

**NOTICE OF REGULAR MEETING
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A REGULAR MEETING ON:

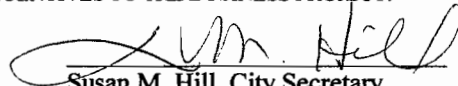
WEDNESDAY, JANUARY 6, 2010
5:30 P.M. AT THE MUNICIPAL BUILDING,
JOYCE H. ADAMS BOARD ROOM, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to order
2. Pledge of Allegiance
3. Public Comments and Announcements
4. Presentations and Proclamations:
 - a. Proclamation: Native Plant of the Month for January 2010: Gulf Croton (Croton punctatus)
 - b. Proclamation: Children's Book of the Month for January 2010: *Sea Horse* by Chris Butterworth
 - c. Presentation and recognition of Retiring Reserve Police Officers
 - d. Presentation of 2009 Employee of the Year Excellence in Service Award
5. Approve Consent Agenda:
 - a. Approve minutes of December 16, 2009 Regular Meeting. (Hill)
 - b. Approve invoices for payment. (Homan)
6. Discussion and action to call a special election on May 8, 2010 to finance several capital projects by issuing general obligation bonds and to define and fully discuss which capital projects will be placed on the ballot including land acquisition, fire station, community center, town square, Padre Boulevard revitalization and Gulf Boulevard redesign. (Clarke)
7. Discussion and action on proposed changes to the Sign Ordinance. (DPRB/Mitchim)
8. Discussion and action to approve First Reading of Ordinance 10-01 establishing an independent Board of Ethics as mandated by the South Padre Island Home Rule Charter. (Clarke)
9. Discussion and action to provide staff additional direction regarding the Padre Boulevard Pedestrian Safety Demonstration Project at the Suites at Sunchase. (Vasquez)

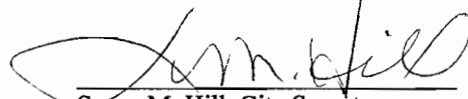
10. Discussion and action to form an external Website Task Force to provide direction to the Technology Committee on the redesign of the City's website. (Howell)
11. Discussion and action on the transfer of \$14,000 in funds from line item 01-572-0530 to 01-515-0410 for the procurement of server equipment and software. (Howell)
12. Discussion and action on the Beachfront Construction Certificate and Dune Protection Permit for Delta State Construction, Inc./Norma Elizondo at a single residential home located at 109 Villas Doce. (Trevino)
13. Discussion and action on the Beachfront Construction Certificate and Dune Protection Permit for Robert Fudge/Troy Giles for the construction of a dune walkover from an existing retaining wall located at 6516 Beach Drive. (Trevino)
14. Discussion and action on the Beachfront Construction Certificate and Dune Protection Permit for Dennis Franke/Padre Shores II, Ltd. for the construction of two condominium towers. (Trevino)
15. Discussion and action to appropriate funds necessary for the required match to the GLO's contribution for the Beneficial Use of Dredge Material project. (Fry)
16. Discussion and action to approve the Mayor to sign contract number DRS010177 between the City of South Padre Island and the Texas Department of Rural Affairs (TRDA) for the award amount of \$1,095,436 for the construction of the fire station. (Baskett)
17. Adjourn.

WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA, PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS ABOUT SECURITY DEVICES; AND/OR 551.086, DISCUSS (A) COMMERCIAL OR FINANCIAL INFORMATION RECEIVED FROM A BUSINESS PROSPECT WITH WHICH THE CITY IS CONDUCTING NEGOTIATIONS, OR (B) FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROJECT.

DATED THIS THE 30TH DAY OF DECEMBER 2009


Susan M. Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **DECEMBER 30, 2009**, AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.


Susan M. Hill, City Secretary



★ THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, JAY MITCHIM; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-1025.

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Joni Clarke, City Manager

ITEM

Presentation of the Annual Employee Excellence in Service Award for 2009.

ITEM BACKGROUND

A selection was made from the following quarterly recipients of the 2009 Employee Excellence in Service Award:

- 1st Qtr – Frank Washington, Information Services
- 2nd Qtr – Steven Zuniga, Police Department
- 3rd Qtr – Jim Pigg, Fire Department
- 4th Qtr - Ray Moya, Public Works

RECOMMENDATIONS/COMMENTS

We would like to present the Annual Employee Excellence in Service Award for 2009 to an employee who exemplifies the following qualities:

- Exceptional courtesy or customer service beyond the daily routine
- A show of heightened consideration toward a resident, visitor, or coworker
- Outstanding job performance that goes above and beyond what is expected
- Enthusiastic support of the Town of South Padre Island's mission or any of its sponsored programs
- Any other behavior that truly exemplifies "The *South Padre Island Way*"

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

**CITY COUNCIL MEETING
CITY OF SOUTH PADRE ISLAND
CONSENT AGENDA**

MEETING DATE: January 6, 2010

ITEM DESCRIPTION

NOTE: All matters listed under Consent Agenda are considered routine by the Town of South Padre Island Board of Aldermen and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

Items to be considered are:

- a. Approve minutes of December 16, 2009 Regular Meeting. (Hill)
- b. Approve invoices for payment. (Homan)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Susan Hill, City Secretary

ITEM

Approval of minutes of the December 16, 2009 Regular Meeting.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

MINUTES
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL REGULAR MEETING

WEDNESDAY, DECEMBER 16, 2009

I. CALL TO ORDER

The City Council of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, December 16, 2009 at the Municipal Complex Building, Joyce H. Adams Board Room, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Pinkerton called the meeting to order at 5:30 p.m. A full quorum was present with Council Members JoAnn Evans, Courtney Hayden, Sam A. Listi, Rick Ridolfi and Alita Bagley.

City staff members present were Town Attorney Paul Cunningham, City Manager Joni Clarke, CVB Executive Director Dan Quandt, Fire Chief Burney Baskett, Public Works Director Scott Fry, Finance Director/Interim City Manager Larry Homan, Acting Police Chief Javier Garza, Technology Director Tim Howell, Town Planner Rick Vasquez, Public Works Supervisor Ray Moya, Public Information Officer Gary Ainsworth, Health Inspector Victor Baldovinos, Human Resources Administrator Wendi Delgado and City Secretary Susan Hill.

2. PLEDGE OF ALLEGIANCE

Mayor Pinkerton led the Pledge of Allegiance.

3. PUBLIC COMMENTS AND ANNOUNCEMENTS

4. PRESENTATIONS AND PROCLAMATIONS:

A. PRESENTATION OF 4TH QUARTER EXCELLENCE IN SERVICE AWARD FOR 2009.

Mayor Pinkerton, Joni Clarke and Scott Fry announced the recipient of the 4th Quarter Excellence in Service Award to be Ray Moya, Public Works Supervisor and presented him with a plaque.

5. APPROVE CONSENT AGENDA:

Council Member Evans made a motion, seconded by Council Member Listi, to approve the Consent Agenda. Motion carried unanimously.

A. APPROVE MINUTES OF NOVEMBER 10, 2009 WORKSHOP, NOVEMBER 12, 2009 SPECIAL MEETING, DECEMBER 2, 2009

**WORKSHOP AND DECEMBER 2, 2009 REGULAR MEETING.
(HILL)**

B. APPROVE INVOICES FOR PAYMENT. (HOMAN)

Invoices were paid by General Fund checks numbered 114289 through 114574 for a total of \$771,332.34.

C. APPROVE TAX COLLECTION AND ADJUSTMENT REPORT FOR NOVEMBER 2009 BY THE POINT ISABEL INDEPENDENT SCHOOL DISTRICT TAX OFFICE. (HOMAN)

D. APPROVE RESOLUTION NO. 2009-57 AUTHORIZING THE SUBMISSION OF A GRANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR RURAL DISCRETIONARY FUNDS. (FRY/ARRIAGA/MACE)

A true and correct copy of said Resolution was placed in the Town's Resolution Book and entitled Resolution No. 2009-57, and, by reference hereto, included in these minutes as if fully set out and spread upon the pages of the Minutes Book.

E. APPROVE APPOINTMENT OF CITY SECRETARY AS OUTLINED IN ARTICLE II, SECTION 2.08 OF THE SOUTH PADRE ISLAND HOME RULE CHARTER. (CLARKE)

F. APPROVE PROJECT AGREEMENT BETWEEN THE PORT ISABEL ECONOMIC DEVELOPMENT CORPORATION (PIEDC) AND THE CITY OF SOUTH PADRE ISLAND FOR FUNDING FROM THE PIEDC IN THE AMOUNT OF \$20,000 TO ASSIST IN THE OPERATION OF THE WAVE IN PORT ISABEL AND LAGUNA MADRE AREA. (FRY/ARRIAGA)

6. DISCUSSION AND ACTION TO FILL THE VACANCY IN KEEP SPI BEAUTIFUL COMMITTEE DUE TO THE RESIGNATION OF SHANE WILSON. (EVANS)

Council Member Ridolfi made a motion to table this item until the next meeting in order to give more time to obtain qualified applications. Motion was seconded by Council Member Evans, which passed unanimously.

7. DISCUSSION AND ACTION TO APPROVE RESOLUTION IN SUPPORT OF SELECTING 3C (HOLLY BEACH) AS THE PREFERRED ALIGNMENT FOR THE SECOND ACCESS CAUSEWAY. (PINKERTON)

Council Member Ridolfi made a motion to approve Resolution No. 2009-58 in support of selecting 3C (Holly Beach) as the preferred alignment for the second access causeway. Motion was seconded by Council Member Hayden. Motion carried unanimously.

A true and correct copy of said Resolution was placed in the Town's Resolution Book and entitled Resolution No. 2009-58, and, by reference hereto, included in these minutes as if fully set out and spread upon the pages of the Minutes Book.

8. **DISCUSSION TO SUPPORT AEP'S PROPOSAL TO ENHANCE THE AESTHETICS OF THE OVERHEAD ELECTRICAL LINES ON PADRE BOULEVARD WITH COST PAID FROM BOND PROCEEDS THAT WILL BE ON THE BALLOT IN THE MAY 2010 ELECTION. (LISTI)**

Council Member Sam Listi explained that AEP made a proposal on replacing the existing wood distribution poles with round spun concrete poles on both sides of Padre Boulevard from the AEP substation to Huisache street in the amount of \$1,440,986.

After a power point overview of the project, the Council requested that Public Works Director Scott Fry come back to the Council in late January/early February with a contract definition that includes all the variables involved.

9. **DISCUSSION AND ACTION TO PROVIDE SUPPORT FOR SPI FARMERS MARKET. (EVANS)**

Council Member JoAnn Evans proposed that the City fund a seven week pilot project for a Farmers Market from January 17, 2010 through March 7, 2010 not to exceed \$7,500 adding that a partnership has been secured with the Brownsville Market which has established a list of reliable vendors that we can use. Also, The Shores has offered the use of their "market square" each Sunday from 8:00 a.m. to 12:00 p.m. for this special event.

Council Member Ridolfi made a motion, seconded by Council Member Hayden to approve the Farmers Market Pilot Project with funds not to exceed \$7,500. Motion carried unanimously.

10. **DISCUSSION AND POSSIBLE ACTION REGARDING: (FRY)**

A. **PAID PARKING ON GULF BOULEVARD AND BEACH ACCESS CUL-DE-SACS.**

Scott Fry stated that the price for a stainless steel kiosk ran about \$7,500 to \$10,000 each adding that this did not include the concrete turnout (\$4,000), shade structure (\$4,000) or signage (\$250) and recommended that a minimum of four kiosk's be placed along Gulf Boulevard. The Council agreed that something needed to be done to and instructed staff to

add this project to be discussed further at the Strategic Planning meeting in January.

B. RESTRICTED PARKING ON RESIDENTIAL SIDE STREETS.

Mayor Pinkerton made a motion, seconded by Council Member Ridolfi to restrict parking in the right-of-way of residential side streets east of Padre Boulevard from March 1st through September 30th. This area will be restricted to resident parking and permitted through the display of hurricane return stickers during the hours of 8:00 a.m. and 6:00 p.m. Residents holding a driver's license indicating a South Padre Island address, a utility bill for a South Padre residence, or a rental contract of 30 days or longer may obtain a Visitors Permit from City Hall that will be valid for a specified date to allow for gatherings in private homes. Motion carried unanimously.

11. DISCUSSION AND ACTION TO ESTABLISH CRITERIA TO ADDRESS THE PLACEMENT OF TRAFFIC CALMING DEVICES ON CITY STREETS. (FRY)

Council Member Ridolfi made a motion to place traffic calming devices on a complaint driven basis. Motion was seconded by Council Member Evans, which passed unanimously.

12. DISCUSSION AND ACTION TO APPROVE BUDGET AMENDMENTS:

A. APPROVE EDC BUDGET AMENDMENT. (RICHARD FRANKE)

Council Member Listi made a motion to approve the EDC budget amendment, seconded by Council Member Ridolfi. Motion passed unanimously.

B. APPROVE BUDGET AMENDMENTS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2009. (HOMAN)

Council Member Listi made a motion, seconded by Council Member Ridolfi to approve budget amendments for Fiscal Year ending September 30, 2009. Motion passed on a 5-0 vote as Mayor Pinkerton stepped out during this item.

C. DISCUSSION AND ACTION TO APPROVE BUDGET AMENDMENT FOR ACCEPTANCE OF JUSTICE ASSISTANCE GRANT FUNDS IN THE AMOUNT OF \$44,755 (FUND 32) TO PURCHASE A LIVE SCAN IDENTIFICATION SYSTEM. (GARZA/MACE)

Council Member Bagley made a motion to approve acceptance of the Justice Assistance Grant and budget amendment in the amount of \$44,755 to purchase a Live Scan Identification System. Motion was seconded by Council Member Listi, which carried unanimously.

D. DISCUSSION AND ACTION TO APPROVE BUDGET AMENDMENT FOR ACCEPTANCE OF INTERLOCAL AGREEMENT FUNDS IN THE AMOUNT OF \$33,349 (FUND 32) FOR CRIME SCENE EQUIPMENT. (GARZA/MACE)

Council Member Hayden made a motion, seconded by Council Member Evans to approve budget amendment for acceptance of Interlocal Agreement funds in the amount of \$33,340 for Crime Scene Equipment. Motion passed unanimously.

13. DISCUSSION AND ACTION TO APPROVE RESOLUTION NO. 2009-54 AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO U.S. DEPARTMENT OF HOMELAND SECURITY (D.H.S.) TO FUND STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE. (BASKETT/MACE)

Fire Chief Burney Baskett explained that award of the SAFER Grant would increase the Fire Department personnel by six additional firefighters adding that SAFER will pay the salary and benefits of the increased personnel for two years. The City will be required to maintain the firefighter's employment for one year past the grant period. Chief Baskett also stated that this would save approximately \$62,000 in overtime per year.

Council Member Ridolfi made a motion to approve Resolution No. 2009-54, seconded by Council Member Listi. Motion passed on a 5 to 1 vote, with Council Member Evans casting a nay vote.

14. DISCUSSION AND ACTION TO GIVE THE CITY MANAGER AUTHORITY TO EXECUTE CONTRACT WITH COASTAL SOLUTIONS INCORPORATED AND APPROVE BUDGET AMENDMENT. (TREVINO)

This item was pulled from the agenda.

A. APPROVE AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT.

B. APPROVE A BUDGET AMENDMENT TO THE BEACH NOURISHMENT FUND (FUND 81) FOR THE RECEIPT OF GENERAL LAND OFFICE FUNDS (\$740,000) AND LOCAL MATCHING FUNDS (\$250,000); AND THE EXPENDITURE OF THESE RECEIPTS IN THE AMOUNT OF \$990,000. (TREVINO)

15. **DISCUSSION AND ACTION TO AWARD A CONTRACT FOR THE CONSTRUCTION OF A PARKING LANE AND SIDEWALK IN ASSOCIATION WITH THE PADRE BOULEVARD PILOT PROJECT AND APPROVE BUDGET AMENDMENT FOR AMOUNT OF CONTRACT. (FRY)**

A. APPROVE AWARD OF CONTRACT.

Council Member Listi made a motion, seconded by Council Member Ridolfi to award the contract to the lowest bidder, Jimmy Closner, in the amount of \$147,006.20 subject to working out all issues with the owner before the City executes the contract. Motion carried unanimously. Other bid received was from Los Fresnos Construction in the about of \$165,025.

B. APPROVE BUDGET AMENDMENT TO THE STREET IMPROVEMENT FUND (43) TO RE-PROGRAM THE APPROPRIATE AMOUNT INTO THE SIDEWALK AND CROSSWALK IMPROVEMENT LINE ITEM.

Council Member Listi made a motion to approve the budget amendment in the amount of 183,757.75 which is the contract price and potential change orders. Council Member Evans seconded the motion, which passed unanimously.

16. **ADJOURN.**

There being no further business, Mayor Pinkerton adjourned the meeting at 7:14 p.m.

