



NOTICE OF REGULAR MEETING
Park Board of Trustees of the City of Galveston
Beach Maintenance Advisory Committee
Friday, May 17, 2019 at 9:00 a.m.
Park Board Plaza, Board Room - First Floor
601 Tremont Street, Galveston, Texas 77550

- I. Call Meeting To Order
- II. Pledge Of Allegiance
- III. Roll Call And Declaration Of A Quorum
- IV. Conflict Of Interest Declarations
- V. Requests To Address The Committee
The public shall be allowed to address the Committee regarding one or more agenda or non-agenda items. All requests to address the Board must be submitted in writing to the Board Reporter the day of the Board meeting. Each person shall be limited to three (3) minutes regardless of the number of items addressed.
- VI. Discuss And Consider Approval Of Meeting Minutes

Documents:

[BMAC 4_26_2019 MINUTES.PDF](#)
[BMAC 4_26_2019 JOINT COMMITTEE MINUTES.PDF](#)
- VII. Introduction Of The New SEAS Staff And Updates On Current Sargassum For Forecasts (Reuben Trevino, 5 Minutes)
- VIII. Update On The Leave No Trace Ordinance And Save Our Shores (SOS) Campaign (Reuben Trevino, 10 Minutes)

Documents:

[LNT 2019 APRIL DATA.PDF](#)
- IX. Discuss And Consider Recommending To The Trustees To Allow Or Not Allow Third Parties To Operate Under The United States Army Corps Of Engineers Beach Maintenance Permit #SWG-2014-00448 (Reuben Trevino, 45 Minutes)

Documents:

[HOA_POA SEAWEED RELOCATION PROGRAM MEMO 5_2019 - UPDATED DRAFT.PDF](#)

X. Future Agenda Items

XI. Announcements

XII. Adjournment

I certify that the above Notice of Meeting was posted in a place convenient to the public, in accordance with Chapter 551 of the Texas government Code, on or before May 13, 2019, 5:00 p.m.

Approved
to Format

Dr. Victor Viser
Chair, BMAC
Director

Approved

Spencer Priest
Chair, Park Board of Trustees

Approved as

Kelly de Schaun
Park Board Executive

Please Note Members of the City Council may be attending and participating in the discussion.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding, contact the Park Board Administration

Office, 601 Tremont, Galveston Texas 77550 (409-797-5147)



**Park Board of Trustees of the City of Galveston
Beach Maintenance Advisory Committee Regular Meeting
601 Tremont Street, Galveston, Texas 77550**

4/26/2019 - Minutes

I. Call Meeting To Order

The meeting was called to order at 10:08 a.m.

II. Pledge Of Allegiance

The pledge was recited by those present.

III. Roll Call And Declaration Of A Quorum

Committee Members in Attendance: Dr. Victor Viser, Ben Ritt, Craig Vance, Jerry Mohn, Rhonda Gregg-Hirsch, Peggy Zahler, Marie Robb, Ron Gwin

Committee Members Absent: Jason Worthen, T'Noya Thompson, Lauren Desormeaux, Eric Tucker

Staff in Attendance: Reuben Trevino, Jesse Ojeda

IV. Conflict Of Interest Declarations

No conflicts of interest were declared.

V. Requests To Address The Committee

- Krisen Vale, American Bird Conservancy
- Theresa Morris, Turtle Island Restoration Network
- Joannie Steinhaus, Turtle Island Restoration Network

VI. Discuss And Consider Approval Of Meeting Minutes

Motion: Peggy Zahler motioned to approve the minutes of the March 22, 2019 meeting.

Second: Marie Robb

Vote: Approved (8-0)

VII. Discuss And Consider Recommending To The Trustees To Allow Or Not Allow Third Parties To Operate Under The United States Army Corps Of Engineers Beach Maintenance Permit #SWG-2014-00448 (Reuben Trevino, 45 Minutes)

Reuben Trevino stated the contingency plan to allow third parties to operated under the Park Board's USACE beach permit was approved by the board at their last meeting. The committee discussed when third parties would be required to use the permit, hours, notification to the Park Board and clarification on terms within the document.

During the meeting, two committee members left; therefore there was no longer a quorum to vote on any recommendations to be submitted to the board. The suggested changes will made to the contingency plan and it

will be added to the BMAC meeting on May 17, for further discussion and if needed, vote on recommendations to be presented to the board. The board will meet on May 21, so any any recommendations, if any, will be presented then.

