



AGENDA

**City Council Regular Meeting
Thursday, September 18, 2025 @ 5:00 PM
Port Aransas City Hall, 710 W. Avenue A
Port Aransas, Texas 78373**

Notice is hereby given that the Port Aransas City Council will conduct a Meeting on Thursday, September 18, 2025 beginning at 5:00 PM at the regular meeting place in Council Chamber at City Hall, 710 W. Avenue A, Port Aransas, Texas, and notice of meeting giving time, place, date and subject was posted as described in V.T.C.A., Government Code §551.041 for the purpose of considering the following agenda items:

Live public access is available on Channel 1300. The meeting will be streamed live at <https://www.youtube.com/channel/UC-7pxSC6B4EwTrhw7eXnBJg>.

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**
2. **OPENING PRAYER**
3. **PUBLIC HEARING:**

The Port Aransas City Council will conduct a Public Hearing on the following:

- **PLAN 25-17, MAJOR REPLAT** of CITY SERVICES ADDITION, LOT 1, BLOCK 1 Being a replat of lots 1 through 10, block 63; Lots 1 through 10, Block 64, Aransas Holding Company Subdivision, Section “c”, City of Port Aransas, Nueces County, Texas, according to the plat recorded in Volume 5, Pages 34 and 35, map records of Nueces County Texas, along with that portion of Avenue “D” located between Lot 10, Block 63, and Lot 1, Block 64, Aransas Holding Company Subdivision, Section “C”. Closed and abandoned by the City of Port Aransas Ordinance 77-13. Applicant: City of Port Aransas. Property Location: 325 Ninth St
- **PLAN 25-18, MAJOR REPLAT** of CITY MUNICIPAL ADDITION, LOT 1, BLOCK Being a final plat of 4.145 acres of land embracing a portion of a 200’ x 119.95’ tract of land located north of Cut-Off Road out of Lot 4, Block 142; an 81’ x 119.95’ tract out of Lot 4, Block 142; a tract of land called the southwest portion of Lots 1 and 2, Block 142, or Tract “G”; a tract called the north 179.56’ of Lot 12, Block 141; a portion of Lot 12, called tract “F”, Block 141; all out of the state land surveys on Mustang Island, according to the plat recorded at the General Land Office, Austin, Texas; and Lots 12 and 13, Addition No. 1, Aransas Holding Company Subdivision, Section “C”, according to the plat recorded in Volume 22, Page 32, map records of Nueces County, Texas, City of Port Aransas, Nueces County, Texas. Applicant: Page 1 of 312

City of Port Aransas. Property Location: 710 W Avenue A..

- **PLAN 25-20, MAJOR REPLAT** of Lots 1-14, Block 1, Chapman Subdivision NUD being a replat of Lot 2R, Block 1, State Land Surveys on Mustang Island, City of Port Aransas, Nueces County, Texas, According to the plat recorded in Volume 56, Page 152, Map Records of Nueces county, Texas. Applicant: FRP Holdings, TX LLC. Property Location: 103 Twelfth St.

4. PROCLAMATIONS AND PRESENTATIONS:

- Recognizing the Port Aransas Tourism Bureau & Chamber of Commerce for Winning the 2025 ESTO Award for Excellence in Immersive Destination Marketing.

[Agenda Item Report - AIR-25-219 - Pdf](#)

5. CITIZEN COMMENTS AND REPORTS:

At this time, comments will be taken from the audience on any subject matter. To address the City Council, please sign the 'Speaker's Card located on the table just inside the Council Chamber and deliver to the City Secretary before the meeting begins. Please limit comments to three (3) minutes. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the Agenda.

6. CONSENT AGENDA:

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed and considered separately.)

A. City Council Meeting Minutes

[City Council Regular Meeting - Aug 20 2025 - Minutes - Pdf](#)

7. ITEMS FOR CONSIDERATION:

Discuss, take action or pass on any of the following:

- B. **RESOLUTION** - Awarding Request for Proposal (RFP) 2025-11 for Avenue G and Station Street Traffic Signal, Port Aransas, Texas; And Authorizing the City Manager to sign all documents associated with said contract agreement.

[Agenda Item Report - AIR-25-172 - Pdf](#)

- C. Discuss and take action to confirm that Dune Permit PLAN 25-15 is consistent with the City's Coastal Management Plan. The proposed permit will allow for the development of Chapman Subdivision, NUD. Applicant: Brandon Lafayette on behalf of FRP Holdings, TX LLC. Property Location: 103 Twelfth St.

[Agenda Item Report - AIR-25-210 - Pdf](#)

- D. Discuss and take appropriate action on Final Plat (PLAN 25-17) Lot 1, Block 1, City Services

Addition, City of Port Aransas, Nueces County, Texas. Applicant: City of Port Aransas.
Property Location: 325 Ninth St.

[Agenda Item Report - AIR-25-187 - Pdf](#)

- E. Discuss and take appropriate action on Final Plat (PLAN 25-18) Lot 1, Block 1 of City Municipal Addition, City of Port Aransas, Nueces County, Texas. Applicant: City of Port Aransas. Property Location: 710 W Avenue A.

[Agenda Item Report - AIR-25-213 - Pdf](#)

- F. Discuss and take action on Preliminary and Final Plat (PLAN 25-20) for Chapman Subdivision, NUD. Applicant: Brandon Lafayette on behalf of FRP Holdings TX LLC. Property Location: 103 Twelfth Street.

[Agenda Item Report - AIR-25-209 - Pdf](#)

- G. Discuss and take action to confirm that “No” Dune Permit PLAN 25-26 is consistent with the City’s Coastal Management Plan. The proposed permit will allow the demolition of unpermitted structures. Applicant: City of Port Aransas on behalf of Choke Canyon LLC. Property Location: 2016 On the Beach

[Agenda Item Report - AIR-25-211 - Pdf](#)

- H. *ORDINANCE* - 3rd and Final Reading Amending Chapter 19, “Signs”; And Providing for Severance, Reading, And Effective Date.

[Agenda Item Report - AIR-25-212 - Pdf](#)

- I. *RESOLUTION* - Approving Change Order No. 1 For the COPA Community Center Renovation and Park Restroom Addition with South Texas Building Partners in The Amount Of \$96,615.63; And Authorizing the City Manager to Sign All Documents Associated with Said Change Order.

[Agenda Item Report - AIR-25-208 - Pdf](#)

- J. *RESOLUTION* - Approving Change Order No. CO-009 For the New Public Safety Building with Victory Building Team in The Amount Of \$54,170.00; And Authorizing the City Manager to Sign All Documents Associated with Said Change Order.

[Agenda Item Report - AIR-25-214 - Pdf](#)

- K. Presentation by Broaddus & Associates and Del Sol Consulting Regarding Hurricane Harvey Recovery Progress and Project Updates.

[Agenda Item Report - AIR-25-216 - Pdf](#)

- L. *RESOLUTION* - Approving the Hotel/Motel Tax Agreement with the Port Aransas Chamber of Commerce and Tourist Bureau from the City's Occupancy Tax Receipts for the Period Commencing October 1, 2025 and Ending September 30, 2026; Estimated Monthly Disbursement to the Chamber is a Total of 3.25% of the total Hotel/Occupancy Taxes Collected by the City; Directing that such Funds to be Transferred by the City to the Chamber Monthly as Tax Revenues are received by the City; And Authorizing the City Manager to Sign Contract Documents.

[Agenda Item Report - AIR-25-205 - Pdf](#)

- M. RESOLUTION - Adopting the 2025 Fee Schedule; Approving Amendments to Short Term Rental Registration Fees; And Providing for Severance and Setting Effective Date.
[Agenda Item Report - AIR-25-198 - Pdf](#)
- N. ORDINANCE - 1st Reading Amending The Code of Ordinances Chapter 2 “Administration”, Article III “City Council”, Section 2-17 “Agenda”; And Providing for Severance, Reading, And Effective Date.
[Agenda Item Report - AIR-25-202 - Pdf](#)
- O. ORDINANCE -1st Reading Amending The Code of Ordinances Chapter 2 “Administration”, Article V “Financial Matters”, Section 2-67 “Disbursement of Funds, Contracting and Budget Transfers”; And Providing for Severance, Reading, And Effective Date.
[Agenda Item Report - AIR-25-215 - Pdf](#)
- P. Discuss and take possible action regarding the Interlocal Beach Parking Permit Agreement between the City of Port Aransas, City of Corpus Christi and Nueces County.
[Agenda Item Report - AIR-25-217 - Pdf](#)
- Q. ORDINANCE - 1st and Only Reading Amending Various Fund Accounts in Fiscal Year 2024-2025 Budget to Reflect Changes Due to Increase in Revenue And/Or Expenses as Authorized by The Home Rule Charter; Repealing All Prior Ordinances in Conflict Herewith; And Providing for An Effective Date.
[Agenda Item Report - AIR-25-218 - Pdf](#)

8. CITY MANAGER REPORT:

- Update on Capital Improvement Projects.

9. STAFF REPORTS:

Pursuant to Home Rule Charter and Code of Ordinances - presentation, general discussion and approval of the following reports:

- Accounting/Finance - Darla Honea, Assistant City Manager/Finance Director
[Agenda Item Report - AIR-25-220 - Pdf](#)

- Development Services - Nicole Boyer, Development Director.
 - Update on Short-term Rentals.
 - Update on Building Permits.
- EMS – Daniel Johnson, EMS Director
- Police – James Stokes, Police Chief

10. CITY COUNCIL COMMENTS AND ITEMS FOR FUTURE CONSIDERATION -

Expressions of thanks, congratulations or condolences; information regarding holiday schedules; honorary recognition of city officials, employees or other citizens; reminders about upcoming events sponsored by the City or other entity that are scheduled to be attended by a city official or city employee.

11. ADJOURNMENT

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 710 W. Avenue A, Port Aransas, Texas on Friday, September 12, 2025 at 5:00 pm and on the City's website at www.cityofportaransas.org. I further certify that the following News Media were properly notified on this meeting as stated above: *South Jetty, Island Moon and Corpus Christi Caller Times*.

Francisca Nixon, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2025.

By: _____ Title: _____

NOTICE

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the city secretary at (361) 749-4111, via facsimile at (361) 749-4101 or email at citysecretary@cityofportaransas.org for further information. Braille is not available.

The City Council may go into a Closed Executive Session pursuant to Texas Government Code §§551.071, 551.072, 551.074, 551.074, 551.076, 551.087 and §418.183(f) of the Texas Disaster Act. Refer to list below and incorporated herein. A Closed Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.

TEXAS GOVERNMENT CODE EXCEPTIONS

EXCEPTION	DESCRIPTION
551.071	Consultations with Attorney
551.072	Deliberations about Real Property
551.074	Personnel Matters
551.076	Deliberations Regarding Security Devices or Security Audits
551.087	Deliberation Regarding Economic Development Negotiations
418.183(f)	At any time during a state of disaster. A governmental body subject to Chapter 551 is not required to conduct an open meeting to deliberate information to which this section applies. Notwithstanding Section 551.103(a) , the governmental body must make a tape recording of the proceedings of a closed meeting to deliberate the information.

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Recognizing the Port Aransas Tourism Bureau & Chamber of Commerce for Winning the 2025 ESTO Award for Excellence in Immersive Destination Marketing.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: Wendy Moore, Mayor

BACKGROUND INFORMATION:

On August 20th, the Port Aransas Tourism Bureau & Chamber of Commerce received national recognition at the 2025 ESTO Awards, presented by the U.S. Travel Association. These awards are considered the pinnacle of success in the travel and tourism industry, and this year, Port Aransas took home the Gold in the category of Immersive Experiences.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Presentation by Mayor Moore.



MINUTES

City Council Regular Meeting

5:00 PM - Wednesday, August 20, 2025

Port Aransas City Hall, 710 W. Avenue A Port Aransas, Texas 78373

The City Council Regular Meeting of the City of Port Aransas was called to order on Wednesday, August 20, 2025, at 5:00 PM, in the Port Aransas City Hall, 710 W. Avenue A Port Aransas, Texas 78373, with the following members present:

**COUNCIL
PRESENT:**

Mayor Wendy Moore
City Councilmember Chad Shimaitis
City Councilmember Kelly Owens
City Councilmember Jo Ellyn Krueger
City Councilmember Tanya Chambers
Mayor Pro-Tem Charles Crawford
City Councilmember Dale Christianson

**COUNCIL
ABSENT:**

**STAFF
PRESENT:**

City Manager David Parsons
Finance Director Darla Honea
Chief of Police James Stokes
City Secretary Francisca Nixon
IT Director Peggy Werth
Development Services Director Nicole Boyer
EMS Lieutenant Elliott Tabor
Parks & Recreation Director Colleen Simpson

**STAFF
ABSENT:**

City Attorney Mike Morris
EMS Director Daniel Johnson
Fire Chief Adam Maldonado
Assistant Fire Chief Vinton James
Library Director Stefanie Bara
Nature Preserve Manager Rae Mooney
Public Works Director Doug Turner
Harbor Master Robert Phillips

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Moore called the meeting to order at 5:00 p.m. and led the Pledge of Allegiance.

2. OPENING PRAYER

James Garrett presented the opening prayer.

3. CITIZEN COMMENTS AND REPORTS:

At this time, comments will be taken from the audience on any subject matter. To address the City Council, please sign the 'Speaker's Card' located on the table just inside the Council Chamber and deliver to the City Secretary before the meeting begins. Please limit comments to three (3) minutes. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the Agenda.

- Colleen Simpson, Director of Parks and Recreation- Director Simpson acknowledged and recognized the City of Port Aransas Surf and Rescue Team for their achievements this summer. The team hosted the Gulf Coast regional surf rescue competition with 72 competitors and won first place. Nine members then competed at the national competition in Huntington Beach, CA, placing third in the small agency division. The team excelled in sprint and rescue events, technical disciplines like surf ski and Ironman, and gained valuable professional development and team-building experience. Their success reflects strong leadership, recruitment, and dedication.
- Sherry Parish, 820 Sea Breeze- Ms. Parish expressed strong support for a new animal shelter, noting that the current facility is small and deteriorating. She praised community efforts like Salty Paws, donations, and volunteer work which help contribute to the Animal Shelter. She thanked the council for budgeting funds for a new facility and urged continued investment to properly care for abandoned and abused animals.
- Brenda Porter, 328 Sandhill Circle- Ms. Porter, a volunteer and Treasurer for Salty Paws, expressed her gratitude to council for budgeting funds for a new animal shelter facility.
- Kay Culpepper, 528 Light House Channel- Ms. Culpepper expressed the need for a new animal shelter facility and thanked council for including funds for the new shelter in the budget.
- Daniel Mazoch, 104 Bentgrass- In regards to the Beach Access Road 1-B currently under construction, Mr. Mazoch urged council to work with TxDot to ensure a traffic light is installed at the intersection rather than just a flashing yellow light. He expressed major safety concerns and acknowledged recent lives who have been lost on Highway 361.

4. CONSENT AGENDA:

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed and considered separately.)

- A. **City Council Meeting Minutes**
- **City Council Goals Workshop Meeting Minutes- July 1, 2025**
 - **City Council Regular Meeting Minutes- July 17, 2025**
- B. **ORDINANCE - 2nd Reading Amending Chapter 16, “Planning and Development”, Article III, “Coastal Management Plan”, Division 2 “Administration”, Section 16-117 “Beach User Fees”; And Providing for Severance, Reading, And Effective Date.**
- C. **ORDINANCE - 2nd Reading Amending Chapter 27, “Public Beach”, Article III, “Traffic”, Division 2 “Vehicle Beach Permits, Beach User Fees”, Section 27-452 “Failure to Have Vehicle Permit”; And Providing for Severance, Reading, And Effective Date.**

MOTION: City Councilmember Tanya Chambers motioned to approve the Consent Agenda as presented. City Councilmember Jo Ellyn Krueger seconded the motion. Motion Carried with the following vote:

	For	Against	Abstained	Absent
Mayor Wendy Moore	x			
City Councilmember Chad Shimaitis	x			
City Councilmember Kelly Owens	x			
City Councilmember Jo Ellyn Krueger	x			
City Councilmember Tanya Chambers	x			
Mayor Pro-Tem Charles Crawford	x			
City Councilmember Dale Christianson	x			

5. ITEMS FOR CONSIDERATION:

Discuss, take action or pass on any of the following:

- D. **RESOLUTION - Approving Contingent Fee Contract with The Law Firm of Perdue Brandon Fielder Collins & Mott, LLP for The Collection of Delinquent Municipal Fines, Fees, Court Costs, Parking Offenses, And Other Debts; Setting Terms, Conditions, Fees and Effective Date; And Authorizing the City Manager to Sign All Documents Associated with Said Contract Agreement.**

Finance Director Honea explained Perdue, Brandon, Fielder, Collins & Mott, LLP offer delinquent fine collection services, and are already used in over 225 Texas cities and 475 counties. The program applies only to delinquent court cases, supplementing the court’s current Omni system. Collection success rates typically range from 25–40% cash and 40–50% overall resolution. A representative from the firm explained the agreement would be a three-year contract, with defendants paying a statutory 30% fee on top of fines; the city bears no cost. Funds collected are remitted directly to the city. Director Honea added implementing the program would require an amendment to current ordinance and would require three readings.

MOTION: Mayor Pro-Tem Charles Crawford motioned to approve ***RESOLUTION 2025-R40*** Approving Contingent Fee Contract with The Law Firm of Perdue Brandon Fielder Collins & Mott, LLP for The Collection of Delinquent Municipal Fines, Fees, Court Costs, Parking Offenses, And Other Debts; Setting Terms, Conditions, Fees and Effective Date; And Authorizing the City Manager to Sign All Documents Associated with Said Contract Agreement. City Councilmember Tanya Chambers seconded the motion. Motion Carried with the following vote:

	For	Against	Abstained	Absent
Mayor Wendy Moore	x			
City Councilmember Chad Shimaitis	x			
City Councilmember Kelly Owens	x			
City Councilmember Jo Ellyn Krueger	x			
City Councilmember Tanya Chambers	x			
Mayor Pro-Tem Charles Crawford	x			
City Councilmember Dale Christianson	x			

E. ORDINANCE - 3rd and Final Reading Approving PLAN 25-14 Major Amendment to Cinnamon Shore Planned Unit Development; Accepting the Planning and Zoning Commission's Final Report on PLAN 25-14; Providing For the Validity of Said Ordinance; Repealing All Prior Ordinances in Conflict Herewith; And Providing for Severance, Reading, And Effective Date.

Development Director Nicole Boyer introduced Mr. Daniel Mazoch with Cinnamon Shore. Mr. Mazoch acknowledged councils previous concerns regarding the allowance of mobile vending, specifically food trucks. Mr. Mazoch presented a handout detailing proposed provisions regarding mobile vending:

- **Vendor Limits:** Suggested limit of one food truck per 10 acres. This would help cap the number of vendors in large PUDs (e.g., Cinnamon Shore North with ~70 acres could host 7). Designed as a high threshold that prevents over-concentration in the future.
- **Duration on Site:** Food trucks limited to 100 days in a single location to prevent use as a permanent facility substitute. Most trucks naturally rotate every couple of days due to water and waste tank limits unless tied to utilities/grease traps.
- **Waste & Utilities:** Operators currently haul waste to Corpus; Water District open to supporting disposal if frequency and logistics are defined, though odors and infrastructure remain concerns.
- **Restroom Access:** State law requires employee access to a restroom within 500 ft; proposal suggested 300 ft to strengthen compliance, but council could default to the state standard.
- **Compliance Requirements:** Operators must maintain health inspections, food handler certifications, insurance, sales tax collection/remittance, and proper waste disposal. Cinnamon Shore would be responsible for checking compliance upfront but not assume responsibility of IRS or health department.

- **Sunset Provision:** If future state/city laws change, the stricter local standards would not continue to apply; operations would default to updated higher-level rules.

Mr. Mazoch clarified that these provisions would only apply to non-event periods. Events held within the community would require a higher density of mobile vendors. Councilmember Christianson asked for clarification regarding the use of mobile vendors on the beach. Mr. Mazoch confirmed mobile vending would continue to not be permitted on the beach per city ordinance.

City Councilmember Owens thanked Mr. Mazoch for the time and effort he made to speak with council and suggested the amendment be passed with all six provisions included.

MOTION: City Councilmember Kelly Owens motioned to approve ***ORDINANCE 2025-05*** 3rd and Final Reading Approving PLAN 25-14 Major Amendment to Cinnamon Shore Planned Unit Development; Accepting the Planning and Zoning Commission's Final Report on PLAN 25-14; Providing For the Validity of Said Ordinance; Repealing All Prior Ordinances in Conflict Herewith; And Providing for Severance, Reading, And Effective Date. City Councilmember Tanya Chambers seconded the motion. Motion Carried with the following vote:

	For	Against	Abstained	Absent
Mayor Wendy Moore	x			
City Councilmember Chad Shimaitis	x			
City Councilmember Kelly Owens	x			
City Councilmember Jo Ellyn Krueger	x			
City Councilmember Tanya Chambers	x			
Mayor Pro-Tem Charles Crawford	x			
City Councilmember Dale Christianson	x			

F. ORDINANCE - 2nd Reading Amending Chapter 19, "Signs"; And Providing for Severance, Reading, And Effective Date.

Development Director Nicole Boyer reviewed updates to the draft sign ordinance. A definition was added for "principal merchandise" to clarify the flag exception, applying when more than 50% of a store's sales come from that merchandise. Additional language was added restricting flags from extending into adjoining spaces or public rights-of-way, and a limit of 25 flags per site was set to reflect current practices.

Regarding A-frame signs, the rule was revised to allow one sign per commercial tenant rather than per block, with a required separation of 40 feet between signs (with exceptions near entrances). Signs on highway frontage will be prohibited except within 10 feet of the front of the associated building.

Language was also updated to specify that a change in ownership would not trigger sign compliance, but the city will maintain a registry of legal nonconforming signs and notify owners of compliance status.

Temporary signs were discussed at length. Director Boyer explained the potential for excessive signage in multi-tenant centers. Council agreed to limit temporary signage to one sign per qualifying event (such as property for sale/lease, new tenant, or construction) per lot, with a maximum size of 16 square feet each. Placement near permanent monument signs was considered acceptable. On Highway 361, allowances may permit up to 32 square feet due to higher traffic visibility.

MOTION: City Councilmember Chad Shimaitis motioned to approve 2nd Reading Amending Chapter 19, "Signs"; And Providing for Severance, Reading, And Effective Date with suggested changes City Councilmember Tanya Chambers seconded the motion. Motion Carried with the following vote:

	For	Against	Abstained	Absent
Mayor Wendy Moore	x			
City Councilmember Chad Shimaitis	x			
City Councilmember Kelly Owens	x			
City Councilmember Jo Ellyn Krueger	x			
City Councilmember Tanya Chambers	x			
Mayor Pro-Tem Charles Crawford	x			
City Councilmember Dale Christianson	x			

G. RESOLUTION - Approving Professional Services Agreement with Urban Engineering | DCCM for Engineering Services for the CEPRA Project No. 1776 - Charlie's Pasture Bulkhead Scour Protection Project; Setting Term, Conditions, Fees, Responsibilities and Services of Owner and Engineer and Authorizing the City Manager to sign said agreement.

City Manager Parsons explained that a prior bulkhead blowout revealed multiple scour hot spots along approximately 4,000 linear feet of shoreline. The City successfully secured a CEPRA project grant through the General Land Office with total costs estimated at \$6 million. The agreement provides for a 60/40 cost split on design services, with the City responsible for 40%.

Design is expected to take 6–9 months, followed by Corps of Engineers permitting. Discussion noted that Urban Engineering, with extensive history on bulkhead and rock revetment projects in the area, will serve as engineer. Alternatives were mentioned, but City Manager Parsons recommended continuing with Urban due to their experience.

He noted that increased vessel traffic, larger tankers, and wave energy changes since 2016 have accelerated erosion and caused failures of older bulkhead designs. Similar issues are being experienced in other ports and along the industrial ship channel.

MOTION: Mayor Pro-Tem Charles Crawford motioned to approve **RESOLUTION 2025-R41** Approving Professional Services Agreement with Urban Engineering | DCCM for Engineering Services for the CEPRA Project No. 1776 - Charlie's Pasture Bulkhead Scour Protection Project; Setting Term, Conditions, Fees, Responsibilities and Services of Owner and Engineer and Authorizing the City Manager to sign said agreement. City Councilmember Tanya Chambers seconded the motion. Motion Carried with the following vote:

	For	Against	Abstained	Absent
Mayor Wendy Moore	x			
City Councilmember Chad Shimaitis		x		
City Councilmember Kelly Owens	x			
City Councilmember Jo Ellyn Krueger	x			
City Councilmember Tanya Chambers	x			
Mayor Pro-Tem Charles Crawford	x			
City Councilmember Dale Christianson	x			

H. Presentation by Broaddus & Associates and Del Sol Consulting Regarding Hurricane Harvey Recovery Progress and Project Updates.

Mr. Robb White with Del Sol Consulting provided a brief update:

Public Safety Building:

- Both towers completed; second coat of paint on west tower scheduled next week.
- Parking lot striping to begin next week; coordination needed for temporary parking.
- Evidence lockers scheduled for delivery on August 25.
- Jail doors delayed; Canadian supplier now shipping August 25.
- Epoxy floors completed last week; corrective work underway to fix rough spots.

Gas Building:

- Small parking lot poured successfully.
- Interior walls primed and painting underway; ceiling grid completed.
- Sidewalk pour along Avenue scheduled next week, expected to impact traffic.
- Overall project progressing smoothly.

Fire Station:

- Corrective action for second floor beams designed, approved, and moving forward.
- Solution reduces schedule from 9 weeks to ~4 weeks by reinforcing beams rather than full replacement.
- Fabrication already ordered; subcontractors lined up.
- Exterior second-floor walls nearly complete; elevator shaft work in progress.
- Roof steel beams expected in the next 1–2 weeks, allowing building to be sealed.

Gas System Update:

- Largest recovery project; progressing well.
- 15 sub-phases total: 3 complete and city-accepted, 2 more near completion (expected mid-next month).
- Project remains on schedule for completion by year-end.

Public Works Building:

- Slab pour delayed due to paperwork requirements; now scheduled for next Tuesday.

I. Discussion and Possible Action Regarding Adjustment of Short-Term Rental (STR) Registration Fees, Effective with 2026 Renewals.

ACM Honea explained the current Short-Term Rental Registrations Fee is currently a flat \$175 fee. Council previously discussed at the budget workshop to increase fees. She proposed a stair-step model in which one bedroom units would start at \$200 and increase by \$100 for each additional bedroom increasing up to \$1,250 for ten bedroom units. Hotels would have a flat fee of \$1,500.

A lengthy discussion was had amongst Council to determine fees that balancing simplicity, fairness, and revenue generation. The following was proposed:

- 1–2 bedrooms: \$250
- 3–5 bedrooms: \$500
- 6–8 bedrooms: \$750
- 9+ bedrooms: \$750 plus \$100 per additional bedroom
- Hotels: \$1,500

Council directed staff to present an updated rate structure at next meeting.

J. Discussion and Possible Action on the Proposed Fiscal Year 2025–2026 Budget.

ACM Honea reported that the only adjustments made to the proposed budget were changes to outside agency funding as suggested: Art Center reduced from \$100,000 to \$75,000; PAC reduced from \$100,000 to \$75,000; PAPA reduced from \$305,000 to \$150,000; School District remained at \$10,000; and Trinity Day School, originally omitted due to a late request, added at \$10,000 (from a \$40,000 request).

Council discussed the potential addition of a full-time EMS administrative position, estimated at \$60,200 annually. Given that the facility is not yet complete and the position would not likely be needed until early 2024, Council agreed not to include the expense in the current budget and instead consider it later through a budget amendment if necessary.

The budget projects \$1.27 million in short-term rental fee revenue, but based on earlier discussion, ACM Honea suggested increasing that estimate to \$1.325 million.

Council expressed consensus with the proposed adjustments. Final budget adoption is scheduled for the September 11 meeting.

K. Discuss and take action to set tax rate and date for the public hearing.

ACM Honea explained the proposed budget is set with no new revenue rate set at .201612., which represents no tax increase. A public hearing on the budget, as required by state law, will be held September 11 at 5:00 p.m., with a public hearing on the RDC budget scheduled the same day at 4:00 p.m.

MOTION: Mayor Pro-Tem Charles Crawford motioned to set the tax rate at .201612 and schedule the public hearing for September 11, 2025 City Councilmember Tanya Chambers seconded the motion. Motion Carried with the following vote:

	For	Against	Abstained	Absent
Mayor Wendy Moore	x			
City Councilmember Chad Shimaitis	x			
City Councilmember Kelly Owens	x			
City Councilmember Jo Ellyn Krueger	x			
City Councilmember Tanya Chambers	x			
Mayor Pro-Tem Charles Crawford	x			
City Councilmember Dale Christianson	x			

L. RESOLUTION - Approving and Amending the Current City Manager Employment Agreement; And Authorizing the Mayor to Execute Said Agreement.

Mayor Moore announced at 6:45 p.m. that the City Council would convene into Executive Session in accordance with Section 551.071 of the Texas Open Meetings Act.

Mayor Moore reconvened the City Council into Open Session at 5:30 p.m. and the following motion was made:

MOTION: City Councilmember Chad Shimaitis motioned to approve ***RESOLUTION 2025-R42*** Approving and Amending the Current City Manager Employment Agreement; And Authorizing the Mayor to Execute Said Agreement. City Councilmember Tanya Chambers seconded the motion. Motion Carried with the following vote:

	For	Against	Abstained	Absent
Mayor Wendy Moore	x			
City Councilmember Chad Shimaitis	x			
City Councilmember Kelly Owens	x			
City Councilmember Jo Ellyn Krueger	x			
City Councilmember Tanya Chambers	x			
Mayor Pro-Tem Charles Crawford	x			

City Councilmember Dale Christianson	x			
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M. Presentation of Investment Report for Quarter ending 6-30-2025.

ACM Honea explained interest rates remain favorable, averaging 4.32% to 4.43% in investment pools, with CDs ranging from 3.4% to 4.24%. The portfolio is diversified with approximately 2% in CDs and 98% in pools, money market, and deposits.

6. CITY MANAGER REPORT:

N. • Update on Capital Improvement Projects.

City Manager Parsons provided a brief update:

Civic Center/City Hall Renovations:

- Slab foundation prep underway, pending rebar inspection
- Transformer relocation in coordination with utility provider
- Temporary generator arriving to cover hurricane season

Street and Drainage Bond:

- Cemetery Road completed; Brumley drainage work started
- Cotter Avenue bike lane striping complete
- Port Street awaiting reflective markers
- Ninth Street alley delayed due to utility relocations

Community Center renovations:

- Improved progress under new superintendent
- Flooring work ongoing; foundation adjustments
- Front porch demoed and corrected
- Unused appliances auctioned.

Roberts Point Park Bulkhead:

- Rock revetment and sheet pile nearly complete
- Cap and sidewalk to be bid separately

Beach Access Road 1B:

- Road cut through dunes, utilities and drainage installed, water service connected
- Concrete prep underway
- Coordination with TxDOT on possible traffic signal
- Project ahead of schedule

Recreation Center:

- Slow start; contractor preparing site while plans are under review

Charlie's Pasture Bulkhead Park:

- Project scaled back to \$4M
- Presentation planned for October 16 council meeting

Lifeguard Building:

- Delayed pending completion of Fire/EMS yard
- Re-budgeted for this cycle

Avenue G/Station Street Traffic Light:

- Project out to bid, closing September 4
- Expected to be presented at September 11th regular council meeting

O. • Update on Legislative Special Session

City Manager Parsons explained the second special legislative session is now underway, with the agenda similar to the first session, including items such as flooding, redistricting, and lobbyist regulations.

He noted concern regarding House Bill 2844 related to food trucks, which contains conflicting language on local regulation. The bill states both that cities cannot preempt the law to prohibit food trucks and later states that food trucks must comply with local laws. The law takes effect July 1, 2026, with rulemaking by the Texas Department of Health and Safety expected over the winter.

The City's lobbyist has already engaged with the bill's author, who was unaware of the conflicting provisions, and efforts are underway with Rep. Todd Hunter and others to seek clarification or correction.

7. STAFF REPORTS:

Pursuant to Home Rule Charter and Code of Ordinances - presentation, general discussion and approval of the following reports:

- **Accounting/Finance - Darla Honea, Assistant City Manager/Finance Director**

Hotel Tax June:

- Up 11.83% for the month; 6.71% increase year-to-date,
- On track to outperform Fiscal Year 2023

Sales Tax:

- Up 17.6% for the month; 7.57% increase year-to-date.

Harbor Revenues:

- Down 2.4% for the quarter

Daily Revenues:

- Down 11% year-to-date

Golf Cart Registrations:

- Approximately 500 ahead of same period last year

- **Development Services - Nicole Boyer, Development Director.**
 - **Update on Short-term Rentals.**
 - **Update on Building Permits.**

Permits:

- Year-to-date total of 69, with 8 under review.
- 20 commercial permits issued so far, including early submissions for the rec center, lifeguard building, and Spoon Bill Bay water park plans
- Notable commercial projects- Seaside Hotel renovation and new Life and Paradise offices on 11th Street

Code Enforcement (July):

- 37 cases, primarily vehicles, brush piles, and trash- 24 total citations issued
- Beach Lodge Inspections completed; demolition permits anticipated by late September/early October.
- 528 Brumley homestead-exemption removed; demolition pending
- One substandard property voluntarily pulled a demolition permit

Beach Patrol:

- Enforcement of proper beach use, including preventing cordoning off areas
- Addressed improperly parked vehicles

Short-Term Rentals:

- Currently 3,222 registered (up from ~2,800 last year) with 15 pending approvals
- Five complaints received in July, all resolved
- Five citations issued for unregistered rentals and failure to pay taxes

P. • EMS – Daniel Johnson, EMS Director

Chief Johnson was in attendance at a GTAC Meeting in Austin. EMS Paramedic Elliott Tabor provided a brief update for the month of July:

- Dispatched to 172 EMS calls year-to-date; 91 calls for the current period.
- Average response time increased slightly to 5 minutes
- Transported 61 patients and treated 103 for non-life-threatening injuries (jellyfish stings, cuts, scrapes, etc.).
- Firework standby completed with no major incidents.
- Chief Johnson attended a national EMS summit on whole blood programs, funding, and equipment.
- Whole blood program nearly live, pending one final site visit; includes whole blood, plasma, and possibly PRBCs. Only about 2% of U.S. EMS agencies currently implement this.
- The department is recognized as a regional leader and consulted by other EMS agencies on implementation.

- **Police – James Stokes, Police Chief**

Chief Stokes provide a brief update for the month of July:

- Responded to over 2,600 calls. Filed 976 municipal charges and made 82 arrests, with some individuals facing multiple charges. Major offenses included alcohol-related crimes (32), MIP (11), assaults (7), drug-related crimes (10), weapons violations, and unauthorized vehicle use (4). Juvenile offenses noted, including stolen golf carts.
- Fourth of July: Managed large crowds with state support; several significant incidents included indecency with a child, assaults, unlawful weapon possession, and juvenile-related crimes. Collaborated with Corpus Christi PD on investigation of a local shooting.
- Other incidents: Vehicle pursuit, disorderly conduct with a firearm, stolen vehicles, and an auto-pedestrian hit-and-run; all offenders apprehended.
- Beach parking: 472 spaces monitored, slightly down from 2024.
- Staffing: Fully staffed except for one open dispatch position. New dispatch room furniture installed.

8. CITY COUNCIL COMMENTS AND ITEMS FOR FUTURE CONSIDERATION -

Expressions of thanks, congratulations or condolences; information regarding holiday schedules; honorary recognition of city officials, employees or other citizens; reminders about upcoming events sponsored by the City or other entity that are scheduled to be attended by a city official or city employee.

None.

9. ADJOURNMENT

Upon a motion made and duly seconded, the meeting adjourned at 8:05 p.m.

**CITY OF PORT ARANSAS,
TEXAS:**

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action on a Resolution Awarding Request for Proposal (RFP 2025-11) for the Avenue G and Station Street Traffic Signal; And Authorizing the City Manager to sign all documents associated with said Bid Award.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: David Parsons, City Manager

BACKGROUND INFORMATION:

Staff issued Request for Proposal (RFP) 2025-11 on July 17, 2025, seeking bids for Avenue G and Station Street Traffic Signal. The RFP was advertised in compliance with Texas Local Government Code, including publication in *The South Jetty* newspaper on July 17 and July 24, 2025, as well as posting on the City's website and the official bulletin board at City Hall.

City staff and Urban/DCCM have reviewed the proposal and recommend awarding the RFP to Maldonado-Burkett for the Avenue G and Station Street Traffic Signal.

FINANCIAL IMPACT:

Budgeted funds in the amount of \$400,000 is available in the Street Maintenance Fund Account #215, Capital Outlay Account #69470.

POLICY IMPLICATIONS:

City Council must approve funds that exceed \$50,000.

RECOMMENDATION:

Port Aransas City Council motion to approve a Resolution Awarding Request for Proposal (RFP 2025-11) for the Avenue G and Station Street Traffic Signal; And Authorizing the City Manager to sign all documents associated with said Bid Award.

ATTACHMENTS:

[Bid Tab](#)
[Maldonado-Burkett Bid](#)
[Recommendation of Award](#)
[Resolution 2025-R - RFP Street Light Station St & G](#)



CITY OF PORT ARKANSAS
BID TABULATION

Project: RFP 2025-11

AVE G AND STATION STREET TRAFFIC SIGNAL

9/4/2025

3:00 PM

Amend. 1+2 ✓

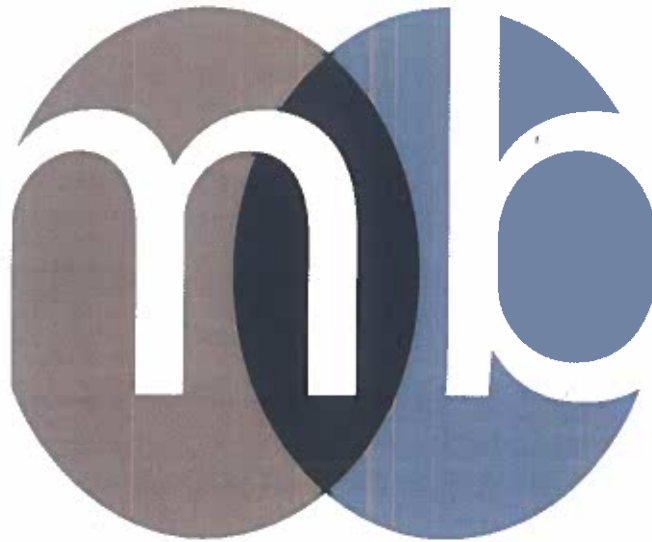
CONTRACTOR	BID AMOUNT	CHECK/BOND	CALENDAR DAYS
Maldonado-Burkett	315,267.52	✓	270

Port P

OPENED BY:

WITNESSED BY:

WITNESSED BY:



MALDONADO - BURKETT

ENGINEERS | CONTRACTORS

Bid for the Construction of
Avenue G and Station Street Traffic Signal

Thursday, September 4, 2025 at 3:00 PM

Presented to: OWNER

CITY OF PORT ARANSAS

710 West Avenue – A

Port Aransas, Texas 78373

DIVISION 1 - GENERAL REQUIREMENTS**SECTION 1A - BID DOCUMENTS****1A3_[2] PROPOSAL FOR UNIT PRICE BID**

TO: City of Port Aransas
710 West Avenue - A
Port Aransas, Texas 78373

Date: 09/04/25

**PROPOSAL FOR THE CONSTRUCTION OF
AVENUE G AND STATION STREET TRAFFIC SIGNAL
PORT ARANSAS, TEXAS**

We, the undersigned, having familiarized itself with local conditions affecting the cost of the work with all requirements of Contract Documents as prepared by the Engineers, and all Addenda to said Documents, hereby proposes to furnish all things as required by said Documents and addenda thereto for the construction of said improvements for the unit prices for work in place for the items as set out hereinafter.

1A3.1 BASE BID FOR CONSTRUCTION OF ENTIRE PROJECT:

Three Hundred Fifteen Thousand-Two Hundred Sixty Seven

Dollars and Fifty-Two cents (\$ 315,267.52).

1A3.2 BID SCHEDULE:

The bid for 1A3.1 is further itemized as follows:

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
PART A GENERAL:					
1.	Mobilization (5% Max.)	1	LS	\$ <u>14,650.00</u>	\$ <u>14,650.00</u>
2.	Insurance and Bonds (2% Max.)	1	LS	\$ <u>5,800.00</u>	\$ <u>5,800.00</u>
3.	Traffic Control Design and Implementation	1	LS	\$ <u>9,948.83</u>	\$ <u>9,948.83</u>
SUBTOTAL PART A GENERAL				\$	<u>30,398.83</u>
PART B STREET IMPROVEMENTS:					
1.	Remove Existing Pavement Markings	1,020	LF	\$ <u>1.34</u>	\$ <u>1,369.54</u>
2.	Reflective Pavement Marking TY.1 (Y) (6") (DBL) (SLD)	415	LF	\$ <u>3.22</u>	\$ <u>1,337.32</u>
3.	Reflective Pavement Markings TY.1 (W) (8") (SLD) (90 mil)	275	LF	\$ <u>2.69</u>	\$ <u>738.48</u>
4.	Reflective Pavement Markings TY.C (W)(24") (SLD) (125 mil) – Stop Bar	49	LF	\$ <u>26.85</u>	\$ <u>1,315.83</u>

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Continue Part B Street Improvements					
5.	Prefabricated Pavement Markings TY.C (W) (Word) "Only" (125 mil)	2	EA	\$ 375.95	\$ 751.91
6.	Prefabricated Pavement Markings TY.C (W) (Left Turn Arrow) (125 mil)	3	EA	\$ 322.25	\$ 966.74
7.	Prefabricated Pavement Markings TY.C (W) (Right Turn/Thru Arrow) (125 mil)	3	EA	\$ 429.66	\$ 1,288.98
8.	Raised Reflective Pavement Markings (TYII-A-A) Yellow	40	EA	\$ 21.48	\$ 859.32
9.	Raised Reflective Pavement Markings (TY-I-C) White	14	EA	\$ 21.48	\$ 300.76
10.	Raised Reflective Pavement Markings (TYII-B-B) Blue	1	EA	\$ 21.48	\$ 21.48
11.	Allowance For Unanticipated Street Improvements (MANDATORY)	1	AL	\$ 2,000.00	\$ 2,000.00
SUBTOTAL PART B STREET IMPROVEMENTS				\$	10,950.36

PART C TRAFFIC SIGNAL IMPROVEMENTS:

1.	Drill Shaft (TRF SIG POLE) (36")	52.8	LF	\$ 707.77	\$ 37,370.12
2.	Condt (PVC) (SCH 80) (4") (Bore)	216	LF	\$ 73.11	\$ 15,790.98
3.	Condt (PVC) (SCH 80) (2")	120	LF	\$ 21.99	\$ 2,639.24
4.	Condt (PVC) (SCH 80) (2") (Bore)	62	LF	\$ 48.60	\$ 3,013.42
5.	Condt (PVC) (SCH 80) (3")	91	LF	\$ 29.12	\$ 2,649.49
6.	Condt (PVC) (SCH 80) (3") (Bore)	45	LF	\$ 73.08	\$ 3,288.79
7.	Condt (PVC) (SCH 80) (4")	53	LF	\$ 65.90	\$ 3,492.88
8.	Elec Condr (No. 6) Bare	490	LF	\$ 3.61	\$ 1,770.93
9.	Elec Condr (No. 6) Insulated	60	LF	\$ 6.88	\$ 413.01
10.	Ground Box TY D (162922) W/Apron	4	EA	\$ 1,478.53	\$ 5,914.12
11.	ELC SRV TY T 120/240 000 (NS) GS (N) SP (U)	1	EA	\$ 8,301.71	\$ 8,301.71
12.	Remove SM Rd SN SUP and AM	2	EA	\$ 242.23	\$ 484.47
13.	Install Hwy TRF Sig (Isolated)	1	EA	\$ 79,771.97	\$ 79,771.97

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<u>Continue Part C Traffic Signal Improvements</u>					
14.	VEH SIG SEC (12 IN) LED (GRN)	8	EA	\$ 312.00	\$ 2496.00
15.	VEH SIG SEC (12 IN) LED (GRN ARW)	2	EA	\$ 312.00	\$ 624.00
16.	VEH SIG SEC (12 IN) LED (YEL)	8	EA	\$ 312.00	\$ 2,496.00
17.	VEH SIG SEC (12 IN) LED (YEL ARW)	4	EA	\$ 312.00	\$ 1,248.00
18.	VEH SIG SEC (12 IN) LED (RED)	8	EA	\$ 312.00	\$ 2,496.00
19.	VEH SIG SEC (12 IN) LED (RED ARW)	2	EA	\$ 312.00	\$ 624.00
20.	PED SIG SEC (LED) (Countdown)	8	EA	\$ 706.99	\$ 5,655.89
21.	Backplate w/REF BRDR (3 SEC) (VENT) ALUM	8	EA	\$ 126.55	\$ 1,012.44
22.	Backplate w/REF BRDR (4 SEC) (VENT) ALUM	2	EA	\$ 191.15	\$ 382.30
23.	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	822	LF	\$ 2.84	\$ 2,337.14
24.	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	440	LF	\$ 5.82	\$ 2,561.32
25.	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	984	LF	\$ 3.46	\$ 3,408.91
26.	TRF SIG CBL (TY A) (14 AWG) (16 CONDR)	425	LF	\$ 6.75	\$ 2,870.09
27.	INS TRF SIG PL AM (S) 1 ARM (24')	1	EA	\$ 11,298.11	\$ 11,298.11
28.	INS TRF SIG PL AM (S) 1 ARM (32')	3	EA	\$ 13,163.22	\$ 39,489.66
29.	PED Detect Push Button (APS)	8	EA	\$ 740.62	\$ 5,924.94
30.	PED Detector Controller Unit	1	EA	\$ 4,105.94	\$ 4,105.94
31.	Allowance for Unanticipated Traffic Signal Improvements (MANDATORY)	1	AL	\$ 20,000.00	\$ 20,000.00
SUBTOTAL PART C TRAFFIC SIGNAL IMPROVEMENTS				\$ 273,918.33	
TOTAL BASE BID				\$ 315,267.52	

NOTE: The unit prices stated herein must include all labor, materials, equipment, materials, removal, overhead, profit, insurance, etc., to cover the finished work (complete and in-place) of the several kinds called for and the Owner reserves the right to delete all or a portion of any Bid Item. The above quantities are approximate and may vary from the final quantities. Contractors are responsible for creating their own quantity estimate.

1A3.3 REJECTIONS OF BIDS

We, the undersigned, understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the bidding.

1A3.4 SITE INVESTIGATIONS

We, the undersigned, have investigated the site conditions, fully satisfied ourselves with both the surface and subsurface conditions there, and based our bid accordingly.

1A3.5 TIME OF COMPLETION

We, the undersigned, will commence work within 10 Calendar Days after the date of the written notice to proceed with construction and to substantially complete the entire project within * 270 Calendar Days. Should we fail to comply with this requirement, we agree to pay liquidated damages in the amount of \$ 500 per Calendar Day until the work is completed.

1A3.6 BIDDER QUALIFICATIONS

We, the undersigned, do hereby agree that if requested we will furnish written evidence to demonstrate our qualifications to perform the work.

1A3.7 WAGES AND SALARIES

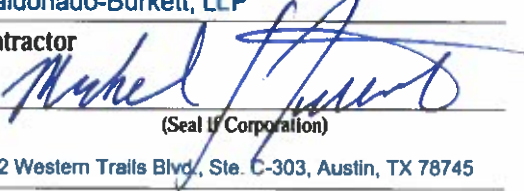
We, the undersigned, do hereby agree to fully comply with the prevailing wage rates for Nueces County (These rates are set out in Subsection 1E10 of the Special Conditions), and that We and our Subcontractors will pay not less than those for each craft or type of "Laborer", "Workman" or "Mechanic" employed on this project.

* To be provided by Contractor as part of bid. May be considered when awarding bid.

ATTEST: 

Maldonado-Burkett, LLP

Contractor

By: 

(Seal if Corporation)

2312 Western Trails Blvd., Ste. C-303, Austin, TX 78745

Address

michael.sifuentes@maldonado-burkett.com

e-Mail

361-236-4611

Telephone

1A3.7 ADDENDUM RECEIPT

Receipt of the following addenda to the Contract Documents is acknowledged:

ADDENDA NO.	DATE RECEIVED	SIGNED	ADDENDA NO.	DATE RECEIVED	SIGNED
<u>1</u>	<u>08/04/25</u>	<u></u>	_____	_____	_____
<u>2</u>	<u>08/06/25</u>	<u></u>	_____	_____	_____

1A3.8 BID ACCEPTANCE

If written notice of the acceptance of this Bid is mailed, Faxed, or delivered to the Bidder within thirty (30) days after the date for opening of Bids or anytime thereafter before this Bid is withdrawn, the Bidder will, within ten (10) days after the date of such mailing, Faxing, of delivery of such notice, execute and deliver to the Owner, an Agreement in the form included in the Contract Documents and surety bonds in accordance with Section 1A2 of the Instructions to Bidders. The Bidder hereby designates as his office to which such notice of acceptance may be mailed, Faxed, or delivered:

NOTE: Owner reserves the right to delete all or a portion of any bid item. Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the bidding.

1A3.9 INFORMATION CONCERNING BIDDER

Name of Bidder: Maldonado-Burkett, LLP

Bidder Is: Individual () Partnership (x) Corporation ()

Residence of Bidder (if individual): _____

Date of Bid: 09/04/25

If Bidder is a partnership, fill in the following blanks:

Name of Partners: Ramon Maldonado & Karl Burkett

If Bidder is a corporation, fill in the following blanks

Organized under the laws of the State of _____

Name and Home address of the President _____

Name and Address of the Treasurer _____

DIVISION 1 - GENERAL REQUIREMENTS**SECTION 1A - BID DOCUMENTS****1A6[1] STATEMENT OF BIDDER'S QUALIFICATIONS**

(To be submitted by the lowest and/or best Bidder
only upon the specific request of the Owner.)

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
Maldonado-Burkett, LLP
2. Permanent main office address.
2312 Western Trails Blvd., Ste. C-303
Austin, TX 78745
3. When organized.
2007
4. If a corporation, where incorporated.
N/A
5. How many years have you been engaged in the contracting business under your present firm or trade name?
18 Years
6. Contracts on hand. (Attach a schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Attached
7. General character of work performed by your company.
The MB Team specializes in ITS, signals and lighting construction. Our company also carries pre-certifications with TxDOT.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
No
9. Have you ever defaulted on a contract? If so, where and why?
No
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
Attached
11. List your major equipment available for this contract.
Attached
12. Experience on construction work similar in importance to this project.
Attached

13. Background and experience of the principal members of your organization, including the officers.

Partner Resumes Attached

14. Credit available:

1.5M

15. Give Bank reference:

Frost Bank:
 Danielle Quintero
 512-473-4331
 Danielle.quintero@frostbank.com

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

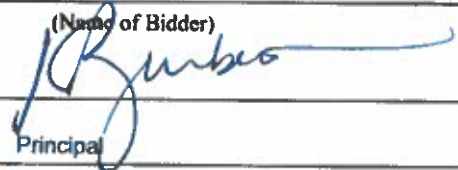
Yes

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 2312 Western Trails Blvd. Ste. C-303
Austin, Texas 78745, this 2nd day of September, 2025.

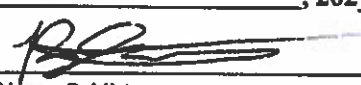
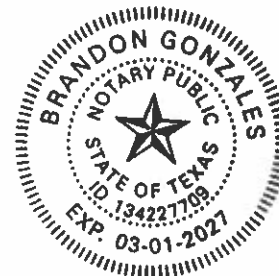
Maldonado-Burkett, LLP

(Name of Bidder)

By: Title: PrincipalState of TexasCounty of Travis

Karl Burkett, being duly sworn, deposes and says that he
 is Principal of Maldonado-Burkett, LLP
 (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 2nd day of September, 2025.
(Notary Public)My commission expires 03-01, 20 27.

**MALDONADO - BURKETT**

ENGINEERS | CONTRACTORS

DBE | MBE | HUB

**1A6: STATEMENT OF BIDDER'S QUALIFICATIONS
ITEM 6 - CONTRACTS ON HAND**

1. MC 164 – Port Aransas Condos
Contract Total - \$1,143,238 (including change orders)
Anticipated Substantial Completion Date – September 2025
2. MC 226 – TxDOT CSJ 105-03-030 San Patricio County Safety Lighting
Contract Total - \$887,775.01 (including change orders)
Work is complete pending TxDOT Final Acceptance
3. MC 261- TxDOT CSJ 0916-00-281 Nueces Wrong Way Warning System
Contract Total - \$1,347,670.08
Work is scheduled to begin in September 2025 (3 month contract)
4. MC 272 – TxDOT CSJ 0326-01-056 Nueces Signal & Illumination
Subcontract Total - \$1,735,787.35
Work is scheduled to begin in Fall 2025 (4 year contract)



MALDONADO - BURKETT

ENGINEERS | CONTRACTORS

DBE | MBE | HUB

**1A6: STATEMENT OF BIDDER'S QUALIFICATIONS
ITEM 10 - PROJECTS RECENTLY COMPLETED**

1. MC 216 – TxDOT CSJ 0916-00-242
\$949,235.95
July 2025
2. MC 229 – TAMUCC Chaparral Building Renovations
\$1,276,771.95
May 2025
3. MC 217 – TxDOT CSJ 0073-14-008
\$146,024.85
March 2025
4. MC 212 – 1558-03-110 Nueces Co. TS Improvement
\$147,462.43
Sept 2024

MALDONADO-BURKETT VEHICLE & EQUIPMENT LIST

UNIT #	TYPE	YEAR	MAKE	MODEL
5000	Truck	2017	FORD	F350
5002	Truck	2019	TOYOTA	TUNDRA
5010	Truck	2019	TOYOTA	TACOMA
5013	Truck	2019	TOYOTA	TACOMA
5019	Truck	2015	FORD	F250
5020	Truck	2022	FORD	F350
5021	Truck	2023	FORD	Transit
5022	Truck	2021	FORD	F250
5023	Truck	2024	FORD	F250
5401	Bucket Truck	2010	International	4300
5402	Bucket Truck	2012	FORD	F550
5403	Bucket Truck	2014	FORD	F550
5500	Digger Truck	2002	CHEVY	C5000
5501	Digger Truck	2007	International Digger Truck	4300
6000	Trailer	2019	RV-Trail Runner	N/A
6002	Trailer	2020	Utility Trailer	
6003	Trailer	2020	Big Tex	22GN-35BK+5MR
6004	Trailer	2018	Continental	12
6005	Trailer	2021	TOP HAT	UT
6006	Trailer	2021	East Texas	CH8314
6007	Trailer	2022	Load	
6008	Trailer	2025	Delco	C520A72ESCK
6009	Trailer	2025	PJ Trailers	T6202
7000	Misc Equipment	2015	TOYOTA	FORKLIFT (type: LP)
7001	Misc Equipment	2006	Ditch Witch	RT40 Trencher
7001	Misc Equipment		Ditch Witch	H314 Digging Attachment
7001	Misc Equipment			A322 Backhoe Attachment
7002	Misc Equipment	2020	Other	TTMA (Trailer Truck Mounted Attenuator)
7003	Trailer / Equipment		Ingersoll Rand	P-175B-W-JD Compressor
7004	Misc Equipment	2022	Arrow Board trailer	ST-4815G3
7005	Misc Equipment	2022	Ver Mac Pro	PCMS-1500
7006	Misc Equipment	2022	Ver Mac Pro	PCMS-1500
7007	Misc Equipment	N/A	RoadQuake	Rumble Strips
7008	Misc Equipment	N/A	RoadQuake	Rumble Strips
7009	Misc Equipment	N/A	RoadQuake	Rumble Strips
7010	Misc Equipment	N/A	RoadQuake	Rumble Strips
7011	Misc Equipment	N/A	RoadQuake	Rumble Strips
7012	Misc Equipment	N/A	RoadQuake	Rumble Strips
7013	Misc Equipment	N/A	John Deere	S160
7014	Trailer / Equipment	2023	Vactron	LP 573 XDT W/TRLR
7015	Misc Equipment	2022	TraFFix	Scorpion II
7016	Misc Equipment	2022	Ditch Witch	JT5 Jet Trac
7017	Misc Equipment	2009	BobCat	S300
7018	Misc Equipment	2023	CAT/HOLT	Track Hoe / Mini Excavator
7019	Misc Equipment	2012	JLG	1230 ES - Lift
7020	Misc Equipment	2012	Genie	1930 GS - Lift

**MALDONADO - BURKETT**

ENGINEERS | CONTRACTORS

DBE | MBE | HUB

**1A6: STATEMENT OF BIDDER'S QUALIFICATIONS
ITEM 12 – CONSTRUCTION EXPERIENCE ON SIMILAR PROJECTS**

Maldonado-Burkett, LLP is a DBE certified and HUB firm in Texas. The MB Team specializes in ITS, signals and lighting construction. Our company also carries pre-certifications with TxDOT. Our team of professionals is dedicated to the success of our clients, and we take great pride in making meaningful contributions to the advancement of the communities we serve. Below is a short-list of construction work similar in importance to this project.

1. 2018-2021 MC 042 – CoCC Rodd Field Road Improvements - \$1,421,085.50
2. 2020-2021 MC 057 – 2263-02-089 TxDOT Port Aransas Ferry Landing - \$3,266,550.09
3. 2022-2023 MC 123 – 0916-35-222 TxDOT Hazard Elimination & Safety - \$630,890.99
4. 2021-2024 MC 109 – CoCC Staples St Traffic Signals - \$898,534.95



MALDONADO - BURKETT
ENGINEERS | CONTRACTORS

Ramon Maldonado, Jr., P.E.
Managing Partner



Mr. Maldonado is the Managing Partner of Maldonado-Burkett (MB). He has over 25 years of experience working on a wide variety of complex design projects involving roadway rehabilitation and reconstruction, schematic design, route studies, new bridges, bridge replacement, the design of cross sections, earthwork, drainage, construction pollution mitigations, curb and gutter, storm sewer, culvert design, traffic control, traffic signals, lighting, ITS, signing and striping.

POSITION:

Managing Partner/Professional Engineer

EDUCATION:

B.S. in Civil Engineering Texas A&M University
- Kingsville, 1998

REGISTRATION:

Professional Engineer Texas No. 96763
Professional Engineer Georgia No. 44411

TXDOT PRECERTS:

- 3.2.1 Route Studies and Schematic Design
- 4.2.1 Roadway Design
- 7.1.1 Traffic Engineering Studies
- 7.3.1 Traffic Signal Timing
- 7.5.1 Intelligent Transportation Systems
- 8.1.1 Signing, Pavement Marking and Channelization
- 8.2.1 Illumination
- 8.3.1 Signalization
- 8.4.1 ITS Control Systems Analysis, Design & Implementation

SELECT PROJECT EXPERIENCE

Corpus Christi Independent School District Traffic Impact Analysis

Mr. Maldonado has completed several TIA's for CCISD. The studies included gathering existing peak hour traffic volumes, trip generation peak hour volumes and projected peak hour volumes. Roadway and/or signal improvements were recommended to maintain a Level of Service D or better at all intersections. Signal warrant studies were also included in the TIA studies as needed. TIA studies were completed using the latest version of the Trip Generation and Highway Capacity Manuals. Passer V and OTTIS software were used to generate the report. MB made recommendations for the new school locations based on the data analysis and proposed driveway options.

Spur 3 (Ennis Joslin), City of Corpus Christi, Corpus Christi, Texas

Mr. Maldonado completed an extensive and complicated TIA study which included the development of an Italian Village project within close proximity of an expanding University campus. The study included gathering existing peak hour traffic volumes, trip generation peak hour volumes and projected peak hour volumes. Roadway and/or signal improvements were recommended to maintain a Level of Service D or better at all intersections within a one mile radius. Signal warrant studies were also part of the TIA study. TIA studies were completed using the latest version of the Trip Generation and Highway Capacity Manuals. Passer V and OTTIS software was used to generate the report.

IH 10 from Ralph Fair Road to Dominion Drive, San Antonio, Texas

Ramon Maldonado managed and reviewed the design of 3 traffic signals in San Antonio. Design included Mast Arm Poles, Audible Pedestrian Signals, Pedestrian Signal Heads, Crosswalks and Curb Ramps, Radar Detection (Presence and Advance), Continuous Lighting, Underpass lighting, design of roadway Traffic Signs, large signs and small roadside signs, and design of roadway Pavement Markings. All design was in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Traffic Signal Manual, Electrical and Illumination Details and Standard Sheets.

SH 35 at SH 71, etc., Austin/Round Rock, Texas

Mr. Maldonado managed and reviewed 7 traffic signals in the Austin / Round Rock area. Design included Mast Arm Poles, Audible Pedestrian Signals, Pedestrian Signal Heads, Crosswalks and Curb Ramps, Video Detection (Presence and Advance) and Safety Lighting. All design was in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Traffic Signal Manual, Electrical and Illumination Details and Standard Sheets.



MALDONADO - BURKETT
ENGINEERS | CONTRACTORS

Ramon Maldonado, Jr., P.E.
Managing Partner

North Tarrant Expressway, Blue Bonnet Construction, Fort Worth, Texas

Ramon Maldonado designed conventional and high mast roadway lighting for a multilevel freeway and interchange, as well as ITS duct bank for this project in Fort Worth, Texas. Duct Banks required extensive coordination with the bridge section. Illumination design included limiting spill light in residential areas.

FM 624 from SH 359 to US 281, Orange Grove, Texas

Mr. Maldonado managed and reviewed the design of Traffic Control Plan layouts, Design of roadway Traffic Signs, large signs and small roadside signs, Design of roadway Pavement Markings, Design of SW3P plan layouts. All design was in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT Detail Standard Sheets.

Terrell Heights, Fort Worth – Residential Street Lighting, Services 2010 Construction 2011

Mr. Maldonado managed and reviewed the street lighting design for Terrell Heights, the historical district in Fort Worth. Decorative post top style lighting was designed to illuminate the streets and sidewalks of existing city streets. Both horizontal and vertical illuminance was considered. The Metal Halide light source chosen was to provide white light. Aesthetic pedestal electrical services were designed to complement the decorative poles. Lighting design met ANSI/IES RP-9 guidelines. Electrical design met the National Electrical Code. MB designed dark sky friendly neighborhood post top style lighting for the City of Fort Worth. MB personnel worked closely with roadway and survey engineers to locate utilities and field spot each pole. Design included horizontal illuminance and vertical illuminance calculations, fixture specification, and electrical design. Electrical services were designed as pedestal style 240/480 VAC with luminaires served at 240 VAC. Luminaires were KIM lighting metal halide.

SH 30 from West of FM 2550 to West of FM 179, Bryan, Texas

Ramon Maldonado managed and reviewed the design of Traffic Control Plan layouts, design of roadway Traffic Signs, large signs and small roadside signs, design of roadway Pavement Markings, and the design of SW3P plan layouts. All design was in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT Detail Standard Sheets.

Eagle Pass International Bridge, Eagle Pass, Texas

Ramon Maldonado managed and reviewed the design of safety lighting, decorative lighting and traffic signal controls for new overhead canopy. All design was in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Traffic Signal Manual, Electrical and Illumination Details and Standard Sheets.

Traffic Signal Design – Gollihar & Airline, Ayers & Port Avenue

Ramon Maldonado managed and reviewed signal designs which consisted of a Signal Wiring Diagram, Traffic Signalization Interval Sequence and Timing, and recommended special sequences with Emergency Vehicle Preemption. MB reviewed specifications from the client and conducted proper QA/QC procedures for the client and interoffice plan sheets. All designs were completed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), TxDOT 2004 Standards Specification Book, TxDOT Traffic Signal Manual, National Electrical Code and TxDOT Standards.

US 287 Safety Lighting, TxDOT, Ennis, Texas

Ramon Maldonado designed standard partial interchange lighting for US 287 including ramps and intersections. Ramon coordinated the design with local requirements, drainage system, retaining walls and other disciplines.

FM 1716 Temporary Signal, Rusk County, Texas

Ramon Maldonado managed and reviewed the design of temporary signal to accommodate large oversize dump trucks. Design included advance detection and safety lighting. A field inspection was also done. All design was in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Traffic Signal Manual, Electrical and Illumination Details Standard Sheets.

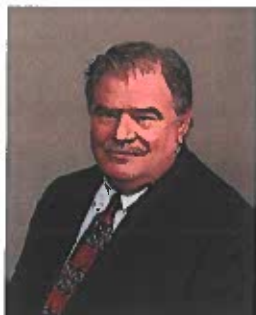
US 290 Continuous Lighting, TxDOT Austin District, Austin, Texas

Ramon Maldonado designed underpass lighting for the braided ramps and cross streets, and coordinated the design with bridge and aesthetic designers. He coordinated design and specifications for davit arm conventional poles with non-standard fixtures. He designed neighborhood friendly high mast lighting at the interchange.



MALDONADO - BURKETT
ENGINEERS | CONTRACTORS

Karl Burkett, P.E.
Partner



As a partner at Maldonado-Burkett (MB), Mr. Burkett designs ITS and Illumination projects. He has over 30 years of experience with highway electrical systems, including lighting, ITS and signals. As TxDOT's statewide Senior Lighting and Electrical Engineer, he served 15 years developing standard sheets and specifications. He has an in-depth knowledge of the National Electrical Code, electrical power designs, LED lighting systems, and alternative solutions to difficult problems. Mr. Burkett has been awarded three patents for lighting and electrical equipment.

POSITION:

Professional Electrical Engineer/Principal

EDUCATION:

B.S. in Electrical Engineering
University of Texas, 1988

REGISTRATION:

Professional Engineer, Texas No. 68910

TXDOT PRECERTS:

- 1.1.1 Policy Planning
- 7.4.1 Traffic Control Systems Analysis, Design and Implementation
- 7.5.1 Intelligent Transportation Systems
- 8.2.1 Illumination
- 8.3.1 Signalization
- 8.4.1 ITS Control Systems Analysis, Design and Implementation
- 10.4.2 Pump Stations – Electrical

MEMBERSHIPS:

IEEE
AASHTO Roadway Lighting Task Force
– Consultant Resource
IESNA – Roadway Lighting Committee
ITS-America
NTCIP 1213 Work Group

PUBLICATIONS:

Co-Author, "AASHTO Roadway Lighting Design Guide"
Co-author, "Traffic Operations Manual, Highway Illumination Volume", 2003
Co-author, "Recommended Standard NTCIP 1213 v2.19. Object Definitions for Electrical and Lighting Management Systems (ELMS)", December 2005
Contributor, ANSI/IESNA RP-8-14 Standard Practice for Roadway Lighting Contributor, ANSI/IESNA RP-22-11 Standard Practice for Tunnel Lighting -TxDOT

SELECT PROJECT EXPERIENCE

NTTA-DNT Main lane/Ramp Modifications, TxDOT, Dallas, Texas

Karl Burkett designed roadway lighting and power for ITS devices for this roadway widening project. The project required extensive research into as-built plans and coordination with existing infrastructure. The design also included temporary and permanent traffic signals at the intersection of Dallas North Tollway (DNT) with Tennyson Parkway in Plano, Texas. The signal project and associated illumination replacement required extensive coordination with the City of Plano.

IH 30/35 Horseshoe, TxDOT, Dallas, Texas

Karl Burkett designed new Ethernet Fiber communications systems, relocated and supplemented existing ITS elements including a major satellite facility. Supplemental devices were installed on an Ethernet ring that was installed alongside the legacy equipment. An Ethernet switch was installed at the Satellite building and subsequently uploaded to the ATM network for transmission back to the Traffic Management Center. LED, conventional HPS, and high mast HPS illumination were all designed for the project. The LED lighting consisted of 4000K LED decorative fixtures mounted on decorative aluminum poles with paint schemes to match the project's aesthetic requirements.

IH 35E Managed Lane Improvements Project – ITS Design, Dallas and Denton Counties

Karl Burkett was tasked with developing the ITS design for the entire project, a length of approximately 28 miles. The ITS system consisted of video and vehicle detection systems to monitor traffic conditions; a system of dynamic message signs to inform motorists of traffic conditions; and a communications network along the facility employing a system that utilizes a fiber optic cable backbone to tie all ITS hardware to DalTrans, the district's transportation management center. Mr. Burkett also worked closely with the Projects' toll system integrator to coordinate the location of toll vehicle equipment to a fiber optic cable communication network system that parallels the ITS network. Lastly, he was responsible for the electrical service design for the entire ITS and toll system.

North Tarrant Expressway – Illumination, Power & Duct Bank Design, Fort Worth, Texas

This project consisted of high mast lighting, conventional lighting, temporary signals, and providing power to the new locations when necessary. Mr. Burkett incorporated elements of the existing illumination system to light the newly designed roadway and reduce construction costs. Mr. Burkett was also



MALDONADO - BURKETT
ENGINEERS | CONTRACTORS

Karl Burkett, P.E.
Partner

tionresponsible for designing the duct bank layout and providing power to all of the ITS components. The design is being completed in accordance with AASHTO Roadway Lighting Design Guide, the Texas Department of Transportation Illumination Design Manual and the National Electrical Code.