Susan M. Hill, City Secretary

APPROVED

Robert N. Pinkerton, Jr., Mayor

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Larry Homan, Director of Finance

ITEM

Approve invoices for payment by General Fund Checks numbered 114575 through 114888 for a total of \$377,835.75.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

PKET: 06109 MINI AP CK RUN 12/18/09

IDOR SET: 01

ID : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

IDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
001015	GARY AINSWORTH					
		I-120409	01 -2461	BLUE CROSS ME CANCELLATION OF VISION COVERAG	114621	27.00
001290	AMERICAN FAMILY LIFE					
		I-1652	01 -2463	AMERICAN FAMI DEC. 2009 EMPLOYEE PREMIUMS	114622	35.18
003720	COLONIAL LIFE INS. CO.					
		I-7061344-1201751	01 -2467	COLONIAL LIFE NOVEMBER 2009 EMPLOYEE PREM	114631	8,234.73
006163	AMERICAN GENERAL LIFE I					
		I-121409	01 -2485	AMERICAN GENE EMPLOYEE SALARY ALLOC 12/04/09	114636	643.24
016670	PRE-PAID LEGAL SVCS INC					
		I-121009	01 -2476	PREPAID LEGAL NOV. 2009 EMPLOYEE PREMIUMS	114650	29.90
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						8,970.05

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 511 BOARD OF ALDERMEN

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020602	TOUCAN GRAPHICS					
		I-9812	01 -511-0550-011	COURTNEY HAYD COUNCIL BUSINESS CARDS	114654	30.00
		I-9812	01 -511-0550-016	JO ANN EVANS COUNCIL BUSINESS CARDS	114654	30.00
		I-9812	01 -511-0550-020	RICHARD RIDOL COUNCIL BUSINESS CARDS	114654	30.00
		I-9812	01 -511-0550-021	ALITA BAGLEY COUNCIL BUSINESS CARDS	114654	30.00
		I-9812	01 -511-0550-022	SAM LISTI COUNCIL BUSINESS CARDS	114654	30.00
				DEPARTMENT 511 BOARD OF ALDERMEN	TOTAL:	150.00

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY ADMINISTRATION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	01 -512-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	245.12
DEPARTMENT 512 CITY ADMINISTRATION					TOTAL:	245.12

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS					
		I-111309	01 -513-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	131.98
DEPARTMENT 513 FINANCE DEPARTMENT					TOTAL:	131.98

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	01 -514-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	75.04
DEPARTMENT 514 PLANNING DEPARTMENT					TOTAL:	75.04

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	01 --515-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	69.74
01-019520	AT&T	I-120309	01 -515-0415	SERVICE CONTR PHONEBILL DATED 12/03/09	114652	759.54
DEPARTMENT 515 TECHNOLOGY DEPARTMENT					TOTAL:	829.28

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004090	WENDI DELGADO					
		I-121409	01 -516-0514	TUITION ASSIS TUITION REIMBURSEMENT	114632	1,825.98
01-006133	FORT DEARBORN LIFE INS					
		I-111309	01 -516-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	13.35
01-020764	REUBEN TREVINO					
		I-121409	01 -516-0514	TUITION ASSIS TUITION REIMBURSEMENT	114656	881.80
DEPARTMENT 516 HUMAN RESOURCES					TOTAL:	2,721.13

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	01 -520-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	15.83
DEPARTMENT 520 MUNICIPAL COURT					TOTAL:	15.83

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-003250	CASH	I-121609	01 -521-0570	SUPPORT OF PR CITY HALL PETTY CASH REIMBURSE	114628	15.94	
01-006133	FORT DEARBORN LIFE INS	I-111309	01 -521-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	1,295.32	
01-008380	HURRICANE FENCE CO.	I-1229135	01 -521-0150	MINOR TOOLS & PD-K9 CHAIN FENCE	114640	499.00	
					DEPARTMENT 521 POLICE DEPARTMENT	TOTAL:	1,810.26

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003250	CASH					
		I-121609	01 -522-0102	LOCAL MEETING CITY HALL PETTY CASH REIMBURSE	114628	9.74
		I-121609	01 -522-0170	DORM AND KITC CITY HALL PETTY CASH REIMBURSE	114628	3.48
01-006133	FORT DEARBORN LIFE INS					
		I-111309	01 -522-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	674.02
DEPARTMENT 522 FIRE DEPARTMENT					TOTAL:	687.24

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
=====								
01-002051	VICTOR BALDOVINOS							
		I-112609	01 -532-0107	BOOKS & PERIO MISC. REIMBURSEMENT	114624	6.69		
		I-120409	01 -532-0150	MINOR TOOLS & PURCHASE REIMBURSEMENT	114624	16.13		
		I-120509	01 -532-0107	BOOKS & PERIO MISC. PURCHASE REIMBURSEMENT	114624	29.57		
01-003250	CASH							
		I-121609	01 -532-0130	WEARING APPAR CITY HALL PETTY CASH REIMBURSE	114628	4.87		
		I-121609	01 -532-0150	MINOR TOOLS & CITY HALL PETTY CASH REIMBURSE	114628	7.57		
01-006133	FORT DEARBORN LIFE INS							
		I-111309	01 -532-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	139.28		
01-007017	GILBERT GARZA							
		I-121309	01 -532-0530	PROFESSIONAL MISC. REIMBURSEMENT	114637	15.20		
01-019104	SEA RANCH RESTAURANT &							
		I-298434/1	01 -532-0102	LOCAL MEETING END OF YEAR MEETING/TEHA	114651	107.90		
		I-298434/2	01 -532-0102	LOCAL MEETING END OF YEAR MEETING/TEHA	114651	127.57		
01-020751	DAVID TRAVIS							
		I-121809	01 -532-0530	PROFESSIONAL MISC. REIMBURSEMENT	114655	29.75		
					DEPARTMENT 532	CODE ENFORCEMENT	TOTAL:	484.53

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003250	CASH	I-121609	01 -540-0420-01	REPAIRS & MAI CITY HALL PETTY CASH REIMBURSE	114628	10.00
01-006133	FORT DEARBORN LIFE INS	I-111309	01 -540-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	56.24
DEPARTMENT 540 FLEET MANAGEMENT					TOTAL:	66.24

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	01 -541-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	43.54
DEPARTMENT 541 BUILDING MAINTENANCE					TOTAL:	43.54

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FCRT DEARBORN LIFE INS	I-111309	01 -542-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	122.80
DEPARTMENT 542 INSPECTIONS DIVISION					TOTAL:	122.80

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-003704	CAMERON COUNTY					
		I-112409	01 -543-0432	CAUSEWAY LIGH CAUSEWAY LTNG 10/09-11/09/09	114630	442.61
		I-120309	01 -543-0432	CAUSEWAY LIGH CAUSEWAY LABOR & EQUIP.	114630	3,743.04
01-006133	FORT DEARBORN LIFE INS					
		I-111309	01 -543-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	484.77
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						4,670.42

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-009159	IKON OFFICE SOLUTIONS					
		I-80935362	01 -570-0510	EQUIPMENT REN COPIER LEASE-FIRE DEPT.	114641	243.51
01-012071	LAGUNA MDRE WTR DIST NO					
		I-200912182168	01 -570-0581	WATER, SEWER, 80 FT. E. NEW CAUSEWAY	114642	271.48
		I-200912182171	01 -570-0581	WATER, SEWER, 1313 PADRE BLVD MDN	114642	10.80
		I-200912182172	01 -570-0581	WATER, SEWER, 911 PADRE BLVD MDN	114642	10.80
		I-200912182173	01 -570-0581	WATER, SEWER, 1201 PADRE BLVD MDN	114642	10.80
		I-200912182174	01 -570-0581	WATER, SEWER, 1612 PADRE BLVD MDN	114642	10.80
		I-200912182175	01 -570-0581	WATER, SEWER, 2000 PADRE BLVD MDN	114642	10.80
		I-200912182176	01 -570-0581	WATER, SEWER, 2412 PADRE BLVD MDN	114642	10.80
		I-200912182177	01 -570-0581	WATER, SEWER, 2700 PADRE BLVD MDN	114642	10.80
		I-200912182178	01 -570-0581	WATER, SEWER, 3000 PADRE BLVD MDN	114642	10.80
		I-200912182179	01 -570-0581	WATER, SEWER, CRN PADRE & TARPON MDN	114642	10.80
		I-200912182180	01 -570-0581	WATER, SEWER, 1800 GULF BLVD	114642	38.54
		I-200912182181	01 -570-0581	WATER, SEWER, 2712 PADRE BLVD	114642	10.80
		I-200912182182	01 -570-0581	WATER, SEWER, 3420 GULF BLVD-ACCESS 11	114642	63.21
		I-200912182183	01 -570-0581	WATER, SEWER, 104 W. RETAMA ST	114642	21.86
		I-200912182184	01 -570-0581	WATER, SEWER, 110 E. MORNINGSIDE DR	114642	72.03
		I-200912182185	01 -570-0581	WATER, SEWER, 6100 PADRE BLVD	114642	14.95
		I-200912182187	01 -570-0581	WATER, SEWER, 4380 GULF BLVD	114642	10.80
		I-200912182188	01 -570-0581	WATER, SEWER, 108 W. HUISACHE ST	114642	28.91
		I-200912182189	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	114642	55.49
		I-200912182190	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	114642	39.07
		I-200912182191	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	114642	383.27
		I-200912182192	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	114642	171.97
		I-200912182193	01 -570-0581	WATER, SEWER, 4601 PADRE BLVD F/L	114642	50.25
		I-200912182194	01 -570-0581	WATER, SEWER, 4601 PADRE BLVD	114642	433.01
		I-200912182195	01 -570-0581	WATER, SEWER, LAGUNA & VENUS	114642	72.03
01-013408	RAY MOYA					
		I-121409	01 -570-9035	AWARDS 4TH QUARTER SERVICE AWARD	114576	125.00
01-016304	PITNEY BOWES					
		I-121509	01 -570-0108	POSTAGE POSTAGE FOR MAILING MACHINE	114649	1,600.00
01-019520	AT&T					
		I-120309	01 -570-0501	COMMUNICATION PHONEBILL DATED 12/03/09	114652	1,788.24
01-020602	TOUCAN GRAPHICS					
		I-9812	01 -570-0118	PRINTING COUNCIL BUSINESS CARDS	114654	35.00
01-021095	UNITED PARCEL SERVICE					
		I-000034965X499	01 -570-0108	POSTAGE MISC. SHIPPING CHARGES	114657	41.21
01-023906	XEROX CORPORATION					
		I-044850349	01 -570-0510	EQUIPMENT REN COPIER LEASE	114659	1,733.39
		I-044850350	01 -570-0510	EQUIPMENT REN COPIER LEASE FY2009-10	114659	1,942.71
					TOTAL:	9,343.93

DEPARTMENT 570 GENERAL SERVICES

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002210	BLUE MARLIN SUPERMARKET					
		I-200912182201	01 -572-9074	CHRISTMAS PAR SPI HOLIDAY LIGHTING CONTEST	114626	1,000.00
01-002431	BOARDWALK CONDO YACHT					
		I-200912182200	01 -572-9074	CHRISTMAS PAR SPI HOLIDAY LIGHTING CONTEST	114627	2,000.00
01-008369	MIKE & JODY HUGHES					
		I-200912182203	01 -572-9074	CHRISTMAS PAR SPI HOLIDAY LIGHTING CONTEST	114639	1,000.00
01-1	MISC. VENDORS					
	PALM ST. PIER	I-200912182202	01 -572-9074	CHRISTMAS PAR PALM ST. PIER:SPI HOLIDAY LIGH	114661	500.00
	MR. WILLIAM SNYDER	I-200912182204	01 -572-9074	CHRISTMAS PAR MR. WILLIAM SNYDER:SPI HOLIDAY	114662	500.00
	GREGORY & DEBRA TU	I-200912182205	01 -572-9074	CHRISTMAS PAR GREGORY & DEBRA TURBISKY:	114663	250.00
				DEPARTMENT 572 SPECIAL PROJECTS	TOTAL:	5,250.00
				FUND 01 GENERAL FUND	TOTAL:	35,617.39

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	02 -590-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	53.69
01-012071	LAGUNA MDRE WIR DIST NO	I-200912182169	02 -590-0581	WATER,SEWER & 600 PADRE BLVD	114642	28.91
		I-200912182170	02 -590-0581	WATER,SEWER & 600 PADRE BLVD	114642	29.80
01-019520	AT&T	I-120309	02 -590-0501	COMMUNICATION PHONEBILL DATED 12/03/09	114652	535.26
01-023906	XEROX CORPORATION	I-044629622	02 -590-0415	SERVICE CONTR WC7345 PRINTER	114659	494.39
DEPARTMENT 590 VISITORS BUREAU					TOTAL:	1,142.05

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
=====							
01-006111	FREEDOM COMMUNICATIONS						
		I-10008587-1109	02 -592-0531	MEDIA PLACEME NCAA BBALL ADVERTISING	114633	1,163.88	
		I-10008587-1109	02 -592-0531	MEDIA PLACEME HOOP ADVERTISING 2009	114633	2,936.55	
		I-140871	02 -592-0531	MEDIA PLACEME NCAA BBALL ADVERTISING-CC	114633	238.00	
		I-141054	02 -592-0531	MEDIA PLACEME XMAS/MERCADO AD-CC	114633	140.00	
		I-141168	02 -592-0531	MEDIA PLACEME XMAS/MERCADO AD-CC	114633	140.00	
		I-20088839-1109	02 -592-0531	MEDIA PLACEME DATE NIGHT AD. NOV. 6 & 8,	114633	156.60	
		I-503722	02 -592-0531	MEDIA PLACEME -IB	114633	65.10	
		I-503722	02 -592-0531	MEDIA PLACEME NCAA BBALL ADVERTISINGIB	114633	65.10	
		I-503723	02 -592-0531	MEDIA PLACEME IB	114633	119.70	
		I-503723	02 -592-0531	MEDIA PLACEME NCAA BBALL ADVERTISINGIB	114633	119.70	
		I-503731	02 -592-0531	MEDIA PLACEME XMAS/MERCADO AD-IB	114633	136.80	
		I-503732	02 -592-0531	MEDIA PLACEME XMAS/MERCADO ADVERTISING	114633	81.60	
01-006133	FORT DEARBORN LIFE INS						
		I-111309	02 -592-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	244.12	
01-019520	AT&T						
		I-120309	02 -592-0501	COMMUNICATION PHONEBILL DATED 12/03/09	114652	583.92	
01-020185	TIME WARNER CABLE						
		I-120409	02 -592-0501	COMMUNICATION SPI CVB	114653	919.90	
		I-120409	02 -592-0501	COMMUNICATION 7355 PADRE	114653	479.90	
01-021095	UNITED PARCEL SERVICE						
		I-0000648239499	02 -592-0108	COURIER/FREIG WEEKLY SERVICE CHARGE	114657	18.00	
01-022202	VALLEY MORNING STAR						
		I-85005227	02 -592-0531	MEDIA PLACEME LOCAL ADVERTISING	114658	1,350.00	
					DEPARTMENT 592 SALES & MARKETING	TOTAL:	8,958.87

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
=====									
01-003697 A	CLEAN PORTOCO BRWNSVL								
		I-01-126326-03	02 -593-7010	HOSTING COSTS PORTABLE RESTROOMS	114629	210.00			
		I-01-126327-04	02 -593-7010	HOSTING COSTS PORTABLE RESTROOMS	114629	180.00			
01-006133	FORT DEARBORN LIFE INS								
		I-111309	02 -593-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	33.10			
					DEPARTMENT 593	EVENTS MARKETING	TOTAL:	423.10	

					FUND	02	HOTEL/MOTEL TAX FUND	TOTAL:	10,524.02

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	06 -565-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	158.45
01-007029	GE CAPITAL	I-53037737	06 -565-0510	EQUIPMENT REN TAXES	114638	35.43
		I-53073839	06 -565-0510	EQUIPMENT REN KYOCERA FAX MACHINE	114638	75.00
01-012071	LAGUNA MDRE WTR DIST NO	I-200912182186	06 -565-0581	WATER, SEWER 7355 PADRE BLVD	114642	2,820.94
01-019520	AT&T	I-120309	06 -565-0501	COMMUNICATION PHONEBILL DATED 12/03/09	114652	1,703.09
					DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:	4,792.91
					FUND 06 CONVENTION CENTER FUND TOTAL:	4,792.91

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 30 TRANSPORTAION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002196	BLANCO'S DETAILING SERV	I-109	30 -591-0420	MOTOR VEHICLE WASH AND DETAIL BUSES	114625	320.00
01-003250	CASH	I-121609	30 -591-0104	FUELS & LUBRI CITY HALL PETTY CASH REIMBURSE	114628	31.01
01-006133	FORT DEARBORN LIFE INS	I-111309	30 -591-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	195.57
01-012071	LAGUNA MDRE WTR DIST NO	I-200912182194	30 -591-0581	WTR/SWR/GARBA 4601 PADRE BLVD	114642	61.86
01-018255	DAVID RUIZ	I-121409	30 -591-0550	TRAVEL EXPENS C/A:TRIP TO JUSTIN TEXAS	114575	300.00
01-019520	AT&T	I-120309	30 -591-0501	COMMUNICATION PHONEBILL DATED 12/03/09	114652	255.46
					DEPARTMENT 591 TRANSPORTATION DEPT	TOTAL: 1,163.90
					FUND 30 TRANSPORTAION GRANT	TOTAL: 1,163.90

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS	I-111309	60 -560-0081	GROUP INSURAN DEC. 2009 LTD, LIFE, AD& D PRE	114634	79.77
				DEPARTMENT 560 BEACH MAINTENANCE	TOTAL:	79.77
				FUND 60 BEACH MAINTENANCE FUND	TOTAL:	79.77

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-012097	DARLA LAPEYRE					
		I-120809	80 -580-0550	TRAVEL MISC. REIMBURSEMENT	114648	178.47
				DEPARTMENT 580 EDC	TOTAL:	178.47

PACKET: 06109 MINI AP CK RUN 12/18/09

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-002025	BALL, MARY CATHERINE					
		I-111009	80 -581-0150	MINOR TOOLS & MISC. REIMBURSEMENT	114623	29.75
		I-111009	80 -581-0108	POSTAGE MISC. REIMBURSEMENT	114623	44.00
		I-112709	80 -581-0101	OFFICE SUPPLI MISC. REIMBURSEMENT	114623	32.42
		I-120509	80 -581-0101	OFFICE SUPPLI MISC. PURCHASE REIMBURSEM	114623	53.46
01-012071	LAGUNA MDRE WTR DIST NO					
		I-200912182196	80 -581-0581	WATER, SEWER, EDC:6801 PADRE BLVD, IRRIG	114642	315.65
		I-200912182197	80 -581-0581	WATER, SEWER, EDC:6801 PADRE BLVD	114642	171.97
		I-200912182198	80 -581-0581	WATER, SEWER, EDC:6801 PADRE BLVD F/L	114642	50.25
01-1	MISC. VENDORS					
	GARY HOWE	I-200912182199	80 -581-0150	MINOR TOOLS & GARY HOWE:MISC. REIMBURSE	114660	70.88
DEPARTMENT 581 BIRDING CENTER					TOTAL:	768.38

FUND 80 ECONOMIC DEVELOPMENT CORP						TOTAL: 946.85
REPORT GRAND TOTAL:						53,124.84

PACKET: 06115 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 572 SPECIAL PROJECTS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002210	BLUE MARLIN SUPERMARKET					
		I-200912222215	01 -572-9074	CHRISTMAS PAR SPI CHRISTMAS PARADE:	114664	200.00
01-019119	SEA TURTLE, INC.					
		I-200912222216	01 -572-9074	CHRISTMAS PAR SPI CHRISTMAS PARADE	114665	500.00
01-1	MISC. VENDORS					
	GIO GYMNASTICS	I-200912222212	01 -572-9074	CHRISTMAS PAR GIO GYMNASTICS:SPI PARADE	114671	500.00
	LAGUNA MADRE REHAB	I-200912222213	01 -572-9074	CHRISTMAS PAR LAGUNA MADRE REHAB: SPI PARADE	114672	300.00
	FIRST BAPTIST CHUR	I-200912222217	01 -572-9074	CHRISTMAS PAR FIRST BAPTIST CHURCH:	114673	300.00
	CUB SCOUT PACK #59	I-200912222218	01 -572-9074	CHRISTMAS PAR CUB SCOUT PACK #59:	114674	200.00
	PORT ISABEL MARCHI	I-200912222219	01 -572-9074	CHRISTMAS PAR PORT ISABEL MARCHING BAND:	114675	500.00
	PT.ISABEL JR. HIGH	I-200912222220	01 -572-9074	CHRISTMAS PAR PT.ISABEL JR. HIGH DANCE TEAM:	114676	300.00
	PORT ISABEL HIGH C	I-200912222221	01 -572-9074	CHRISTMAS PAR PORT ISABEL HIGH CHEERLEADERS:	114677	200.00
	DERRY DOLLS	I-200912222222	01 -572-9074	CHRISTMAS PAR DERRY DOLLS: SPI CHRISTMAS	114678	500.00
	VELA JR. HIGH PERC	I-200912222223	01 -572-9074	CHRISTMAS PAR VELA JR. HIGH PERCUSSION BAND:	114679	300.00
	WOLF DEN #13/CUB S	I-200912222224	01 -572-9074	CHRISTMAS PAR WOLF DEN #13/CUB SCOUT PK#59:	114680	200.00
	JACKY CONRAD	I-200912222225	01 -572-9074	CHRISTMAS PAR JACKY CONRAD: MISC. REIMBURSE	114681	451.99
DEPARTMENT 572 SPECIAL PROJECTS					TOTAL:	4,451.99

FUND 01 GENERAL FUND					TOTAL:	5,793.99
REPORT GRAND TOTAL:						5,793.99

PKET: 06120 Regular Payments
 IDOR SET: 01
 ID : 01 GENERAL FUND
 PARTMENT: N/A NON-DEPARTMENTAL
 GET TO USE: CB-CURRENT BUDGET