VIII. Future Agenda Items

- Update on the Leave No Trace ordinance and data
- Sargassum update

IX. Announcements

X. Adjournment

The meeting adjourned at 11:16 a.m.



**City of Galveston Dune Protection and Beach Access Plan Review
Ad Hoc Committee Joint Meeting with the Park Board of Trustees
of the City of Galveston Beach Maintenance Advisory Committee
601 Tremont Street, Galveston, Texas 77550**

4/26/2019 - Minutes

I. Call Meeting To Order

The meeting was called to order at 9:02 a.m.

II. Roll Call And Declaration Of A Quorum

The roll was called and a quorum was declared.

Committee Members in Attendance: Dr. Victor Viser, Ben Ritt, Craig Vance, Jerry Mohn, Rhonda Gregg-Hirsch, Peggy Zahler, Marie Robb and Ron Gwin

Committee Members Absent: Jason Worthen, T'Noya Thompson, Lauren Desormeaux and Eric Tucker

Staff in Attendance: Reuben Trevino and Jesse Ojeda

III. Brief Overview Of Current Beach Cleaning Best Practices

Dustin Henry, City of Galveston, stated the best practices is an informal process with the operators. Last year legal council asked the Ad Hoc Committee to create standards. BMAC has a best practices for beach cleaning.

Carol Holloway, City of Galveston, the Planning Department issues the city's beach maintenance permit.

IV. Discussion And Receive Input On Possible Recommendations For Beach Cleaning Standards

The joint committees had an open discussion regarding grooming practices, frequency, vegetation lines. The discussion also included how the permit is triggered to be in use when there is any mechanical equipment on the beach, the required wildlife monitor when equipment is in use on the beach and reporting information. Additionally, the permit process, timeline, approximate fees, working with the USACE and adding an educational component were discussed.

V. Adjournment

The meeting was adjourned at 9:57 a.m.

Leave No Trace Data for April, 2019

Area	Subdivision	Items Tagged	Chairs	Canopy/ Tent	Grill	Toys	Umbrella	Volley Ball Set	OTHER
EE	East End	BC discarded		1					
SW	Seawall	BC discarded	51	13	2		15		canoe, bike
all SW items were left by beach visitor and left on the beach. BC staff discarded all of the broken items.									
WE	End of SW	BC discarded		3					
	Specific address	removed	1	1					
	Bermuda Beach	BC discarded	2	5					
	Dellenara Park	BC discarded		2					
	Dunes of West	BC discarded		1					
	Eleven Mile Road	BC discarded		1					
	Indian Beach	BC discarded		1					
	Kahala	BC discarded		2					
	Karankawa	BC discarded	2	3					
	Pirates Beach	BC discarded		31					
	Pirates Beach	removed		4					
	Point West	BC discarded	1	3		1		1	
	Sands of Kahala	BC discarded		1					
	Sea Isle	BC discarded		1				1	
	Spanish Grant	BC discarded		2					
	Ten Mile Road	BC discarded		1					
	The Dunes	BC discarded		2					
Total Removed			1	4					
Total BC discarded			56	72	2	1	15	2	2

Received first LNT call from 10-year Sand-n-Sea family who, as always, left their canopy, wagon, 8 chairs, boogie board on the beach. It was tagged with 5/1 removal date, so they left it on the beach. 4/28 they left the beach, went back to the rental. 4/29 Returned a.m., the only item left was the canopy. Someone had taken all of the other items including canopy bag. Family thought BC removed it; no. I called both supervisors and neither had removed her items. One supervisor was stopped by a family because their canopy was missing, it was not tagged; they concluded it was stolen. I called SnS and advised them of the call with their family. Representative stated they have been telling all families about the ordinance; she would share with others in the office about the two thefts. Later in the day I gave the PB media rep the fist call info. She stated this weekend she stayed at a SnS house, when checking in they did tell her about the new ordinance.

4/30 received a call from a man from Dallas who rents SnS houses for reunions for 10 years. He heard about the new ordinance & wanted permission to leave a 10'x14' canopy up because it takes more than an hour to assemble it. I explained everything to him; he could also move the canopy away from the beach, near the vegetation line or dunes so he would not have to drag it home. I explained he would have to receive permission from Dustin at the City. I sent Dustin an email, cc'ed caller. Dustin said the canopy could not be left on the beach overnight; it would be discarded.

In conclusion, rental properties are educating their renters about the ordinance; people are reading the tags & understand it; the phone number on the tag works& unfortunately there are people stealing items left on the beach.