LBJ (IH 635) Freeway Illumination and Power, Dallas, Texas

This project consisted of conventional lighting, daylight modeling and evaluation of depressed sections, temporary lighting and providing power to the new locations when necessary. Mr. Burkett incorporated elements of the existing illumination system to light the newly designed roadway and reduce construction costs. He developed lighting for the depressed roadway sections. The design complied with AASHTO Roadway Lighting Design Guide, the Texas Department of Transportation Illumination Design Manual and the National Electrical Code.

SH 161 Pedestrian Bridge Lighting System, TxDOT, Dallas County, Texas

Karl Burkett was responsible for the design for this project, which consisted of non-standard pedestrian approach lighting and compact overhead fixtures attached to the pedestrian crossing structure. Mr. Burkett wrote special specifications for the pole mounted and the structure mounted fixtures. The electrical systems consisted of 120/140 volt pedestal services. He also designed and specified a lighting protection grounding system.

Spring Valley Tunnel Lighting System, TxDOT, Dallas County, Texas

Karl Burkett designed this \$2.7M dollar tunnel lighting system while working at TxDOT. The design consisted of over 1,500 induction fluorescent tunnel lighting fixtures operating at 240 VAC. Karl Burkett was responsible for the control system designed to turn light fixtures on and off, depending on the ambient light conditions. The electrical system consisted of a three phase service and high temperature fire-rated wiring. Karl wrote special specifications for all non-standard components. A picture of this tunnel is now on the cover of the new AASHTO Roadway Lighting Design Guide.

Trinity Parkway Illumination and ITS Design, NTTA, Dallas, Texas

Karl Burkett was the project manager for ITS and illumination systems implementation on this unique project with the USACE. This project consisted of preliminary design of a new roadway facility in the Trinity River flood plain. Mr. Burkett implemented the North Texas Tollway Authority (NTTA) Master ITS Plan to design this project, as well as all electrical and ITS design requirements. He complied with TxDOT design requirements and AASHTO requirements throughout the course of this project.

DFW Connector Illumination and ITS Design, Cintra/Earth Tech, Fort Worth, Texas

Karl Burkett performed procurement level engineering for the Dallas Fort Worth Connector Design Build Team. Work included all illumination and ITS for the entire corridor. The project consisted of multilevel interchanges, depressed sections and managed lanes.

Design of Lighting, Power, and Communication Systems for SH 121, NTTA, Collin County, Texas

Karl Burkett was responsible for the design of this project that consisted of approximately four miles of non-standard electrical services, non-standard lighting, CCTV and AVI locations, and power and communications duct banks for the NTTA. Special design requirements were implemented using AGI-32 lighting design software, the AASHTO Roadway Lighting Design Guide, and the National Electrical Code.

SH 121 Design of Power and Communications for Open Road Tolling, TxDOT, Collin and Denton Counties, Texas

Karl Burkett was responsible for the design of power and communications for electronic toll collection facilities. The design included non-standard electrical services, separately derived backup generator power stations, transformer connections, fiber optic cable installation details, and site coordination of power and communications installation and connections.

W.W. White, USACE, Fort Sam Houston, Texas

Karl Burkett designed a standard continuous illumination and communications duct bank crossing a new bridge. He coordinated design with City Public Service (utility company), and the US Army Corp of Engineers (USACE), and bridge details.

IH 35 Frontage Road Bridge Decorative Lighting, TxDOT, Waco, Texas

Karl Burkett designed an LED decorative bridge lighting and DMX controls for two freeway bridges in Waco, Texas. The design included color changing spot lights on cables, columns, and bents. Construction cost: \$2 million.

DIVISION 1 - GENERAL REQUIREMENTS**SECTION 1A - BID DOCUMENTS****1A7[1] BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned, Maldonado-Burkett, LLP as PRINCIPAL, and FCCI Insurance Company as SURETY, are held and firmly bound unto City of Port Aransas, Nueces County, Texas hereinafter called OWNER in the penal sum of Five Percent of Amount Bid— Dollars (\$ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated September 4th, 2025, for the construction of:

AVENUE G AND STATION STREET TRAFFIC SIGNAL

City of Port Aransas

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) day after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into written Contract with the OWNER in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the OWNER the difference between the amount specified in said Bid and the amount for which the OWNER may procure the require work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 4th Day of September, 2025, the name and corporate seal of each corporate party hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of N/A (Individual Principal) (SEAL)

(Business Address)

Maldonado-Burkett, LLP (SEAL)

2312 Western Trails Blvd, Suite C-303

Austin, TX 78745

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____ Affix
President Corporate
Seal

Attest:

Jennifer Upton, Surety Witness

FCCI Insurance Company

(Corporate Surety)

By: Bailee Islas Affix
Bailee Islas, Attorney-in-Fact Corporate
Seal

Countersigned

By: Bailee Islas
Bailee Islas, Texas Resident Agent

Attorney-in-Fact, State Texas

(Power-of-attorney for person signing for Surety Company must be attached to bond.)



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

Secretary of the Corporation names as Principal in the attached
Bond that _____ who signed the said Bond on behalf of the Principal was then
the _____ of said Corporation, that I know his signature and his
signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said
Corporation by authority of the governing body.

(Signed)

Title _____

Date _____

Affix
Corporate
Seal

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Allen Bale; Chris Brower; Dana Mickey; Dane Bubela; Daniel Cokenour; Ericka Hamman; Nikki Adams; Greg Wilkerson; Jason Nobles; Jennifer Upton; Margery Hall; Parker Hamilton; Samantha Kato; Eyvonne Cantu; Bailiee Islas; Raul Barberena, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): **\$30,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # 141 326336
Expires February 27, 2027

Peggy Snow

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # 141 326336
Expires February 27, 2027

Peggy Snow

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this 4th day of September, 2025

Christopher Shoucair

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

September 10, 2025

City of Port Aransas
David Parsons | City Manager
710 West Avenue – A
Port Aransas, TX. 78373

TRANSMITTED VIA EMAIL

**Re: RECOMMENDATION OF AWARD
AVENUE G AND STATION STREET TRAFFIC SIGNAL
CITY OF PORT ARANSAS, TEXAS
PROJECT No: 6280**

Dear Mr. Parsons:

On Thursday September 4, 2025, at 3:00 p.m., one bid was received and opened for the above-referenced project. The project was bid with one (1) total Base Bid for Improvements. The One (1) bid was received from Maldonado-Burkett in the amount of \$315,267.52.

Urban | DCCM prepared a Bid Tabulation (attached) of the one (1) received bid. During our review of the bid, we noted arithmetic errors in the "Total Price" for various bid items. The contractor indicated the unit prices for all bid items and the total bid amount of \$315,267.52 are correct.

Prior to the bid opening, Urban | DCCM reached out to several general contractors and specialized contractors to inform them of the project and encourage participation. While some expressed initial interest, others indicated that the project was too limited in scope to justify submitting a bid.

Three (3) contractors, in addition to Maldonado-Burkett, expressed their intent to submit bids. After the bid opening, Urban | DCCM followed up with these three (3) contractors to understand why they did not participate. They stated that due to existing project commitments, limited availability of local resources, and bonding/material quote issues, they made a last-minute decision not to submit a bid.

Maldonado-Burkett is a well-regarded local contractor known for producing quality work and comes highly recommended. Several Urban | DCCM employees have worked with Maldonado-Burkett on previous projects and have consistently had positive experiences with their performance and reliability. Based on the information presented above, it is the recommendation of Urban | DCCM that the City award the Avenue G and Station Street Traffic Signal project to the one apparent low bidder Maldonado-Burkett in the amount of \$315,267.52.

If you have any questions or need any additional information, do not hesitate to contact me.

Regards,

URBAN ENGINEERING, LLC



Averil DeVault, P.E.

Project Manager

adevault@dccm.com

ACD/ek

cc: Francisca Nixon, City of Port Aransas
Nikki Richardson, City of Port Aransas
Anthony Allen, Urban | DCCM
Elsa Kroeger, Urban | DCCM
Roberto Arredondo, AC Group

7.B.

TABULATION OF BIDS

TABULATED BY: EK/ACD

DESIGN ENGINEER: Urban DCCM

BID DATE: September 4, 2025

Addendum 1 & 2: Yes

Bid Bond: Yes

Calendar Days: 270

PROJECT: Avenue G and Station Street Traffic Signal - Port Aransas, TX

Project No: 6280

BASE BID

Maldonado-Burkett, LLP
433 Flato Road
Corpus Christi, TX 78405
(361) 236-4611

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
PART A - GENERAL IMPROVEMENTS					
1	Mobilization (5%)	LS	1	\$ 14,650.00	\$ 14,650.00
2	Insurance and Bonds (2% Max)	LS	1	\$ 5,800.00	\$ 5,800.00
3	Traffic Control Design and Implementation	LS	1	\$ 9,948.83	\$ 9,948.83
SUBTOTAL PART A - GENERAL IMPROVEMENTS (Items A1 thru A3)					\$ 30,398.83
PART B - STREET IMPROVEMENTS					
1	Remove Existing Pavement Markings	LF	1,020	\$ 1.34	\$ 1,366.80
2	Reflective Pavement Marking TY.1 (Y) (6") (DBL) (SLD)	LF	415	\$ 3.22	\$ 1,336.30
3	Reflective Pavement Markings TY.1 (W) (8") (SLD) (90 mil)	LF	275	\$ 2.69	\$ 739.75
4	Reflective Pavement Marking TY.C (W) (24") (SLD) (125 mil) - Stop Bar	LF	49	\$ 26.85	\$ 1,315.65
5	Prefabricated Pavement Markings TY.C (W) (Word) "Only" (125 mil)	EA	2	\$ 375.95	\$ 751.90
6	Prefabricated Pavement Markings TY.C (W) (Left Turn Arrow) (125 mil)	EA	3	\$ 322.25	\$ 966.75
7	Prefabricated Pavement Markings TY.C (W) (Right Turn/Thru Arrow) (125 mil)	EA	3	\$ 429.66	\$ 1,288.98
8	Raised Reflective Pavement Markings (TYII-A-A) Yellow	EA	40	\$ 21.48	\$ 859.20
9	Raised Reflective Pavement Markings (TY-I-C) White	EA	14	\$ 21.48	\$ 300.72
10	Raised Reflective Pavement Markings (TYII-B-B)	EA	1	\$ 21.48	\$ 21.48
11	Allowance for Unanticipated Street Improvements (MANDATORY)	AL	1	\$ 2,000.00	\$ 2,000.00
SUBTOTAL PART B - STREET IMPROVEMENTS (Item B1-thru B11)					\$ 10,947.53
PART C - TRAFFIC SIGNAL IMPROVEMENTS					
1	Drill Shaft (TRF SIG POLE) (36")	LF	52.80	\$ 707.77	\$ 37,370.26
2	Condt (PVC) (SCH 80) (4") (Bore)	LF	216	\$ 73.11	\$ 15,791.76
3	Condt (PVC) (SCH 80) (2")	LF	120	\$ 21.99	\$ 2,638.80
4	Condt (PVC) (SCH 80) (2") (Bore)	LF	62	\$ 48.60	\$ 3,013.20
5	Condt (PVC) (SCH 80) (3")	LF	91	\$ 29.12	\$ 2,649.92
6	Condt (PVC) (SCH 80) (3") (Bore)	LF	45	\$ 73.08	\$ 3,288.60
7	Condt (PVC) (SCH 80) (4")	LF	53	\$ 65.90	\$ 3,492.70
8	Elec Condr (No. 6) Bare	LF	490	\$ 3.61	\$ 1,768.90
9	Elec Condr (No. 6) Insulated	LF	60	\$ 6.88	\$ 412.80
10	Ground Box TY D (162922) w/Apron	EA	4	\$ 1,478.53	\$ 5,914.12
11	ELC SRV TY T 120/240 000 (NS) GS (N) SP (U)	EA	1	\$ 8,301.71	\$ 8,301.71
12	Remove SM Rd SN SUP and AM	EA	2	\$ 242.23	\$ 484.46
13	Install Hwy TRF Sig (Isolated)	EA	1	\$ 79,771.97	\$ 79,771.97
14	VEH SIG SEC (12 IN) LED (GRN)	EA	8	\$ 312.00	\$ 2,496.00
15	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2	\$ 312.00	\$ 624.00
16	VEH SIG SEC (12 IN) LED (YEL)	EA	8	\$ 312.00	\$ 2,496.00
17	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4	\$ 312.00	\$ 1,248.00
18	VEH SIG SEC (12 IN) LED (RED)	EA	8	\$ 312.00	\$ 2,496.00
19	VEH SIG SEC (12 IN) LED (LED ARW)	EA	2	\$ 312.00	\$ 624.00
20	PED SIG SEC (LED) (Countdown)	EA	8	\$ 706.99	\$ 5,655.92
21	Backplate w/REF BRDR (3 SEC) (VENT) ALUM	EA	8	\$ 126.55	\$ 1,012.40
22	Backplate w/REF BRDR (4 SEC) (VENT) ALUM	EA	2	\$ 191.15	\$ 382.30
23	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	LF	822	\$ 2.84	\$ 2,334.48
24	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	440	\$ 5.82	\$ 2,560.80
25	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	984	\$ 3.46	\$ 3,404.64
26	TRF SIG CBL (TY A) (14 AWG) (16 CONDR)	LF	425	\$ 6.75	\$ 2,868.75
27	INS TRF SIG PL AM (S) 1 ARM (24")	EA	1	\$ 11,298.11	\$ 11,298.11
28	INS TRF SIG PL AM (S) 1 ARM (32")	EA	3	\$ 13,163.22	\$ 39,489.66
29	PED Detect Push Button (APS)	EA	8	\$ 740.62	\$ 5,924.96
30	PED Detector Controller Unit	EA	1	\$ 4,105.94	\$ 4,105.94
31	Allowance for Unanticipated Traffic Signal Improvements (MANDATORY)	AL	1	\$ 20,000.00	\$ 20,000.00
SUBTOTAL PART C - TRAFFIC SIGNAL IMPROVEMENTS (Item C1 thru C31)					\$ 273,921.16
TOTAL BASE BID				\$	315,267.52

* Areas with bold text and borders indicates an error in the extension of the unit price figure. The value shown is the corrected value.

RESOLUTION NO. 2025-R

A RESOLUTION OF THE PORT ARANSAS CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS, AWARDING REQUEST FOR PROPOSAL (RFP 2025-11) FOR AVENUE G AND STATION STREET TRAFFIC SIGNAL, PORT ARANSAS, TEXAS; AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS ASSOCIATED WITH SAID BID AWARD.

WHEREAS, the City of Port Aransas issued a Request for Proposal (RFP) on July 17, 2025, construction of a new traffic signal and roadway re-striping at the intersection of Avenue G and Station Street.; and

WHEREAS, notice of the time and place that the bids for a contract required to be let by competitive was advertised in compliance of Texas Local Government Code §2525.041(a); and

WHEREAS, the bid document was posted on the 17th day of July, 2025 on the bulletin board at Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas and on the webpage www.cityofportaransas.org in addition to being published in *The South Jetty* in the Thursday, July 17 and July 24, 2025, editions; and

WHEREAS, bids were returned to the City Secretary’s office, prior to Thursday, September 4, 2025, at 3:00 pm, at which time they were publicly opened, acknowledged and read aloud by an officer of the City in compliance with Texas Local Government Code §252.041; and

WHEREAS, One (1) responsive bid was received from:

Bidder	Total Bid Amount
Maldonado-Burkett, LLP	\$315,267.52

WHEREAS, a contract for goods or services subject to the competitive sealed bidding requirements must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality in compliance with Texas Local Government Code §252.043(a).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS:

Section 1. The City Council hereby awards RFP 2025-11 – Avenue G and Station Street Traffic Signal to _____ in the amount of \$ _____. Funds for the project are allocated from the Street Maintenance Fund Account #215, Capital Outlay Account #69470. Said RFP is attached hereto as **Exhibit A**.

Section 2: The City Council authorizes the city manager to sign all documents associated with said bid documents.

Section 3: It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED and **APPROVED** by the Port Aransas City Council, County of Nueces, State of Texas, on this **18th** day of **SEPTEMBER, 2025.**

CITY OF PORT ARANSAS, TEXAS

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action to confirm that Dune Permit PLAN 25-15 is consistent with the City's Coastal Management Plan. The proposed permit will allow for the development of Chapman Subdivision, NUD. Applicant: Brandon Lafayette on behalf of FRP Holdings, TX LLC. Property Location: 103 Twelfth St.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: P&Z

Staff Contact: Nicole Boyer, Development Services Director

BACKGROUND INFORMATION:

This application requests approval for the proposed construction of a private residential subdivision. The total project area is 2.06 acres (89,733 square feet). Several layout alternatives were evaluated by the applicant, and the selected design minimizes impacts to dunes and dune vegetation. No construction activities are planned within 410 feet of the vegetation line or within 730 feet of the mean high tide line (MHT).

The project will affect approximately 7,170 square feet of dunes and 452 cubic yards of material. Impacted dune material will be relocated to the designated compensation area, and additional compatible material from outside the dune protection zone will be imported. In total, the compensation area will consist of 7,250 square feet and 465 cubic yards, thereby fully offsetting the proposed impacts.

City of Port Aransas Coastal Management Plan:

https://cityofportaransas.org/wp-content/uploads/2019/12/Coastal_Mgmt.pdf

FINANCIAL IMPACT:

none

POLICY IMPLICATIONS:

none

RECOMMENDATION:

Recommendations will be discussed at the meeting.

ATTACHMENTS:

[Letter from Applicant](#)

[Dune Permit Application \(Revised\)](#)

[City Engineer \(2nd Review\)](#)

[Staff Explanation on Vegetation Impacts and Compensation Dunes](#)

[Texas General Land Office Comments](#)

7.C.

[Revised Dune Permit Exhibits \(to coincide with approved Civil Plans\)](#)
[GLO Amendment email](#)



Dune Permit Request

To Whom it may concern,

I am applying for a dune permit on the property located at 103 12th Street in Port Aransas. I represent the owner FRP Holdings Tx LLC. I have contracted with Pillar Engineering to assist in the process of the dune permit as well as the civil plans. We have worked with the Army Corp. of Engineers for the determination of the wetlands onsite and are including the findings in this report.

We have spoken several times with Michelle Leslie, Team Lead for Beach Access and Dune Protection Coastal Resources with the Texas General Land Office. She has been very gracious in providing feedback and guidance in our efforts to mitigate our dune area in an acceptable manner that satisfies all criteria set forth by our governing bodies. In our final discussion, Michelle communicated to us our mitigation proposal was an acceptable solution. Our exhibits reflect her direction.

Please review our application and let us know if you have any questions.

Thank you for your attention,

Brandon Lafayette

DUNE PERMIT

Chapman Cove Subdivision
103 Twelfth Street, Port Aransas

Date: May 30, 2025



Pillar Engineering, LLC
701 Park Avenue
Corpus Christi, Texas 78401
T.B.P.E. Firm # 21625

Chapman Cove Subdivision

103 12th Street, Port Aransas Dune Permit Application

Table of Contents

1. Introduction	2
2. Permit & Certificate Application Requirements	2 – 7
3. Applicant's Assertions	8
4. Dune Protection Permit	9
5. Beachfront Construction Certificate Application	10
6. Beachfront Construction Certificate Application (Short Form PASF-1)	11
7. Beachfront Construction Certificate (For PASF-1)	12

Exhibits

Exhibit # 1	Site Map
Exhibit # 2	Topographic Survey
Exhibit # 3	Dune Site Plan
Exhibit # 4	Site Dune Plan and Profile
Exhibit # 5	Port Aransas Beach Management Plan Map
Exhibit # 6	Site Photographs
Exhibit # 7	Avoidance, Minimization and Compensation Procedures
Exhibit # 8	Mitigation Procedures
Exhibit # 9	Approved Jurisdiction Determination Letter
Exhibit # 10	Notification Letter
Exhibit # 11	Neighbor Contact
Exhibit # 12	FEMA Floodplain Map
Exhibit # 13	City Engineer's Comments and Responses

Introduction

An application is submitted for a proposed Dune Permit for the construction of 103 Twelfth Street, Port Aransas, Texas. The proposed construction will consider the proposed residential private subdivision. The total project size is 2.06 acres or 89,733 square feet. Various layouts were reviewed, and the current placement causes the fewest impacts to dunes and dune vegetation. No construction is proposed within 410 feet of the vegetation line and 730 ft from the mean high tide line (MHT). The affected dunes include 7,170 SF and 452 CY of impacts. The impacted material will be relocated to the compensation area, and new dune material will be brought in from outside the dune protection zone to create 7,250 SF and 465 CY of compensation for the impacted dunes. Construction will avoid additional impacts to critical dunes. The impacts, mitigation, and compensation plan, Exhibit 4, and a detailed description of the mitigation sequence, Exhibit 7 & 8, further describe the planned dune-altering

PERMIT AND CERTIFICATE APPLICATION REQUIREMENTS

The following information has been provided in response to the requirements outlined in the "Port Aransas Coastal Management Plan" as adopted by the City Council on February 15, 1995. The information has been provided in the same order as required under Chapter IV, Section H of the plan. The information provided concerning this application is as follows:

1. For all proposed construction (large and small scale), the applicant shall submit the following items and information.

The project is classified as Large-Scale construction for dune permitting purposes and includes on-site mitigation.

A. The name, address, phone number, and if applicable, fax number of the applicant, and the name of the property owner, if different from the applicant:

Applicant/Owner:

Owner Rep.: Jim Henry
Owner Rep.: Brandon Lafayette
FRP Holdings, TX LLC
589 N. FM 1626, STE 201
Buda, TX 78610

Prepared By:

Kyle Hooper, P.E.
Pillar Engineering, LLC
Phone: (361) 960-4515
Email: www.PillarEngineers.com

Property Description:

103 Twelfth Street – Chapman Cove Subdivision
Port Aransas, Nueces County, Texas 78373
Plat in progress

B. *The number of structures and whether the structures are amenities or habitable structures:*

The proposed development consists of a residential subdivision comprising five buildable lots, private roadway and underground utilities.

C. *The number of parking spaces:*

No additional parking is proposed.

D. *The approximate percentage of existing and finished open space:*

The existing open space within the site is 96%. The resulting open space after the proposed construction of all improvements will be approximately 84%.

Open Space Before Construction	84,471 S.F. or 1.985 acres = 96%
Open Space After Construction	63,332 S.F. or 1.454 acres = 71%
Total Area	86,733 S.F. or 2.06 acres = 100%

E. *The elevation of lowest habitable structures and the finished floor elevation of all other structures:*

The elevation of the structure will vary. No habitable structures have been proposed to date. See Exhibit 3 and Exhibit 4 for the proposed scope of work.

F. *The approximate duration of construction:*

The construction will be completed within 3 years of the start of construction.

G. *A drawing showing configuration and location of any existing or proposed walkways or dune walkovers on the tract:*

NA

H. *A grading layout (referenced to the National Oceanographic and Atmospheric Administration or NAVD datum, having a contour interval of 2 feet or less), showing existing contours for the project area and proposed final grading:*

Exhibit 4, Impacts, Mitigation, and Compensation, provides existing contours and proposed grading in Texas State Plane, South Zone, with elevations aligned to NAVD 88.

I. *Photographs of the site, which clearly show the current location of the vegetation line and the existing dunes on the tract:*

See Exhibits 1, 2, and 6.

J. *An accurate map or plat of the site identifying: size in acres or square feet*

See Exhibit 1, Location Map and Exhibit 2, existing topographic map.

See Exhibit 1, Location Map. The Legal description for this site is subject to change by a platting process.

(2) The location of the property lines and a notation of the legal description of adjoining tracts:

See Exhibit 1, Location Map.

(3) The location of structures, then footprint or perimeter of the proposed construction of the tract:

No existing structures at this time. See Exhibit 1, Location Map.

(4) The proposed roadways and driveways and proposed landscaping activities on the tract:

See Exhibit 1, Location Map.

(5) The location of any seawall or other erosion response structures on the tract and on the properties immediately adjacent to the tract.

There are no seawall or erosion response structures on or adjacent to the subject property.

(6) If known, the location and extent of any manmade vegetated mounds, restored dunes, fill activities, or any other preexisting human modifications on the tract:

The extent of previous human modifications on the site are unknown. The existing elevated dune crossing and other structures pre-date the Port Aransas Coastal Management Plan.

K. *The effects of the proposed activity on the beach/dune system which cannot be avoided should the proposed activity be permitted, including, but not limited to, damages to dune vegetation, alteration of dune size and shape, and changes in dune hydrology:*

Proposed construction activities will minimize adverse impacts on existing critical dunes. Existing dune material will be relocated. New dune material will also be brought into the site, in compliance with Exhibit 7, as indicated by the compensation dune. See Exhibit 4.

L. *A comprehensive mitigation plan which includes a detailed description of the methods which will be used to avoid, minimize, mitigate and/or compensate for any adverse effects on dune or dune vegetation:*

Work will include moving impacted dune material to a compensation site. Impacts, compensation, and mitigation locations, volumes, and areas are depicted in Exhibits 3 & 4. Methodology is provided in Exhibit 7, Avoidance, Minimization, Mitigation, and Compensation Procedures.

M. *Financial Capability to Perform Mitigation:*

The mitigation proposed for this project will be conducted at the beginning of construction. The applicant has the resources to ensure the completion of the mitigation construction and re-vegetation.

N. Site Plan:

A location Map has been included as Exhibit# 1 and Exhibit# 5. A Site Map showing the location of the proposed residence and limits of construction and site plan is included as Exhibit #1 and Exhibit# 4 .

O. Alternatives Analysis:

The paving and structures were located to avoid the primary foredunes on the site. The size of the proposed single-family lots was reduced during the design stage in order to minimize impacts to the dune's ecosystem. Other alternative site plans involved more extensive impacts to the native dunes' ecosystem.

P. Mitigation Plan:

In order to construct the project, it is proposed to relocate the isolated dune area in the plan west of the property, from the current location, into a swale area of the primary foredune ridge. The mitigation area is on the applicant's property and will provide additional flood protection by strengthening the existing foredune system.

Impact to Dune to be relocated

452 cubic yards of dune volume

New Dune Construction

465 cubic yards of dune volume

Mitigation Procedures: The following measures and procedures' will be followed in the performance of the mitigation plan.

- a. Mitigation being proposed for permanent losses will be in the form of reinforcing the existing foredune
- b. The mitigation dune shall be constructed to an approximant elevation + 15 and graded to slopes capable of being maintained and stabilized with natural vegetation.
- c. Compensation efforts will commence concurrently with the commencement of construction. The GLO will be notified in writing when compensation has been completed. Compensation will be completed within three (3) years after commencement of compensation.
- d. Sand fencing will be used as necessary to protect and stabilize the mitigation dune until vegetation is sufficiently established.
- e. Revegetation will occur in the following manner:
 - a. Native vegetation, top soil, and seed stock from pond excavation area, supplemented with native hay, will be used to mulch and re-seed the new dune. The top soil and vegetative matter will be scraped from the existing dune and stockpiled for spreading on the new dune after construction. This top soil, mulch, and seed stock will then be applied to the new dune. The material shall also contain sufficient vegetative material so as to form a mat

over the surface of the dune that will reduce wind erosion and help retain moisture.

- f. Re-vegetation coverage will be deemed complete only after the extent of vegetative coverage on the constructed dune matches or exceeds that of the surrounding naturally formed dunes.
- g. Re-inspection of the site will occur every six (6) months until re-vegetation is established.
- h. The contractor shall be careful to avoid damage to any existing critical dune or dune vegetation outside the mitigation area. Any critical dunes or dune vegetation that are altered during the construction of manmade dunes shall be repaired to a level that at least matches the original state.
- i. Attachment (Exhibit) #4 shows the location of the dune mitigation site for this project.

Q. Existing Seawalls or Man-Made Vegetated Mounds: No seawalls, retaining walls or man-made vegetated mounds exist on the site.

2. For all proposed large-scale construction, the City of Port Aransas shall require applicant to submit the following items and information.

A. *If the tract is in a subdivision and the applicant is the Owner or developer of the subdivision, a certified copy of the recorded plat of the subdivision, or, if not a recorded subdivision, a plat of the subdivision certified by a licensed surveyor, and a statement of the total area of the subdivision in acres or square feet:*

See Exhibit 1, Location Map. The Legal description for this site is subject to change by a platting process.

B. In the case of multiple-unit dwellings, the number of units proposed:

NA

C. Alternatives to the proposed location of construction on the tract or to the proposed methods of construction which would cause less impairment of beach access or cause fewer or no adverse effects on critical dunes and critical dune vegetation:

The proposed construction is located on the site in a way which minimizes impacts to the dune system. The proposed construction does not impair beach access. No practicable alternatives to the proposed construction which cause fewer impacts were identified.

D. The proposed activity's impact on the natural drainage pattern of the site and the adjacent lots:

The proposed construction will not adversely affect or substantially change the natural drainage pattern of the area. Exhibit 4 includes proposed grading.

3. For all proposed construction (large and small scale), if the applicant already has the following items and information, local governments shall require them to be submitted in addition to the other information required:

A. A copy of the blueprint of the proposed work:

See Exhibit 1 and Exhibit 3.

B. A copy of a topographical survey of the site:

See Exhibit 2, Topographic Survey.

C. The activity's potential impacts on coastal erosion:

Based on data provided by the U.T. Bureau of Economic Geology, the beach seaward of this property was accreting at a rate of 2.0 to 4.9 ft/year from 1950-2019, Accreting at a rate of 2.1 to 4.9 Ft/year from 1930-2019. 2010-2019 rates indicate an accreting beach with a rate of 4.9 and 8.2 ft/year. See Exhibit 1 for available erosion rates.

D. A copy of FEMA "ELEVATION CERTIFICATE" for any existing structure located on site:

N.A. See exhibit 12 -FEMA FIRMETTE

Applicant's Assertions:

The applicant makes the following assertions by the submission of this Dune Permit Application

- b. The proposed activity was designed to avoid adverse effects on critical dunes in accordance with the City of Port Aransas Coastal Management Plan
- c. The proposed activity is not one of the prohibited activities listed in the City of Port Aransas Coastal Management Plan.
- d. The activity will not result in runoff or drainage patterns that aggravate erosion on or off the site.
- e. The activity will not result in significant change to dune hydrology
- f. The activity will not disturb unique flora.
- g. The activity will not significantly increase the potential for wash-overs of blowouts to occur.
- h. The proposed activity will not result in avoidable adverse effect to critical dunes or critical dune vegetation and any unavoidable effects will be mitigated for, in accordance with the City of Port Aransas Coastal Management Plan.



Owner Representative: Brandon Lafayette,

6/23/25

Date

DUNE PROTECTION PERMIT

For construction requiring a Dune Protection Permit the following items must be accomplished. Check box to indicate completion of item OR statement is true.

SECTION 1 – To be filled out by Planning and Zoning Commission.

The Planning and Zoning Commission has reviewed the application and has made the following recommendations:

Recommend Approval ☐

Recommend Disapproval ☐

Signed: _____ Date: _____

Chairman, Planning & Zoning Commission

SECTION 2 – To be filled out by City Council.

☐ The proposed activity is not a prohibited activity as defined in subsection VI.D “Prohibited Activities” of the Port Aransas Coastal Management Plan.

☐ The proposed activity will not materially weaken critical dunes or materially damage critical dune vegetation based on the application of technical standards under subsection VI.E, “Technical Standards for Determination of Material Weakening” of the Port Aransas Coastal Management Plan.

☐ The design of the proposed activity has incorporated the provisions for avoidance in accordance with subsection VI.F, “Requirements for Avoidance of Adverse Effects” of the Port Aransas Coastal Management Plan.

☐ The applicant’s mitigation plan will adequately minimize, mitigate and/or compensate for any unavoidable adverse effects, as provided in subsection VI.G, “Mitigation” of the Port Aransas Coastal Management Plan.

I, _____ as Mayor of _____ find this application consistent with the Port Aransas Coastal Management Plan.

Signed: _____ Date: _____

Permit # _____

BEACHFRONT CONSTRUCTION CERTIFICATE APPLICATION (SHORT FORM PASF-1)

A. General Information:

Name: **Jim Henry**
Address: **589 N. FM 1626**
Port Aransas, Texas 78373
Phone:
Decs: **103 Twelfth Street Port Aransas, Nueces County, Texas 78373**

B. Proposed Construction:

Describe the Proposed Construction:

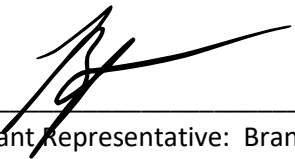
The property subject to the proposed Dune Permit is 103 Twelfth Street, Port Aransas, Texas. The proposed construction will consider the proposed residential subdivision of 14 lots. The total project size is 2.06 acres or 89,733 square feet.

C. Location of Proposed Construction:

- 1) The distance from the most seaward building line to the line of vegetation is approximately +/- 410 feet and +/- 730 Feet to the mean high tide line.**
- 2) The site location has been shown on a copy of sheet 8 of 9 from the Port Aransas Coastal Management Plan (Exhibit 5).**

D. FEMA Standards:

The lowest habitable floor for all of the habitable structures is approximately 14 feet, which exceeds the current FEMA flood elevation Zone AE (10.0 Feet).



Applicant Representative: Brandon Lafayette

Date:

6/23/25

BEACHFRONT CONSTRUCTION CERTIFICATE (FOR PASF-1)

The following items must be accomplished. Check box to indicate completion of item or that the statement is true.

☒ The project has been located on a copy of Attachment #2 of the Coastal Management Plan and the location of the construction is not on an existing or future access easement. A drawing is herein attached.

☒ The construction does not functionally support or depend on, or otherwise relate to, proposed or existing structures that encroach on the public beach.

☐ The construction, if within 200 feet landward of the line of vegetation, does not include a retaining wall or improved surfaces.

☒ The construction is landward of the 60-year erosion line as depicted in Attachment#2 of the Port Aransas Coastal Management Plan.

☒ The applicant has been informed of the need to obtain a dune permit if the construction is within 1000 feet from mean high tide.

I, _____ as the City of Port Aransas building inspection representative herein certify that I have reviewed the information presented above and any other information necessary to establish that the proposed construction is consistent with the City of Port Aransas Coastal Management Plan and that the proposed construction will not adversely effect the public access to and from the public beach.

Signed: _____ Date: _____
Port Aransas Building Official

Certificate # _____ 103 Twelfth Street Dune Permit

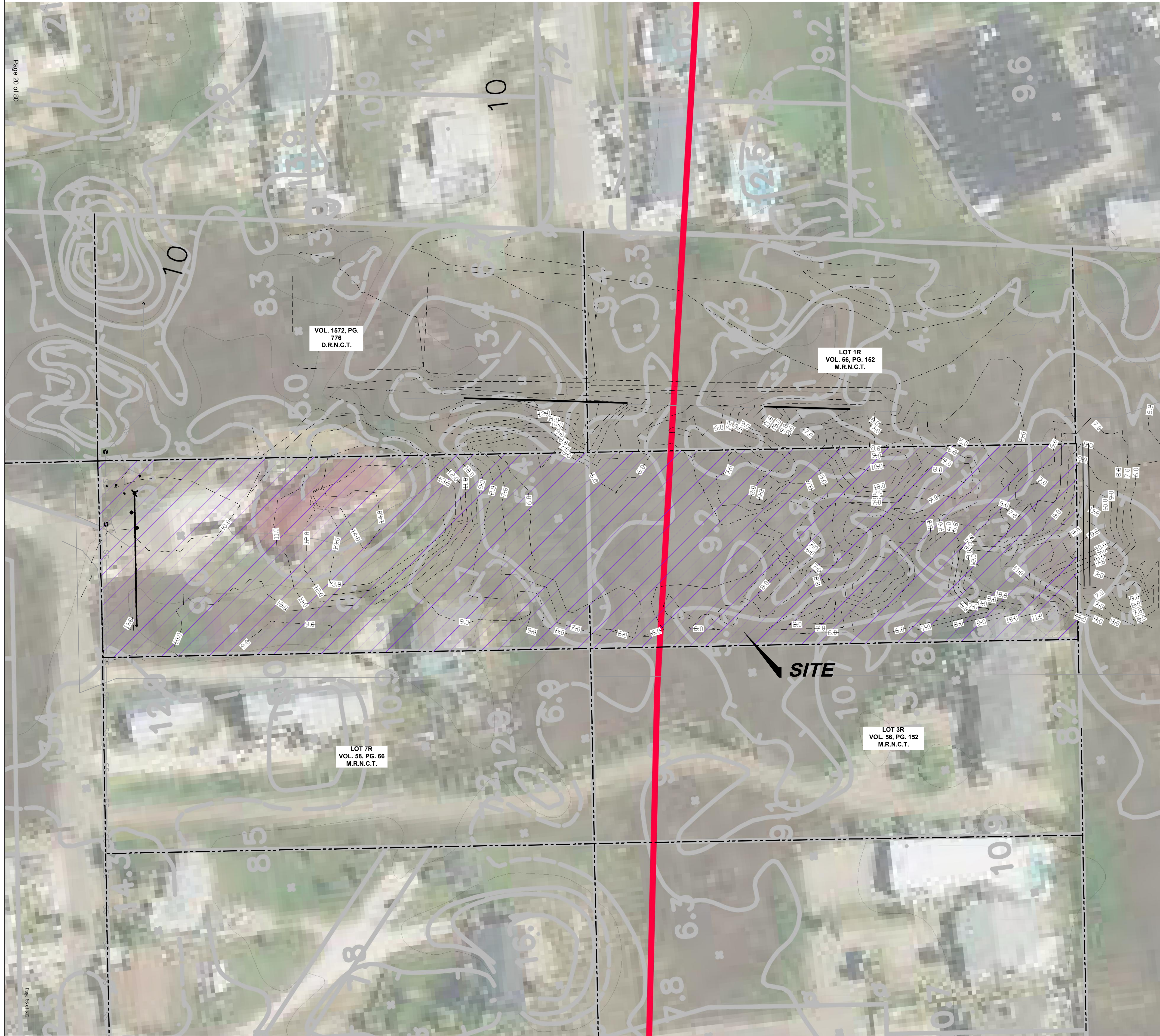
EXHIBITS

EXHIBIT 1

Site Map

EXHIBIT 2

Topographic Exhibit



LEGEND:

- PROPERTY BOUNDARY
- 1000' DUNE PROTECTION LINE
- EXISTING CONTOUR
- CONSTRUCTION ZONE

NOTES:

- NO SEAWALLS OR ANY OTHER EROSION RESPONSE STRUCTURES EXIST ON THE TRACT OR ON PROPERTIES IMMEDIATELY ADJACENT TO THE TRACT
- THE TOPOGRAPHIC INFORMATION PROVIDED IS BASED UPON THE GROUND SURVEY PERFORMED IN JAN. 2025. ADDITIONAL 2021 LIDAR IS OVERLAID ON THE DRAWING, OUTSIDE THE LIMITS OF WORK FOR REFERENCE
- THE AERIAL IS NOT DIRECTLY RELATED TO THE LIDAR ONT HE GROUND TOPOGRAPHIC SURVEY
- THE DUNE PROTECTION LINE, EROSION LINE, AND MEAN HIGH TIDE LINE ARE AN INTERPRETATION OF THE INFORMATION AVAILABLE.
- HUMAN MODIFICATION TO DUNE COMPLEX WITHIN THE TRACT IS APPARENT, BUT THE FULL EXTENT OF THE WORK IS UNKNOWN AS IT WAS PERFORMED PRIOR TO THE CURRENT PARADIGN OF DUNE PROTECTION RULES

CHAPMAN SUBDIVISION DUNE PERMIT
PORT ARANSAS, TEXAS
EXHIBIT 2
TOPOGRAPHIC EXHIBIT

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF DUNE PERMIT
UNDER THE AUTHORITY OF
KYLE HOOPER, P.E. TEXAS
REG. NO. 137075 ON MAY 30
2025. IT IS NOT TO BE USED
AS AN ENGINEERED PLAN
FOR CONSTRUCTION

DRAWN: ATG

DATE: MAY 2025

JOB #: C25-001

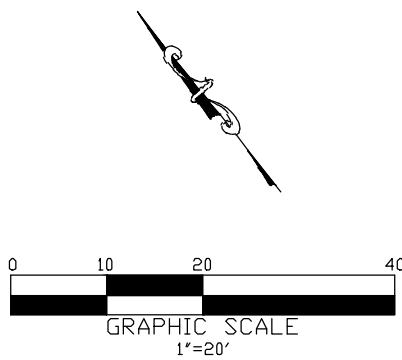
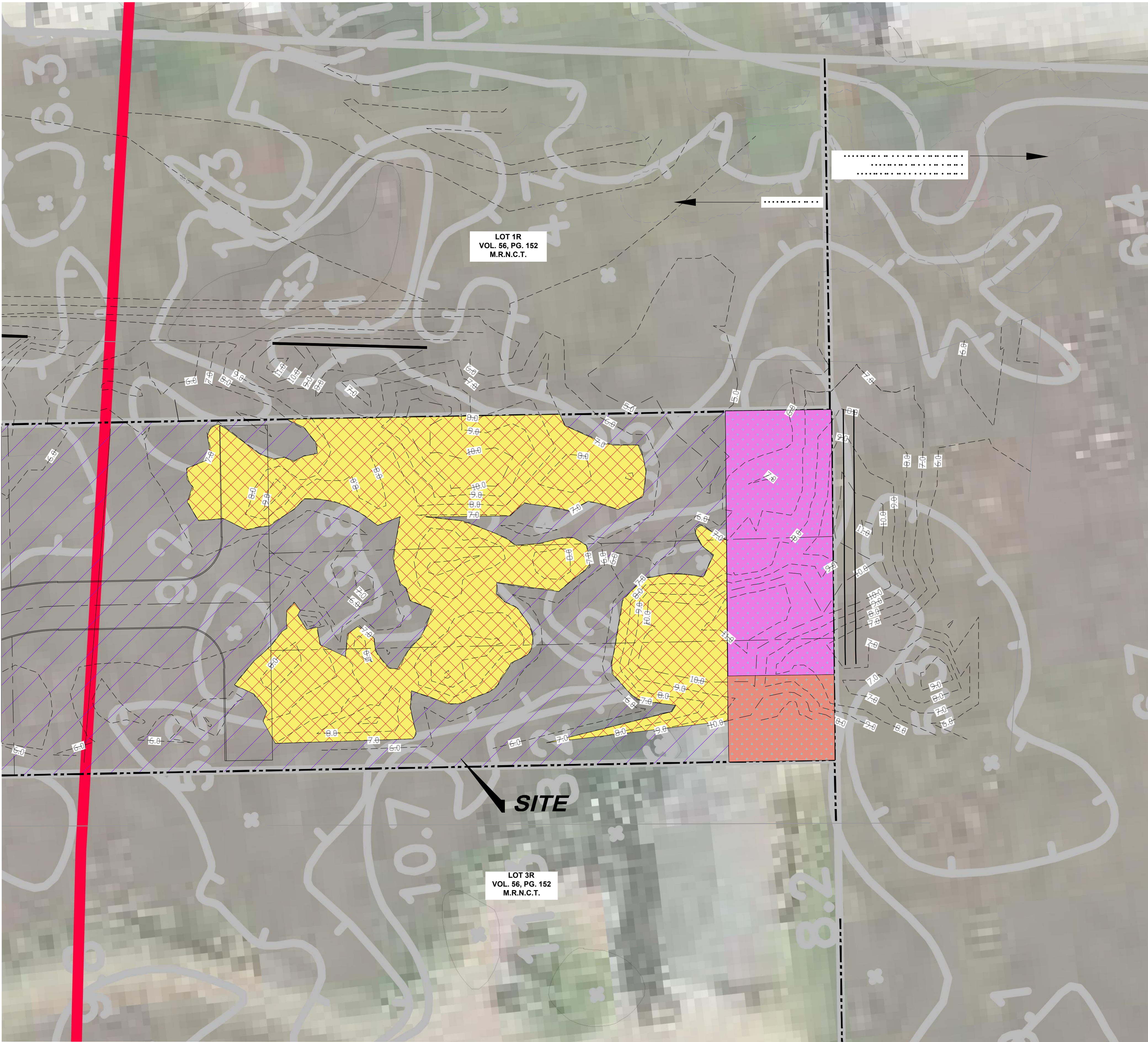
SHEET NO:
2.1

PILLAR ENGINEERING
701 PARK AVENUE
CORPUS CHRISTI, TX 78401
TBPE FIRM NO.: F-21625
WWW.PILLARENGINEERS.COM



EXHIBIT 3

Dune Site Plan



- LEGEND:**
- PROPERTY BOUNDARY
 - 1000' DUNE PROTECTION LINE
 - - - EXISTING CONTOUR
 - CONSTRUCTION ZONE
 - CRITICAL DUNE COMPENSATION
 - IMPACTED CRITICAL DUNE
 - VEGETATION IMPACTS
 - EROSION LINE
 - 2013 BEACH MAINTENANCE STORAGE AREA
 - VEGETATION LINE
 - 2015 BEACH MAINTENANCE STORAGE AREA

- NOTES:**
- ALL MACHINERY MUST REMAIN IN THE CONSTRUCTION ZONE
 - ALL FOOT-TRAFFIC AND MATERIALS MUST REMAIN IN THE IDENTIFIED SITE AT ALL TIMES
 - WHEN WORKING WITHIN CRITICAL DUNE AREAS, THE CONTRACTOR SHALL NOT IMPACT DUNES OR DUNE VEGETATION OUTSIDE THE MITIGATION AREAS IDENTIFIED IN THIS PLAN. SEE EXHIBIT 4.1.
 - THE CONTRACTOR SHALL USE WOODEN MATS OR ANOTHER MANAGEMENT PRACTICE TO REDUCE OR ELIMINATE IMPACTS TO DUNE VOLUME AND DUNE VEGETATION. THE MATS OR OTHER MATERIAL SHALL ONLY REMAIN IN-PLACE WHEN THE CONTRACTOR IS ACTIVELY MANEUVERING MACHINERY WITHIN THE CRITICAL DUNES.
 - MATERIALS MUST BE STORED OUTSIDE THE CRITICAL DUNES
 - THE LIMITS OF CRITICAL DUNES WITHIN 20' OF THE CONSTRUCTION AREA SHALL BE STAKED WITH T-POSTS OR EQUAL) AND ORANGE CONSTRUCTION FENCING WHEN MACHINERY IS IN THE CONSTRUCTION ZONE.
 - THE CONSTRUCTION AREA SHALL BE CLEARLY STAKED IN THE FIELD WITH STAKES AT A 30' MAXIMUM SPACING. THE CONSTRUCTION AREA WITHIN CRITICAL DUNE AREAS SHALL BE DELINEATED WITH ORANGE CONSTRUCTION FENCING.
 - IMPACTS ARE AFFECTS TO DUNE VOLUME AND DUNE VEGETATION
 - COMPENSATION IS CRITICAL DUNE VOLUME AND DUNE VEGETATION CREATED TO OFFSET IMPACTS OR EXPAND THE DUNE SYSTEM.
 - MITIGATION IS IMPACTS TO DUNES CAUSED BY CONSTRUCTION, THE DUNES IN THIS AREA MUST BE RESTORED TO THEIR PRE-CONSTRUCTION CONTOUR AND VEGETATIVE COVER
 - THE DUNES IN THE IMPACT AREA WILL BE LEFT IN PLACE AND NEW DUNE MATERIAL WILL BE BROUGHT IN FROM OUTSIDE THE DUNE PROTECTION ZONE TO CREATE THE COMPENSATION DUNE.
 - THE DUNE MATERIAL BROUGHT IN MUST BE THE SAME MATERIAL AS THE SURROUNDING DUNES AS DEFINED BY THIS PERMIT, THE REGULATIONS IN TAC 31.15, AND THE PORT ARANSAS COASTAL MANAGEMENT PLAN.
 - ALL MACHINERY MUST REMAIN IN THE CONSTRUCTION ZONE
 - ALL CONSTRUCTION RELATED FOOT TRAFFIC AND MATERIALS MUST REMAIN IN THE IDENTIFIED SITE AT ALL TIMES
 - WHEN WORKING WITHIN THE CRITICAL DUNE AREAS WITHIN THE SITE, THE CONTRACTOR SHALL NOT IMPACT DUNES OR DUNE VEGETATION OUTSIDE THE MITIGATION AREAS IDENTIFIED IN THIS PLAN.
 - WHEN EXISTING GRACES ARE NOT CONDUCTIVE TO CONSTRUCTION, FILL SHALL BE BROUGHT IN AND USED TO CREATE A WORK SURFACE. THIS FILL SHALL BE REMOVED PRIOR TO VEGETATION EFFORTS AND SHALL NOT EXTEND BEYOND THE CONSTRUCTION ZONE.

PILLAR ENGINEERING
701 PARK AVENUE
CORPUS CHRISTI, TX 78401
TBPE FIRM NO.: F-21625
WWW.PILLARENGINEERS.COM



CHAPMAN SUBDIVISION DUNE PERMIT
PORT ARANSAS, TEXAS
EXHIBIT 3
DUNE SITE PLAN

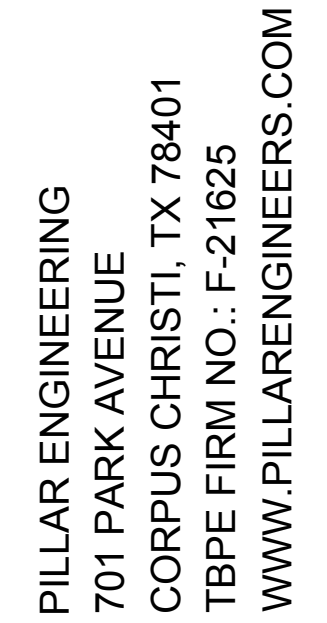
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF DUNE PERMIT UNDER THE AUTHORITY OF KYLE HOOPER, P.E. TEXAS REG. NO. 137075 ON MAY 30 2025. IT IS NOT TO BE USED AS AN ENGINEERED PLAN FOR CONSTRUCTION

DRAWN: ATG
DATE: MAY 2025
JOB #: C25-001

SHEET NO:
3.1

EXHIBIT 4

Site Dune Plan and Profile



CHAPMAN SUBDIVISION DUNE PERMIT
PORT ARANSAS, TEXAS
EXHIBIT 4
SITE DUNE PLAN AND PROFILE

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF DUNE PERMIT
UNDER THE AUTHORITY OF
KYLE HOOPER, P.E. TEXAS
REG. NO. 137075 ON MAY 30
2025. IT IS NOT TO BE USED
AS AN ENGINEERED PLAN
FOR CONSTRUCTION

DRAWN: ATG

DATE: MAY 2025

JOB #: C25-001

SHEET NO:
4.1

1000' DUNE PROTECTION LINE

20

15

10

5

4

1+00

2+00

3+00

4+00

CRITICAL DUNE ELEVATION LINE: 7.0'

EXISTING GROUND A

EXISTING GROUND B

EXISTING GROUND C

EXISTING GROUND D

PROFILE OVERLAP 1

PROFILE OVERLAP 2

PROFILE OVERLAP 3

PROFILE OVERLAP 4

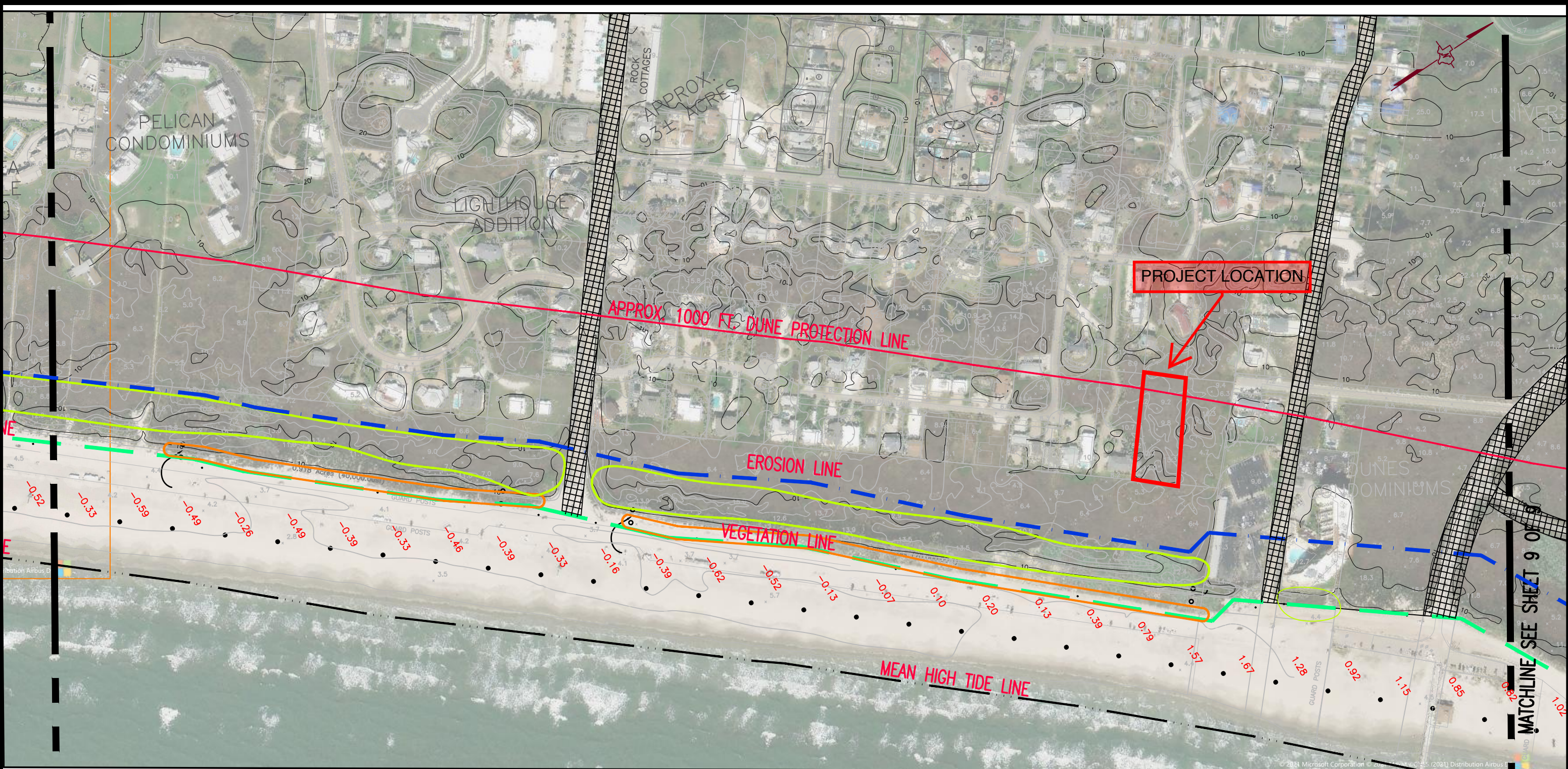
40' FROM REAR OF OWNERS PROPERTY

PROPOSED ONSITE DUNE MITIGATION AREA

SITE PROFILE VIEWS

EXHIBIT 5

Port Aransas Beach Management Plan Map

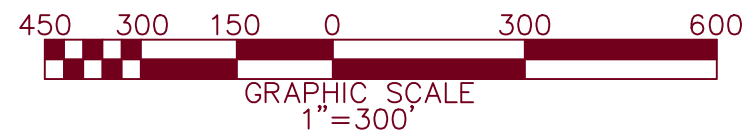


NOTES:

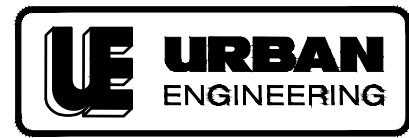
1. EROSION LINE DEPICTED ON THIS DOCUMENT IS AS SHOWN ON CITY OF PORT ARANSAS CMP
2. AERIAL PHOTOGRAPHY IN THE EXHIBIT IS FROM JUNE 2021
3. EROSION RATES SHOWN ARE AS ISSUED BY BEG
4. 2021 DUNE PERMIT WILL RE-UTILIZE 2013 & 2015 BEACH MAINTENANCE STORAGE AREAS.

LEGEND

- 2.76 BEG EROSION RATE 1950s–2019
- 1000' DUNE PROTECTION LINE
- EROSION LINE
- VEGETATION LINE
- BEACH ACCESS (VEHICULAR)
- 2015 BEACH MAINTENANCE STORAGE AREA
- 2013 BEACH MAINTENANCE STORAGE AREA



ATTACHMENT #2:
CITY OF PORT ARANSAS
SEAWEED MAINTENANCE AREAS (2021)
SHEET 8 OF 9



DATE: MAY 2021 UE JOB#6100.CO.11
©2018 by Urban Engineering

EXHIBIT 6

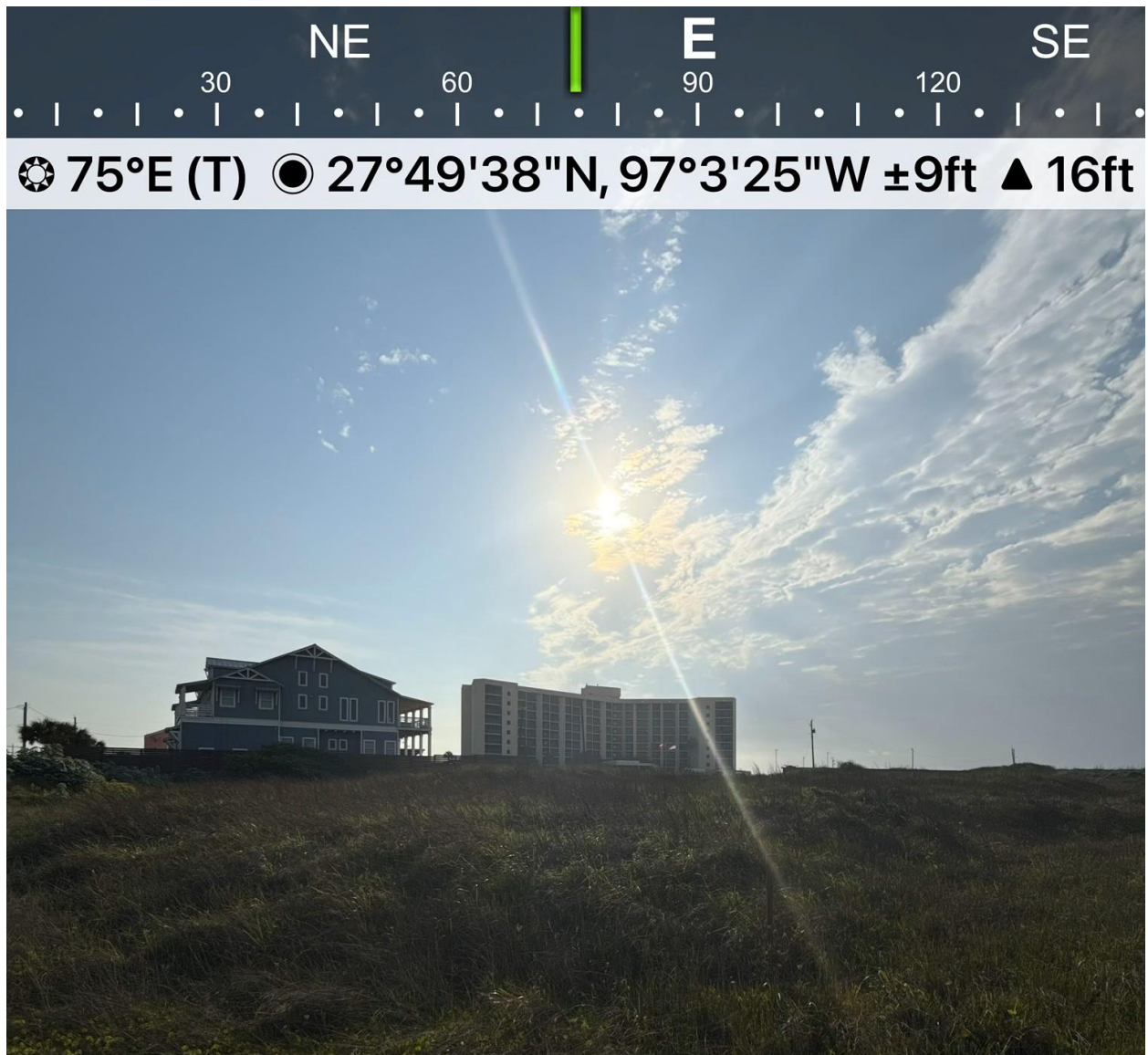
Site Photographs



☀ 115°SE (T) ● 27°49'38"N, 97°3'25"W ±6ft ▲ 17ft



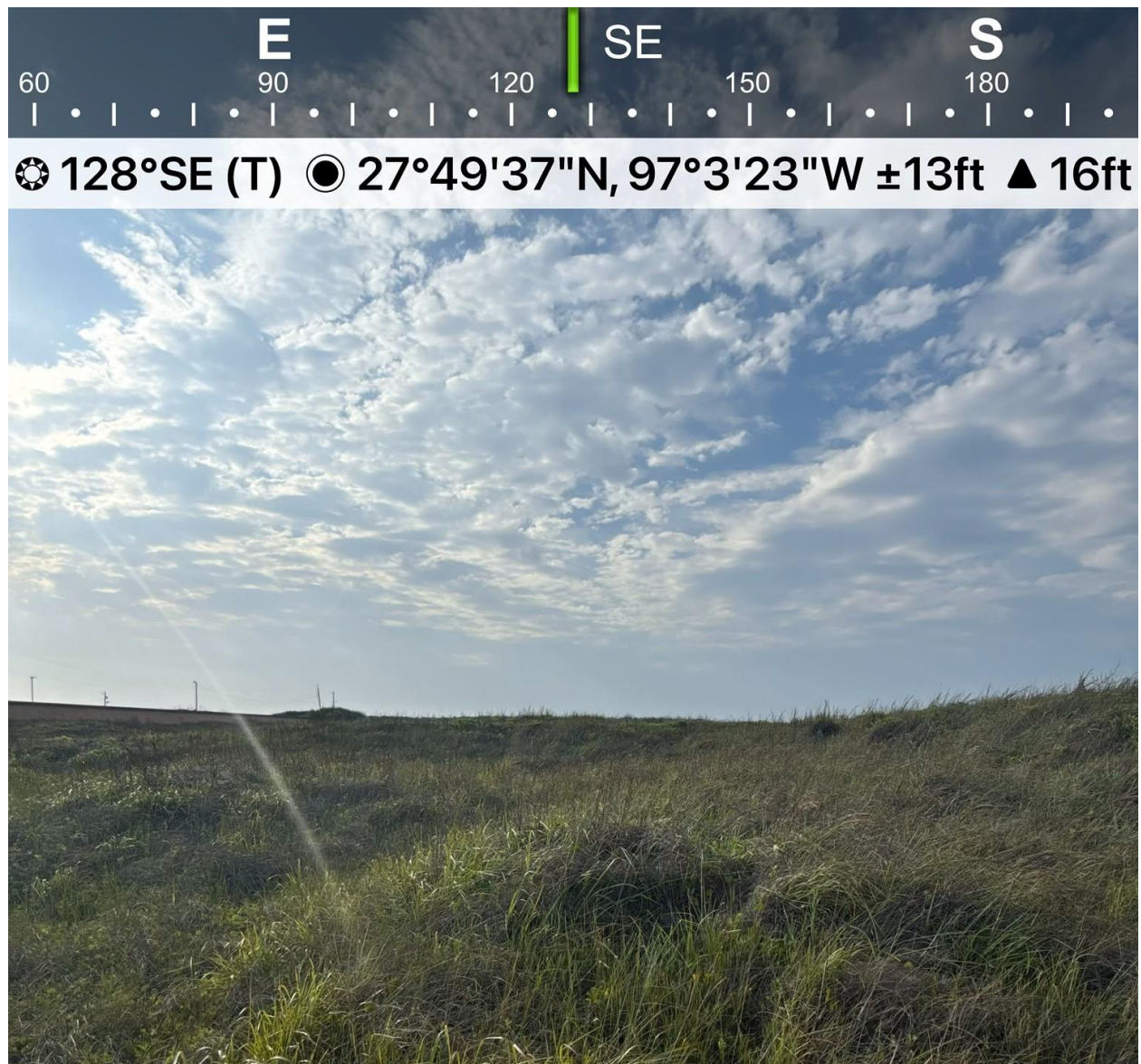
BEGINNING OF THE DUNE FACING EAST OF LOT 3.



BEGINNING OF THE DUNE FACING NORTH EAST OF LOT 3.



BEGINNING OF THE DUNE FACING SOUTH OF LOT 3.



BEGINNING OF THE DUNE FACING SOUTH EAST OF LOT 3.



MIDDLE OF THE DUNE FACING NORTH WEST OF LOT 3.



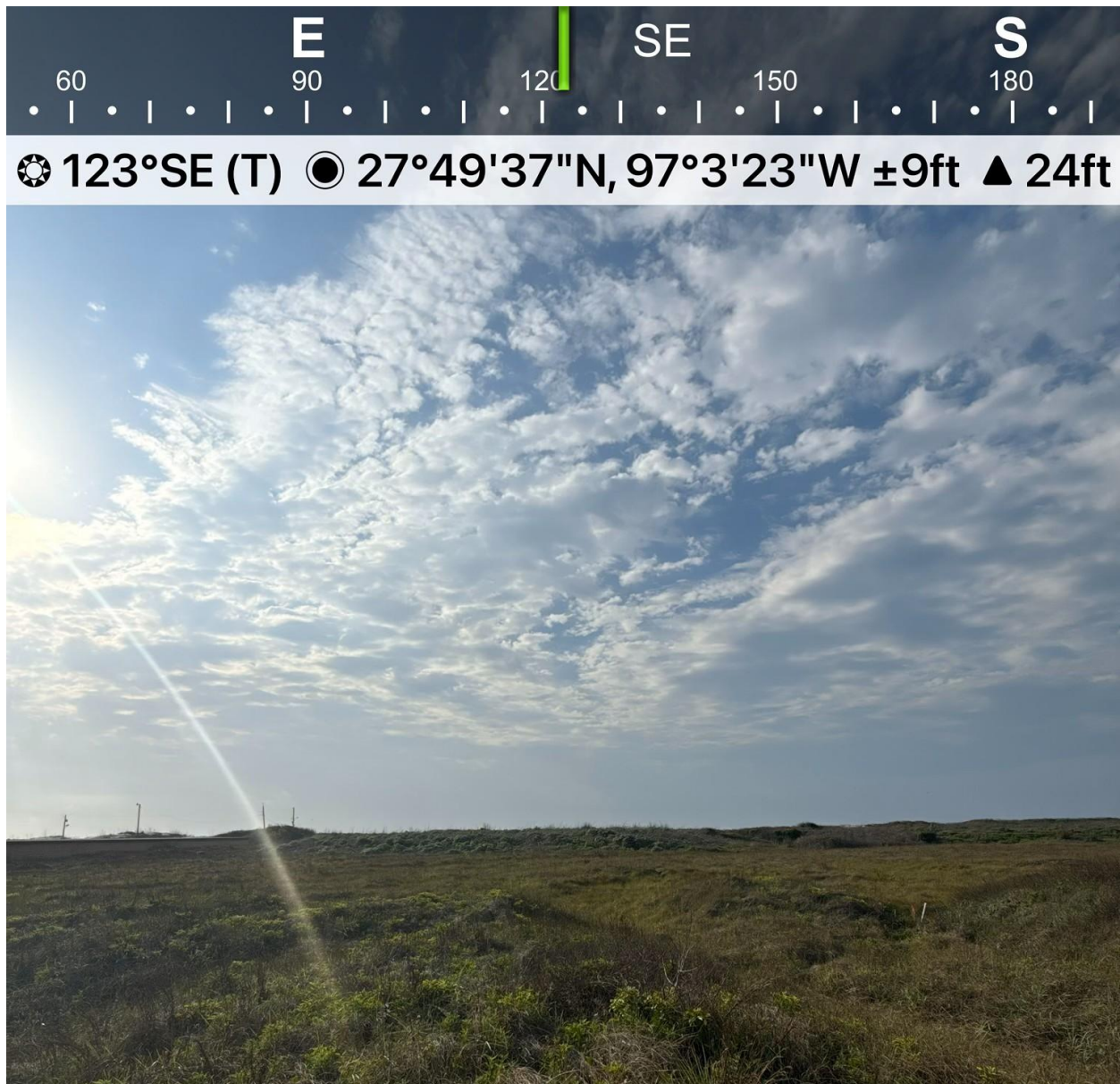
PROPOSED EDGE OF PROPERTY FACING SOUTH/ SOUTHEAST OF LOT 3.



REAR WEST NORTHWEST CORNER OF LOT 3



REAR WEST NORTHWEST CORNER OF LOT 3



LOOKING FROM SOUTH EAST CORNER OF LOT 3



MAIN FOREDUNE AND VEGATATION LINE LOOKING NORTHWEST FROM THE MHT.