BANK: OPER

IDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
-001297	AMERICAN FUNDS						
		I-200912222229	01	-2485	AMERICAN GENE SALARY ALLOCATIONS	114686	83.08
-002434	CINDY BOUDLOCHE, TRUSTE						
		I-DW5200912212211	01	-2469	DEBTORS WAGE A/N 07-10758-B-13	114687	662.30
-003185	OFFICE OF THE ATTY GENL						
		I-C09200912212211	01	-2473	CHILD SUPPORT A/N 0010486563	114688	212.31
		I-C10200912212211	01	-2473	CHILD SUPPORT A/N 2004094864B	114689	282.92
		I-C14200912212211	01	-2473	CHILD SUPPORT A/N N002589726	114690	100.00
		I-C22200912212211	01	-2473	CHILD SUPPORT #001167433 & #FA03-0128105	114691	318.00
		I-C31200912212211	01	-2473	CHILD SUPPORT A/N 0011545222	114692	161.54
		I-C32200912212211	01	-2473	CHILD SUPPORT A/N 2007031654D	114693	338.35
		I-C34200912212211	01	-2473	CHILD SUPPORT A/N 0009255855	114694	154.15
		I-C37200912212211	01	-2473	CHILD SUPPORT A/N 2008-10-5941-D	114695	492.46
		I-C47200912212211	01	-2473	CHILD SUPPORT CASE # 0009943810	114696	141.69
		I-C48200912212211	01	-2473	CHILD SUPPORT NO. 2008-08-4758-H	114697	395.00
		I-C49200912212211	01	-2473	CHILD SUPPORT 0009648707	114698	165.69
-007001	ANA GARZA						
		I-C04200912212211	01	-2473	CHILD SUPPORT A/N 2003-03-1480-B	114699	194.88
-009097	INTERNAL REVENUE SERVIC						
		I-IR6200912212211	01	-2459	IRS LEVY A/N XXX-XX-1603	114700	383.00
-012108	HERMELINDA LONGORIA						
		I-C16200912212211	01	-2473	CHILD SUPPORT A/N 2002031289D	114701	146.77
-016686	PUTNAM INVESTMENTS						
		I-200912222228	01	-2485	AMERICAN GENE SALARY ALLOCATIONS	114702	62.15
-019222	S.P.I. FIREFIGHTERS ASS						
		I-200912222227	01	-2472	FIREFIGHTERS ASSOC. DUES	114703	234.00
-019327	SOUTH PADRE ISLAND PROF						
		I-200912222230	01	-2487	POLICE DEPT A ASSOC. DUES	114704	405.00
-019997	TG						
		I-DW8200912212211	01	-2469	DEBTORS WAGE CS217201100	114705	126.65
-021105	UNITED STATES TREASURY						
		I-IR7200912212211	01	-2459	IRS LEVY A/N XXX-XX-5663	114706	100.00
-021109	UNITED WAY OF S. CAMERO						
		I-200912222226	01	-2468	UNITED WAY PAYROLL ENDING 12-18-09	114707	455.00
-023200	MICHELL WILBURN						
		I-C21200912212211	01	-2473	CHILD SUPPORT A/N 0011549506	114708	146.31
						DEPARTMENT	NON-DEPARTMENTAL
						TOTAL:	5,761.25

PACKET: 06120 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 540 FLEET MANAGEMENT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001123	ADVANCE AUTO PARTS					
		C-2381	01 -540-0420	MOTOR VEHICLE 24 5W30 OIL RETURNED	114682	42.00-
		C-2448	01 -540-0420-03	REPAIRS & MAI 2- HAND CLEANERS RETURNED	114682	23.79-
		I-120209	01 -540-0420	MOTOR VEHICLE MISC CHARGES	114682	33.50
		I-1945	01 -540-0420-01	REPAIRS & MAI P.D. F-92 BRAKE PARTS	114682	105.20
		I-1951	01 -540-0420-03	REPAIRS & MAI 5 QTS GEAR OIL	114682	31.45
		I-2022	01 -540-0420-04	REPAIRS & MAI 2- SAND PAPER	114682	7.78
		I-2023	01 -540-0420-01	REPAIRS & MAI 1-INTAKE GASKET UNIT F-24	114682	17.99
		I-2024	01 -540-0420-01	REPAIRS & MAI 5-ELECT. CLEANER UNIT F-24	114682	37.83
		I-2087	01 -540-0420-04	REPAIRS & MAI 12- 5W30 , 12-5W20 OIL	114682	42.00
		I-2089	01 -540-0420-01	REPAIRS & MAI PCV VALVE, GROMMET	114682	3.88
		I-2250	01 -540-0420-01	REPAIRS & MAI 1- CV AXLE ASSY GSP	114682	49.99
		I-2345	01 -540-0420-04	REPAIRS & MAI 52 CE BRAKE PARTS	114682	177.03
		I-2380	01 -540-0420	MOTOR VEHICLE 24 QTS 5W30 OIL	114682	42.00
		I-2382	01 -540-0420-04	REPAIRS & MAI 24-5W30 OIL CODE ENF	114682	42.00
		I-2383	01 -540-0420-01	REPAIRS & MAI 12 5W20 OIL POLICE DEPT	114682	21.00
		I-2389	01 -540-0420-04	REPAIRS & MAI EXCHANGE OF BRAKE PADS	114682	5.10
		I-2419	01 -540-0420	MOTOR VEHICLE HAND CLEANER	114682	23.79
		I-2450	01 -540-0420-03	REPAIRS & MAI 2-HAND CLEANER - PUBLIC WRKS	114682	23.79
		I-2604	01 -540-0420-03	REPAIRS & MAI 12-ATF MULTI VEHCL _GENIE LIF	114682	21.00
		I-2605	01 -540-0420-04	REPAIRS & MAI 12-5W30, 12-5W20 OIL CODE ENF	114682	42.00
		I-2606	01 -540-0420-01	REPAIRS & MAI 12- 5W30 OIL POLICE DPT	114682	21.00
		I-2686	01 -540-0420-03	REPAIRS & MAI 3-5W40 OIL	114682	45.00
		I-2687	01 -540-0420-03	REPAIRS & MAI 2-OIL FILTERS, UNITS #38,40	114682	40.94
		I-2715	01 -540-0420-03	REPAIRS & MAI 3-15W40 OIL UNIT #40	114682	45.00
		I-2716	01 -540-0420-03	REPAIRS & MAI 6-QTS ATF. PUBLIC WRKS GENIE	114682	17.94
		I-2727	01 -540-0420-01	REPAIRS & MAI 4-OIL FILTERS	114682	9.96
		I-2728	01 -540-0420-03	REPAIRS & MAI 4-22" WIPER BLADES PW.	114682	36.76
		I-2948	01 -540-0420-03	REPAIRS & MAI 4-TRANS, . FIX SHOP TOWELS	114682	48.86
		I-2949	01 -540-0420-03	REPAIRS & MAI 4-TRANS. FIX. SHOP TOWELS	114682	48.86
		I-2950	01 -540-0420-02	REPAIRS & MAI 4-TRANS. FIX. FIRE DEPT	114682	44.00
		I-2958	01 -540-0420-03	REPAIRS & MAI 2-DGRSR PUBLIC WORKS	114682	48.71
		I-2959	01 -540-0420-02	REPAIRS & MAI 12 5W20, 12-5W30 OIL FIRE	114682	42.00
		I-2960	01 -540-0420-03	REPAIRS & MAI 12-QTS. P./S FLUID PUBLIC WRKS	114682	43.08
		I-2986	01 -540-0420-01	REPAIRS & MAI F-2 PD	114682	219.92
		I-2987	01 -540-0420-01	REPAIRS & MAI F-2 PD	114682	47.23
		I-3127	01 -540-0420-01	REPAIRS & MAI 12- QTS 5W20 OIL POLICE DPT	114682	21.00
		I-3128	01 -540-0420-03	REPAIRS & MAI 12- 20W50 OIL - PWKS SCAGG	114682	21.00
		I-3129	01 -540-0420-03	REPAIRS & MAI 16-MULTIPURPOSE GREASE PW	114682	34.84
		I-5633	01 -540-0420-02	REPAIRS & MAI FIX A FLAT W/ HOSE	114682	17.97
		I-9004	01 -540-0420-01	REPAIRS & MAI 6-OIL FILTERS POLICE DPT	114682	11.94
DEPARTMENT 540 FLEET MANAGEMENT					TOTAL:	1,527.55

FUND 01 GENERAL FUND					TOTAL:	7,288.80

PACKET: 06120 Regular Payments

VENDOR SET: 01

FUND : 30 TRANSPORTAION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001123	ADVANCE AUTO PARTS					
		I-2342	30 -591-0420	MOTOR VEHICLE 6-PROTECTANT	114682	27.86
		I-2695	30 -591-0160	LAUNDRY & JAN 2-HAND CLEANERS,	114682	23.79
				DEPARTMENT 591 TRANSPORTATION DEPT	TOTAL:	51.65

			FUND 30	TRANSPORTAION GRANT	TOTAL:	51.65

PACKET: 06120 Regular Payments

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001123	ADVANCE AUTO PARTS					
		I-2729	60 -560-0420	MOTOR VEHICLE 2-20" WIPER BLADES	114682	16.54
		I-6282	60 -560-0420	MOTOR VEHICLE 12-QTS OIL, 12- OIL FILTERS BM	114682	49.68
			DEPARTMENT 560	BEACH MAINTENANCE	TOTAL:	66.22

			FUND	60	BEACH MAINTENANCE FUND	TOTAL: 66.22
					REPORT GRAND TOTAL:	7,406.67

PKET: 06137 Regular Payments
 IDOR SET: 01
 ID : 01 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

IDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -2462	BLUE CROSS DE JAN 2010 DENTAL PREMIUMS	114728	1,653.24	
-002205	BLUE CROSS BLUE SHIELD	I-122809	01 -2477	COBRA JAN 2010 COBRA DENTAL PREM	114730	45.88	
-003720	COLONIAL LIFE INS. CO.	I-7061344-0101942	01 -2467	COLONIAL LIFE DEC 2009 EMPLOYEE PREMIUMS	114740	8,234.75	
-009115	INTERNATIONAL CODE COUN	I-1167627-IN	01 -48042	MISCELLANEOUS PLAN REVIEW/INTERP FEES	114796	7,148.00	
-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -2461	BLUE CROSS ME JANUARY 2010 MEDICAL PREM	114839	12,269.74	
-020700	TRANSAMERICA WORKSITE M	I-122809	01 -2464	TRANSAMERICA DEC 2009 EMPLOYEE PREMIUMS	114848	15.17	
-1	MISC. VENDORS						
MIDLAND COUNTY	I-200912282231	01 -45010		FINES & FORFE MIDLAND COUNTY:RELEASE	114884	500.00	
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	29,866.78

PACKET: 06137 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 512 CITY ADMINISTRATION
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001015	GARY AINSWORTH	I-121509	01 -512-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	114710	123.62
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -512-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	232.42
01-003410	CHAMBER OF COMMERCE - S	I-5816	01 -512-0102	LOCAL MEETING QTRLY LUNCHEON:G.AINSWORTH	114737	18.00
01-007053	RODRIGO GIMENEZ	I-121409	01 -512-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	114787	19.49
01-009015	ICLEI	I-M2009-1471	01 -512-0551	DUES & MEMBER 2010 MEMBERSHIPS	114795	600.00
01-016600	PT ISABEL/SO PADRE PRES	I-112309	01 -512-0540	ADVERTISING COMMITTEE ADS 11/23/09	114819	58.95
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -512-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	2,982.40
DEPARTMENT 512 CITY ADMINISTRATION					TOTAL:	4,034.88

PACKET: 06137 Regular Payments
VENDOR SET: 01
FUND : 01 GENERAL FUND
DEPARTMENT: 513 FINANCE DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -513-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	91.76
01-003410	CHAMBER OF COMMERCE - S	I-5808	01 -513-0102	LOCAL MEETING QTRLY LUNCHEON:HOMAN, BASKETT	114737	18.00
01-019239	SOUTH PADRE OFFICE CENT	I-90995	01 -513-0101	OFFICE SUPPLI 4-INK CARTRID.BLK,YLW,MAG.CYAN	114826	39.96
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -513-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	988.48
DEPARTMENT 513 FINANCE DEPARTMENT					TOTAL:	1,138.20

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001129	A & W OFFICE SUPPLY INC					
		I-415215-0	01 -514-0101	OFFICE SUPPLI LABELS, EXEC DESK REFILL	114713	31.99
		I-415728-0	01 -514-0101	OFFICE SUPPLI LABELS AND CALANDER REFILL	114713	40.43
01-002200	BLUE CROSS BLUE SHIELD					
		I-121809-1	01 -514-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	45.88
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-122209	01 -514-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	662.32
DEPARTMENT 514 PLANNING DEPARTMENT					TOTAL:	780.62

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001142	AT&T GLOBAL SERVICES, I	I-SB570287	01 -515-0415	SERVICE CONTR MAINTENANCE BILLING	114714	430.99
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -515-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	45.88
01-019239	SOUTH PADRE OFFICE CENT	I-90981	01 -515-0101	OFFICE SUPPLI BULLETIN BOARD, MARKERS, ETC	114826	29.92
01-019995	TAGITM, INC.	I-421225788	01 -515-0551	DUES & MEMBER TIM HOWELL:MEMBERSHIP DUES	114837	100.00
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -515-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	652.32
01-020185	TIME WARNER CABLE	I-121809	01 -515-0415	SERVICE CONTR MONTHLY SERVICE CHARGE	114845	294.07
DEPARTMENT 515 TECHNOLOGY DEPARTMENT					TOTAL:	1,553.18

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -516-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	22.94
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -516-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	326.16
DEPARTMENT 516 HUMAN RESOURCES					TOTAL:	349.10

PACKET: 06137 Regular Payments
VENDOR SET: 01
FUND : 01 GENERAL FUND
DEPARTMENT: 520 MUNICIPAL COURT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001129	A & W OFFICE SUPPLY INC	I-414309-0	01 -520-0150	MINOR TOOLS & DATE STAMP	114713	78.80
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -520-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	45.88
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -520-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	652.32
			DEPARTMENT 520	MUNICIPAL COURT	TOTAL:	777.00

PACKET: 06137 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 521 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01	-521-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	894.66
01-003410	CHAMBER OF COMMERCE - S	I-5817	01	-521-0102	LOCAL MEETING QTRLY LUNCHEON:JAVIER GARZA	114737	18.00
01-003421	CHIEF SUPPLY CORPORATIO	I-308186	01	-521-0150	MINOR TOOLS & PD-12 ROLLS/POLICE TAPE	114739	145.86
01-012023	LEXIS NEXIS	I-0911183398	01	-521-0415	SERVICE CONTR PD-1 YR SERV AUG09-SEPT10	114800	152.00
01-012103	LONE STAR UNIFORMS, INC.	C-157626	01	-521-0130	WEARING APPAR 1-POLY PANT RETURNED	114804	38.50-
		I-158382	01	-521-0130	WEARING APPAR PD-PAIROL UNIFORMS 2ND	114804	83.80
		I-159088	01	-521-0130	WEARING APPAR PD-6 BODY ARMOR	114804	3,200.00
01-013246	METRO ELECTRIC	I-34533	01	-521-0150	MINOR TOOLS & PD:K9 INSTALL RECEPTACLE	114807	260.00
01-016110	PADRE ISLAND'S ACE HARD	I-053882	01	-521-0150	MINOR TOOLS & ASST. JMK TOOLS, CABLE TIES	114814	8.98
01-019595	SYMBOL ARTS	I-0121854-IN	01	-521-0130	WEARING APPAR PD-RETIRED P/O BADGE	114834	67.50
01-019702	GEORGE STUKEY	I-121209	01	-521-0130	WEARING APPAR MISC. REIMBURSEMENT	114835	25.98
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01	-521-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	13,453.08
01-023058	WHATABURGER	I-604705	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	3.69
		I-604706	01	-521-0571	FOOD FOR PRIS PRISONER MEAL	114879	3.69
		I-604707	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	7.38
		I-604708	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	3.69
		I-665323	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	8.38
		I-665324	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	8.38
		I-665334	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	3.69
		I-665344	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	3.69
		I-665345	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	3.69
		I-665346	01	-521-0571	FOOD FOR PRIS PRISONER MEAL	114879	18.45
		I-665347	01	-521-0571	FOOD FOR PRIS PRISONERMEALS	114879	3.69
		I-665349	01	-521-0571	FOOD FOR PRIS PRISONER MEALS	114879	3.69
01-024201	ZEE MEDICAL SERVICE	I-0039524439	01	-521-0150	MINOR TOOLS & PD:RESTOCK MED SUPPLIES	114882	108.30

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC. VENDORS					
	TOMMY PAYNE	I-200912292234	01 -521-0550	TRAVEL EXPENS TOMMY PAYNE: MISC. REIMBURSE	114886	439.56
	JIM VANCE	I-200912292235	01 -521-0550	TRAVEL EXPENS JIM VANCE:MISC. REIMBURSEMENT	114887	378.74
DEPARTMENT 521 POLICE DEPARTMENT					TOTAL:	19,270.07

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001097	ACETYLENE OXYGEN COMPAN	I-100091715	01 -522-0428	FIRE HYDRANTS ACETYLENE & OXYGEN CYLINDERS	114711	21.18
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -522-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	481.74
01-002808	BROWN REYNOLDS WATFORD	I-29-11013	01 -522-0530	PROFESSIONAL PROJECT#29132.00	114733	40,860.00
01-003410	CHAMBER OF COMMERCE - S	I-5808	01 -522-0102	LOCAL MEETING QTRLY LUNCHEON:HOMAN, BASKETT	114737	18.00
01-007075	GALLS	I-510268923	01 -522-0130	WEARING APPAR NEW WINTER COATS	114788	149.98
01-016723	PRO SOURCE SPECIATIES	I-4680TS	01 -522-0106	FIRE PREVENTI PENCIL SHARPER/PENCILS	114820	540.25
01-018509	SAM'S CLUB DIRECT	I-000237	01 -522-0150	MINOR TOOLS & MISC. SUPPLIES FOR FIRE	114824	211.71
		I-000237	01 -522-0160	LAUNDRY & JAN MISC. SUPPLIES FOR FIRE	114824	183.19
		I-000237	01 -522-0170	DORM AND KITC MISC. SUPPLIES FOR FIRE	114824	132.38
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -522-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	6,593.20
01-021216	HD SUPPLY WATERWORKS, L	I-9857095	01 -522-0428	FIRE HYDRANTS HYDRANT KIT	114874	267.50
DEPARTMENT 522 FIRE DEPARTMENT					TOTAL:	49,459.13

PACKET: 06137 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 532 CODE ENFORCEMENT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002200	BLUE CROSS BLUE SHIELD					
		I-121809-1	01 -532-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	137.64
01-007075	GALLS					
		I-510278931	01 -532-0130	WEARING APPAR RAINUIT JACKET(XL)	114788	61.79
01-011196	LA POLICE GEAR INC.					
		I-786622	01 -532-0130	WEARING APPAR TACTICAL UNIFORM JACKETS	114798	827.91
01-016110	PADRE ISLAND'S ACE HARD					
		I-053816	01 -532-0150	MINOR TOOLS & 2-10 GAL TOTES, STORBOX EXTCOR	114814	24.46
		I-053955	01 -532-0150	MINOR TOOLS & 2-EXT. CORDS	114814	20.97
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-122209	01 -532-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	1,976.96
DEPARTMENT 532 CODE ENFORCEMENT					TOTAL:	3,049.73