HOA/POA Self Cleaning Program, by Reuben Trevino, Director of Operations the Galveston Island Park Board of Trustees

In March of 2017 two and half years after submitting an “after the fact” permit application, the Park Board was awarded an US Corps of Army Engineers permit to operate heavy equipment in federal waters for the purpose of removing seaweed. The impetus to obtain this necessary permit was twofold; increasing pressure by local environmental groups and a Statewide effort by regulatory agencies to bring all municipalities working in the coastal zone into compliance with federal requirements. The discussion regarding the required beach cleaning permit has been a topic between the USACE, Park Board and other local governmental entities dating back to the late 1990s. What brought the issue to the forefront however, was the “summer of seaweed”.

The massive rafts of seaweed that landed on our shoreline during the summer of 2014 brought with them very special visitors, baby green turtles. These young turtles floated ashore atop clusters of *Sargassum* and as the waves of seaweed continued to roll in, they became entrapped in the mounds of organic material and some even perished. Given the stringent coastal zone management practices the Park Board has implemented over the past several years, including turtle monitors when heavy equipment is being used, regular staff training and new equipment, the Park Board was not responsible for any fatalities. However, the phenomena of the arriving turtles combined with the use of heavy equipment in sensitive coastal environments caused concern for local environmental groups who reached out to the USACE. The USACE serves as the coordinating body for seven (7) regulatory agencies whose authority includes the coastal zone and a letter of ‘non-compliance’ was sent to the Park Board notifying us officially that we were in direct violation of the Clean Water Act. This started a formal investigation which resulted in the Park Board having to ‘cease and desist’ any further relocation of seaweed until such time as the permit was authorized. Fortunately, the following two summers did not require the deployment of heavy equipment for seaweed relocation, which ultimately regulated the item to a ‘back burner’ and stopped the process of identifying and enforcing compliance for other organizations along the coast.

In recognition that the Park Board was the only local entity with authority to relocate seaweed along the coast, the Beach Maintenance Advisory Committee suggested allowing 3rd parties to work under its authority in a way others could also utilize the permit - under the specific terms and special conditions established by the permit. This discussion resulted in a well thought out solution for the summers of 2017 and 2018. Ultimately this program was not compatible with the current level of services requested to meet community expectations.

For 2019 summer season we propose working directly with communities that will undertake seaweed relocation services themselves utilizing staff or community volunteer forces. The approved framework establishes 1.) a one-time registration fee for the homeowner association and 2.) a one-time fee of \$0.42 multiplied by the linear foot length of the area to be cleaned.

So, for example, a homeowner association that is responsible to clean a 1,000 linear feet and owns and operates their own equipment would pay \$250.00 registration fee plus \$420.00 for the beachfront area to be cleaned for the season.

Terms and Conditions:

- **DEFINITION OF SELF PROVIDER AND THEIR AUTHORITY TO ENTER INTO SUCH AN AGREEMENT**
 - Self Provider is an entity that oversees the management of a given area such as an HOA, POA or Management Company.

- **ALLOWABLE EQUIPMENT**
 - Nothing considered heavy equipment such as road graders/maintainers, skid steer and others or requiring a CDL will be allowed
 - Allowed equipment will be walk behind sand sifting machines
 - Any equipment used must be well maintained and not contribute any unusual amounts of polluting material (e.g., oils, smokey exhaust, etc.) to the beaches or the atmosphere.
 - Disturbing the sand more than 2” is not allowed.
 - Equipment used will need to be governed to appropriate depth
 - For heavy inundation scenarios properties should work with the Park Board and register in the Extreme Inundation Contingency program.

- **FREQUENCY & TIMING OF ACTIVITIES**
 - No more than 1 cleaning a week will be allowed per a section of beach once the 10% threshold has been met.
 - If an area is larger than what can be accomplished in 1 day the self provider may work multiple days in different sections of beachfront.
 - Work must take place between the hours of:
 - Weekends (Fri- Sun) or Holidays 8 AM – 12 PM
 - Weekdays (Mon-Thurs) 8 AM- 5 PM