EXHIBIT 7

Avoidance, Minimization, and Compensation Procedures

Chapman Cove 103 Twelfth Street

Port Aransas Dune Protection Permit Application

Avoidance, Minimization, Mitigation, and Compensation Procedures

The proposed construction effort minimizes adverse effects by minimizing impacts with the placement of the improvements. Where required, the methodology for mitigation and compensation will be as follows:

1. For mitigation, repair the affected area to restore the original contour of the impacted dune; for compensation, provide a dune which is of the contour represented in Exhibit 3 of this application.
 - a. If a dune or dune complex is affected, the dune or dune complex must be replaced or substituted to compensate for the adverse effects.
 - i. All material used to restore shape or volume to dunes must be sourced from the affected dune if possible. If the material from the affected dunes is not available, the material must be sourced from a site outside the Dune Protection Zone on Mustang Island.
 - b. All material used to restore shape or volume to dunes must have a similar grain size distribution, minerology, color, and fines content to the dunes on the site.
 - c. Revegetation efforts shall start immediately upon placement of the final contour of the mitigation or compensation dune.
2. Revegetate the mitigation or compensation area using flora indigenous to natural dune complexes on the Texas coast. The vegetation can include coastal grasses and herbaceous plants.
 - a. The typical method of mitigating lost vegetation is as follows:
 - i. Strip existing topsoil and vegetation from the affected area if possible.
 - ii. Place the existing topsoil and vegetation material over the top of the mitigation or compensation dune. Alternately, an area outside the dune protection zone which contains the same naturally occurring vegetation as the dunes on the site may be used.
 - Ideal vegetation types include Bitter Panicum, Sea Oats, and Marshhay Cordgrass.
 - The material should include sand, roots, seed pods, and nutrients for dune vegetation species.
 - Sunflowers should be avoided in selecting vegetation for mitigation efforts, even if they exist in the dune system on-site.
 - If the topsoil and vegetation are stockpiled after harvest and before use, the material should not be allowed to dry out. The maximum stockpile duration shall not exceed 3 months.

iii. A mat of indigenous, noninvasive hay or dune vegetation species gathered from outside the dune protection zone shall be placed on top of the newly formed mitigation dune to reduce wind erosion and help retain moisture.

b. The owner or their contractor shall maintain the dune and dune vegetation as necessary to maintain the desired contour and achieve vegetative cover of the mitigation dune.

3. The contractor shall not damage any existing critical dunes or dune vegetation during construction of the mitigation or compensation dunes and dune vegetation. If any adverse effects are caused by the contractor, they must be compensated for using the same avoidance, minimization, and mitigation procedures provided above.

4. Water shall be provided to the vegetation as necessary to achieve revegetation within the permitted period.

5. The area shall be inspected periodically after the mitigation has been placed until the vegetation has been established over the dune and matches or exceeds the vegetative cover of the naturally occurring, surrounding dunes.

a. It is recommended that this process is documented with photographic evidence. At minimum the completed, revegetated dune should be documented by the owner and kept as evidence that the mitigation was completed.

6. Mitigation areas during construction to facilitate construction:

a. The contractor shall bring fill to the site where practicable instead of cutting in critical dune areas.

b. All fill brought to the site shall meet the requirements in item 1. a through c.

c. The mitigation area is the maximum allowable temporary construction area. The contractor shall minimize impacts as much as practicable.

EXHIBIT 8

Mitigation Procedures

MITIGATION PROCEDURES:

1. The existing topsoil and native vegetation which will be stripped during the construction will be stored in mounds on the property. This material, comprised of sand and vegetative matter of the same type as is found in the naturally occurring critical dunes, shall be used to construct the mitigated dunes and dune vegetation described in this permit application. In the event that fill material is necessary to complete the mitigation, sand of similar grain size and mineralogy as found in the surrounding areas shall be required.
2. The required volume of stockpiled native material and select fill shall be transported to the mitigation site and used to construct the new dunes. This material containing the sand, roots, seed pods and nutrients of the naturally occurring vegetation native to the dunes will be the best source of indigenous dune vegetation. The dunes will be constructed in size and shape such that the resulting mitigated dune volume is on a one-to-one ratio (1:1) with the impacted critical dune volume. Once the new dunes have been formed using the stockpiled material, the contractor shall insure that the top layers of the native soil, vegetation and seed mixture from the stockpile are not dried out. There should be adequate soil in the mixture to keep the dormant vegetation in place. The buried material below will serve as nutrients for the reestablishing vegetation. A mat of vegetation material shall be placed on top of the newly formed dunes to reduce wind erosion and help retain moisture.
3. The contractor shall be careful not to damage any existing critical dunes or dune vegetation outside of the mitigation areas. Any critical dunes or dune vegetation that are altered during the construction of manmade dunes or improvements shall be repaired to a level that at least matches the original state using the guidelines identified in items 1 and 2 above.
4. The area will be inspected periodically after the mitigation construction process has been completed.
5. Watering will be conducted as deemed necessary to achieve revegetation within the three-year time period.
6. The mitigation site will be monitored and maintained until the vegetation cover matches or exceeds the level of vegetation on the surrounding naturally formed dunes.
7. Attachment #3 depicts the critical dunes, critical dune, critical dune impacts, and mitigations sites

EXHIBIT 9

Approved Jurisdiction Determination Letter



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
5151 FLYNN PARKWAY, SUITE 306
CORPUS CHRISTI, TEXAS 78411-4318

May 6, 2025

Corpus Christi Field Office

SUBJECT: SWG-2024-00860; Approved Jurisdictional Determination

Brandon Lafayette Homes
ATTN: Brandon Lafayette
600 Cutoff Road
Port Aransas, Texas 78373

Dear Mr. Lafayette:

This is in reference to the approved jurisdictional determination (AJD) request received on December 17, 2024, submitted by Cassandra Hart with Coastal Environments Inc, to determine if the subject tract is subject to Corps of Engineers Jurisdiction. The project is located at 103 Twelfth Street, Port Aransas, Nueces County, Texas.

Based on the review of the submitted information, resources available/used, subsequent desk review, the Corps has determined that the proposed 2.05-acre review area, depicted on the attached map(s) in 4 sheets, does not exhibit waters of the United States (US), subject to jurisdiction pursuant to Section 10 of the Rivers and Harbors Act of 1899 (Section 10) and/or Section 404 of the Clean Water Act (Section 404). Specifically, the Corps determined that Wetland 101 and Wetland 102 do not meet the continuous surface connection standard for adjacent wetlands as they do not abut a relatively permanent water, a jurisdictional impoundment, or a traditional navigable water. Therefore, Wetland 101 and Wetland 102 are non-adjacent wetlands, is not a water of the US and is not subject to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. Wetlands on the site was identified using the Atlantic and Gulf Coastal Plain Region (Version 2.0) Supplement to the 1987 Corps of Engineers Wetland Delineation Manual, which requires under normal circumstances, a dominance of hydrophytic vegetation, wetland soils, and sufficient wetland hydrology indicators.

Areas of Federal Interests (federal projects, and/or work areas) may be located within this proposed project area. Any activities in these federal interest areas would also be subject to federal regulations under the authority of Section 14 of the Rivers and Harbors Act (aka Section 408). Section 408 makes it unlawful for anyone to alter in any manner, in whole or in part, any work (ship channel, flood control channels, seawalls, bulkhead, jetty, piers, etc.) built by the United States unless it is authorized by the Corps of Engineers (i.e., Navigation and Operations Division).

The delineation and/or jurisdictional determination included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

For the purposes of this AJD, we have relied on the pre-2015 regime post-Sackett and the 12 March 2025 Memorandum to the Field Between the U.S. Department of Army, U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency Concerning the Proper Implementation of "Continuous Surface Connection" Under the Definition of "Waters of the United States" Under the Clean Water Act to evaluate jurisdiction. The enclosed approved jurisdictional determination (AJD), dated May 5, 2025, is valid for 5 years from the date of this letter unless new information warrants a revision of the determination prior to the expiration date. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331.5. Also enclosed are a combined Notification of Administrative Appeal Options and Process (NAP) and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA to the Southwestern Division Office at the following address:

Mr. Elliott Carman
Regulatory Appeals Officer
Southwest Division USACE (CESWD-PD-O)
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-487-7061; FAX: 469-487-7199

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within **60 days** of the date of the NAP, noting the letter date is considered day 1. It is not necessary to submit an RFA form to the Division office if you do not object to the determination in this letter.

If you have any questions regarding this verification, please contact [Ashley Bogrand](#) at the letterhead address or by telephone at 361-814-5847 x.1007 or by email at Ashley.L.Bogrand@usace.army.mil. To assist us in improving our service to you, please

-3-

complete the survey found at <https://regulatory.ops.usace.army.mil/customer-servicesurvey/>.

Sincerely,
BOGRAND.ASHLEY.LOUISE.1617035495
035495

Digitally signed by
BOGRAND.ASHLEY.LOUISE.
1617035495
Date: 2025.05.06 10:13:02
-05'00'

Ashley Bogrand
Regulatory Project Manager
Corpus Christi Regulatory Field Office

cc w/Encl:
Cassandra Hart – Coastal Environments, Inc.



**DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
5151 FLYNN PARKWAY, SUITE 306
CORPUS CHRISTI, TEXAS 78411-4318**

CESWG-RDR

6 May 2025

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Pre-2015 Regulatory Regime
Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322
(2023),¹ SWG-2024-00860²

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.³ AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.⁴ For the purposes of this AJD, we have relied on section 10 of the Rivers and Harbors Act of 1899 (RHA),⁵ the Clean Water Act (CWA) implementing regulations published by the Department of the Army in 1986 and amended in 1993 (references 2.a. and 2.b. respectively), the 2008 *Rapanos-Carabell* guidance (reference 2.c.), and other applicable guidance, relevant case law and longstanding practice, (collectively the pre-2015 regulatory regime), and the *Sackett* decision (reference 2.d.) in evaluating jurisdiction.

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. The features addressed in this AJD were evaluated consistent with the definition of “waters of the United States” found in the pre-2015 regulatory regime and consistent with the Supreme Court’s decision in *Sackett*. This AJD did not rely on the 2023 “Revised Definition of ‘Waters of the United States,’” as

¹ While the Supreme Court’s decision in *Sackett* had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.

² When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, interstate water, or territorial seas that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).

³ 33 CFR 331.2.

⁴ Regulatory Guidance Letter 05-02.

⁵ USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

CESWG-RDR

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SWG-2024-00860

amended on 8 September 2023 (Amended 2023 Rule) because, as of the date of this decision, the Amended 2023 Rule is not applicable Texas due to litigation.

1. SUMMARY OF CONCLUSIONS.

- a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).
 - i. Wetland 101 (0.35-acre), PEM wetland, 27.827685 N, 97.057265 W, non-adjacent, non-jurisdictional
 - ii. Wetland 102 (0.12-acre), PEM wetland, 27.82721902 N, 97.0565177 W, non-adjacent, non-jurisdictional

2. REFERENCES.

- a. Final Rule for Regulatory Programs of the Corps of Engineers, 51 FR 41206 (November 13, 1986).
- b. Clean Water Act Regulatory Programs, 58 FR 45008 (August 25, 1993).
- c. U.S. EPA & U.S. Army Corps of Engineers, Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* (December 2, 2008)
- d. *Sackett v. EPA*, 598 U.S. 651, 143 S. Ct. 1322 (2023)
- e. 12 March 2025 Memorandum to the Field Between the U.S. Department of Army, U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency Concerning the Proper Implementation of "Continuous Surface Connection" Under the Definition of "Waters of the United States" Under the Clean Water Act.

3. REVIEW AREA. The approximately 2.05-acre review area is located at 103 Twelfth Street, Port Aransas, Nueces County, Texas. Latitude: 27.827621 N, Longitude: 97.057119 W.

CESWG-RDR

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SWG-2024-00860

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), INTERSTATE WATER, OR THE TERRITORIAL SEAS TO WHICH THE AQUATIC RESOURCE IS CONNECTED. N/A⁶
5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, INTERSTATE WATER, OR THE TERRITORIAL SEAS. N/A
6. SECTION 10 JURISDICTIONAL WATERS⁷: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.⁸ N/A
7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the pre-2015 regulatory regime and consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the pre-2015 regulatory regime. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.
 - a. TNWs (a)(1): N/A
 - b. Interstate Waters (a)(2): N/A

⁶ This MFR should not be used to complete a new stand-alone TNW determination. A stand-alone TNW determination for a water that is not subject to Section 9 or 10 of the Rivers and Harbors Act of 1899 (RHA) is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established.

⁷ 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.

⁸ This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

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SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SWG-2024-00860

- c. Other Waters (a)(3): N/A
- d. Impoundments (a)(4): N/A
- e. Tributaries (a)(5): N/A
- f. The territorial seas (a)(6): N/A
- g. Adjacent wetlands (a)(7): N/A

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

- a. Describe aquatic resources and other features within the review area identified as “generally non-jurisdictional” in the preamble to the 1986 regulations (referred to as “preamble waters”).⁹ Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA as a preamble water. N/A
- b. Describe aquatic resources and features within the review area identified as “generally not jurisdictional” in the *Rapanos* guidance. Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA based on the criteria listed in the guidance. N/A
- c. Describe aquatic resources and features identified within the review area as waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA. Include the size of the waste treatment system within the review area and describe how it was determined to be a waste treatment system. N/A
- d. Describe aquatic resources and features within the review area determined to be prior converted cropland in accordance with the 1993 regulations (reference 2.b.). Include the size of the aquatic resource or feature within the review area and describe how it was determined to be prior converted cropland. N/A
- e. Describe aquatic resources (i.e. lakes and ponds) within the review area, which do not have a nexus to interstate or foreign commerce, and prior to the January 2001 Supreme Court decision in “*SWANCC*,” would have been jurisdictional based solely on the “Migratory Bird Rule.” Include the size of the aquatic

⁹ 51 FR 41217, November 13, 1986.

CESWG-RDR

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SWG-2024-00860

resource or feature, and how it was determined to be an “isolated water” in accordance with SWANCC. N/A

- f. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the pre-2015 regulatory regime consistent with the Supreme Court’s decision in *Sackett* (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

Wetland 101 and Wetland 102: LiDAR, topo, aerial imagery, and wetland delineation field data forms were utilized as part of the desktop analysis to identify that these palustrine wetlands reside in small depressional areas and separated from the ocean by upland sand dunes. There is no presence of a continuous surface connection to a TNW or RPW due to elevation changes. The elevation changes isolate these wetlands so that there is no overland sheet flow with the exception of large precipitation events. Wetlands 101 and 102 do not have any known continuous surface connection to any RPW, TNW, or impoundments of either. Therefore, in accordance with the pre-2015 regime post-*Sackett* and the 12 March 2025 Memorandum to the Field Between the U.S. Department of Army, U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency Concerning the Proper Implementation of “Continuous Surface Connection” Under the Definition of “Waters of the United States” Under the Clean Water Act, Wetlands 101 and 102 do not meet the definition of adjacent as defined in the pre-2015 regime post *Sackett* guidance and is not a water of the United States subject to Section 404 of the Clean Water Act. Any discharge of dredged and/or fill material into Wetland 1 does not require a Department of the Army permit.

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.
 - a. Wetland Delineation 2.05-Ac Tract at 103 Twelfth Street, Port Aransas, Nueces County, Texas December 2024 prepared by Coastal Environments, Inc.
 - b. USGS Topographic Map Port Aransas, TX
 - c. 3D Hydrography (3DHP) mapper accessed 2 May 2025
 - d. National Wetlands Inventory (NWI) mapper accessed 2 May 2025

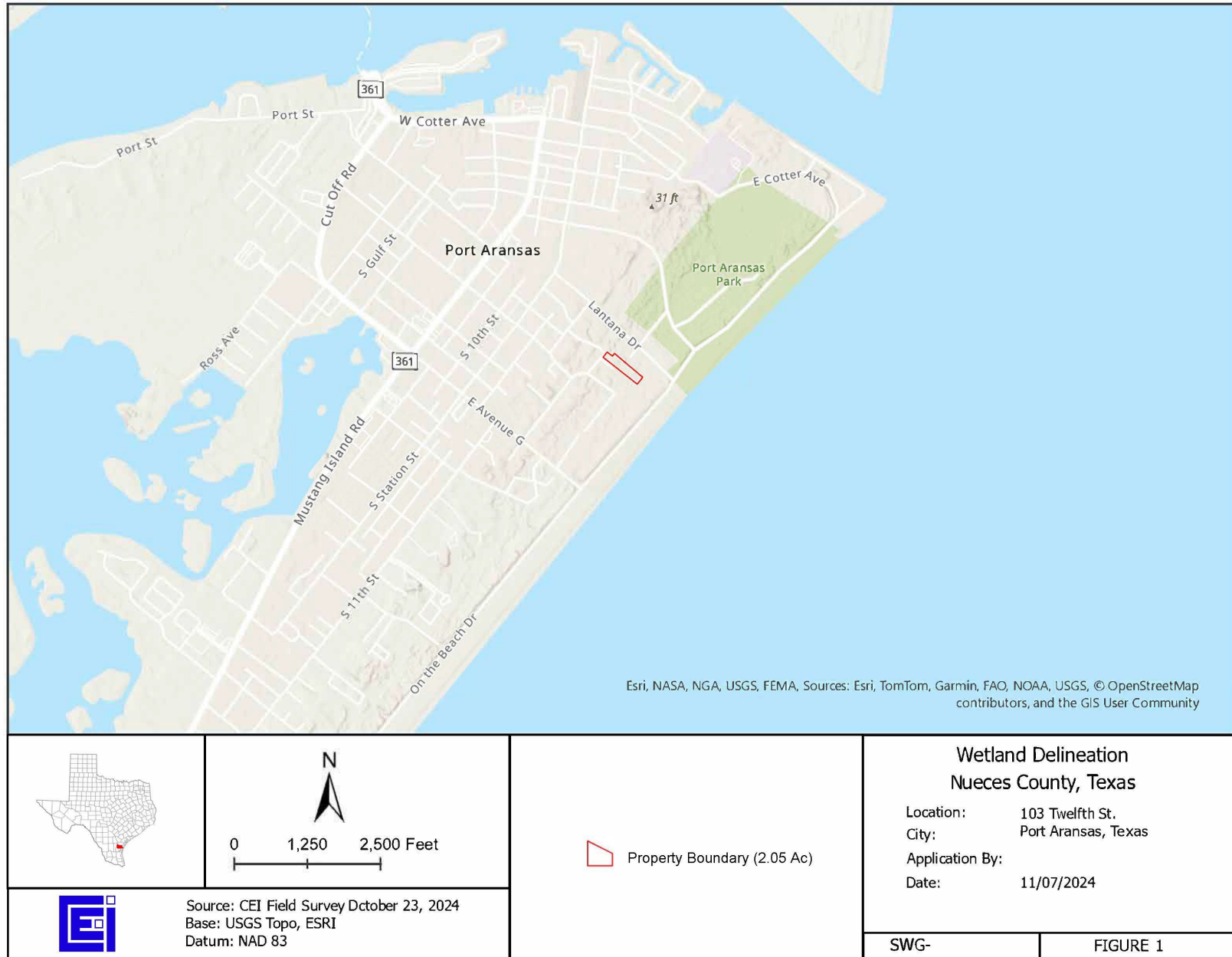
CESWG-RDR

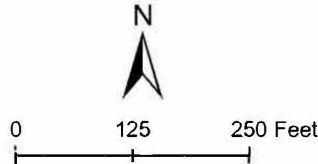
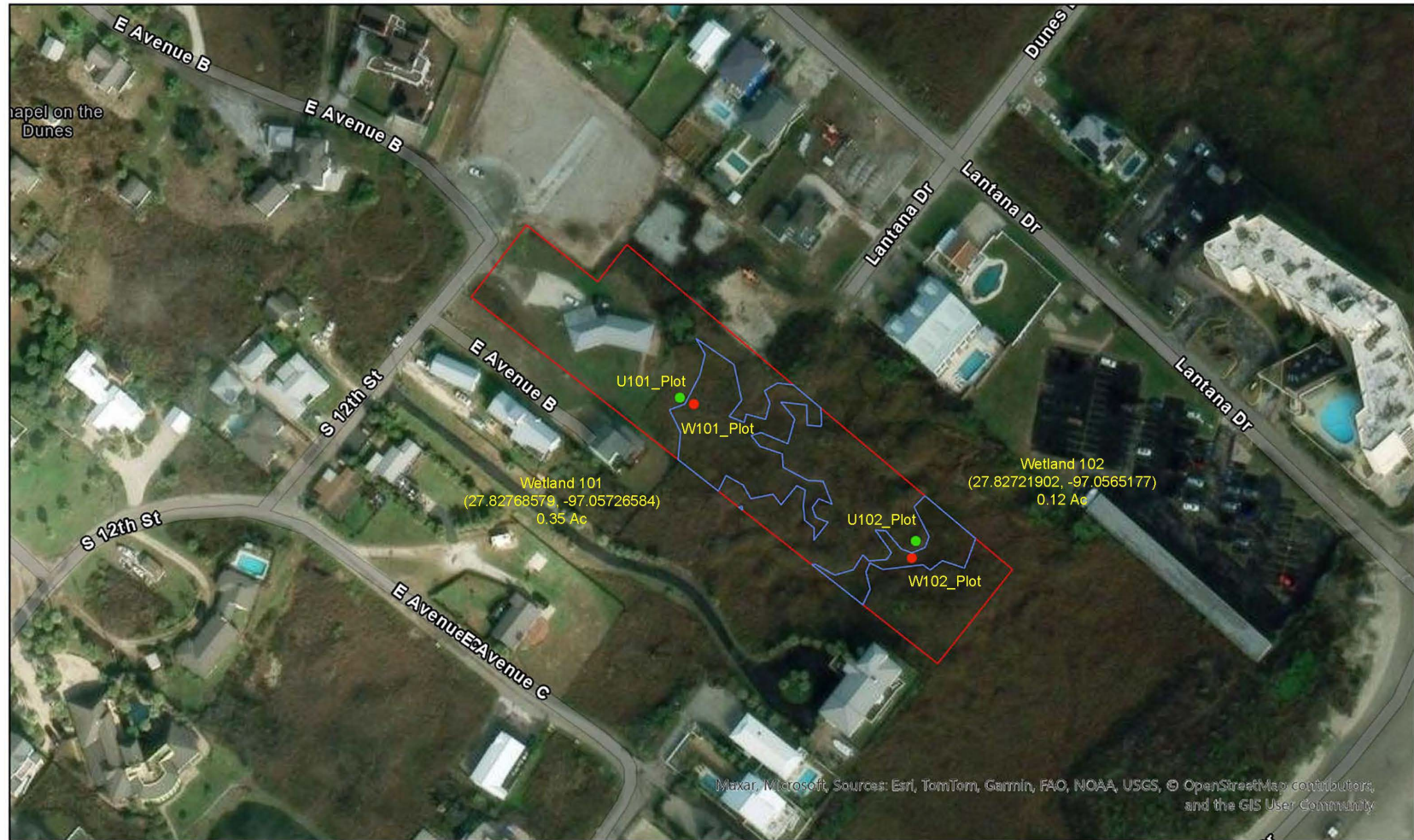
SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SWG-2024-00860

- e. NRCS Soil mapper accessed 2 May 2025
- f. Historical Aerials 2016, 2017, 2019, 2020, 2022, 2023 (Google Earth accessed 2 May 2025)
- g. ORM accessed 2 May 2025 – No previous jurisdictional determinations for the review area.

10. OTHER SUPPORTING INFORMATION. N/A

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.





- Wetland Plot
- Upland Plot
- ▮ Wetland Boundary (0.47 Ac)
- ▮ Property Boundary (2.05 Ac)



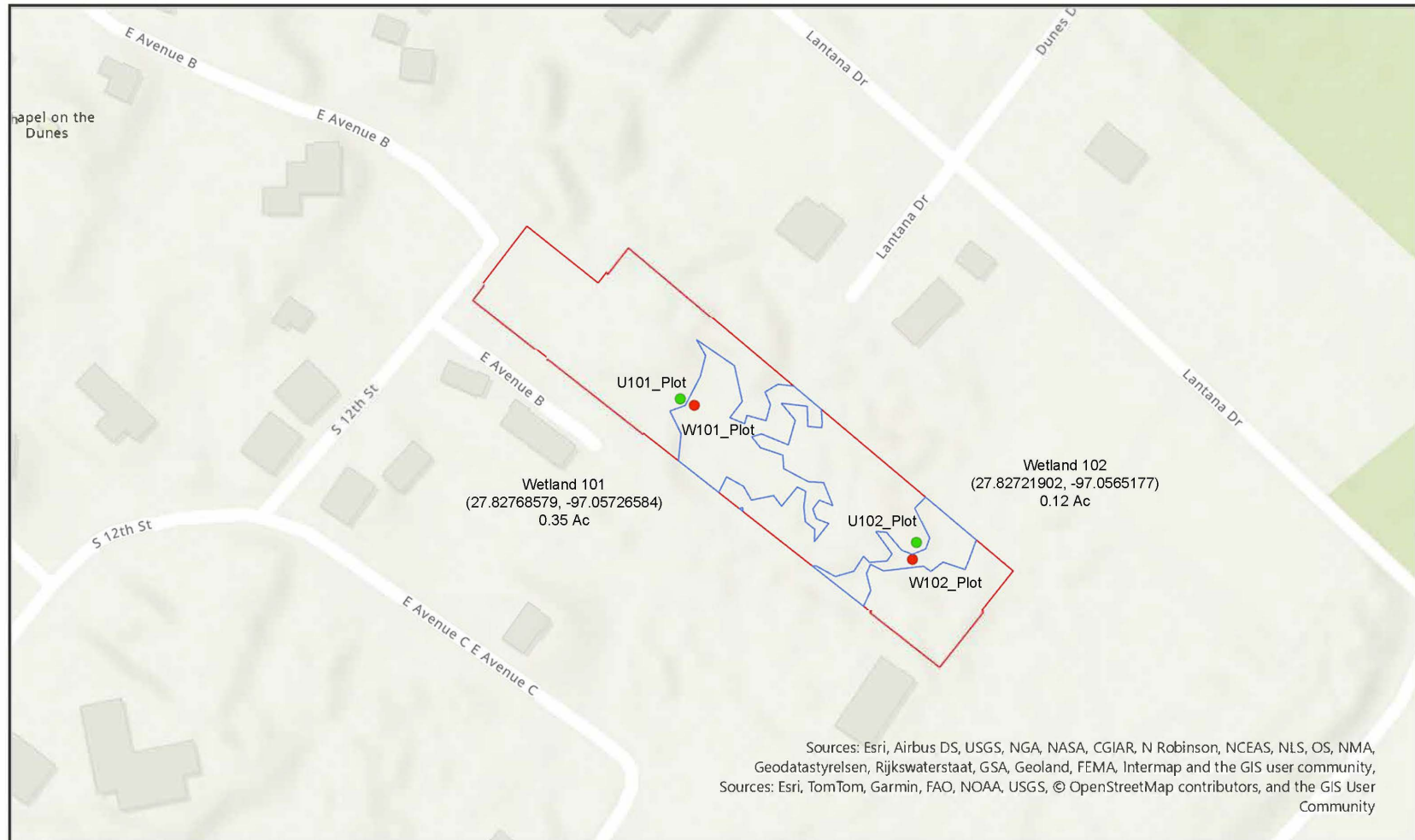
Source: CEI Field Survey October 23, 2024
Base: USGS Topo, ESRI
Datum: NAD 83

Wetland Delineation Nueces County, Texas

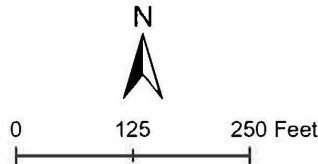
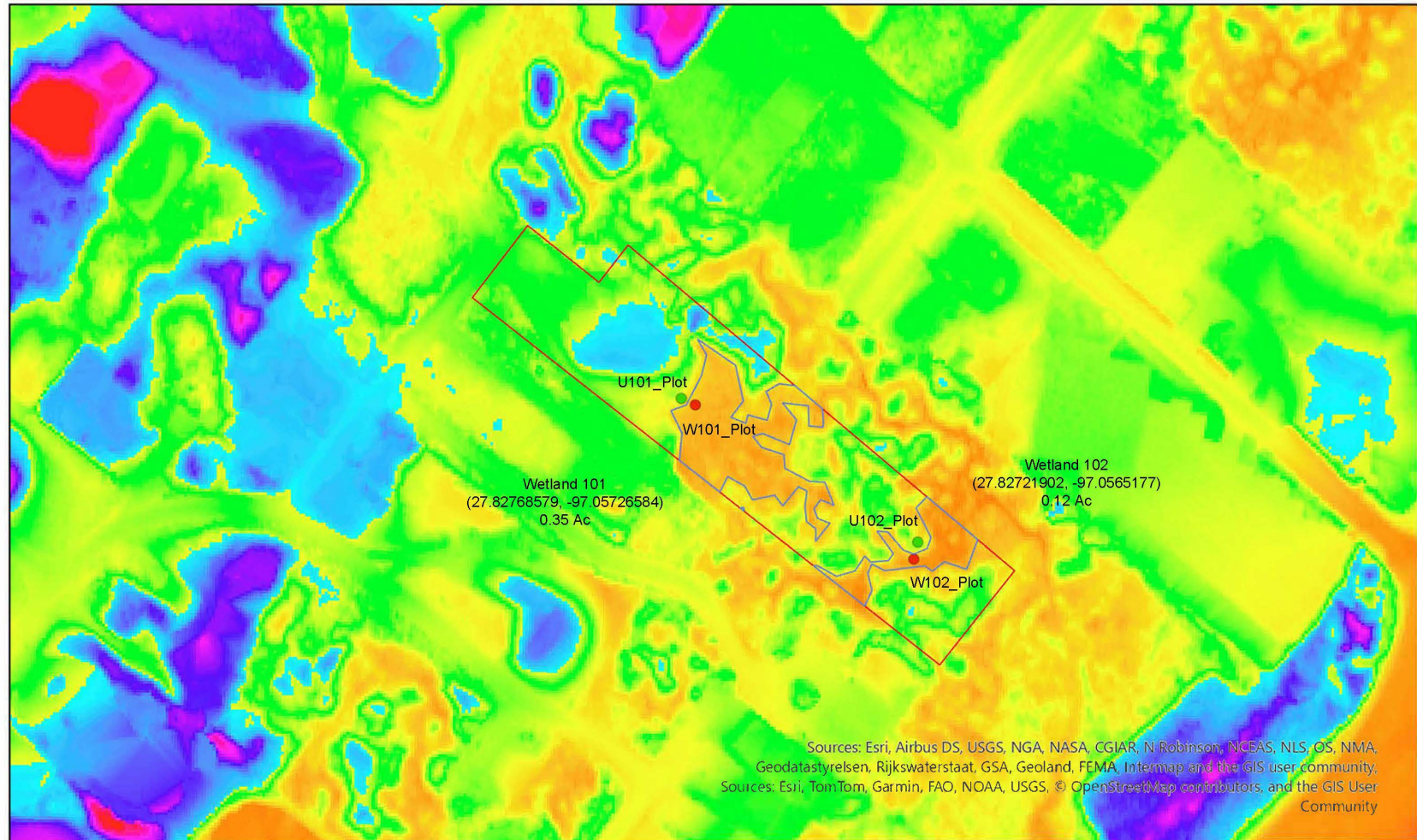
Location: 103 Twelfth St.
City: Port Aransas, Texas
Application By:
Date: 11/07/2024

SWG-

FIGURE 1



		- Wetland Plot - Upland Plot - Wetland Boundary (047 Ac) - Property Boundary (2.05 Ac)	Wetland Delineation Nueces County, Texas Location: 103 Twelfth St. City: Port Aransas, Texas Application By: Date: 11/07/2024	
	Source: CEI Field Survey October 23, 2024 Base: USGS Topo, ESRI Datum: NAD 83		SWG-	FIGURE 1



- Wetland Plot
- Upland Plot
- ▭ Wetland Boundary (047 Ac)
- ▭ Property Boundary (2.05 Ac)



Source: CEI Field Survey October 23, 2024
Base: USGS Topo, ESRI
Datum: NAD 83

Wetland Delineation Nueces County, Texas

Location: 103 Twelfth St.
City: Port Aransas, Texas
Application By:
Date: 11/07/2024

SWG-

FIGURE 1

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Brandon Lafayette Homes		File Number: SWG-2024-00860	Date: May 6, 2025
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL WITHOUT PREJUDICE	C	
	PERMIT DENIAL WITH PREJUDICE	D	
X	APPROVED JURISDICTIONAL DETERMINATION	E	
	PRELIMINARY JURISDICTIONAL DETERMINATION	F	

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- **RECONSIDERATION:** You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact: Ashley Bogrand Regulatory Project Manager (CESWG-RDR) U.S. Army Corps of Engineers 5151 Flynn Parkway, Suite 306 Corpus Christi, Texas 78411-4318 361-814-5847 ext. 1007	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact: Mr. Jamie Hyslop Administrative Appeals Review Officer Southwestern Division (CESWD-PD-O) U.S. Army Corps of Engineers 1100 Commerce Street, Suite 831 Dallas, Texas 75242-1317 Phone: 469-216-8324 Email: Jamie.r.hyslop@usace.army.mil
SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT	
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)	
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.	

7.C.

Signature of appellant or agent.	Date:
Email address of appellant and/or agent:	Telephone number:

EXHIBIT 10

Notification Letter

Future Date, 2025

Required contact for dune protection permit application near your property.

This letter constitutes notification and is a requirement of the dune protection permitting process. No action is necessary on your part. A dune protection permit application has been submitted for construction of the Chapman Cove Subdivision. You own a property near the site. The dune permit application may be referenced as the Dune Permit Chapman Cove Subdivision, 103 Twelfth Street and the application is in reference to the construction of the Chapman Cove Subdivision. The dune permit will be presented in front of the Port Aransas City Council in the upcoming months. The agendas for the Port Aransas City Council meetings are discoverable public information and if you wish to speak during a public comment portion of the meeting, you may. Chapman Cove Subdivision, 103 Twelfth Street will be included in the agenda item description on the public meeting agenda.

The dune permit application is prepared by Kyle Hooper of Pillar Engineering. If you have any questions relevant to the dune permit, you may contact me at 361-428-1500 or Info@pillarengineers.com. Alternatively, you may contact the City of Port Aransas at 361-749-4111.

Sincerely,
Pillar Engineering, LLC.

Kyle Hooper, P.E.
Principal

EXHIBIT 11

Neighbor Contact Information

Neighbor Contact Information

Chapman Cove Subdivision

103 Twelfth Street, Port Aransas Texas

The Contact Letter will be Mailed once the city engineer's approval letter has been issued.

Owner	Mailing Address	Physical Address	Property ID#
ROSS ROBERT J SPOUSAL TRST	33221 N. 55th Street, Cave Creek, AZ 85331-5126	121 Twelfth Street, PA, TX 78373	200093440
STRIEBER WILLIAM CONRAD & WF AMELIA YEAGER STRIEBER	203 Twelfth Street, PA, TX 78373	203 Twelfth Street, PA, TX 78373	200093434
SMITH ZACKORY & ANZA SMITH	700 Sunrise Avenue, PA, TX 78373	100 Dune Drive 1, PA, TX 78373	597998
PORT ARANSAS COTTAGES LLC	1509 Glenwood Drive, Friendswood, TX 77546	100 Dunes Drive 2, PA, TX 78373	597999
MCCAN KELBY AND RACHHELLE T MCCAN	1418 Whispering Sands Street, PA, TX 78373	100 Dunes Drive, PA, TX 78373	59800
DEULOFEUT RICHARD & SP ZARIFE M	1909 SHORELINE DRIVE, ABILENE, TX 79602	N.A.	613222

EXHIBIT 12

FEMA Floodpain Map

National Flood Hazard Layer FIRMMette



97°3'44"W 27°49'55"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/2/2025 at 9:23 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

EXHIBIT 13

City Engineer's Comments and Responses

June 23, 2025

Via: E-Mail

Nicole Boyer
 City of Port Aransas
 710 West Avenue A
 Port Aransas, Texas 78373

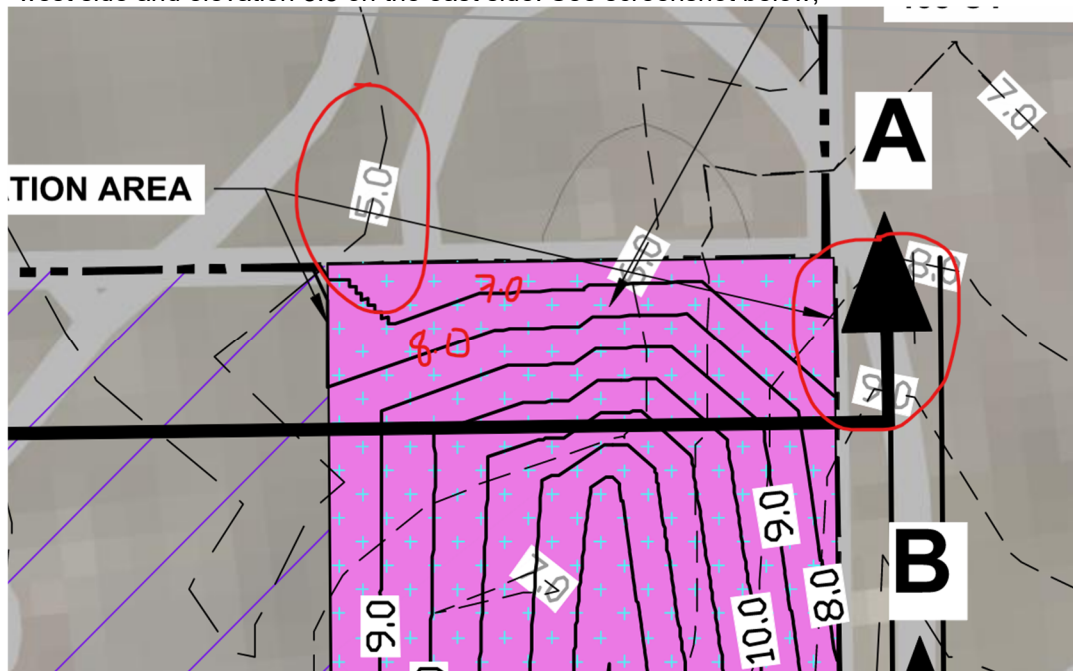
Re: Chapman Cove Subdivision
 City of Port Aransas – 2024 Job Reviews
 Project No. 357, Phase 21

Dear Nicole Boyer:

We have reviewed the Chapman Cove Subdivision dune protection permit application and find it administratively complete with the following comments.

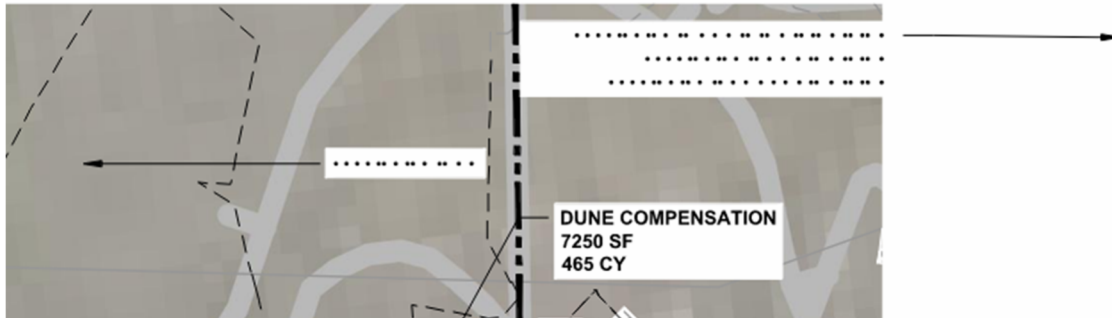
General Comments 06/23/25:

1. The permit application still does not define the extent of work to be completed under the permit. It is our recommendation that the applicant include verbiage that indicates this permit will cover all work associated with developing the lots including utility installation, lot grading and road construction.
2. We note that the application still does not identify Jim Henry's involvement. We recommend adding Jim Henry's information on Page 3.
3. Exhibit 4.1 shows the limit of re-grading at the property line. The proposed contours do not appear to tie into the existing contours outside of the property area. For Example, on the north end of the property, contour at El 7.0 is shown tying to an existing contour at elevation 5.0 on the west side and elevation 8.5 on the east side. See screenshot below;



It is our recommendation that the applicant show the proposed contours tying to existing. Tying to existing may affect the impact/mitigation calculations.

4. There appears to be a print issue with the notes on Exhibits 3.1 & 4.1. See screenshot below;



5. It was confirmed that the coral hatch area is additional vegetation impacts due to the compensation dune's impact on the existing vegetation. Note that most if not all dune compensation along the Port Aransas coastline will affect existing vegetation due to the level of existing vegetation along our coastline. It is not reasonable to require the applicant to mitigate 1:1 impacts to vegetation for both the impacts due to construction and the impacts of the compensation dunes. In this permit application, the compensation dune surface area will accommodate some additional square footage of mitigation; however, in other areas in Port Aransas the compensation dune often does not have enough surface area to even meet the 1:1 requirements. For this permit application, we recommend that the applicant propose to fully re-vegetate the compensation dune exceeding the 1:1 mitigation requirements, delete the coral hatch defining additional vegetation impacts, and extend the pink dune compensation hatch through the entire compensation dune. This will provide full coverage protecting the newly formed dune and avoid setting a precedent for quantifying impacts for dune compensation areas.

Regards,

Urban Engineering

Chloe Norton
cnorton@dccm.com
361-339-2001



361.960.4515

PILLARENGINEERS.COM

701 PARK AVENUE
CORPUS CHRISTI, TX 78408

June 23, 2025

Nicole Boyer
City of Port Aransas
710 West Avenue A
Port Aransas, Texas 78373

Re: Response to City Engineer Comments Dated June 23, 2025 for Chapman Cove Dune Permit Application

Dear Ms. Boyer,

Thank you for providing the city engineer's review for my client's dune permit application. I've inserted the **comments** provided by Mrs. Chloe Norton with Urban | DCCM, and a response below each comment. I am hopeful that the comments fully address the city's concerns and that this permit can proceed in the approval process.

COMMENT 1.

The permit application still does not define the extent of work to be completed under the permit. It is our recommendation that the applicant include verbiage that indicates this permit will cover all work associated with developing the lots including utility installation, lot grading and road construction.

RESPONSE 1

All work associated with developing the lots including utility installation, lot grading and road construction added to construction summary.

COMMENT 2.

We note that the application still does not identify Jim Henry's involvement. We recommend adding Jim Henry's information on Page 3.

RESPONSE 2.

Added Mr. Henry as the owner. City to clarify any further request.

COMMENT 3.

Exhibit 4.1 shows the limit of re-grading at the property line. The proposed contours do not appear to tie into the existing contours outside of the property area. For Example, on the north end of the property, contour at El 7.0 is shown tying to an existing contour at elevation 5.0 on the west side and elevation 8.5 on the east side. It is our recommendation that the applicant show the proposed contours tying to existing. Tying to existing may affect the impact/mitigation calculations.

RESPONSE 3.

Proposed grading contours within the mitigating area adjusted to reflect the north end of the properties tie in to existing conditions.

COMMENT 4.

Please confirm if the vegetation impact area (coral colored hatch) is part of the compensation dune as there are There appears to be a print issue with the notes on Exhibits 3.1 & 4.1.

RESPONSE 4.

Reprinted exhibits 3.1 and 4.1

Sincerely,
Pillar Engineering, LLC

A handwritten signature in blue ink that reads "Kyle Hooper".

Kyle Hooper, P.E.

July 9, 2025

Via: E-Mail

Nicole Boyer
City of Port Aransas
710 West Avenue A
Port Aransas, Texas 78373

Re: Chapman Cove Subdivision
City of Port Aransas – 2024 Job Reviews
Project No. 357, Phase 21

Dear Nicole Boyer:

We have reviewed the Chapman Cove Subdivision dune protection permit application and find it **administratively complete** with the following comments. Resubmittal addressing the following comments is not required.

General Comments:

1. Pillar Engineering's response to UE's Comment 1 (6/23/25) states that language was added to the Construction Summary. Construction Summary does not appear to be included in the revised permit application.
2. Comment 5 from UE's response (6/23/25) was not addressed.

Regards,

Urban Engineering

Chloe Norton
cnorton@dccm.com
361-339-2001

Staff Explanation on Vegetation Impacts and Compensation Dunes

In reviewing this application, the issue was raised that construction of the compensation dune will disturb some existing vegetation. Because nearly all of the Port Aransas coastline is vegetated, any compensation dune will inevitably overlap with and affect vegetation that is already present.

The applicant showed these impacts separately (shown as the coral hatch). However, the reviewer noted that it would not be reasonable to require an applicant to provide 1:1 mitigation for both the direct construction impacts *and* the unavoidable vegetation impacts from forming a compensation dune. Instead, the reviewer recommended—and staff concurs—that the applicant simply be required to fully revegetate the entire compensation dune (shown as the pink hatch).

For this application, the compensation dune has sufficient surface area to accommodate full revegetation, which not only satisfies but exceeds the 1:1 mitigation standard. This means the applicant does not need to make any changes to their plan.

Staff also emphasizes that this does not set a precedent of disregarding vegetation impacts. Rather, it establishes a consistent and practical method for handling compensation dunes. Applicants must fully revegetate their compensation dune, ensuring a newly formed dune that is stabilized and protected. This approach results in mitigation equal to or greater than 1:1, while avoiding unnecessary duplication in accounting for vegetation impacts.



TEXAS GENERAL LAND OFFICE
 COMMISSIONER DAWN BUCKINGHAM, M.D.

July 28, 2025

Via Electronic Mail

Nicole Boyer
 Director of Development Services
 City of Port Aransas
 710 W. Avenue A
 Port Aransas, Texas 78373-4128

Dune Protection Permit and Beachfront Construction Certificate in the City of Port Aransas

Site Address: 103 Twelfth Street, Port Aransas
Legal Description: Mustang Island Blk 1 Lot 2R
Lot Applicant: FRP Holdings, TX LLC - Brandon Lafayette and Jim Henry
City ID No.: PLAN 25-15
GLO ID No.: BDPARA-25-0135

Dear Ms. Boyer:

The General Land Office (GLO) has reviewed the application materials for a large-scale beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes grading activities and to construct subdivision infrastructure for a future development, including road infrastructure and utilities. The applicant also proposes to adversely impact 7,170 square feet of dune vegetation and 452 cubic yards of dunes and an on-site compensation area with 7,250 square feet of dune vegetation and 465 cubic yards of dunes. The proposed construction is located more than 200 feet landward of the line of vegetation and landward of the Erosion Line. According to the Bureau of Economic Geology, the area is stable.

Based on the information provided to our office for review, we have the following comments:

- This letter provides comments only for the proposed subdivision infrastructure and grading activities. A separate or amended beachfront construction certificate and dune protection permit is required for the construction of other subdivision improvements and for all habitable structures within this site.

Compensation

- The applicant must take measures to avoid adversely impacting dunes and dune vegetation outside of the impacts proposed in the application, such as not placing equipment on dunes or dune vegetation and installing temporary silt fencing or barriers adjacent to the critical dune area.¹

¹ 31 Tex. Admin. Code § 15.4(f)(1).

- Only indigenous dune vegetation that will help achieve the same protective capability or greater capability as the vegetation on surrounding natural dunes may be used to restore or repair dunes.²
- Restored dunes must be continuous with any surrounding naturally formed dunes and must approximate the natural position, contour, volume, elevation, vegetative cover, and sediment content of any naturally formed dunes in the proposed dune restoration area.³
- The applicant must provide landowners immediately adjacent to the tract with notice of the hearing at least 10 days prior to the hearing on the application.⁴

Compensation Completion

- The applicant must conduct compensation efforts continuously until the repaired, rehabilitated, and restored dunes and dune vegetation are equal or superior to the pre-existing dunes and dune vegetation. These efforts shall include preservation and maintenance pending completion of compensation.⁵
- The applicant must complete the sand placement and dune vegetation relocation or planting portions of the mitigation or compensation plan within one year of initiation of construction.⁶ The applicant should notify the City of the date of the initiation of construction.
- The applicant shall be deemed to have failed to achieve compensation if a 1:1 ratio has not been achieved within three years after initiation of construction, and the GLO may initiate enforcement as provided in 31 Tex. Admin. Code § 15.9.⁷
- The City shall determine a compensation project is complete when the dune restoration project's position, contour, volume, elevation, and vegetative cover matches or exceeds the surrounding naturally formed dunes.⁸
- The City must provide written notification to the GLO after determining that compensation is complete. The GLO may conduct a field inspection to verify compliance.⁹

Miscellaneous

- Any sand, soil, sediment, or dredged spoil deposited seaward of the local dune protection line must be of an acceptable mineralogy or grain size as compared to the sediments found onsite.¹⁰

² 31 Tex. Admin. Code § 15.4(f)(3)(A)(iv).

³ 31 Tex. Admin. Code § 15.7(e)(3).

⁴ 31 Tex. Admin. Code § 15.4(b)(5).

⁵ 31 Tex. Admin. Code § 15.4(g)(2) & Port Aransas Coastal Management Plan § VI(F)(5)(b).

⁶ 31 Tex. Admin. Code § 15.4(g)(5).

⁷ 31 Tex. Admin. Code § 15.4(g)(5).

⁸ 31 Tex. Admin. Code § 15.4(g)(3).

⁹ 31 Tex. Admin. Code § 15.4(g)(4).

¹⁰ 31 Tex. Admin. Code § 15.4(c)(3).

- The City must ensure that construction is designed so as to minimize impacts on natural hydrology. Construction shall not cause erosion to adjacent properties, critical dune areas, or the public beach.¹¹

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.¹² If you have any questions, please contact me at (512) 463-1278 or at michelle.leslie@glo.texas.gov.

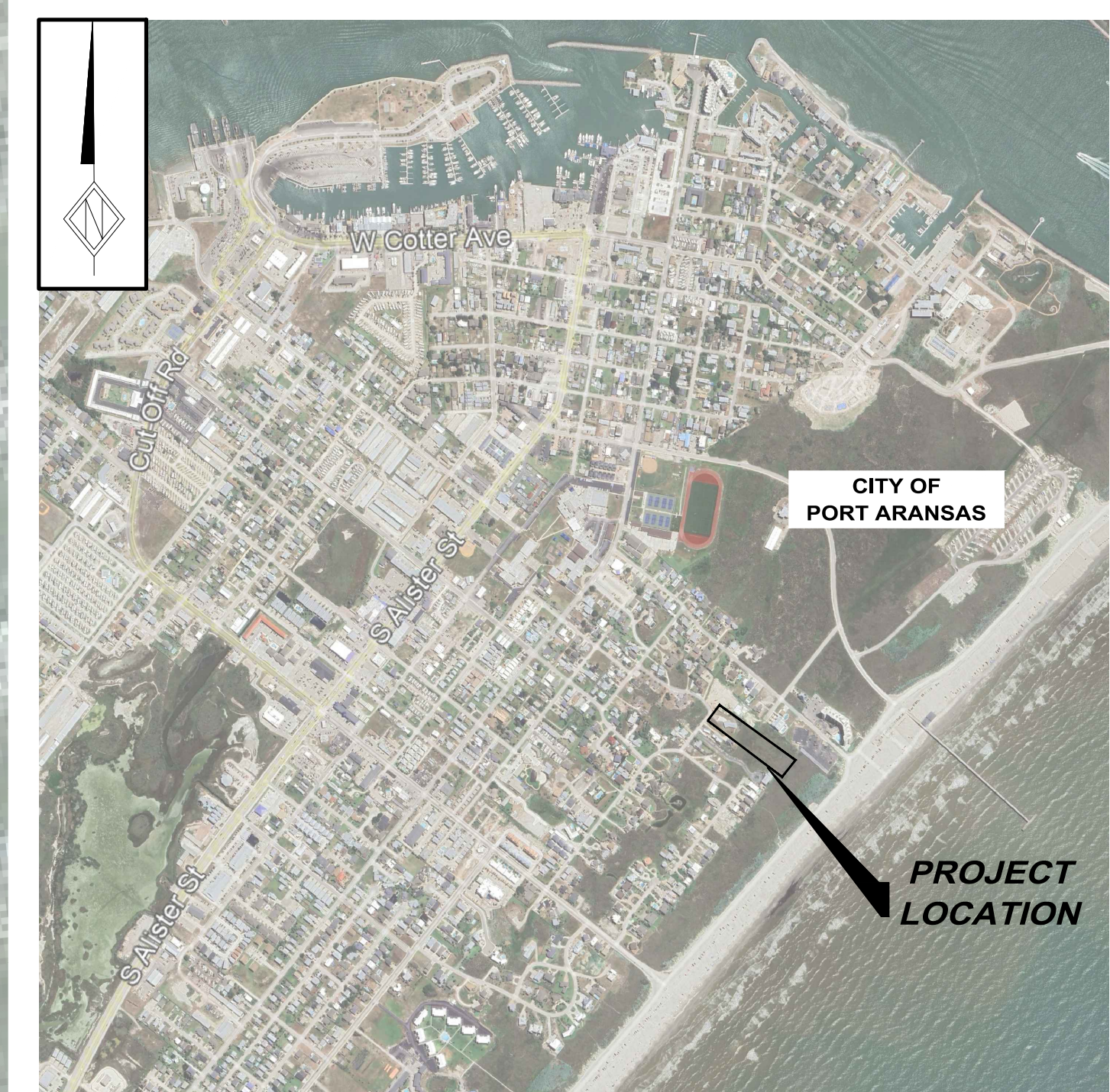
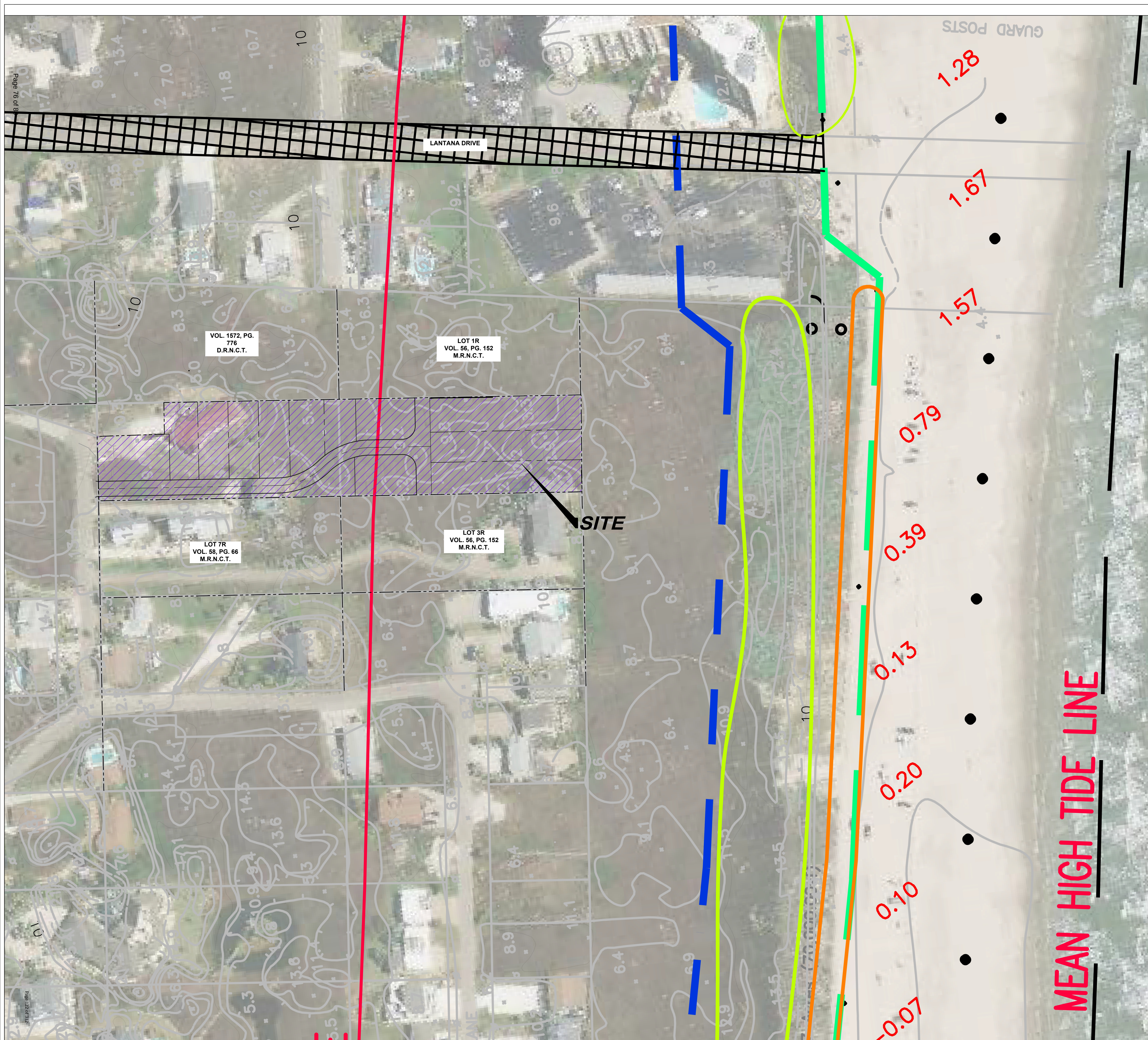
Sincerely,



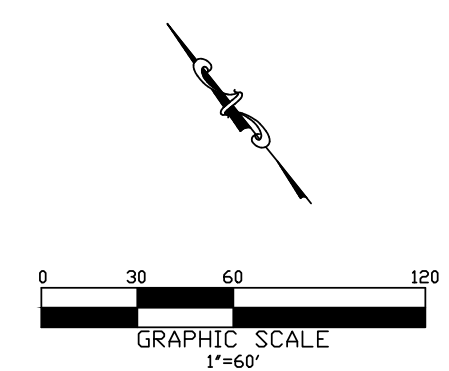
Michelle Leslie
Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

¹¹ 31 Tex. Admin. Code § 15.6(h).

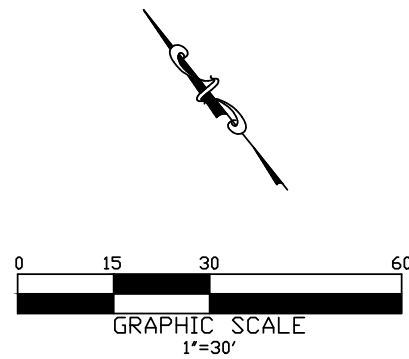
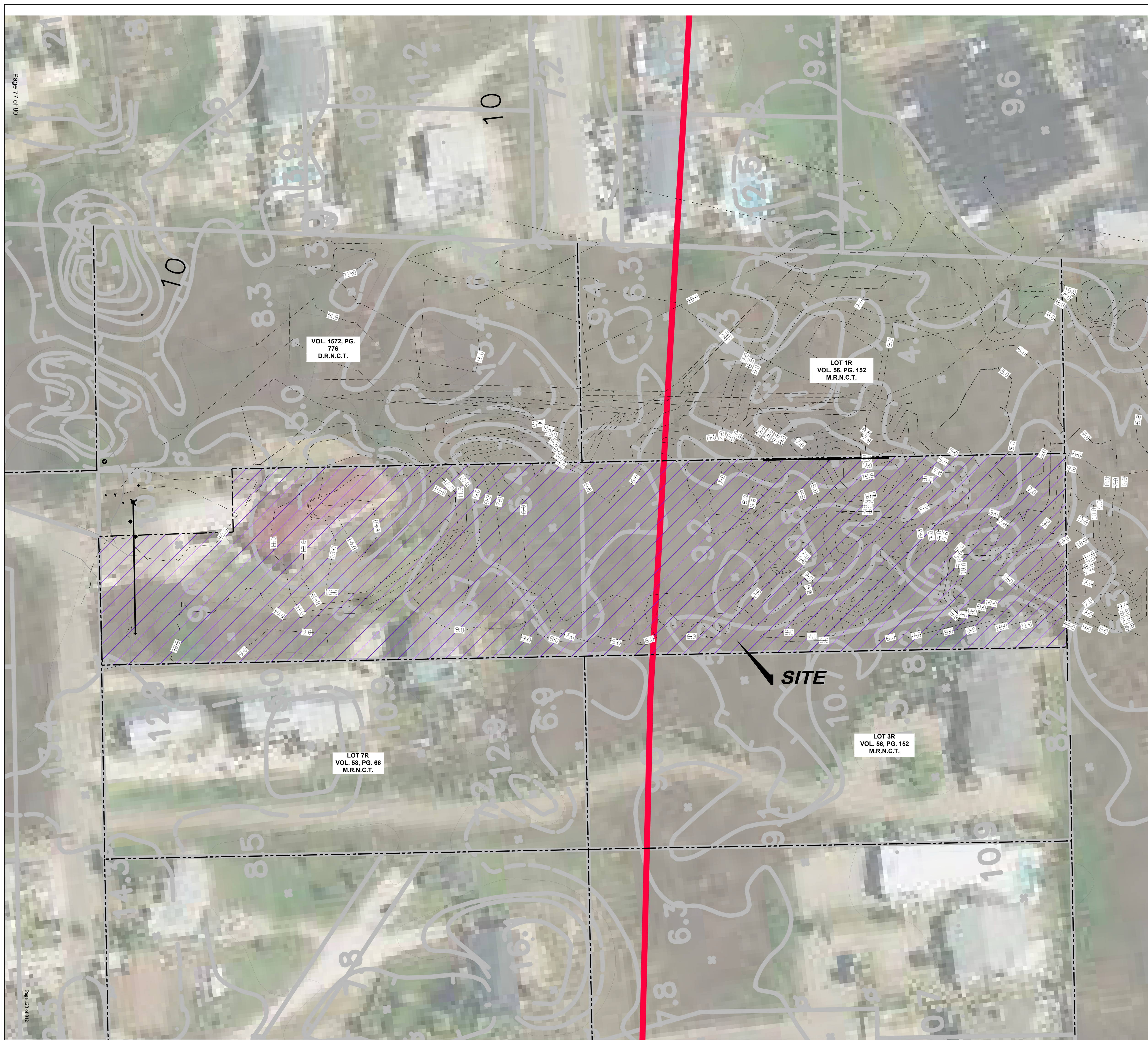
¹² 31 Tex. Admin. Code § 15.3(t)(5).



LOCATION MAP
NOT TO SCALE



LEGEND:	
	PROPERTY BOUNDARY
	1000' DUNE PROTECTION LINE
	EROSION LINE
	VEGETATION LINE
	2015 BEACH MAINTENANCE STORAGE AREA
	2013 BEACH MAINTENANCE STORAGE AREA
	BEG EROSION RATE -0.9 FT/YR 1930-2019 -0.9 FT/YR 1950-2019 -0.2 FT/YR 2010-2019
	BEACH ACCESS (VEHICULAR)



LEGEND:	
	PROPERTY BOUNDARY
	1000' DUNE PROTECTION LINE
	EXISTING CONTOUR
	CONSTRUCTION ZONE

- NOTES:**
- NO SEAWALLS OR ANY OTHER EROSION RESPONSE STRUCTURES EXIST ON THE TRACT OR ON PROPERTIES IMMEDIATELY ADJACENT TO THE TRACT
 - THE TOPOGRAPHIC INFORMATION PROVIDED IS BASED UPON THE GROUND SURVEY PERFORMED IN JAN. 2025. ADDITIONAL 2021 LIDAR IS OVERLAID ON THE DRAWING, OUTSIDE THE LIMITS OF WORK FOR REFERENCE
 - THE AERIAL IS NOT DIRECTLY RELATED TO THE LIDAR ONT HE GROUND TOPOGRAPHIC SURVEY
 - THE DUNE PROTECTION LINE, EROSION LINE, AND MEAN HIGH TIDE LINE ARE AN INTERPRETATION OF THE INFORMATION AVAILABLE.
 - HUMAN MODIFICATION TO DUNE COMPLEX WITHIN THE TRACT IS APPARENT, BUT THE FULL EXTENT OF THE WORK IS UNKNOWN AS IT WAS PERFORMED PRIOR TO THE CURRENT PARADIGN OF DUNE PROTECTION RULES

CHAPMAN SUBDIVISION DUNE PERMIT
PORT ARANSAS, TEXAS
EXHIBIT 2
TOPOGRAPHIC EXHIBIT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF DUNE PERMIT UNDER THE AUTHORITY OF KYLE HOOPER, P.E. TEXAS REG. NO. 137075 ON MAY 30 2025. IT IS NOT TO BE USED AS AN ENGINEERED PLAN FOR CONSTRUCTION

DRAWN: KH
DATE: AUG 2025
JOB #: C25-001

SHEET NO:
2.1

PILLAR

ENGINEERING

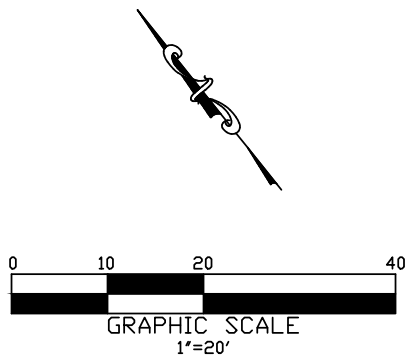
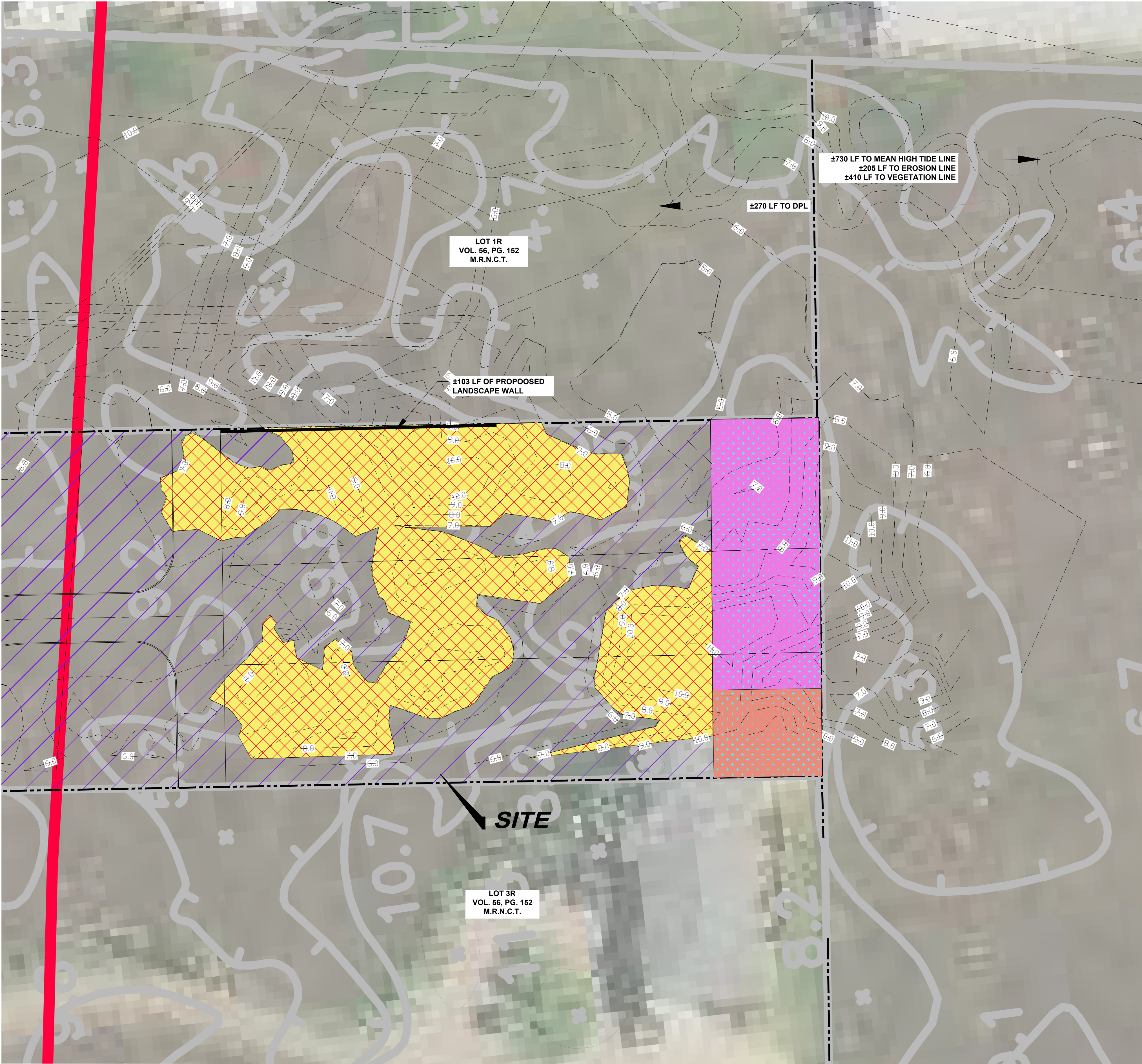
PILLAR ENGINEERING

701 PARK AVENUE

CORPUS CHRISTI, TX 78401

TBPE FIRM NO.: F-21625

WWW.PILLARENGINEERS.COM



- LEGEND:**
- PROPERTY BOUNDARY
 - 1000' DUNE PROTECTION LINE
 - EXISTING CONTOUR
 - CONSTRUCTION ZONE
 - CRITICAL DUNE COMPENSATION
 - IMPACTED CRITICAL DUNE
 - VEGETATION IMPACTS
 - EROSION LINE
 - 2013 BEACH MAINTENANCE STORAGE AREA
 - VEGETATION LINE
 - 2015 BEACH MAINTENANCE STORAGE AREA

- NOTES:**
- ALL MACHINERY MUST REMAIN IN THE CONSTRUCTION ZONE
 - ALL FOOT-TRAFFIC AND MATERIALS MUST REMAIN IN THE IDENTIFIED SITE AT ALL TIMES
 - WHEN WORKING WITHIN CRITICAL DUNE AREAS, THE CONTRACTOR SHALL NOT IMPACT DUNES OR DUNE VEGETATION OUTSIDE THE MITIGATION AREAS IDENTIFIED IN THIS PLAN. SEE EXHIBIT 4.1.
 - THE CONTRACTOR SHALL USE WOODEN MATS OR ANOTHER MANAGEMENT PRACTICE TO REDUCE OR ELIMINATE IMPACTS TO DUNE VOLUME AND DUNE VEGETATION. THE MATS OR OTHER MATERIAL SHALL ONLY REMAIN IN-PLACE WHEN THE CONTRACTOR IS ACTIVELY MANEUVERING MACHINERY WITHIN THE CRITICAL DUNES.
 - MATERIALS MUST BE STORED OUTSIDE THE CRITICAL DUNES
 - THE LIMITS OF CRITICAL DUNES WITHIN 20' OF THE CONSTRUCTION AREA SHALL BE STAKED WITH T-POSTS OR EQUAL) AND ORANGE CONSTRUCTION FENCING WHEN MACHINERY IS IN THE CONSTRUCTION ZONE.
 - THE CONSTRUCTION AREA SHALL BE CLEARLY STAKED IN THE FIELD WITH STAKES AT A 30' MAXIMUM SPACING. THE CONSTRUCTION AREA WITHIN CRITICAL DUNE AREAS SHALL BE DELINEATED WITH ORANGE CONSTRUCTION FENCING.
 - IMPACTS ARE AFFECTS TO DUNE VOLUME AND DUNE VEGETATION
 - COMPENSATION IS CRITICAL DUNE VOLUME AND DUNE VEGETATION CREATED TO OFFSET IMPACTS OR EXPAND THE DUNE SYSTEM.
 - MITIGATION IS IMPACTS TO DUNES CAUSED BY CONSTRUCTION, THE DUNES IN THIS AREA MUST BE RESTORED TO THEIR PRE-CONSTRUCTION CONTOUR AND VEGETATIVE COVER
 - THE DUNES IN THE IMPACT AREA WILL BE LEFT IN PLACE AND NEW DUNE MATERIAL WILL BE BROUGHT IN FROM OUTSIDE THE DUNE PROTECTION ZONE TO CREATE THE COMPENSATION DUNE.
 - THE DUNE MATERIAL BROUGHT IN MUST BE THE SAME MATERIAL AS THE SURROUNDING DUNES AS DEFINED BY THIS PERMIT, THE REGULATIONS IN TAC 31.15, AND THE PORT ARANSAS COASTAL MANAGEMENT PLAN.
 - ALL MACHINERY MUST REMAIN IN THE CONSTRUCTION ZONE
 - ALL CONSTRUCTION RELATED FOOT TRAFFIC AND MATERIALS MUST REMAIN IN THE IDENTIFIED SITE AT ALL TIMES
 - WHEN WORKING WITHIN THE CRITICAL DUNE AREAS WITHIN THE SITE, THE CONTRACTOR SHALL NOT IMPACT DUNES OR DUNE VEGETATION OUTSIDE THE MITIGATION AREAS IDENTIFIED IN THIS PLAN.
 - WHEN EXISTING GRACES ARE NOT CONDUCTIVE TO CONSTRUCTION, FILL SHALL BE BROUGHT IN AND USED TO CREATE A WORK SURFACE. THIS FILL SHALL BE REMOVED PRIOR TO VEGETATION EFFORTS AND SHALL NOT EXTEND BEYOND THE CONSTRUCTION ZONE.
 - PROPOSED LANDSCAPE WALL (±103 LF) ON APPLICANTS PROPERTY ONLY. NO ADVERSE EFFECTS TO DUNE HYDROLOGY OR ECOLOGY.