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -540-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	45.88
01-002435	BOGGUS MOTOR COMPANY	I-226837	01 -540-0420-01	REPAIRS & MAI 1-MOTOR A UNIT F-72	114731	45.68
		I-C29686	01 -540-0420-01	REPAIRS & MAI ENGINE REPLA UNIT F-71	114731	5,251.23
		I-C32643	01 -540-0420-01	REPAIRS & MAI CHARGE, TEST REPLACE BTT F-71	114731	127.39
01-002700	BURTON AUTO SUPPLY, INC	I-03 876392	01 -540-0420-02	REPAIRS & MAI MISC. WASHERS, ETC.	114732	21.42
		I-03 976534	01 -540-0420-02	REPAIRS & MAI SHOP TOWELS, SERP. BELT	114732	47.98
01-006083	FAST & FAIR CAR CARE	I-1216	01 -540-0420-03	REPAIRS & MAI PLUG & PATCH TIRE UNIT#36	114780	12.00
01-008120	ANGEL R. HERNANDEZ	I-232839	01 -540-0420-01	REPAIRS & MAI F-92,F93,F72,F83.	114790	225.00
		I-232840	01 -540-0420-01	REPAIRS & MAI F-71, F-92 RADAR	114790	125.00
		I-232841	01 -540-0420-01	REPAIRS & MAI F-71 SIREN	114790	450.00
		I-232842	01 -540-0420-01	REPAIRS & MAI F-71PD CE 83	114790	200.00
		I-232846	01 -540-0420-01	REPAIRS & MAI F-83 PD MDVR	114790	75.00
01-014030	NAPA AUTO PARTS	I-560460	01 -540-0420-02	REPAIRS & MAI 2-R-134A PL; UNIT E-1	114810	35.98
		I-561034	01 -540-0420-02	REPAIRS & MAI 3-ANTIFREEZE, 1-TAPE UNIT#E-1	114810	38.21
		I-562099	01 -540-0420-04	REPAIRS & MAI 1-HANDLE UNIT F-84	114810	40.79
		I-562137	01 -540-0420-03	REPAIRS & MAI GAS CAP, FUEL FILTER	114810	20.56
		I-562327	01 -540-0420-01	REPAIRS & MAI 4-OIL FILTERS UNIT C-31	114810	11.96
		I-562425	01 -540-0420-03	REPAIRS & MAI 1-BATTERY, SHOP GENERATOR	114810	28.52
01-015012	O'REILLY AUTOMOTIVE, IN	I-139087	01 -540-0420-02	REPAIRS & MAI BRAKE DRUM, KIT, SHOES, BCHPAT	114812	81.79
01-019310	SOUTH SHORE AUTOMOTIVE	I-1544	01 -540-0420-01	REPAIRS & MAI F-61 PD EMERGENCY REPAIR	114828	867.71
01-019311	SOUTHERN TIRE MART, LLC	I-69008177	01 -540-0111	TIRES & TUBES F-73 P.D.	114829	556.00
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -540-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	652.32
01-021077	ROBERT'S AUTO REPAIR	I-5111	01 -540-0420-02	REPAIRS & MAI WORK ON '97 JEEP WRANGLER	114853	547.94
DEPARTMENT 540 FLEET MANAGEMENT					TOTAL:	9,508.36

PACKET: 06137 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 541 BUILDING MAINTENANCE
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001349	ARGUS SECURITY SYSTEMS	I-16863884	01 -541-0411	BUILDINGS & S FIRE ALARM INSPECTION	114722	500.00
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -541-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	68.82
01-012020	THE LIGHT HOUSE	I-P34640	01 -541-0115	LAMPS & GLOBE LIGHT BULBS	114799	119.85
		I-P34645	01 -541-0411	BUILDINGS & S OLD FIRE STATION	114799	79.90
01-016110	PADRE ISLAND'S ACE HARD	I-053835	01 -541-0150	MINOR TOOLS & 1-VALVE REPAIR	114814	19.99
		I-053944	01 -541-0150	MINOR TOOLS & DOOR STOP, GFCI RECP. MOPHEAD	114814	48.95
01-018058	RELIABLE ELECTRIC CO.	I-22488	01 -541-0411	BUILDINGS & S 7 LIGHT FIXTURES	114821	499.00
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -541-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	988.48
01-021102	UNIFIRST CORP.	I-1772281	01 -541-0160	LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC	114855	82.35
		I-1772281	01 -541-0130	WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC	114855	24.64
		I-1774526	01 -541-0130	WEARING APPAR UNIFORMS,AIR FRESHNERS,ETC	114855	24.64
		I-1774526	01 -541-0160	LAUNDRY & JAN UNIFORMS,AIR FRESHNERS,ETC	114855	14.92
DEPARTMENT 541 BUILDING MAINTENANCE					TOTAL:	2,471.54

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001129	A & W OFFICE SUPPLY INC					
		I-120786	01 -542-0101	OFFICE SUPPLI BINDER/OFFICE SUPPLIES	114713	247.66
		I-415104-0	01 -542-0101	OFFICE SUPPLI MISC. ENVELOPES, DRY ERASE BOA	114713	12.13
01-002053	BATCHELOR BUSINESS MACH					
		I-51436	01 -542-0150	MINOR TOOLS & JAY/JANIE	114725	134.85
01-002200	BLUE CROSS BLUE SHIELD					
		I-121809-1	01 -542-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	91.76
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-122209	01 -542-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	1,314.64
DEPARTMENT 542 INSPECTIONS DIVISION					TOTAL:	1,801.04

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001101	ACE PARKING LOT SERVICE	I-3684	01 -543-0416	STREETS & RIG 2009 RE-STRIPING PRO.	114712	339.00
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	01 -543-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	412.92
01-013257	MISSION AUTO ELECTRIC	I-238217	01 -543-0410	MACHINERY & E WEEDEATERS	114808	153.91
		I-238220	01 -543-0410	MACHINERY & E SCAGG SUPPLIES	114808	451.41
01-016110	PADRE ISLAND'S ACE HARD	I-053781	01 -543-0150	MINOR TOOLS & DRILL BIT, SCRWS	114814	8.48
		I-054140	01 -543-0150	MINOR TOOLS & MISC. HDW	114814	2.88
01-016600	PT ISABEL/SO PADRE PRES	I-112309-1	01 -543-0540	ADVERTISING SIDEWALK PROJECT	114819	137.55
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	01 -543-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	5,880.88
01-020130	TX FLOOD PLAIN MGMT ASS	I-122209	01 -543-0551	DUES & MEMBER ANNUAL MEMBERSHIP&CFM	114842	85.00
01-021102	UNIFIRST CORP.	I-1772009	01 -543-0130	WEARING APPAR 1 DZN CAPS	114855	192.00
		I-1772281	01 -543-0130	WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC	114855	200.55
		I-1774526	01 -543-0150	MINOR TOOLS & UNIFORMS,AIR FRESHNERS,ETC	114855	200.55
01-023067	WELLS ELECTRONICS	I-10061557	01 -543-0150	MINOR TOOLS & PHONE CHARGER, R MOYA	114880	24.99
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						8,090.12

PACKET: 06137 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 570 GENERAL SERVICES
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001211	ALEX AVALOS PRINTING	I-120709	01 -570-0118	PRINTING IMPOUND SHEETS	114716	125.50
01-003773	CONSTELLATION NEW ENER	I-2336254	01 -570-0581	WATER, SEWER, SERV @PADRE BLVD LOT TEMP	114741	138.42
01-00612	FEDEX	I-9-436-75505	01 -570-0108	POSTAGE MISC. SHIPPING CHARGES	114782	175.96
01-019239	SOUTH PADRE OFFICE CENT	I-90987	01 -570-0101	OFFICE SUPPLI 3-REAMS 11 X 17 PAPER	114826	29.97
01-020602	TOUCAN GRAPHICS	I-9897	01 -570-0118	PRINTING LETTERHEAD	114846	646.90
		I-9915	01 -570-0118	PRINTING BUSINESS CARDS	114846	60.00
01-020906	TYLER TECHNOLOGIES, INC	I-158348	01 -570-0118	PRINTING W-2 / 1099 FORMS	114852	319.97
01-021095	UNITED PARCEL SERVICE	I-000034965X509	01 -570-0108	POSTAGE MISC. SHIPPING CHARGES	114854	25.57
01-021110	UNITED STATES POSTAL SR	I-122109	01 -570-0108	POSTAGE P & Z MAILOUT FOR JAN 21, MING	114857	791.52
01-022000	VALLEY BOTTLE WATER CO.	I-852595	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WRKS	114875	55.25
DEPARTMENT 570 GENERAL SERVICES					TOTAL:	2,369.06

PACKET: 06137 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 572 SPECIAL PROJECTS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001381	ARNETT MARKETING					
		I-4478	01 -572-9179	HOLIDAY LIGHT X-MAS DECOR-DEER	114723	1,928.25
		I-4495	01 -572-9179	HOLIDAY LIGHT X-MAS TOPPER	114723	673.38
01-008218	HERTZ EQUIPMENT RNTL CO					
		I-24700597-001	01 -572-9179	HOLIDAY LIGHT BOOM RENTAL X-MAS	114792	1,013.41
01-012102	LA QUINTA INN & SUITES					
		I-0730152258	01 -572-0558	SPECIAL EVENT CATERING SERVICES & GRATUITY	114803	3,980.58
01-016110	PADRE ISLAND'S ACE HARD					
		I-054035	01 -572-9179	HOLIDAY LIGHT BATTERIES, FSC HASP	114814	4.68
		I-054040	01 -572-9179	HOLIDAY LIGHT BATTERY, MISC. HDW	114814	5.20
01-018058	RELIABLE ELECTRIC CO.					
		I-22485	01 -572-9179	HOLIDAY LIGHT EMERGENCY CALL: XMAS LGHT PROB	114821	72.47
01-019100	SEA GARDEN SALES					
		C-1326955	01 -572-9045	SPRING BREAK 26 - 28" TRAFFIC CONES RETURN	114825	361.40
		I-1326947	01 -572-9045	SPRING BREAK 26-28"TRAFFIC CONES/CAUTIONTAP	114825	376.76
		I-1326951	01 -572-9045	SPRING BREAK SAFETY CONES	114825	422.50
01-024202	ZIMCO MARINE, INC.					
		I-0056554-IN	01 -572-9177	PARK IMPROVEM CABLE	114883	77.40
					DEPARTMENT 572 SPECIAL PROJECTS	TOTAL: 8,193.23
					FUND 01 GENERAL FUND	TOTAL: 142,712.04

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020744	TRAVEL LODGE					
		I-11309	02 -43013	REFUND OVERPA REFUND DUE TO OVERPAYMENT	114849	58.43
01-1	MISC. VENDORS					
	WAYNE DODD	I-200912282232	02 -43013	REFUND OVERPA WAYNE DODD:REFUND	114885	12.98
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	71.41

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	02 -590-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	45.88
01-007600	GULF COAST PAPER CO. IN	I-921431	02 -590-0160	LAUNDRY & JAN MISC. JANITORIAL SUPPLIES. VC	114789	154.49
		I-922221	02 -590-0160	LAUNDRY & JAN TRASH BAGS AND CARPET CLNR	114789	20.49
		I-926547	02 -590-0101	OFFICE SUPPLI TAPE, MISC. VISITOR CTR	114789	90.80
		I-927524	02 -590-0101	OFFICE SUPPLI 1-CS . WHT RELAY	114789	34.35
		I-930067	02 -590-0160	LAUNDRY & JAN 1 CS. ARM & HAMMER DEO	114789	50.00
		I-931749	02 -590-0160	LAUNDRY & JAN JANITORIAL SUPPLIES	114789	101.97
01-008269	HILDA'S CAUSEWAY CLEAN	I-5386-35	02 -590-0160	LAUNDRY & JAN DRY CLEANING OF RUGS	114794	75.00
		I-5387-24	02 -590-0160	LAUNDRY & JAN 5-RUGS DRY CLEANED	114794	75.00
01-013111	MARINE ELECTRIC SVC INC	I-13451	02 -590-0410	MACHINERY & E S/C. CHANGE LIGHT FIXTURE LOBB	114806	75.00
01-016110	PADRE ISLAND'S ACE HARD	I-053561	02 -590-0150	MINOR TOOLS & PAINTBRUSHES, ROLLERS, ETC	114814	32.69
		I-053884	02 -590-0160	LAUNDRY & JAN KRAZY GLUE, DROPCLOTHS	114814	10.36
		I-054024	02 -590-0410	MACHINERY & E ALUM KICK PLATE	114814	14.99
		I-054025	02 -590-0410	MACHINERY & E 1-CIRC. BLADE	114814	8.39
01-016174	PEREZ PEST CONTROL	I-33928	02 -590-0415	SERVICE CONTR PEST CONTROL SERVICE	114817	55.00
01-018509	SAM'S CLUB DIRECT	I-004580	02 -590-0101	OFFICE SUPPLI MISC. CHRISTMAS ITEMS	114824	188.24
01-019275	SONS OF THE BEACH	I-120109	02 -590-0530	PROFESSIONAL HOLIDAY, THEMED SAND SCULPTURE	114827	2,000.00
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	02 -590-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	672.32
01-020104	TEXAS APPROACH/GROUP TE	I-1897	02 -590-0108	POSTAGE VISITOR INFO REQ. 11/09	114841	1,283.00
		I-1898	02 -590-0108	POSTAGE POSTAL ACCOUNT FOR 11/09	114841	1,823.00
01-020602	TOUCAN GRAPHICS	I-9901	02 -590-0101	OFFICE SUPPLI NAME BADGE:LUANNE JAMES VC	114846	16.53
01-020661	TOP CUT LAWN CARE & IRR	I-27506	02 -590-0412	LANDSCAPE LAWN CARE SERVICE	114847	375.00
01-021102	UNIFIRST CORP.	I-1767830	02 -590-0160	LAUNDRY & JAN MISC. FLOOR MATS, VISITORS CTR	114855	48.25
		I-1772282	02 -590-0160	LAUNDRY & JAN MISC. FLOOR MATS, VISITOR CTR	114855	48.25

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-022000	VALLEY BOTTLE WATER CO.	I-796906	02 -590-0581	WATER,SEWER & BOTTLED WATER VISITOR CTR	114875	16.00
DEPARTMENT 590 VISITORS BUREAU					TOTAL:	7,320.00

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001325	MCALLEN CHAMBER OF COMM					
		I-121709	02 -592-0553	TRADE SHOW FE PARTICIPATION FEE FOR	114718	450.00
01-001344	THE ATKINS GROUP					
		I-4945	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	2,315.00
		I-4971	02 -592-0530	PROFESSIONAL ACCOUNT MANAGEMENT	114720	6,500.00
		I-4972	02 -592-0530	PROFESSIONAL OCT. 2009 PUBLIC RELATION	114720	6,000.00
		I-4973	02 -592-0559	INTERNET OCT 2009 WEBSITE MAINT	114720	2,915.30
		I-4974	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	7,647.10
		I-4975	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	2,800.00
		I-4976	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	10,441.18
		I-4977	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	2,577.23
		I-4978	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	2,882.42
		I-4979	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	1,850.00
		I-4980	02 -592-0531	MEDIA PLACEME RGV INSERTS.	114720	9,701.40
		I-4980-1	02 -592-0537	PRODUCTION BASKETBALL TOURNEY	114720	810.00
		I-4980-3	02 -592-0108	COURIER/FREIG SHIPPING/PACKAGING	114720	368.00
		I-4981	02 -592-0559	INTERNET OCT 2009 WEBSITE MAINT	114720	85.00
		I-4982	02 -592-0533	MARKETING CONVERSION STUDY 25%INITIAL BI	114720	5,200.00
		I-4987	02 -592-0533	MARKETING BASKETBALL TOURNEY ONLINE STOR	114720	495.00
01-002200	BLUE CROSS BLUE SHIELD					
		I-121809-1	02 -592-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	252.34
01-003410	CHAMBER OF COMMERCE - S					
		I-5800	02 -592-0102	LOCAL MEETING QRTL Y LUNCHERON:D QUANDT	114737	54.00
01-004006	DEROUSIE, LILIA					
		I-121709	02 -592-0550	TRAVEL EXPENS C/A :INTERNATIONAL TRAVEL SHOW	114742	200.00
		I-121709-1	02 -592-0550	TRAVEL EXPENS C/A:TRIP TO GRANBURY TEXAS	114743	200.00
01-012056	LONE STAR OVERNIGHT					
		I-4531190	02 -592-0108	COURIER/FREIG MISC. SHIPPING CHARGES	114801	13.73
01-013364	MORGAN BUSINESS SOLUTIO					
		I-63050	02 -592-0230	STOCK -- PROMO 50% PAYMENT	114809	4,799.93
01-016600	PT ISABEL/SO PADRE PRES					
		I-110109	02 -592-0531	MEDIA PLACEME FULL COLOR AD FOR SHRIMP	114819	70.00
		I-11050909	02 -592-0531	MEDIA PLACEME DATE NIGHT ADVERTISING	114819	412.66
		I-111909	02 -592-0531	MEDIA PLACEME NCAA BBALL ADVERTISING	114819	281.70
		I-111909-1	02 -592-0531	MEDIA PLACEME EL MERCADO ADS - COLOR	114819	257.50
		I-111909-2	02 -592-0533	MARKETING 11/19/09-SPI HOOPS, PARAD	114819	120.00
		I-113009	02 -592-0531	MEDIA PLACEME JOLLY DAYS ADVERTISING	114819	306.33
		I-113009-1	02 -592-0533	MARKETING DISPLAY AD -HOOPS 11/30/0	114819	81.90
01-018087	ISLAND GEEK					
		I-835	02 -592-0530	PROFESSIONAL B'BALL ONSITE TIME	114822	300.00

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-019313	SPI BIRDING AND NATURE	I-2	02 -592-0538	CONVENTION SE PURCHASE OF ITEMS FOR GIVEAWAY	114830	162.00
01-019510	AT&T ADVERTISING & PUBL	I-121109	02 -592-0531	MEDIA PLACEME YELLOW PAGE ADVERTISING	114832	252.20
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	02 -592-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	3,597.76
01-020171	TEXAS ASSOCIATION OF FI	I-1215	02 -592-0553	TRADE SHOW FE AFCE LOCATIONS TRADE SHOW	114844	1,446.00
01-020602	TOUCAN GRAPHICS	I-9850	02 -592-0230	STOCK - PROMO EXECUTIVE PLANNERS	114846	4,394.13
		I-9888	02 -592-0537	PRODUCTION ART SERVICES: JOLLY DAYS AD	114846	35.00
01-021095	UNITED PARCEL SERVICE	I-0000648239509	02 -592-0108	COURIER/FREIG MISC. SHIPPING CHARGES	114854	529.24
		I-0000648239519	02 -592-0108	COURIER/FREIG MISC. SHIPPING CHARGES	114854	32.92
01-022003	VACATION PLANNING SERVI	I-1209025	02 -592-0533	MARKETING TRAVELINFORMATION.COM	114876	245.60
DEPARTMENT 592 SALES & MARKETING					TOTAL:	81,082.57

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-001223	ALERT+SERVICES, INC.						
		I-42437800	02	-593-8099	MISC. SPONSOR COOLERS, TOWELS, GATORADE	114717	480.32
		I-42437801	02	-593-8099	MISC. SPONSOR 1-3 GAL COOLER	114717	39.00
01-001344	THE ATKINS GROUP						
		I-4983	02	-593-8084	SPI Bikefest SPI BIKEFEST, 2009 PUBLIC RELA	114720	1,250.00
01-001387	AFCI						
		I-07519721	02	-593-0551	DUES 2010 AFCI MEMBERSHIP DUES	114724	750.00
01-002200	BLUE CROSS BLUE SHIELD						
		I-121809-1	02	-593-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	22.94
01-002874	BLACKBEARD'S RESTAURANT						
		I-120809	02	-593-8080	NCAA MEN'S BA FOOD PURCHASE FOR BB TOURN	114735	464.80
01-007032	PAUL G. GARZA						
		I-200912102155	02	-593-8080	NCAA MEN'S BA OFFICIAL	114786	360.00
01-012059	LOUIE'S BACKYARD						
		I-121009	02	-593-8080	NCAA MEN'S BA HOOPS INVITATIONAL:	114802	6,652.75
01-020057	TEXAS MUNICIPAL LEAGUE						
		I-122209	02	-593-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	749.68
DEPARTMENT 593 EVENTS MARKETING						TOTAL:	10,769.49