- **SELF PROVIDER RESPONSIBILITIES**
 - **ALL ACTIVITIES CONDUCTED AND UNDERTAKEN BY THE SELF PROVIDER THROUGH THIS PROGRAM SHALL AT ALL TIMES BE IN COMPLIANCE WITH GALVESTON PARK BOARD OF TRUSTEES U.S. ARMY CORP OF ENGINEERS (USACE) PERMIT #SWG-2014-00448.**
 - Irregularities and departures from the authorized actions included in USACE permit #SWG-2014-00448 will be reported to the City of Galveston (City), the U.S. Army Corp of Engineers and, if necessary, the Texas General Land Office. Noted irregularities could result in the termination of any existing agreement, require additional mitigation actions.
 - Self Provider will operate safely at all times and will allow their work to be inspected by Park Board, City of Galveston, their authorized representatives, and other regulatory agency representatives.
 - Self Provider agrees, in the performance of the agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, and to pay all costs and expenses required, including any by law.
 - Self Provider agrees to adhere to the Federal Occupational Safety & Health Act, state and local safety regulations, and any Park Board or City safety and health requirements in order to avoid injury or damage to persons or property. Self Provider agrees that it is directly responsible for any and all damage to persons and property resulting from failure to do so.
 - Before the season commences, Self Provider will submit a list of the equipment that the Self Provider intends to utilize during the season. Should any other equipment other than that initially indicated be added during the course of the season, Self Provider will notify the Park Board of that additional equipment before utilizing it.



- Self Provider agrees to notify Park Board's authorized Representative of all accidents which may occur to persons or property and shall provide to Park Board's authorized Representative a copy of all accident reports. All accident reports shall be signed by Self Provider and provided to Park Board within 24 hours of the occurrence.
- Self Provider shall not assign the Agreement or sublet the whole or any part of the work to be performed under the agreement.
- Self Provider agrees to maintain an adequate force of trained and experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Permit and Park Board requirements. Self Provider agrees to obtain the necessary workforce at no cost to Park Board. If Self Provider does not meet the requirements and does not comply, in Park Board's sole discretion, the Agreement will terminate.
- Self Provider shall monitor and maintain the quality of work performed to ensure compliance with Park Board USACE Permit #SWG-2014-00448. Work performed by Self Provider deemed not to comply shall be immediately corrected by Self Provider. Self Provider shall also make any required corrective actions at their own cost, as designated by Park Board, City of Galveston, the Texas General Land Office, and/or the U.S. Army Corp of Engineers. If the work is not in compliance or is not immediately corrected, the agreement will terminate.
- Self Provider must provide either a Resolution from the HOA to the satisfaction of the Park Board.
- Self Provider shall be issued a copy(s) of the Permit, to be displayed on equipment when conducting work, at time of training held with the Park Board. No copies can be made of the Permit and in the event the contract is terminated the Self Provider will return all copy(s) of permit within 5 days of notice.
- **DUTIES OF SELF PROVIDER**
Prior to taking equipment out for use, Self Provider will:
 - Send an email with photographic evidence of the 10% threshold being exceed 24 hours prior commencing work to:
 - Turtle Island Research Network (TIRN)
 - Beach Cleaning Department with work area and scheduled time for work to take place.
 - Confirm and document that a trained Wildlife Monitor (WM) is available to monitor areas.
 - Ensure that equipment has the appropriate permit displayed in a visible area.
 - Complete USACE checklist documenting all of the above. (Attachment A)

Self Provider and its staff will ensure at their own expense:

- WM must patrol any area for any signs of protected species.
- Wildlife Monitor Form (WMF) must be completed at this time by WM. (Attachment B)
- WM must remain in work area and with equipment at all times while operating. If not present at all times and with the equipment, this will constitute a non-compliance action.
- Seaweed wrack must remain. (Minimum 2 feet wide.)
- If a protected species is present or enters the work area, the WM will alert the equipment operators to cease work and leave area immediately.

- The appropriate agency will be contacted if needed.

Following completion of work:

- WMF and the checklist must be scanned and stored for record keeping in Self Provider's records.
- Self Provider must email scanned copies of completed WMF and USACE checklist to Beach Cleaning Department for record keeping within 24 hours of completing work. All forms must be legible for record keeping.