PILLAR ENGINEERING
701 PARK AVENUE
CORPUS CHRISTI, TX 78401
TBPE FIRM NO.: F-21625
WWW.PILLARENGINEERS.COM

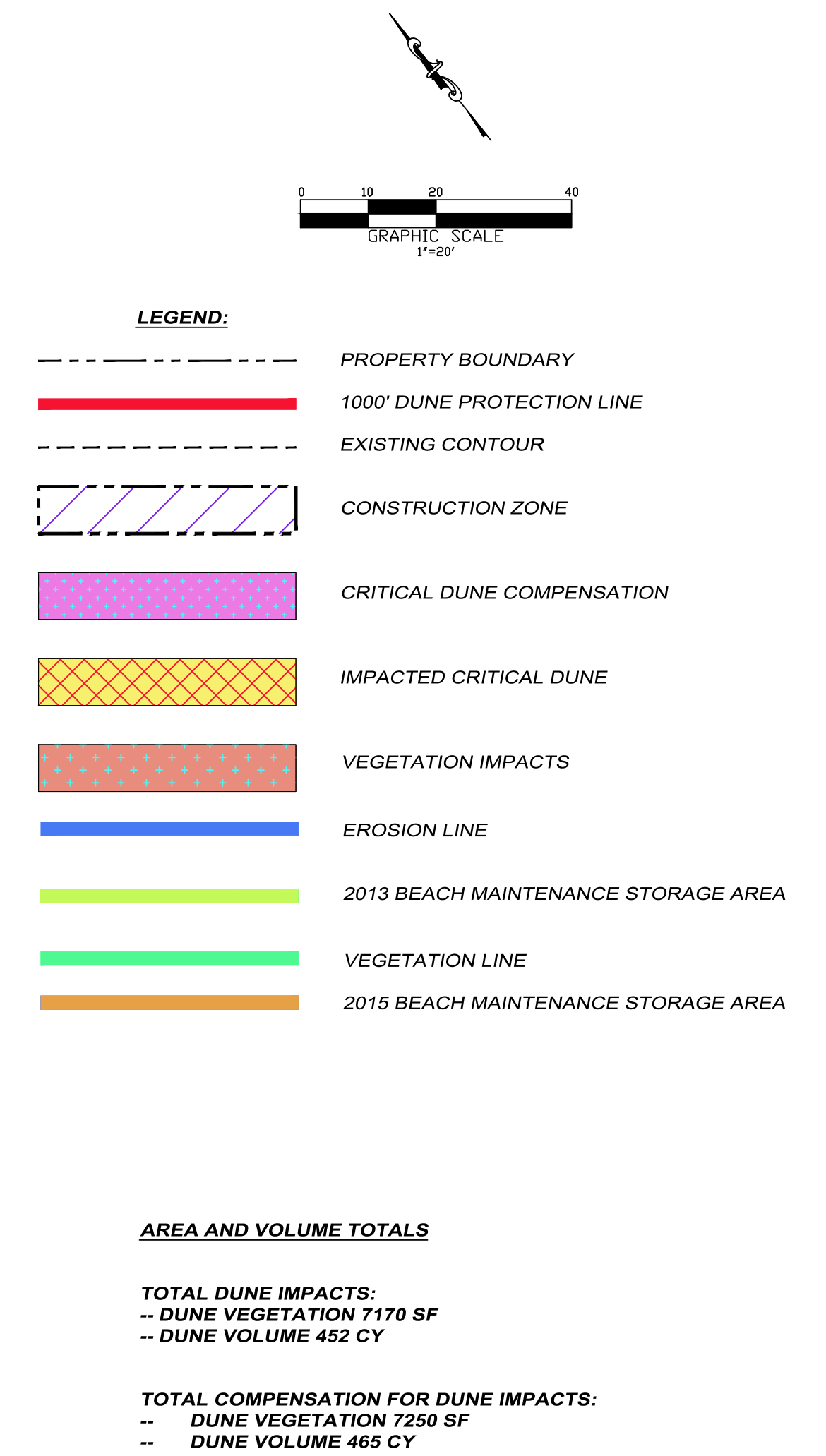
PILLAR
ENGINEERING

CHAPMAN SUBDIVISION DUNE PERMIT
PORT ARANSAS, TEXAS
EXHIBIT 3
DUNE SITE PLAN

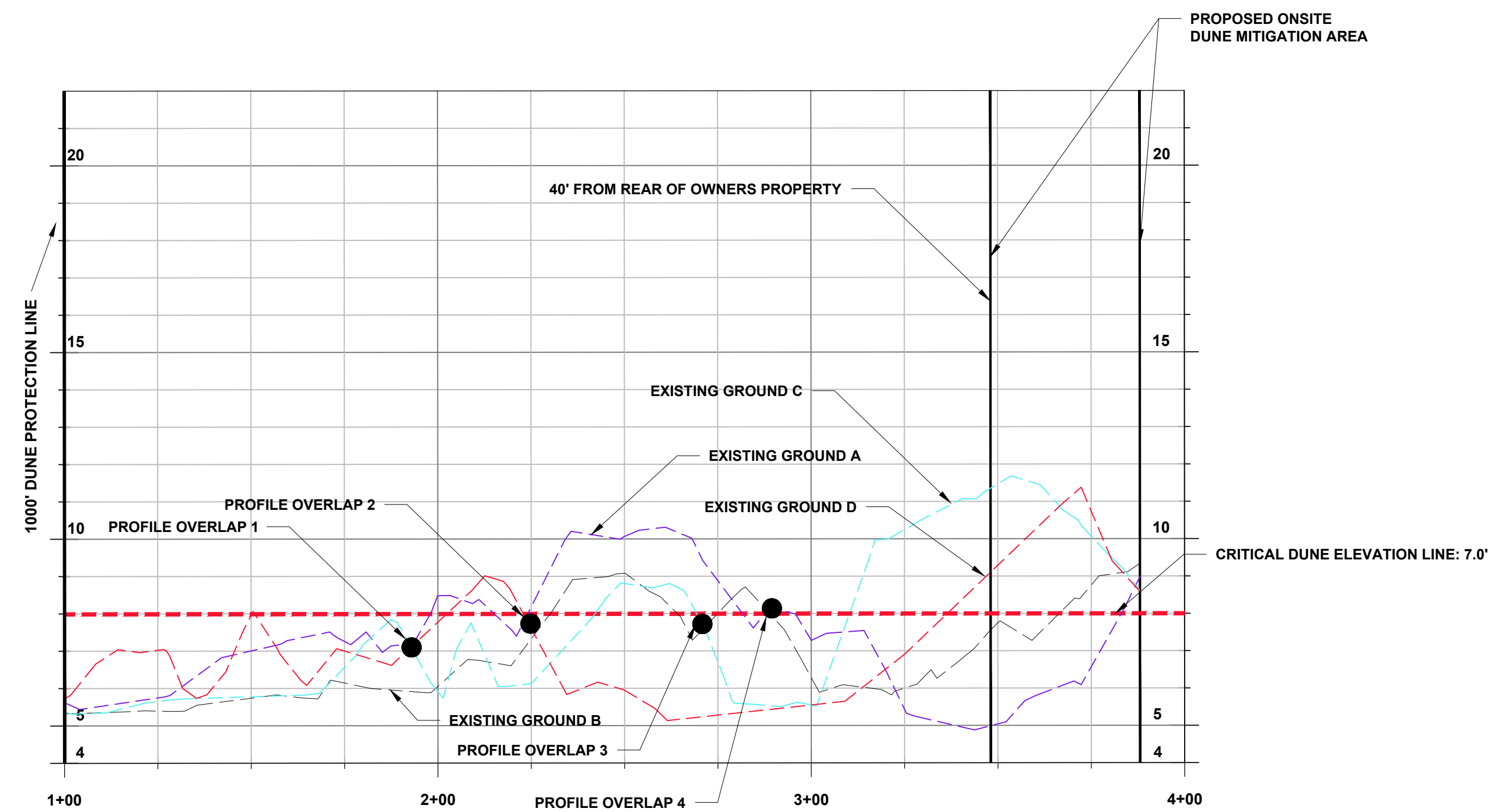
THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF DUNE PERMIT
UNDER THE AUTHORITY OF
KYLE HOOPER, P.E. TEXAS
REG. NO. 137075 ON MAY 30
2025. IT IS NOT TO BE USED
AS AN ENGINEERED PLAN
FOR CONSTRUCTION

DRAWN: KH
DATE: AUG 2025
JOB #: C25-001

SHEET NO:
3.1



SITE PLAN VIEW



SITE PROFILE VIEWS

7.C.

-----Original Message-----

From: "Michelle Leslie" <Michelle.Leslie@glo.texas.gov>

Sent: Tuesday, August 26, 2025 1:01pm

To: "nicole.boyer@cityofportaransas.org" <nicole.boyer@cityofportaransas.org>

Subject: RE: [EXTERNAL] FW: Dune Plan 25-15_Revised Dune Permit Exhibits to Reflect Approved Civil CDs

Hi Nicole,

The GLO has reviewed the changes to the site plan and does not believe additional GLO review is required since there has not been a material change, as defined in 31 TAC 15.2(47).

Best,

Michelle Leslie

Manager, Beach Access and Dune Protection

Coastal Resources

Texas General Land Office

(512) 463-1278

-----Original Message-----

From: "Kyle Hooper" <Kyle@pillarengineers.com>

Sent: Thursday, August 21, 2025 3:27pm

To: "nicole.boyer@cityofportaransas.org" <nicole.boyer@cityofportaransas.org>

Cc: "brandon@blhtx.com" <brandon@blhtx.com>

Subject: Dune Plan 25-15_Revised Dune Permit Exhibits to Reflect Approved Civil CDs

Nicole,

Thank you for your time this afternoon. As discussed on our Teams call with the GLO, I've attached the revised exhibits to reflect the approved civil construction documents. Since we were proactive in our original dune permit application, the slight civil site plan adjustment has no change in impacts within the 1000 ft dune protection area.

If you have any more questions or comments, please feel free to reach out to me directly.

Thanks and Regards,

Kyle Hooper, P.E.

Pillar Engineering, LLC

M:361-428-1500

E: kyle@pillarengineers.com

W: www.pillarengineers.com

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take appropriate action on Final Plat (PLAN 25-17) Lot 1, Block 1, City Services Addition, City of Port Aransas, Nueces County, Texas. Applicant: City of Port Aransas. Property Location: 325 Ninth St.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: P&Z

Staff Contact: Nicole Boyer, Development Services Director

BACKGROUND INFORMATION:

Approval of the **City Services Addition Plat** is required to allow for current and future permitting of City facilities located on this site. The property includes the new Fire and EMS Station, the Public Works building, and the planned Lifeguard Building. Platting these lots ensures compliance with Chapter 21 of the Port Aransas Code of Ordinances by establishing clear property boundaries, utility and access easements, and subdivision standards. This action provides the framework needed to support ongoing and future development of essential City services.

Chapter 21, Article 2:

https://library.municode.com/tx/port_aransas/codes/code_of_ordinances?nodeId=PTIIPARCO_CH21SU_ARTIIPRE

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommendations will be discussed at the meeting.

ATTACHMENTS:

[Application](#)
[CITY SERVICES ADDITION REPLAT](#)
[CITY SERVICES ADDITION 250429BB1 SITE PLAN](#)
[Utility Review--Brightspeed](#)
[Utility Review--AEP](#)
[Alley Conversion](#)
[Utility Review--NCWCID4](#)

7.D.

**APPLICATION
FOR
FINAL PLAT APPROVAL**

Section 1. General. The undersigned Applicant (Applicant is synonymous with owner) makes this Application for Final Plat Approval in accordance with Chapter 21, Port Aransas Code and in particular, Section 21-38 thereof. If there is insufficient room on this Application to completely answer any item, attach an exhibit. This Application has to be signed under Section 5 by the Applicant and the engineer or surveyor.

Section 2. Application. If you have already completed and filed an Application for Preliminary Plat Approval, then under this section of the Final Plat Application, you only need to specify the changes, if any, in the information provided in the Preliminary Plat Application. State whether there are or are not any changes. If there are any changes, explain them:

If you have not completed a Preliminary Plat Application, then provide the following information, as required by Section 21-38.A (1) and Section 21-37.A, Port Aransas, Code:

- (1) State the name, business addresses and telephone numbers of the owners, engineer and surveyor.

<u>For Owners/Developers</u>	<u>Engineer/Surveyor</u>
CITY OF PORT ARANSAS	GRIFFITH & BRUNDRETT SURVEYING & ENGINEERING, INC.
NICOLE BOYER, DIRECTOR OF DEVELOPMENT SERVICES	J. L. BRUNDRETT, JR, PE, RPLS 361.729.6479
710 W AVENUE A, PORT ARANSAS, TX 78373	P. O. BOX 2322, ROCKPORT, TX 78381
361.749.4111, NBOYER@CITYOFPORTARANSAS.ORG	

- (2) Describe the legal ownership interest of all owners in the tract. 100%
- (3) The information required in this Section 2 shall cover all property covered by the final plat and all of the applicant’s contiguous property.
- (4) State whether the development is Staged Development or Major Development. It is staged if Applicant owns contiguous property not being finally platted under this final plat.
MAJOR DEVELOPMENT
- (5) By signing this Application, you are acknowledging that you are aware that, if your property encompasses “wetlands” as determined by the Corp of Engineers, it may be subject to certain development restrictions mandated by State and / or Federal law.
- (6) State the source for water service, whether water well or Water District.
WATER DISTRICT
- (7) State the source for sewer service whether septic or Water District.
WATER DISTRICT
- (8) Provide a full legal description of the property covered by the Final Plat and include all of applicant’s contiguous property. SEE BELOW
- (9) State whether or not there are any private covenants or restrictions applicable to the land or any part of it, and, if there are, attach a copy of all private covenants and restrictions applicable to the land.

NO PRIVATE COVENANTS / RESTRICTIONS

- (10) Attach to this Application a written memorandum from the Water District stating that the District's authorized agent has received a copy of the Preliminary Plat, that the District concurs in the preliminary illustration of water and sewer utilities and either objects to or approves of the proposed plat.

Section 3. Map. You must submit with this Application a final plat map, in compliance with and containing all information and being in the form required by Section 21-38B, Port Aransas Code, which section requires that the Final Plat Map shall include the following:

- (1) The title or name by which the subdivision is to be identified, north arrow, the scale of the map, and the seal and name of the State Registered professional land surveyor responsible for preparation of the map.
- (2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination.
- (3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks, and other areas intended to be dedicated or deeded to public use with proper dimensions. The boundaries of the subdivision shall be indicated by a heavy line equivalent to a No. 5 Reservoir pen and shall be tied by dimension to the established centerline of all existing boundary streets.
- (4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.
- (5) All lot, block, and street boundary lines, with blocks and lots numbered or lettered consecutively. The area of each lot in square feet or acreage, building lines, required yards adjacent to streets, and easements shall be shown and shall be defined by dimension. Actual widths of all street right-of-way shall be shown, measured at right angles or radially, where curved. All principal liens shall have the bearing, and any deviations from the norm shall be indicated.
- (6) Accurate dimensions, both linear and angular, of all items on the plat. The boundary survey on the site shall close within one (1) in ten thousand (1:10,000). Linear dimensions shall be expressed in feet and decimals of a foot. Angular dimensions may be shown by bearings. Curved boundaries shall be fully described an all-essential information given. Circular curves shall be defined by actual length of radius and not be degree of curve. Complete dimensional data shall be given on fractional lots.
- (7) The location and description of all lot and block corners and permanent survey reference monuments. The plat shall reflect whether such corners or monuments have been found or set by the surveyor. All new corners and monuments shall be of three-quarter (3/4) inch iron pipe or five-eighths (5/8) inch iron rod and shall meet the following standards:
 - (a) Lot corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground.
 - (b) Block corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground and shall include the beginning and end of all curves within each block.
 - (c) Reference points shall be twenty-four to thirty (24-30) inches long, placed one (1) foot below the surface of the finished ground elevation at suitable locations throughout the subdivision. There shall be at least as many reference points as there are blocks in the subdivision, but not less than two, add the distance between successive monuments along any street or reference line shall not be greater than one thousand (1,000) feet. Reference points shall be other than and in addition to markers set for block or lot corners.

- (8) Public Improvement Dedication certificate substantially as follows: “The undersigned, being all of the owners of the property covered by this plat map, hereby dedicate to and for the public and the City of Port Aransas, in perpetuity, the public areas, shown on this plat map, including all easements rights-of-way, streets, alleys, squares, parks, and other public parts of the tract.” This certificate shall be signed and acknowledged by all owners of any interest in said land. The form of acknowledgment shall be as required for the acknowledgement of deeds. Written, signed approval and acceptance of such dedication by all lien holders shall be included.
- (9) A certificate by the responsible surveyor in charge, duly authenticate, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the boundary survey, this fact should be noted in the certificate. Also, the certificate should show whether or not the tract is within the City limits or extra territorial jurisdiction of Port Aransas, unless the information is shown in suitable manner elsewhere on the face of the plat
- (10) The Final Plat Map shall be signed by all owners of the platted tract and their signatures shall be acknowledged in the manner required for deed recordation. Section 212.004 (c).
- (11) The Final Plat Map shall be signed by all lien holders in approval and their signatures shall be acknowledged in the manner required for deed recordation.
- (12) In addition to other required certificates, the following signed certificates shall be on the plat map preceding the certificate of the County Clerk:

(a) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property approved by the City Engineer for the City of Port Aransas, Texas.

This the _____ day of _____, 20_____.

City Engineer

(b) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the Planning and Zoning Commission on the ____ day of _____, 20_____.

Chairman of P&Z Commission

City Secretary

(c) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the City Council on the _____ day of _____, 20____.

Mayor

City Secretary

(d) If a subdivision is located in an area not served by a sanitary sewer system and septic tanks are to be used, the following form shall be included on the plat:

COUNTY OF NUECES

Approved by the Nueces County Health Department on the _____ day of _____, 20____. Any private water supply and / or sewage system shall be approved by the Nueces County Health Department prior to installation.

Section 4. Hearing. The Applicant agrees and consents to Planning and Zoning Commission hearing this Final Plat Application on the last Monday of the calendar month next following the 30th day after the Application is filed.

Section 5. Signatures.

Owners Signature. The owners must sign this statement on the signature line provided below. Section 21-38.A (3), Port Aransas Code. The undersign, being the owners of the land, affirm that all information contained in or submitted as part of the platting process is true and correct, and that all public improvements required as part of the development will be constructed in accordance with the Final Plat and in accordance with all ordinances, rules and regulations of the City governing the development, platting and subdivision of land. If an agent is signing for owner, state name and capacity.

Signed this _____ day of _____, 20____.

OWNER

OWNER

Engineer or Surveyor Signature. The engineer and / or surveyor preparing the plat map must sign this statement on the signature line provided below. Section 21-38.A (2), Port Aransas Code. The undersigned, the registered engineer or land surveyor preparing the plat map, affirm that I have, to the best of my ability, designed the subdivision in accordance with the city ordinances and regulations governing the development, platting and subdivision of land, except where a variance is requested, the reasons for which are hereinafter stated. If there are no variances requested, state "None". If there are variances requested, describe the variances and the reasons for each.

Signed the 26th day of June, 2025.



ENGINEER / SURVEYOR

For Building Official Use Only

The Application is not filed unless and until it (including the map) complies with the requirements of Section 21-38, Port Aransas Code, and contains all information above required.

Filed on _____, 20__.

Building Official
City of Port Aransas

Owner Certification

State of Texas
County of Nueces

THE CITY OF PORT ARANSAS

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the ____ day of _____, A.D., 2025.

DAVID PARSONS, City Manager

State of Texas
County of Nueces

This instrument was acknowledged before me by:

DAVID PARSONS, City Manager of
THE CITY OF PORT ARANSAS

This the ____ day of _____, A.D., 2025.

Notary Public in and for the State of Texas

Flood Data

This is to certify that I have consulted the Federal Flood Hazard Map dated 10-13-22, and found that the property described herein is X (or) is not _____ located in a "Special Flood Hazard Area."

Flood Zone AE, Base Elevation 9.0',
Panel No. 0380G, Community No. 485498.

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions.

SUBJECT TO CHANGE BY FEMA

Firm Name and Address

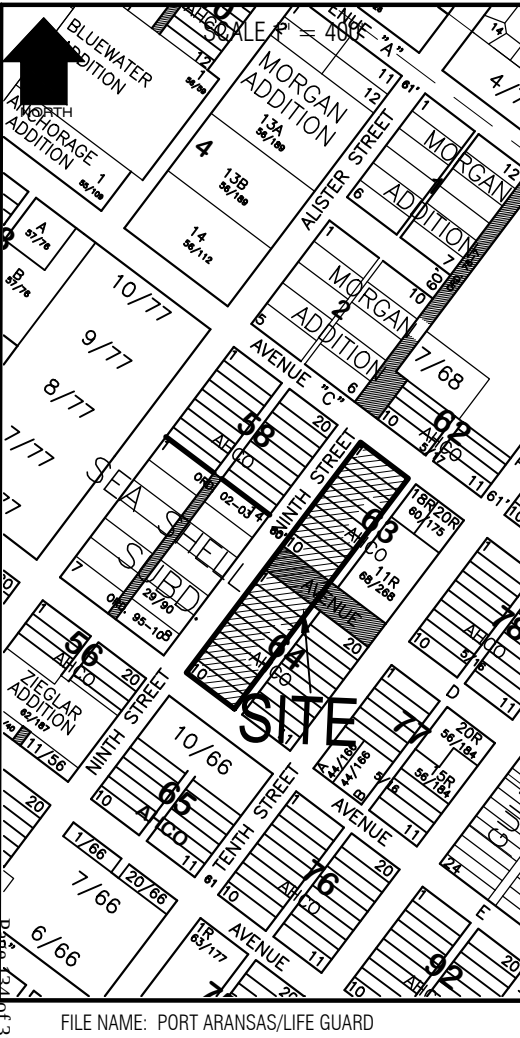
Griffith & Brundrett
Surveying & Engineering, Inc.

411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78381

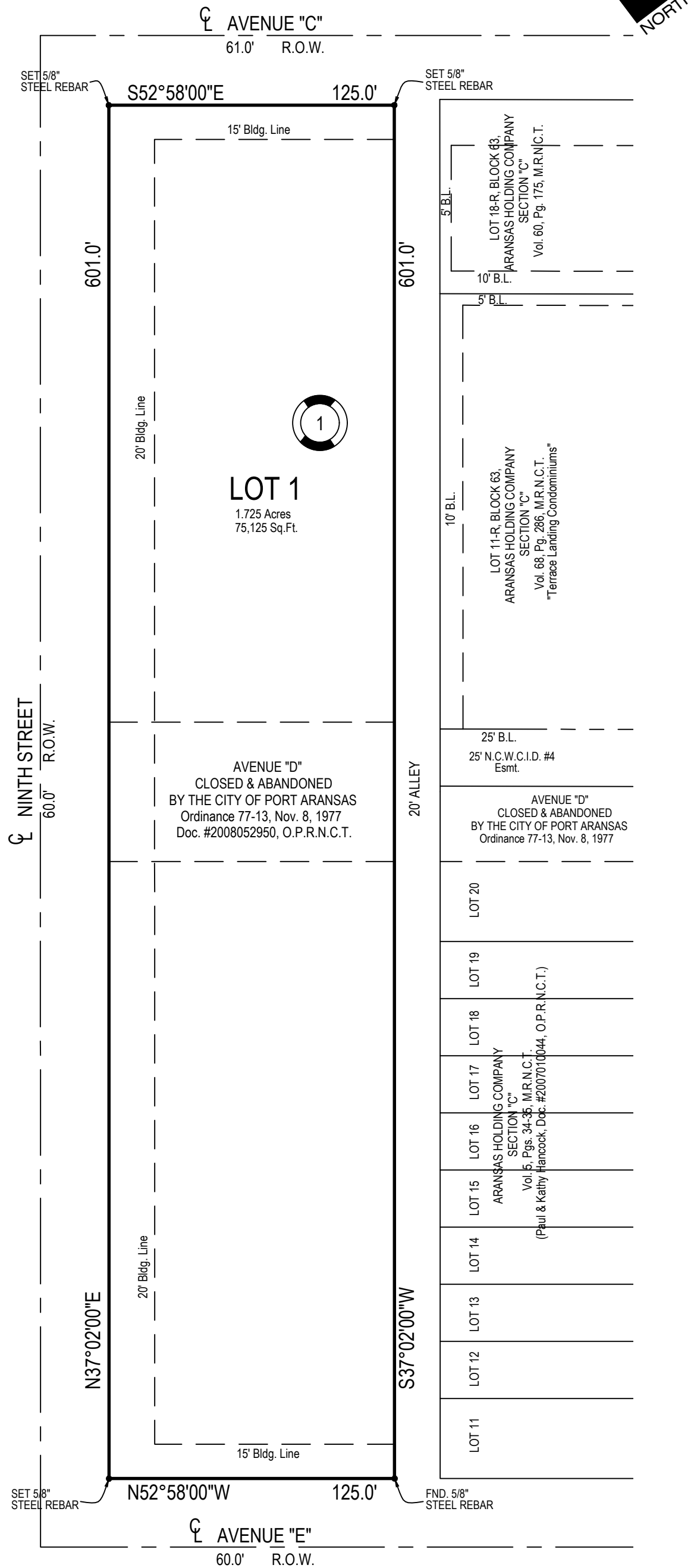
☎: 361-729-6479
☎: 361-729-7953
✉: jerry@gbsurveyor.com
🌐: www.gbsurveyor.com

TBPELS FIRM NO. F-414

Locator Map



FILE NAME: PORT ARANSAS/LIFE GUARD



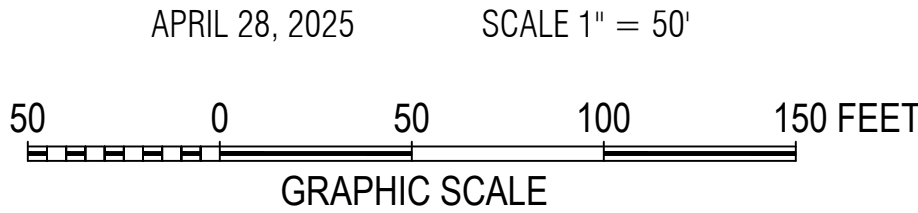
Final Plat of:

LOT 1, BLOCK 1,

CITY SERVICES ADDITION

CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS,

BEING A REPLAT OF LOTS 1 THROUGH 10, BLOCK 63; LOTS 1 THROUGH 10, BLOCK 64, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C", CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 5, PAGES 34 AND 35, MAP RECORDS OF NUECES COUNTY, TEXAS; ALONG WITH THAT PORTION OF AVENUE "D" LOCATED BETWEEN LOT 10, BLOCK 63, AND LOT 1, BLOCK 64, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C". CLOSED AND ABANDONED BY THE CITY OF PORT ARANSAS BY ORDINANCE 77-13.

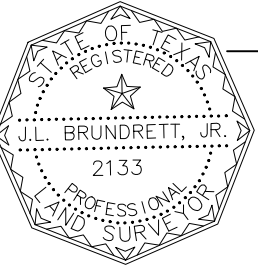


Surveyor Certification

State of Texas
County of Aransas

I, J.L. Brundrett, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the ____ day of _____, A.D., 2025.

 J.L. BRUNDRETT, JR.
R.P.L.S.
Reg. No. 2133

City Building Official

State of Texas
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Port Aransas, Texas, by the City Building Official.

This the ____ day of _____, A.D., 2025.

City Building Official

City Engineer

State of Texas
County of Nueces

This final plat of the herein described property was approved by the City Engineer for the City of Port Aransas.

This the ____ day of _____, A.D., 2025.

City Engineer

Notes

- 1) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebars capped with "GRIFFITH & BRUNDRETT"
- 2) Plat Bearing of A.H.Co Section "C", along the East R.O.W. line of Ninth Street, used for Directional Control.
- 3) Total platted area contains 1.725 acres or 75,125 square feet of land.
- 4) Property falls within the City Limits of Port Aransas and must comply with all City Codes, Regulations and Set Backs.
- 5) Variance for existing building structures approved pursuant to this plat. If existing structures are removed or reconstructed more than 51%, then the new construction must comply with side yard requirements, platted easements and building lines.

County Clerk's Certification

State of Texas
County of Nueces

I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, do hereby certify that the foregoing instrument of writing dated the ____ day of _____, A.D. 2025, with its certificate of authentication was filed for record in my office the ____ day of _____, A.D. 2025, at ____ o'clock ____ m. and duly recorded the ____ day of _____, A.D. 2025, at ____ o'clock ____ in the Map Records of Nueces County, Texas in Volume _____, Page _____.

Witness my hand and seal of the County Court, in and for Nueces County, Texas, at office in Corpus Christi, Texas, the day and year last written above.

Kara Sands, County Clerk
Nueces County, Texas

By: _____ Deputy

Clerk's File No. _____

SITE PLAN

LOT 1, BLOCK 1,
CITY SERVICES
ADDITION

BEARING A REPLAT OF LOTS 1 THROUGH 10, BLOCK 63, LOTS 1 THROUGH 10, BLOCK 64, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C", CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 5, PAGES 34 AND 35, MAP RECORDS OF NUECES COUNTY, TEXAS, ALONG WITH THAT PORTION OF AVENUE "D" LOCATED BETWEEN LOT 10, BLOCK 63, AND LOT 1, BLOCK 64, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C", CLOSED AND ABANDONED BY THE CITY OF PORT ARANSAS BY ORDINANCE 77-13.

SCALE 1" = 30'
APRIL 29, 2025

Filename: 250429BB1

Prepared For:
THE CITY OF PORT ARANSAS

PLAT BEARING USED FOR DIRECTIONAL CONTROL
UNLESS OTHERWISE SHOWN.

THIS IS TO CERTIFY THAT I HAVE CONSULTED
THE FEDERAL FLOOD HAZARD MAP DATED
10-13-22, AND FOUND THAT THE
PROPERTY DESCRIBED HEREIN IS X (OR)
IS NOT LOCATED IN A "SPECIAL FLOOD
HAZARD AREA.

ZONE AE, BASE ELEVATION 9.0'
PANEL NO. 0380G,
COMMUNITY NO. 485498.

THIS INFORMATION IS BASED ON SCALING THE LOCATION OF THIS SURVEY ON THE FEMA MAP, AND IS INTENDED TO BE USED TO DETERMINE INSURANCE RATES ONLY, AND NOT TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

THIS SURVEY IS IN VIOLATION OF "COPYRIGHT LAWS" IF NOT ACCOMPANIED BY ORIGINAL SEAL AND SIGNATURE.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP OF TITLE EVIDENCE. SURVEYOR DID NOT REVIEW EXCEPTIONS IN SCHEDULE "B" OF THE TITLE COMMITMENT TO DETERMINE WHETHER THEY DO OR DO NOT AFFECT SUBJECT PROPERTY

THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN SIX (6) MONTHS FROM THE DATE OF THIS SURVEY.

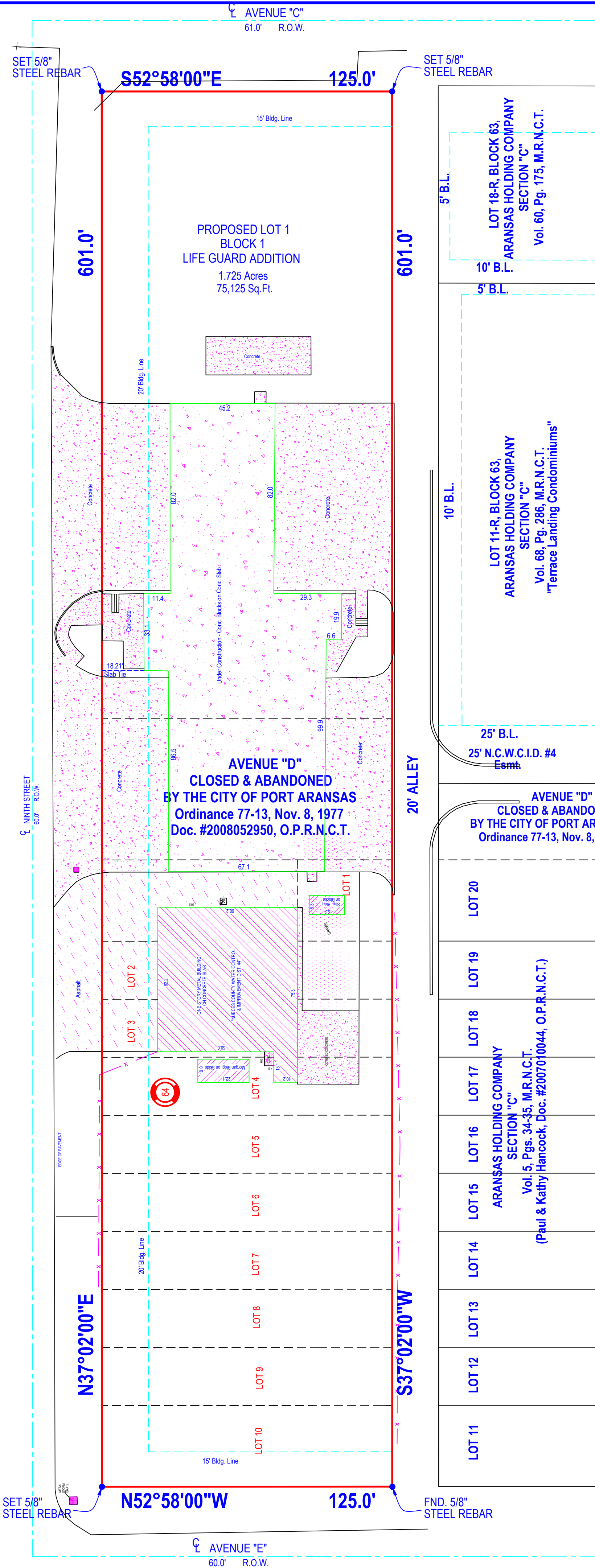
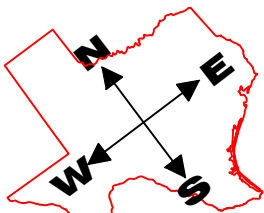
ANY COPY OF THIS DRAWING MUST BEAR THE
SURVEYOR'S ORIGINAL SEAL AND SIGNATURE
IN RED INK OR THE DRAWING IS AN
UNAUTHORIZED REPRODUCTION WHICH MAY
HAVE BEEN ALTERED OR CHANGED WITHOUT
THE SURVEYOR'S KNOWLEDGE.

THIS ORIGINAL WORK IS PROTECTED UNDER
COPYRIGHT LAWS, TITLE 17, UNITED STATES
CODE SECTIONS 101 AND 102, ALL VIOLATORS
WILL BE PROSECUTED TO THE FULLEST EXTENT
OF THE LAW.

5/8" STEEL REBAR'S FOUND OR SET AT ALL
PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
ALL SET RODS ARE CAPPED WITH "GRIFFITH &
BRUNDRETT."

I, J. L. BRUNDRETT, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT CORRECTLY SHOWS A SURVEY ON THE GROUND OF THE FOREGOING PROPERTY AND THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROTRUSIONS (EXCEPT AS SHOWN HEREON.)

J. L. BRUNDRETT, JR., R.P.L.S. REG. NO. 2133
TBPELS Firm No. F-414





CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
06/18/2025

(1) SUBJECT PLAN 25-18, MAJOR REPLAT of CITY SERVICES ADDITION, LOT 1, BLOCK 1 Being a replat of lots 1 through 10, block 63; Lots 1 through 10, Block 64, Aransas Holding Company Subdivision, Section “C”, City of Port Aransas, Nueces County, Texas, according to the plat recorded in Volume 5, Pages 34 and 35, map records of Nueces County Texas, along with that portion of Avenue “D” located between Lot 10, Block 63, and Lot 1, Block 64, Aransas Holding Company Subdivision, Section “C”. Closed and abandoned by the City of Port Aransas Ordinance 77-13. **Applicant: City of Port Aransas. Property Location: 710 W Avenue A.**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	_____	_____
BRIGHTSPEED OF PORT ARANSAS	X _____	_____
AEP TEXAS CENTRAL COMPANY	_____	_____
CITY OF PORT ARANSAS GAS DIVISION	_____	_____

COMMENTS:

BY: John C Rios DATE: 6/19/2025

AUTHORIZED SIGNATURE



**CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
06/18/2025**

- (1) SUBJECT PLAN 25-18, MAJOR REPLAT of CITY SERVICES ADDITION, LOT 1, BLOCK 1** Being a replat of lots 1 through 10, block 63; Lots 1 through 10, Block 64, Aransas Holding Company Subdivision, Section "C", City of Port Aransas, Nueces County, Texas, according to the plat recorded in Volume 5, Pages 34 and 35, map records of Nueces County Texas, along with that portion of Avenue "D" located between Lot 10, Block 63, and Lot 1, Block 64, Aransas Holding Company Subdivision, Section "C". Closed and abandoned by the City of Port Aransas Ordinance 77-13. **Applicant: City of Port Aransas. Property Location: 325 Ninth.**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	_____	_____
BRIGHTSPEED OF PORT ARANSAS	_____	_____
AEP TEXAS CENTRAL COMPANY	<u>X</u>	_____
CITY OF PORT ARANSAS GAS DIVISION	_____	_____

COMMENTS:

AEP to retain all AEP exhibit easements & prescribed/blanket easements if any. There is a varying AEP electrical easement by separate document along the alley side that is in the works to be extended until avenue E. See attached documents on email for details on the first half of the project. I'm approving it, however, I'm also informing there is an easement on existing facilities. Let me know if you all have any questions at 361-230-1090 or jarreola@aep.com

BY:  DATE: 6-19-25
AUTHORIZED SIGNATURE

**"EXHIBIT A"**

Metes and Bounds Description
For a Variable-Width
0.0930-Acre UE/EE Easement

STATE OF TEXAS
COUNTY OF NUECES

Being a variable-width, 0.0930-acre UE/EE Easement out of Lots 1-10, Block 63, and Lots 1-2, Block 64, Aransas Holding Company Section "C", a map recorded in Volume 5, Page 34-35, Map Records of Nueces County, Texas, said 0.0930-acre Easement also being out of a Portion of Avenue D (abandoned by City of Port Aransas Ordinance No. 77-13 and recorded in Document No. 288776, Volume 1839, Page 809-810, Deed Records of Nueces County, Texas), said 0.0930-acre Easement being more particularly described by metes and bounds as follows;

Commencing, at the North corner of said Lot 1, Block 63, being the North corner of said Block 63, also being the intersection of the Southwest Right-of-Way line of East Avenue C (a 60-foot-wide public roadway) and the Southeast Right-of-Way line of Ninth Street (a 60-foot-wide public roadway);

Thence, continuing with the Southwest Right-of-Way line of said East Avenue C, South 52°07'19" East, a distance of 115.00 feet to the Northern-most Northeast corner and the **Point of Beginning** of this Easement;

Thence, with the Southwest Right-of-Way line of said East Avenue C, South 52°07'19" East, a distance of 10.00 feet to the East corner of said Lot 1, Block 63, and the rear line of said Lots 1-10, Block 63, also being the intersection of the Northwest Right-of-Way line of a 20-foot wide alley recorded in said Aransas Holding Company Section "C" and the Southwest Right-of-Way line of said East Avenue C, and the Southern-most Northeast corner of this Easement;

Thence, with the Northwest Right-of-Way line of said 20-foot wide alley and the rear line of said Lots 1-10, Block 63, and Lots 1-2, Block 64, South 37°43'54" West, at a distance of 295.50 feet pass the Northeast line of a 10-foot wide Easement recorded in said Ordinance No. 77-13, continuing a total distance of 390.00 feet, to the Southern-most Southwest corner of this Easement;

Thence, departing from the Northwest Right-of-Way line of said 20-foot wide alley, over and across said Lot 2, Block 64, North 52°16'06" West, a distance of 10.00 feet to the Northern-most Southwest corner of this Easement;

Thence, 10.00 feet from and parallel to the Southeast line of this Easement, North 37°43'54" East, a distance of 30.00 feet to an interior corner of this Easement;

Thence, North 52°16'06" West, a distance of 5.00 feet to an exterior corner of this Easement;

Thence, 15.00 feet from and parallel to the Southeast line of this Easement, North 37°43'54" East, a distance of 15.00 feet to an exterior corner of this Easement;

Thence, South $52^{\circ}16'06''$ East, a distance of 5.00 feet to an interior corner of this Easement;

Thence, over and across said Lots 5-10, Block 63, said Lot 1, Block 64, and said Portion of Avenue D closed by Ordinance No. 77-13, 10.00 feet from and parallel to the Southeast line of this Easement, North $37^{\circ}43'54''$ East, a distance of 227.50 feet to an interior corner of this Easement;

Thence, North $52^{\circ}16'06''$ West, a distance of 5.00 feet to an exterior corner of this Easement;

Thence, 15.00 feet from and parallel to the Southeast line of this Easement, North $37^{\circ}43'54''$ East, a distance of 15.00 feet to an exterior corner of this Easement;

Thence, South $52^{\circ}16'06''$ East, a distance of 5.00 feet to an interior corner of this Easement;

Thence, over and across said Lots 1-4, Block 63, North $37^{\circ}43'54''$ East, a distance of 102.53 feet to the **Point of Beginning**, containing 4,050 square feet, or 0.0930 acres of land.

Bearings shown hereon are Grid Bearings, referenced to the Texas State Plane Coordinate System of 1983, Texas South Zone 4205, and based on the North American Datum of 1983 (2011) Epoch 2010.00.

Unless this metes and bounds description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*

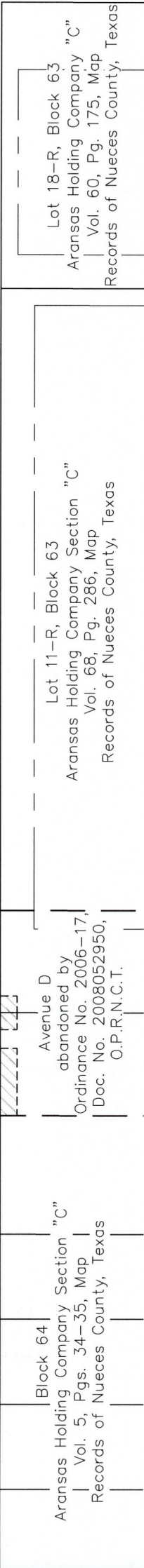
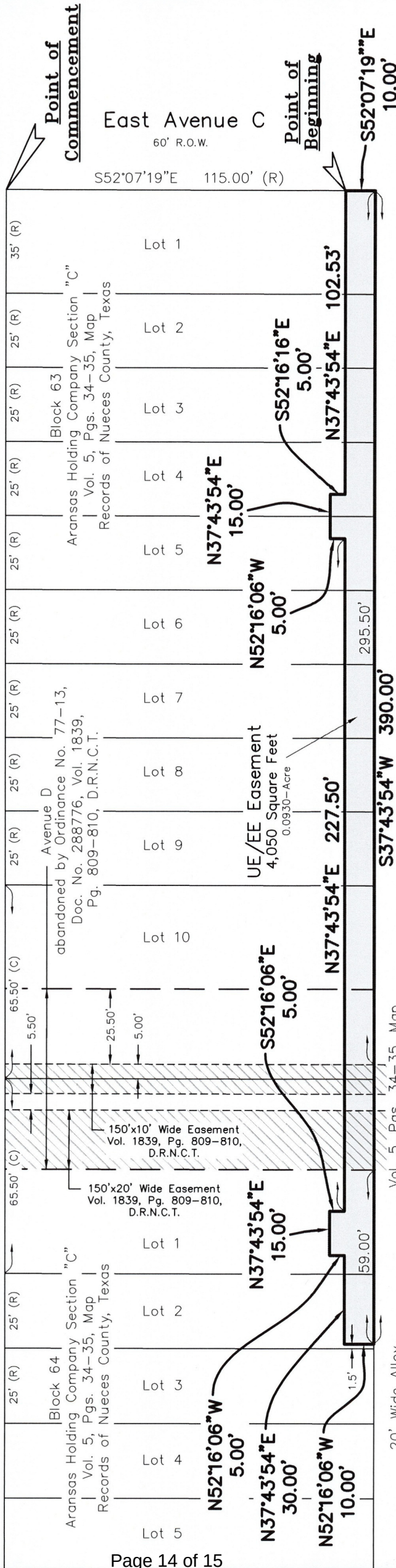


Saul V. Castillo

02/17/2025

Saul V. Castillo
R.P.L.S. 6192

Seal and Signature applies to all sheets.



"EXHIBIT B" *Accompanying Sketch*

Being a variable-width, 0.0930-acre UE/EE Easement out of Lots 1-10, Block 63, and Lots 1-2, Block 64, Aransas Holding Company Section "C", a map recorded in Volume 5, Page 34-35, Map Records of Nueces County, Texas, said 0.0930-acre Easement also being out of a Portion of Avenue D (abandoned by City of Port Aransas Ordinance No. 77-13 and recorded in Document No. 288776, Volume 1839, Page 809-810, Deed Records of Nueces County, Texas).

- Legend:**
- (C) Calculated Measurement
 - (R) Record Measurement
 - Existing Easement



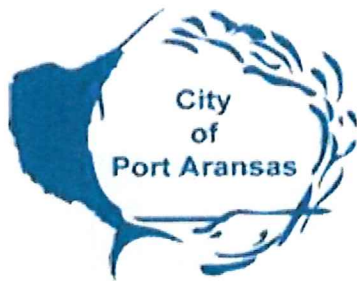
SCALE
1"=40'

See Metes and Bounds
description for Seal and
Signature.

Urban | **DCCM**

DATE: FEB. 17, 2025
SCALE: 1"=40'
JOB NO.: 00001642
SHEET: 1 OF 1
DRAWN BY: JSH
usurveying@dccm.com

TIPELS FIRM NUMBERS: ENGINEERING 145 | SURVEYING 10032400
2725 SWANTNER DR. CORPUS CHRISTI, TX 78404
PHONE: 361.854.3101 URBAN.DCCM.COM



CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
06/18/2025

(1) SUBJECT PLAN 25-18, MAJOR REPLAT of CITY SERVICES ADDITION, LOT 1, BLOCK 1 Being a replat of lots 1 through 10, block 63; Lots 1 through 10, Block 64, Aransas Holding Company Subdivision, Section "C", City of Port Aransas, Nueces County, Texas, according to the plat recorded in Volume 5, Pages 34 and 35, map records of Nueces County Texas, along with that portion of Avenue "D" located between Lot 10, Block 63, and Lot 1, Block 64, Aransas Holding Company Subdivision, Section "C". Closed and abandoned by the City of Port Aransas Ordinance 77-13. **Applicant: City of Port Aransas. Property Location: 710 W Avenue A.**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	<u>✓</u>	<u> </u>
BRIGHTSPEED OF PORT ARANSAS	<u> </u>	<u> </u>
AEP TEXAS CENTRAL COMPANY	<u> </u>	<u> </u>
CITY OF PORT ARANSAS GAS DIVISION	<u> </u>	<u> </u>

COMMENTS:

BY:  DATE: 6/19/25
 AUTHORIZED SIGNATURE

City Council Regular Meeting

AGENDA ITEM REPORT



To: Planning and Zoning Commission

Subject: Discuss and take appropriate action on Final Plat (PLAN 25-18) Lot 1, Block 1 of City Municipal Addition, City of Port Aransas, Nueces County, Texas. Applicant: City of Port Aransas. Property Location: 710 W Avenue A.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: P&Z

Staff Contact: Nicole Boyer, Development Services Director

BACKGROUND INFORMATION:

Approval of the **City Municipal Addition Plat** is necessary to allow for permitting of the on-going City Hall and Civic Center expansion. The plat consolidates and formalizes the existing City-owned properties that currently house the Chamber of Commerce, Animal Shelter, City Hall, Civic Center, and Library, in compliance with Chapter 21 of the Port Aransas Code of Ordinances. Platting these lots ensures clear property boundaries, proper utility and access easements, and compliance with subdivision requirements, enabling the City to move forward with the expansion project.

Chapter 21, Article 2, Plat Required:

https://library.municode.com/tx/port_aransas/codes/code_of_ordinances?nodeId=PTIIPARCO_CH21SU_AR_TIIPLRE

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommendations will be discussed at the meeting.

ATTACHMENTS:

[Application](#)

[Proposed Plat](#)

[Site Plan](#)

[Utility Review--AEP--Protest](#)

[Utility Review--NCWCID4](#)

[Utility Review--COPA Gas](#)

[Revised Proposed Plat](#)

7.E.

[Revised Site Plan](#)

[Easement documentation](#)

[Utility Review--AEP](#)

**APPLICATION
FOR
FINAL PLAT APPROVAL**

Section 1. General. The undersigned Applicant (Applicant is synonymous with owner) makes this Application for Final Plat Approval in accordance with Chapter 21, Port Aransas Code and in particular, Section 21-38 thereof. If there is insufficient room on this Application to completely answer any item, attach an exhibit. This Application has to be signed under Section 5 by the Applicant and the engineer or surveyor.

Section 2. Application. If you have already completed and filed an Application for Preliminary Plat Approval, then under this section of the Final Plat Application, you only need to specify the changes, if any, in the information provided in the Preliminary Plat Application. State whether there are or are not any changes. If there are any changes, explain them:

If you have not completed a Preliminary Plat Application, then provide the following information, as required by Section 21-38.A (1) and Section 21-37.A, Port Aransas, Code:

- (1) State the name, business addresses and telephone numbers of the owners, engineer and surveyor.

<u>For Owners/Developers</u>	<u>Engineer/Surveyor</u>
CITY OF PORT ARANSAS	GRIFFITH & BRUNDRETT SURVEYING & ENGINEERING, INC.
NICOLE BOYER, DIRECTOR OF DEVELOPMENT SERVICES	J. L. BRUNDRETT, JR, PE, RPLS 361.729.6479
710 W AVENUE A, PORT ARANSAS, TX 78373	P. O. BOX 2322, ROCKPORT, TX 78381
361.749.4111, NBOYER@CITYOFPORTARANSAS.ORG	

- (2) Describe the legal ownership interest of all owners in the tract. 100%
- (3) The information required in this Section 2 shall cover all property covered by the final plat and all of the applicant’s contiguous property.
- (4) State whether the development is Staged Development or Major Development. It is staged if Applicant owns contiguous property not being finally platted under this final plat.
MAJOR DEVELOPMENT
- (5) By signing this Application, you are acknowledging that you are aware that, if your property encompasses “wetlands” as determined by the Corp of Engineers, it may be subject to certain development restrictions mandated by State and / or Federal law.
- (6) State the source for water service, whether water well or Water District.
WATER DISTRICT
- (7) State the source for sewer service whether septic or Water District.
WATER DISTRICT
- (8) Provide a full legal description of the property covered by the Final Plat and include all of applicant’s contiguous property. SEE BELOW
- (9) State whether or not there are any private covenants or restrictions applicable to the land or any part of it, and, if there are, attach a copy of all private covenants and restrictions applicable to the land.

NO PRIVATE COVENANTS / RESTRICTIONS

- (10) Attach to this Application a written memorandum from the Water District stating that the District's authorized agent has received a copy of the Preliminary Plat, that the District concurs in the preliminary illustration of water and sewer utilities and either objects to or approves of the proposed plat.

Section 3. Map. You must submit with this Application a final plat map, in compliance with and containing all information and being in the form required by Section 21-38B, Port Aransas Code, which section requires that the Final Plat Map shall include the following:

- (1) The title or name by which the subdivision is to be identified, north arrow, the scale of the map, and the seal and name of the State Registered professional land surveyor responsible for preparation of the map.
- (2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination.
- (3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks, and other areas intended to be dedicated or deeded to public use with proper dimensions. The boundaries of the subdivision shall be indicated by a heavy line equivalent to a No. 5 Reservoir pen and shall be tied by dimension to the established centerline of all existing boundary streets.
- (4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.
- (5) All lot, block, and street boundary lines, with blocks and lots numbered or lettered consecutively. The area of each lot in square feet or acreage, building lines, required yards adjacent to streets, and easements shall be shown and shall be defined by dimension. Actual widths of all street right-of-way shall be shown, measured at right angles or radially, where curved. All principal liens shall have the bearing, and any deviations from the norm shall be indicated.
- (6) Accurate dimensions, both linear and angular, of all items on the plat. The boundary survey on the site shall close within one (1) in ten thousand (1:10,000). Linear dimensions shall be expressed in feet and decimals of a foot. Angular dimensions may be shown by bearings. Curved boundaries shall be fully described an all-essential information given. Circular curves shall be defined by actual length of radius and not be degree of curve. Complete dimensional data shall be given on fractional lots.
- (7) The location and description of all lot and block corners and permanent survey reference monuments. The plat shall reflect whether such corners or monuments have been found or set by the surveyor. All new corners and monuments shall be of three-quarter (3/4) inch iron pipe or five-eighths (5/8) inch iron rod and shall meet the following standards:
 - (a) Lot corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground.
 - (b) Block corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground and shall include the beginning and end of all curves within each block.
 - (c) Reference points shall be twenty-four to thirty (24-30) inches long, placed one (1) foot below the surface of the finished ground elevation at suitable locations throughout the subdivision. There shall be at least as many reference points as there are blocks in the subdivision, but not less than two, add the distance between successive monuments along any street or reference line shall not be greater than one thousand (1,000) feet. Reference points shall be other than and in addition to markers set for block or lot corners.

- (8) Public Improvement Dedication certificate substantially as follows: “The undersigned, being all of the owners of the property covered by this plat map, hereby dedicate to and for the public and the City of Port Aransas, in perpetuity, the public areas, shown on this plat map, including all easements rights-of-way, streets, alleys, squares, parks, and other public parts of the tract.” This certificate shall be signed and acknowledged by all owners of any interest in said land. The form of acknowledgment shall be as required for the acknowledgement of deeds. Written, signed approval and acceptance of such dedication by all lien holders shall be included.
- (9) A certificate by the responsible surveyor in charge, duly authenticate, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the boundary survey, this fact should be noted in the certificate. Also, the certificate should show whether or not the tract is within the City limits or extra territorial jurisdiction of Port Aransas, unless the information is shown in suitable manner elsewhere on the face of the plat
- (10) The Final Plat Map shall be signed by all owners of the platted tract and their signatures shall be acknowledged in the manner required for deed recordation. Section 212.004 (c).
- (11) The Final Plat Map shall be signed by all lien holders in approval and their signatures shall be acknowledged in the manner required for deed recordation.
- (12) In addition to other required certificates, the following signed certificates shall be on the plat map preceding the certificate of the County Clerk:

(a) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property approved by the City Engineer for the City of Port Aransas, Texas.

This the _____ day of _____, 20_____.

City Engineer

(b) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the Planning and Zoning Commission on the ____ day of _____, 20_____.

Chairman of P&Z Commission

City Secretary

(c) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the City Council on the _____ day of _____, 20____.

Mayor

City Secretary

(d) If a subdivision is located in an area not served by a sanitary sewer system and septic tanks are to be used, the following form shall be included on the plat:

COUNTY OF NUECES

Approved by the Nueces County Health Department on the _____ day of _____, 20____. Any private water supply and / or sewage system shall be approved by the Nueces County Health Department prior to installation.

Section 4. Hearing. The Applicant agrees and consents to Planning and Zoning Commission hearing this Final Plat Application on the last Monday of the calendar month next following the 30th day after the Application is filed.

Section 5. Signatures.

Owners Signature. The owners must sign this statement on the signature line provided below. Section 21-38.A (3), Port Aransas Code. The undersign, being the owners of the land, affirm that all information contained in or submitted as part of the platting process is true and correct, and that all public improvements required as part of the development will be constructed in accordance with the Final Plat and in accordance with all ordinances, rules and regulations of the City governing the development, platting and subdivision of land. If an agent is signing for owner, state name and capacity.

Signed this _____ day of _____, 20____.

OWNER

OWNER

Engineer or Surveyor Signature. The engineer and / or surveyor preparing the plat map must sign this statement on the signature line provided below. Section 21-38.A (2), Port Aransas Code. The undersigned, the registered engineer or land surveyor preparing the plat map, affirm that I have, to the best of my ability, designed the subdivision in accordance with the city ordinances and regulations governing the development, platting and subdivision of land, except where a variance is requested, the reasons for which are hereinafter stated. If there are no variances requested, state "None". If there are variances requested, describe the variances and the reasons for each.

Signed the 26th day of June, 2025.

 ENGINEER / SURVEYOR

For Building Official Use Only

The Application is not filed unless and until it (including the map) complies with the requirements of Section 21-38, Port Aransas Code, and contains all information above required.

Filed on _____, 20____.

Building Official
City of Port Aransas

Owner Certification

State of Texas
County of Nueces

THE CITY OF PORT ARANSAS

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the ____ day of _____, A.D., 2025.

DAVID PARSONS, City Manager

State of Texas
County of Nueces

This instrument was acknowledged before me by:

DAVID PARSONS, City Manager of
THE CITY OF PORT ARANSAS

This the ____ day of _____, A.D., 2025.

Notary Public in and for the State of Texas

Flood Data

This is to certify that I have consulted the Federal Flood Hazard Map dated **10-13-22** and found that the property described herein is ____ (or) is not ☒ located in a "Special Flood Hazard Area."

Flood Zone **"X"**, Base Elevation **N/A**,
Panel No. **0380G**, Community No. **485498**.

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions.

SUBJECT TO CHANGE BY FEMA

Firm Name and Address

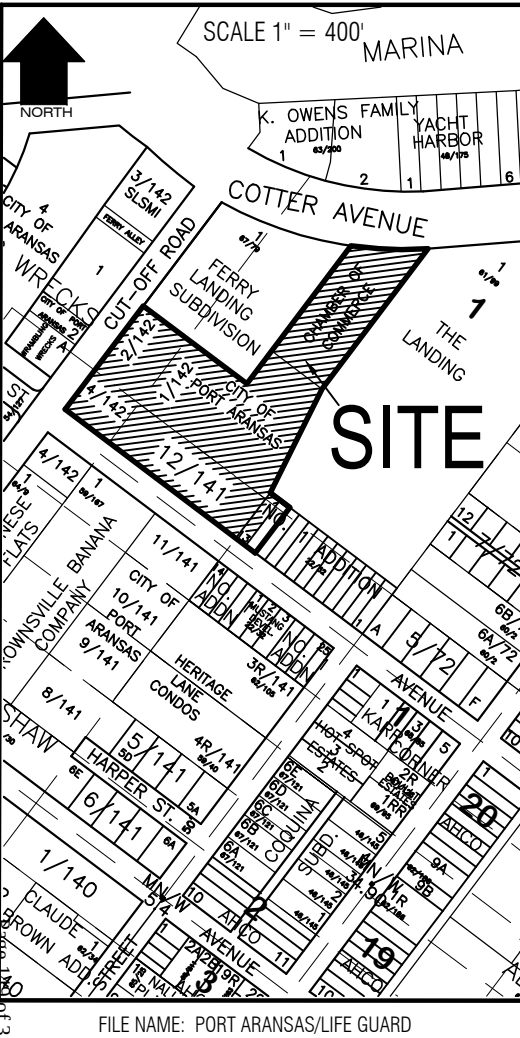
Griffith & Brundrett
Surveying & Engineering, Inc.

411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78381

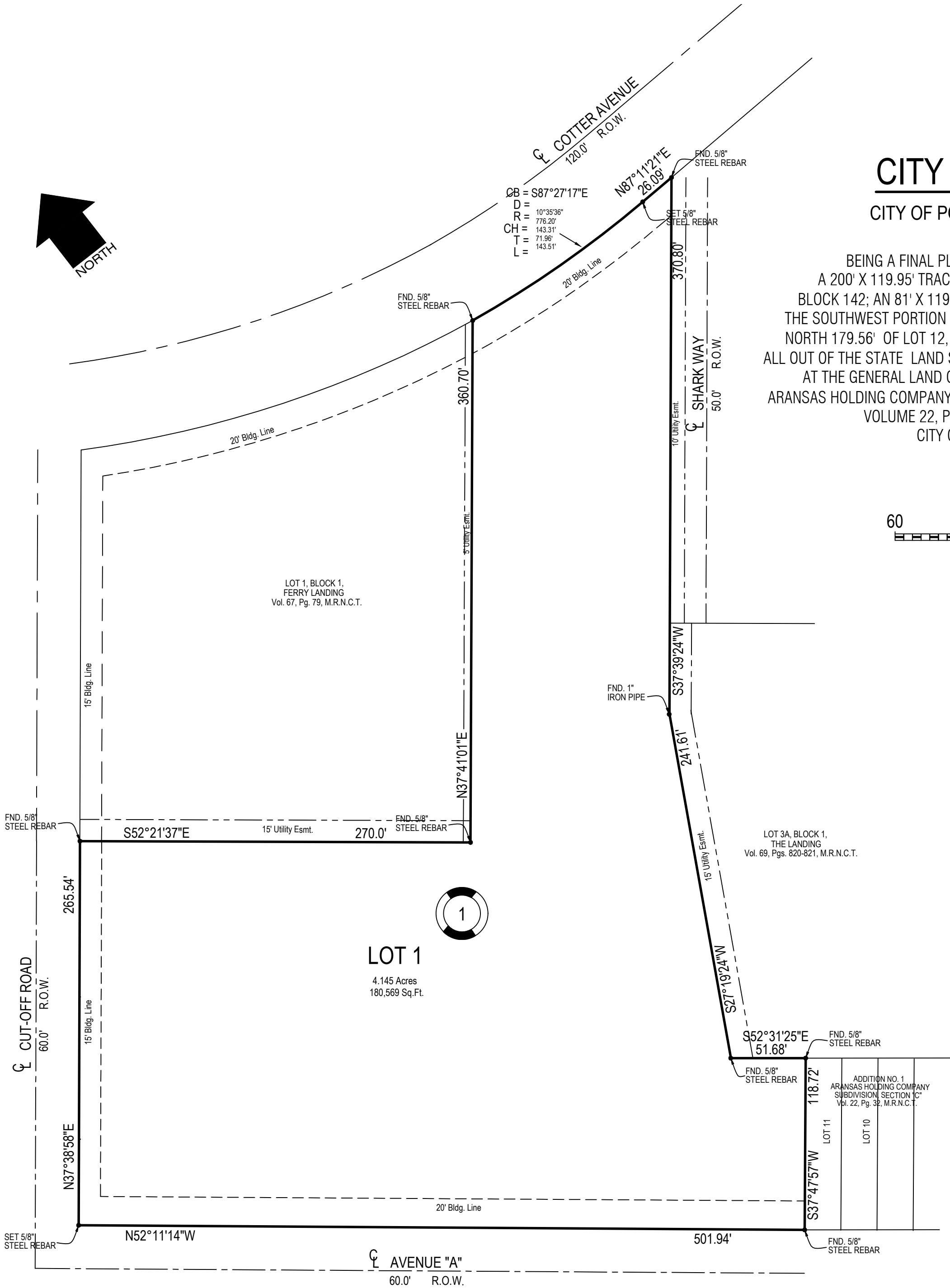
361-729-6479
361-729-7953
jerry@gbosurveyor.com
www.gbosurveyor.com

TBPELS FIRM NO. F-414

Locator Map



FILE NAME: PORT ARANSAS/LIFE GUARD



Final Plat of:

LOT 1, BLOCK 1,

CITY MUNICIPAL ADDITION

CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS,

BEING A FINAL PLAT OF 4.145 ACRES OF LAND EMBRACING A PORTION OF A 200' X 119.95' TRACT OF LAND LOCATED NORTH OF CUT-OFF ROAD OUT OF LOT 4, BLOCK 142; AN 81' X 119.95' TRACT OUT OF LOT 4, BLOCK 142; A TRACT OF LAND CALLED THE SOUTHWEST PORTION OF LOTS 1 AND 2, BLOCK 142, OR TRACT "G"; A TRACT CALLED THE NORTH 179.56' OF LOT 12, BLOCK 141; A PORTION OF LOT 12, CALLED TRACT "F", BLOCK 141; ALL OUT OF THE STATE LAND SURVEYS ON MUSTANG ISLAND, ACCORDING TO THE PLAT RECORDED AT THE GENERAL LAND OFFICE, AUSTIN, TEXAS; AND LOTS 12 AND 13, ADDITION NO. 1, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C", ACCORDING TO THE PLAT RECORDED IN VOLUME 22, PAGE 32, MAP RECORDS OF NUECES COUNTY, TEXAS, CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS.

MAY 12, 2025

SCALE 1" = 60'



GRAPHIC SCALE

Surveyor Certification

State of Texas
County of Aransas

I, J.L. Brundrett, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the ____ day of _____, A.D., 2025.

J.L. BRUNDRETT, JR.
R.P.L.S.
Reg. No. 2133

City Building Official

State of Texas
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Port Aransas, Texas, by the City Building Official.

This the ____ day of _____, A.D., 2025.

City Building Official

City Engineer

State of Texas
County of Nueces

This final plat of the herein described property was approved by the City Engineer for the City of Port Aransas.

This the ____ day of _____, A.D., 2025.

City Engineer

Notes

- 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebars capped with "GRIFFITH & BRUNDRETT"
- Bearings & Directional Control based on NAD 83, Texas State Plane, South Zone.
- Total platted area contains **4.145** acres or **180,569** square feet of land.
- Property falls within the City Limits of Port Aransas and must comply with all City Codes, Regulations and Set Backs.
- Variance for existing building structures approved pursuant to this plat. If existing structures are removed or reconstructed more than 51%, then the new construction must comply with side yard requirements, platted easements and building lines.