FUND 02 HOTEL/MOTEL TAX FUND						TOTAL:	99,243.47

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-002100	BASKETBALL TOURNAMENTS					
		I-122209	06 -2420	DEFERRED REVE SETTLEMENT FOR NCAA SPI	114726	8,686.85
01-020744	TRAVEL LODGE					
		I-11309	06 -43013	REFUND OVERPA REFUND DUE TO OVERPAYMENT	114849	30.11
01-022222	JAMES D. VIOLA					
		I-121809	06 -1101	PETTY CASH CVB PETTY CASH REIMBURSEMENT	114878	50.00
01-1	MISC. VENDORS					
	WAYNE DODD	I-200912282232	06 -43013	REFUND OVERPA WAYNE DODD:REFUND	114885	6.72
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	8,773.68

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001014	ADMIRAL LINEN & UNIFORM					
		I-DE37263	06 -565-0160	LAUNDRY & JAN MOPS, AIR FRESHNERS, ETC	114709	43.00
		I-DE37264	06 -565-0510	EQUIPMENT REN MISC. TABLECOVERS	114709	42.10
		I-DE41051	06 -565-0160	LAUNDRY & JAN MOPS, AIR FRESHNERS, ETC	114709	43.00
		I-DE41052	06 -565-0510	EQUIPMENT REN MISC. TABLECOVERS	114709	42.10
		I-DE44865	06 -565-0160	LAUNDRY & JAN MOPS, AIR FRESHNERS, ETC	114709	43.00
		I-DE44866	06 -565-0510	EQUIPMENT REN MISC. TABLECOVERS	114709	42.10
01-002200	BLUE CROSS BLUE SHIELD					
		I-121809-1	06 -565-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	229.40
01-002830	THE BROWNSVILLE HERALD					
		I-200912292233	06 -565-0107	BOOKS & PERIO 1 YR. SUBSCRIPTION	114734	117.00
01-003419	C & S SAFETY SUPPLY					
		I-110545	06 -565-0114	MEDICAL ANNUAL MEDICAL SUPPLIES	114738	32.08
		I-110546	06 -565-0114	MEDICAL ANNUAL MEDICAL SUPPLIES	114738	87.21
		I-111082	06 -565-0114	MEDICAL ANNUAL MEDICAL SUPPLIES	114738	35.80
01-004283	ECOLAB INC.					
		I-0989433	06 -565-0510	EQUIPMENT REN MACHINE RENTER FEE	114746	137.63
01-004405	ESCAPE INTO AQUARIUMS					
		I-121509	06 -565-0415	SERVICE CONTR AQUARIUM MAINTENANCE	114747	225.00
01-006113	JOE W. FLY CO., INC.					
		I-98481	06 -565-0415	SERVICE CONTR ANNUAL CONTRACT A/C SERV.	114781	490.24
01-006147	FLOWERS BAKING CO. OF S					
		I-39496030	06 -565-0176	CONCESSION SU MISC. BREAD PROD. BB TOURNEY	114783	130.93
		I-39496422	06 -565-0176	CONCESSION SU MISC. BREAD PRD. FOR BB TOURN	114783	95.56
		I-39496819	06 -565-0176	CONCESSION SU MISC. BREAD PROD.	114783	23.40
01-007600	GULF COAST PAPER CO. IN					
		I-931748	06 -565-0160	LAUNDRY & JAN JANITORIAL SUPPLIES	114789	494.40
01-008227	HINO GAS SALES, INC.					
		I-393400	06 -565-0581	WATER, SEWER 16 GAL. LPG	114793	54.40
01-011098	DEBORAH KELLEY					
		I-103009	06 -565-0176	CONCESSION SU MISC. REIMBURSEMENT	114797	188.56
		I-112809	06 -565-0176	CONCESSION SU MISC. REIMBURSEMENT	114797	250.76
		I-120109	06 -565-0176	CONCESSION SU PETTY CASH REIMBURSEMENT	114797	137.91
01-012127	LINK STAFFING SERVICES					
		I-651831	06 -565-0040	TEMPORARY EMP TEMP. LABOR, CONV. CENTRE	114805	786.62
01-014030	NAPA AUTO PARTS					
		I-561929	06 -565-0420	MOTOR VEHICLE 4-WIPER BLADES	114810	39.46

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
01-014030	NAPA AUTO PARTS		continued						
		I-561930	06 -565-0420	MOTOR VEHICLE 1-SERPENTINE BELT	114810	33.91			
		I-562158	06 -565-0410	MACHINERY & E GOLF CART BATTERIES	114810	650.52			
01-015027	ORKIN EXTERMINATING CO.								
		I-51173403	06 -565-0415	SERVICE CONTR PEST CONTROL SERVICES	114813	314.96			
		I-51174055	06 -565-0415	SERVICE CONTR PEST CONTROL SERVICES	114813	77.88			
01-016110	PADRE ISLAND'S ACE HARD								
		I-053331	06 -565-0115	LAMPS & GLOBE LAMP CLAMP, SCRWDVR, BUL	114814	41.94			
		I-053487	06 -565-0411	BUILDING & ST CAULK, GREATSTUFF,	114814	45.81			
		I-053512	06 -565-0150	MINOR TOOLS & MISC. BATTERIES	114814	41.54			
		I-053592	06 -565-0150	MINOR TOOLS & SEALANT, PLASTR PATCH ETC	114814	49.21			
		I-053621	06 -565-0420	MOTOR VEHICLE DUCT TAPE, ARMOR ALL, TIRECLNR	114814	33.74			
		I-053787	06 -565-0150	MINOR TOOLS & CONCRETE MIX, DRILL BITS	114814	31.34			
		I-053788	06 -565-0150	MINOR TOOLS & MISC. HARDWARE	114814	37.68			
		I-053904	06 -565-0150	MINOR TOOLS & BULB, WIRE CONN.	114814	36.94			
		I-053992	06 -565-0420	MOTOR VEHICLE EXT.CORDS, TRK BED COATNG	114814	26.97			
		I-053992	06 -565-0150	MINOR TOOLS & EXT.CORDS, TRK BED COATNG	114814	12.27			
		I-054160	06 -565-0150	MINOR TOOLS & COMP CNNCTR,CABLE TIES	114814	24.54			
		I-054189	06 -565-0420	MOTOR VEHICLE CARWASH, SEALNT, WINDEX ETC	114814	46.13			
01-018509	SAM'S CLUB DIRECT								
		I-001271	06 -565-0101	OFFICE SUPPLI SUPPLIES/CONCESSIONS C.C.	114824	332.27			
		I-001271	06 -565-0150	MINOR TOOLS & SUPPLIES/CONCESSIONS C.C.	114824	155.60			
01-020057	TEXAS MUNICIPAL LEAGUE								
		I-122209	06 -565-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	3,291.60			
01-020745	TRANE, A DIVISION OF AM								
		I-91503530	06 -565-0415	SERVICE CONTR ANNUAL SERVICE CONTRACT	114850	1,497.06			
01-021102	UNIFIRST CORP.								
		I-1770067	06 -565-0130	WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC	114855	96.24			
		I-1770067	06 -565-0160	LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC	114855	8.15			
		I-1772284	06 -565-0130	WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC	114855	94.68			
		I-1772284	06 -565-0160	LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC	114855	8.15			
					DEPARTMENT 565	CONVENTION CENTER OPER	TOTAL:	10,800.79	
					FUND	06	CONVENTION CENTER FUND	TOTAL:	19,574.47

PACKET: 06137 Regular Payments
 VENDOR SET: 01
 FUND : 30 TRANSPORTAION GRANT
 DEPARTMENT: 591 TRANSPORTATION DEPT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
01-001129	A & W OFFICE SUPPLY INC	I-415091-0	30	-591-0150	MINOR TOOLS & 8X4 DRY ERASE WHITE BOARD	114713	399.70			
01-002196	BLANCO'S DETAILING SERV	I-111	30	-591-0420	MOTOR VEHICLE WASH AND DETAIL BUSES	114727	320.00			
		I-113	30	-591-0420	MOTOR VEHICLE WASH AND DETAIL BUSES	114727	320.00			
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	30	-591-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	229.40			
01-002435	BOGGUS MOTOR COMPANY	I-C32043	30	-591-0420	MOTOR VEHICLE REPLACED FUEL PMP ASSY #28	114731	781.42			
		I-C32287	30	-591-0420	MOTOR VEHICLE REPLACED FUEL PUMP. BUS#27	114731	1,010.76			
		I-C32630	30	-591-0420	MOTOR VEHICLE REPAIR HOSES, INSTALL RESERVIO	114731	298.66			
01-003160	ISLAND FLYER DISTRIBUTO	I-122109	30	-591-0533	MARKETING DISTRIBUTION OF BROCHURES	114736	770.00			
01-004203	ER MARKETING	I-00000PQ61	30	-591-0130	WEARING APPAR 5 SHIRTS	114744	150.91			
01-006239	FUDGE CONSULTING, PLLC	I-09-9070-.01	30	-591-0530	PROFESSIONAL WINDSTORM CERTIFICATION	114784	250.00			
01-015012	O'REILLY AUTOMOTIVE, IN	I-350735	30	-591-0420	MOTOR VEHICLE 2-BACKUP LIT KIT	114812	16.94			
		I-351631	30	-591-0420	MOTOR VEHICLE LICENSE KITS, #32, 33	114812	9.16			
01-019992	TAPIA SIGNS	I-5984	30	-591-0420	MOTOR VEHICLE WAVE DECALS FOR TWO BUSES	114836	495.00			
01-020016	TERMINIX	I-291210932	30	-591-0411	BUILDING & ST MONTHLY PEST CONTROL:BUS BARN	114838	39.00			
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	30	-591-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	3,271.60			
01-022185	ISRAEL VASQUEZ	I-121609	30	-591-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	114877	64.06			
01-023072	WELDING & METAL FABRICA	I-2	30	-591-0420	MOTOR VEHICLE WELD BIKE RACKS	114881	345.00			
						DEPARTMENT 591	TRANSPORTATION DEPT	TOTAL:	8,771.61	
						FUND	30	TRANSPORTAION GRANT	TOTAL:	8,771.61

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	60 -560-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	68.82			
01-002435	BOGGUS MOTOR COMPANY	I-226894	60 -560-0420	MOTOR VEHICLE 1-C=MOULDI	114731	33.24			
01-004209	DISCOUNT FENCE SUPPLY	I-64931	60 -560-0510	EXCESS BEACH SAND FENCING	114745	1,603.38			
01-006998	GCR TIRE CENTER#1133	I-53392	60 -560-0510	EXCESS BEACH TIRES FOR TRACTOR	114785	660.00			
		I-53558	60 -560-0510	EXCESS BEACH TIRES FOR TRACTOR	114785	1,822.50			
		I-53602	60 -560-0510	EXCESS BEACH TIRES FOR TRACTOR	114785	364.50			
01-007600	GULF COAST PAPER CO. IN	I-929970	60 -560-0510	EXCESS BEACH DRUM LINERS	114789	424.46			
01-014030	NAPA AUTO PARTS	I-562218	60 -560-0420	MOTOR VEHICLE 2-NAPA GOLD FILTERS	114810	40.48			
01-015012	O'REILLY AUTOMOTIVE, IN	I-352687	60 -560-0420	MOTOR VEHICLE #01 BEACH MAINT. VEHICLE	114812	206.66			
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	60 -560-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	978.48			
01-020764	REUBEN TREVINO	I-121109	60 -560-0550	TRAVEL MISC. REIMBURSEMENT	114851	914.62			
					DEPARTMENT 560	BEACH MAINTENANCE	TOTAL:	7,117.14	
					FUND	60	BEACH MAINTENANCE FUND	TOTAL:	7,117.14

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 543 ** INVALID DEPT **

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-015004	ODEN CONTRACTING, INC.	I-327	62 -543-0510	CONSTRUCTION POLARIS BOAT RAMP	114811	21,742.22
01-019332	SOUTH WEST CONSULTING E	I-SPI-08001-06	62 -543-0530	PROFESSIONAL POLARIS BOAT RAMP REVISIO	114831	5,000.00
DEPARTMENT 543 ** INVALID DEPT **					TOTAL:	26,742.22
FUND 62 BAY ACCESS FUND					TOTAL:	26,742.22

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001335	AnswerONE, L.L.C.	I-85483	80 -580-0501	COMMUNICATION EDC:VOICEMAIL 10/25-11/21/09	114719	23.95
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	80 -580-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	22.94
01-006061	FIESTA GRAPHICS	I-6292	80 -580-0102	LOCAL METTING EDC:PLAQUES FOR BOARD MTNG	114778	155.00
01-019520	AT&T	I-120309-1	80 -580-0501	COMMUNICATION EDC/SPIBNC:PHONE BILL 12/03/09	114833	200.72
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	80 -580-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	326.16
01-020165	TEXAS ECONOMIC DEVELOPM	I-48542	80 -580-0513	TRAINING EXPE EDC:REGISTRATION WINTER MTNG	114843	250.00
DEPARTMENT 580 EDC					TOTAL:	978.77

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001161	AT&T	I-120509	80 -581-0501	COMMUNICATION EDC/SPIBNC:MONTHLY INTERNET	114715	372.70
01-002200	BLUE CROSS BLUE SHIELD	I-121809-1	80 -581-0081	GROUP INSURAN JAN 2010 DENTAL PREMIUMS	114728	22.94
01-005511	EXTREME PEST CONTROL	I-1210092	80 -581-0415	SERVICE CONTR EDCSPIBNC:MONTHLY PEST CONTROL	114777	78.00
01-007600	GULF COAST PAPER CO. IN	I-930068	80 -581-0150	MINOR TOOLS & EDC/SPIBNC:LINERS FOR BABY CHA	114789	41.50
01-016110	PADRE ISLAND'S ACE HARD	I-054196	80 -581-0150	MINOR TOOLS & EDCSPIBNC:PADLOCK, HOOKS	114814	9.48
01-016182	PEGGY'S TREASURES	I-113009	80 -581-0103	GIFT SHOP PUR EDCSPIBNC:MISC. JEWELRY GIFT S	114818	515.00
01-018501	SABAL TECHNOLOGIES	I-INV10523	80 -581-0530	PROFESSIONAL EDCSPIBNC:SERV. CALL	114823	184.75
01-019520	AT&T	I-120309-1	80 -581-0501	COMMUNICATION EDC/SPIBNC:PHONE BILL 12/03/09	114833	156.29
01-020057	TEXAS MUNICIPAL LEAGUE	I-122209	80 -581-0081	GROUP INSURAN JANUARY 2010 MEDICAL PREM	114839	336.16
01-021102	UNIFIRST CORP.	I-1772449	80 -581-0415	SERVICE CONTR EDC/SPIBNC:DOOR MATS	114855	41.80
		I-1776959	80 -581-0415	SERVICE CONTR EDCSPIBNC:DOOR MATS	114855	41.75
01-1	MISC. VENDORS					
	EDCSPBNC	I-437892	80 -581-0103	GIFT SHOP PUR EDCSPIBNC:SET OF BIRD NOTE CAR	114888	5.87
					DEPARTMENT 581 BIRDING CENTER	TOTAL: 1,806.24
					FUND 80 ECONOMIC DEVELOPMENT CORP	TOTAL: 2,785.01

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 81 BEACH NOURISHMENT

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-020744	TRAVEL LODGE	I-11309	81 -43013	REFUND OVERPA REFUND DUE TO OVERPAYMENT	114849	5.53	
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	5.53

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 81 BEACH NOURISHMENT

DEPARTMENT: 581 BEACH RENOURISHMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-008179	HDR ENGINEERING INC.	I-157432-H	81 -581-0530	PROFESSIONAL PROF. SERV. OCT 25 - NOV. 21,	114791	4,282.15
				DEPARTMENT 581 BEACH RENOURISHMENT	TOTAL:	4,282.15
				FUND 81 BEACH NOURISHMENT	TOTAL:	4,287.68

PACKET: 06137 Regular Payments

VENDOR SET: 01

FUND : 85 BIRDING CENTER CONSTRUCTI

DEPARTMENT: 580 ** INVALID DEPT **

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-006079	FAST SIGNS					
		I-H23302	85 -580-1001	BUILDINGS & S EDC:BIRDING CE3NTER SIGNAGE	114779	206.71
01-016110	PADRE ISLAND'S ACE HARD					
		I-053868	85 -580-1001	BUILDINGS & S EDCSPIBNC:DOOR HOLD KICK DWN	114814	69.90
				DEPARTMENT 580 ** INVALID DEPT **	TOTAL:	276.61

			FUND 85	BIRDING CENTER CONSTRUCTI	TOTAL:	276.61
					REPORT GRAND TOTAL:	311,510.25

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Joni Clarke, City Manager

ITEM

Discussion and action to call a special election on May 8, 2010 to finance several capital projects by issuing general obligation bonds and to define and fully discuss which capital projects will be placed on the ballot including land acquisition, fire station, community center, town square, Padre Boulevard revitalization and Gulf Boulevard redesign.

ITEM BACKGROUND

On September 22, 2009, the City Council unanimously agreed to postpone placing several capital projects on the ballot for the November election that would ask the voters to issue approximately twenty million dollars in debt. This delay would allow for further evaluation of the proposed projects and give additional time to give further definition to the projects based on citizen input. The proposed projects include:

Land Acquisition (North Block)	\$2,365,000
Land Acquisition (Baptist Church)	\$1,800,000
Community Center (Renovation of Existing Building)	\$500,000
Fire Station	\$2,000,000
(Note that Fire Station funding consists of \$1,100,000 from the ORCA Grant, \$1,400,000 earmarked from reserves and \$2,000,000 in general obligation bonds for a total budget of \$4,500,000)	
Town Square	\$1,500,000
Padre Boulevard Revitalization	\$9,000,000
Gulf Boulevard Redesign	\$3,000,000
TOTAL	\$20,165,000

RECOMMENDATIONS/COMMENTS

Staff held a public meeting on October 28, 2009 with limited attendance and another forum was held to gather public information in conjunction with the SPIRIT meeting on November 17, 2009. The final resolution will include the propositions and authorized amounts once staff receives final direction regarding which projects will be included on the May ballot. In order to meet the deadline of March 8, 2010 to order an election, we need to obtain closure on which projects will be presented to the voters for consideration.

BUDGET/FINANCIAL SUMMARY

The impact to the tax rate will be calculated once the bond propositions and associated costs are finalized.

COMPREHENSIVE PLAN GOAL

Goal 3.C - Commercial and residential development should encourage a walking and bicycling convenience and experience.

Goal 3.L - Zoning should be flexible enough to allow for building alternatives that provide open space and views.

Goal 4.S - Enhance street right-of-way appearance and contribution to town character.

Goal 5.V - Provide indoor facilities and recreational programming.

Goal 6.I - Continue to provide adequate public services including public works, fire and police protection.

Goal 6.J - Continue to support the needs of the Public Works, Police and Fire Departments to ensure adequate protection of the population.

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Development Plan Review Board (DPRB) / James Mitchim

ITEM

Discussion and action on proposed changes to Sign Ordinance.

ITEM BACKGROUND

Sec. 15.14(c) states DPRB will provide recommendations to the Board of Aldermen regarding ordinance revisions and changes to this chapter to better address the Town's desired direction for aesthetic improvement.