- **TERMINATION**

- The agreement is subject to immediate termination by the Park Board . The right to terminate by Park Board is in its sole discretion and is not subject to dispute by Self Provider.
- If Self Provider fails to make payment for the Surface Area fee or pay for any required mitigation costs, the agreement is subject to immediate termination.
- If any of the duties as set out in paragraphs above are not followed, as determined in Park Board's sole discretion, the agreement is subject to immediate termination.
- If Self Provider fails to maintain an adequate force of trained and experienced workers and materials, as determined in Park Board's sole discretion, then the agreement is subject to immediate termination.
- If Self Provider fails to maintain the required insurance as set out above, or if the insurance is allowed to lapse, the agreement is subject to immediate termination.
- If Self Provider operates outside any Park Board authorized area while displaying of Permit the agreement is subject to immediate termination.
- If Park Board in its sole discretion, determines that the quality of work is not in compliance with Permit #SWG-2014-00448, the work must be corrected immediately. If the work is completed by Park Board because Self Provider fails to do so, Self Provider will immediately reimburse Park Board for its costs. If it does not reimburse Park Board within 3 days of receipt of the invoice, the agreement will terminate.
- All decisions of Park Board to terminate the agreement are final and not subject to dispute. Park Board will notify Self Provider of the termination and Self Provider will cease operations immediately. Self Provider agrees and understands that it has no damages for the termination of the agreement. Self Provider waives and releases any claims for damages if the agreement is terminated for any reason including termination for no reason at all. Self Provider understands and acknowledges that to be allowed to operate under Permit #SWG-2014-00448 is a privilege and can be lost at any time. **SELF PROVIDER UNDERSTANDS AND ACKNOWLEDGES THAT PARK BOARD WILL NOT ALLOW IMPROPER ACTIONS TO JEOPARDIZE THIS PERMIT.**

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- **INCIDENTAL TAKE STATEMENT AND DEFINITION:**

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- Section 9 of the Act and federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant



habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with the terms and conditions of this incidental take statement.

- **COMPLIANCE**

- Any complaint of non-compliance registered by any regulatory agency, local municipality, and environmental group affiliated with the authorization, oversight, or implementation of the terms and conditions of the Permit will result in a suspension of the agreement until a Park Board investigation can be conducted and resolution sought by the Director of Operations in conjunction with the BMAC chair. Results from the investigation could lead to the termination of the agreement and Self Provider would no longer be authorized to work under Park Board's Permit.
- In the event of a written notification for the USACE regarding a non-compliance, the Agreement will be immediately placed on suspension pending the results of the USACE investigation. Results from the investigation could lead to the termination of the Agreement and Self Provider would no longer be authorized to work under Park Board's Permit.
- In the event of a complaint from the general public (HOA member or concerned citizen), Self Provider will be notified and allowed 72 hours to respond. Suspension of the Agreement will occur if Self Provider does not respond within the allotted time. Results from the investigation could lead to the termination of the Agreement and Self Provider would no longer be authorized to work under Park Board's Permit.

- **INDEMNIFICATION**

SELF PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS PARK BOARD, AND THE CITY OF GALVESTON, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR FAILURE IN PERFORMANCE OF THE SELF PROVIDER'S WORK UNDER THE AGREEMENT WHICH CAUSES BODILY INJURY OR PROPERTY DAMAGE, IN WHOLE OR IN PART, BY ANY NEGLIGENT OR RECKLESS ACT OR OMISSION OF SELF PROVIDER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SELF PROVIDER, OR ANYONE FOR WHOSE ACTS SELF PROVIDER MAY BE LIABLE, REGARDLESS OF WHETHER CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. IN ANY CLAIM THAT MAY BE BROUGHT

AGAINST PARK BOARD OR CITY OF GALVESTON AND THEIR OFFICIALS, AGENTS OR EMPLOYEES, BY ANY EMPLOYEE OF SELF PROVIDER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SELF PROVIDER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR SELF PROVIDER UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

- **INSURANCE REQUIREMENTS**

Self Provider shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including bodily injury, property damage, and contractual liability with combined single limits of \$2,000,000. In addition to \$2,000,000 general liability insurance, Self Provider will obtain, in the sole discretion of Park Board either (1) \$1,000,000 in professional liability insurance, or (2) performance bond. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in a standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Self Provider. Insurance shall be placed with insurers having an A.M. Best's rating of no less than 'A'. Park Board and the City of Galveston shall be named as an additional insureds on the commercial general liability insurance policy and the professional liability policy, or performance bond. Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with Park Board Administrative Offices with submittal of executed Agreement. Self Provider shall not commence work under the agreement until it has obtained all insurance required and provided written proof. Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. The insurance shall not be cancelled, permitted to expire, or change without thirty (30) days prior written notice to Park Board. Insurance required under the agreement shall be maintained in full force and effect during the life of this contract. If Self Provider obtains insurance on a claims-made basis rather than on an occurrence basis, it shall purchase, at the termination of this contract, and provide proof thereof, tail coverage for the period of Park Board's relationship with Self Provider and such tail coverage must be in the minimum amounts set forth above.