County Clerk's Certification

State of Texas
County of Nueces

I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, do hereby certify that the foregoing instrument of writing dated the ____ day of _____, A.D. 2025, with its certificate of authentication was filed for record in my office the ____ day of _____, A.D. 2025, at ____ o'clock ____ m. and duly recorded the ____ day of _____, A.D. 2025, at ____ o'clock ____ in the Map Records of Nueces County, Texas in Volume _____, Page _____.

Witness my hand and seal of the County Court, in and for Nueces County, Texas, at office in Corpus Christi, Texas, the day and year last written above.

Kara Sands, County Clerk
Nueces County, Texas

By: _____ Deputy

Clerk's File No. _____



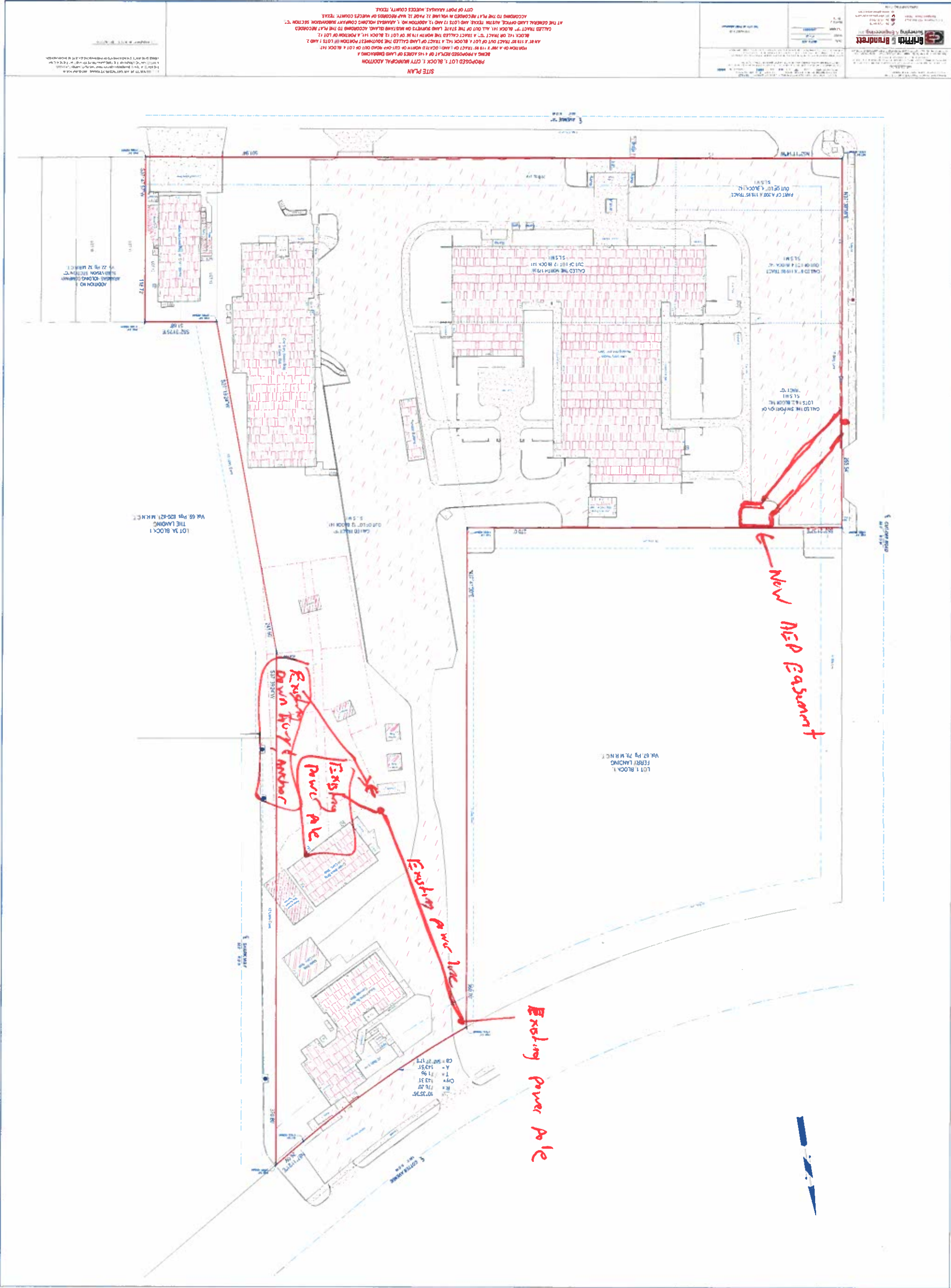
CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
06/18/2025

(1) SUBJECT PLAN 25-17, MAJOR REPLAT of CITY MUNICIPAL ADDITION, LOT 1, BLOCK 1, Being a final plat of 4.145 acres of land embracing a portion of a 200' x 119.95' tract of land located north of Cut-Off Road out of Lot 4, Block 142; an 81' x 119.95' tract out of Lot 4, Block 142; a tract of land called the Southwest portion of Lots 1 and 2, Block 142, or Tract "G"; a tract called the north 179.56' of Lot 12, Block 141; a portion of Lot 12, called tract "F", Block 141; all out of the State Land Surveys on Mustang Island, according to the plat recorded at the General Land Office, Austin, Texas; and Lots 12 and 13, Addition No. 1, Aransas Holding Company Subdivision, Section "C", according to the plat recorded in Volume 22, Page 32, map records of Nueces County, Texas, City of Port Aransas, Nueces County, Texas. **Applicant: City of Port Aransas. Property Location: 710 W Avenue A**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	_____	_____
BRIGHTSPEED OF PORT ARANSAS	_____	_____
AEP TEXAS CENTRAL COMPANY	_____	<u>X</u>
CITY OF PORT ARANSAS GAS DIVISION	_____	_____

COMMENTS:
AEP to retain all AEP exhibit easements & prescribed/blanket easements if any. Note that existing facilities are to retain utility or electrical easement until corrections are completed according to proposed development. There is a new easement for the new transformer location for the City Hall, see attached documents. Also, there is an existing over-head powerline that has two poles and an anchor within the property by the animal control building. This line needs to show an AEP EE/UE 10 foot wide, 5 feet on either side making the poles the centerline and go past the anchor point a minimum of 5 feet.

BY:  DATE: 6-19-25
AUTHORIZED SIGNATURE



(1) SUBJECT PLAN 25-17, MAJOR REPLAT of CITY MUNICIPAL ADDITION, LOT 1, BLOCK 1, Being a final plat of 4.145 acres of land embracing a portion of a 200' x 119.95' tract of land located north of Cut-Off Road out of Lot 4, Block 142; an 81' x 119.95' tract out of Lot 4, Block 142; a tract of land called the Southwest portion of Lots 1 and 2, Block 142, or Tract "G"; a tract called the north 179.56' of Lot 12, Block 141; a portion of Lot 12, called tract "F", Block 141; all out of the State Land Surveys on Mustang Island, according to the plat recorded at the General Land Office, Austin, Texas; and Lots 12 and 13, Addition No. 1, Aransas Holding Company Subdivision, Section "C", according to the plat recorded in Volume 22, Page 32, map records of Nueces County, Texas, City of Port Aransas, Nueces County, Texas. **Applicant: City of Port Aransas. Property Location: 325 Ninth St.**

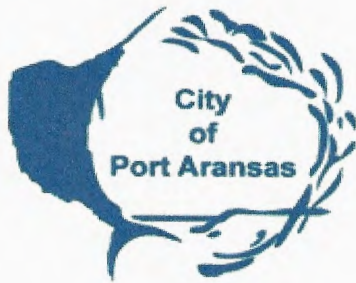
CITY OF PORT ARANSAS GAS DIVISION

COMMENTS:


AUTHORIZED SIGNATURE

DATE: 6/19/25

Page 12 of 18



**CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
06/18/2025**

- (1) SUBJECT PLAN 25-17, MAJOR REPLAT of CITY MUNICIPAL ADDITION, LOT 1, BLOCK 1,** Being a final plat of 4.145 acres of land embracing a portion of a 200' x 119.95' tract of land located north of Cut-Off Road out of Lot 4, Block 142; an 81' x 119.95' tract out of Lot 4, Block 142; a tract of land called the Southwest portion of Lots 1 and 2, Block 142, or Tract "G"; a tract called the north 179.56' of Lot 12, Block 141; a portion of Lot 12, called tract "F", Block 141; all out of the State Land Surveys on Mustang Island, according to the plat recorded at the General Land Office, Austin, Texas; and Lots 12 and 13, Addition No. 1, Aransas Holding Company Subdivision, Section "C", according to the plat recorded in Volume 22, Page 32, map records of Nueces County, Texas, City of Port Aransas, Nueces County, Texas. **Applicant: City of Port Aransas. Property Location: 325 Ninth St.**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	_____	_____
BRIGHTSPEED OF PORT ARANSAS	_____	_____
AEP TEXAS CENTRAL COMPANY	_____	_____
CITY OF PORT ARANSAS GAS DIVISION	_____✓_____	_____

COMMENTS:

NONE

BY: _____

[Signature]
AUTHORIZED SIGNATURE

DATE: _____

06.18.2025

Owner Certification

State of Texas
County of Nueces

THE CITY OF PORT ARANSAS

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the ____ day of _____, A.D., 2025.

DAVID PARSONS, City Manager

State of Texas
County of Nueces

This instrument was acknowledged before me by:

DAVID PARSONS, City Manager of
THE CITY OF PORT ARANSAS

This the ____ day of _____, A.D., 2025.

Notary Public in and for the State of Texas

Flood Data

This is to certify that I have consulted the Federal Flood Hazard Map dated 10-13-22 and found that the property described herein is ____ (or) is not X located in a "Special Flood Hazard Area."

Flood Zone "X", Base Elevation N/A,
Panel No. 0380G, Community No. 485498.

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions.

SUBJECT TO CHANGE BY FEMA

Firm Name and Address

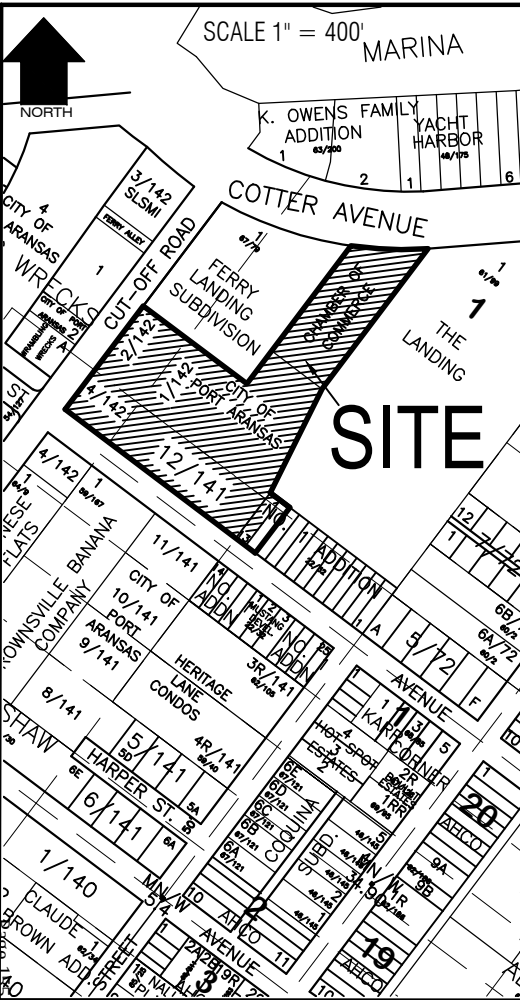
Griffith & Brundrett
Surveying & Engineering, Inc.

411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78381

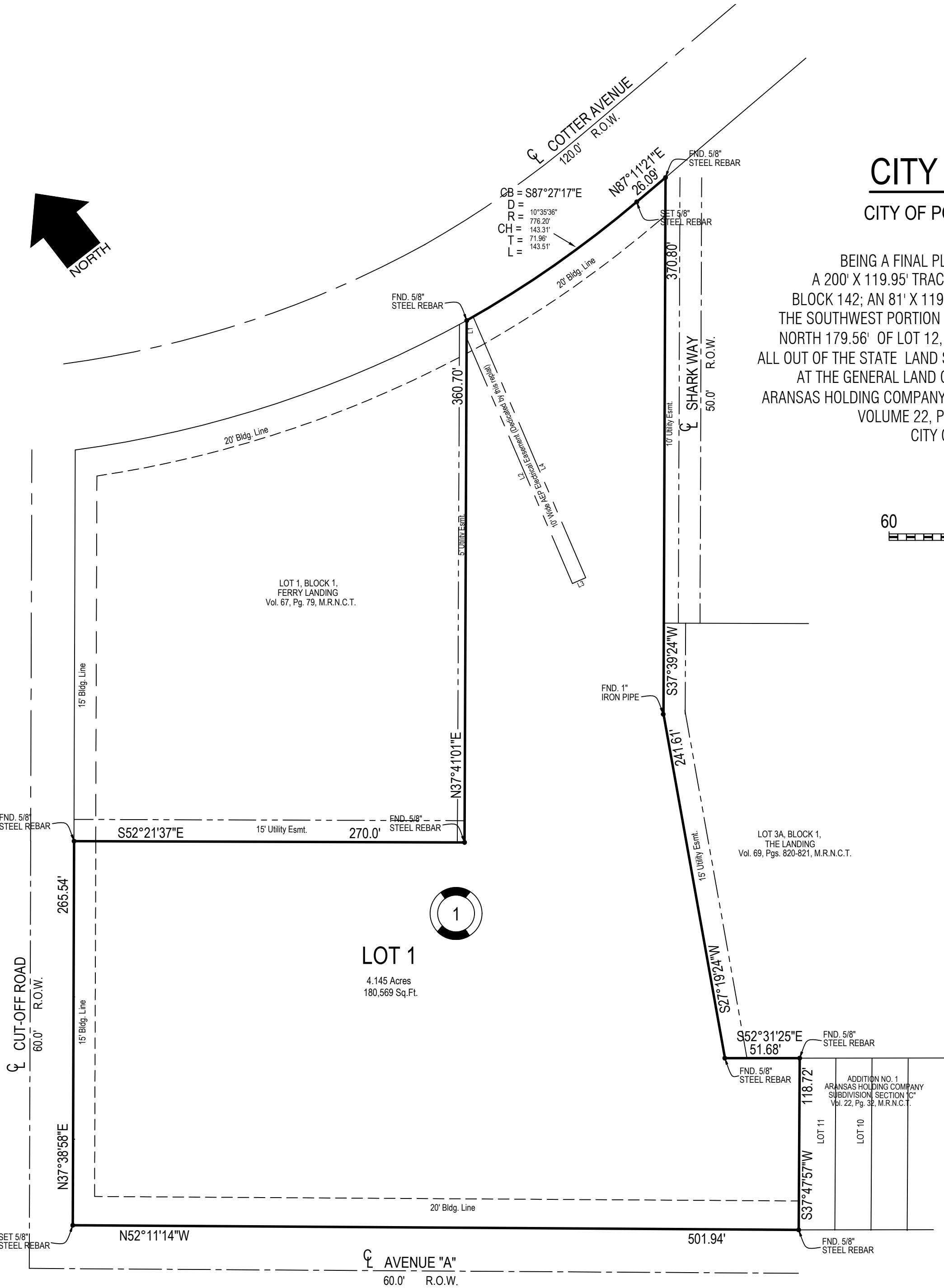
361-729-6479
361-729-7953
jerry@gbsurveyor.com
www.gbsurveyor.com

TBPES FIRM NO. F-414

Locator Map



FILE NAME: PORT ARANSAS/LIFE GUARD



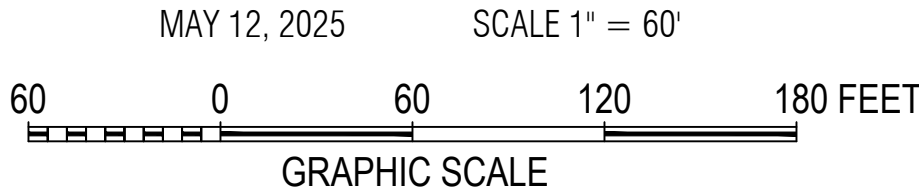
Final Plat of:

LOT 1, BLOCK 1,

CITY MUNICIPAL ADDITION

CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS,

BEING A FINAL PLAT OF 4.145 ACRES OF LAND EMBRACING A PORTION OF A 200' X 119.95' TRACT OF LAND LOCATED NORTH OF CUT-OFF ROAD OUT OF LOT 4, BLOCK 142; AN 81' X 119.95' TRACT OUT OF LOT 4, BLOCK 142; A TRACT OF LAND CALLED THE SOUTHWEST PORTION OF LOTS 1 AND 2, BLOCK 142, OR TRACT "G"; A TRACT CALLED THE NORTH 179.56' OF LOT 12, BLOCK 141; A PORTION OF LOT 12, CALLED TRACT "F", BLOCK 141; ALL OUT OF THE STATE LAND SURVEYS ON MUSTANG ISLAND, ACCORDING TO THE PLAT RECORDED AT THE GENERAL LAND OFFICE, AUSTIN, TEXAS; AND LOTS 12 AND 13, ADDITION NO. 1, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C", ACCORDING TO THE PLAT RECORDED IN VOLUME 22, PAGE 32, MAP RECORDS OF NUECES COUNTY, TEXAS, CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS.



AEP Easement Line Data

- L1 = S37°41'01"W, 12.28'
- L2 = S14°05'32"W, 184.55'
- L3 = S75°54'28"E, 10.0'
- L4 = N14°05'32"E, 196.38'

Surveyor Certification

State of Texas
County of Aransas

I, J.L. Brundrett, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the ____ day of _____, A.D., 2025.

J.L. BRUNDRETT, JR.
R.P.L.S.
Reg. No. 2133

City Building Official

State of Texas
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Port Aransas, Texas, by the City Building Official.

This the ____ day of _____, A.D., 2025.

City Building Official

City Engineer

State of Texas
County of Nueces

This final plat of the herein described property was approved by the City Engineer for the City of Port Aransas.

This the ____ day of _____, A.D., 2025.

City Engineer

Notes

- 1) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebars capped with "GRIFFITH & BRUNDRETT"
- 2) Bearings & Directional Control based on NAD 83, Texas State Plane, South Zone.
- 3) Total platted area contains 4.145 acres or 180,569 square feet of land.
- 4) Property falls within the City Limits of Port Aransas and must comply with all City Codes, Regulations and Set Backs.
- 5) Variance for existing building structures approved pursuant to this plat. If existing structures are removed or reconstructed more than 51%, then the new construction must comply with side yard requirements, platted easements and building lines.

County Clerk's Certification

State of Texas
County of Nueces

I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, do hereby certify that the foregoing instrument of writing dated the ____ day of _____, A.D. 2025, with its certificate of authentication was filed for record in my office the ____ day of _____, A.D. 2025, at ____ o'clock ____ m. and duly recorded the ____ day of _____, A.D. 2025, at ____ o'clock ____ in the Map Records of Nueces County, Texas in Volume _____, Page _____.

Witness my hand and seal of the County Court, in and for Nueces County, Texas, at office in Corpus Christi, Texas, the day and year last written above.

Kara Sands, County Clerk
Nueces County, Texas

By: _____ Deputy

Clerk's File No. _____



Texas Geo Tech

LAND SURVEYING, INC.

EXHIBIT "A"

1107.85 sq. ft. AEP EASEMENT

A **1107.85 sq. ft. AEP Electric Easement**, being out of the City of Port Aransas Mustang Island Southwest Portion of Lots 1 and 2 of the Cotter Avenue EXC 270 feet, Block 142 (AKA TRACT G) Nueces County, Texas and being more particularly described as follows:

COMMENCING at a 5/8inch iron rod found on the east right of way line of Cut-Off Road/Avenue "G", same being the west corner of **Lot 1 of THE FERRY LANDING SUBDIVISION** a plat recorded in Volume 67, Page 79 of the Map Records of Nueces County, Texas, from which a point for the **POINT OF BEGINNING** bears S 37° 38' 13" W with the east right of way line of said Cut-Off Road, a distance of 74.66 feet, said point being the northwest corner of this easement;

THENCE N 77° 32' 20" E a distance of 81.55 feet to a point for an interior corner of this easement;

THENCE N 37° 38' 15" E a distance of 12.10 feet to a point on the north property line of this tract and being the most northerly corner of this easement;

THENCE S 52° 21' 47" E with the north property line of this tract, a distance of 15.00 feet to a point for the most easterly corner of this easement;

THENCE S 37° 38' 13" W a distance of 15.00 feet to a point for a corner of this easement;

THENCE N 52° 21' 47" W a distance of 4.39 feet to a point for an interior corner of this easement;

THENCE S 77° 32' 20" W a distance of 98.09 feet to a point on the east right of way line of said Cut-Off Road and being the southwest corner of this tract;

THENCE N 37° 38' 13" E with the east right way line of said Cut-Off Road, a distance of 15.59 feet to the **POINT OF BEGINNING** and containing **1107.85 sq. ft.**, more or less.

This field notes description constitutes a legal document unless it appears in its entirety, in its original form, seal and signature; surveyor assumes no responsibility or liability a distance of its correctness. It is strongly recommended, a distance of the continuity of future surveys, that this document be incorporate in all future conveyances, without any revisions or deletions. June 6, 2025.

June 6, 2025
250607.doc



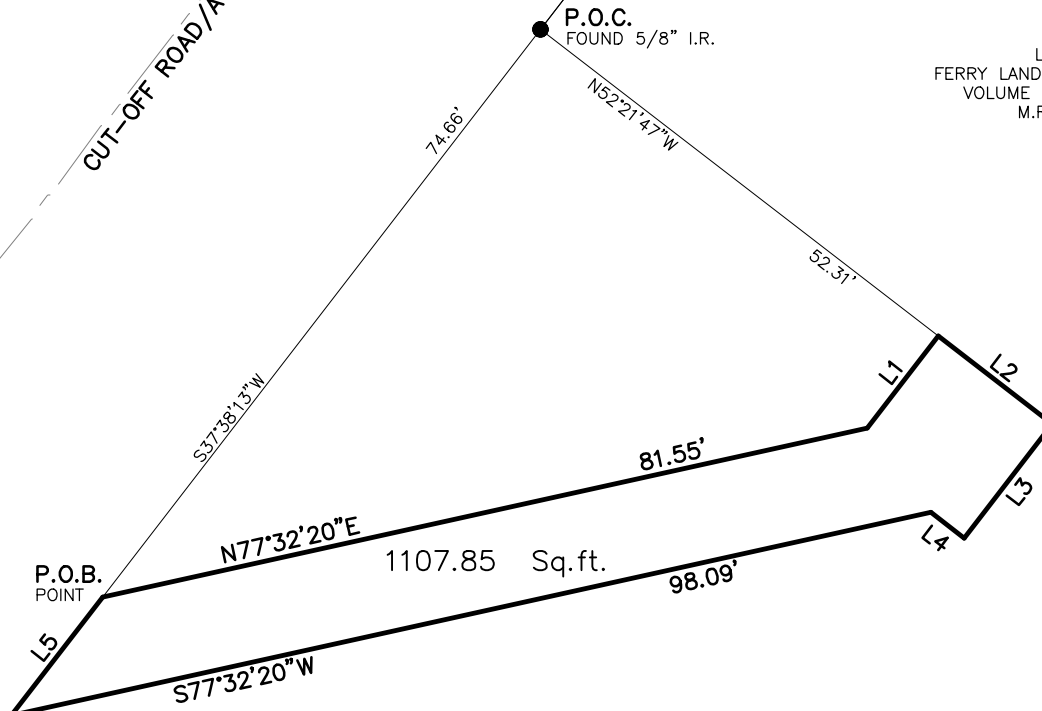
Jarrel L. Moore

Registered Professional Land Surveyor
License Number 4854

EXHIBIT "B"

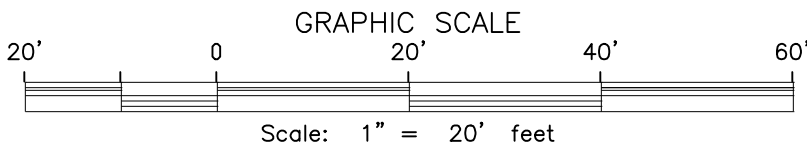
SURVEY OF:
A 1107.85 sq. ft. AEP Electric Easement, being out
of CITY OF PORT ARANSAS
MUSTANG ISLAND SOUTHWEST PORTION OF
LOTS 1 & 2 OF COTTER AVENUE EXC 270 FEET
BLOCK 142 (AKA TRACT G)
NUECES COUNTY TEXAS

LOT 1
FERRY LANDING SUBDIVISION
VOLUME 67, PAGE 79
M.R.N.C.T.



CITY OF PORT ARANSAS
MUSTANG ISLAND SOUTHWEST PORTION OF
LOTS 1 & 2 OF COTTER AVENUE EXC 270 FEET
BLOCK 142 (AKA TRACT G)
NUECES COUNTY TEXAS

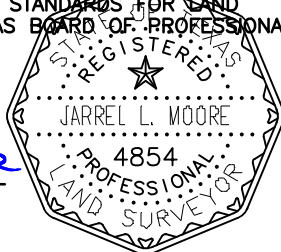
NUM	BEARING	DISTANCE
L1	N37°38'13"E	12.10'
L2	S52°21'47"E	15.00'
L3	S37°38'13"W	15.00'
L4	N52°21'47"W	4.39'
L5	N37°38'13"E	15.59'



I, JARREL L. MOORE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS PLAT RE-
PRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION
AND SUBSTANTIALLY COMPLIES WITH THE MINIMUM STANDARDS FOR LAND
SURVEYING IN TEXAS AS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL
LAND SURVEYORS THIS JUNE 6, 2025.

Jarrel L. Moore

JARREL L. MOORE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE No. 4854



**TEXAS GEO TECH
LAND SURVEYING, INC**

5525 SOUTH STAPLES, SUITE B-2
Corpus Christi, TX 78411
(361) 993-0808 Fax (361) 993-2955
www.texasgeotech.com

Completion Date: 06/06/2025	Checked by: JLM
Scale: 1" = 20'	File Name: 250607 Page 15 of 312
Drawn by: RC	Surveyed by: JT



CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
06/18/2025

(1) SUBJECT PLAN 25-17, MAJOR REPLAT of CITY MUNICIPAL ADDITION, LOT 1, BLOCK 1, Being a final plat of 4.145 acres of land embracing a portion of a 200' x 119.95' tract of land located north of Cut-Off Road out of Lot 4, Block 142; an 81' x 119.95' tract out of Lot 4, Block 142; a tract of land called the Southwest portion of Lots 1 and 2, Block 142, or Tract "G"; a tract called the north 179.56' of Lot 12, Block 141; a portion of Lot 12, called tract "F", Block 141; all out of the State Land Surveys on Mustang Island, according to the plat recorded at the General Land Office, Austin, Texas; and Lots 12 and 13, Addition No. 1, Aransas Holding Company Subdivision, Section "C", according to the plat recorded in Volume 22, Page 32, map records of Nueces County, Texas, City of Port Aransas, Nueces County, Texas. **Applicant: City of Port Aransas. Property Location: 710 W Avenue A**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	_____	_____
BRIGHTSPEED OF PORT ARANSAS	_____	_____
AEP TEXAS CENTRAL COMPANY	_____✓_____	_____
CITY OF PORT ARANSAS GAS DIVISION	_____	_____

COMMENTS:
AEP to retain all AEP exhibit easements & prescribed/blanket easements if any. Note that existing facilities are to retain utility or electrical easement until corrections are completed according to proposed development.

BY: *[Signature]* DATE: 7-11-25
AUTHORIZED SIGNATURE

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action on Preliminary and Final Plat (PLAN 25-20) for Chapman Subdivision, NUD. Applicant: Brandon Lafayette on behalf of FRP Holdings TX LLC. Property Location: 103 Twelfth Street.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: P&Z

Staff Contact: Nicole Boyer, Development Services Director

BACKGROUND INFORMATION:

103 Twelfth St is a 2.059 acre parcel of land zoned Residential-2. The applicant is proposing a Neighborhood Unit Development (NUD). The applicant is also proposing to relocate the existing home onto one of the proposed lots in order to preserve the structure that dates back to approximately 1949.

Neighborhood Unit Development requirements from COPA Code of Ordinances:

https://library.municode.com/tx/port_aransas/codes/code_of_ordinances?nodeId=PTIIPARCO_CH21SU_AR_TIXREIMREDE_DIV10NUNEUNDECE

FINANCIAL IMPACT:

.

POLICY IMPLICATIONS:

.

RECOMMENDATION:

Recommendations will be discussed at the meeting.

ATTACHMENTS:

[Preliminary Plat Application](#)

[Final Plat Application](#)

[Proposed Preliminary Plat](#)

[Proposed Final Plat \(REVISED\)](#)

[Utility Review-AEP](#)

[Utility Review-NCWCID#4](#)

[Utility Review-COPA Gas Department](#)

[City Engineer Review \(Revision 3\)](#)

7.F.

**APPLICATION
FOR
PRELIMINARY PLAT APPROVAL**

Section 1. General. The undersigned Applicant (Applicant is synonymous with owner) makes this Application for Preliminary Plat Approval in accordance with Chapter 21, Port Aransas Code and in particular, Section 21-37 thereof. If there is insufficient room on this Application to completely answer any item, attach an exhibit. This Application (including the map) cannot be filed, unless and until it includes all information and documents required by Section 21-37, Port Aransas Code. This Application has to be signed by the Applicant under Section 5.

Section 2. Application Information. State and provide the following information as required by Section 21-37.A, Port Aransas Code:

- (1) State the name, business addresses and telephone numbers of the owners, engineer and surveyor.

For Owners/Developers

Engineer/Surveyor

BRANDON LAFAYETTE HOMES, LLC GRIFFITH & BRUNDRETT SURVEYING & ENGINEERING, INC.

1023 HWY 361, STE C213, PORT ARANSAS, TX J. L. BRUNDRETT, JR., PE, RPLS 361.729.6479

BRANDON LAFAYETTE 512.299.8923 P. O. BOX 2322, ROCKPORT, TX 78381

BRANDON@BLHTX.COM

- (2) Describe the legal ownership interest of all owners in the tract. 100%
- (3) The information required herein shall cover all of the applicant’s contiguous property.
- (4) State whether the development is Staged Development or Major Development.
MAJOR DEVELOPMENT
- (5) By signing this Application, you are acknowledging that you are aware that, if your property encompasses “wetlands” as determined by the Corp of Engineers, it may be subject to certain development restrictions mandated by State and / or Federal law.
- (6) State the source for water service, whether water well or Water District.
WATER DISTRICT
- (7) State the source for sewer service whether septic or Water District.
WATER DISTRICT
- (8) Provide a full legal description of the property covered by the Preliminary Plat (include all of applicant’s contiguous property).
SEE BELOW
- (9) State whether or not there are any private covenants or restrictions applicable to the land or any part of it, and, if there are, attach a copy of all private covenants and restrictions applicable to the land.
NO PRIVATE COVENANTS / RESTRICTIONS

- (10) Attach to this Application a written memorandum from the Water District stating that the District's authorized agent has received a copy of the Preliminary Plat, that the District concurs in the preliminary illustration of water and sewer utilities and either objects to or approves of the proposed plat.

Section 3. Map. You must submit with this Application a preliminary plat map, in compliance with, containing all information and being in the form required by Section 21-27.B, Port Aransas Code, which section requires that the Preliminary Plat Map include the following:

- (1) The Preliminary Plat Map shall cover all of the Applicants' contiguous property, even though it is intended by the applicant to file multiple final plats and install improvements for parts of said tract by section or unit depicted in separate Final Plats.
- (2) The proposed plan of subdivision, showing streets, blocks, lots, alleys, easements, building lines, required yard adjacent to streets, parks, etc., with principal dimensions.
- (3) The location, width and name of existing streets and any blocks, lots, alleys, easements, building lines, and water courses or other natural features in the area affected, with principal dimensions, and any other significant information on all sides for a distance of not less than two hundred (200) feet.
- (4) The names of proposed streets. such names shall conform to the names of existing streets of which they may be or become extensions but otherwise shall not duplicate or conflict with the recognized name of any other street located in the City or its extra territorial jurisdiction.
- (5) The location of existing sewers, water and gas mains, and other public utilities, if any.
- (6) The proposed general plan for sewer, water, gas, and other public utilities in sufficient detail to indicate size and location of lines and structures.
- (7) Proposed general plan for storm water drainage sufficiently detailed to indicate the location of drainage ditches or structures and the direction of flow, in conformity with the City of Port Aransas Current Drainage Master Plan.
- (8) Zoning district classification of the area being platted.
- (9) The name of the proposed subdivision, north arrow, scale, and date.
- (10) The name of the owners and the engineer or surveyor.
- (11) Vicinity sketch or key map at a scale of not more than eight hundred (800) feet to the inch, which shall show all existing subdivision, streets, and tracts of acreage in the area.
- (12) Typical cross section of proposed street improvements.
- (13) Contours at two (2) foot intervals of the property.
- (14) Contain the seal of the engineer or surveyor responsible for the preparation of the preliminary plat map.
- (15) Be drawn to scale at one inch equals one hundred feet (1" = 100'), unless a different scale not to exceed one inch equals two hundred feet (1" = 200') is approved by the Building Official, and state the scale.

Section 4. Hearing. The Applicant agrees and consents to Planning and Zoning Commission hearing this Preliminary Plat Application on the last Monday of the calendar month next following the 30th day after this Application is filed.

Section 5. Signature of Applicant. The undersigned Applicant acknowledges that Applicant has read and understands the Application and that all information Applicant has provided is true and correct. If an agent is signing for owner, state name and capacity.

Signed this _____ day of _____, 20____. 08/07/25

APPLICANT

APPLICANT



Brandon Lafayette (Jul 9, 2025 14:04 CDT)

Brandon Lafayette

For Building Official Use Only

This Application cannot be filed, unless and until it (including the map) complies with the requirements of Section 21-37, Port Aransas Code, and contains all information above required.

Filed on _____, 20____.

Building Official
City of Port Aransas

Preliminary Plat Application - CHAPMAN SUBDIVISION NUD

Final Audit Report

2025-07-09

Created:	2025-07-09
By:	Elizabeth Brundrett (elizabethb@gbsurveyor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqQTZlWuMmmpH9deaaMb-fES1DwwiTPJI

"Preliminary Plat Application - CHAPMAN SUBDIVISION NUD" History

-  Document created by Elizabeth Brundrett (elizabethb@gbsurveyor.com)
2025-07-09 - 7:03:53 PM GMT
-  Document emailed to Brandon Lafayette (brandon@blhtx.com) for signature
2025-07-09 - 7:03:57 PM GMT
-  Email viewed by Brandon Lafayette (brandon@blhtx.com)
2025-07-09 - 7:04:17 PM GMT
-  Document e-signed by Brandon Lafayette (brandon@blhtx.com)
Signature Date: 2025-07-09 - 7:04:47 PM GMT - Time Source: server
-  Agreement completed.
2025-07-09 - 7:04:47 PM GMT



**APPLICATION
FOR
FINAL PLAT APPROVAL**

Section 1. General. The undersigned Applicant (Applicant is synonymous with owner) makes this Application for Final Plat Approval in accordance with Chapter 21, Port Aransas Code and in particular, Section 21-38 thereof. If there is insufficient room on this Application to completely answer any item, attach an exhibit. This Application has to be signed under Section 5 by the Applicant and the engineer or surveyor.

Section 2. Application. If you have already completed and filed an Application for Preliminary Plat Approval, then under this section of the Final Plat Application, you only need to specify the changes, if any, in the information provided in the Preliminary Plat Application. State whether there are or are not any changes. If there are any changes, explain them:

If you have not completed a Preliminary Plat Application, then provide the following information, as required by Section 21-38.A (1) and Section 21-37.A, Port Aransas, Code:

- (1) State the name, business addresses and telephone numbers of the owners, engineer and surveyor.

<u>For Owners/Developers</u>	<u>Engineer/Surveyor</u>
BRANDON LAFAYETTE HOMES, LLC	GRIFFITH & BRUNDRETT SURVEYING & ENGINEERING, INC.
1023 HWY 361, STE C213	J. L. BRUNDRETT, JR, PE, RPLS 361.729.6479
BRANDON LAFAYETTE 512.299.8923	P. O. BOX 2322, ROCKPORT, TX 78381
BRANDON@BLHTX.COM	

- (2) Describe the legal ownership interest of all owners in the tract. 100%
- (3) The information required in this Section 2 shall cover all property covered by the final plat and all of the applicant's contiguous property.
- (4) State whether the development is Staged Development or Major Development. It is staged if Applicant owns contiguous property not being finally platted under this final plat.
MAJOR DEVELOPMENT
- (5) By signing this Application, you are acknowledging that you are aware that, if your property encompasses "wetlands" as determined by the Corp of Engineers, it may be subject to certain development restrictions mandated by State and / or Federal law.
- (6) State the source for water service, whether water well or Water District.
WATER DISTRICT
- (7) State the source for sewer service whether septic or Water District.
WATER DISTRICT
- (8) Provide a full legal description of the property covered by the Final Plat and include all of applicant's contiguous property. SEE BELOW
- (9) State whether or not there are any private covenants or restrictions applicable to the land or any part of it, and, if there are, attach a copy of all private covenants and restrictions applicable to the land.

NO PRIVATE COVENANTS / RESTRICTIONS

FULL LEGAL DESCRIPTION OF PROPERTY: CHAPMAN SUBDIVISION, N.U.D., CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, BEING A REPLAT OF LOT 2R, BLOCK 1, STATE LAND SURVEYS ON MUSTANG ISLAND, CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 56, PAGE 152, MAP RECORDS OF NUECES COUNTY, TEXAS.

- (10) Attach to this Application a written memorandum from the Water District stating that the District's authorized agent has received a copy of the Preliminary Plat, that the District concurs in the preliminary illustration of water and sewer utilities and either objects to or approves of the proposed plat.

Section 3. Map. You must submit with this Application a final plat map, in compliance with and containing all information and being in the form required by Section 21-38B, Port Aransas Code, which section requires that the Final Plat Map shall include the following:

- (1) The title or name by which the subdivision is to be identified, north arrow, the scale of the map, and the seal and name of the State Registered professional land surveyor responsible for preparation of the map.
- (2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination.
- (3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks, and other areas intended to be dedicated or deeded to public use with proper dimensions. The boundaries of the subdivision shall be indicated by a heavy line equivalent to a No. 5 Reservoir pen and shall be tied by dimension to the established centerline of all existing boundary streets.
- (4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.
- (5) All lot, block, and street boundary lines, with blocks and lots numbered or lettered consecutively. The area of each lot in square feet or acreage, building lines, required yards adjacent to streets, and easements shall be shown and shall be defined by dimension. Actual widths of all street right-of-way shall be shown, measured at right angles or radially, where curved. All principal liens shall have the bearing, and any deviations from the norm shall be indicated.
- (6) Accurate dimensions, both linear and angular, of all items on the plat. The boundary survey on the site shall close within one (1) in ten thousand (1:10,000). Linear dimensions shall be expressed in feet and decimals of a foot. Angular dimensions may be shown by bearings. Curved boundaries shall be fully described an all-essential information given. Circular curves shall be defined by actual length of radius and not be degree of curve. Complete dimensional data shall be given on fractional lots.
- (7) The location and description of all lot and block corners and permanent survey reference monuments. The plat shall reflect whether such corners or monuments have been found or set by the surveyor. All new corners and monuments shall be of three-quarter (3/4) inch iron pipe or five-eighths (5/8) inch iron rod and shall meet the following standards:
 - (a) Lot corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground.
 - (b) Block corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground and shall include the beginning and end of all curves within each block.
 - (c) Reference points shall be twenty-four to thirty (24-30) inches long, placed one (1) foot below the surface of the finished ground elevation at suitable locations throughout the subdivision. There shall be at least as many reference points as there are blocks in the subdivision, but not less than two, add the distance between successive monuments along any street or reference line shall not be greater than one thousand (1,000) feet. Reference points shall be other than and in addition to markers set for block or lot corners.

- (8) Public Improvement Dedication certificate substantially as follows: "The undersigned, being all of the owners of the property covered by this plat map, hereby dedicate to and for the public and the City of Port Aransas, in perpetuity, the public areas, shown on this plat map, including all easements rights-of-way, streets, alleys, squares, parks, and other public parts of the tract." This certificate shall be signed and acknowledged by all owners of any interest in said land. The form of acknowledgment shall be as required for the acknowledgement of deeds. Written, signed approval and acceptance of such dedication by all lien holders shall be included.
- (9) A certificate by the responsible surveyor in charge, duly authenticate, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the boundary survey, this fact should be noted in the certificate. Also, the certificate should show whether or not the tract is within the City limits or extra territorial jurisdiction of Port Aransas, unless the information is shown in suitable manner elsewhere on the face of the plat
- (10) The Final Plat Map shall be signed by all owners of the platted tract and their signatures shall be acknowledged in the manner required for deed recordation. Section 212.004 (c).
- (11) The Final Plat Map shall be signed by all lien holders in approval and their signatures shall be acknowledged in the manner required for deed recordation.
- (12) In addition to other required certificates, the following signed certificates shall be on the plat map preceding the certificate of the County Clerk:

(a) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property approved by the City Engineer for the City of Port Aransas, Texas.

This the _____ day of _____, 20_____.

City Engineer

(b) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the Planning and Zoning Commission on the _____ day of _____, 20_____.

Chairman of P&Z Commission

City Secretary

(c) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the City Council on the _____ day of _____, 20_____.

Mayor

City Secretary

(d) If a subdivision is located in an area not served by a sanitary sewer system and septic tanks are to be used, the following form shall be included on the plat:

COUNTY OF NUECES

Approved by the Nueces County Health Department on the _____ day of _____, 20_____. Any private water supply and / or sewage system shall be approved by the Nueces County Health Department prior to installation.

Section 4. Hearing. The Applicant agrees and consents to Planning and Zoning Commission hearing this Final Plat Application on the last Monday of the calendar month next following the 30th day after the Application is filed.

Section 5. Signatures.

Owners Signature. The owners must sign this statement on the signature line provided below. Section 21-38.A (3), Port Aransas Code. The undersign, being the owners of the land, affirm that all information contained in or submitted as part of the platting process is true and correct, and that all public improvements required as part of the development will be constructed in accordance with the Final Plat and in accordance with all ordinances, rules and regulations of the City governing the development, platting and subdivision of land. If an agent is signing for owner, state name and capacity.

Signed this _____ day of _____, 20____. 08/07/25



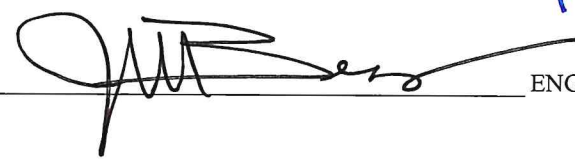
Brandon Lafayette (Jul 8, 2025 14:08 CDT)
OWNER

Brandon Lafayette

OWNER

Engineer or Surveyor Signature. The engineer and / or surveyor preparing the plat map must sign this statement on the signature line provided below. Section 21-38.A (2), Port Aransas Code. The undersigned, the registered engineer or land surveyor preparing the plat map, affirm that I have, to the best of my ability, designed the subdivision in accordance with the city ordinances and regulations governing the development, platting and subdivision of land, except where a variance is requested, the reasons for which are hereinafter stated. If there are no variances requested, state "None". If there are variances requested, describe the variances and the reasons for each.

Signed the 8th day of July, 2025.

 ENGINEER / SURVEYOR

For Building Official Use Only

The Application is not filed unless and until it (including the map) complies with the requirements of Section 21-38, Port Aransas Code, and contains all information above required.

Filed on _____, 20__.

Building Official
City of Port Aransas

Final Plt Application - CHAPMAN SUBDIVISION NUD

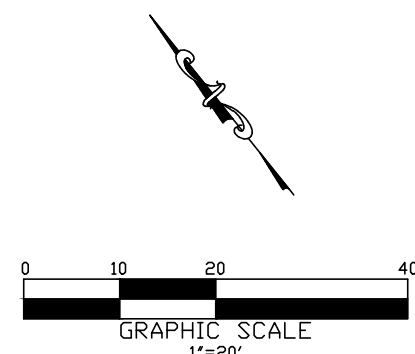
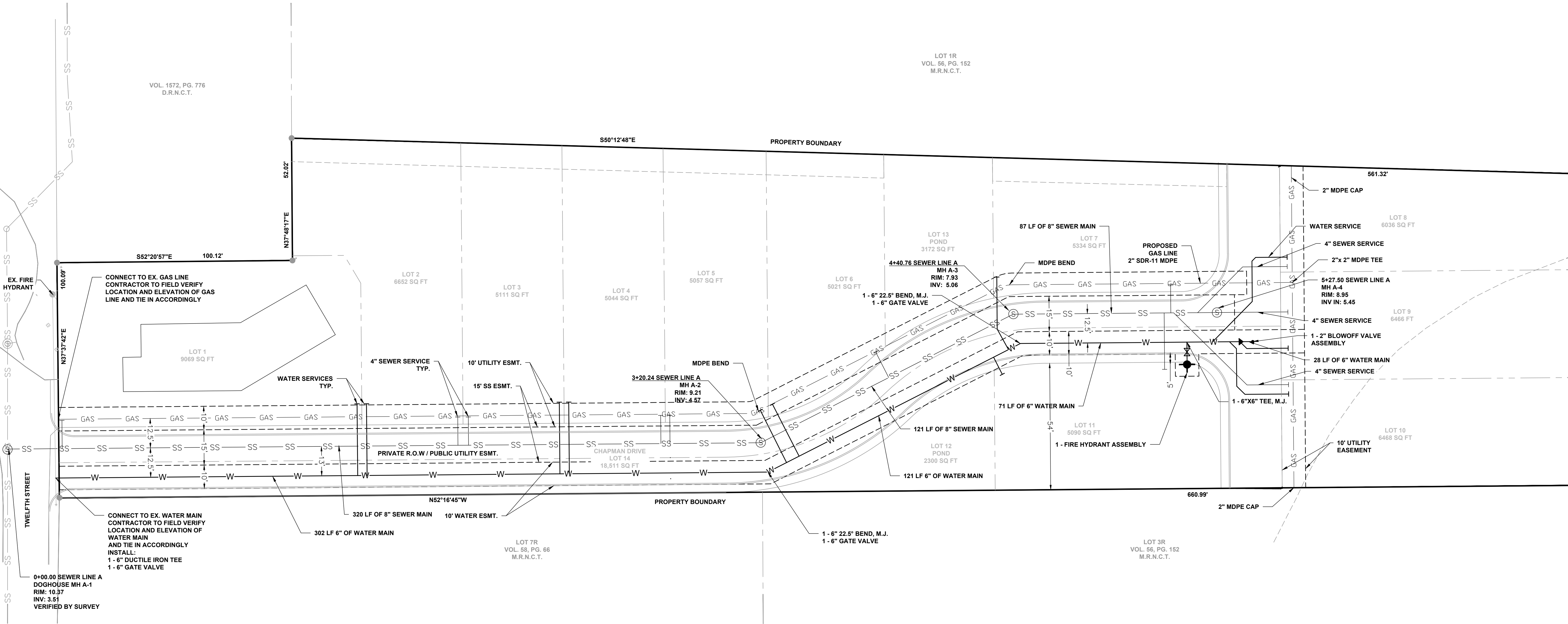
Final Audit Report

2025-07-08

Created:	2025-07-08
By:	Elizabeth Brundrett (elizabethb@gbsurveyor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALjMG8Ksau66tCpmmCpRptV0UdCMsr2H-

"Final Plt Application - CHAPMAN SUBDIVISION NUD" History

-  Document created by Elizabeth Brundrett (elizabethb@gbsurveyor.com)
2025-07-08 - 6:56:26 PM GMT
-  Document emailed to Brandon Lafayette (brandon@blhtx.com) for signature
2025-07-08 - 6:56:29 PM GMT
-  Email viewed by Brandon Lafayette (brandon@blhtx.com)
2025-07-08 - 7:02:53 PM GMT
-  Document e-signed by Brandon Lafayette (brandon@blhtx.com)
Signature Date: 2025-07-08 - 7:08:34 PM GMT - Time Source: server
-  Agreement completed.
2025-07-08 - 7:08:34 PM GMT



LEGEND:

	PROPERTY BOUNDARY
	ADJACENT PROPERTY LINE
	PROPOSED RIGHT-OF-WAY
	PROPOSED EDGE OF PAVEMENT
	PROPOSED LOT LINE
	PROPOSED WATER MAIN
	PROPOSED SEWER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED REDUCER
	PROPOSED BLOWOFF VALVE



PILLAR ENGINEERING
701 PARK AVENUE
CORPUS CHRISTI, TX 78401
TBPE FIRM NO.: F-21625
WWW.PILLARENGINEERS.COM



CHAPMAN SUBDIVISION
PORT ARANSAS, TEXAS

UTILITY
PLAN

FOR REVIEW
NOT FOR
CONSTRUCTION

DRAWN: KH
DATE: JULY 2025
JOB #: C25-001

SHEET NO:
EX 2



PLANS FOR PERMIT
THIS DOCUMENT IS FOR FOR PERMIT PURPOSES ONLY
KYLE HOOPER, PE # 137075
DATE: 07/08/2025

Owner Certification

State of Texas
County of Nueces

BRANDON LAFAYETTE HOMES, LLC

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

The conveyance of common area property, construction of recreational improvements and conveyance of open space described in the approved preliminary plat, have been completed and/or conveyed.

The conveyance document has been recorded in the Real Property Records of Nueces County, Texas.

This the ____ day of _____, A.D., 2025.

Brandon Lafayette, Member

State of Texas
County of _____

This instrument was acknowledged before me by:

Brandon Lafayette, Member of

BRANDON LAFAYETTE HOMES, LLC

This the ____ day of _____, A.D., 2025.

Notary Public in and for the State of Texas

Firm Name and Address

Griffith & Brundrett
Surveying & Engineering, Inc.

411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78381

Phone: (361) 729-6479
Fax: (361) 729-7933
Email: jbrundrett@gsurveyor.com
Website: www.gsbsurveyor.com

TBPELS FIRM NO. F-414

Flood Data

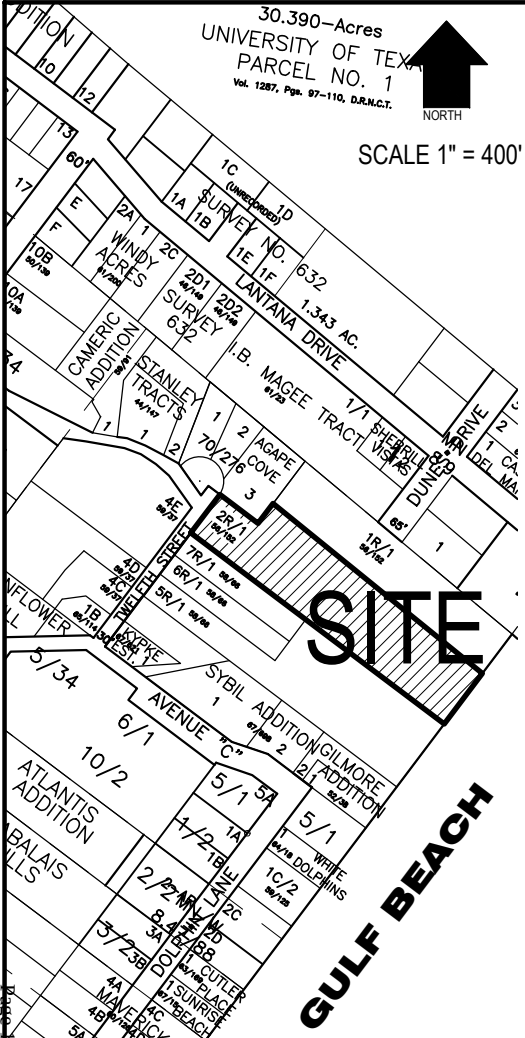
This is to certify that I have consulted the Federal Flood Hazard Map dated 10-13-22 and found that the property described herein is "X" (or) is not located in a "Special Flood Hazard Area."

Flood Zone As Shown, Base Elevation As Shown,
Panel No. 0385G,
Community No. 485498.

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions.

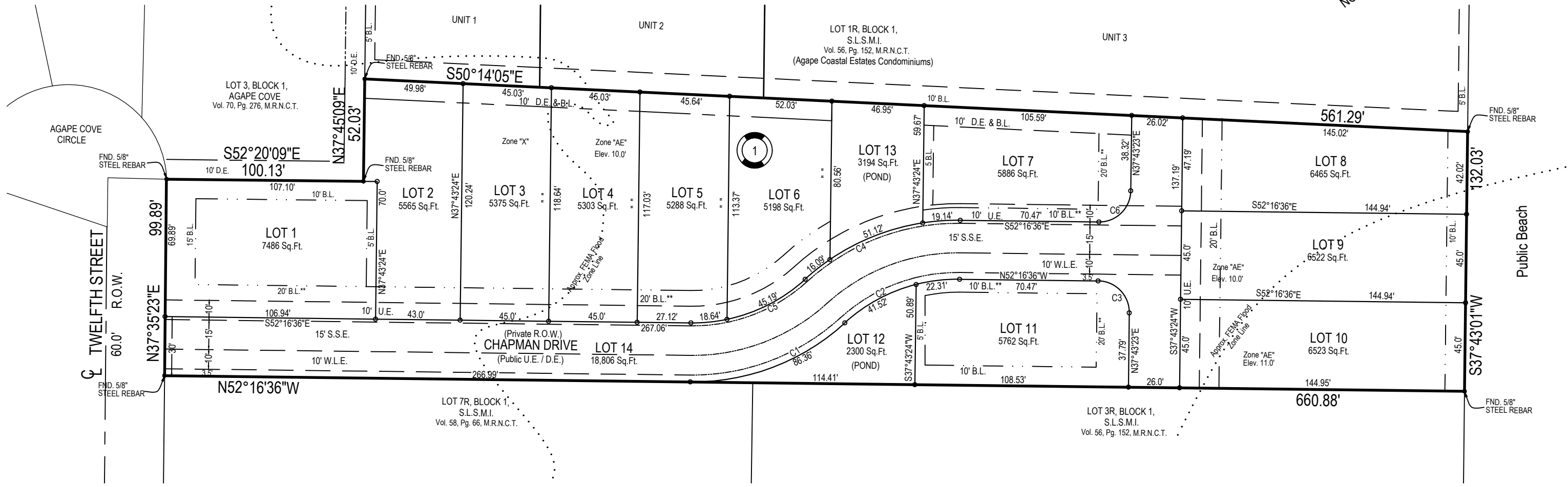
SUBJECT TO CHANGE BY FEMA

Locator Map



Notes

- 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebars capped with "GRIFFITH & BRUNDRETT".
○ S5/8 = Set 5/8" Steel Rebar
- Bearings & Directional Control based on NAD 83, Texas State Plane, South Zone.
- Total platted area contains 2.059 acres or 89,671 square feet of land.
- Property falls within the City Limits of Port Aransas and must comply with all City Codes, Regulations and Set Backs. Must also comply with the International Residential Code (IRC) and International Building Code (IBC).
Bldg Line/B.L. = Building Line / Setback
B.L.** = Building Line from Back of Curb
U.E. = Utility Easement
D.E. = Drainage Easement
S.S.E. = Sanitary Sewer Easement
W.L.E. = Water Line Easement
- Lot 14, Chapman Drive - a Private R.O.W. / Public Utility & Drainage Esmt.; and Lots 12 & 13 (Ponds) are owned and maintained by the Chapman Cove Community Association, Inc.



CURVE DATA

C1	C2	C3	C4	C5	C6
D = 43°01'36"	D = 43°01'36"	D = 90°00'47"	D = 43°01'36"	D = 43°01'36"	D = 90°00'47"
R = 115.0'	R = 85.0'	R = 16.0'	R = 115.0'	R = 85.0'	R = 16.0'
CH = 84.35'	CH = 62.34'	CH = 22.63'	CH = 84.34'	CH = 62.34'	CH = 22.63'
T = 45.33'	T = 33.50'	T = 16.0'	T = 45.32'	T = 33.50'	T = 16.0'
L = 86.36'	L = 63.83'	L = 25.14'	L = 86.35'	L = 63.83'	L = 25.14'
CB = S73°47'35"E	CB = S73°47'25"E	CB = N07°16'12"W	CB = N73°47'23"W	CB = N73°47'23"W	CB = S82°43'24"W

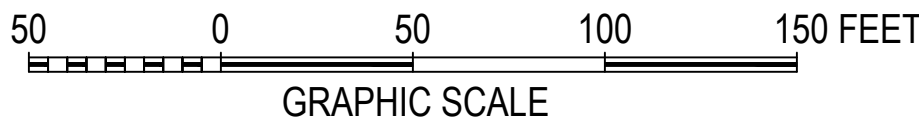
FINAL PLAT OF
LOTS 1-14, BLOCK 1,
CHAPMAN SUBDIVISION, N.U.D.

CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS,

BEING A REPLAT OF LOT 2R, BLOCK 1, STATE LAND SURVEYS ON MUSTANG ISLAND,
CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, ACCORDING TO THE PLAT
RECORDED IN VOLUME 56, PAGE 152, MAP RECORDS OF NUECES COUNTY, TEXAS.

JUNE 30, 2025

SCALE 1" = 50'



Surveyor Certification

State of Texas
County of Aransas

I, J. L. Brundrett, Jr., Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the ____ day of _____, A.D., 2025.

J. L. Brundrett, Jr.
R.P.L.S.
Reg. No. 2133

Planning & Zoning Commission

State of Texas
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Port Aransas, Texas, by the Planning & Zoning Commission.

This the ____ day of _____, A.D., 2025.

Chairman of the Planning & Zoning Commission

City Secretary

City Council

State of Texas
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Port Aransas, Texas, by the City Council.

This the ____ day of _____, A.D., 2025.

Mayor

City Secretary

City Engineer

State of Texas
County of Nueces

This final plat of the herein described property was approved by the City Engineer for the City of Port Aransas.

This the ____ day of _____, A.D., 2025.

City Engineer

N.C.W.C. & I. District No. 4

State of Texas
County of Nueces

All water and sanitary sewer lines and appurtenances have been constructed and dedicated to the Nueces County Water Control & Improvement District No. 4, in accordance with the policies approved by the Board of Directors.

This the ____ day of _____, A.D., 2025.

Nueces County Water Control and Improvement District No. 4,
District Manager

County Clerk's Certification

State of Texas
County of Nueces

I, Kara Sands, Clerk of the County Court in and for Nueces County, Texas, do hereby certify that the foregoing instrument of writing dated the ____ day of _____, A.D. 2025, with its certificate of authentication was filed for record in my office the ____ day of _____, A.D. 2025, at ____ o'clock ____ m. and duly recorded the ____ day of _____, A.D. 2025, at ____ o'clock ____ in the Map Records of Nueces County, Texas in Volume ____ Page ____.

Witness my hand and seal of the County Court, in and for Nueces County, Texas, at office in Corpus Christi, Texas, the day and year last written above.

Kara Sands, County Clerk
Nueces County, Texas

By: ____ Deputy

Clerk's File No. ____



CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
07/09/2025

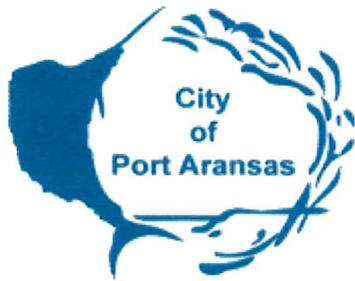
- (1) **SUBJECT PLAN 25-20, FINAL PLAT of CHAPMAN SUBDIVISION, NUD, LOTS 1-14, BLOCK 1, CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, BEING A REPLAT OF LOT 2R, BLOCK 1, STATE LAND SURVEYS ON MUSTANG ISLAND, CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 56, PAGE 152, MAP RECORDS OF NUECES COUNTY, TEXAS.**
- (2) **Applicant: BRANDON LAFAYETTE HOMES. Property Location: 103 TWELFTH ST.**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	_____	_____
BRIGHTSPEED OF PORT ARANSAS	_____	_____
AEP TEXAS CENTRAL COMPANY	_____	_____
CITY OF PORT ARANSAS GAS DIVISION	_____	_____

COMMENTS:

AEP to retain all AEP exhibit easements & prescribed/blanket easements if any. No visible conflict with existing facilities now, note that existing facilities are to retain utility or electrical easement until corrections are completed according to proposed development. Advise customer to contact AEP with development plans for electrical infrastructure design.

BY:  DATE: 7-11-25
AUTHORIZED SIGNATURE



CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
07/09/2025

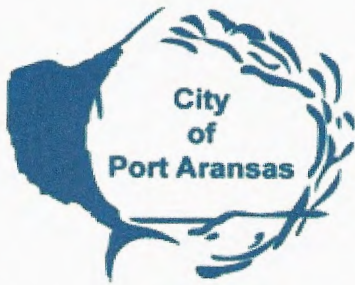
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- (2) **Applicant: BRANDON LAFAYETTE HOMES. Property Location: 103 TWELFTH ST.**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	<u>✓</u>	<u> </u>
BRIGHTSPEED OF PORT ARANSAS	<u> </u>	<u> </u>
AEP TEXAS CENTRAL COMPANY	<u> </u>	<u> </u>
CITY OF PORT ARANSAS GAS DIVISION	<u> </u>	<u> </u>

COMMENTS: Developer to install water & sewer

BY:  DATE: 7/11/2025

AUTHORIZED SIGNATURE

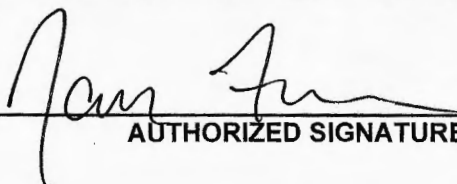


**CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
07/09/2025**

- (1) SUBJECT PLAN 25-20, FINAL PLAT of CHAPMAN SUBDIVISION, NUD, LOTS 1-14, BLOCK 1, CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, BEING A REPLAT OF LOT 2R, BLOCK 1, STATE LAND SURVEYS ON MUSTANG ISLAND, CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 56, PAGE 152, MAP RECORDS OF NUECES COUNTY, TEXAS.**
- (2) Applicant: BRANDON LAFAYETTE HOMES. Property Location: 103 TWELFTH ST.**

	<u>APPROVE</u>	<u>PROTEST</u>
NUECES CO. WATER DISTRICT #4	_____	_____
BRIGHTSPEED OF PORT ARANSAS	_____	_____
AEP TEXAS CENTRAL COMPANY	_____	_____
CITY OF PORT ARANSAS GAS DIVISION	<u>X</u>	_____

COMMENTS: NONE

BY:  DATE: 07.11.2025

AUTHORIZED SIGNATURE

August 20, 2025

Nicole Boyer
City of Port Aransas
710 W. Avenue A
Port Aransas, Texas 78373

Re: Chapman Subdivision, N.U.D. (Final plat)

Urban Engineering has reviewed the final plat of the subject property and suggests the following comments:

1. Add missing bearings along Chapman Drive (Lot 14). **OK**
2. Slide dimensions for 15'S.S.E and 10' W.L.E. away from East boundary. And move 30' dimension for R.O.W. to East boundary. **OK**
3. Provide additional dimensions from R.O.W. line to 15'S.S.E and 10' W.L.E. near T-Section (Hammerhead) **OK**
4. Add additional dimensions for R.O.W. near T-Section (Hammerhead) along East to West and North to South R.O.W. **OK**
5. There are two curves labeled as C3. The chord bearing cannot be the same for both. Please add separate curve data and label for curve that does not have Chord Bearing of South 07°16'12" East. **Not addressed - bearing has to be different for two curves described as C3. Please create a new curve label for the appropriate one with correct bearing.** **OK**
6. Add "Must also comply with the International Residential Code (IRC) and International Building Code (IBC) to Note 4. **OK**
7. Add a note about who will own and maintain Lot 14 (Chapman Drive - Private R.O.W.) and Lots 12 and 13 (Ponds). **OK**
8. If required by City, please provide additional certification regarding conveyance of common element property as found in Section 21-**244** (C) of the City of Port Aransas Code of Ordinances. **Referenced wrong section in code – please add to plat.** **OK**
9. If required by City, please also comply with the requirement to record conveyance document in the Real Property Records of Nueces County, Texas also found in Section 21-**244** (C) of the City of Port Aransas Code of Ordinances. **Referenced wrong section in code – please add to plat.** **OK**

Please feel free to reach out to us with any questions.

Regards,

Urban Engineering



Xavier Galvan
Sr. Platting Technician
xgalvan@dccm.com

City Council Regular Meeting

AGENDA ITEM REPORT



To: Planning and Zoning

Subject: Discuss and take action to confirm that “No” Dune Permit PLAN 25-26 is consistent with the City’s Coastal Management Plan. The proposed permit will allow the demolition of unpermitted structures. Applicant: City of Port Aransas on behalf of Choke Canyon LLC. Property Location: 2016 On the Beach

Meeting: City Council Regular Meeting - Sep 18 2025

Department: P&Z

Staff Contact: Nicole Boyer, Development Services Director

BACKGROUND INFORMATION:

Several unpermitted structures are set to be demolished by the City and since the property falls seaward of the 1000' dune protection line, a dune permit is required. There will be no impact to critical dunes.

FINANCIAL IMPACT:

none

POLICY IMPLICATIONS:

none

RECOMMENDATION:

Recommendations will be discussed at the meeting.

ATTACHMENTS:

[Application](#)

Port A Beachlodge

2016 On the Beach,
Sand Point Subdivision, Lot 36R
"No" Dune Permit and BCC Application

August 7, 2025

Submitted by the City of Port Aransas on behalf
Of Choke Canyon Motel, Inc

TABLE OF CONTENTS
No Dune Determination and BCC Application
Lot 36R, Sand Point Subdivision

- 1. No Dune Permit Required Application**
- 2. No Dune Permit Required Certification**
- 3. Beachfront Construction Certificate Application**
- 4. Beachfront Construction Certificate**
- 5. Attachments Attachment**
 - #1 Site Map Attachment**
 - #2 Site Plan and Elevation Certificate Attachment**
 - #3 Building Photographs**

Lot 36R, Sand Point Subdivision
Request for "Finding of No Dune Permit Required"

A. Introduction

This is the application for Choke Canyon Motel, Inc ("Owner") to establish, that no dunes exist on the construction site, and that no Dune Permit is required for demolition of unpermitted improvements at Lot 36R, Sand Point Subdivision, Port Aransas, Nueces County, Texas 78373, in accordance with the restrictions of the Application.

B. Legal Description

Lot 36R, Sand Point Subdivision, Port Aransas, Nueces County, Texas 78373

C. Applicant/Owner:

Choke Canyon Motel, Inc
PO Box 2181
Port Aransas, TX 78373

Prepared By:

Nicole Boyer
Port Aransas Development Services
Phone: 361-749-4111 ext 234
Nicole.boyer@cityofportaransas.org

D. Description of Proposed Construction

The proposed permit will allow for the demolition of several unpermitted buildings . No major grading changes will occur during demolition. Demolition shall not adversely affect any critical dunes.

E. Site Map

A site map has been included as Attachment #1. A site plan with structures that will be demolished has been included as Attachment #2.

F. Site Photographs

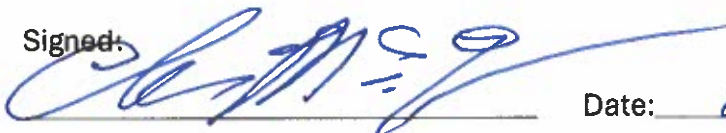
Building and site photographs taken are included as Attachment #3

NO DUNE PERMIT REQUIRED DETERMINATION

On July 10, 2025, Charles G. McCarley, President of Choke Canyon Motel Inc, dba Beachlodge submitted a request of No Dune Permit Required for Lot 36R, Sand Point Subdivision, Port Aransas, Nueces County, Texas 78373. The Port Aransas Building Official has investigated the site and determined that no critical dunes conflict with the proposed construction. The Planning and Zoning Commission and City Council, therefore, find that no dune permit is required.

A No Dune Permit Required Determination remains in effect for an indefinite period of time; if at any time the City Building Official (or his delegate(s)) makes the determination that critical dunes have possibly re-established on said property, the City Building Official shall cause the owner to submit a new Dune Permit application to the City.

Signed: _____



Date: _____

8-20-25

Applicant

Signed: _____

Date: _____

Chairman of Port Aransas Planning & Zoning Commission

Signed: _____

Date: _____

Mayor-City of Port Aransas

Application #: _____

Lot 36R, Sand Point Subdivision

**BEACHFRONT CONSTRUCTION CERTIFICATE APPLICATION
(SHORT FORM FASF-1)**

A. General Information:

Name: Charles G. McCarley, Choke Canyon Motel Inc.

Address: 2016 On the Beach

Contact: Nicole Boyer

Phone: 361-749-4111 ext 234

Description: Lot 36R, Sand Point Subdivision

Port Aransas, Nueces County, Texas

B. Describe the Proposed Construction:

The proposed permit will allow for the demolition of several unpermitted buildings .
No major grading changes will occur during demolition. Demolition shall not adversely affect any critical dunes.