RECOMMENDATIONS/COMMENTS

Development Plan Review Board recommends that the City Council hold two Public Hearings/Workshops during the process of acting on the proposed changes to the Sign Ordinance.

BUDGET/FINANCIAL SUMMARY

None.

COMPREHENSIVE PLAN GOAL

None.

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

DRAFT ORDINANCE

ORDINANCE NO. 09-

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE, ADDING THE DEFINITION FOR MURAL AND AMENDING THE DEFINITION FOR WINDOW SIGN AND AMENDING THE SIGN TABLE 15-2 BY PROHIBITING ALL WINDOWS SIGNS EXCEPT OPEN OR CLOSED, NAME OF STORE OR BUSINESS AND NATIONAL PRODUCT LOGOS AFTER _(INSERT DATE 24 MONTHS OUT), 2011; AMENDING THE DEFINITION FOR MONUMENT SIGN TO PROVIDE NO SIGNAGE ON SKIRTING AND PROHIBIT METAL OR PLASTIC FOR SKIRTING; AMENDING SEC 15-11(B) TO REQUIRE MAINTENANCE OF SKIRTING PROVIDING FOR SEVERABILITY AND REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH VIOLATION; PROVIDING FOR THE EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.

Now, Therefore, Be It Ordained By The City Council Of The City Of South Padre Island, Texas:

Section 1. Section 15-2 Definitions of the Code of Ordinances of the City of South Padre Island is hereby amended to add a definition for Mural(s) to be inserted alphabetical and renumber the definitions thereafter, to wit:

(43) Mural is any piece of artwork painted directly on a exterior wall of a building or other large permanent exterior surface.

Section 2. Item (72)[Window Sign] of Section 15-2 Definitions of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows:

(73) **Window Sign:** A sign – printed, painted, neon or otherwise – no greater than thirty-two (32) square feet, displayed in or through a window or glass door and which can be seen from the front property line / right of way line. All windows signs except open or closed, name of store or business and national product logos (Image signs are permitted) are prohibited after _(insert date 24 months out), 2011.

[Need to deal with table 15-2 and image signage]

Section 3. .Item (41)[Monument Sign] of Section 15-2 Definitions of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows:

(41) **Monument Sign:** A freestanding sign, other than a pole sign, which has a skirt, dressed base, or other means of enclosing the structural members which support the sign, and which skirting or dressing has been approved by the Development Plan Review Board base must equal at least Fifty Percent (50%) of sign width and not to exceed One

DRAFT ORDINANCE

Hundred Twenty Percent (120%) of the width of the sign for signs up to Eight (8) feet in height. For signs proposed to be taller than Eight (8) feet in height, the width of the of the approved skirting or dressing must equal a minimum of Fifty Percent (50%) of the sign width, but shall in no case exceed Four (4) feet in width. For the purposes of this Ordinance, the terms "skirting" and/or "dressing" shall mean the enclosing of the structural members which support the sign with materials such as decorative masonry, natural and decorative stone, masonry with a stucco finish, and decorative wood such as redwood or cedar when appropriately finished to prevent decay and discoloration; no skirting may be made from metal or plastic materials. No signage is permitted on the skirting except street address.

Section 4. Section 15-11(B) of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows

Sec. 15-11 Fees, Maintenance of and Abandoned Signs.

(B) All signs, sign supports and skirting shall be maintained in good repair so as to prevent rust, peeling, flaking or fading; if skirting is painted it shall match one of the two base colors of the building. Broken panels, missing letters, flaking and peeling paint, sign lighting not maintained in operating condition, and all other visual damage to a sign shall be repaired and all dead landscaping associated with the sign shall be replaced within thirty (30) days of notification by the Code Enforcement Officer.

Section 5. All Tables 15- of Chapter 15 of the Code of Ordinances is hereby amended to [deal with Widow signage], as follows: All windows signs except open or closed, name of store or business and national product logos (Image signs are permitted) are prohibited after (insert date 24 months out) , 2011.

Section 6. This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

Section 7. Any violation of this Ordinance may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

Section 8. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance for it is the definite intent of this Board of Aldermen that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section 9. This Ordinance shall become effective when published in summary form or by publishing its caption.

DRAFT ORDINANCE

PASSED, APPROVED AND ADOPTED on First Reading, this __ day of _____2009.

PASSED, APPROVED AND ADOPTED on Second Reading, this __ day of _____
2009.

ATTEST:

**CITY OF SOUTH PADRE
ISLAND, TEXAS**

Susan Hill, CITY SECRETARY

ROBERT N. PINKERTON, JR., MAYOR

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Joni Clarke, City Manager

ITEM

Discussion and action to approve First Reading of Ordinance 10-01 establishing an independent Board of Ethics as mandated by the South Padre Island Home Rule Charter.

ITEM BACKGROUND

As per Article VII, Section 7.01(b) in the South Padre Island Home Rule Charter, the City Council is charged with establishing, by ordinance, a Board of Ethics. The Board of Ethics will be responsible for establishing a Code of Ethics and to administer and enforce the Conflict of Interest and Financial Disclosure State laws. This Board will also be authorized to issue binding opinions and conduct investigations on its own initiative and on referral or complaint from officials or citizens. We will be soliciting applications from our residents who wish to serve on this very important Board.

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

ORDINANCE NO. 10-01

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY PROVIDING FOR THE ESTABLISHMENT OF AN INDEPENDENT BOARD OF ETHICS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

WHEREAS, Section 7.01 of the City of South Padre Island City Charter provides that the City Council shall by ordinance establish an independent Board of Ethics to establish a Code of Ethics and to administer and enforce the conflict of interest and financial disclosure State laws; and

WHEREAS, the City Council wishes to establish such Board to be composed of five (5) members.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS:

Section 1. Chapter 2 of the Code of Ordinances of the City of South Padre Island is hereby amended to add a new Article III, as follows:

“ARTICLE III
Board of Ethics

Sec. 2-70 Board of Ethics.

A Board of Ethics is hereby established to be composed of five (5) members all of whom shall reside in the City of South Padre Island.

Sec. 2-70.1 Member Positions.

Each member of the Board of Ethics shall be appointed by the City Council and occupy a position on the Board. Such positions shall be numbered 1 through 5.

Sec. 2-70.2 Member Terms.

The Board members shall be appointed for two (2) year staggered terms. Positions 1, 3 and 5 shall expire on February 1, 2011 and thereafter those positions shall be filled with successive two-year terms and positions 2 and 4 shall expire on February 1, 2012 with successive two-year terms. Any vacancies for a position shall be filled for the unexpired term of that position. A member shall hold office until his/her successor has been appointed by the City Council.

Sec. 2-70.3 Chairman of Board.

The Board shall elect a Chairman and the Vice-Chairman to a one-year term. The Vice-Chairman shall act as Chairman in the absence of the Chairman.

Sec. 2-70.4 Quorum.

Three or more members of the Board shall constitute a quorum but no action of the Board shall be of any force or effect unless it's adopted by a favorable vote of four (4) or more members.

Sec. 2-70.5 Code of Ethics.

The Board of Ethics shall establish a Code of Ethics and administer and enforce the conflict of interest and Finance Disclosure State Laws.

Sec. 2-70.6 Prohibition.

No member of the Board of the Board may hold elective or appointed office under the City or any other government or hold any political party office.

Sec. 2-70.7 Authority.

City Council authorizes the Board to issue binding opinions, conduct investigations on it own initiative and on referral or complaint from officials or citizens, subpoena witnesses and documents, refer cases for prosecution, impose administrative fines, and to hire independent counsel with City Council approval.

Sec. 2-70.8 Training.

The Board will provide annual training and education of City Officials and employees, including candidates for public office, regarding the ethics code established by the Board.”

Section 2. If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance for it is the definite intent of this Board of Aldermen that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

Section 3. All other ordinances or portions of ordinances that may be in conflict with the provisions of this ordinance are hereby repealed.

PASSED, APPROVED, AND ADOPTED on First Reading, this 6th day of January 2010.

PASSED, APPROVED, AND ADOPTED on Second Reading, this _____ day of _____, 2010.

ATTEST:

**CITY OF SOUTH PADRE ISLAND,
TEXAS**

SUSAN HILL, CITY SECRETARY

ROBERT N. PINKERTON, JR. MAYOR

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Rick Vasquez, City Planner

ITEM

Discussion and action to provide staff additional direction regarding the Padre Boulevard Pedestrian Safety Demonstration Project at the Suites of Sunchase.

ITEM BACKGROUND

The demonstration project was approved by City Council after the City Council accepted and approved a recommendation from the Padre Boulevard Revitalization Committee to create two pedestrian demonstration projects on Padre Boulevard. The demonstration project's goal was to realize through urban design, engineering and public-private partnerships, that enhanced safety and a more attractive pedestrian friendly environment could be implemented on Padre Boulevard. Additionally, the City Council desired to complete the project prior to the proposed bond initiative in hopes of providing citizens the opportunity to experience the pedestrian enhancement first hand.

Given our private partner's concern with the schedule of proposed construction project, the project's impact on spring break business activities and the City's proposed bond referendum date, it appears unlikely the project can be implemented to meet all parties desired dead-lines.

Specifically, the following impediments to meeting the demonstration project dead-lines were identified during the project development phase of the demonstration project and in all likelihood would prevent the implementation of similar projects at additional locations on Padre Boulevard.

First a project must navigate the regulatory maze of the Subdivision Ordinance, Zoning Ordinance, Standards and Specifications Manual and all Building Safety Codes to permit the project. The Zoning Ordinance contains building setback regulations and parking regulations that could derail a project unless a project is granted required variances from the Board of Adjustments. Typically, a variance must be substantiated by a "hardship" and in the event a hardship does not exist an alternative regulatory tool must be developed in order to allow the project to proceed. A variance is a 45 day process as outlined by the Local Government Code. A Zoning Code amendment takes approximately 60 to 90 days to complete as required by the Local Government Code.

With variances in place, a project must also be reviewed and approved by the Development Plan Review Board. Within the DPRB review process, a project may be at a certain point of design in accordance with Board of Adjustment granted variances but may not necessarily be in concert with the design goals of the DPRB. Lack of a clear regulatory scope and clear review and approval responsibility, the approval process will continue to challenge similar projects unless addressed in a regulatory redesign.

Unlike traditional street improvement projects, street enhancement projects should also include coordination and involvement with an experienced landscape architect. Traditional civil engineering street design processes often lack the detail and continuity in design that a landscape architect would contribute to design and plan development process of street enhancement projects.

In order to avoid damage or delays to either public or private party's projects, coordinating the construction schedules of the respective projects is necessary. In the case of the Padre Boulevard demonstration project, scheduling and coordination of construction activities must also be balanced and managed with the goal of minimizing the impact of existing retail activity. Construction interference with existing businesses is a challenge that may lead to project opposition and a lack of participation by private sector partners.

RECOMMENDATIONS/COMMENTS

Option 1. Continue demonstration project despite proposed bond initiative to display alternative safe street design and public-private sector development opportunities as proposed by the 2008 Comprehensive Plan.

Option 2. Identify alternative site focused on pedestrian path and private easement.

Option 3. Cancel demonstration project.

BUDGET/FINANCIAL SUMMARY

Design services to date have cost approximately \$3,000.

COMPREHENSIVE PLAN GOAL

South Padre Island 2020 Padre Boulevard has been transformed as an imageable and visually exciting tree-lined corridor. New and retrofitted buildings are harmonious in design, signage is appropriate in scale and understated in design. The visual impact of overhead utilities have been reduced by taking advantage of technological innovations and other opportunities to cost effectively place utilities underground. Where, feasible, excessive front paved areas have been removed and replaced with landscaping and generous sidewalks and bike lanes.

Transportation and Mobility Goals

2. Pedestrian mobility must be improved to enhance the Island's walk-ability and attractiveness for visitors.

Chapter 3. Land Use

3.C Commercial and residential development should encourage a walking and bicycling convenience and experience.

3.L Zoning should be flexible enough to allow for building alternatives that provide open space and views.

Chapter 4. Mobility

Mobility Issues

4. Enhanced Pedestrian Environment. The volume of daily visitors heightens the importance of pedestrian mobility. Overcoming challenges such as high traffic streets, driveways, public streets, and lack of sidewalks on the side streets, must become a priority.

Goal 4.S Enhance street right-of-way appearance and contribution to town character.

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Tim Howell, Information Technology Director

ITEM

Form an external Website Task Force to provide direction to the Technology Committee on the redesign of the City's public website.

ITEM BACKGROUND

City funds have been allocated in the 2010 budget to redesign the City's website. To develop a website that fits the community's needs we are seeking input and guidance from community members. The Website Task Force will provide direction to the Technology Committee to make sure the new website will meet the needs of the constituents. This group will consist of 6-8 members and meet no more than two times a month for the duration of the project. Tim Howell, the Information Services Director for the City will facilitate the meetings and handle the selection process.

RECOMMENDATIONS/COMMENTS

Provide a list of possible candidates.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Tim Howell, Information Technology

ITEM

Transfer of \$14,000 in funds from line item 01-572-0530 to 01-515-0410 for the procurement of server equipment and software.

ITEM BACKGROUND

The \$14,000 in funds will be combined with \$14,000 already allocated in the Information Technology budget to purchase servers, software and rack mounting equipment. Two servers will be purchased with Microsoft operating systems and VMware virtualization software. A server rack, battery backup and all the necessary accessories will be purchased to store the servers.

Account	Available	Description	QTY	Cost	Total
01-515-1011	\$5,400.00	HP Server w/ 5 year support	2	\$7,500.00	\$15,000.00
01-515-0410	\$15,837.00	Server Rack	1	\$1,597.75	\$1,597.75
01-515-0410	\$15,837.00	UPS Battery Backup	2	\$1,522.00	\$3,044.00
01-515-0415	-\$3,600.00	VMware Virtualization Software	1	\$3,139.58	\$3,139.58
01-515-0415	-\$3,600.00	Microsoft Software (Exchange)	1	\$1,000.00	\$1,000.00
01-515-0415	-\$3,600.00	Microsoft Software (Server)	2	\$650.00	\$1,300.00
01-515-0530	\$0.00	Installation Support	8	\$150.00	\$1,200.00
				Total	\$26,281.33

RECOMMENDATIONS/COMMENTS

That the Council approve the budget transfer as requested.

BUDGET/FINANCIAL SUMMARY

A total of \$14,000 in funds will be transferred from line item 01-572-0530 to 01-515-0410.

COMPREHENSIVE PLAN GOAL

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Reuben Trevino, Coastal Resources Manager

ITEM

Discussion and Action on the beachfront construction certificate and dune protection permit for Delta State Construction, Inc./ Norma Elizondo. The construction of a single residential home. (109 Villas Doce)

ITEM BACKGROUND

On December 28, 2009 the Beach and Dune Task Force met and reviewed this application. The Beach and Dune Task Force unanimously voted to approve the application as submitted.

RECOMMENDATIONS/COMMENTS

Staff recommends the approval of this application as submitted.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 18, 2009

Via Electronic Mail

Mr. Reuben Trevino
Town of South Padre Island
P.O. Box 3410
South Padre Island, Texas 78597-3410

Beach and Dune Construction/Protection Permit in the Town of South Padre Island

Site Location: 109 Villas Doce
Legal Description: Lot 4, Block 3, Villas Doce Subdivision
Lot Applicant: Delta Estate Construction, Inc./Norma Elizondo
GLO ID No.: BDSPI-09-0447

Dear Mr. Trevino:

The General Land Office reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes the construction of a 2,668-square foot home including a driveway and walkway constructed of pavers. All proposed construction is located 35 feet landward of the Historic Building Line in an area that, according to the Bureau of Economic Geology, is eroding at the rate of 4 feet per year.

Based on the information forwarded to our office for review, we have no comments. If you have any questions, please contact me by phone at (512) 463-9309 or by email at angela.sunley@glo.state.tx.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Sunley", with a long, sweeping underline.

Angela Sunley
Beach/Dune Team Leader
Coastal Assistance Division
Texas General Land Office

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

12-2

Town of South Padre Island
Beach & Dune Application



Site for Proposed Work:

Legal Description: 109 Villas Dore

Physical Address: B-3, L-4 Villas Dore Subdivision

Property Owner Information:

Applicant/Agent for Owner:

Name: Norma Y. Elizondo

Name: Delta Estate Construction, Inc.

Mailing Address: 431 Santa Barbara

Mailing Address: 1284 Parallel Ln Rd. Ste. 3

City, State, Zip: San Pedro Garza Garcia N.L. Mex.

City, State, Zip: Brownsville TX 78521

Phone Number: 52 (81) 8338 - 1747 6620

Phone Number: (956) 541-4310

Fax Number: 52 (81) 8338 - 0994

Fax Number: (956) 541-5415

E-mail Address: gnal07@yahoo.com

E-mail Address: delta.estate@att.net

Applicant Signature: [Signature]

Date of Signature: Nov. 9/09

I/We, owners of the above-mentioned property, authorize the applicant stated above, to act in my behalf in order to acquire a Beach and Dune permit for the construction proposed below. (owner initials here -> NE) x

X Owner(s) Signature(s): [Signature]

X Date of Signature: Nov 10 2009

Project Description:

Describe with as much detail as possible, the construction proposed. If more room is needed, please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.

One Residential Construction - No swimming pool, fence or other amenities

Total Square footage of footprint of habitable structure: 2,668 sq

Total Area of impervious surface (i.e. retaining walls, walkways, drives, patios, etc.): -

Percentage of impervious surface [(impervious surface / habitable footprint) * 100]: -

Please Note: the percentage of impervious surface cannot exceed 5% in an eroding area.

Approximate Duration of Construction: 11 months

Financial Plan for the removal of all hard structures.

All Properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the Town of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The Town accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.

Type of Plan submitted: _____ Date of submission: _____

Drainage:

Describe the impact that the proposed construction will have on the natural drainage pattern on the site and adjacent lots.

a) no change in the drainage on site. b) the proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)

Explanation/other info: _____

Impacts to Beach/Dune System:

Answer each question as completely as possible in narrative form:

1) What damage will this proposed construction have on the dune vegetation located at the project site?

a) no damage to dune vegetation whatsoever. b) the proposed construction will impact _____ % of the dune vegetation on site. (explanation of the "impact" will be required) c) the proposed construction will require the removal and relocation of _____ % of the dune vegetation on site. (the submission of a mitigation plan will be required)

Explanation/other info: _____

More on back...-->

2) How will the proposed construction alter the dune size/shape at the project site?

a) no change to dune size/shape whatsoever. <input checked="" type="checkbox"/>	b) the proposed construction will change _____ % of the size/shape of dunes on site. (details will be required)	c) the proposed construction will require the removal and relocation of _____ % of the dunes on site. (the submission of a mitigation plan will be required)
---	---	--

Explanation/other info:

3) How will the proposed construction change the hydrology of the dunes at the project site?

a) no change to dune hydrology whatsoever. <input checked="" type="checkbox"/>	b) the proposed construction will impact dune hydrology on site. (details will be required)
--	---

Explanation/details:

4) Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation.

No adverse effects on dunes and dune vegetation.

5) Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access.

Construction area doesn't affect beach access.

Mitigation Plan: Describe the methods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation.

Construction area doesn't affect dunes or dune vegetation.

Financial Plan for Dune Mitigation:

If required by the Board of Aldermen, a financial guarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation takes place as proposed and required of the applicant.