C. Location of Proposed Construction:

- 1) The distance from the most seaward building line to the line of vegetation is approximately 235 feet.
- 2) The distance to the erosion line is approximately 44 feet.
- 3) The distance to the mean high tide line is 651 feet.
- 4) The Site location has been shown a copy of Attachment #1 from the Port Aransas Coastal Management Plan herein attached.

D. FEMA Standards: N/A

Signed:



Applicant

Date:



BEACHFRONT CONSTRUCTION CERTIFICATE

(FOR PASF-1)

The following items must be accomplished. Check box to indicate completion of item or that the statement is true.

☒ The project has been located on a copy of Attachment #2 of the Coastal Management Plan and the location of the construction is not on an existing or future access easement. A drawing is herein attached.

☒ The construction does not functionally support or depend on, or otherwise relate to, proposed or existing structures that encroach on the public beach.

☒ The construction, if within 200 feet landward of the line of vegetation, does not include a retaining wall or improved surfaces.

☒ The construction is landward of the 60-year erosion line, as depicted in Attachment #2 of the Port Aransas Coastal Management Plan

☒ The applicant has been informed of the need to obtain a dune permit if the construction is within 1000 feet from mean high tide.

I, _____ as the City of Port Aransas building inspection representative herein certify that I have reviewed the information presented above and any other information necessary to establish that the proposed construction is consistent with the City of Port Aransas Coastal Management Plan and that the proposed construction will not adversely affect the public access to and from the public beach.

Signed: _____ Date: _____

Port Aransas Building Official

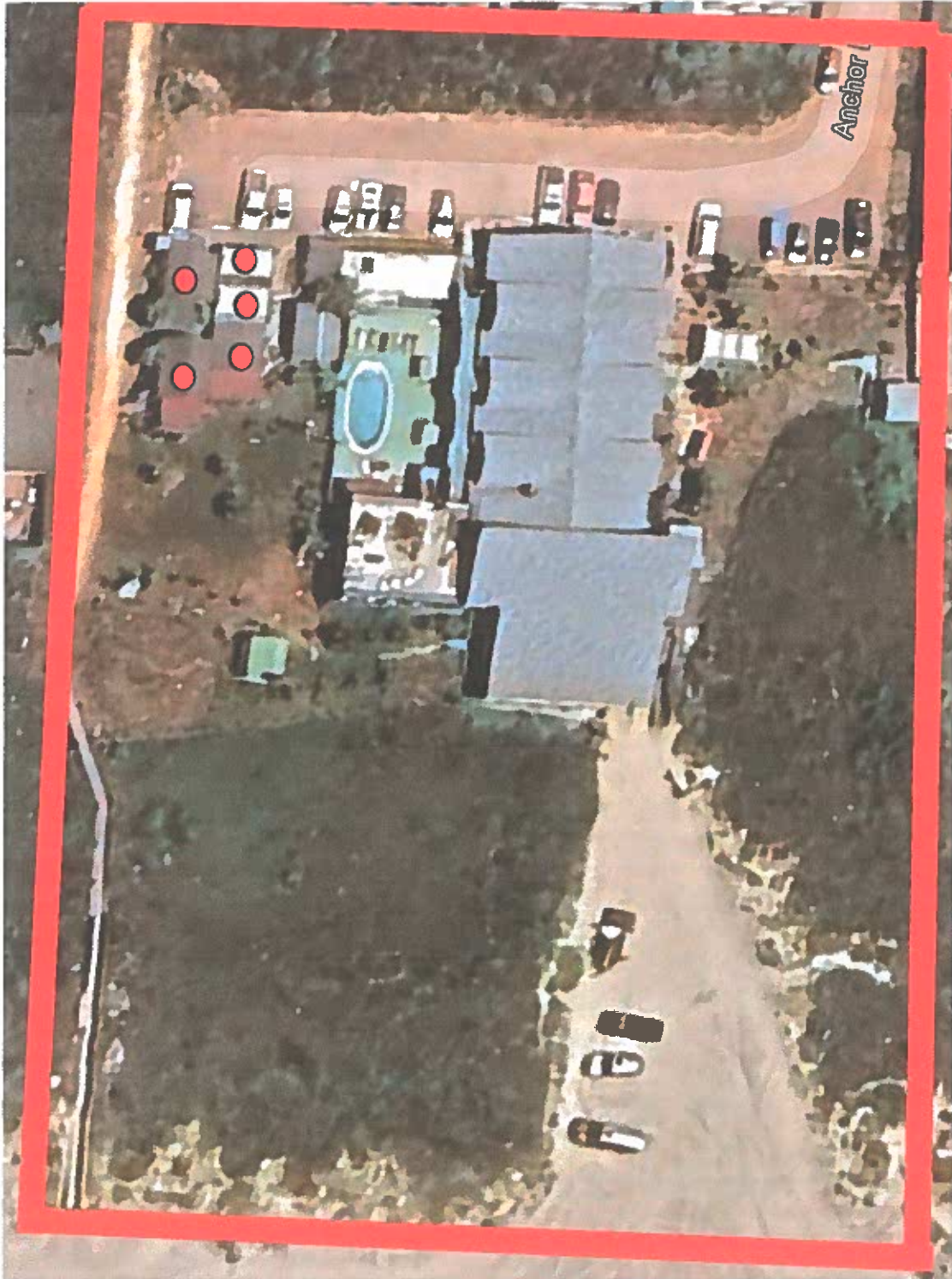
Certificate #: _____ Address: _____

Expiration Date: _____

Attachment #1—Site Map



Attachment #2: Site Plan



Attachment #3: Photographs





City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council
Subject: Discuss and take action on the 3rd Reading of an Ordinance Amending Chapter 19, "Signs"; And Providing for Severance, Reading, And Effective Date.
Meeting: City Council Regular Meeting - Sep 18 2025
Department: Administration
Staff Contact: Nicole Boyer, Development Services Director

BACKGROUND INFORMATION:

1st Reading: July 17, 2025

2nd Reading: August 20, 2025

3rd Reading: **September 18, 2025** Changes marked in yellow.

At their December 19, 2024 meeting, City Council directed Planning and Zoning to review and update Port Aransas Code of Ordinances Chapter 19: Signs.

The City of Port Aransas is amending its sign ordinance to modernize and clarify outdated provisions, support local business visibility, and maintain the community's coastal character while ensuring public safety and legal compliance. This update streamlines the ordinance structure, incorporates clearer temporary sign allowances tied to qualifying events, and explicitly aligns the City's regulations with the First Amendment and Reed v. Town of Gilbert to protect the City from legal challenges. The revised ordinance will help reduce visual clutter, enhance wayfinding, and support effective communication for businesses and residents while preserving the aesthetic integrity of our community.

Applicable Supreme Court Cases:

Reed v. Town of Gilbert (2015) is a U.S. Supreme Court case that ruled local governments cannot regulate signs based on the content of their messages without meeting strict constitutional scrutiny under the First Amendment. In this case, Gilbert, Arizona, had different rules for signs depending on what they said (e.g., political signs, ideological signs, event signs), and the Court found this was an unconstitutional restriction on free speech. The decision means cities must regulate signs in a content-neutral way (based on size, location, lighting, or duration) rather than by what the sign says, to avoid lawsuits and protect free speech rights.

Austin v. Reagan National Advertising (2022) is a U.S. Supreme Court that ruled that cities can distinguish between on-premise and off-premise signs (like billboards) without violating the First Amendment, as this distinction is based on location rather than the content of the sign's message. The Court held that Austin's ordinance, which allowed digital signs on-premise but prohibited converting off-premise billboards to digital, was content-neutral and permissible, clarifying that cities may regulate signs differently based on their location without triggering strict constitutional scrutiny.

7.H.

Metromedia, Inc. v. City of San Diego (1981) is a U.S. Supreme Court that upheld a city's right to ban off-premise billboards to improve aesthetics and traffic safety but also ruled that cities cannot favor commercial speech over noncommercial speech on signs. This case established that while cities can regulate signs to protect community appearance and safety, they must allow noncommercial messages on any sign where commercial messages are allowed, supporting free speech while allowing reasonable sign regulation.

Link to COPA Chapter 19: Signs

https://library.municode.com/tx/port_aransas/codes/code_of_ordinances?nodeId=PTIPOARCO_CH19SI

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Recommendations will be discussed at the meeting.

City Council Regular Meeting

AGENDA ITEM REPORT



To: Francisca Nixon

Subject: Discuss and take action on a Resolution Approving Change Order #1 For the COPA Community Center Renovation and Park Restroom Addition with South Texas Building Partners in The Amount Of \$96,615.63; And Authorizing the City Manager to Sign All Documents Associated with Said Change Order.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Parks and Recreation

Staff Contact: Colleen Simpson, Parks & Recreation Director

BACKGROUND INFORMATION:

From subcontractor First Class Building Interiors: Substantial changes impacting the carpentry scopes. Most notably, the Front Porch has shifted from minor patch repairs to a full demolition and reconstruction. This includes complete replacement of the porch decking and structural framing. In addition, a new ADA-compliant ramp and landing are now shown at the porch entry, requiring installation of new ADA-compliant handrails and guardrails. The handrails must meet 2012 TAS/ADA standards, including compliant extensions and returns at landings.

FINANCIAL IMPACT:

\$96,615.63 from account 115-66320

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Port Aransas City Council motion to approve a Resolution Approving Change Order #1 For the Copa Community Center Renovation and Park Restroom Addition with South Texas Building Partners in The Amount Of \$96,615.63; And Authorizing the City Manager to Sign All Documents Associated with Said Change Order.

ATTACHMENTS:

[Draft Resolution 2025-R - Change Order - Community Center](#)
[CCR 06 Plans Revised 04-17-25](#)

RESOLUTION NO. 2025-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS, APPROVING CHANGE ORDER #1 FOR THE COPA COMMUNITY CENTER RENOVATION AND PARK RESTROOM ADDITION WITH SOUTH TEXAS BUILDING PARTNERS IN THE AMOUNT OF \$96,615.63; AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS ASSOCIATED WITH SAID CHANGE ORDER.

WHEREAS, the City Council previously awarded the COPA Community Center Renovation And Park Restroom Addition to South Texas Building Partners, LLC through Resolution 2025-R05; and

WHEREAS, EDR Architects, on behalf of South Texas Building Partners, submitted Change Order No. 1 to provide for replacement of the porch decking and structural framing, construction of a new ADA-compliant ramp and landing, and additional interior wall framing and finishes; and

WHEREAS, City staff has reviewed and presented Change Order No. 1, in the amount of \$96,615.63, to the City Council for consideration at its Regular Meeting on Thursday, September 18, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS:

Section 1: The City Council hereby approves Change Order #1 with South Texas Building Partners in the amount of \$96,615.63. Said Change Order is attached hereto as Exhibit 1.

Section 2: The City Manager is hereby authorized to execute all documents related to Change Order #1.

Section 3: It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED and APPROVED by the Port Aransas City Council, County of Nueces, State of Texas, on this the 18th day of **SEPTEMBER, 2025**.

CITY OF PORT ARANSAS, TEXAS

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary



601 Everhart Rd.
Corpus Christi, TX 78412
Phone: (361) 299-5462
Fax: (800) 858-5280

Contractor's Change Request

To: David Parsons
City of Port Aransas
710 W Avenue A
Port Aransas, TX 78373
Project: 24004-COPA Community Center-Re

CCR No: 06
Date: 9/11/2025
Description: Plans Revised 04/17/25

STBP, Inc. hereby proposes the following changes in scope and cost for the project:

Complete replacement of the front porch decking and structural framing.	\$ 48,250.00
Decking, Structural members, guardrails at back porch	\$ 6,500.00
New ADA compliance ramp and landing are shown at porch	\$ 13,350.00
Aluminum Anodized handrails for front porch and side ramp	\$ 9,000.00
Added wall at IT Closed including door install	\$ 2,000.00
Added door and hardware at 1t closed	\$ 1,650.00
Added concrete foundations at new ADA ramp	\$ 8,225.00
Credit for concrete topping at Mechanical room	\$ -2,550.00
Add for VCT in mechanical room and kitchen	\$ 3,450.00
Subtotal:	\$ 89,875.00
Fee (7.5%):	\$ 6,740.63
TOTAL:	\$ \$96,615.63

...and requests an adjustment to the contract time of 20 days as a condition of this request.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$96,615.63 will be added to the contract price and the scope will be revised accordingly.

Original Contract	\$954,000.00
Other Approved Change Orders	\$51,094.75
Total Contract to Date	\$1,005,094.75
This Request	\$96,615.63
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$1,101,710.38



601 Everhart Rd.
Corpus Christi, TX 78412
Phone: (361) 299-5462
Fax: (800) 858-5280

**Contractor's Change
Request**

To: David Parsons
City of Port Aransas
710 W Avenue A
Port Aransas, TX 78373
Project: 24004-COPA Community Center-Re

Authorized Signature: Erica Escatiola Date: 09/11/2025
STBP, Inc.

Authorized Signature: _____ Date: _____

City Council Regular Meeting

AGENDA ITEM REPORT



To: Francisca Nixon

Subject: Discuss and take action on a Resolution Approving Change Order No. CO-009 For the New Public Safety Building with Victory Building Team in The Amount Of \$54,170.00; And Authorizing the City Manager to Sign All Documents Associated with Said Change Order.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: James Stokes, Chief of Police

BACKGROUND INFORMATION:

This change order provides for the addition of structural steel support framing and roof pitch pans to accommodate the City's roof-mounted antennas. The total cost of this modification is \$54,170.00, which requires City Council approval.

City staff, in coordination with Broaddus & Associates, has reviewed the request and recommends approval.

FINANCIAL IMPACT:

Budget amendment will be required for the FY 2025-2026 budget.

POLICY IMPLICATIONS:

City Council must approve funds that exceed \$50,000.

RECOMMENDATION:

Port Aransas City Council motion to approve a Resolution Approving Change Order No. CO-009 For the New Public Safety Building with Victory Building Team in The Amount Of \$54,170.00; And Authorizing the City Manager to Sign All Documents Associated with Said Change Order.

ATTACHMENTS:

[CO #009 ANTENNA ROOF MODIFICATIONS](#)

[Draft Resolution 2025-R - Change Order - Antenna Modifications](#)

AIA® Document G701® – 2017
Change Order

PROJECT: <i>(Name and address)</i> City of Port Aransas - Public Safety Center 710 W Ave. A Port Aransas, TX 78373	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: CO-009 Date: August 26, 2025
OWNER: <i>(Name and address)</i> City of Port Aransas 710 W. Avenue A Port Aransas, TX 78373	ARCHITECT: <i>(Name and address)</i> Gignac & Associates 416 Starr St. Corpus Christi, Texas 78401	CONTRACTOR: <i>(Name and address)</i> Victory Building Team 402 S. Chaparral St., Suite A Corpus Christi, TX 78401

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per City request, provide structural steel support framing and roof pitch pans for City-provided roof antennas per attached.

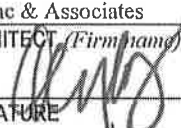
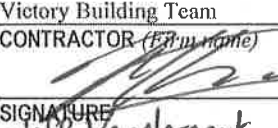
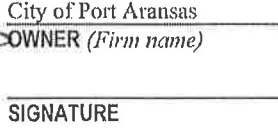
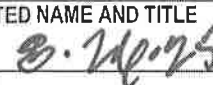
The original Contract Sum was	\$	<u>10,115,000.00</u>
The net change by previously authorized Change Orders	\$	<u>1,969,253.00</u>
The Contract Sum prior to this Change Order was	\$	<u>12,084,253.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>54,170.00</u>
The new Contract Sum including this Change Order will be	\$	<u>12,138,423.00</u>

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged at August 15, 2025.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gignac & Associates ARCHITECT <i>(Firm name)</i>	Victory Building Team CONTRACTOR <i>(Firm name)</i>	City of Port Aransas OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Raymond Gignac, Principal PRINTED NAME AND TITLE	Jeremy Baugh, President PRINTED NAME AND TITLE	David Parsons, City Manager PRINTED NAME AND TITLE
 DATE	 DATE	 DATE

Request for Change Order



102 S. CHAPARRAL STREET, STE A
CORPUS CHRISTI, TX 78401
Phone: (361) 991-5600
Fax: (361) 991-5616

Project#: **52314**
Project: **Port Aransas Public Safety Facility**

Date: **08/15/2025**RCO # **45**

To: **CITY OF PORT ARANSAS**
710 W. AVE A

PORT ARANSAS, TX 78373
Phone: (361) 749-4111 Fax: (361) 749-4723
Contact:

Proposal valid for
the following No.
of Days:

Expiration Date:

**Days added to
contract: 0**

Description:

Addition of Antenna Framing on Roof of Public Safety Facility per PR-014.

Item #	Activity	Amount
1	Steel Materials & Erection	\$37,000.00
2	Roof Penetrations	\$10,965.00
Total Request		\$47,965.00

Budget Amount

\$47,965.00

Fee

\$4,796.00

Amount



Percent

\$4,796.00

Overhead

\$335.00

Amount



Percent

\$335.00**\$1,074.00**

Amount



Percent

\$1,074.00

CO Contract/Sales Amt

\$54,170.00

Approval

ARCHITECT: _____

DATE: _____

OWNER: _____

DATE: _____

Victory Building Team

NAME: **JEFF VANDERCOOK**

SIGNATURE: _____

TITLE: **Project Manager**DATE: **08/15/2025**



Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
18.22 CITY OF PA Public Safety Center
300 J. C. BARR BLVD. PORT
ARANSAS, TX 78373

CONTRACT INFORMATION:
Contract For: General Construction
Date:

Architect's Project Number: 18.22
Proposal Request Number: PR-014
Proposal Request Date: July 31, 2025

OWNER: *(name and address)*
City of Port Aransas
710 W. Avenue A
Port Aransas, TX 78373

ARCHITECT: *(name and address)*
Gignac & Associates
416 Starr St. Corpus Christi, Texas 78401

CONTRACTOR: *(name and address)*
Victory Building Team
1814 Holly Road
Corpus Christi, TX 78417

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Per Owner request, provide the following for an Owner-furnished and Owner-installed Antenna System:

- Structural Steel Support Framing per attached GRA sealed sketches SK-4 thru SK-6 dated July 30, 2025.
- Paint all galvanized steel exposed to weather.
- Provide pitch pockets/pans per attached detail at all six (6) roof penetrations.

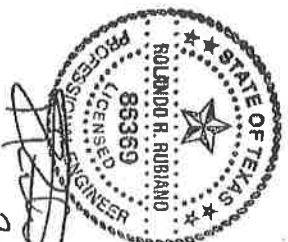
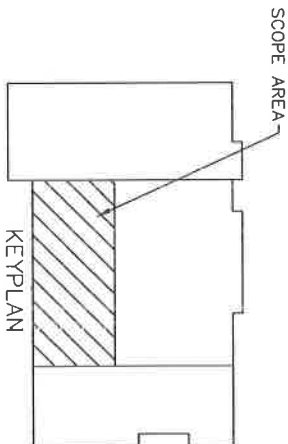
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

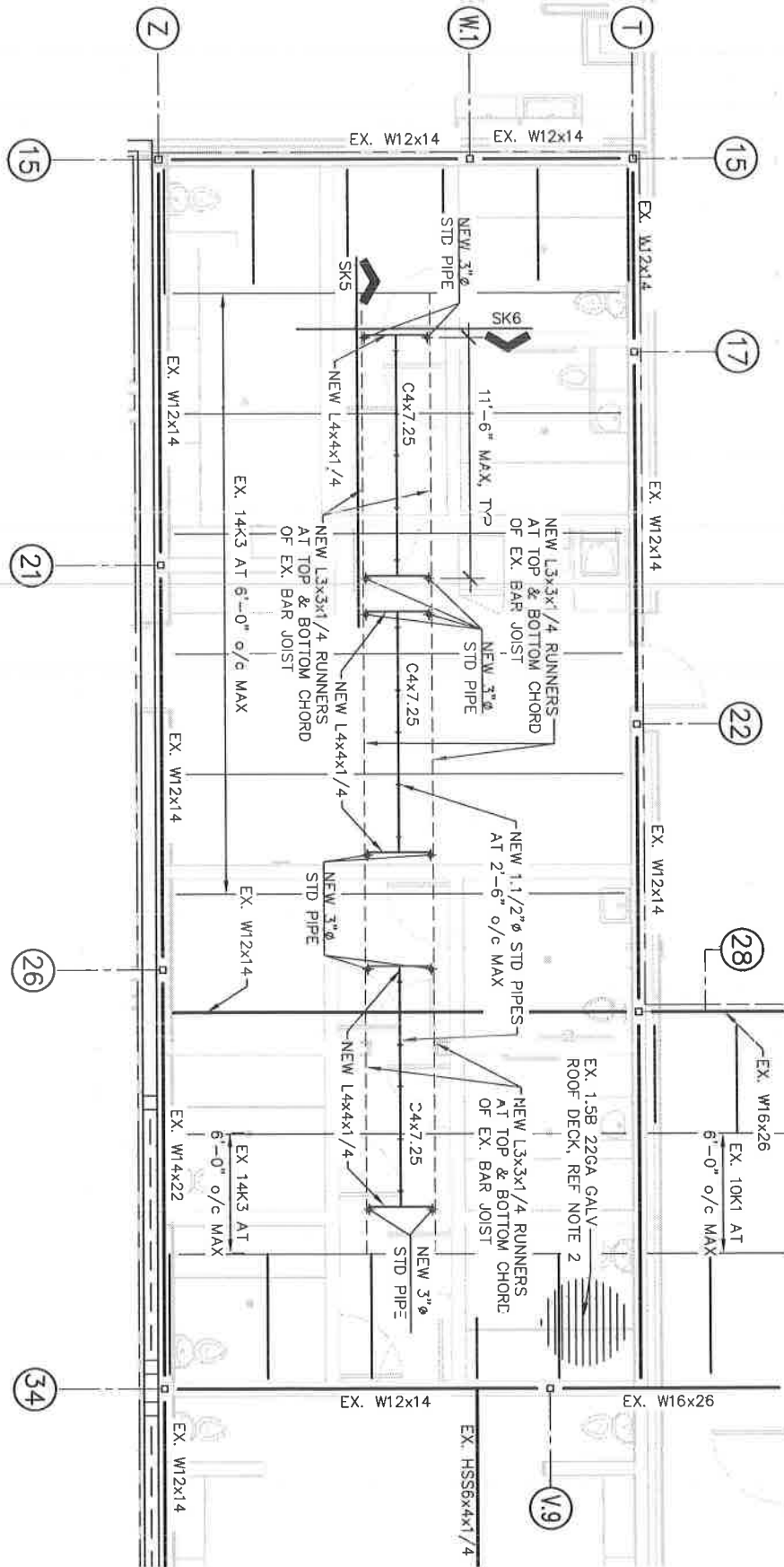
Paul Rybalka - Project Manager, Gignac
Architects

PRINTED NAME AND TITLE

NOTES:
1. ALL STRUCTURAL STEEL ANTENNA SUPPORT FRAMING EXPOSED TO THE ELEMENTS SHALL BE HOT DIPPED GALVANIZED (G90) UNLESS NOTED OTHERWISE



7.30.2025



SHEET #:

SK 4

GRA JOB #:
696-236

PR-14

DATE:
07/30/2025

PROJECT NAME: **PORT ARANSAS NEW PUBLIC SAFETY CENTER (POLICE STATION)**

TITLE:

MEZZANINE ROOF ANTENNA SUPPORT FRAMING PLAN

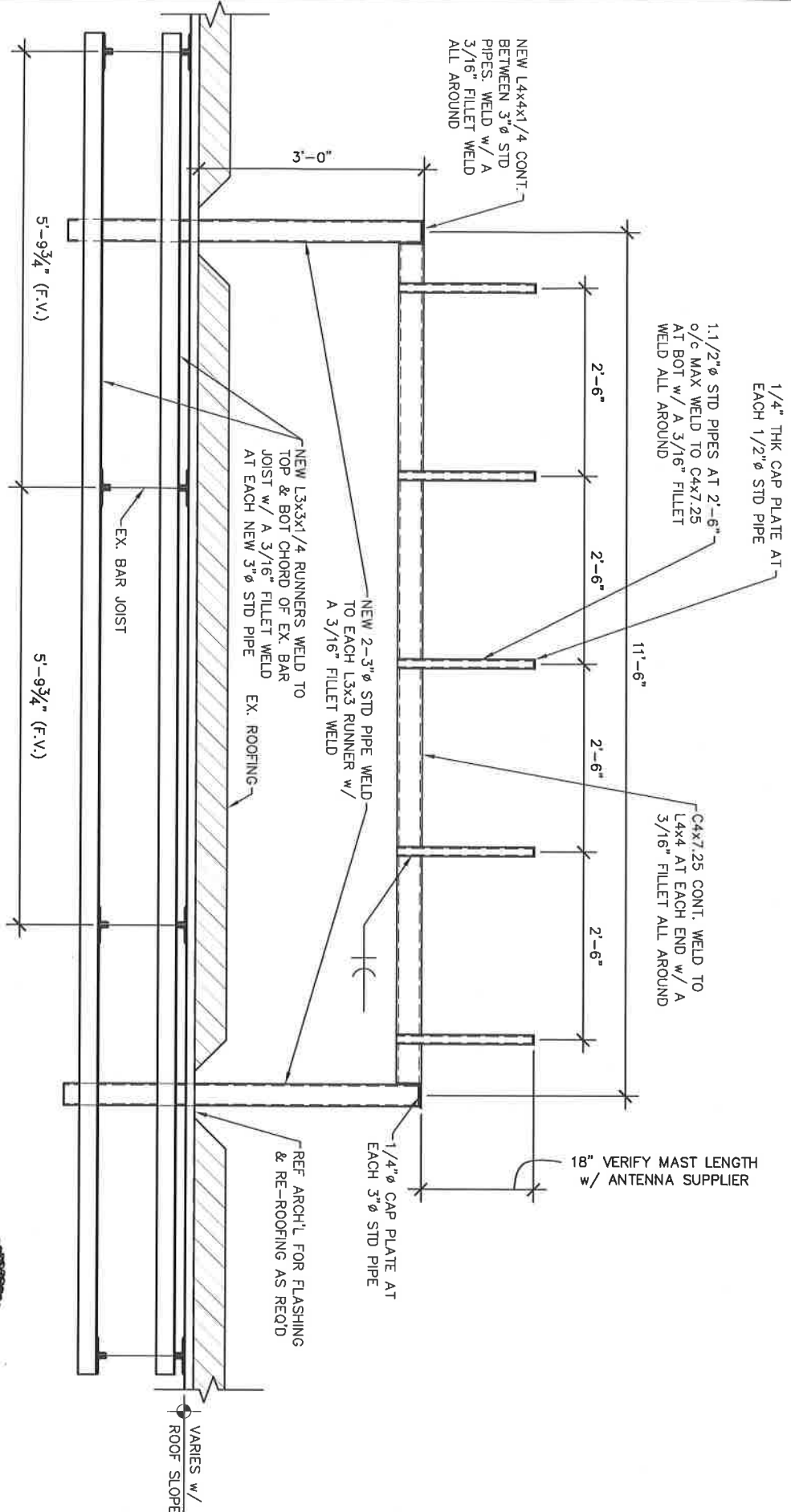


GREEN, RUBIANO & ASSOCIATES

CONSULTING STRUCTURAL ENGINEERS

1220 WEST HARRISON
HARLINGEN, TEXAS 78551
(956)428-4481 (956)428-0287 FAX
PEW REGISTRATION # F-4145

- NOTES:
1. ALL STRUCTURAL STEEL ANTENNA SUPPORT FRAMING EXPOSED TO THE ELEMENTS SHALL BE HOT DIPPED GALVANIZED (G90) UNLESS NOTED OTHERWISE.

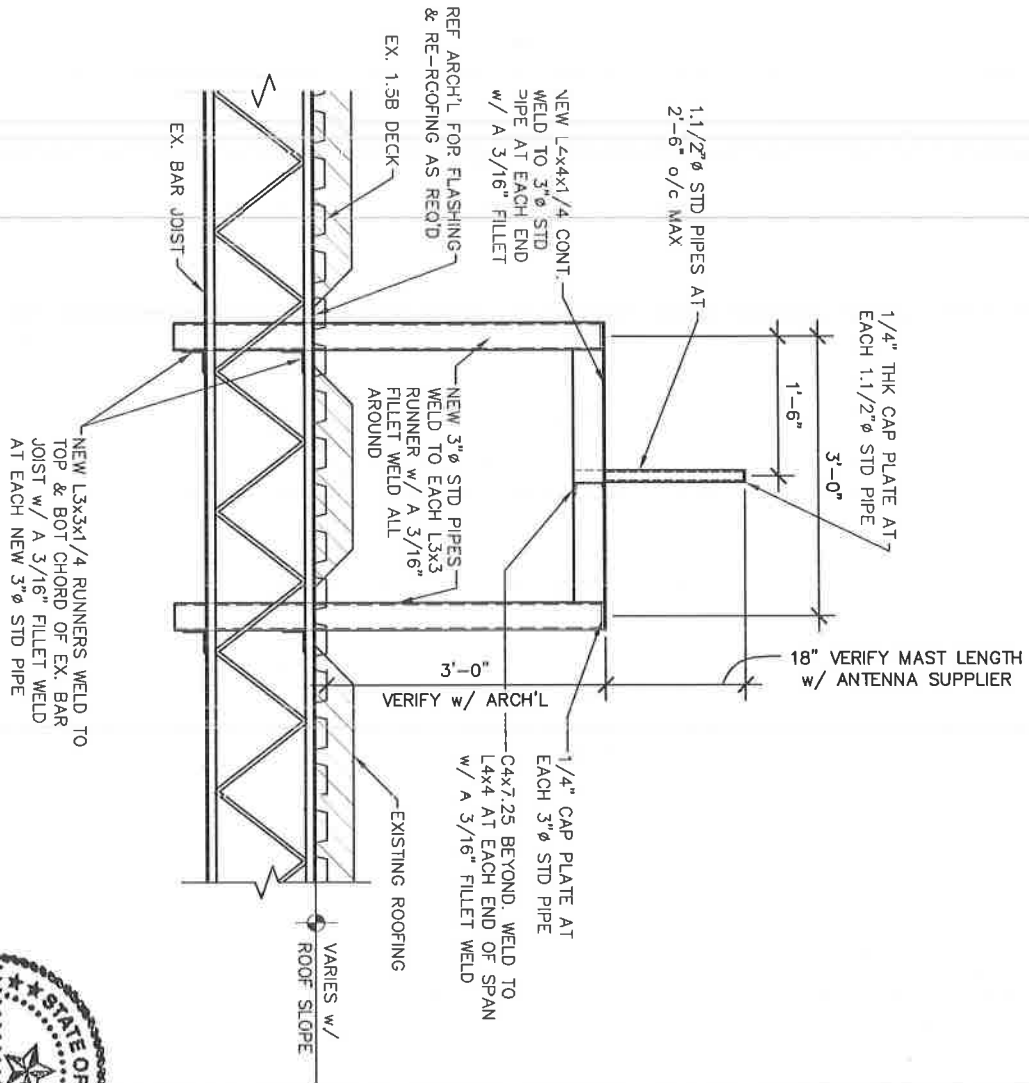


STATE OF TEXAS
ROLANDO R. RUBIANO
86369
LICENSED PROFESSIONAL ENGINEER
7.30.2025

SHEET # SK5	GRA JOB #: 696-236	PROJECT NAME: PORT ARANSAS NEW PUBLIC SAFETY CENTER (POLICE STATION)
	PR-14	TITLE: MEZZANINE ROOF ANTENNA SUPPORT FRAMING DETAIL
	DATE: Page 6 of 10	

GREEN, RUBIANO & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS
1220 WEST HARRISON
HARLINGEN, TEXAS 79551
(956) 426-4461 (956) 426-0287 FAX
FIRM REGISTRATION # F-4145

- NOTES:
1. ALL STRUCTURAL STEEL ANTENNA SUPPORT FRAMING EXPOSED TO THE ELEMENTS SHALL BE HOT DIPPED GALVANIZED (G90) UNLESS NOTED OTHERWISE.

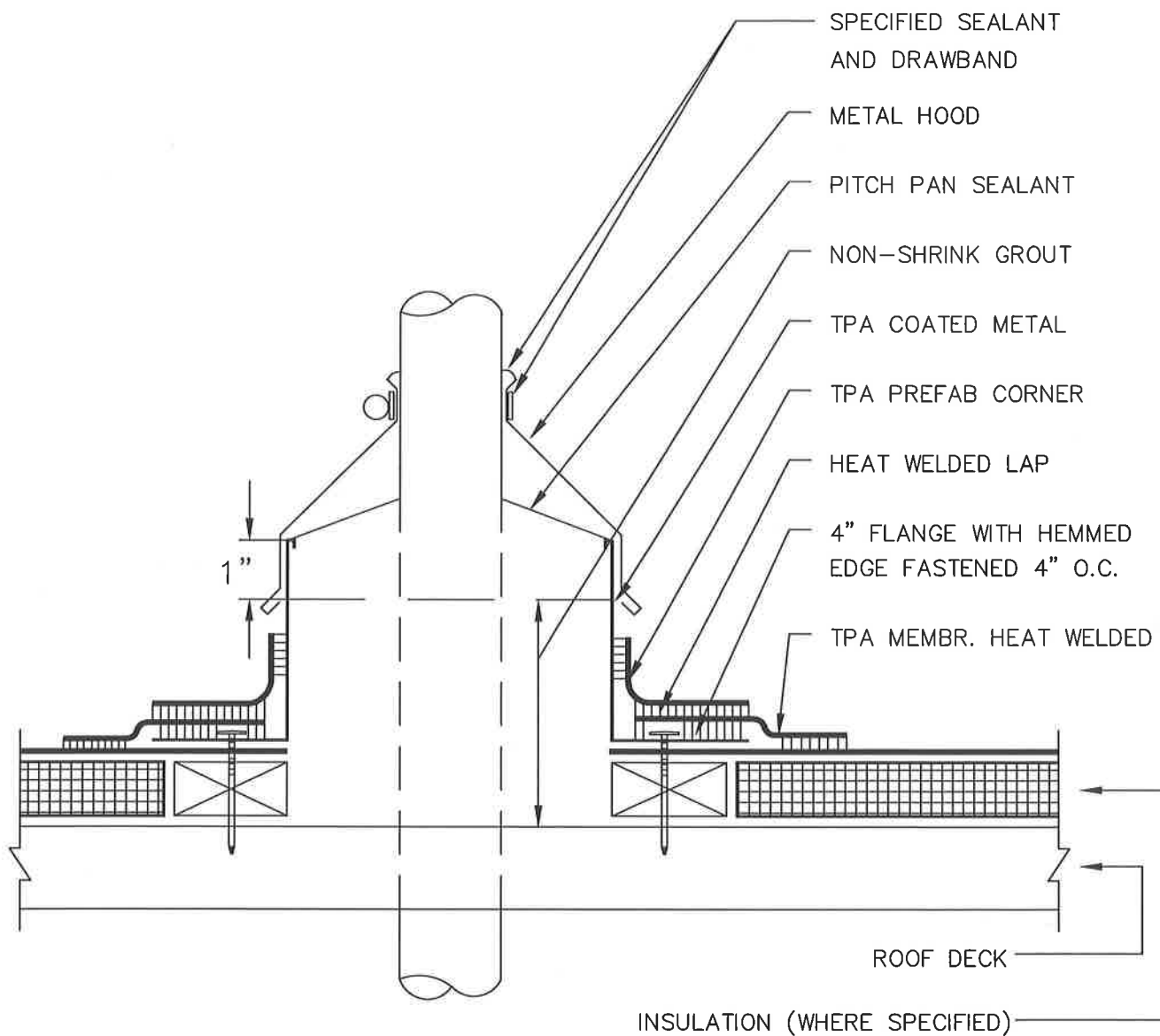


7.30.2025

SHEET # SK6	GRA JOB #: 696-236	PROJECT NAME: PORT ARANSAS NEW PUBLIC SAFETY CENTER (POLICE STATION) TITLE: MEZZANINE ROOF ANTENNA SUPPORT FRAMING DETAIL
	PR-14	
	DATE: 7/30/2025	



GREEN, RUBIANO & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS
1220 WEST HARRISON
HARLINGEN, TEXAS 78551
(956)426-4461 (956)426-0287 FAX
FIRM REGISTRATION # F-4145



NOTES:

1. USE TPA COATED METAL TO FORM PITCH PAN.
2. ALLOW 2" MINIMUM CLEARANCE AROUND THE PROJECTION.
3. TPA PREFABRICATED CORNERS MUST BE USED AT ALL 4 CORNERS

RESOLUTION NO. 2025-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS, APPROVING CHANGE ORDER NO. CO-009 FOR THE PUBLIC SAFETY BUILDING WITH VICTORY BUILDING TEAM IN THE AMOUNT OF \$54,170.00; AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS ASSOCIATED WITH SAID CHANGE ORDER.

WHEREAS, the City Council awarded the New Public Safety Building to Victory Building Team through Resolution 2023-R46; and

WHEREAS, Gignac & Associates, on behalf of Victory Building Team, submitted Change Order No. CO-009 to provide structural steel support framing and roof pitch pan for City-provided roof antennas; and

WHEREAS, City staff has reviewed and presented Change Order No.CO-009, in the amount of \$54,170.00, to the City Council for consideration at its Regular Meeting on Thursday, September 18, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS:

Section 1: The City Council hereby approves Change Order #1 with Victory Building Team in the amount of \$54,170.00. Said Change Order is attached hereto as Exhibit 1.

Section 2: The City Manager is hereby authorized to execute all documents related to Change Order #1.

Section 3: It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED and APPROVED by the Port Aransas City Council, County of Nueces, State of Texas, on this the **18th** day of ***SEPTEMBER, 2025.***

CITY OF PORT ARANSAS, TEXAS

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council
Subject: Presentation by Broaddus & Associates and Del Sol Consulting Regarding Hurricane Harvey Recovery Progress and Project Updates.
Meeting: City Council Regular Meeting - Sep 18 2025
Department: Administration
Staff Contact: David Parsons, City Manager

BACKGROUND INFORMATION:

Broaddus and Associates and Del Sol will provide an update on hurricane related repairs. A report has been provided for review.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

No action - update/informational only.

ATTACHMENTS:

[Port Aransas Projects Status Update 9-18-25 for Council](#)

Port Aransas Projects Status Update 9-18-2025

- 1) **Public Safety** —evidence lockers were received damaged but installed for temporary use. They have been reordered with a 3-month lead time. All 10 detention doors have been received and installed. Final flatwork will commence once temporary facilities are moved. The metal Gas Department building—paving, painting, ceilings, and HVAC work are all in progress.



- 2) **Fire Station** —second floor deflection repair work has started as materials were delivered. 12 of the 16 beams have been strengthened; waiting on the metal work to be delivered for the 4 remaining beams. First floor common area framing in process, rebar work on the trash enclosure pad and generator retaining wall, and grout work on the second floor EMS area and common area staircase ongoing.



- 3) **Gas System** a work directive was issued to Equix and work continues under that directive with daily monitoring reports being completed.

- 4) **Public Works Garage –form boards were removed from around the building and the steel was delivered for the building. Masonry work has started.**



- 5) **Projects Completed to date – 34 projects with 14 projects ongoing (3 temporary facilities being used, 7 for contents, 1 DAC, Fire Station, DPW Garage, and PSB).**
- 6) **Payments Approved to Date -- \$ 85,213,163.51 this includes TDEM match payments**

2017	\$ 2,936,946.36
2018	\$ 1,772,557.97
2019	\$ 13,304,821.84
2020	\$ 10,597,810.11
2021	\$ 10,192,587.09
2022	\$ 17,879,087.91
2023	\$ 11,238,406.71
2024	\$ 13,201,781.97
2025	\$ 4,089,163.55

\$ 85,213,163.51

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action on a Resolution Approving the Hotel/Motel Tax Agreement with the Port Aransas Chamber of Commerce and Tourist Bureau from the City's Occupancy Tax Receipts for the Period Commencing October 1, 2025 and Ending September 30, 2026; Estimated Monthly Disbursement to the Chamber is a Total of 3.25% of the total Hotel/Occupancy Taxes Collected by the City; Directing that such Funds to be Transferred by the City to the Chamber Monthly as Tax Revenues are received by the City; And Authorizing the City Manager to Sign Contract Documents.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: Darla Honea, Finance Director

BACKGROUND INFORMATION:

Staff estimates funds each year during the budget process to be awarded to the Chamber of Commerce for Hotel/Motel Tax. The percentage of HOT funds give to the Chamber of Commerce is 3.25%. The City makes monthly disbursements to the Chamber and wishes to continue to pay those funds on a monthly basis.

FINANCIAL IMPACT:

3.25% HOT funds

POLICY IMPLICATIONS:

The City Council must review the terms of the agreement and vote to approve,

RECOMMENDATION:

Port Aransas City Council motion to approve the Hotel/Motel Tax Agreement with the Port Aransas Chamber of Commerce and Tourist Bureau from the City's Occupancy Tax Receipts for the Period Commencing October 1, 2025 and Ending September 30, 2026.

ATTACHMENTS:

[Resolution 2025-R - HOT Tax - Chamber Funding](#)
[2025-2026 Chamber of Commerce HOT Contract](#)

RESOLUTION NO. 2025-R

A RESOLUTION OF THE PORT ARANSAS CITY COUNCIL APPROVING THE HOTEL/MOTEL TAX AGREEMENT WITH THE PORT ARANSAS CHAMBER OF COMMERCE AND TOURIST BUREAU FOR FROM THE CITY'S OCCUPANCY TAX RECEIPTS FOR THE PERIOD COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; ESTIMATED MONTHLY DISBURSEMENT TO THE CHAMBER IS A TOTAL OF 3.25% OF THE TOTAL HOTEL/OCCUPANCY TAXES COLLECTED BY THE CITY; DIRECTING THAT SUCH FUNDS TO BE TRANSFERRED BY THE CITY TO THE CHAMBER MONTHLY AS TAX REVENUES ARE RECEIVED BY THE CITY; AND AUTHORIZING THE CITY MANAGER TO SIGN CONTRACT DOCUMENTS.

WHEREAS, the City is a Texas home rule municipality which enjoys a relatively large and thriving tourist and convention industry and business, which it seeks to promote for the benefit of the City. The City benefits by the increased economic and development activity, an increase in the ad valorem tax base resulting from the increased development, and increases sales tax and occupancy tax income developed by such tourists and conventioners. The Chamber is a Texas non-profit corporation which is engaged in and has expertise and experience in the business of promoting the tourist and convention business in Port Aransas. The City wants to avail itself of the expertise of the Chamber in the area of tourist and convention business promotion. The City is granted the authority under Section 351.101(c) to delegate to the Chamber the management and supervision of the programs and activities; and

WHEREAS, the City has adopted the provisions of Section 351.105, Texas Tax Code that governs the utilization of occupancy tax revenue. Occupancy tax revenue may only be spent to promote tourism and the convention and hotel industry within the City and specifically for the purposes allowed and provided for under Section 22-67, Port Aransas Code, and Sections 351.105 and 351.101, Texas Tax Code, the provisions of which are incorporated herein for all intents and purposes as if recited verbatim at this point.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS:

Section 1. That the City Council approves entering into an agreement approving The Hotel/Motel Tax Agreement with the Port Aransas Chamber of Commerce and Tourist Bureau for the City's Occupancy Tax Receipts for the Period Commencing October 1, 2025 and Ending September 30, 2026 and attached hereto as Exhibit A.

Section 2. City has agreed to disburse to the CHAMBER a total of 3.25% of the total hotel/occupancy taxes collected by the City. Such funds to be transferred by the City to the Chamber monthly as such tax revenues are received by the City.

Section 3. The City Council hereby authorizes the City Manager to sign contract documents relative to this contract.

Section 4. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

PASSED and **APPROVED** by the Port Aransas City Council, County of Nueces, State of Texas, on this **18th** day of **SEPTEMBER, 2025.**

CITY OF PORT ARANSAS, TEXAS

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary



HOTEL/MOTEL TAX FUND AGREEMENT

Port Aransas Chamber of Commerce & Tourist Bureau

FISCAL YEAR 2025-26

Article I. Parties

The parties to this Contract are The City of Port Aransas, a Texas Home Rule Municipality, hereinafter called "CITY," and The Port Aransas Chamber of Commerce, a Texas Non-Profit Corporation, hereinafter called the "CHAMBER."

Article II. Consideration

For and in consideration of the mutual covenants, conditions and stipulations herein set forth, the City and Chamber hereby covenant and agree as follows:

Article III. Purpose, Authority and Stipulations

The City is a Texas home rule municipality which enjoys a relatively large and thriving tourist and convention industry and business, which it seeks to promote for the benefit of the City. The City benefits by the increased economic and development activity, an increase in the ad valorem tax base resulting from the increased development, and increases sales tax and occupancy tax income developed by such tourists and conventioners. The Chamber is a Texas non-profit corporation which is engaged in and has expertise and experience in the business of promoting the tourist and convention business in Port Aransas. The City wants to avail itself of the expertise of the Chamber in the area of tourist and convention business promotion. The City is granted the authority under Section 351.101(c) to delegate to the Chamber the management and supervision of the programs and activities which are the subject of this Contract.

Article IV. Occupancy Tax Law

The City has adopted the provisions of Section 351.105, Texas Tax Code that governs the utilization of occupancy tax revenue. Occupancy tax revenue may only be spent to promote tourism and the convention and hotel industry within the City and specifically for the purposes allowed and provided for under Section 22-67, Port Aransas Code, and Sections 351.105 and 351.101, Texas Tax Code, the provisions of which are incorporated herein for all intents and purposes as if recited verbatim at this point.

Article V. Use of Funds

Any and all monies, if any, which the City grants to the Chamber are and shall be occupancy tax revenues. None of said monies shall be spent by the Chamber for any purpose not allowed by the aforesaid City Code provision and statutes, and in particular, said funds may be spent only to conduct solicitation programs, to acquaint potential users with meeting and convention facilities and to promote tourism in the City and its vicinity in accordance with the provisions of Section 351.101(a)(3), Texas Tax Code, and more particularly for the purposes and in the amounts stated in the Chamber budget for fiscal year 2021-2022 [which fiscal year is the same as that of the City] provided to the City by the Chamber and approved by the City Council of the City, which is incorporated herein by reference as if recited verbatim at this point.

Article VI. Fund Use Controls

Section 6.01 *Separate Account.* The Chamber must maintain all revenue granted to it by the City in a separate account and may not commingle that revenue with any other money or maintain it in any other account, as required by Section 351.101(c), Texas Tax Code.

Section 6.02 *Maintenance of Records.* The Chamber must maintain complete and accurate financial record of each and all expenditures of the occupancy tax revenue made by the Chamber, as required by Section 351.101(e), Texas Tax Code, and said records shall be maintained in a form approved by the City. The Chamber will record expenditures on a monthly basis in separate accounts, according to the budget approved by the City.

Section 6.03 *Access to Records.* At the request of the City Council of the City, the City Manager or other authorized agent of the City, the Chamber shall make its records available to the City for inspection, review and copying, as required by Section 351.101(e), Texas Tax Code. All records handling and utilization of the occupancy tax revenues which are granted to the Chamber under this Contract, are open records subject to the Texas Open Records Act, and the Chamber covenants and agrees that it will immediately advise the City upon receipt of any request made for such records and will fully cooperate with and assist the City to facilitate compliance with the Texas Open Records Act.

Section 6.04 *Reports and Audit.* The Chamber will provide, within ninety (90) days after the end of its fiscal year, an independent audit for such expenditures indicating expenditures under this Contract for the fiscal year ending December 31, 2025, as required by Section 351.101(c), within thirty (30) days after the end of each fiscal quarter, throughout the term hereof, the Chamber will furnish the City a performance report of its work under this Contract, during the immediately preceding quarter, in a form determined by the City Manager of the City and which shall reflect, by way of illustration and not limitation, a list of all expenditures, overall activity, meetings, conventions and conferences conducted and attended, number of personnel employed and their general duties, and copies of literature produced, as well as a description of direct mailings in the last quarter, and similar information.

Article VII. AGREEMENT TO FUND

City has agreed to disburse to the CHAMBER a total of three (3.25%) percent of the total hotel/occupancy taxes collected by the City. The City will distribute funds on a monthly basis at the rate of three (3.25 %) percent of collections.

Article VIII. MISCELLANEOUS

Section 8.01 Contractual Liability Disclaimer. In no event shall the City be liable for any contracts whatever made by the Chamber with any person, firm, corporation or governmental body, other than those which may be made between the City and the Chamber.

Section 8.02 General Liability Disclaimer. In no event shall the City be liable for any damages, injuries, or losses charged to or adjudged against the Chamber arising from its operations, use or maintenance of facilities or funds.

Section 8.03 Termination. If either party materially breaches this agreement, the other party may terminate this Contract upon thirty (30) days’ notice, which notice shall be deemed given as of the deposit date in U.S. certified mail, properly stamped and addressed, for the delivery to City at 710 W. Avenue A, Port Aransas, Texas 78373-4128, and to the Chamber at 403 W. Cotter, Port Aransas, Texas 78373.

Section 8.04 Severance. If, for any reason, any section, paragraph, subdivision, clause, phrase, word or provision of this Contract shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision on this Contract, for it is the definite intent of the parties hereto that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section 8.05 Insurance. The Chamber shall secure and maintain in effect at all times Directors and Officers insurance for its directors, officers and agents covering the City as an additional insured. Coverage shall be in the amount of \$1,000,000.00.

Approved by the Port Aransas City Council via Resolution No. 2025-R

EXECUTED in duplicate originals, effective this the 18th day of SEPTEMBER, 2025.

CITY OF PORT ARANSAS, TEXAS

**PORT ARANSAS CHAMBER OF
COMMERCE & TOURIST BUREAU**

City Manager David Parsons

President/CEO Brett Stawar

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action on Resolution Adopting the 2025 Fee Schedule; Approving Amendments to Short Term Rental Registration fees And Providing for Severance and Setting Effective Date.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: David Parsons, City Manager

BACKGROUND INFORMATION:

The Code of Ordinances states that the City Council must review all city fees for approval for services if needed. Council has requested that the Short Term Rental Registration fees Beginning with the 2026 registration fees be adjusted.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

The City Council must review and approve fees to be collected for providing a city service.

RECOMMENDATION:

Port Aransas City Council motion to Adopt the 2025 Fee Schedule; Approving Amendments

ATTACHMENTS:

[Resolution 2025-R - Amending Fee Schedule - September 2025](#)
[2025 Fee Schedule Sept 2025](#)

RESOLUTION NO. 2025-R

A RESOLUTION OF THE PORT ARANSAS CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS ADOPTING THE 2025 FEE SCHEDULE; APPROVING AMENDMENTS TO SHORT TERM RENTAL REGISTRATION FEES; AND PROVIDING FOR SEVERANCE AND SETTING EFFECTIVE DATE.

WHEREAS, in accordance with the Code of Ordinances of the City of Port Aransas the City Council reviews fees for services each year and sets new fees as needed; and

WHEREAS, Staff presented proposed fee adjustments to the short term rental registration fees.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS:

Section 1. The Short Term Rental Registration fees are hereby increased with the effective date for the 2026 calendar year registration.

Section 2. The Port Aransas City Council, having reviewed and discussed the proposed changes as presented hereby approves the Said 2025 Fee Schedule.

Section 3. This Fee Schedule with approval date of September 18, 2025, shall become effective immediately and is attached hereto as **EXHIBIT 1.**

Section 7. Any previously adopted Fee Schedule Resolution, and any subsequent amendments, which conflict with this Resolution, is hereby repealed.

Section 8. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED and ADOPTED at a meeting of the Port Aransas City Council on this the 18th day of **SEPTEMBER, 2025.**

CITY OF PORT ARANSAS, TEXAS

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary

CITY OF PORT ARANSAS
2025 Fee Schedule
Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
ADMINISTRATIVE		
Credit Card Convenience Fee for In Person/Phone Charges	3% of Total	
Returned check charge	\$30.00	
AIRPORT		
Vehicle parking/calendar year	\$500.00	
Aircraft reserved parking/calendar year	\$600.00	
Aircraft tie-down/transient parking	\$10.00/night per engine	\$25.00/night per engine for Turbo or Jet Engine
Aircraft tie-down/transient parking non-payment fine	\$10.00	Pilot owes nightly fee(s) plus \$10.00 fine
Commercial Operations		Rates do not include aircraft parking fees
Local Business Commercial Operations - Monthly Fee	\$100.00	Fee waived if \$100 worth of fuel is purchased within the month
Transient Commercial Operations - Daily Rate	\$50.00	Fee waived if \$100 worth of fuel is purchased during the day.
ALCOHOLIC BEVERAGE PERMIT/LICENSE		
ANIMAL CONTROL SERVICES		
License - Required Fee Tag - Annual		
Unaltered	\$10.00	
Altered	\$5.00	
Duplicate License Fee	\$1.00	
Impoundment Fee		Fee may be waived by City Manager or designee
1st	\$25.00	
2nd and subsequent impounds	\$50.00	within 12 months of 1st Impoundment
Micro Chip	\$25.00	
Deposit for dogs or cats not spayed or neutered	\$25.00	Fee shall be paid at City Hall
Daily Fee	\$10.00	Daily Fee
Quarantine	\$10.00	Daily Fee
Adoption		Fee may be waived by City Manager or designee
Dog	\$50.00	
Kitten	\$10.00	
Surrendered		
Dog	\$40.00	
Puppy or Cat	\$40.00	
Kitten	\$40.00	
Euthanasia (Surrendered) - Less than Fifty Pounds	\$50.00	
Euthanasia (Surrendered) - Fifty Pounds or More	\$100.00	
BEACH		
Beach Parking Permit - Annual Calendar Year	\$12.00	
Beach Events		
Small Event - Permit Fee	\$50.00	
Small Event - Clean up Deposit	\$200.00	
Large Event - Permit Fee	\$200.00	
Large Event - Security Deposit	\$1,000.00	
Bonfires (Fires) Permit	\$100.00	Issued by Police Department
BUILDING & DEVELOPMENT		
Contractor License Fees		
General Contractor to include concrete, swimming pool, road, roofing, sign etc.	\$100.00	Plus Certificate of Liability or \$5,000.00 Surety Bond

CITY OF PORT ARANSAS

2025 Fee Schedule

Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Master Electrician	No Charge	Plus State License, Electrical Contractor License & Certificate of Liability Insurance
Master Sign Electrician	No Charge	Plus State License, Electrical Contractor License & Certificate of Liability Insurance
Master Plumber	No Charge	Plus State License & Certificate of Liability Insurance
Irrigation Contractor	No Charge	Plus State License & Certificate of Liability Insurance
Mechanical Contractor License	No Charge	Plus State License & Certificate of Liability Insurance
Fire Protection Contractor	No Charge	Plus State License & Certificate of Liability Insurance
Building Permit Fees		
Permit Administration Fee	\$25.00	included on all permits.
Minimum Permit Fee	\$75.00	
Commercial. Construction valuation shall be no less than 75% of the square foot construction cost as published in the most recent building valuation data publication by the International Code Council.		Commercial Facilities - Day Care and Foster Homes require Health Department Inspections
\$101.00 to \$5,000	\$12.00/\$1,000	
\$5,001 to \$500,000	\$6.00/\$1,000	
\$500,001 and over	\$2.00/\$1,000	
Residential Single Family	.98 per sq.ft.	
Plan Review		
Residential Review	<1500 sq.ft. \$250 , 1501 - 2500 \$300, > 2500 \$375 \$150 per add'l	Adjusts cost of review work based on size of residential structure. May be collected when application is submitted.
Residential Review Surcharge	Bedrooms+Bathrooms > 5	Adjusts for additional review work. Allows for 1/2 room increments i.e 1/2 Bath \$7. May be collected when application is submitted.
Commercial	\$150.00	
House Moving Permit	\$200.00	
Mfg. Home Move & Setup Permit	\$200.00	
Fence Permit	Must be \$0 per IBC rules	
Sign Permit	\$75.00	
Swimming Pool Permit	\$275.00	All Commercial Pools require Health Department Inspection
Re-Inspection Fee	\$75/\$100/\$150	\$75 for first occurrence, \$100 for 2nd, \$150 for 3rd and thereafter
Driveway or Parking Lot Permit	Same as building fee schedule	
Residential Driveway Approach For Drainage Tile	Building Permit Required	
Commercial Driveway Approach For Drainage Tile	Building Permit Required	
Certificate of Occupancy (New Tenant/Change of Use)	\$50.00	Requires a fire marshal inspection
Plats		
Preliminary	\$350 + \$15 per lot	Plus actual engineering costs
Final	\$350 + \$15 per lot	Plus actual engineering and post final plan reviews of development fees and any actual mailing costs.
Minor Plat/Amending Plat	\$250.00	Plus actual engineering costs and any actual mailing costs
Civil Plan Review	\$350.00	Plus actual engineering costs.
Zoning Request Change	\$350.00	Plus actual mailing costs
Special Use Permit Request	\$350.00	Plus actual engineering costs & actual mailing costs
Board of Adjustments & Appeals Request	\$350.00	Plus actual engineering costs & actual mailing costs
Street Closing Request	\$350.00	Plus actual engineering costs & actual mailing costs.
Alley Closing Request	\$350.00	Plus actual engineering costs & actual mailing costs.
Beachfront Construction Certificate	\$85.00	
Dune Permit (area only includes that within dune protection area)	\$350.00	Plus actual engineering costs, includes Beachfront Construction Certificate when applicable.

CITY OF PORT ARANSAS
2025 Fee Schedule
Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Permit Research	\$22.00/hour	
Commercial Drainage Review	\$50.00	Plus actual engineering costs.
Park Dedication Fee	\$787.66	Per each dwelling or accessory dwelling unit.
Electrical Permit Fees		
Electrical work in New Construction & Substantial Improvements	\$0.12/per sq. ft.	Residential Construction
Electrical work in New Construction & Substantial Improvements	\$0.10/per sq. ft.	Commercial & Multi-Family
Electrical General Work	\$75.00	i.e. Minor Remodel/Repairs, etc. Assumes 1 inspection. Add'l inspections @ \$75/ea.
Electrical for Pool	\$25.00	Electric work associated with swimming pool permit
Mechanical Permit Fees		
Mechanical General Work	\$75.00	i.e. Remodel, Changeouts. Assumes 1 inspection. Add'l inspections @ \$75.00
Mechanical work in New Construction & Substantial Improvement	\$.06 per sq. ft.	Residential Construction
Mechanical work in New Construction & Substantial Improvement	\$0.10 per sq. ft.	Commercial and Multifamily Construction
Plumbing Permit Fees		
Plumbing work in New & Substantial Improvements	\$0.10 per sq. ft.	Residential Construction
Plumbing work in New & Substantial Improvements	\$0.10 per sq. ft.	Commercial & Multi-Family
Plumbing General Work	\$75.00	i.e. Minor Remodel/Repairs, etc. Assumes 1 inspection. Add'l inspections @ \$75/ea.
Plumbing for RV Spaces	\$25.00 each	
Plumbing For Pool	\$75.00	Plumbing work associated with swimming pool permit
Street Fees		
Street Boring	\$75.00	
Street Cut	\$75.00	
Printing Fees		
Large Format maps	\$2.00/linear feet	New Service
Short Term Rental		
Annual Registration: Beginning for 2026 Registration		
Efficiency, 1 & 2 Bedroom	\$250.00	Calendar yr., no proration. 1 inspection incl.
3, 4, & 5 Bedroom	\$500.00	Calendar yr., no proration. 1 inspection incl.
6, 7, & 8 Bedroom	\$750.00	
9 Bedrooms +	\$750.00 + \$100.00 for each bedroom past 8 bedrooms	Calendar yr., no proration. 1 inspection incl.
Hotels	\$1,500.00	Calendar yr., no proration. 1 inspection incl.
Fire Inspection Fees		
Fire Sprinkler Plan Review	\$375.00	
Fire Access and Code Compliance Plan Review	\$75.00	Civil, Platting, etc.
Building Plan Fire Review	\$300.00	
Fire Alarm Plan Review	\$300.00	
Underground Fire Main Plan Review	\$150.00	
Hood Suppression Plan Review	\$250.00	
Underground Hydro Test	\$150.00	
Aboveground Hydro Test or Re-inspection	\$150.00	
Building Fire Final (for C of O)	\$150.00	
Fire Final re-inspection	\$75.00	
Underground Hydro Re-inspection	\$100.00	
Hood Suppression acceptance or re-inspection	\$100.00	
Fire Alarm Final or Re-inspection	\$75.00	
Sprinkler Sys Final or Re-inspection	\$75.00	

CITY OF PORT ARANSAS
2025 Fee Schedule
Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Annual Fire Inspection or Re-Inspection	\$75.00	
Consultation rate other (hourly; min 1hr)	\$25.00	
CEMETERY, ROYAL PALM		
Cemetery Plot	\$500.00	
Perpetual Care	\$300.00	One-time charge for each Cemetery Plot
Veterans/First Responders	\$250.00	If killed in the line of duty no cost.
EMERGENCY MEDICAL SERVICES		
		Medical services, other than or in addition to an examination or Minor First Aid, are rendered a fee plus a reasonable charge for the drugs, medicine & medical supplies expended or used in the provision of the service.
Medical Services: At the Scene - No Transport	\$250.00	
Medical Services: Transport via Ambulance (BLS)	\$1,400.00	
Supplies (All inclusive)	\$350.00	
Medical Services: Transport via Ambulance (ALS1)	\$1,600.00	
Medical Services: Transport via Ambulance (ALS2)	\$1,800.00	
Supplies (All inclusive)	\$450.00	
Oxygen	\$150.00	
Transport via Ambulance	\$24.00 per loaded mile	Charge per mile traveled from the point where the individual is picked up to the point where the individual is taken in addition to any other charges.
Discount -City Resident or Person responsible for payment if they are City Resident.	25%	Proof of Residency Required. No discount on drugs, medicine or medical supplies used upon request.
FACILITY RENTAL		
Civic Center - Private Events		Contract Required
Residents/Non-Residents	\$750.00	
Security Deposit	\$200.00	
Daily Cleaning Deposit (refundable)	\$150.00	
Key Deposit	\$25.00	
Civic Center - Commercial Events		Contract Required
Residents/Non-Residents	\$750.00	
Security Deposit	\$200.00	
Daily Cleaning Deposit (refundable)	\$150.00	
Key Deposit	\$25.00	
Civic Center - Non-Profits		Contract Required
Residents	\$500.00	
Non-Residents	\$500.00	
Security Deposit	\$200.00	
Daily Cleaning Deposit (refundable)	\$150.00	
Port Aransas Fire Auxiliary & EMS Auxiliary, Police Foundation	Exempt	
Key Deposit	\$25.00	
Civic Center Kitchen	\$100.00	Contract Required
Security Deposit	\$200.00	
Daily Cleaning Deposit (refundable)	\$200.00	
Community Center- Private Events		Contract Required
Basic Daily Fee	\$400.00	
Daily Cleaning Deposit (refundable)	\$150.00	
Security Deposit	\$100.00	
Key Deposit	\$25.00	
Community Center - Commercial Events		Contract Required
Basic Daily Fee	\$400.00	
Daily Cleaning Deposit (refundable)	\$150.00	

CITY OF PORT ARANSAS
2025 Fee Schedule
Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Security Deposit	\$100.00	
Key Deposit	\$25.00	
Community Center - Non-Profits		
Basic Daily Fee	\$250.00	
Daily Cleaning Deposit (refundable)	\$150.00	
Port Aransas Fire Auxiliary, EMS Auxiliary, Police Foundation	Exempt	
Security Deposit	\$100.00	
Key Deposit	\$25.00	
Facilities at Robert's Point Park/Marina		* See Marina section of this fee schedule
Hiring of City Employees	OT Rate	Overtime hourly rate + benefits
GOLF CARTS		
Registration and License Plate Fee - Calendar Year	-	
Residents	\$50.00	
Non-Residents	\$100.00	
Replacement Fee	\$25.00	
HARBOR		*See Marina
JUNK AND SALVAGE YARDS		
License - annual (calendar year)	\$2,000.00	Initial and subsequent renewals, per calendar year.
LIBRARY FEES		
Late Fees/Charges		
Books - Daily (\$5.00 Limit)	\$0.10	
Videos - Daily (\$5.00 Limit)	\$0.50	
Mailing Fee - Return of Interlibrary Loan Item	\$2.75	
Non-Texas Resident Card Fee	\$10.00	Complimentary cards may be issued to non-resident City of Port Aransas employees, students and faculty of the Port Aransas School District and the University of Texas Marine Science Institute
Library Card - Replace lost or stolen card	\$1.00	
Copies		
Black & white/each	\$0.15	
Color Copy/Each	\$0.50	
Fines/Fees		
Remarking Fee	\$5.00	
Damaged items	\$5.00	
Lost Items	Replacement Cost	As determined by Library Director
Damaged beyond repair	Replacement Cost	As determined by Library Director
MARINA		
Commercial Activity Permit - Annual Fee	\$350.00	
Dock Boxes - Monthly Rental Fee	\$10.00	
Dock Charges/Slip Rates - Commercial/Shrimp		
Boats up to 50 feet/month	\$216.00	
Boats over 50 feet/month	\$270.00	
Access to water lines/month	\$20.00	
Crane Pad/Slab Use/month	\$25.00	
Dock Charges/Slip Rates - Fixed Docks		
Boats up to 20 feet/quarter	\$337.50	
Boats up to 30 feet/quarter	\$506.25	

CITY OF PORT ARANSAS
2025 Fee Schedule
Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Boats up to 40 feet/quarter	\$675.00	
Boats up to 50 feet/quarter	\$843.75	
Boats over 50 feet/quarter	\$5.63/foot x 3 months	
Dock Charges/Slip Rates - Floating Docks		
Boats up to 30 feet/quarter	\$1,050.00	
Boats up to 40 feet/quarter	\$1,400.00	
Boats up to 50 feet/quarter	\$1,750.00	
Boats up to 60 feet/quarter	\$2,100.00	
Boats over 60 feet/quarter	\$3,150.00	
Dock Charges/Transient Slip Rates - Fixed Docks		
Boats up to 20 feet/month	\$180.00	
Boats up to 30 feet/month	\$270.00	
Boats up to 40 feet/month	\$360.00	
Boats up to 50 feet/month	\$450.00	
Boats over 50 feet/month	\$9.00/foot	
Dock Charges/Transient Slip Rates - Floating Docks		
Boats up to 30 feet/month	\$337.50	
Boats up to 40 feet/month	\$450.00	
Boats up to 50 feet/month	\$562.50	
Boats up to 60 feet/month	\$675.00	
Boats over 60 feet/month	\$11.26/foot	
Dock Charges/Slip Rates - Floating Docks w/ Boat Lift		
Boats up to 30 feet/quarter	\$1,500.00	Includes Electric
Dock Charges/Slip Fees - Daily w/or w/o electricity		
Boats up to 20 feet/day	\$30.00	
Boats up to 30 feet/day	\$36.00	
Boats up to 40 feet/day	\$48.00	
Boats up to 50 feet/day	\$72.00	
Boats over 50 feet/day	\$1.62/foot	
Bulkhead Dock Charges/Slip Fees - Daily w/or w/o electricity		
Boats up to 20 feet/day	\$27.00	
Boats up to 30 feet/day	\$32.40	
Boats up to 40 feet/day	\$43.20	
Boats up to 50 feet/day	\$64.80	
Boats over 50 feet/day	\$1.46/foot	
Electricity Fees		Monthly rate plus (+) usage by KWH
Monthly Flat Rate - Maintenance Fee	\$5.00	
Facility/Equipment Rentals		Signed Contract required
Police Foundation	Exempt	
Main Pavilion/day	\$200.00	
Main Pavilion/half day	\$100.00	
Main Pavilion (Non-profit)/day	\$125.00	
Main Pavilion (Non-profit)/half day	\$62.50	
Marina Facility Deposit (Refundable)	\$400.00	
Harbor Master 2nd floor events room/day	\$350.00	
Harbor Master Non-Profit Rental 2nd floor events room/day	\$200.00	
Harbor Special Event Permit Fee/per event	\$50.00	
Sound System/day	\$35.00	
Tent - 40' x 60' = 1st Day	\$600.00	

CITY OF PORT ARANSAS

2025 Fee Schedule

Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Tent - 40' x 60' = Each Subsequent Day(s)	\$150.00	
Late payment charge for balances greater than 30 days	5% of outstanding Billed Amount of anything over \$100. balances under \$100 charged no fee	
Live-aboard Fee		
Based on 2 person occupancy/month	\$100.00	
Each occupant over 2/month	\$35.00	
Harbor Master Key Access Cards Refundable Deposit	\$10.00	
Harbor Master Key Access Cards Replacement	\$10.00 fee	
Special Event Permits 18-189 (based on space used and duration)		To be determined by the Harbor Master
MUNICIPAL COURT		
Municipal Court Technology Fee	State Fee	
OIL DRILLING		
Drilling Permit	\$1,500.00	Application Filing Fee - cash or cashier's check payable to the city. Credit is not transferable. None of the filing fee shall be returned to the applicant after a permit has been issued and accepted by applicant
Drilling Permit - Amended	\$500.00	Holder of an unexpired and unused drilling permit may upon application and payment of a service charge obtain an amended drilling permit from the building official for the purpose of changing the surface location from a regular or irregular location to another regular location.
Seismic Surveys	\$500.00	No geophysical work employing underground explosives permitted anywhere at any time within the city limits. Other geophysical systems employing the "thumper", "vibroiseis" and other techniques not employing explosives will be permitted upon proper application and the payment of the application fee.
Well - Annual Inspection Fee	\$300.00	Fee per well, due and payable during the month of January of each calendar year.
Abandoning a well	\$200.00	If an intent to plug and abandon a well has been filed with the Licensing Official prior to January 31st, but which abandonment may not have been completed by January 31st, payment of a fee for that well shall be excused provided such well is finally plugged and abandoned in accordance with the article prior to March 1st of that same year. A new well on which drilling operations are in progress on the 31st day of January shall be exempt from the fee for the remainder of that calendar year.
PARKS AND RECREATION		
Swimming Pool - Daily Admission Fees		
2 yrs and under	FREE	
Youth 3-17	\$1.00	
Adult 18 - 59 yrs.	\$2.00	
Adult 60 yrs. +	\$1.00	
Fitness Classes	Pool entry + \$1	
Military, PAISD Teachers/Students discount	\$1.00	Must show valid ID Free entry for City Staff
Multi-Use Pool Passes		
Ten (10) Visit Punch Card	\$15.00	
3 Month Pass	\$65.00	
6 Month Pass	\$100.00	
Annual Pass	\$180.00	
Child & Senior	50% Off	
Family Pass - 3 Month Pass	\$100.00	Includes all those living in the same household
6 Month Pass	\$175.00	Includes all those living in the same household
Year	\$250.00	Includes all those living in the same household
Pool Rental		
Private Pool Rental (2 hours - 50 people)	\$200.00	includes small picnic shelter located next to pool
Private Pool Rental- Non-profit (2 hours - 50 people)	\$100.00	includes small picnic shelter located next to pool

CITY OF PORT ARANSAS

2025 Fee Schedule

Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Private Pool Rental - Additional hour (maximum one hour)	\$100.00	At the discretion of Parks & Recreation Director and/or Pool Manger; includes small picnic shelter located next to pool
Location and Facility Rentals		Fees refer to private use of the location or facility. This fees can be waived or discounted at the discretion of the Parks and Rec Director with permission from the City Manager.
Roberts Point Park		
Ship Point	\$50.00	per day, plus one time refundable cleaning deposit per occurrence
Chili Field	\$500.00	per day, plus one time refundable cleaning deposit per occurrence
Soccer Field	\$500.00	per day, plus one time refundable cleaning deposit per occurrence
Small Pavilion - 1 to 4 hours only	\$50.00	per day, plus one time refundable cleaning deposit per occurrence
Small Pavilion - 5 - 24 hours	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Patsy Jones Amphitheater	\$200.00	per day, plus one time refundable cleaning deposit per occurrence
Basketball Court	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Sand Volleyball Court	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Bocce Ball Court (1)	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Horseshoe Courts (3)	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Shuffleboard Courts (1)	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Port Aransas Community Park (RESERVING ENTIRE FACILITY)		
Small Picnic Shelter - 1 to 4 hours only	\$50.00	per day, plus one time refundable cleaning deposit per occurrence
Small Picnic Shelter - 5 - 24 hours	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Dog Park	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Skate Park	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Basketball Court	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Disc Golf Course (9 holes)	\$50.00	per day, plus one time refundable cleaning deposit per occurrence
Pickleball Courts (5)	\$200.00	per day, plus one time refundable cleaning deposit per occurrence
T-Ball Field - League Exempt	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Little League Field - League Exempt	\$200.00	per day, plus one time refundable cleaning deposit per occurrence
Baseball Field - League Exempt	\$300.00	per day, plus one time refundable cleaning deposit per occurrence
Clark Practice Field - League Exempt	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Concession Stand - League Exempt	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Field Lights	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Announcer Booth / Scoreboard	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Jerry McDonald Field		
Field Only - League Exempt	\$200.00	per day, plus one time refundable cleaning deposit per occurrence
Concession Stand - League Exempt	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Field Lights - League Exempt	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Scoreboard - League Exempt	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Nature Preserve, Birding Center, Wetland Park, Paradise Pond		
Port Street Pavilion - 1 to 4 hours only	\$50.00	per day, plus one time refundable cleaning deposit per occurrence
Port Street Pavilion - 5 - 24 hours	\$100.00	per day, plus one time refundable cleaning deposit per occurrence
Viewing Platform/ Tower - 1 to 4 hours only	\$25.00	per day, plus one time refundable cleaning deposit per occurrence
Viewing Platform/ Tower- 5 - 24 hours	\$50.00	per day, plus one time refundable cleaning deposit per occurrence
Old Town Square		
Park	\$500.00	per day, plus one time refundable cleaning deposit per occurrence
Marlin Academy Afterschool Program		
1st Child	\$125.00	per student/ per month
Each Additional Child - Same Family	\$62.50	per student/ per month
Scholarship Fee	\$31.25	Based on household income; qualification approved by Director
Children of Port Aransas Independent School District (PAISD) Employee	FREE	Must be parent or legal guardian and currently employed with PAISD
Children of City of Port Aransas City (COPA) Employees	FREE	Must be parent or legal guardian and currently employed with COPA
Camp Marlin		
Tuition Fee - 1st Child	\$200.00	per student/ per week
Tuition Fee - Each Additional Child - Same Family	\$100.00	per student/ per week
Scholarship Fee	\$50.00	Based on household income; qualification approved by Director
Children of Port Aransas Independent School District (PAISD) Employee	FREE	Must be parent or legal guardian and currently employed with PAISD
Children of City of Port Aransas City (COPA) Employees	FREE	Must be parent or legal guardian and currently employed with COPA
Event Camps		
1st Child	\$25.00	Special Day/ Night/ Event Camps aka Day Camp or Parent Night Out Free for City Staff per student/ per event

CITY OF PORT ARANSAS

2025 Fee Schedule

Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Each Additional Child - Same Family	\$25.00	Free for City Staff per student/ per event
Children of Port Aransas Independent School District (PAISD) Employee	FREE	Must be parent or legal guardian and currently employed with PAISD
Children of City of Port Aransas City (COPA) Employees	FREE	Must be parent or legal guardian and currently employed with COPA
Afterschool Youth Clubs		
Tuition Fee	\$20.00	FREE to those already enrolled in Marlin Academy Afterschool Program. Various gatherings with expert instruction. All supplies provided. One to twelve gatherings per club.
Children of Port Aransas Independent School District (PAISD) Employee	FREE	Must be parent or legal guardian and currently employed with PAISD
Children of City of Port Aransas City (COPA) Employees	FREE	Must be parent or legal guardian and currently employed with COPA
Admission Fees		
Drop in Fee	\$5.00	Used when an attendee wants to participate in a program, activity, club or series one time only.
Program, Activity, Club Fee	\$15.00	Various gatherings with instruction, such as but not limited to, fitness classes, card/games, dancing, instrumental, etc. None to minimal supplies provided. One to twelve gatherings per program, activity or club.
Series Fee	\$35.00	Various gatherings with expert instruction, such as but not limited to, fitness classes, card/games, dancing, instrumental, etc. All supplies provided. One to twelve gatherings per series.
Small Event Admission Fee	\$10.00	One time hosted gathering with anticipated attendance of 50 or less
Large Event Admission Fee	\$20.00	One time hosted gathering with anticipated attendance of 51 or more
Additional Fees		
Road Closures Fee	\$100.00	
Special Event Permit Application Fee	\$50.00	
Refundable Cleaning Deposit	\$200.00	per occurrence - fees for any damages including staff time will be removed from deposit or additional fees may be required.
Vendor Fee	\$25.00	per day. Refers to Parks and Rec hosted programs or event only.
Late Tuition Payment Fee	\$10.00	Marlin Academy tuition is due by the 5th of each month. A five (5) day grace period is allowed; however, payments received after the 10th will be considered late.
Late Student Pickup Fee	\$2.00	Each camp, event or club has a 5 minute grace period for pick up. After the 5 minute grace period a two dollar (\$2.00) per minute, per student late fee will be charged.
POLICE DEPARTMENT		
Copies		
Standard Paper (11-1/2 x 11)	\$0.10	
Document DVD	\$1.00	
Video DVD	\$3.00	
Audio 911 DVD/CD	\$1.00	
Oversized Paper (11-1/2 x 17)	\$0.50	
Traffic Accident Report	\$6.00	
Body Cam – Recording responsive to specific request	\$10.00	
Body Cam per minute charge (round to nearest minute)	\$1.00	
Labor for Open Records Requests	\$15.00	Up to 15.00 per hour per AG Cost Estimator
Parade Permits	\$25.00	Fees may be waived for local civic groups
PORT STREET PARKING LOT		
Parking Fees		
0-2 Hours	\$3.00	
2-6 Hours	\$7.00	
6-12 Hours	\$12.00	
12-24 Hours	\$17.00	
24-48 Hours	\$30.00	
48-72 Hours	\$40.00	
SANITATION		
Sanitation Collection/Disposal Station Charge		
Residential Customers	\$36.03 plus tax	
Eligible Senior Citizens (65 years or older)	\$33.26 plus tax	Proof of Age Required.

CITY OF PORT ARANSAS
2025 Fee Schedule
Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Late Payment Fee	5% of Bill Amount	
Commercial Customers	\$69.98 plus tax	
Collection Station Waste Disposal (per cubic yard)	\$15.00	
Minimum Fee	\$5.00	
Disposal - Fish Waste		
5 gallon bucket	\$1.00	
32 gallon bucket	\$2.00	
55 gallon drum	\$4.00	
Brush Disposal @ Transfer Station		
City Resident - No Charge	\$0.00	Proof of Residency Required
Non-Resident - Prohibited	n/a	
TAXIS		
Taxis Permit Fee - Calendar Year		
1st Vehicle	\$100.00	
Each Additional Vehicle	\$25.00	
Taxis Company Street Use Fee - Calendar Year	\$400.00	
TOW TRUCK		
Tow Truck Service Permit - Annual Calendar Year	\$110.00	Issued by the City Manager. Must have storage facilities to obtain permit
UTILITIES - Gas		
Rates for residential and commercial users inside or outside the corporate limits of the City. The minimum bill will include the first MCF Charge and Meter Charge.		
Monthly Meter Charge	\$1.25	
First MCF 1,000 Cu. Ft. or less	\$14.96	
Next 4 MCF 4,000 Cu. Ft.	\$9.61	
Next 7.5 MCF 7,500 Cu. Ft.	\$9.32	
Next 7.5 MCF 7,500 Cu. Ft.	\$8.78	
Over 20 MCF 20,000 Cu. Ft.	\$8.40	
which reflects the difference in the unit cost factor for the current month above or below a unit cost per CCF. The unit gas cost factor for the current month shall include, but is not limited to: an adjustment to reflect offsetting credits or additions to gas costs resulting from taxes, transportation costs, accounting and billing record corrections or other out-of-period adjustments to gas cost, or purchases corrected for distribution system losses.	\$0.187	
Service Fees & Miscellaneous Charges shall be charged and collected by the City inside and outside the corporate city limits		
Tap Fee		
Residential	Material Market Cost	Determined by Gas Department Superintendent
Commercial	Material Market Cost	Determined by Gas Department Superintendent
Contractor Tap Inspection Fee		
Residential	See Normal Working Hourly Rate	Determined by Gas Department Superintendent
Commercial	See Normal Working Hourly Rate	Determined by Gas Department Superintendent
Set Meter		
Residential	Material Market Cost	Determined by Gas Department Superintendent
Commercial	Material Market Cost	Determined by Gas Department Superintendent
Connection/Re-connection charge		
Normal Hours	\$30.00	
After hours	\$60.00	
Lighting of Pilots	\$30.00	Service provided during normal working hours ONLY
Turn-off Service - Summer Months	\$30.00	Service provided during normal working hours ONLY
Turn off Service	No charge	Due to leak, repairs, or maintenance on customer piping

CITY OF PORT ARANSAS
2025 Fee Schedule
Resolution No. 2025-R

SERVICES	CHARGE/FEE	COMMENTS
Customer Work Request Orders on Customer Premises	NWH Rate	Normal Working Hourly Rate
Normal Working Hours		8am-5pm, Monday through Friday
After hours	2 Times NWH	from 5:01pm to 7:59am Monday through Friday, All day Saturday and Sunday
Normal Working Hourly (NWH) Rates		
One person and vehicle	\$30.00/hour	Minimum Charge
Two persons and vehicle	\$60.00/hour	Minimum Charge
Each additional person	\$24.00/hour	
Each additional vehicle	\$18.00/hour	
Company equipment	\$24.00/hour	
Materials used	Cost plus 20%	
Relocation of Service and/or Meter		Billed at the appropriate Service Call Rate
Extension of mains, service, lines, and yard lines		Pipe per foot charge applies ONLY to City Dept. performing service
1st 100 feet of main pipe	No charge	
2" pipe size and less	\$5.25/foot	
3" to 4" pipe size	\$9.06/foot	
4" to 6" pipe size	\$11.33/foot	
Boring		
By City Gas Department	\$11.00/ft. +cost of pipe	
By Contractor	Cost plus 20%	
Main & Service Installation		
By Contractor	Cost plus 20%	
By City Department	\$8.00/ft. + cost of pipe	
Excess Flow Valve Installation	\$1,500.00	
Meter Deposit - Minimum		
Residential	\$100.00	
Commercial	\$300.00	Minimum Deposit equals two (2) months estimated billing)
Late Payment Fee	5% of Billed Amount	
Damage to City Property by a 3rd Party		
Damages repaired by city personnel, vehicles & equipment	Cost plus 1.5	Costs includes material, contract labor, equipment increased by a factor of one and one-half (1.5) to cover the city's cost of increased overhead and safety equipment necessary in repairing such damages.
Damages repaired by outside contractor - labor, material and equipment	Cost plus 20%	
Cost of lost natural gas		The cost of natural gas lost as a result of the incident will be calculated at the first MCF rate increment plus the purchase gas adjustment (PGA).
Right of entry to gas utilities	\$30.00/visit	Whenever the customer requests or rejects free access to the premises, there will be charged a fee for each visit thereafter.
Unauthorized Tampering with City gas facilities	\$250.00	Shall incur a charge, including, but not limited to charges for any damages associated to each event.
Unpermitted, Non-Emergency Tampering - Disconnection of gas service	\$75.00	Shall incur a charge, including, but not limited to charges for any damages associated to each event.
Testing meter at customer request	Cost plus 20%	There shall be a charge and collected by the City to the customer who request a test of their meter if the meter test is within the two (2%) percent limit of error.
Each Project Inspector (on-site)	\$30.00/HR	Charged for two (2) hours minimum, up to eight (8)
Billing date; delinquent fee.		
Payments		By Mail: Port Aransas City Hall, 710 W. Avenue A, Port Aransas, TX 78373-4128; Personal Delivery @ City Hall 8am to 12pm, and 1pm to 5pm
Disconnection of Service due to unpaid bill		Bills must be paid within 10 days from due date to avoid interruption of service
Restoration of service after disconnection	Outstanding Bill + Reconnection Fee	Payment in full
Reconnection Fee	\$33.00	
Non-payment of Garbage Collection Bills		For those customers of the City Gas Department will cause gas service to be disconnected

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action the 1st Reading of an Ordinance Amending The Code of Ordinances Chapter 2 “Administration”, Article III “City Council”, Section 2-17 “Agenda”; And Providing for Severance, Reading, And Effective Date.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: Francisca Nixon, City Secretary

BACKGROUND INFORMATION:

The Texas Legislature recently passed H.B. 1522, which amends the Open Meetings Act by changing the required notice period for meetings. Effective September 1, cities are no longer required to post notices 72 hours before a scheduled meeting. Instead, notices must be posted at least three business days prior to the meeting date.

According to guidance from the City Attorney and the Texas Municipal League (TML), the calculation of “business days” follows the Code Construction Act, which specifies that the first day is excluded and the last day is included in the count. For example, to hold a meeting on a Thursday, the notice must now be posted no later than the preceding Friday. While the new law does not specify the exact time notices must be posted, best practice is to post as early as possible on the posting date.

Additionally, the City Charter currently requires councilmembers to submit agenda items up to the 6th day prior to the meeting. Because this deadline now coincides with the final day to post the agenda, staff recommends adjusting the submission deadline to the 7th day prior to the meeting. This adjustment will ensure consistency with the current process and allow adequate time for preparation and timely posting of the agenda.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Port Aransas City Council take any action to adjust the submission of items for the agenda and on the 1st Reading of an Ordinance Amending The Code of Ordinances Chapter 2 “Administration”, Article III “City Council”, Section 2-17 “Agenda”; And Providing for Severance, Reading, And Effective Date.

ATTACHMENTS:

[Draft Ordinance 2025 - Agenda Items and Posting](#)

ORDINANCE NO. 2025-

AN ORDINANCE OF THE PORT ARANSAS CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION", ARTICLE III "CITY COUNCIL", SECTION 2-17 "AGENDA"; AND PROVIDING FOR SEVERANCE, READING, AND EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS:

SECTION 1. AMENDMENT

That Chapter 2, "Administration", Article III, "City Council", Section 2-17 "Agenda", is hereby amended to wit:

Sec. 2-17. Agenda.

The following rules govern the placement and inclusion of items on the agenda for council meetings:

- (1) *Preparation.* The city manager shall prepare the agenda.
- (2) *Contents of agenda.* The city manager shall determine the contents of the agenda.
 - a. Any item requested by any council member must be placed on the agenda, provided the item is submitted for inclusion on the agenda by 12:00 noon, Central Standard Time, on the ~~sixth~~ seventh day before the meeting.
 - b. The agenda for all regular city council meetings, which are held on the third Thursday of each month, shall contain the following three (3) general items: "council comments and reports," "staff comments and reports," and "citizen comments and reports." Reference to "staff" includes city employees, officers, agents and third parties such as hired consultants, engineers, etc. Under each general comment item, it shall be stated that "The council may discuss any subject which is specifically listed under this item" or words conveying the same meaning, and under the appropriate general topic, the specific subject about which comment or report, if any, is going to be made shall be specifically listed. If the city manager or city secretary know that a citizen is going to make comment or report about a subject not already on the agenda, the subject shall be specifically listed under the general topic "citizen comments and reports".
- (3) *Posting deadline.* The agenda for each regular and/or any emergency or special meeting must be posted ~~at~~ in compliance with state law.

(Ord. No. 98-6, § 2, 7-23-98; Ord. No. 2000-5, § 1, 7-20-00; Ord. No. 2016-16, § 2, 8-2-16)

SECTION 2. EFFECTIVE DATE.

As provided by Article III, Section 12.C. and by Article XII, Section 2 of the Charter of the City of Port Aransas, this ordinance shall be effective upon adoption upon adoption on third and final reading.

SECTION 3. READING.

As provided by Article III, Section 13 and Article III, Section 12.b. of the Charter of the City of Port Aransas, this ordinance or the caption of it shall be read at three city council meetings with at least one week elapsing between each reading.

SECTION 4. SEVERANCE.

If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

PASSED, ORDAINED, APPROVED and ADOPTED this the 18th day of SEPTEMBER, 2025.

CITY OF PORT ARANSAS, TEXAS

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary

First Reading:
Second Reading:
Third Reading:

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action the 1st Reading of an Ordinance Amending The Code of Ordinances Chapter 2 “Administration”, Article V “Financial Matters”, Section 2-67 “Disbursement of Funds, Contracting and Budget Transfers”; And Providing for Severance, Reading, And Effective Date.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: David Parsons, City Manager

BACKGROUND INFORMATION:

The Texas Legislature recently passed H.B. 1173, which increases the bidding threshold from \$50,000 to \$100,000. The legislature last increased the competitive bidding nearly 20 years ago in 2007, moving it up from \$25,000 to \$50,000.

Under current law, most expenditures of public money of at least \$50,000 require a city to engage in one of the competitive procurement procedures outlined in state law. Inflation and the rising costs of goods and services have made this expenditure threshold outdated, resulting in an inefficient procurement process for small-scale purchases. Raising the threshold to \$100,000 will streamline procurement processes, lower administrative costs, and provide greater flexibility to cities in managing resources.

The bill also increases the range that triggers the requirement that a city must contact at least two historically underutilized businesses on a rotating basis when making expenditures of public money. Under current law, that requirement is triggered when a city spends between \$3,000 and \$50,000. After this bill takes effect, that requirement will be triggered when a city spends between \$3,000 and \$100,000.

The attached ordinance amends Chapter 2 to comply with state law that became effective September 1, 2025.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Port Aransas City Council take any action to adjust the submission of items for the agenda and on the 1st Reading of an Ordinance Amending The Code of Ordinances Chapter 2 “Administration”, Article III “City Council”, Section 2-17 “Agenda”; And Providing for Severance, Reading, And Effective Date.

ATTACHMENTS:

7.O.

[Draft Ordinance 2025 - Bidding Threshold](#)

ORDINANCE NO. 2025-

AN ORDINANCE OF THE PORT ARANSAS CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 2 “ADMINISTRATION”, ARTICLE V “FINANCIAL MATTERS”, SECTION 2-67 “DISBURSEMENT OF FUNDS, CONTRACTING AND BUDGET TRANSFERS”; AND PROVIDING FOR SEVERANCE, READING, AND EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, TEXAS:

SECTION 1. AMENDMENT

That Chapter 2 “Administration”, Article V “Financial Matters”, Section 2-67 “Disbursement of Funds, Contracting and Budget Transfers”, is hereby amended to wit:

Sec. 2-67. – Disbursement of funds, contracting and budget transfers.

The following rules govern the placement and inclusion of items on the agenda for council meetings:

- (a) *Contracting.* The city manager has general authority to make and sign any and all contracts which are consistent with the budget, with the following exceptions:
 - (1) Contracts which are subject to legally mandated competitive bid, competitive proposal or similar procedures requiring council award may only be awarded by the council and must be signed by the mayor or mayor pro tem, unless the council authorizes the city manager to sign same.
 - (2) Contracts calling for the payment by the city ~~of fifty thousand dollars (\$50,000) or more~~ exceeding the state allowance or the amount established by state law, whether in one (1) or more payments, must be made by the council and must be signed by the mayor or mayor pro tem, unless the council authorizes the city manager to sign same. The following contracts are exempt from this subsection (2) and (provided they are not subject to legally mandated competitive bid, competitive proposal or similar procedures requiring council award and therefore subject to subsection (1) above) may be signed by the city manager: contracts reasonably required to meet emergencies.
 - (3) Contract change orders may be approved by the city manager acting alone, if: (a) state law does not require council approval and (b) the change does not exceed the lesser of twenty-five (25) percent of the original contract amount or ~~fifty thousand dollars (\$50,000.00)~~ the state allowance.

- (b) *Disbursements*. Disbursements of funds from a city depository must be consistent with the budget and must be made by check signed by two (2) authorized persons or wire transfer ordered by two (2) authorized persons designated by city council resolution.
- (c) *Budget transfers*. The city manager shall have authority to transfer budget amounts not to exceed ten thousand dollars (\$10,000.00) within departments. All other budget transfers require council consent.

(Code 1980, Ch. 1, § 17; Ord. No. 86-32, § 1, 10-16-86; Ord. No. 04-10, 9-16-04; Ord. No. 2020-05 , §§ 1, 2 6-18-20)

SECTION 2. EFFECTIVE DATE.

As provided by Article III, Section 12.C. and by Article XII, Section 2 of the Charter of the City of Port Aransas, this ordinance shall be effective upon adoption upon adoption on third and final reading.

SECTION 3. READING.

As provided by Article III, Section 13 and Article III, Section 12.b. of the Charter of the City of Port Aransas, this ordinance or the caption of it shall be read at three city council meetings with at least one week elapsing between each reading.

SECTION 4. SEVERANCE.

If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

PASSED, ORDAINED, APPROVED and ADOPTED this the 18th day of SEPTEMBER, 2025.

CITY OF PORT ARANSAS, TEXAS

Wendy Moore, Mayor

ATTEST:

Francisca Nixon, City Secretary

7.O.

First Reading:
Second Reading:
Third Reading:

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take possible action regarding the Interlocal Beach Parking Permit Agreement between the City of Port Aransas, City of Corpus Christi and Nueces County.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: City Council

Staff Contact: David Parsons, City Manager

BACKGROUND INFORMATION:

The City has charged \$12 for beach Parking permits since 2004. The City of Corpus Christi and Nueces County are also interested in raising the price of the permit. This would require an amendment to both entities beach management plan. The City also wants to address the interlocal agreement for revenue share.

Staff met with City of Corpus Christi on July 9th. An update will be given by City Manager Parsons.

FINANCIAL IMPACT:

This should increase revenue.

POLICY IMPLICATIONS:

N/A.

RECOMMENDATION:

Port Aransas City Council may take any action.

ATTACHMENTS:

[Beach Parking Permits 2021 agreement](#)

[Beach Parking Permits Interlocal Agreement](#)

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF CORPUS CHRISTI,
CITY OF PORT ARANSAS
AND
COUNTY OF NUECES
RELATING TO THE MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM**

This interlocal cooperation agreement, under Chapter 791 of the Texas Government Code, is made by and between the City of Corpus Christi, Texas ("Corpus Christi"), a municipal corporation, the City of Port Aransas, Texas ("Port Aransas"), a municipal corporation, and the County of Nueces ("County"), each of which is a political subdivision of the State of Texas.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with one another and state agencies to perform governmental functions and service that each party to the contract is authorized to perform individually, including functions relating to parks and recreation activities, in order to increase efficiency and effectiveness;

WHEREAS, it is the duty and responsibility of the governing body of any incorporated city, town, or village located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches within the corporate boundaries, but the duty to clean and maintain the condition of public beaches does not extend to any public beach within the corporate boundaries that is owned by the county in which it is located.

WHEREAS, it is the duty and responsibility of the commissioners court of any county located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches located inside the county but outside the boundaries of any incorporated city located or bordering on the Gulf of Mexico and all public beaches owned by the county and located inside the boundaries of an incorporated city, town, or village.

WHEREAS, under Section 61.011 of the Texas Natural Resource Code local government responsible for the regulation, maintenance, and use of such beaches may charge reasonable fees pursuant to its authority to cover the cost of discharging its responsibilities with respect to such beaches, provided such fees do not exceed the cost of such public facilities and services, and do not unfairly limit public access to and use of such beaches, including imposition of beach access, user, or parking fees and reasonable exercises of the police power by local governments with respect to public beaches;

WHEREAS, each of the parties to this interlocal cooperation agreement have in place an approved Beach Access and Use Plan, as required by Section 61.015 of the Texas Natural Resource Code, that authorizes beach parking permit fees for parking on beaches maintained by the parties;

WHEREAS, the General Land Office has adopted regulations in Section 15.8 of Title 31, Texas Administrative Code, that control the imposition of beach user fees by local governments;

WHEREAS, Section 15.8(b) of Title 31, Texas Administrative Code, requires local governments to establish a state-approved system for reciprocity of fees and fee privileges among the different local governments authorized to charge beach user fees;

WHEREAS, the establishment of a system of beach user fee reciprocity is a condition of state approval of local dune protection and beach access plans;

Now, therefore the Parties hereto mutually agree as follows:

- I. **MUSTANG AND NORTH PADRE ISLANDS BEACH PARKING PERMIT SYSTEM.** The Mustang and North Padre Islands Beach Parking Permit System ("Beach Parking Permit System") provides a unified system for the issuance, sale, enforcement, and the reciprocal recognition of beach parking permit stickers within the jurisdictions of Corpus Christi, Port Aransas, and County. Revenue from the beach parking permit stickers will be used to help defray some of the cost of providing beach-related services incurred by the three jurisdictions.
- II. **PARTICIPANT FUNDING.** The funding for the Beach Parking Permit System will come exclusively from the beach parking permit sale revenues. Each entity will manage its own permit program keeping its own separate financial statements. Nueces County, through this agreement, will partner with the City of Corpus Christi and will receive 16% of the combined permit sales physically sold within Corpus Christi city limits, with the City of Corpus Christi receiving the remaining 84% of permit sales. And, Nueces County, through this agreement, will partner with the City of Port Aransas and will receive 16% of the combined permit sales physically sold within the Port Aransas city limits, with the City of Port Aransas receiving the remaining 84% of permit sales. Any beaches within Federal or State parks will be excluded. Attachment B is a collection of maps showing the fee and free parking areas within each jurisdiction.
- III. **AUTHORIZATION FOR FUNDING.**
 - A. Corpus Christi, Port Aransas, and County each separately certify that the revenues received from the Beach Parking Permit System will only be used for expenses authorized by the General Land Office regulations in 31 TAC 15.8.
 1. Section 15.B(f) authorizes the use of beach user revenues only for beach-related services.
 2. Beach-related services are defined as reasonable and

necessary services and facilities directly related to the public beach which are provided to the public to ensure safe use of and access to and from the public beach, such as vehicular controls, management, and parking (including acquisition and maintenance of off-beach parking and access ways); sanitation and litter control; life guarding and lifesaving; beach maintenance; law enforcement; beach nourishment projects; beach/dune system education; beach/dune

protection and restoration projects; providing public facilities such as restrooms, showers, lockers, equipment rentals, and picnic areas; recreational and refreshment facilities; liability insurance; and staff and personnel necessary to provide beach-related services. Beach-related services and facilities shall serve only those areas on or immediately adjacent to the public beach.

3. For each fiscal year, a local government shall not spend more than 10% of beach user fee revenues on reasonable administrative costs directly related to beach-related services. Each local government shall send quarterly reports to the General Land Office stating the amount of beach user fee revenues collected and itemizing how beach user fee revenues are expended. The General Land Office may prescribe reporting forms or methods. The General Land Office shall suspend the local government's privilege to collect fees and shall revoke approval of any pertinent dune protection and beach access plan if the beach user fee revenues have been spent on services which are not beach-related. Reports are due no later than 60 days after the end of each quarter of the State fiscal year.

- B. Corpus Christi, Port Aransas, and County each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations.
- C. All expenditures will be subject to applicable Corpus Christi, Port Aransas, and County purchasing procedures.
- D. The parties further mutually agree that the budget for the Beach Parking Permit System shall be set by the representatives of all parties to this agreement designated in Section V of this agreement.

IV. **STANDARD OPERATING PROCEDURES.** The parties agree that the Beach Parking Permit System shall be operated under the Standard Operating Procedures (SOP), which will be attached to this agreement as Attachment C.

- A. The SOP may be amended by the representatives of all parties to this agreement designated in Section V of this agreement with the consent of their governing bodies.

- B. The designated representatives of the parties shall periodically review the methods used for the sale of beach parking permits and make recommendations on whether beach parking permit fees need to be adjusted in order to ensure that adequate revenues are available to provide the required beach related services by the parties.

- V. **DESIGNATED REPRESENTATIVES.** The following officials, and their successors in office, are the designated representatives of the parties authorized to approve amendments to the SOP:

- A. City of Corpus Christi **Peter Zaroni**, City Manager
- 8. City of Port Aransas **David Parsons**, City Manager
- C. Nueces County **Connie Scott**, County Judge

VI. RESPONSIBILITIES.

- A. Each party to this agreement shall make any necessary changes to beach fee provisions of their dune protection and beach access plans that are necessary to implement this agreement, and submit the amendments for review approval to the Texas Land Commissioner and Attorney General as required by section 61.011 and 61.015 of the Texas Natural Resource Code and 31 TAC 15.8(e).
- B. Except as provided for in this agreement or the SOP, each party will be responsible for enforcement of the beach parking permits within their jurisdiction.
- C. The parties shall make reasonable effort to maintain reliable operations of the Beach Parking Permit System. But the parties assume no responsibility for unavoidable system failures, equipment failures, or late notification by a party to this agreement. A party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.

- D. Except as provided for in this agreement or the SOP, each party is responsible for the on-site beach parking permit sales within their jurisdiction. Each party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.

VII. **MODIFICATION/AMENDMENT.** This Agreement may be modified or amended provided that such modification or amendment is in writing and signed by an authorized representative of each party, and approved by the governing body of each party. The modifications to the standard operating procedures approved by the authorized representatives do not require the approval of the governing bodies, unless a governing body reserves the authority to approve amendments to the standard operating procedures or an authorized representative refers the matter to the party's governing body.

VIII. **APPROVAL BY GOVERNING BODIES.** Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

IX. **TERM AND RENEWAL.**

- A. This Agreement shall be for an initial term of one year.
- B. This Agreement shall be automatically renewed without further action unless terminated by any party.
- C. This agreement may be terminated at any time by any party with or without cause upon (90) days' advance written notice.
- D. Any notice of termination shall be sent to the other parties to this interlocal cooperation agreement at the address listed in Section XI of this agreement, and to the General Land Office and Attorney General.

X. **SEVERABILITY.** If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.

XI. **NOTICES.** Notices under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

- A. City of Corpus Christi
Attn: City Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Telephone: (361) 880-3220
Facsimile: (361) 880-3839

- B. City of PortAransas
Attn: City Manager
710 West Avenue A
Port Aransas, Texas 784
Telephone: (361)749-4111
Facsimile: (361) 749-4723
- C. Nueces County Attn:
County Judge 901
Leopard Street
Corpus Christi, Texas 78401
Telephone: (361) 888-0444
Facsimile: (361) 888-0445

- XII. **PERFORMANCE.** This agreement shall be performed in Nueces and Kleberg County, Texas, and shall be governed by the laws of the State of Texas.
- XIII. **NO BENEFIT TO THIRD PARTIES.** This Agreement is solely for the benefit of the parties to this agreement, and not for the benefit of any third party.
- XIV. **ASSIGNMENT.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.
- XV. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties, as provided in Section VII of this agreement.
- XVI. **EFFECTIVE DATE.** This agreement is effective on the date when the last party executes this agreement.

EXECUTED by the City of Corpus Christi, on the _____ day of _____, 20__.

ATTEST:

CITY OF CORPUS CHRISTI

City Secretary

Peter Zanoni
City Manager

APPROVED AS TO FORM:

City Attorney

EXECUTED by the City of Port Aransas, on the _____ day of _____, 20__.

ATTEST:

CITY OF PORT ARANSAS

Francisca Nixon
City Secretary

David Parsons
City Manager

APPROVED AS TO FORM:

City Attorney

EXECUTED by the County of Nueces, on the _____ day of _____, 20__.

ATTEST:

Nueces County

County Clerk

Connie Scott
County Judge

APPROVED AS TO FORM:

County Attorney

FEE AND FREE BEACHES BY GOVERNMENTAL ENTITY

CORPUS CHRISTI SHIP CHANNEL TO PADRE ISLAND NATIONAL SEASHORE

Governmental Entity Fee/ Free

		Feet	Miles	% of Total Beaches By Entity	Fee/ Free by Governmental Entity	Local Government Beach Parking Fee Distribution %
Nueces County	Fee	9,860	1.87	6.5%	67.0%	
Nueces County	Free	4,860	0.92	3.2%	33.0%	
Subtotal		14,720	2.79	9.7%	100.0%	16.0%
City of Port Aransas	Fee	31,880	6.04	21.0%	90.0%	
City of Port Aransas	Free	3,530	0.67	2.3%	10.0%	
Subtotal		35,410	6.71	23.3%	100.0%	38.5%
City of Corpus Christi	Fee	39,629	7.51	26.1%	94.5%	
City of Corpus Christi	Free	2,300	0.44	1.5%	5.5%	
Subtotal		41,929	7.94	27.6%	100.0%	45.5%
Subtotal		92,059	17.44	60.59%	100.0%	100.0%
State of Texas	Fee	11,934	2.26	7.9%	19.9%	
State of Texas	Free	47,934	9.08	31.6%	80.1%	
Subtotal		59,868	11.34	39.4%	100.0%	
Grand Total with State		151,927	28.77	100.0%		

**ATTACHMENT
C
TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF CORPUS CHRISTI,
CITY OF PORT ARANSAS
AND COUNTY OF NUECES COUNTY
RELATING TO THE MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM

MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM
STANDARD OPERATING PROCEDURES**

This First Amended Attachment C "Mustang and North Padre Islands Beach Parking Permit System Standard Operating Procedures" replaces the original Attachment C in its entirety.

This attachment to the interlocal cooperation agreement among the City of Corpus Christi, City of Port Aransas, and Nueces County relating to the sale and enforcement of beach parking permits establishes the initial standard operating procedures for the Mustang and North Padre Islands beach parking system.

1. An annual beach parking fee is instituted of \$12 based on a calendar year. (To be effective upon GLO approval.)
2. The three entities will use their best efforts and coordinate with each other to encourage and foster the sale of beach parking permits.
 - a. A standard discount rate of \$11.50 is established for off-beach vendors such as convenience stores, gas stations, etc.
 - b. An on-beach discount fee of \$11 is established for either on-beach contractual sellers or the governmental entities themselves.
3. Revenues will be held by each entity in a segregated account and will be reviewed quarterly by the representatives of the entities. The revenues will be disbursed among the entities based on Section II Participant Funding.
4. At each quarterly review, the representatives of the entities will consider modifications necessary to the standard operating procedures.
5. The entities will make provisions for the utilization of any on-hand stickers during the initial period.
6. Entities will coordinate each fall for permit design, permit vendor to use, and permit serial numbering for each entity's permits.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF CORPUS CHRISTI,
CITY OF PORT ARANSAS
AND
COUNTY OF NUECES
RELATING TO THE MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM**

This interlocal cooperation agreement, under Chapter 791 of the Texas Government Code, is made by and between the City of Corpus Christi, Texas ("Corpus Christi"), a municipal corporation, the City of Port Aransas, Texas ("Port Aransas"), a municipal corporation, and the County of Nueces ("County"), each of which is a political subdivision of the State of Texas.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with one another and state agencies to perform governmental functions and service that each party to the contract is authorized to perform individually, including functions relating to parks and recreation activities, in order to increase efficiency and effectiveness;

WHEREAS, it is the duty and responsibility of the governing body of any incorporated city, town, or village located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches within the corporate boundaries, but the duty to clean and maintain the condition of public beaches does not extend to any public beach within the corporate boundaries that is owned by the county in which it is located.

WHEREAS, it is the duty and responsibility of the commissioners court of any county located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches located inside the county but outside the boundaries of any incorporated city located or bordering on the Gulf of Mexico and all public beaches owned by the county and located inside the boundaries of an incorporated city, town, or village.

WHEREAS, under Section 61.011 of the Texas Natural Resource Code local government responsible for the regulation, maintenance, and use of such beaches may charge reasonable fees pursuant to its authority to cover the cost of discharging its responsibilities with respect to such beaches, provided such fees do not exceed the cost of such public facilities and services, and do not unfairly limit public access to and use of such beaches, including imposition of beach access, user, or parking fees and reasonable exercises of the police power by local governments with respect to public beaches;

WHEREAS, each of the parties to this interlocal cooperation agreement have in place an approved Beach Access and Use Plan, as required by Section 61.015 of the Texas Natural Resource Code, that authorizes beach parking permit fees for parking on beaches maintained by the parties;

WHEREAS, the General Land Office has adopted regulations in Section 15.8 of Title 31, Texas Administrative Code, that control the imposition of beach user fees by local governments;

WHEREAS, Section 15.8(b) of Title 31, Texas Administrative Code, requires local governments to establish a state-approved system for reciprocity of fees and fee privileges among the different local governments authorized to charge beach user fees;

WHEREAS, the establishment of a system of beach user fee reciprocity is a condition of state approval of local dune protection and beach access plans;

Now, therefore the Parties hereto mutually agree as follows:

- I. **MUSTANG AND NORTH PADRE ISLANDS BEACH PARKING PERMIT SYSTEM.** The Mustang and North Padre Islands Beach Parking Permit System ("Beach Parking Permit System") provides a unified system for the issuance, sale, enforcement, and the reciprocal recognition of beach parking permit stickers within the jurisdictions of Corpus Christi, Port Aransas, and County. Revenue from the beach parking permit stickers will be used to help defray some of the cost of providing beach-related services incurred by the three jurisdictions.
- II. **PARTICIPANT FUNDING.** The funding for the Beach Parking Permit System will come exclusively from the beach parking permit sale revenues. The revenues received will be distributed to the parties based on the linear beach frontage of beach each party is responsible for maintaining under State law. Any beaches within Federal or State parks will be excluded. Attachment A lists the distance each party is responsible for as of the date of this agreement. It will be updated at the time of any boundary changes. Attachment B is a collection of maps showing the fee and free parking areas within each jurisdiction.
- III. **AUTHORIZATION FOR FUNDING.**
 - A. Corpus Christi, Port Aransas, and County each separately certify that the revenues received from the Beach Parking Permit System will only be used for expenses authorized by the General Land Office regulations in 31 TAC 15.8.
 1. Section 15.8(f) authorizes the use of beach user revenues only for beach-related services.
 2. Beach-related services are defined as reasonable and necessary services and facilities directly related to the public beach which are provided to the public to ensure safe use of and access to and from the public beach, such as vehicular controls, management, and parking (including acquisition and maintenance of off-beach parking and access ways); sanitation and litter control; life guarding and lifesaving; beach maintenance; law enforcement; beach nourishment projects; beach/dune system education; beach/dune

protection and restoration projects; providing public facilities such as restrooms, showers, lockers, equipment rentals, and picnic areas; recreational and refreshment facilities; liability insurance; and staff and personnel necessary to provide beach-related services. Beach-related services and facilities shall serve only those areas on or immediately adjacent to the public beach.

3. For each fiscal year, a local government shall not spend more than 10% of beach user fee revenues on reasonable administrative costs directly related to beach-related services. Each local government shall send quarterly reports to the General Land Office stating the amount of beach user fee revenues collected and itemizing how beach user fee revenues are expended. The General Land Office may prescribe reporting forms or methods. The General Land Office shall suspend the local government's privilege to collect fees and shall revoke approval of any pertinent dune protection and beach access plan if the beach user fee revenues have been spent on services which are not beach-related. Reports are due no later than 60 days after the end of each quarter of the State fiscal year.
- B. Corpus Christi, Port Aransas, and County each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations.
 - C. All expenditures will be subject to applicable Corpus Christi, Port Aransas, and County purchasing procedures.
 - D. The parties further mutually agree that the budget for the Beach Parking Permit System shall be set by the representatives of all parties to this agreement designated in Section V of this agreement.
- IV. **STANDARD OPERATING PROCEDURES.** The parties agree that the Beach Parking Permit System shall be operated under the Standard Operating Procedures (SOP), which will be attached to this agreement as Attachment C.
- A. The SOP may be amended by the representatives of all parties to this agreement designated in Section V of this agreement with the consent of their governing bodies.
 - B. The designated representatives of the parties shall periodically review the methods used for the sale of beach parking permits and make recommendations on whether beach parking permit fees need to be adjusted in order to ensure that adequate revenues are available to provide the required beach related services by the parties.

V. **DESIGNATED REPRESENTATIVES.** The following officials, and their successors in office, are the designated representatives of the parties authorized to approve amendments to the SOP:

- | | | |
|----|-----------------------|-----------------------------------|
| A. | City of Corpus Christ | David R. Garcia, City Manager |
| B. | City of Port Aransas | Tom Brooks, City Manager |
| C. | Nueces County | Richard M. Borchard, County Judge |

VI. **RESPONSIBILITIES.**

- A. Each party to this agreement shall make any necessary changes to beach fee provisions of their dune protection and beach access plans that are necessary to implement this agreement, and submit the amendments for review approval to the Texas Land Commissioner and Attorney General as required by section 61.011 and 61.015 of the Texas Natural Resource Code and 31 TAC 15.8(e).
- B. Except as provided in paragraphs 1 and 3 of this subsection, each party shall only recognize Beach Parking Permit System stickers, as described in Section I of this Agreement, within their respective jurisdiction.
 1. Each party shall recognize the right of any party to sell beach parking permit sticker's that were acquired by the party prior to February 22, 2002.
 2. Each party with an existing stock of parking stickers will provide the other parties with information on the number of parking permit stickers in their inventory on February 22, 2002.
 3. Pending General Land Office approval of any required amendments to a party's ~~Corpus Christi's~~ dune protection and beach access plans relating to beach parking permit fees, and before the unified system goes into effect, each party shall recognize any existing beach parking permit sticker issued by one of the parties until the beach parking permit expires.
- C. Except as provided for in this agreement or the SOP, each party will be responsible for enforcement of the beach parking permits within their jurisdiction.
- D. The parties shall make reasonable effort to maintain reliable operations of the Beach Parking Permit System. But the parties assume no responsibility for unavoidable system failures, equipment failures, or late notification by a party to this agreement. A party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.

- E. Except as provided for in this agreement or the SOP, each party is responsible for the on-site beach parking permit sales within their jurisdiction. Each party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.
- VII. **MODIFICATION/AMENDMENT.** This Agreement may be modified or amended provided that such modification or amendment is in writing and signed by an authorized representative of each party, and approved by the governing body of each party. The modifications to the standard operating procedures approved by the authorized representatives do not require the approval of the governing bodies, unless a governing body reserves the authority to approve amendments to the standard operating procedures or an authorized representative refers the matter to the party's governing body.
- VIII. **APPROVAL BY GOVERNING BODIES.** Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.
- IX. **TERM AND RENEWAL.**
 - A. This Agreement shall be for an initial term of one year.
 - B. This Agreement shall be automatically renewed without further action unless terminated by any party.
 - C. This agreement may be terminated at any time by any party with or without cause upon (90) days' advance written notice.
 - D. Any notice of termination shall be sent to the other parties to this interlocal cooperation agreement at the address listed in Section XI of this agreement, and to the General Land Office and Attorney General.
- X. **SEVERABILITY.** If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.
- XI. **NOTICES.** Notices under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

- A. City of Corpus Christi
Attn: City Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Telephone: (361) 880-3220
Facsimile: (361) 880-3839
 - B. City of Port Aransas
Attn: City Manager
710 West Avenue A
Port Aransas, Texas 784
Telephone: (361) 749-4111
Facsimile: (361) 749-4723
 - C. Nueces County
Attn: County Judge
901 Leopard Street
Corpus Christi, Texas 78401
Telephone: (361) 888-0444
Facsimile: (361) 888-0445
- XII. **PERFORMANCE.** This agreement shall be performed in Nueces and Kleberg County, Texas, and shall be governed by the laws of the State of Texas.
- XIII. **NO BENEFIT TO THIRD PARTIES.** This Agreement is solely for the benefit of the parties to this agreement, and not for the benefit of any third party.
- XIV. **ASSIGNMENT.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.
- XV. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties, as provided in Section VII of this agreement.
- XVI. **EFFECTIVE DATE.** This agreement is effective on the date when the last party executes this agreement.

EXECUTED by the City of Corpus Christi, on the _____ day of _____, 2002.

ATTEST:

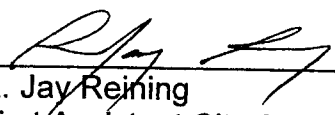
CITY OF CORPUS CHRISTI


Armando Chapa
City Secretary


David R. Garcia
City Manager

APPROVED AS TO FORM:

James R. Bray, Jr.
City Attorney

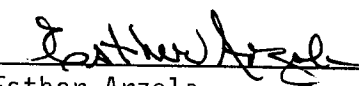
By: 
R. Jay Reining
First Assistant City Attorney

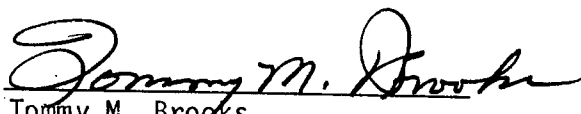
Res. 62475
BY COUNCIL _____
2/19/02
SECRETARY 

EXECUTED by the City of Port Aransas, on the 1st day of April, 2002.

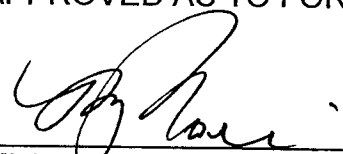
ATTEST:

CITY OF PORT ARANSAS


Esther Arzola
City Secretary


Tommy M. Brooks
City Manager

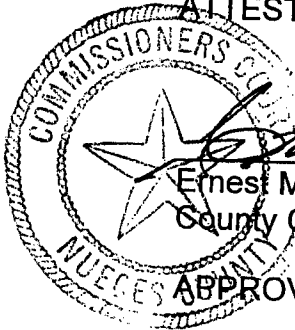
APPROVED AS TO FORM:


Michael G. Morris
City Attorney

EXECUTED by the County of Nueces, on the 4th day of March, 2002.

ATTEST:

COUNTY OF NUECES



Ernest M. Biones
County Clerk

Richard M. Borchard
County Judge

APPROVED AS TO FORM:

Laura Garza Jimenez
Laura Garza Jimenez
County Attorney

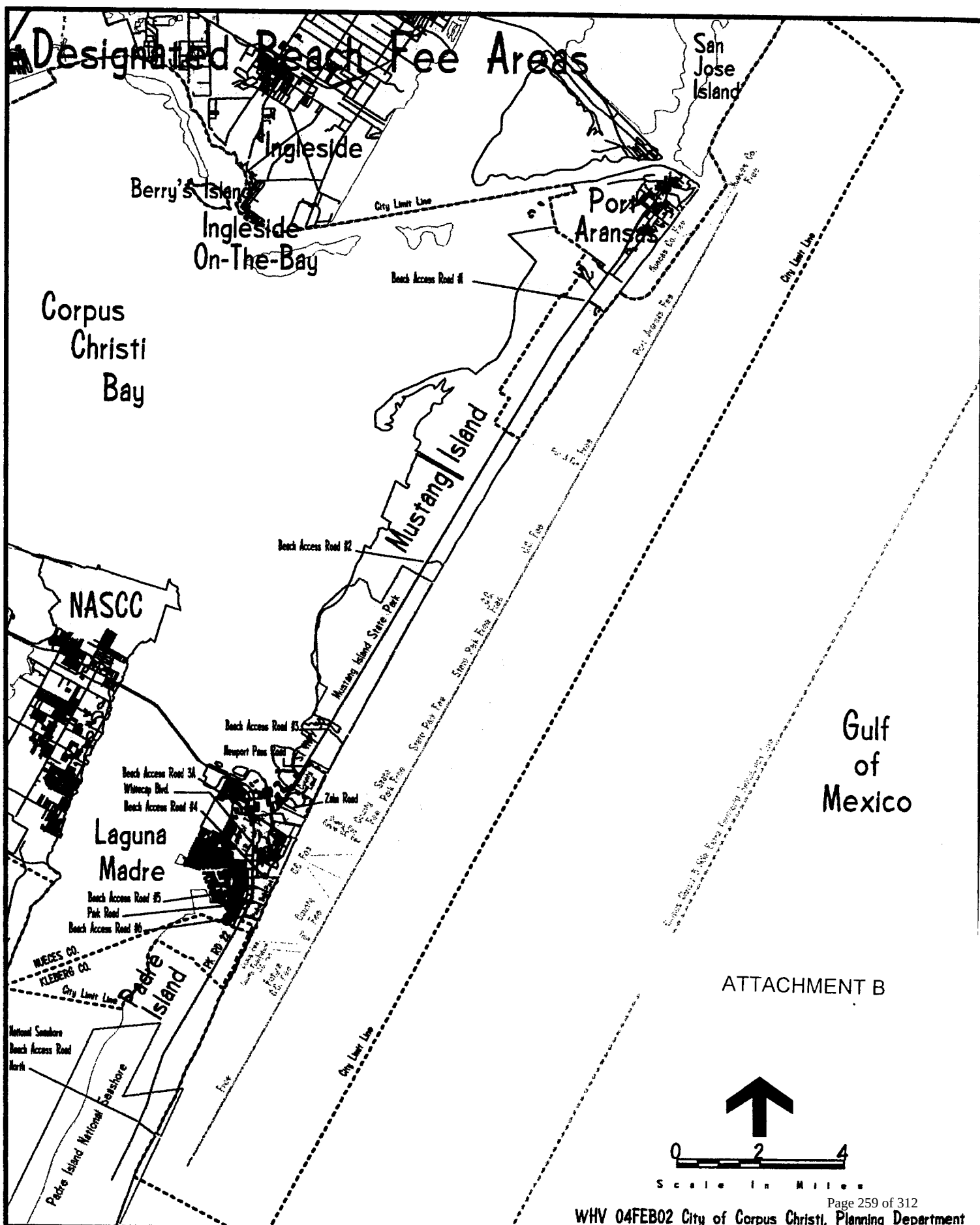
FEE AND FREE BEACHES BY GOVERNMENTAL ENTITY

CORPUS CHRISTI SHIP CHANNEL TO PADRE ISLAND NATIONAL SEASHORE

Governmental Entity Fee / Free

	Feet	Miles	% of Total		Fee / Free by	Local Government
			Beaches By	Entity	Governmental	Beach Parking Fee
					Entity	Distribution %
Nueces County	Fee	9,860	1.87	6.5%	67.0%	
Nueces County	Free	4,860	0.92	3.2%	33.0%	
Subtotal		14,720	2.79	9.7%	100.0%	16.0%
City of Port Aransas	Fee	31,880	6.04	21.0%	90.0%	
City of Port Aransas	Free	3,530	0.67	2.3%	10.0%	
Subtotal		35,410	6.71	23.3%	100.0%	38.5%
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State of Texas	Free	47,934	9.08	31.6%	80.1%	
Subtotal		59,868	11.34	39.4%	100.0%	
Grand Total with State		151,927	28.77	100.0%		

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Attachment C**Mustang and North Padre Islands Beach Parking Permit System
Standard Operating Procedures**

This attachment to the interlocal cooperation agreement among the City of Corpus Christi, City of Port Aransas, and Nueces County relating to the sale and enforcement of beach parking permits establishes the initial standard operating procedures for the Mustang and North Padre Islands beach parking system.

1. An annual beach parking fee is instituted of \$6 based on a calendar year. (During this initial period, the \$6 fee will run from March 1 until Dec. 31 or such later starting time as is necessitated by approval of the GLO.)
2. The three entities will use their best efforts and coordinate with each other to encourage and foster the sale of beach parking permits.
 - a. A standard discount rate of \$5.50 is established for off-beach vendors such as convenience stores, gas stations, etc.
 - b. An on-beach discount fee of \$5 is established for either on-beach contractual sellers or the governmental entities themselves.
3. The City of Port Aransas will be held harmless during the initial period relative to their net beach sticker sales during the same period in 2001.
4. Revenues will be held by each entity in a segregated account and will be reviewed quarterly by the representatives of the entities. The revenues will be disbursed among the entities based on lineal feet of beach being cleaned by each entity.
5. At each quarterly review, the representatives of the entities will consider modifications necessary to the standard operating procedures.
6. The entities will make provisions for the utilization of any on-hand stickers during the initial period.

file

**FIRST AMENDED
ATTACHMENT C
TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF CORPUS CHRISTI,
CITY OF PORT ARANSAS
AND COUNTY OF NUECES COUNTY
RELATING TO THE MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM
MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM
STANDARD OPERATING PROCEDURES**

This First Amended Attachment C "Mustang and North Padre Islands Beach Parking Permit System Standard Operating Procedures" replaces the original Attachment C in its entirety.

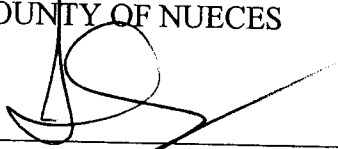
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4. At each quarterly review, the representatives of the entities will consider modifications necessary to the standard operating procedures.
5. The entities will make provisions for the utilization of any on-hand stickers during the initial period.

Page 2 – First Amended Attachment C

EXECUTED by the County of Nueces, on the 12th day of May 2004.

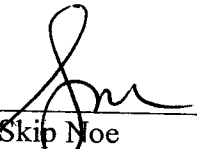
COUNTY OF NUECES



Terry Shamsie
County Judge

EXECUTED by the City of Corpus Christi, on the 22nd day of June 2004.

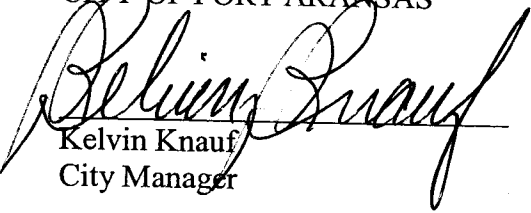
CITY OF CORPUS CHRISTI



Skip Noe
City Manager

EXECUTED by the City of Port Aransas, on the 30th day of June 2004.

CITY OF PORT ARANSAS



Kelvin Knauf
City Manager

Approved as to form: _____
R. Jay Reining
First Assistant City Attorney
for City Attorney



City of
Corpus
Christi

February 17, 2003

Mr. Tommy M. Brooks
City Manager
City of Port Aransas
710 West Avenue A
Port Aransas, TX 78373-4128

Dear Mr. Brooks:

This is to confirm our conversation of last week on the annual beach permits sale effort undertaken by both of our cities. I am in agreement with your letter of February 5, 2003. The City has already contacted Circle K to let them know that our arrangement with them is modified as you requested. I am attaching a copy of our letter to Circle K for your records.

We look forward to another successful year with the new beach permits program.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Noe".

George K. Noe
Acting City Manager

Attachment
cc: Lee Ann Dumbauld



February 7, 2003

Ms. Ella Cunningham
Circle K
4443 Baldwin
Corpus Christi, TX 78408

Dear Ms. Cunningham,

I want to first thank you for participating in our annual beach permits sale effort by allowing the permits to be sold in your Circle K stores. I recognize that this represents an additional administrative effort for your staff.

We have recently met with the City Manager of Port Aransas, one of our jurisdictional partners in this effort. We have agreed to honor his request that Port Aransas will provide the beach permits to those Circle K locations that are located within the Port Aransas city limits, and that the City of Corpus Christi will provide the beach permits for those Circle K locations that are located outside of the Port Aransas city limits.

The City's representative, Terry Lugo, who you have worked with for the last two years, will assist in this transition. She can be reached at 880-3341.

Again, thank you for your participation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lee Ann Dumbauld".

Lee Ann Dumbauld
Director of Financial Services

Cc: Mr. Tommy Brooks, City Manager
Port Aransas, Texas

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF CORPUS CHRISTI,
CITY OF PORT ARANSAS
AND
COUNTY OF NUECES
RELATING TO THE MUSTANG AND NORTH PADRE ISLANDS
BEACH PARKING PERMIT SYSTEM**

This interlocal cooperation agreement, under Chapter 791 of the Texas Government Code, is made by and between the City of Corpus Christi, Texas ("Corpus Christi"), a municipal corporation, the City of Port Aransas, Texas ("Port Aransas"), a municipal corporation, and the County of Nueces ("County"), each of which is a political subdivision of the State of Texas.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with one another and state agencies to perform governmental functions and service that each party to the contract is authorized to perform individually, including functions relating to parks and recreation activities, in order to increase efficiency and effectiveness;

WHEREAS, it is the duty and responsibility of the governing body of any incorporated city, town, or village located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches within the corporate boundaries, but the duty to clean and maintain the condition of public beaches does not extend to any public beach within the corporate boundaries that is owned by the county in which it is located.

WHEREAS, it is the duty and responsibility of the commissioners court of any county located or bordering on the Gulf of Mexico to clean and maintain the condition of all public beaches located inside the county but outside the boundaries of any incorporated city located or bordering on the Gulf of Mexico and all public beaches owned by the county and located inside the boundaries of an incorporated city, town, or village.

WHEREAS, under Section 61.011 of the Texas Natural Resource Code local government responsible for the regulation, maintenance, and use of such beaches may charge reasonable fees pursuant to its authority to cover the cost of discharging its responsibilities with respect to such beaches, provided such fees do not exceed the cost of such public facilities and services, and do not unfairly limit public access to and use of such beaches, including imposition of beach access, user, or parking fees and reasonable exercises of the police power by local governments with respect to public beaches;

WHEREAS, each of the parties to this interlocal cooperation agreement have in place an approved Beach Access and Use Plan, as required by Section 61.015 of the Texas Natural Resource Code, that authorizes beach parking permit fees for parking on beaches maintained by the parties;

WHEREAS, the General Land Office has adopted regulations in Section 15.8 of Title 31, Texas Administrative Code, that control the imposition of beach user fees by local governments;

WHEREAS, Section 15.8(b) of Title 31, Texas Administrative Code, requires local governments to establish a state-approved system for reciprocity of fees and fee privileges among the different local governments authorized to charge beach user fees;

WHEREAS, the establishment of a system of beach user fee reciprocity is a condition of state approval of local dune protection and beach access plans;

Now, therefore the Parties hereto mutually agree as follows:

- I. **MUSTANG AND NORTH PADRE ISLANDS BEACH PARKING PERMIT SYSTEM.** The Mustang and North Padre Islands Beach Parking Permit System ("Beach Parking Permit System") provides a unified system for the issuance, sale, enforcement, and the reciprocal recognition of beach parking permit stickers within the jurisdictions of Corpus Christi, Port Aransas, and County. Revenue from the beach parking permit stickers will be used to help defray some of the cost of providing beach-related services incurred by the three jurisdictions.
- II. **PARTICIPANT FUNDING.** The funding for the Beach Parking Permit System will come exclusively from the beach parking permit sale revenues. The revenues received will be distributed to the parties based on the linear beach frontage of beach each party is responsible for maintaining under State law. Any beaches within Federal or State parks will be excluded. Attachment A lists the distance each party is responsible for as of the date of this agreement. It will be updated at the time of any boundary changes. Attachment B is a collection of maps showing the fee and free parking areas within each jurisdiction.
- III. **AUTHORIZATION FOR FUNDING.**
 - A. Corpus Christi, Port Aransas, and County each separately certify that the revenues received from the Beach Parking Permit System will only be used for expenses authorized by the General Land Office regulations in 31 TAC 15.8.
 1. Section 15.8(f) authorizes the use of beach user revenues only for beach-related services.
 2. Beach-related services are defined as reasonable and necessary services and facilities directly related to the public beach which are provided to the public to ensure safe use of and access to and from the public beach, such as vehicular controls, management, and parking (including acquisition and maintenance of off-beach parking and access ways); sanitation and litter control; life guarding and lifesaving; beach maintenance; law enforcement; beach nourishment projects; beach/dune system education; beach/dune

protection and restoration projects; providing public facilities such as restrooms, showers, lockers, equipment rentals, and picnic areas; recreational and refreshment facilities; liability insurance; and staff and personnel necessary to provide beach-related services. Beach-related services and facilities shall serve only those areas on or immediately adjacent to the public beach.

3. For each fiscal year, a local government shall not spend more than 10% of beach user fee revenues on reasonable administrative costs directly related to beach-related services. Each local government shall send quarterly reports to the General Land Office stating the amount of beach user fee revenues collected and itemizing how beach user fee revenues are expended. The General Land Office may prescribe reporting forms or methods. The General Land Office shall suspend the local government's privilege to collect fees and shall revoke approval of any pertinent dune protection and beach access plan if the beach user fee revenues have been spent on services which are not beach-related. Reports are due no later than 60 days after the end of each quarter of the State fiscal year.

- B. Corpus Christi, Port Aransas, and County each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations.
- C. All expenditures will be subject to applicable Corpus Christi, Port Aransas, and County purchasing procedures.
- D. The parties further mutually agree that the budget for the Beach Parking Permit System shall be set by the representatives of all parties to this agreement designated in Section V of this agreement.

IV. **STANDARD OPERATING PROCEDURES.** The parties agree that the Beach Parking Permit System shall be operated under the Standard Operating Procedures (SOP), which will be attached to this agreement as Attachment C.

- A. The SOP may be amended by the representatives of all parties to this agreement designated in Section V of this agreement with the consent of their governing bodies.
- B. The designated representatives of the parties shall periodically review the methods used for the sale of beach parking permits and make recommendations on whether beach parking permit fees need to be adjusted in order to ensure that adequate revenues are available to provide the required beach related services by the parties.

- V. **DESIGNATED REPRESENTATIVES.** The following officials, and their successors in office, are the designated representatives of the parties authorized to approve amendments to the SOP:

- A. City of Corpus Christ David R. Garcia, City Manager
- B. City of Port Aransas Tom Brooks, City Manager
- C. Nueces County Richard M. Borchard, County Judge

VI. **RESPONSIBILITIES.**

- A. Each party to this agreement shall make any necessary changes to beach fee provisions of their dune protection and beach access plans that are necessary to implement this agreement, and submit the amendments for review approval to the Texas Land Commissioner and Attorney General as required by section 61.011 and 61.015 of the Texas Natural Resource Code and 31 TAC 15.8(e).
- B. Except as provided in paragraphs 1 and 3 of this subsection, each party shall only recognize Beach Parking Permit System stickers, as described in Section I of this Agreement, within their respective jurisdiction.
 - 1. Each party shall recognize the right of any party to sell beach parking permit sticker's that were acquired by the party prior to February 22, 2002.
 - 2. Each party with an existing stock of parking stickers will provide the other parties with information on the number of parking permit stickers in their inventory on February 22, 2002.
 - 3. Pending General Land Office approval of any required amendments to a party's ~~Corpus Christi's~~ dune protection and beach access plans relating to beach parking permit fees, and before the unified system goes into effect, each party shall recognize any existing beach parking permit sticker issued by one of the parties until the beach parking permit expires.
- C. Except as provided for in this agreement or the SOP, each party will be responsible for enforcement of the beach parking permits within their jurisdiction.
- D. The parties shall make reasonable effort to maintain reliable operations of the Beach Parking Permit System. But the parties assume no responsibility for unavoidable system failures, equipment failures, or late notification by a party to this agreement. A party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.

- E. Except as provided for in this agreement or the SOP, each party is responsible for the on-site beach parking permit sales within their jurisdiction. Each party's liability in any event shall be solely limited to direct loss of any fee revenues arising from the party's negligence, and shall not be liable for any consequential losses.

VII. **MODIFICATION/AMENDMENT.** This Agreement may be modified or amended provided that such modification or amendment is in writing and signed by an authorized representative of each party, and approved by the governing body of each party. The modifications to the standard operating procedures approved by the authorized representatives do not require the approval of the governing bodies, unless a governing body reserves the authority to approve amendments to the standard operating procedures or an authorized representative refers the matter to the party's governing body.

VIII. **APPROVAL BY GOVERNING BODIES.** Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

IX. **TERM AND RENEWAL.**

- A. This Agreement shall be for an initial term of one year.
- B. This Agreement shall be automatically renewed without further action unless terminated by any party.
- C. This agreement may be terminated at any time by any party with or without cause upon (90) days' advance written notice.
- D. Any notice of termination shall be sent to the other parties to this interlocal cooperation agreement at the address listed in Section XI of this agreement, and to the General Land Office and Attorney General.

X. **SEVERABILITY.** If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.

XI. **NOTICES.** Notices under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

A. City of Corpus Christi
Attn: City Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Telephone: (361) 880-3220
Facsimile: (361) 880-3839

B. City of Port Aransas
Attn: City Manager
710 West Avenue A
Port Aransas, Texas 784
Telephone: (361) 749-4111
Facsimile: (361) 749-4723

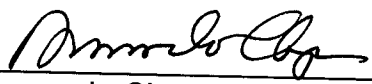
C. Nueces County
Attn: County Judge
901 Leopard Street
Corpus Christi, Texas 78401
Telephone: (361) 888-0444
Facsimile: (361) 888-0445

- XII. **PERFORMANCE.** This agreement shall be performed in Nueces and Kleberg County, Texas, and shall be governed by the laws of the State of Texas.
- XIII. **NO BENEFIT TO THIRD PARTIES.** This Agreement is solely for the benefit of the parties to this agreement, and not for the benefit of any third party.
- XIV. **ASSIGNMENT.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.
- XV. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties, as provided in Section VII of this agreement.
- XVI. **EFFECTIVE DATE.** This agreement is effective on the date when the last party executes this agreement.

EXECUTED by the City of Corpus Christi, on the _____ day of _____, 2002.

ATTEST:

CITY OF CORPUS CHRISTI


Armando Chapa
City Secretary


David R. Garcia
City Manager

APPROVED AS TO FORM:

James R. Bray, Jr.
City Attorney

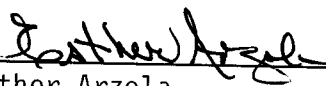
By: 
R. Jay Reining
First Assistant City Attorney

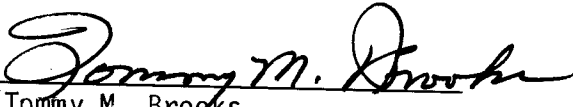
Res. 62475
AUTHORIZE: 2/19/02
BY COUNCIL _____
SECRETARY 

EXECUTED by the City of Port Aransas, on the 1st day of April, 2002.

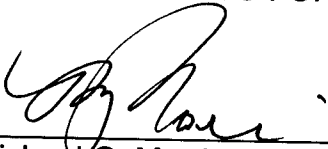
ATTEST:

CITY OF PORT ARANSAS


Esther Arzola
City Secretary


Tommy M. Brooks
City Manager

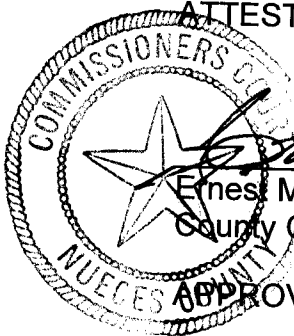
APPROVED AS TO FORM:

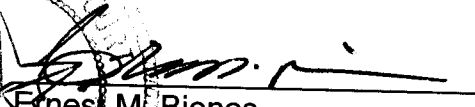

Michael G. Morris
City Attorney

EXECUTED by the County of Nueces, on the 4th day of March, 2002.