Type of Plan submitted: Not required Date of submission: _____

Checklist of Additional Required Application Information:

An accurate map, plat or site plan showing:

- 1) Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
- 2) Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
- 3) Location of the Historical Building Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the north and to the south.
- 4) Location and elevation of existing retaining walls - both on the subject property and those properties immediately adjoining the subject property to the north and to the south.
- 5) Location of proposed structure(s) - if proposing the construction of a retaining wall, please also include the proposed elevation of the retaining wall.
- 6) Location of proposed driveways, parking areas (showing the # of proposed parking spaces), and landscape areas.
- 7) Location of all existing and proposed beach access paths and/or dune walkovers.
- 8) Location and extent of any man-made vegetated mounds, restored dunes, (B) activities, or any other pre-existing human modifications on the tract.
- 9) Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and slopes), and the proposed contours of the final grade.

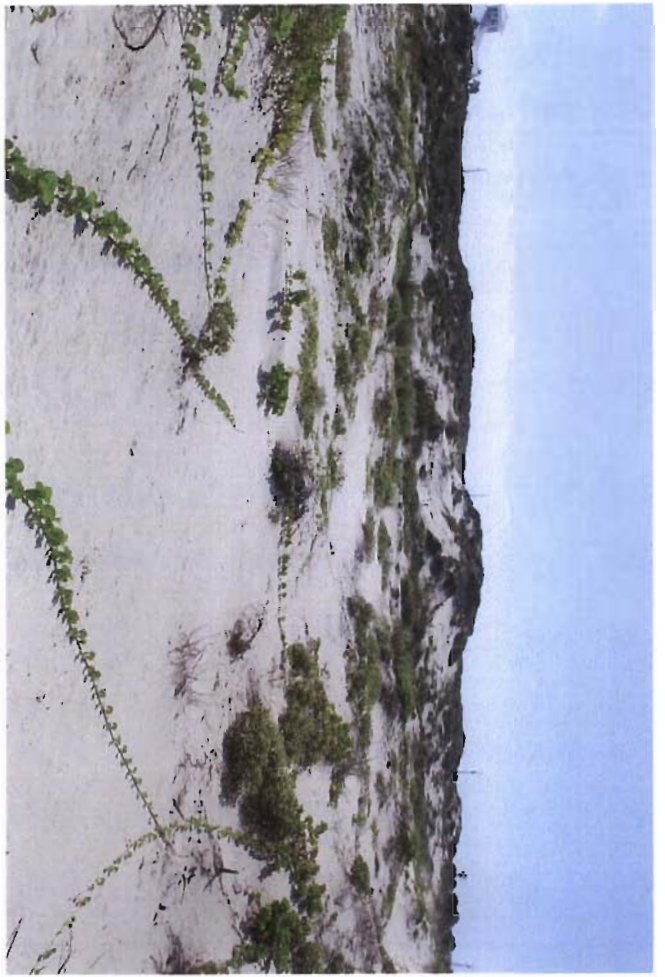
Other required application information:

- 1) A grading and layout plan showing proposed contours for the final grade
 - 2) The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
 - 3) Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract.
 - 4) Copy of the Flood Rate Map showing the location of the subject property.
 - 5) Copy of the Historical Erosion Rate Map as determined by the Univ. of Texas @ Austin, Bureau of Economic Geology.
 - 6) \$180 application fee.
- YOUR APPLICATION IS NOT COMPLETE UNLESS ALL INFORMATION REQUESTED ABOVE IS SUBMITTED.**
FOR APPLICATIONS WHICH REQUIRE BEACH AND DUNE TASK FORCE REVIEW, 21 COPIES WILL BE REQUIRED.
 All other application submissions require only three (3) copies of the complete information.

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**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Reuben Trevino, Coastal Resources Manager

ITEM

Discussion and Action on the beachfront construction certificate and dune protection permit for Robert Fudge/ Troy Giles. The construction of a dune walkover from existing retaining wall to east of the dune vegetation line. (6516 Beach Dr.)

ITEM BACKGROUND

On December 28, 2009 the Beach and Dune Task Force met and reviewed this application. The Beach and Dune Task Force unanimously voted to approve the application as submitted.

RECOMMENDATIONS/COMMENTS

Staff recommends approval of this application as submitted. The 10' by 10' area that will be off the retaining wall is landward of the HBL.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 18, 2009

Via Electronic Mail

Mr. Reuben Trevino
City of South Padre Island
P.O. Box 3410
South Padre Island, Texas 78597-3410

Beach and Dune Construction/Protection Permit in the Town of South Padre Island

Site Address: 6516 Beach Drive
Legal Description: Lot 10, Blk 3, The Villas of South Padre
Lot Applicant: Troy Giles/Robert Fudge
GLO ID No.: BDSPI-09-0446

Dear Mr. Trevino:

The General Land Office reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes to construct a dune walkover partially seaward of the historic building line in an area that, according to the Bureau of Economic Geology, is eroding at five feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- The City should require the applicant to restrict the seaward terminus of the walkover, to the most landward point of the public beach¹ and should ensure that the walkover will not interfere with or otherwise restrict public use of the beach at normal high tides.²
- If possible, space the slats forming the deck of the walkover 1/2 inch apart so that sunlight and rainfall can reach plants below.

¹ 31 TAC §15.7(g)(1)

² 31 TAC §15.7(g)(2)

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

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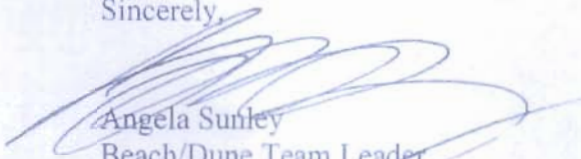
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Mr. Reuben Trevino
December 18, 2009
Page 2

- Other guidelines for constructing a dune walkover can be found at http://coastal.tamug.edu/am/CapturedWebSites/GLO_Coastal_Dune_Manual/DuneManual-05.pdf.

If you have any questions, please contact me by phone at (512) 463-9309 or by email at angela.sunley@glo.state.tx.us

Sincerely,



Angela Sunley
Beach/Dune Team Leader
Coastal Assistance Division
Texas General Land Office

Town of South Padre Island
Beach & Dune Application



Site for Proposed Work:

Legal Description: Lot 10, Blk 3, Villas Replat

Physical Address: 6516 Beach Drive

Property Owner Information:

Applicant/Agent for Owner:

Name: Rolando Hinojosa
Mailing Address: 6516 Beach Drive
City, State, Zip: South Padre Island, Texas 78597
Phone Number: 956-772-9303
Fax Number: 956-519-6838
E-mail Address: Lori4hino@aol.com

Name: Troy Giles and Robert Fudge
Mailing Address: 5813 Padre Boulevard
City, State, Zip: South Padre Island, Texas 78597
Phone Number: 956-761-2040
Fax Number: 956-761-6080
E-mail Address: tgiles@troygilesrealty.com

Applicant Signature: *[Signature]*
Date of Signature: 12-3-09

I/We, owners of the above-mentioned property, authorize the applicant stated above, to act in my behalf in order to acquire a Beach and Dune permit for the construction proposed below. (owner initials here -> *[Initials]*)

Owner(s) Signature(s): *[Signature]*
Date of Signature: 11-28-09

Project Description:

Describe with as much detail as possible, the construction proposed. If more room is needed, please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.

New dune walkover from existing retaining wall to east of the dune vegetation line.

Total Square footage of impervious surface on the site:
(do not include the area of habitable floor footprint or swimming pools):

N/A

Total Area of the subject property in square feet:

N/A

Percentage of impervious surface (divide area of impervious surface above, by the total area of the property above * 100):

N/A

Please Note: the percentage of impervious surface cannot exceed 5%.

Approximate Duration of Construction:

180 Days

Financial Plan for the removal of all hard structures.

All Properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the Town of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The Town accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.

Type of Plan submitted:

N/A

Date of submission:

N/A

Drainage:

Describe the impact that the proposed construction will have on the natural drainage pattern on the site and adjacent lots.

a) no change in the drainage on site. <input checked="" type="checkbox"/>	b) the proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)
---	--

Explanation/other info: None

Impacts to Beach/Dune System:

Answer each question as completely as possible in narrative form:

1) What damage will this proposed construction have on the dune vegetation located at the project site?

a) no damage to dune vegetation whatsoever	b) the proposed construction will impact <u><1</u> % of the dune vegetation on site. (explanation of the "impact" will be required)	c) the proposed construction will require the removal and relocation of <u> </u> % of the dune vegetation on site. (the submission of a mitigation plan will be required)
--	--	--

Explanation/other info: Minor damage only in area of support posts for walkover. Any damage will be mitigated.

More on back... -->

2) How will the proposed construction alter the dune size/shape at the project site?

a) no change to dune size/shape whatsoever. X	b) the proposed construction will change _____ % of the size/shape of dunes on site. (details will be required)	c) the proposed construction will require the removal and relocation of _____ % of the dunes on site. (the submission of a mitigation plan will be required)
---	---	--

Explanation/details: Will not change dune size or shape.

3) How will the proposed construction change the hydrology of the dunes at the project site?

a) no change to dune hydrology whatsoever. X	b) the proposed construction will impact dune hydrology on site. (details will be required)
--	---

Explanation/details: No change in dune hydrology.

4) Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation.

This project will have no adverse effects on dunes and dune vegetation.

5) Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access.

This project will not cause any adverse impairment to beach access.

Mitigation Plan: Describe the methods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation.

No adverse effects should result from this project. If any damage is caused, it will be mitigated to restore to it's pre-construction condition. Project will reduce dune damage as currently access to the beach is by walking on the existing dune system.

Financial Plan for Dune Mitigation:

If required by the Board of Aldermen, a financial guarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation takes place as proposed and required of the applicant.

Type of Plan submitted: N/A Date of submission: N/A

Checklist of Additional Required Application Information:

An accurate map, plat or site plan showing:

- 1) Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
- 2) Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
- 3) Location of the Historical Building Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the north and to the south.
- 4) Location and elevation of existing retaining walls -both on the subject property and those properties immediately adjoining the subject property to the north and to the south.
- 5) Location of proposed structure(s) - if proposing the construction of a retaining wall, please also include the proposed elevation of the retaining wall.
- 6) Location of proposed driveways, parking areas (showing the # of proposed parking spaces), and landscape areas.
- 7) Location of all existing and proposed beach access paths and/or dune walkovers.
- 8) Location and extent of any man-made vegetated mounds, restored dunes, fill activities, or any other pre-existing human modifications on the tract.
- 9) Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and slopes), and the proposed contours of the final grade.

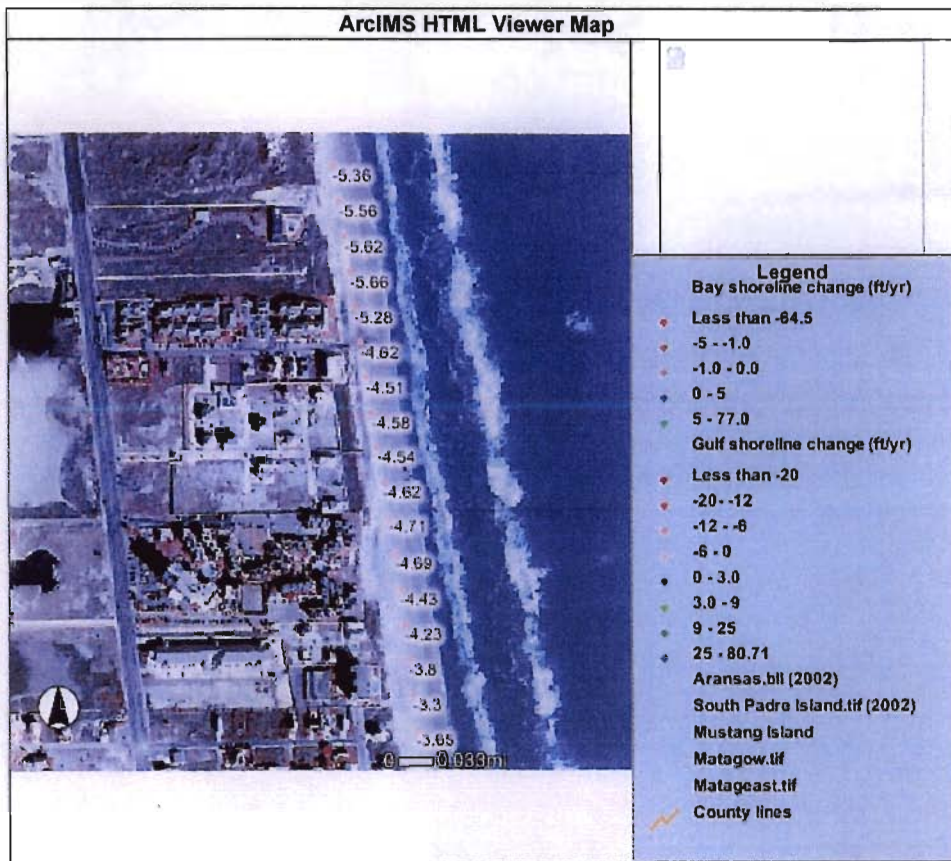
Other required application information:

- 1) A grading and layout plan showing proposed contours for the final grade
- 2) The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
- 3) Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract.
- 4) Copy of the Flood Rate Map showing the location of the subject property.
- 5) Copy of the Historical Erosion Rate Map as determined by the Univ. of Texas @ Austin, Bureau of Economic Geology.
- 6) \$180 application fee.

YOUR APPLICATION IS NOT COMPLETE UNLESS ALL INFORMATION REQUESTED ABOVE IS SUBMITTED. FOR APPLICATIONS WHICH REQUIRE BEACH AND DUNE TASK FORCE REVIEW, 21 COPIES WILL BE REQUIRED.

All other application submissions require only three (3) copies of the complete information.

13-5

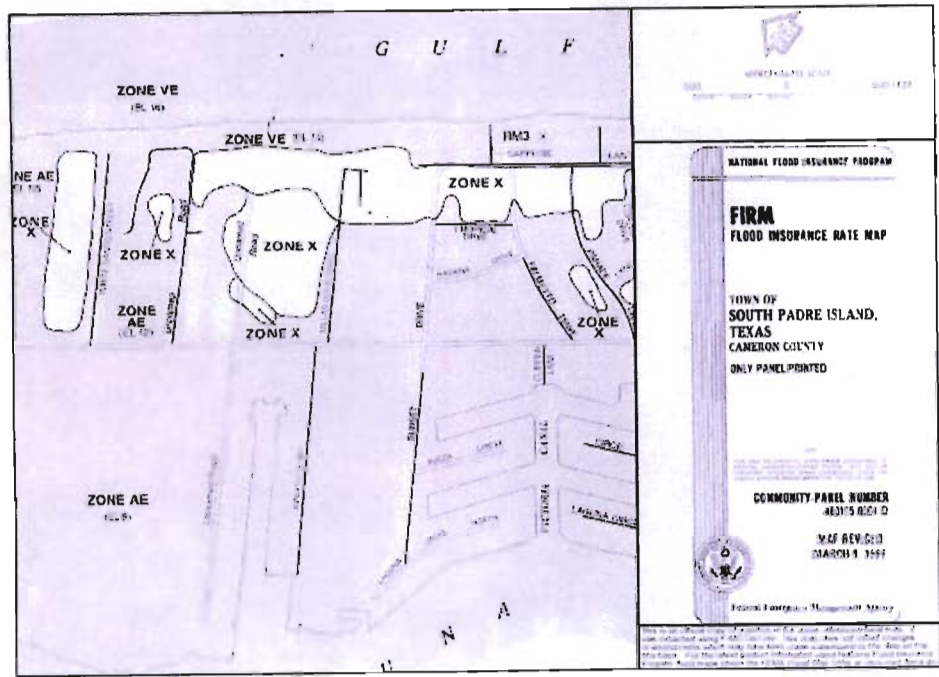


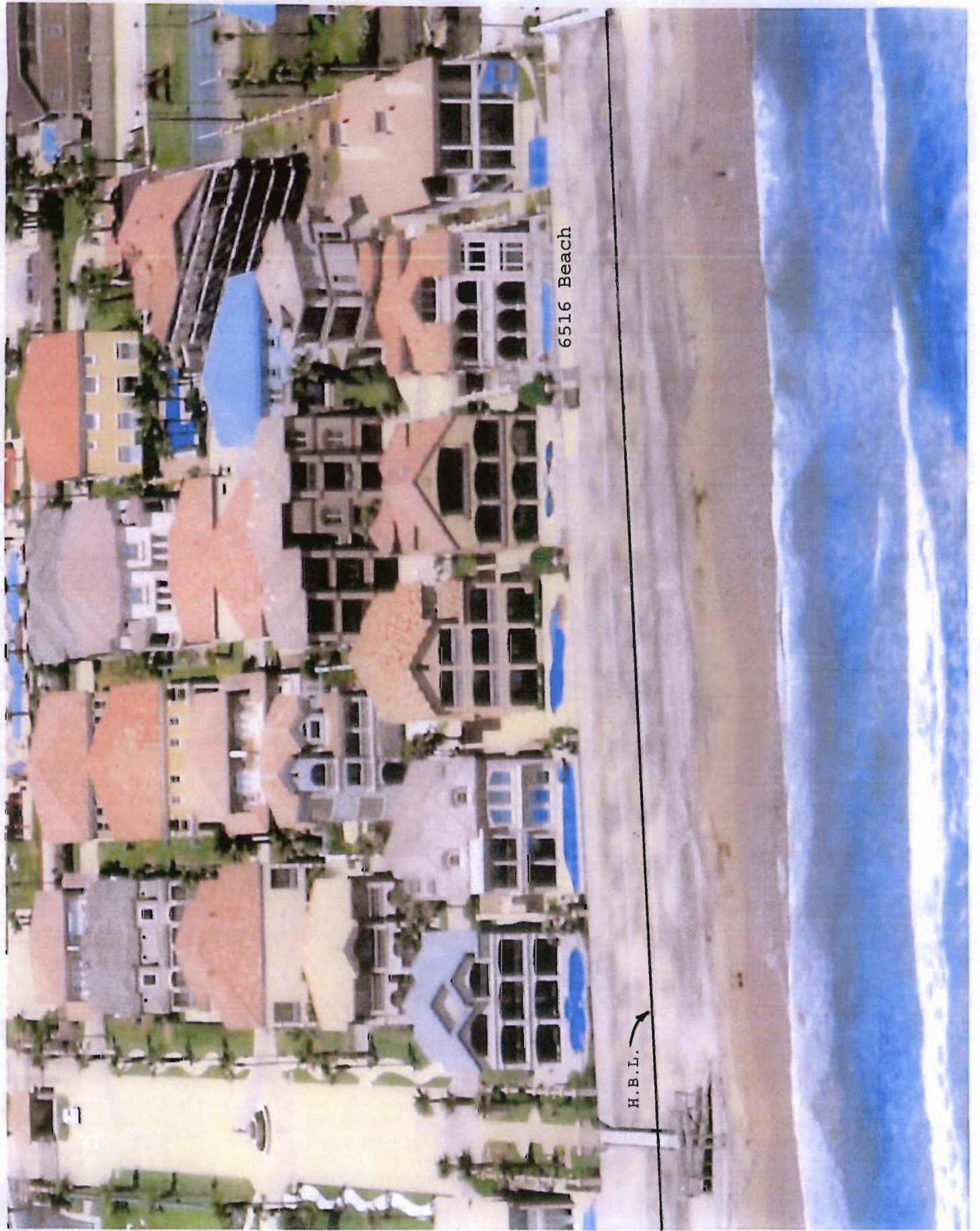
Intranetix Viewer [4801150001D.tif]

http://map1.msc.fema.gov/idms/IntraView.cgi?ROT=0&O_X=7395&..