ATTEST:

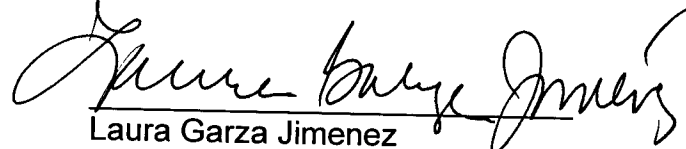
COUNTY OF NUECES




Ernest M. Biones
County Clerk


Richard M. Borchard
County Judge

APPROVED AS TO FORM:

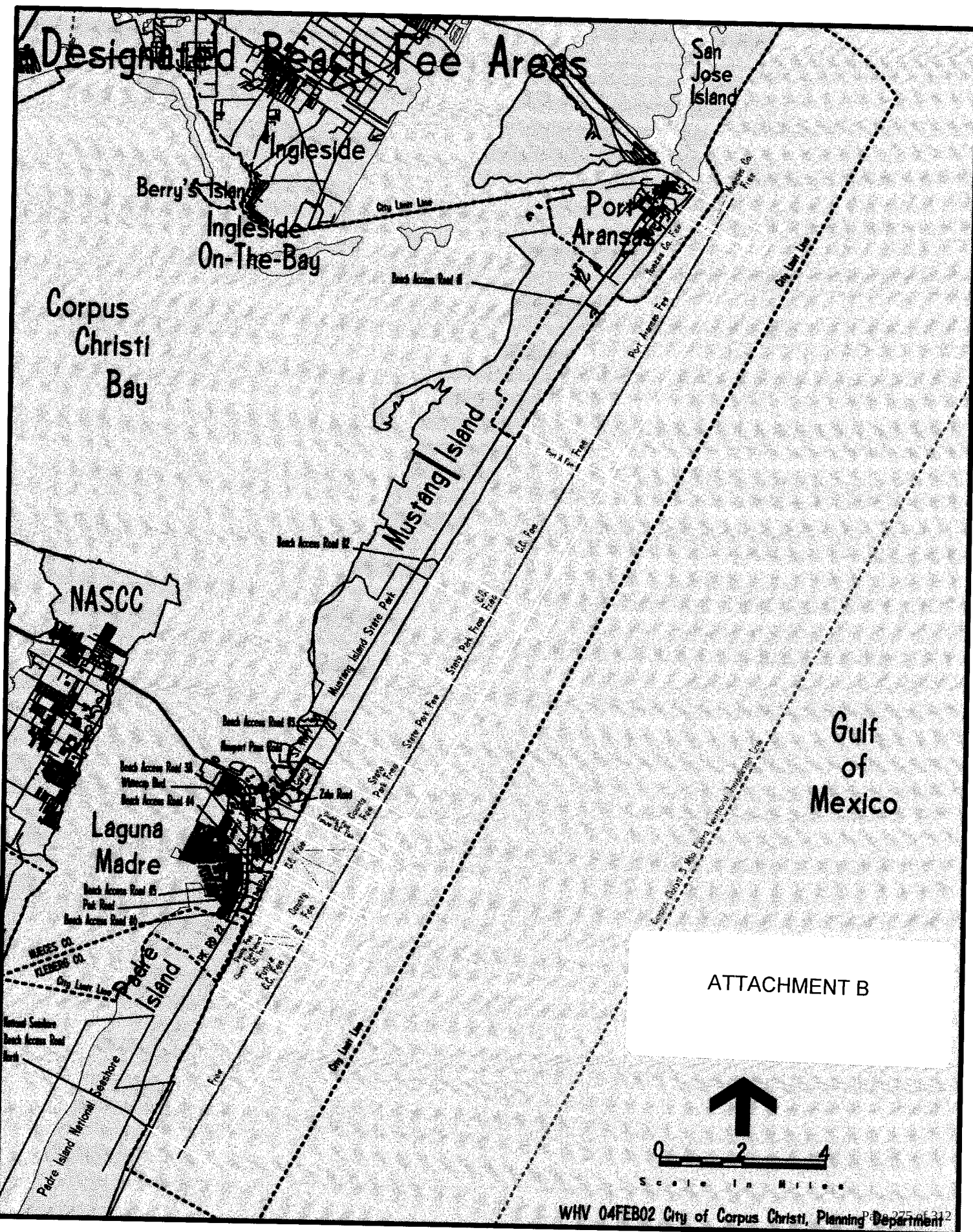

Laura Garza Jimenez
County Attorney

FEE AND FREE BEACHES BY GOVERNMENTAL ENTITY
CORPUS CHRISTI SHIP CHANNEL TO PADRE ISLAND NATIONAL SEASHORE
 Governmental Entity Fee / Free

		Feet	Miles	% of Total Beaches By Entity	Fee / Free by Governmental Entity	Local Government Beach Parking Fee Distribution %
Nueces County	Fee	9,860	1.87	6.5%	67.0%	
Nueces County	Free	4,860	0.92	3.2%	33.0%	
Subtotal		14,720	2.79	9.7%	100.0%	16.0%
City of Port Aransas	Fee	31,880	6.04	21.0%	90.0%	
City of Port Aransas	Free	3,530	0.67	2.3%	10.0%	
Subtotal		35,410	6.71	23.3%	100.0%	38.5%
City of Corpus Christi	Fee	39,629	7.51	26.1%	94.5%	
City of Corpus Christi	Free	2,300	0.44	1.5%	5.5%	
Subtotal		41,929	7.94	27.6%	100.0%	45.5%
Subtotal		92,059	17.44	60.59%	100.0%	100.0%
State of Texas	Fee	11,934	2.26	7.9%	19.9%	
State of Texas	Free	47,934	9.08	31.6%	80.1%	
Subtotal		59,868	11.34	39.4%	100.0%	
Grand Total with State		151,927	28.77	100.0%		

ATTACHMENT A

Page 274 of 312



Attachment C**Mustang and North Padre Islands Beach Parking Permit System
Standard Operating Procedures**

This attachment to the interlocal cooperation agreement among the City of Corpus Christi, City of Port Aransas, and Nueces County relating to the sale and enforcement of beach parking permits establishes the initial standard operating procedures for the Mustang and North Padre Islands beach parking system.

1. An annual beach parking fee is instituted of \$6 based on a calendar year. (During this initial period, the \$6 fee will run from March 1 until Dec. 31 or such later starting time as is necessitated by approval of the GLO.)
2. The three entities will use their best efforts and coordinate with each other to encourage and foster the sale of beach parking permits.
 - a. A standard discount rate of \$5.50 is established for off-beach vendors such as convenience stores, gas stations, etc.
 - b. An on-beach discount fee of \$5 is established for either on-beach contractual sellers or the governmental entities themselves.
3. The City of Port Aransas will be held harmless during the initial period relative to their net beach sticker sales during the same period in 2001.
4. Revenues will be held by each entity in a segregated account and will be reviewed quarterly by the representatives of the entities. The revenues will be disbursed among the entities based on lineal feet of beach being cleaned by each entity.
5. At each quarterly review, the representatives of the entities will consider modifications necessary to the standard operating procedures.
6. The entities will make provisions for the utilization of any on-hand stickers during the initial period.

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council

Subject: Discuss and take action on the 1st and Only Reading of an Ordinance Amending Various Fund Accounts in Fiscal Year 2024-2025 Budget to Reflect Changes Due to Increase in Revenue And/Or Expenses as Authorized by The Home Rule Charter; Repealing All Prior Ordinances in Conflict Herewith; And Providing for An Effective Date.

Meeting: City Council Regular Meeting - Sep 18 2025

Department: Administration

Staff Contact: Darla Honea, Finance Director

BACKGROUND INFORMATION:

Amendment for the budget is typically done once per fiscal year.

FINANCIAL IMPACT:

Financial implications are explained in the ordinance backup.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Port Aransas City Council motion to approve the 1st and Only Reading of an Ordinance Amending Various Fund Accounts in Fiscal Year 2024-2025 Budget to Reflect Changes Due to Increase in Revenue And/Or Expenses as Authorized by The Home Rule Charter; Repealing All Prior Ordinances in Conflict Herewith; And Providing for An Effective Date.

City Council Regular Meeting

AGENDA ITEM REPORT



To: City Council
Subject: Presentation of Monthly Financial Report.
Meeting: City Council Regular Meeting - Sep 18 2025
Department: Administration
Staff Contact: Darla Honea, Finance Director

BACKGROUND INFORMATION:

Finance Director Darla Honea will provide the monthly financial report for the month of August 2025.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Presentation of Report - No action needed.

ATTACHMENTS:

[August 2025 Financials](#)

050-GENERAL FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
TAXES	8,770,265.02	8,421,386.28	(348,878.74)	(3.98)	9,270,700.00	(849,313.72)
LICENSES AND PERMITS	1,937,499.61	1,969,167.64	31,668.03	1.63	1,979,500.00	(10,332.36)
INTERGOVERNMENTAL	693,947.30	569,261.79	(124,685.51)	(17.97)	610,950.00	(41,688.21)
CHARGES FOR SERVICES	446,879.94	449,920.79	3,040.85	0.68	452,000.00	(2,079.21)
FINES AND FOREITURES	402,890.21	448,142.56	45,252.35	11.23	467,000.00	(18,857.44)
OTHER REVENUES	1,081,327.86	493,765.52	(587,562.34)	(54.34)	1,103,900.00	(610,134.48)
REIMBURSEMENTS	<u>1,382,741.16</u>	<u>1,160,914.10</u>	<u>(221,827.06)</u>	<u>(16.04)</u>	<u>1,350,000.00</u>	<u>(189,085.90)</u>
TOTAL REVENUES	<u>14,715,551.10</u>	<u>13,512,558.68</u>	<u>(1,202,992.42)</u>	<u>(8.17)</u>	<u>15,234,050.00</u>	<u>(1,721,491.32)</u>
EXPENDITURES:						
CURRENT:						
CENTRAL OPERATING	1,283,339.94	940,306.20	(343,033.74)	(26.73)	1,493,575.00	(553,268.80)
MAYOR AND COUNCIL	84,801.58	60,287.00	(24,514.58)	(28.91)	101,000.00	(40,713.00)
MUNICIPAL COURT	176,243.79	198,456.74	22,212.95	12.60	231,750.00	(33,293.26)
CITY ATTORNEY	130,707.00	87,617.96	(43,089.04)	(32.97)	150,500.00	(62,882.04)
ADMINISTRATION	446,290.97	451,741.49	5,450.52	1.22	551,075.00	(99,333.51)
CITY SECRETARY	272,654.18	261,274.50	(11,379.68)	(4.17)	446,610.00	(185,335.50)
FINANCE DEPARTMENT	372,052.91	431,940.42	59,887.51	16.10	478,250.00	(46,309.58)
PARKS & RECREATION	742,660.72	763,419.61	20,758.89	2.80	938,295.00	(174,875.39)
POLICE DEPARTMENT	4,567,991.87	5,098,882.94	530,891.07	11.62	7,025,060.00	(1,926,177.06)
FIRE DEPARTMENT	409,758.79	908,290.13	498,531.34	121.66	1,243,300.00	(335,009.87)
EMERGENCY MEDICAL	1,400,277.20	1,602,549.94	202,272.74	14.45	2,124,165.00	(521,615.06)
PUBLIC WORKS	871,501.66	982,793.28	111,291.62	12.77	2,038,550.00	(1,055,756.72)
INSPECTIONS	512,208.65	271,474.04	(240,734.61)	(47.00)	354,600.00	(83,125.96)
LIBRARY	313,436.24	331,916.14	18,479.90	5.90	392,525.00	(60,608.86)
PUBLIC BUILDINGS	545,389.38	841,656.65	296,267.27	54.32	4,756,080.00	(3,914,423.35)
REGIONAL TRANSIT	183,210.08	209,144.80	25,934.72	14.16	311,450.00	(102,305.20)
PLANNING DEPARTMENT	372,936.11	371,527.19	(1,408.92)	(0.38)	426,525.00	(54,997.81)
INFORMATION TECHNOLOGY	541,135.95	556,357.85	15,221.90	2.81	831,775.00	(275,417.15)
OPERATING TRANSFERS	<u>4,347,745.00</u>	<u>0.00</u>	<u>(4,347,745.00)</u>	<u>(100.00)</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>17,574,342.02</u>	<u>14,369,636.88</u>	<u>(3,204,705.14)</u>	<u>(18.24)</u>	<u>23,895,085.00</u>	<u>(9,525,448.12)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(2,858,790.92)</u>	<u>(857,078.20)</u>	<u>2,001,712.72</u>	<u>(70.02)</u>	<u>(8,661,035.00)</u>	<u>7,803,956.80</u>
BEGINNING FUND BALANCE	<u>18,246,069.52</u>	<u>14,651,067.53</u>				
FUND BALANCE	<u>15,387,278.60</u>	<u>13,793,989.33</u>				
	=====	=====				

9.
040-DEBT SERVICE FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
Tax Notes	4,294,888.63	5,531,288.54	1,236,399.91	28.79	5,220,400.00	310,888.54
Other Revenue	32,572.69	20,869.82	(11,702.87)	(35.93)	50,000.00	(29,130.18)
Transfers	<u>830,212.00</u>	<u>1,153,575.00</u>	<u>323,363.00</u>	<u>38.95</u>	<u>1,143,575.00</u>	<u>10,000.00</u>
TOTAL REVENUES	<u>5,157,673.32</u>	<u>6,705,733.36</u>	<u>1,548,060.04</u>	<u>30.01</u>	<u>6,413,975.00</u>	<u>291,758.36</u>
EXPENDITURES:						
CURRENT:						
MUNICIPAL DEBT SERVICE	<u>5,532,315.01</u>	<u>6,572,273.29</u>	<u>1,039,958.28</u>	<u>18.80</u>	<u>6,365,780.00</u>	<u>206,493.29</u>
TOTAL EXPENDITURES	<u>5,532,315.01</u>	<u>6,572,273.29</u>	<u>1,039,958.28</u>	<u>18.80</u>	<u>6,365,780.00</u>	<u>206,493.29</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(<u>374,641.69</u>)	<u>133,460.07</u>	<u>508,101.76</u>	(<u>135.62</u>)	<u>48,195.00</u>	<u>85,265.07</u>
BEGINNING FUND BALANCE	<u>385,744.38</u>	<u>283,226.00</u>				
FUND BALANCE	11,102.69	416,686.07				
	=====	=====				

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
FINES & FORFEITURES	12,632.74	12,091.55	(541.19)	(4.28)	14,500.00	(2,408.45)
INTEREST REVENUE	<u>1,044.56</u>	<u>800.26</u>	(244.30)	(23.39)	<u>750.00</u>	<u>50.26</u>
TOTAL REVENUES	<u>13,677.30</u>	<u>12,891.81</u>	(785.49)	(5.74)	<u>15,250.00</u>	(2,358.19)
EXPENDITURES:						
CURRENT:						
Municipal Court	<u>8,792.97</u>	<u>15,168.62</u>	<u>6,375.65</u>	<u>72.51</u>	<u>43,200.00</u>	(28,031.38)
TOTAL EXPENDITURES	<u>8,792.97</u>	<u>15,168.62</u>	<u>6,375.65</u>	<u>72.51</u>	<u>43,200.00</u>	(28,031.38)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>4,884.33</u>	(2,276.81)	(7,161.14)	(146.61)	(27,950.00)	<u>25,673.19</u>
BEGINNING FUND BALANCE	<u>23,650.49</u>	<u>30,157.75</u>				
FUND BALANCE	28,534.82	27,880.94				
	=====	=====				

9.
056-COURT SECURITY
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
FINES & FORFEITURES	15,145.94	14,241.26	(904.68)	(5.97)	15,000.00	(758.74)
INTEREST REVENUE	<u>2,152.60</u>	<u>1,625.36</u>	<u>(527.24)</u>	<u>(24.49)</u>	<u>2,000.00</u>	<u>(374.64)</u>
TOTAL REVENUES	<u>17,298.54</u>	<u>15,866.62</u>	<u>(1,431.92)</u>	<u>(8.28)</u>	<u>17,000.00</u>	<u>(1,133.38)</u>
EXPENDITURES:						
CURRENT:						
Municipal Court	<u>3,148.75</u>	<u>4,655.22</u>	<u>1,506.47</u>	<u>47.84</u>	<u>55,825.00</u>	<u>(51,169.78)</u>
TOTAL EXPENDITURES	<u>3,148.75</u>	<u>4,655.22</u>	<u>1,506.47</u>	<u>47.84</u>	<u>55,825.00</u>	<u>(51,169.78)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>14,149.79</u>	<u>11,211.40</u>	<u>(2,938.39)</u>	<u>(20.77)</u>	<u>(38,825.00)</u>	<u>50,036.40</u>
BEGINNING FUND BALANCE	<u>39,635.50</u>	<u>55,522.90</u>				
FUND BALANCE	53,785.29	66,734.30				
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9.
057-YOUTH DIVERSION FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
TOTAL REVENUES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
EXPENDITURES:						
CURRENT:						
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
BEGINNING FUND BALANCE	<u>0.00</u>	<u>0.00</u>				
FUND BALANCE	0.00	0.00				
	=====	=====				

9.
075-NATURE PRESERVE PROJECT
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
Tax Notes	0.00	0.00	0.00	0.00	0.00	0.00
Grants	133,472.42	330,370.82	196,898.40	147.52	1,559,000.00	(1,228,629.18)
Donatioms	5,000.00	5,371.00	371.00	7.42	0.00	5,371.00
Other Revenue	3,655.84	532.56	(3,123.28)	(85.43)	500.00	32.56
Miscellaneous Revenue	<u>403,746.42</u>	<u>243,255.67</u>	<u>(160,490.75)</u>	<u>(39.75)</u>	<u>1,244,385.00</u>	<u>(1,001,129.33)</u>
TOTAL REVENUES	<u>545,874.68</u>	<u>579,530.05</u>	<u>33,655.37</u>	<u>6.17</u>	<u>2,803,885.00</u>	<u>(2,224,354.95)</u>
EXPENDITURES:						
CURRENT:						
Supplies & Services	394,076.92	567,676.84	173,599.92	44.05	912,935.00	(345,258.16)
	0.00	0.00	0.00	0.00	0.00	0.00
Grants	<u>136,976.89</u>	<u>517,639.09</u>	<u>380,662.20</u>	<u>277.90</u>	<u>1,890,950.00</u>	<u>(1,373,310.91)</u>
TOTAL EXPENDITURES	<u>531,053.81</u>	<u>1,085,315.93</u>	<u>554,262.12</u>	<u>104.37</u>	<u>2,803,885.00</u>	<u>(1,718,569.07)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>14,820.87</u>	<u>(505,785.88)</u>	<u>(520,606.75)</u>	<u>(3,512.66)</u>	<u>0.00</u>	<u>(505,785.88)</u>
BEGINNING FUND BALANCE	<u>251,572.68</u>	<u>179,886.70</u>				
FUND BALANCE	<u>266,393.55</u>	<u>(325,899.18)</u>				
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9.
100-HOTEL MOTEL
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
HOTEL MOTEL TAXES	4,016,894.95	4,570,091.20	553,196.25	13.77	4,656,310.00	(86,218.80)
OTHER REVENUE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>4,016,894.95</u>	<u>4,570,091.20</u>	<u>553,196.25</u>	<u>13.77</u>	<u>4,656,310.00</u>	<u>(86,218.80)</u>
EXPENDITURES:						
CURRENT:						
Chamber	<u>3,082,402.53</u>	<u>2,244,345.55</u>	<u>(838,056.98)</u>	<u>(27.19)</u>	<u>4,656,310.00</u>	<u>(2,411,964.45)</u>
TOTAL EXPENDITURES	<u>3,082,402.53</u>	<u>2,244,345.55</u>	<u>(838,056.98)</u>	<u>(27.19)</u>	<u>4,656,310.00</u>	<u>(2,411,964.45)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>934,492.42</u>	<u>2,325,745.65</u>	<u>1,391,253.23</u>	<u>148.88</u>	<u>0.00</u>	<u>2,325,745.65</u>
BEGINNING FUND BALANCE	<u>131,811.80</u>	<u>59.69</u>				
FUND BALANCE	<u>1,066,304.22</u>	<u>2,325,805.34</u>				
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9.
110-HOTEL/MOTEL SPECIAL REV.
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
HOTEL MOTEL TAXES	4,281,037.24	4,570,091.19	289,053.95	6.75	4,656,330.00	(86,238.81)
OTHER REVENUE	<u>629,837.89</u>	<u>302,592.45</u>	<u>(327,245.44)</u>	<u>(51.96)</u>	<u>300,000.00</u>	<u>2,592.45</u>
TOTAL REVENUES	<u>4,910,875.13</u>	<u>4,872,683.64</u>	<u>(38,191.49)</u>	<u>(0.78)</u>	<u>4,956,330.00</u>	<u>(83,646.36)</u>
EXPENDITURES:						
CURRENT:						
Supplies and Services	1,673,963.00	1,797,025.47	123,062.47	7.35	3,263,265.00	(1,466,239.53)
Transfer to Proposed Pro	3,370,919.27	4,228,812.67	857,893.40	25.45	9,587,885.00	(5,359,072.33)
TAX NOTE PAYMENT	<u>227,600.00</u>	<u>231,200.00</u>	<u>3,600.00</u>	<u>1.58</u>	<u>231,200.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>5,272,482.27</u>	<u>6,257,038.14</u>	<u>984,555.87</u>	<u>18.67</u>	<u>13,082,350.00</u>	<u>(6,825,311.86)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(361,607.14)</u>	<u>(1,384,354.50)</u>	<u>(1,022,747.36)</u>	<u>282.83</u>	<u>(8,126,020.00)</u>	<u>6,741,665.50</u>
BEGINNING FUND BALANCE	<u>12,195,505.47</u>	<u>9,636,905.03</u>				
FUND BALANCE	<u>11,833,898.33</u>	<u>8,252,550.53</u>				
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9.
115-FACILITY FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
Hotel Motel Tax	638,342.39	703,090.94	64,748.55	10.14	716,360.00	(13,269.06)
Interest	120,481.05	78,131.43	(42,349.62)	(35.15)	90,000.00	(11,868.57)
Transfers	<u>0.00</u>	<u>3,700,000.00</u>	<u>3,700,000.00</u>	<u>0.00</u>	<u>3,700,000.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>758,823.44</u>	<u>4,481,222.37</u>	<u>3,722,398.93</u>	<u>490.55</u>	<u>4,506,360.00</u>	<u>(25,137.63)</u>
EXPENDITURES:						
CURRENT:						
Tourist Facility Maint	<u>526,389.68</u>	<u>1,423,558.73</u>	<u>897,169.05</u>	<u>170.44</u>	<u>6,632,100.00</u>	<u>(5,208,541.27)</u>
TOTAL EXPENDITURES	<u>526,389.68</u>	<u>1,423,558.73</u>	<u>897,169.05</u>	<u>170.44</u>	<u>6,632,100.00</u>	<u>(5,208,541.27)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>232,433.76</u>	<u>3,057,663.64</u>	<u>2,825,229.88</u>	<u>1,215.50</u>	<u>(2,125,740.00)</u>	<u>5,183,403.64</u>
BEGINNING FUND BALANCE	<u>2,019,326.57</u>	<u>2,149,395.46</u>				
FUND BALANCE	2,251,760.33	5,207,059.10				
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9.
125-AIRPORT FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
AIRPORT REVENUE	226,642.63	228,704.64	2,062.01	0.91	256,150.00	(27,445.36)
	0.00	0.00	0.00	0.00	478,400.00	(478,400.00)
OTHER REVENUE	3.12	0.00	(3.12)	(100.00)	5,000.00	(5,000.00)
TRANSFERS & REIMBURSEMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>226,645.75</u>	<u>228,704.64</u>	<u>2,058.89</u>	<u>0.91</u>	<u>739,550.00</u>	<u>(510,845.36)</u>
EXPENDITURES:						
CURRENT:						
	25,060.02	27,089.26	2,029.24	8.10	43,585.00	(16,495.74)
	<u>230,349.08</u>	<u>150,896.84</u>	<u>(79,452.24)</u>	<u>(34.49)</u>	<u>686,000.00</u>	<u>(535,103.16)</u>
TOTAL EXPENDITURES	<u>255,409.10</u>	<u>177,986.10</u>	<u>(77,423.00)</u>	<u>(30.31)</u>	<u>729,585.00</u>	<u>(551,598.90)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(28,763.35)</u>	<u>50,718.54</u>	<u>79,481.89</u>	<u>(276.33)</u>	<u>9,965.00</u>	<u>40,753.54</u>
BEGINNING FUND BALANCE	<u>(52,011.46)</u>	<u>(186,862.71)</u>				
FUND BALANCE	<u>(80,774.81)</u>	<u>(136,144.17)</u>				
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9.
150-BEACH FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
HOTEL MOTEL TAXES	2,162,954.00	2,309,945.45	146,991.45	6.80	2,900,000.00	(590,054.55)
BEACH PARKING PERMITS	1,172,999.43	1,236,547.15	63,547.72	5.42	1,300,000.00	(63,452.85)
INTERGOVERNMENTAL	293,103.22	361,903.25	68,800.03	23.47	329,000.00	32,903.25
OTHER REVENUE	390,282.09	223,932.34	(166,349.75)	(42.62)	200,000.00	23,932.34
TRANSFERS	<u>0.00</u>	<u>879,500.00</u>	<u>879,500.00</u>	<u>0.00</u>	<u>879,500.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>4,019,338.74</u>	<u>5,011,828.19</u>	<u>992,489.45</u>	<u>24.69</u>	<u>5,608,500.00</u>	<u>(596,671.81)</u>
EXPENDITURES:						
CURRENT:						
LIFEGUARDS & PERMITS	680,358.83	1,111,111.99	430,753.16	63.31	2,480,725.00	(1,369,613.01)
PARKING ENFORCEMENT	18,295.65	19,145.78	850.13	4.65	109,215.00	(90,069.22)
BEACH PUBLIC WORKS	1,506,629.71	2,278,440.24	771,810.53	51.23	5,114,621.00	(2,836,180.76)
TRANSFERS TO GEN FD	1,382,741.16	1,160,914.10	(221,827.06)	(16.04)	1,350,000.00	(189,085.90)
TRANSFERS TO SANITATION	<u>0.00</u>	<u>60,000.00</u>	<u>60,000.00</u>	<u>0.00</u>	<u>60,000.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>3,588,025.35</u>	<u>4,629,612.11</u>	<u>1,041,586.76</u>	<u>29.03</u>	<u>9,114,561.00</u>	<u>(4,484,948.89)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>431,313.39</u>	<u>382,216.08</u>	<u>(49,097.31)</u>	<u>(11.38)</u>	<u>(3,506,061.00)</u>	<u>3,888,277.08</u>
BEGINNING FUND BALANCE	<u>7,440,480.57</u>	<u>8,286,821.87</u>				
FUND BALANCE	<u>7,871,793.96</u>	<u>8,669,037.95</u>				
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9,
175-HARBOR FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
HARBOR FEES	0.19	0.39	0.20	105.26	0.00	0.39
HARBOR FEES	1,236,099.69	1,196,280.41	(39,819.28)	(3.22)	1,238,450.00	(42,169.59)
OTHER REVENUE	10,359.50	26,336.99	15,977.49	154.23	15,750.00	10,586.99
TRANSFERS	2,967,172.85	285,557.00	(2,681,615.85)	(90.38)	0.00	285,557.00
GRANTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>4,213,632.23</u>	<u>1,508,174.79</u>	<u>(2,705,457.44)</u>	<u>(64.21)</u>	<u>1,254,200.00</u>	<u>253,974.79</u>
EXPENDITURES:						
CURRENT:						
	1,768,793.28	823,898.95	(944,894.33)	(53.42)	1,279,845.00	(455,946.05)
TRANS TO PROJECTE PROJ	<u>2,994,955.00</u>	<u>626,495.13</u>	<u>(2,368,459.87)</u>	<u>(79.08)</u>	<u>12,650.00</u>	<u>613,845.13</u>
TOTAL EXPENDITURES	<u>4,763,748.28</u>	<u>1,450,394.08</u>	<u>(3,313,354.20)</u>	<u>(69.55)</u>	<u>1,292,495.00</u>	<u>157,899.08</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(550,116.05)</u>	<u>57,780.71</u>	<u>607,896.76</u>	<u>(110.50)</u>	<u>(38,295.00)</u>	<u>96,075.71</u>
BEGINNING FUND BALANCE	<u>13,130,293.03</u>	<u>15,309,391.54</u>				
FUND BALANCE	12,580,176.98	15,367,172.25				
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9.
200-CONSTRUCTION FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
BOND PROCEEDS	14,100,000.00	8,840,000.00	(5,260,000.00)	(37.30)	0.00	8,840,000.00
GRANT PROCEEDS	3,342,943.79	369,586.36	(2,973,357.43)	(88.94)	1,131,756.11	(762,169.75)
OTHER REVENUE	<u>1,140,262.37</u>	<u>1,554,574.79</u>	<u>414,312.42</u>	<u>36.33</u>	<u>100,000.00</u>	<u>1,454,574.79</u>
TOTAL REVENUES	<u>18,583,206.16</u>	<u>10,764,161.15</u>	<u>(7,819,045.01)</u>	<u>(42.08)</u>	<u>1,231,756.11</u>	<u>9,532,405.04</u>
EXPENDITURES:						
CURRENT:						
BOND FEES	0.00	0.00	0.00	0.00	0.00	0.00
BUILDING PROJECT	409,094.56	2,546,164.00	2,137,069.44	522.39	14,000,000.00	(11,453,836.00)
BUILDING PROJECT	0.00	3,434,980.00	3,434,980.00	0.00	3,434,980.00	0.00
BONDED EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
PROJECTED PROJECTS	5,941,175.20	2,660,776.64	(3,280,398.56)	(55.21)	8,064,306.11	(5,403,529.47)
OPERATING TRANSFERS	<u>0.00</u>	<u>879,500.00</u>	<u>879,500.00</u>	<u>0.00</u>	<u>879,500.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>6,350,269.76</u>	<u>9,521,420.64</u>	<u>3,171,150.88</u>	<u>49.94</u>	<u>26,378,786.11</u>	<u>(16,857,365.47)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>12,232,936.40</u>	<u>1,242,740.51</u>	<u>(10,990,195.89)</u>	<u>(89.84)</u>	<u>(25,147,030.00)</u>	<u>26,389,770.51</u>
BEGINNING FUND BALANCE	<u>17,016,316.09</u>	<u>28,725,096.63</u>				
FUND BALANCE	<u>29,249,252.49</u>	<u>29,967,837.14</u>				
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9.
202-DRAINAGE IMPACT FEES
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
LICENSES AND PERMITS	2,806.16	75,452.30	72,646.14	2,588.81	10,000.00	65,452.30
OTHER REVENUE	83.51	1,253.11	1,169.60	1,400.55	100.00	1,153.11
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>2,889.67</u>	<u>76,705.41</u>	<u>73,815.74</u>	<u>2,554.47</u>	<u>10,100.00</u>	<u>66,605.41</u>
EXPENDITURES:						
CURRENT:						
PROJECTED PROJECTS	2,799.14	0.00	(2,799.14)	(100.00)	0.00	0.00
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>2,799.14</u>	<u>0.00</u>	<u>(2,799.14)</u>	<u>(100.00)</u>	<u>0.00</u>	<u>0.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>90.53</u>	<u>76,705.41</u>	<u>76,614.88</u>	<u>4,629.27</u>	<u>10,100.00</u>	<u>66,605.41</u>
BEGINNING FUND BALANCE	<u>4,892.45</u>	<u>9,605.22</u>				
FUND BALANCE	<u>4,982.98</u>	<u>86,310.63</u>				
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9.
205-IMPACT FEES ZONE 1
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
LICENSES AND PERMITS	162,550.99	320,172.34	157,621.35	96.97	125,000.00	195,172.34
OTHER REVENUE	<u>29,677.55</u>	<u>18,562.67</u>	(<u>11,114.88</u>)	(<u>37.45</u>)	<u>30,000.00</u>	(<u>11,437.33</u>)
TOTAL REVENUES	<u>192,228.54</u>	<u>338,735.01</u>	<u>146,506.47</u>	<u>76.21</u>	<u>155,000.00</u>	<u>183,735.01</u>
EXPENDITURES:						
CURRENT:						
PROJECTED PROJECTS	8,840.93	0.00	(8,840.93)	(100.00)	0.00	0.00
TRANSFERS	<u>533,012.00</u>	<u>275,000.00</u>	(<u>258,012.00</u>)	(<u>48.41</u>)	<u>275,000.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>541,852.93</u>	<u>275,000.00</u>	(<u>266,852.93</u>)	(<u>49.25</u>)	<u>275,000.00</u>	<u>0.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(<u>349,624.39</u>)	<u>63,735.01</u>	<u>413,359.40</u>	(<u>118.23</u>)	(<u>120,000.00</u>)	<u>183,735.01</u>
BEGINNING FUND BALANCE	<u>859,142.58</u>	<u>548,143.74</u>				
FUND BALANCE	509,518.19	611,878.75				
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9.
207-IMPACT FEES ZONE 2
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
LICENSES AND PERMITS	88,882.02	170,448.52	81,566.50	91.77	75,000.00	95,448.52
OTHER REVENUE	<u>7,858.58</u>	<u>7,887.81</u>	<u>29.23</u>	<u>0.37</u>	<u>7,500.00</u>	<u>387.81</u>
TOTAL REVENUES	<u>96,740.60</u>	<u>178,336.33</u>	<u>81,595.73</u>	<u>84.34</u>	<u>82,500.00</u>	<u>95,836.33</u>
EXPENDITURES:						
CURRENT:						
PROJECTED PROJECTS	6,041.81	0.00	(6,041.81)	(100.00)	0.00	0.00
TRANSFERS	<u>69,600.00</u>	<u>72,700.00</u>	<u>3,100.00</u>	<u>4.45</u>	<u>72,700.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>75,641.81</u>	<u>72,700.00</u>	<u>(2,941.81)</u>	<u>(3.89)</u>	<u>72,700.00</u>	<u>0.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>21,098.79</u>	<u>105,636.33</u>	<u>84,537.54</u>	<u>400.67</u>	<u>9,800.00</u>	<u>95,836.33</u>
BEGINNING FUND BALANCE	<u>158,460.40</u>	<u>200,041.36</u>				
FUND BALANCE	179,559.19	305,677.69				
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9,
210-PARK DEDICATION FEES
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
LICENSES AND PERMITS	66,103.36	96,324.88	30,221.52	45.72	45,000.00	51,324.88
OTHER REVENUE	<u>40,504.14</u>	<u>23,885.71</u>	(<u>16,618.43</u>)	(<u>41.03</u>)	<u>20,000.00</u>	<u>3,885.71</u>
TOTAL REVENUES	<u>106,607.50</u>	<u>120,210.59</u>	<u>13,603.09</u>	<u>12.76</u>	<u>65,000.00</u>	<u>55,210.59</u>
EXPENDITURES:						
CURRENT:						
PROJECTED PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>780,000.00</u>	(<u>780,000.00</u>)
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>780,000.00</u>	(<u>780,000.00</u>)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>106,607.50</u>	<u>120,210.59</u>	<u>13,603.09</u>	<u>12.76</u>	(<u>715,000.00</u>)	<u>835,210.59</u>
BEGINNING FUND BALANCE	<u>689,819.76</u>	<u>814,601.95</u>				
FUND BALANCE	<u>796,427.26</u>	<u>934,812.54</u>				
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9.
215-STREET MAINTENANCE FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
OTHER REVENUE	39,519.98	21,596.21	(17,923.77)	(45.35)	25,000.00	(3,403.79)
TRANSFERS & REIMBURSEMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>39,519.98</u>	<u>21,596.21</u>	<u>(17,923.77)</u>	<u>(45.35)</u>	<u>25,000.00</u>	<u>(3,403.79)</u>
EXPENDITURES:						
CURRENT:						
PROJECTED PROJECTS	29,219.64	144,453.65	115,234.01	394.37	659,000.00	(514,546.35)
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>29,219.64</u>	<u>144,453.65</u>	<u>115,234.01</u>	<u>394.37</u>	<u>659,000.00</u>	<u>(514,546.35)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>10,300.34</u>	<u>(122,857.44)</u>	<u>(133,157.78)</u>	<u>(1,292.75)</u>	<u>(634,000.00)</u>	<u>511,142.56</u>
BEGINNING FUND BALANCE	<u>821,231.66</u>	<u>834,238.49</u>				
FUND BALANCE	831,532.00	711,381.05				
	=====	=====				

9.
225-RECREATIONAL DEVELOPMENT
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
TAX REVENUE	999,922.50	1,068,369.99	68,447.49	6.85	1,313,600.00	(245,230.01)
INTERGOVERNMENTAL	0.00	35,000.00	35,000.00	0.00	263,600.00	(228,600.00)
OTHER REVENUE	102,010.86	90,150.26	(11,860.60)	(11.63)	97,250.00	(7,099.74)
TRANSFERS & REIMBURSEMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,744,500.00</u>	<u>(4,744,500.00)</u>
TOTAL REVENUES	<u>1,101,933.36</u>	<u>1,193,520.25</u>	<u>91,586.89</u>	<u>8.31</u>	<u>6,418,950.00</u>	<u>(5,225,429.75)</u>
EXPENDITURES:						
CURRENT:						
	1,725,108.41	3,385,747.33	1,660,638.92	96.26	6,511,210.00	(3,125,462.67)
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>1,725,108.41</u>	<u>3,385,747.33</u>	<u>1,660,638.92</u>	<u>96.26</u>	<u>6,511,210.00</u>	<u>(3,125,462.67)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(623,175.05)</u>	<u>(2,192,227.08)</u>	<u>(1,569,052.03)</u>	<u>251.78</u>	<u>(92,260.00)</u>	<u>(2,099,967.08)</u>
BEGINNING FUND BALANCE	<u>1,374,039.24</u>	<u>1,574,048.91</u>				
FUND BALANCE	<u>750,864.19</u>	<u>(618,178.17)</u>				
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9,
250-GAS UTILITY FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
GRANTS	195.39	240.59	45.20	23.13	0.00	240.59
NATURAL GAS SALES	1,462,230.73	1,648,092.63	185,861.90	12.71	1,565,500.00	82,592.63
OTHER REVENUES	42,261.98	9,207.57	(33,054.41)	(78.21)	42,000.00	(32,792.43)
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>1,504,688.10</u>	<u>1,657,540.79</u>	<u>152,852.69</u>	<u>10.16</u>	<u>1,607,500.00</u>	<u>50,040.79</u>
EXPENDITURES:						
CURRENT:						
GAS DEPARTMENT	1,063,130.38	2,327,997.63	1,264,867.25	118.98	4,720,600.00	(2,392,602.37)
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
GAS PURCHASE	<u>369,942.84</u>	<u>544,310.55</u>	<u>174,367.71</u>	<u>47.13</u>	<u>439,000.00</u>	<u>105,310.55</u>
TOTAL EXPENDITURES	<u>1,433,073.22</u>	<u>2,872,308.18</u>	<u>1,439,234.96</u>	<u>100.43</u>	<u>5,159,600.00</u>	<u>(2,287,291.82)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>71,614.88</u>	<u>(1,214,767.39)</u>	<u>(1,286,382.27)</u>	<u>(1,796.25)</u>	<u>(3,552,100.00)</u>	<u>2,337,332.61</u>
BEGINNING FUND BALANCE	<u>18,523,020.85</u>	<u>25,282,660.46</u>				
FUND BALANCE	18,594,635.73	24,067,893.07				
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9,
255-SANITATION FUND
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
GRANTS	452.74	623.51	170.77	37.72	0.00	623.51
UTILITY ACCOUNTS	1,540,898.15	1,761,656.69	220,758.54	14.33	2,868,750.00	(1,107,093.31)
OTHER REVENUES	10,252.96	1,708.12	(8,544.84)	(83.34)	5,000.00	(3,291.88)
TRANSFERS	<u>0.00</u>	<u>60,000.00</u>	<u>60,000.00</u>	<u>0.00</u>	<u>60,000.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>1,551,603.85</u>	<u>1,823,988.32</u>	<u>272,384.47</u>	<u>17.56</u>	<u>2,933,750.00</u>	<u>(1,109,761.68)</u>
EXPENDITURES:						
CURRENT:						
SANITATION DEPARTMENT	1,381,061.85	1,689,507.14	308,445.29	22.33	3,009,775.00	(1,320,267.86)
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
DEPRECIATION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>1,381,061.85</u>	<u>1,689,507.14</u>	<u>308,445.29</u>	<u>22.33</u>	<u>3,009,775.00</u>	<u>(1,320,267.86)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>170,542.00</u>	<u>134,481.18</u>	<u>(36,060.82)</u>	<u>(21.14)</u>	<u>(76,025.00)</u>	<u>210,506.18</u>
BEGINNING FUND BALANCE	<u>276,161.44</u>	<u>422,675.00</u>				
FUND BALANCE	446,703.44	557,156.18				
	=====	=====				

9.
997-COVID - 19
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
Grants	0.00	0.00	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00	0.00	0.00
Interest	<u>12,123.03</u>	<u>8,646.20</u>	<u>(3,476.83)</u>	<u>(28.68)</u>	<u>0.00</u>	<u>8,646.20</u>
TOTAL REVENUES	<u>12,123.03</u>	<u>8,646.20</u>	<u>(3,476.83)</u>	<u>(28.68)</u>	<u>0.00</u>	<u>8,646.20</u>
EXPENDITURES:						
CURRENT:						
BEACH SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
CENTRAL OPERATING	0.00	0.00	0.00	0.00	0.00	0.00
MAYOR AND COUNCIL	0.00	0.00	0.00	0.00	0.00	0.00
CITY SECRETARY	0.00	0.00	0.00	0.00	0.00	0.00
FINANCE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
POLICE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
EMERGENCY MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS	0.00	0.00	0.00	0.00	0.00	0.00
GAS UTILITY DEPARTMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>12,123.03</u>	<u>8,646.20</u>	<u>(3,476.83)</u>	<u>(28.68)</u>	<u>0.00</u>	<u>8,646.20</u>
BEGINNING FUND BALANCE	<u>300,389.06</u>	<u>313,547.45</u>				
FUND BALANCE	312,512.09	322,193.65				
	=====	=====				

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
Grants	<u>2,787.39</u>	<u>69,296.37</u>	<u>66,508.98</u>	<u>2,386.07</u>	<u>0.00</u>	<u>69,296.37</u>
TOTAL REVENUES	<u>2,787.39</u>	<u>69,296.37</u>	<u>66,508.98</u>	<u>2,386.07</u>	<u>0.00</u>	<u>69,296.37</u>
EXPENDITURES:						
CURRENT:						
BEACH SERVICES	352.50	3,055.00	2,702.50	766.67	0.00	3,055.00
CENTRAL OPERATING	1,009.10	0.00	(1,009.10)	(100.00)	0.00	0.00
PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
POLICE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
GAS UTILITY DEPARTMENT	<u>66,883.65</u>	<u>0.00</u>	<u>(66,883.65)</u>	<u>(100.00)</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>68,245.25</u>	<u>3,055.00</u>	<u>(65,190.25)</u>	<u>(95.52)</u>	<u>0.00</u>	<u>3,055.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(65,457.86)</u>	<u>66,241.37</u>	<u>131,699.23</u>	<u>(201.20)</u>	<u>0.00</u>	<u>66,241.37</u>
BEGINNING FUND BALANCE	<u>2,458.72</u>	<u>(63,116.64)</u>				
FUND BALANCE	<u>(62,999.14)</u>	<u>3,124.73</u>				
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9.
999-HURRICANE HARVEY
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024 Y-T-D ACTUAL	2024-2025 Y-T-D ACTUAL	INCREASE/ (DECREASE)	PERCENT CHANGE	CURRENT BUDGET	BUDGET VARIANCE
REVENUES:						
Insurance - Fleet	0.00	0.00	0.00	0.00	0.00	0.00
Grants	4,890,939.17	2,492,871.83	(2,398,067.34)	(49.03)	0.00	2,492,871.83
Grants	5,337.09	0.00	(5,337.09)	(100.00)	0.00	0.00
Grants	0.00	24,839.07	24,839.07	0.00	0.00	24,839.07
Interest Earned	3,207,184.47	754,051.11	(2,453,133.36)	(76.49)	0.00	754,051.11
Insurance - Buildings	0.00	0.00	0.00	0.00	0.00	0.00
Grants HMGP	0.00	0.00	0.00	0.00	0.00	0.00
Transfers	<u>4,347,745.00</u>	<u>0.00</u>	<u>(4,347,745.00)</u>	<u>(100.00)</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>12,451,205.73</u>	<u>3,271,762.01</u>	<u>(9,179,443.72)</u>	<u>(73.72)</u>	<u>0.00</u>	<u>3,271,762.01</u>
EXPENDITURES:						
CURRENT:						
EMERGENCY PROTECTIVE	255,079.54	247,880.68	(7,198.86)	(2.82)	0.00	247,880.68
CENTRAL OPERATING	0.00	0.00	0.00	0.00	0.00	0.00
STREETS	0.00	0.00	0.00	0.00	0.00	0.00
DEBRIS MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00
CITY ATTORNEY	0.00	0.00	0.00	0.00	0.00	0.00
CITY SECRETARY	0.00	0.00	0.00	0.00	0.00	0.00
FINANCE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
PARKS & RECREATION	624,038.17	688,588.53	64,550.36	10.34	0.00	688,588.53
POLICE DEPARTMENT	6,311,016.57	2,082,854.54	(4,228,162.03)	(67.00)	0.00	2,082,854.54
FIRE DEPARTMENT	1,386,074.18	3,233,072.14	1,846,997.96	133.25	0.00	3,233,072.14
EMERGENCY MEDICAL	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS	68,635.38	1,053,465.65	984,830.27	1,434.87	0.00	1,053,465.65
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00
MUNICIPAL HARBOR	7,520.00	968.20	(6,551.80)	(87.13)	0.00	968.20
PUBLIC BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
GAS UTILITY DEPARTMENT	6,360,138.37	3,339,143.03	(3,020,995.34)	(47.50)	0.00	3,339,143.03
PLANNING DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
INFORMATION TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
ROADS	0.00	0.00	0.00	0.00	0.00	0.00
ANCEL BRUNDRETTE	0.00	0.00	0.00	0.00	0.00	0.00
AIRPORT	0.00	0.00	0.00	0.00	0.00	0.00
GAS	0.00	0.00	0.00	0.00	0.00	0.00
ROADS	0.00	0.00	0.00	0.00	0.00	0.00
BULKHEAD PROJECTS	1,969,928.07	77,817.85	(1,892,110.22)	(96.05)	0.00	77,817.85
HMGP	694,275.00	0.00	(694,275.00)	(100.00)	0.00	0.00
CHAMBER OF COMMERCE	0.00	0.00	0.00	0.00	0.00	0.00
CDBG	0.00	0.00	0.00	0.00	0.00	0.00
DAC	271,352.01	327,196.40	55,844.39	20.58	0.00	327,196.40
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>17,948,057.29</u>	<u>11,050,987.02</u>	<u>(6,897,070.27)</u>	<u>(38.43)</u>	<u>0.00</u>	<u>11,050,987.02</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(5,496,851.56)</u>	<u>(7,779,225.01)</u>	<u>(2,282,373.45)</u>	<u>41.52</u>	<u>0.00</u>	<u>(7,779,225.01)</u>
BEGINNING FUND BALANCE	<u>1,612,471.30</u>	<u>(1,416,245.84)</u>				

9.
999-HURRICANE HARVEY
AUGUST 31ST, 2025

YEAR TO DATE COMPARISON

	2023-2024	2024-2025				
	Y-T-D	Y-T-D	INCREASE/	PERCENT	CURRENT	BUDGET
	ACTUAL	ACTUAL	(DECREASE)	CHANGE	BUDGET	VARIANCE
FUND BALANCE	(3,884,380.26)	(9,195,470.85)				
	=====	=====				

9.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH					

040-DEBT SERVICE FUND	10110	Claim on Cash	762,368.10	(328,282.03)	434,086.07
050-GENERAL FUND	10110	Claim on Cash	14,498,749.91	(603,585.70)	13,895,164.21
055-COURT TECHNOLOGY	10110	Claim on Cash	34,221.48	(6,340.54)	27,880.94
056-COURT SECURITY	10110	Claim on Cash	64,538.76	2,195.54	66,734.30
075-NATURE PRESERVE PROJECT	10110	Claim on Cash	(393,176.58)	54,072.03	(339,104.55)
100-HOTEL MOTEL	10110	Claim On Cash	1,044,726.18	1,280,700.47	2,325,426.65
110-HOTEL/MOTEL SPECIAL REV.	10110	Claim On Cash	7,848,392.19	854,838.61	8,703,230.80
115-FACILITY FUND	10110	Claim on Cash	5,375,864.65	(151,580.67)	5,224,283.98
125-AIRPORT FUND	10110	Claim on Cash	(145,284.27)	(17,814.33)	(163,098.60)
150-BEACH FUND	10110	Claim On Cash	8,134,358.94	599,332.82	8,733,691.76
175-HARBOR FUND	10110	Claim On Cash	(1,529,768.01)	(7,503.45)	(1,537,271.46)
200-CONSTRUCTION FUND	10110	Claim On Cash	33,403,632.29	(815.15)	33,402,817.14
202-DRAINAGE IMPACT FEES	10110	Claim on Cash	77,665.00	8,645.63	86,310.63
205-IMPACT FEES ZONE 1	10110	Claim on Cash	591,248.14	20,630.61	611,878.75
207-IMPACT FEES ZONE 2	10110	Claim on Cash	302,252.53	3,425.16	305,677.69
210-PARK DEDICATION FEES	10110	Claim on Cash	926,703.89	8,108.65	934,812.54
215-STREET MAINTENANCE FUND	10110	Claim on Cash	741,114.34	(29,733.29)	711,381.05
225-RECREATIONAL DEVELOPMENT	10110	Claim On Cash	(492,172.09)	25,995.29	(466,176.80)
250-GAS UTILITY FUND	10110	Claim On Cash	(366,472.55)	(137,613.78)	(504,086.33)
255-SANITATION FUND	10110	Claim on Cash	110,653.75	42,634.69	153,288.44
997-COVID - 19	10110	Claim on Cash	321,570.72	622.93	322,193.65
998-WINTER STORM URI	10110	Claim on Cash	(66,171.64)	69,296.37	3,124.73
999-HURRICANE HARVEY	10110	Claim on Cash	<u>(8,425,670.79)</u>	<u>(683,616.92)</u>	<u>(9,109,287.71)</u>
TOTAL CLAIM ON CASH			62,819,344.94	1,003,612.94	63,822,957.88
			=====	=====	=====

CASH IN BANK - POOLED CASH

010	10110	Pooled Cash - Value Bank	34,778.33	0.00	34,778.33
010	10111	Pooled Cash - American Bank	2,576,155.34	(1,706,174.11)	869,981.23
010	10200	Pooled Texas Class	6,231,198.01	23,274.81	6,254,472.82
010	10210	Logic - 2024 T.A.N.	12,882,608.13	48,080.87	12,930,689.00
010	10211	Logic - 2025 C.O.	8,147,528.67	30,408.47	8,177,937.14
010	10321	Pooled Texpool	6,069,840.04	2,859,958.59	8,929,798.63
010	10322	Nature Preserve Project	0.00	0.00	0.00
010	10323	Hotel Motel Fund	13,774,908.97	50,367.57	13,825,276.54
010	10324	Beach Fund - Texpool	2,627,065.56	9,605.78	2,636,671.34
010	10325	Construction Projects	2,205,806.72	8,065.46	2,213,872.18
010	10326	Nature Preserve Investments	(61,500.00)	0.00	(61,500.00)
010	10327	Hotel Motel Investments	0.00	0.00	0.00
010	10328	Debt Service Fund	6,925,804.76	(320,541.71)	6,605,263.05
010	10350	CD's & Money Market Fund	1,405,717.62	0.00	1,405,717.62
010	10355	CD's Construction Fund	0.00	0.00	0.00
010	14040	Debt Service Fund	0.00	0.00	0.00

9.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
010	15100	CD Interest Receivable	0.00	0.00	0.00
010	10113	Cash Dep Agreement Sea Oats	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SUBTOTAL CASH IN BANK - POOLED CASH			62,819,912.15	1,003,045.73	63,822,957.88
WAGES PAYABLE					

010	20400	Wages Payable	<u>567.21</u>	(<u>567.21</u>)	<u>0.00</u>
SUBTOTAL WAGES PAYABLE			567.21	(567.21)	0.00
TOTAL CASH IN BANK - POOLED CASH			62,819,344.94	1,003,612.94	63,822,957.88
			=====	=====	=====
DUE TO OTHER FUNDS - POOLED CASH					

010	20000	Due to Other Funds	<u>62,819,344.94</u>	<u>1,003,612.94</u>	<u>63,822,957.88</u>
TOTAL DUE TO OTHER FUNDS			62,819,344.94	1,003,612.94	63,822,957.88
			=====	=====	=====

9.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
DUE TO POOLED CASH					

040	20300	Accounts Payable (Pending)	0.00	0.00	0.00
050	20300	Accounts Payable (Pending)	545,035.66	(378,289.38)	166,746.28
055	20300	Accounts Payable	8,119.00	(8,119.00)	0.00
056	20300	Accounts Payable	0.00	0.00	0.00
075	20300	Accounts Payable (Pending)	4,646.25	8,658.25	13,304.50
100	20300	Accounts Payable (Pending)	0.00	0.00	0.00
110	20300	Accounts Payable	1,302.15	349,365.88	350,668.03
115	20300	Accounts Payable (Pending)	336,741.25	(327,308.94)	9,432.31
125	20300	Accounts Payable (Pending)	19,763.90	(19,717.70)	46.20
150	20300	Accounts Payable	60,997.96	3,240.78	64,238.74
175	20300	Accounts Payable Pending)	10,020.38	(732.16)	9,288.22
200	20300	Accounts Payable (Pending)	143,733.75	(143,733.75)	0.00
202	20300	Accounts Payable	0.00	0.00	0.00
205	20300	Accounts Payable	0.00	0.00	0.00
207	20300	Accounts Payable	0.00	0.00	0.00
210	20300	Accounts Payable	0.00	0.00	0.00
215	20300	Accounts Payable	0.00	0.00	0.00
225	20300	Accounts Payable (Pending)	68,892.77	(51,950.81)	16,941.96
250	20300	Accounts Payable (Pending)	17,129.75	(5,162.65)	11,967.10
255	20300	Accounts Payable	1,222.69	(273.46)	949.23
997	20300	Accounts Payable (Pending)	0.00	0.00	0.00
998	20300	Accounts Payable (Pending)	0.00	0.00	0.00
999	20300	Accounts Payable (Pending)	<u>235,265.14</u>	<u>(149,082.00)</u>	<u>86,183.14</u>
TOTAL DUE TO POOLED CASH			<u>1,452,870.65</u>	<u>(723,104.94)</u>	<u>729,765.71</u>
			=====	=====	=====
DUE FROM OTHER FUNDS					

010	14040	Debt Service Fund	0.00	0.00	0.00
010	14050	General Fund	545,035.66	(378,739.38)	166,296.28
010	14055	Court Technology Fund	8,119.00	(8,119.00)	0.00
010	14056	Court Security Fund	0.00	0.00	0.00
010	14075	Special Revenue Fund	4,646.25	8,658.25	13,304.50
010	14100	Hotel Motel Fund	0.00	0.00	0.00
010	14110	Hotel Motel Special Tax Fund	1,302.15	349,365.88	350,668.03
010	14115	Facility Fund	336,741.25	(327,308.94)	9,432.31
010	14125	Airport Fund	19,763.90	(19,717.70)	46.20
010	14150	Beach Permit Fund	60,997.96	3,240.78	64,238.74
010	14175	Municipal Harbor Fund	10,020.38	(732.16)	9,288.22
010	14200	Construction Fund	143,733.75	(143,733.75)	0.00
010	14202	Drainage Impact Fee	0.00	0.00	0.00
010	14205	Impact Fees Zone 1	0.00	0.00	0.00
010	14207	Impact Fees Zone 2	0.00	0.00	0.00

9.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
010	14210	Park Dedication Fees	0.00	0.00	0.00
010	14215	Street Maintenance Fund	0.00	0.00	0.00
010	14225	Recreational Developement Fund	68,892.77	(51,950.81)	16,941.96
010	14250	Gas Utility Fund	17,129.75	(5,162.65)	11,967.10
010	14255	Sanitation Fund	1,222.69	(273.46)	949.23
010	14997	COVID - 19	0.00	0.00	0.00
010	14998	Hurricane Hanna	0.00	0.00	0.00
010	14999	Hurricane Recovery Fund	<u>235,265.14</u>	<u>(149,082.00)</u>	<u>86,183.14</u>
TOTAL DUE FROM OTHER FUNDS			<u>1,452,870.65</u>	<u>(723,554.94)</u>	<u>729,315.71</u>
			=====	=====	=====
ACCOUNTS PAYABLE - POOLED CASH					

010	20300	Accounts Payable Account	<u>1,452,870.65</u>	<u>(723,554.94)</u>	<u>729,315.71</u>
TOTAL ACCOUNTS PAYABLE POOLED CASH			<u>1,452,870.65</u>	<u>(723,554.94)</u>	<u>729,315.71</u>
			=====	=====	=====

*** END OF REPORT ***

OCCUPANCY TAX COLLECTIONS

				PERCENT OF CHANGE FY 2025 TO FY 2024											
FY2025		FY2024		MONTH	YTD	FY2023		FY2022		FY2021		FY2020		FY2019	
OCT 24	630,515.76	OCT 23	794,950.60	-20.68%	-20.68%	OCT 22	732,051.89	OCT 21	751,504.84	OCT 20	659,512.15	OCT 19	296,610.13	OCT 18	374,615.68
NOV 24	495,211.72	NOV 23	590,453.34	-16.13%	-18.74%	NOV 22	586,001.93	NOV 21	534,944.68	NOV 20	408,846.94	NOV 19	212,426.76	NOV 18	136,967.99
DEC 24	308,329.61	DEC 23	286,522.90	7.61%	-14.23%	DEC 22	340,035.60	DEC 21	287,026.88	DEC 20	426,508.61	DEC 19	162,922.22	DEC 18	205,039.46
JAN 25	250,934.34	JAN 24	166,733.66	50.50%	-8.36%	JAN 23	280,529.80	JAN 22	341,103.07	JAN 21	209,046.68	JAN 20	149,981.97	JAN 19	100,526.36
FEB 25	132,692.99	FEB 24	161,111.96	-17.64%	-9.11%	FEB 23	546,576.64	FEB 22	140,828.39	FEB 21	128,285.92	FEB 20	77,183.14	FEB 19	141,007.71
MAR 25	200,075.18	MAR 24	180,267.10	10.99%	-7.44%	MAR 23	201,627.07	MAR 22	162,856.83	MAR 21	181,341.71	MAR 20	95,321.49	MAR 19	79,411.85
APR 25	958,334.59	APR 24	844,590.18	13.47%	-1.60%	APR 23	765,129.51	APR 22	454,608.60	APR 21	722,007.18	APR 20	210,185.76	APR 19	317,338.48
MAY 25	622,360.77	MAY 24	522,927.12	19.01%	1.43%	MAY 23	576,257.53	MAY 22	695,178.40	MAY 21	477,848.62	MAY 20	120,765.10	MAY 19	278,935.68
JUN 25	1,235,520.07	JUN 24	1,079,020.41	14.50%	4.48%	JUN 23	933,254.46	JUN 22	517,884.52	JUN 21	921,439.82	JUN 20	664,295.71	JUN 19	488,262.92
JUL 25	2,250,866.52	JUL 24	2,012,705.32	11.83%	6.71%	JUL 23	1,977,315.79	JUL 22	1,474,911.37	JUL 21	1,277,119.38	JUL 20	1,188,067.61	JUL 19	906,689.13
AUG 25	2,758,431.78	AUG 24	2,296,991.99	20.09%	10.15%	AUG 23	2,447,703.67	AUG 22	2,762,040.28	AUG 21	1,993,044.23	AUG 20	1,329,026.29	AUG 19	1,139,599.98
SEP 25	0.00	SEP 24	1,221,223.92	-100.00%	-3.09%	SEP 23	1,141,223.70	SEP 22	1,469,036.87	SEP 21	1,697,213.45	SEP 20	859,168.61	SEP 19	726,456.37
<u>9,843,273.33</u>		<u>10,157,498.50</u>		<u>-3.09%</u>		<u>10,527,707.59</u>		<u>9,591,924.73</u>		<u>9,102,214.69</u>		<u>5,365,954.79</u>		<u>4,894,851.61</u>	

The figures have a one month lag in reporting, for example October's taxes are not collected until November, November's taxes are not collected until December etc.

GENERAL FUND SALES TAX COMPARISON

DATE OF SALE	STATE PMT TO CITY	FY 2025	FY 2024	CHANGE	YTD	FY 2023	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
SEPT 24	NOV 24	202,680.21	234,738.43	-13.66%	-13.66%	222,864.79	202,496.00	182,342.65	138,245.99	235,852.54	78,834.52	119,865.33	137,150.90
OCT 24	DEC 24	184,518.49	164,666.93	12.06%	-3.06%	194,492.59	176,058.66	150,664.66	113,857.31	119,341.39	67,130.99	91,829.65	82,559.65
NOV 24	JAN 25	135,822.26	132,905.37	2.19%	-1.75%	122,746.98	132,141.52	114,816.95	87,821.85	113,973.95	95,167.30	83,100.33	66,701.35
DEC 24	FEB 25	181,066.96	144,891.05	24.97%	3.97%	152,117.61	172,023.82	129,865.35	105,193.33	180,581.97	71,941.17	87,370.63	95,072.01
JAN 25	MARCH 25	121,581.35	130,123.51	-6.56%	2.27%	131,602.89	121,024.65	110,002.10	106,239.28	138,544.88	65,011.86	77,567.08	71,821.67
FEB 25	APRIL 25	160,198.88	167,809.07	-4.54%	1.10%	131,108.82	125,998.96	107,204.90	97,657.82	157,090.27	83,245.37	84,384.66	79,511.47
MARCH 25	MAY 25	261,217.84	238,985.26	9.30%	2.72%	219,616.71	217,036.74	225,469.44	121,583.76	141,440.67	137,321.72	131,658.56	128,949.56
APRIL 25	JUNE 25	235,511.82	211,499.00	11.35%	4.00%	179,204.99	204,263.35	171,494.94	82,194.06	118,281.63	108,213.58	115,875.23	103,075.23
MAY 25	JULY 25	262,254.69	228,233.61	14.91%	5.50%	230,277.37	229,739.70	209,842.17	189,407.18	137,499.74	144,475.56	125,775.33	121,638.75
JUNE 25	AUG 25	389,507.09	341,451.48	14.07%	6.97%	355,567.87	371,899.86	308,912.91	271,085.96	207,391.13	169,941.46	182,498.48	171,419.39
JULY 25	SEPT 25	0.00	349,061.22	-100.00%	-8.96%	367,137.79	333,313.55	297,702.02	217,242.47	221,025.62	193,593.46	199,258.67	177,650.57
AUG 25	OCT 25	0.00	239,028.54	-100.00%	-17.38%	266,996.97	250,731.71	216,208.03	202,086.50	154,774.62	151,777.12	101,113.53	143,938.85
TOTAL		2,134,359.60	2,583,393.47			2,573,735.38	2,536,728.52	2,224,526.12	1,732,615.51	1,925,798.41	1,366,654.11	1,400,297.48	1,379,489.40

Month of sale two months earlier than payment to City by State. (If \$ received from State in October, actual sale of goods occurred in August)

Oct. Jan. April and July include quarterly reports.

Jan. also includes annual reports.

SALES TAX COLLECTIONS

	FY 2025 TOTAL	G.F.	FY 2025 RDC	FY 2024 TOTAL	INCREASE (DECREASE)	FY 2023 TOTAL	FY 2022 TOTAL	FY 2021 TOTAL	FY 2020 TOTAL	FY 2019 TOTAL	FY 2018 TOTAL	FY 2017 TOTAL
OCT 24	304,020.32	202,680.21	101,340.11	352,107.65	-48,087.33	334,297.19	301,300.07	273,513.98	203,195.81	353,778.80	116,519.82	179,798.00
NOV 24	276,777.74	184,518.49	92,259.25	247,000.40	29,777.34	291,738.89	263,911.80	221,098.65	166,669.12	181,263.62	100,807.10	137,744.47
DEC 24	203,733.39	135,822.26	67,911.13	199,358.05	4,375.34	184,120.47	197,703.36	174,783.48	129,475.63	164,433.80	141,740.70	124,650.49
JAN 25	271,600.44	181,066.96	90,533.48	217,336.57	54,263.87	228,176.42	261,165.71	194,798.02	155,425.53	270,355.10	107,870.98	131,055.95
FEB 25	182,372.03	121,581.35	60,790.68	195,185.26	-12,813.23	197,404.34	181,536.97	161,960.21	156,949.82	207,665.85	97,199.69	116,350.62
MARCH 25	240,298.32	160,198.88	80,099.44	251,713.61	-11,415.29	196,663.23	185,399.46	158,332.00	144,011.38	238,060.77	124,898.26	126,576.99
APRIL 25	391,826.76	261,217.84	130,608.92	358,477.89	33,348.87	329,425.07	325,163.13	334,919.88	179,753.81	212,454.63	206,146.08	197,487.84
MAY 25	353,267.73	235,511.82	117,755.91	317,248.50	36,019.23	268,807.48	306,794.01	254,151.95	121,072.52	179,648.36	162,346.29	173,812.84
JUNE 25	393,382.03	262,254.69	131,127.34	342,350.42	51,031.61	345,416.06	344,913.59	312,031.17	281,910.16	206,249.61	216,768.94	188,662.99
JULY 25	584,260.64	389,507.09	194,753.55	512,177.22	72,083.42	533,351.81	554,730.56	460,740.73	402,115.09	311,086.69	254,924.74	273,747.72
AUG 25	0.00	0.00	0.00	523,591.83	-523,591.83	550,706.68	499,970.33	443,871.61	325,863.70	331,538.43	292,215.69	298,888.01
SEPT 25	0.00	0.00	0.00	358,542.81	-358,542.81	400,495.46	376,097.56	321,829.07	300,864.06	232,161.93	227,665.68	151,670.30
TOTAL	3,201,539.40	2,134,359.60	1,067,179.80	3,875,090.21	-673,550.81	3,860,603.10	3,798,686.55	3,312,030.75	2,567,306.63	2,888,697.59	2,049,103.97	2,100,446.22

HARBOR SLIP RENTAL

FY2025 MONTHLY RENTALS		FY2024 MONTHLY RENTALS		PERCENT OF CHANGE	
				MONTH	YTD
OCT 24	273,730.21	OCT 23	266,892.17	2.56%	2.56%
NOV 24	17,040.86	NOV 23	11,180.51	52.42%	4.57%
DEC 24	-29,107.73	DEC 23	9,152.16	-418.04%	-8.90%
JAN 25	255,871.45	JAN 24	262,738.79	-2.61%	-5.90%
FEB 25	7,528.81	FEB 24	6,299.52	19.51%	-5.61%
MAR 25	7,587.57	MARCH 24	8,552.10	-11.28%	-5.69%
APR 25	258,012.47	APRIL 24	262,895.03	-1.86%	-4.48%
MAY 25	14,304.81	MAY 24	15,874.86	-9.89%	-4.58%
JUN 25	13,301.72	JUNE 24	10,633.53	25.09%	-4.21%
JUL 25	275,072.07	JULY 24	265,861.08	3.46%	-2.39%
AUG 25	5,285.34	AUG 24	8,819.23	-40.07%	-2.68%
SEP 25	0.00	SEP 24	16,646.49	-100.00%	-4.10%
<u>1,098,627.58</u>		<u>1,145,545.47</u>			

FY2025 TRANSIENT RENTALS		FY2024 TRANSIENT RENTALS		PERCENT OF CHANGE	
				MONTH	YTD
OCT 24	6,928.78	OCT 23	7,870.20	-11.96%	-11.96%
NOV 24	9,556.08	NOV 23	14,714.60	-35.06%	-27.01%
DEC 24	1,624.50	DEC 23	1,958.40	-17.05%	-26.21%
JAN 25	1,084.50	JAN 24	1,977.00	-45.14%	-27.63%
FEB 25	1,153.20	FEB 24	420.00	174.57%	-24.47%
MAR 25	3,663.88	MARCH 24	3,420.00	7.13%	-20.91%
APR 25	4,810.80	APRIL 24	3,033.20	58.60%	-13.69%
MAY 25	7,723.79	MAY 24	7,349.60	5.09%	-10.30%
JUN 25	9,629.56	JUNE 24	6,657.65	44.64%	-2.59%
JUL 25	9,218.75	JULY 24	14,921.09	-38.22%	-11.12%
AUG 25	5,733.41	AUG 24	8,353.39	-31.36%	-13.51%
SEP 25	0.00	SEP 24	3,987.25	-100.00%	-18.13%
<u>61,127.25</u>		<u>74,662.38</u>			

GOLF CART PLATE SALES THRU AUGUST

YEAR OF SALE	# PLATES	VANITY	TOTAL LIC	FISCAL YTD
2025	5482	1025	6507	6507
2024	5140	1049	6189	6189
2023	5135	1032	6167	6167
2022	4958	942	5900	5900
2021	4533	820	5352	5353
2020	3800	749	4548	4549
2019	3426	573	3999	3999
2018	2951	506	3457	3457