 **FEMA MSC Viewer**

Save your FIRMeta
 Back





6516 Beach

H.B.L. →



Looking West



Looking East



Looking North



Looking South

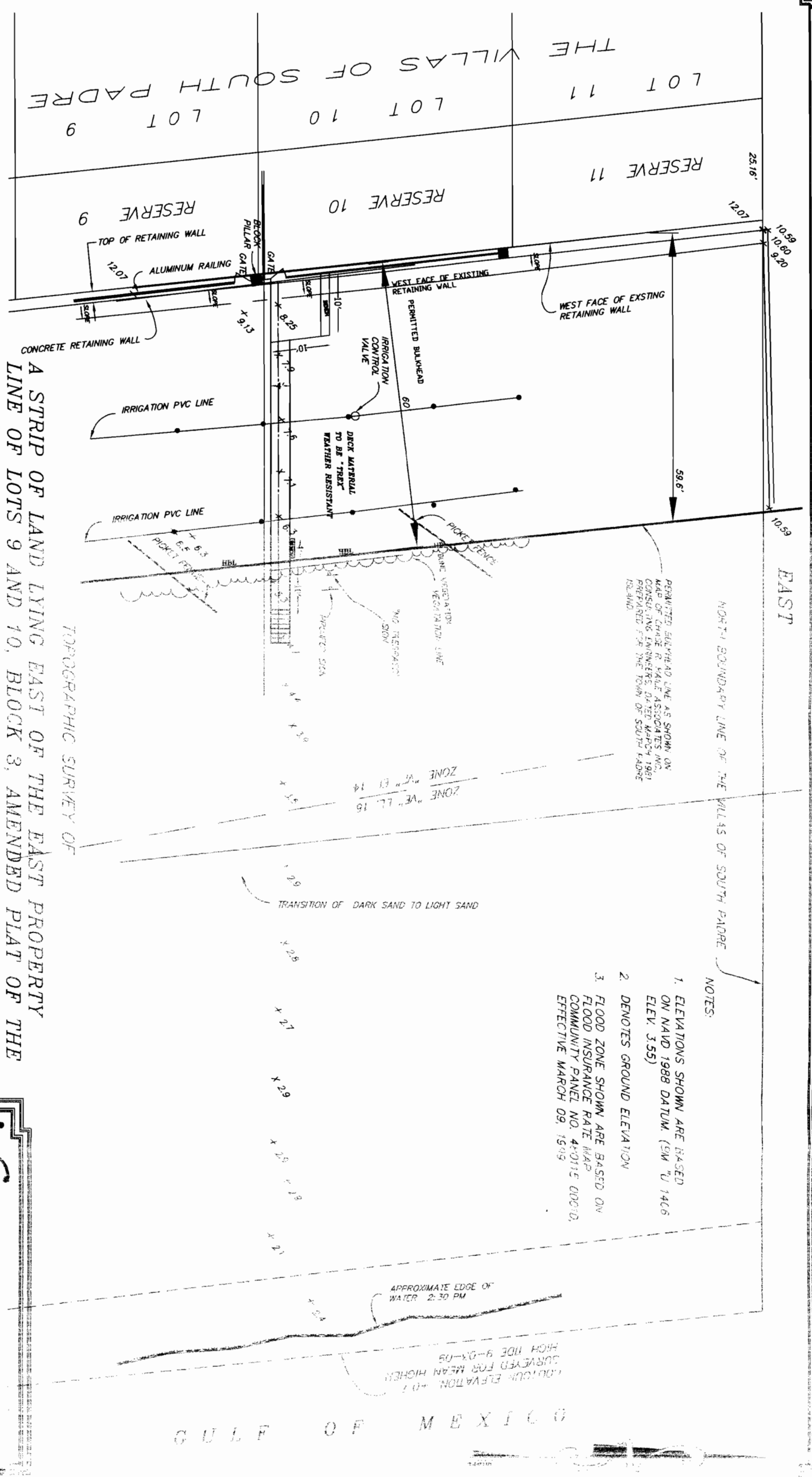
DATE: SEPTEMBER 03, 2009

A STRIP OF LAND LYING EAST OF THE EAST PROPERTY LINE OF LOTS 9 AND 10, BLOCK 3, AMENDED PLAT OF THE VILLAS OF SOUTH PADRE, SOUTH PADRE ISLAND, AS RECORDED IN CABINET 1, PAGE 1697-A, MAP RECORDS OF CAMERON COUNTY, TEXAS.

TROY GILES

PREPARED FOR:

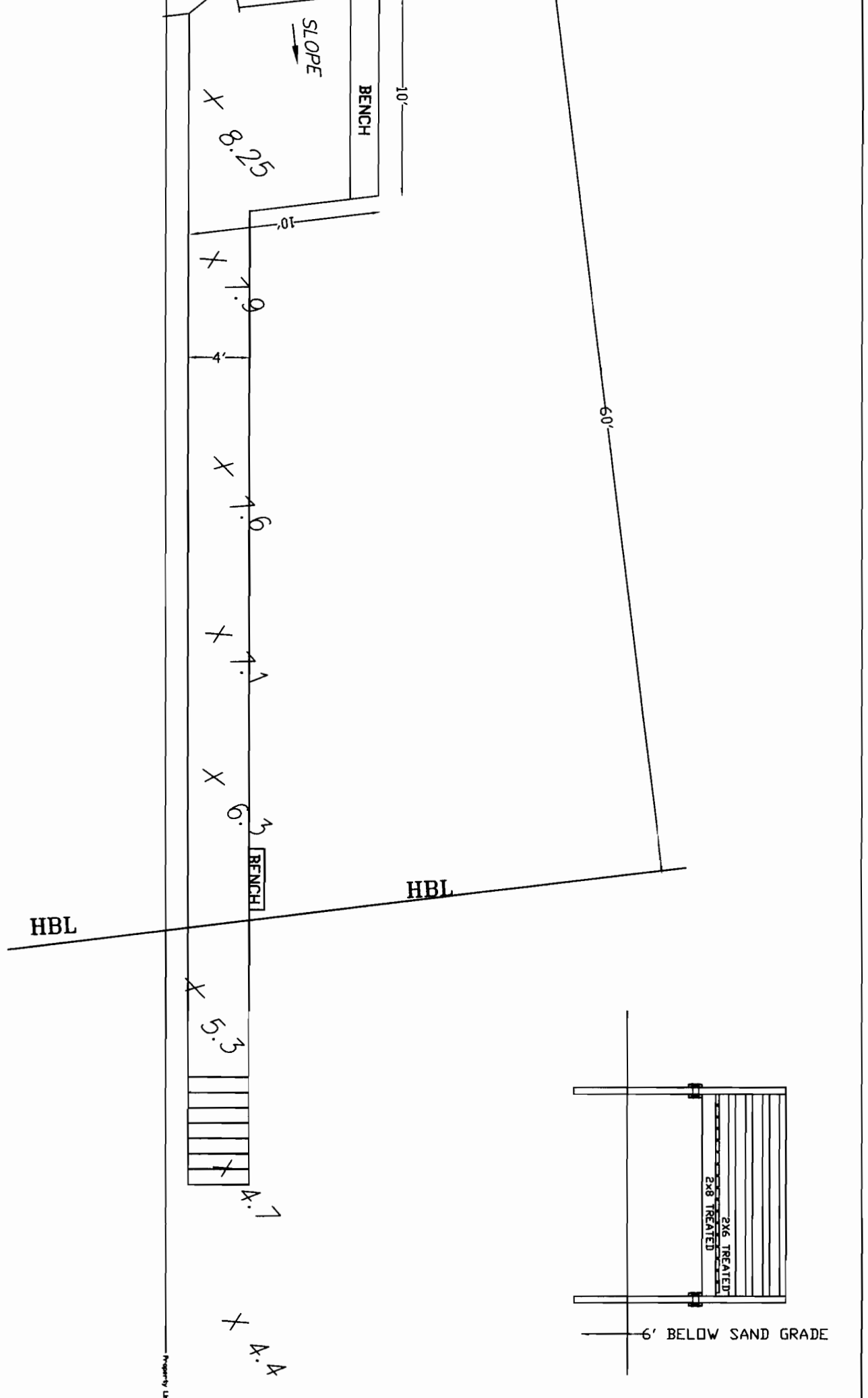
VASQUEZ
SURVEYING INC.
4000 BOCA CHICA BLVD.
BROWNSVILLE, TEXAS 78521
Phone: (956) 541-9826
Cell: (956) 466-9030
Fax: (956) 544-4177
JOB NO. 034832
G.F. NO. N/A



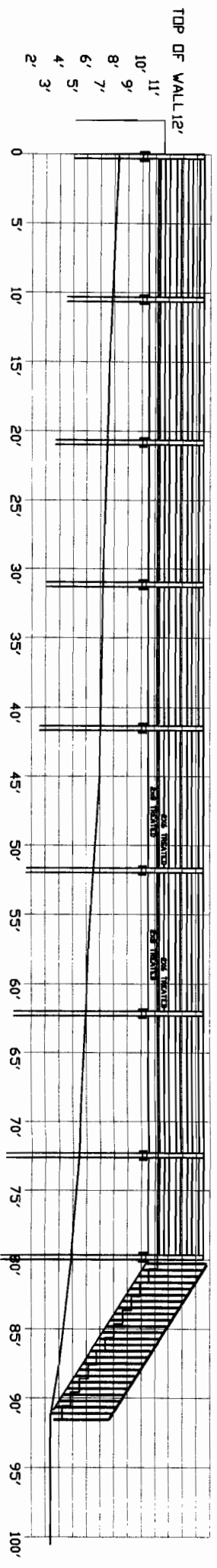
- NOTES:
1. ELEVATIONS SHOWN ARE BASED ON NAVD 1988 DATUM. (GM "U" 1406 ELEV. 3.55)
 2. DENOTES GROUND ELEVATION
 3. FLOOD ZONE SHOWN ARE BASED ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48011C 00010, EFFECTIVE MARCH 09, 1909

RETAINING WALL

GATE

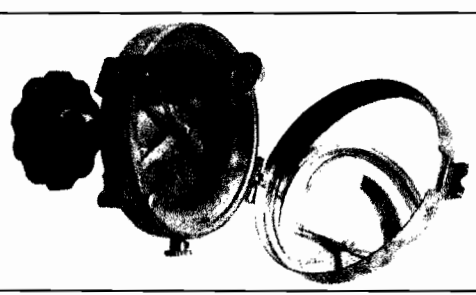


DECK MATERIAL
TO BE "TREX"
WEATHER RESISTANT



REVISIONS:

FUDGE CONSULTING



P.O. BOX 3854
SOUTH PADRE ISLAND, TX
78597-3854
Firm Registration Number F-3077

PROJECT

Dune Walkover

LOCATION:

6516 Beach
The Villas
South Padre Island

DATE: 11/25/09

ISSUED FOR: DATE

PERMITS

BIDS

CONSTRUCTION

SCALE: N.T.S.

DRAWN BY: R.J.E.

JOB NO:

SHEET TITLE:

Dune Walkover
6516 Beach
South Padre Island

Details

SHEET NO.: 1

OF: 1

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Reuben Trevino, Coastal Resources Manager

ITEM

Discussion and Action on the beachfront construction certificate and dune protection permit for Dennis Franke/ Padre Shores II, LTD. The construction of two condominium towers; each will be 12 stories tall and include pools and outbuildings.

ITEM BACKGROUND

On December 28, 2009 the Beach and Dune Task Force met and reviewed this application. The Beach and Dune Task Force unanimously voted to approve the application as submitted.

RECOMMENDATIONS/COMMENTS

Staff recommends the approval of this application as submitted.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 16, 2009

Via Electronic Mail

Mr. Reuben Trevino
City of South Padre Island
P.O. Box 3410
South Padre Island, Texas 78597-3410

Beach and Dune Construction/Protection Permit in the City of South Padre Island

Legal Description: 11.15 acres out of The Shores Subdivision, Phase I, Section II

Lot Applicant: Dennis Franke

GLO ID No.: BDSPI-09-0415

Dear Mr. Trevino:

The General Land Office reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes to construct two condominium towers; each will be 12 stories tall and include pools and outbuildings on the seaward side of the structures. The total finished area free of structures will be 6.19 acres or 55% of the total lot size. Additionally, the applicant proposes a large-scale dune restoration project to mitigate for all impacts to dune materials landward of the building setback line, which consists of removing the vegetation from the construction site, moving the sand above the 11 foot contour to the dune restoration area and bringing in additional materials to compensate for the volume used for fill material, then replanting the impacted vegetation. All proposed construction is located greater than 200 feet from the line of vegetation, and the restoration is located between the area 40 feet landward of the public beach easement to The Shores building line in an area that, according to the Bureau of Economic Geology, is eroding at 5 feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- In accordance with local plan, the City must ensure that the total dune volume above the 10-foot contour is mitigated on a 1:1 basis. The Shores Master Plan mitigation for the North parcel submitted with the City's plan amendment indicated the volume of sand above the 10-foot contour was estimated at 32,000 cubic yards and the applicant proposed to add an additional 3,200 cubic yards to

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

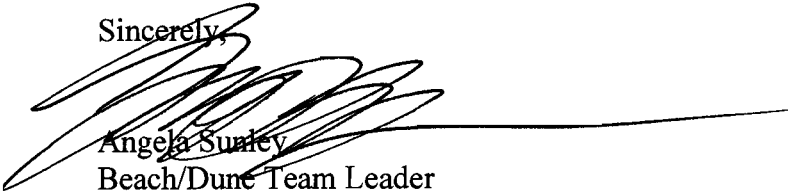
14-2

compensate for materials used as fill and impacts to a dune that was originally used as avoidance during the initial development plan.

- The City of SPI should require the applicant to restrict the walkover, to the greatest extent possible, to the most landward point of the public beach¹ and should ensure that the walkover will not interfere with or otherwise restrict public use of the beach at normal high tides.²
- If possible, space the slats forming the deck of the walkover 1/2 inch apart so that sunlight and rainfall can reach plants below and so that sand will not accumulate on the deck.
- The applicant should consider achieving at a minimum a 1:1 ratio of width to height for the elevation of the deck for the walkover.
- Other guidelines for constructing a dune walkover can be found at http://coastal.tamug.edu/am/CapturedWebSites/GLO_Coastal_Dune_Manual/DuneManual-05.pdf.

If you have any questions, please contact me by phone at (512) 463-9309 or by email at angela.sunley@glo.state.tx.us

Sincerely,



Angela Sunley
Beach/Dune Team Leader
Coastal Assistance Division
Texas General Land Office

¹ 31 TAC §15.7(g)(1)

² 31 TAC §15.7(g)(2)

Town of South Padre Island
Beach & Dune Application



Site for Proposed Work:

* Legal Description: See Below

Physical Address:

Property Owner Information:

Applicant/Agent for Owner:

Name: Padre Shores II, LTD
Mailing Address Box 2108
City, State, Zip South Padre Island, Tx 78597
Phone Number: 956 761-2606
Fax Number 956 761-2650
E.mail Address:

Name: Dennis Franke, Partner
Mailing Address Box 2108
City, State, Zip South Padre Island, Tx 78597
Phone Number: 956 761-0044
Fax Number 956 761-2650
E.mail Address: dennis@frankerealtors.com

* 11.15 acres out of The Shores
Subdivision, Phase I, Section II

Applicant Signature:
Date of Signature:

I/We, owners of the above-mentioned property, authorize the applicant stated above, to act in my behalf in order to acquire a Beach and Dune permit for the construction proposed below. (owner initials here--> _____)

Owner(s) Signature(s): _____
Date of Signature: _____

Project Description:

Describe with as much detail as possible, the construction proposed. If more room is needed, please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.

See Attached Addendum "A"

Total Square footage of footprint of habitable structure: 31,600

Total Area of impervious surface (i.e. retaining walls, walkways, drives, patios, etc.): Pools & Outbuildings 21,100

Percentage of impervious surface [(impervious surface / habitable footprint)* 100]:

Please Note: the percentage of impervious surface cannot exceed 5% in an eroding area.

Approximate Duration of Construction: 60 Days

Financial Plan for the removal of all hard structures.

All Properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the Town of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The Town accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.

Type of Plan submitted: n/a (no sea walls) Date of submission:

Drainage:

Describe the impact that the proposed construction will have on the natural drainage pattern on the site and adjacent lots.

a) no change in the drainage on site.	b) the proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)
---------------------------------------	--

Explanation/other info: Everything West of the Shores Building Line will drain West through the master storm drainage system to the Marina, East of Shores Building

Impacts to Beach/Dune System: will drain in the natural way.

Answer each question as completely as possible in narrative form:

1) What damage will this proposed construction have on the dune vegetation located at the project site?

a) no damage to dune vegetation whatsoever.	b) the proposed construction will impact 10 % of the dune vegetation on site. (explanation of the "impact" will be required)	c) the proposed construction will require the removal and relocation of _____ % of the dune vegetation on site. (the submission of a mitigation plan will be required)
---	--	--

Explanation/other info: The development site will be leveled and the excess sand will be moved East of the Shores Building Line to reinforce More on back...--> and enhance the dune structure. The vegetation mixed with the sand that is moved from the Development's Site will regrow within a short time and the vegetation that is covered by the moved sand will grow up and through the sand to revegitate the new dune contour. Hay will be rolled over the newly moved sand to prevent wind erosion and hold the moisture.

2) How will the proposed construction alter the dune size/shape at the project site?

a) no change to dune size/shape whatsoever.	b) the proposed construction will change <u>50</u> % of the size/shape of dunes on site. (details will be required)	c) the proposed construction will require the removal and relocation of _____% of the dunes on site. (the submission of a mitigation plan will be required)
---	---	---

Explanation/other info: The excess sand from the development site will be moved to enhance and substantially increase the size and volume of the dunes forward (East of the Shores Building Line) by approximately 26,288 cubic yards.

3) How will the proposed construction change the hydrology of the dunes at the project site?

a) no change to dune hydrology whatsoever. <u>No Change</u>	b) the proposed construction will impact dune hydrology on site. (details will be required)
--	---

Explanation/details:

4) Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation.

There is no other alternative if the building site is to be used

5) Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access.

Beach access will not be affected

Mitigation Plan: Describe the methods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation.

The natural sand dune structure will be substantially enhanced both in height, width, and volume providing not only protection from a major storm but provide significant sand for the sand budget that will heal the beach after a major storm

Financial Plan for Dune Mitigation:

If required by the Board of Aldermen, a financial guarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation takes place as proposed and required of the applicant.

Type of Plan submitted: N/A Date of submission: _____

Checklist of Additional Required Application Information:

An accurate map, plat or site plan showing:

- 1) Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
- 2) Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
- 3) Location of the Historical Building Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the north and to the south.
- 4) Location and elevation of existing retaining walls -both on the subject property and those properties immediately adjoining the subject property to the north and to the south.
- 5) Location of proposed structure(s) - if proposing the construction of a retaining wall, please also include the proposed elevation of the retaining wall.
- 6) Location of proposed driveways, parking areas (showing the # of proposed parking spaces), and landscape areas.
- 7) Location of all existing and proposed beach access paths and/or dune walkovers.
- 8) Location and extent of any man-made vegetated mounds, restored dunes, fill activities, or any other pre-existing human modifications on the tract.
- 9) Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and sqales), and the proposed contours of the final grade.

Other required application information:

- 1) A grading and layout plan showing proposed contours for the final grade
- 2) The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
- 3) Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract.
- 4) Copy of the Flood Rate Map showing the location of the subject property.
- 5) Copy of the Historical Erosion Rate Map as determined by the Univ. of Texas @ Austin, Bureau of Economic Geology.
- 6) \$180 application fee.

YOUR APPLICATION IS NOT COMPLETE UNLESS ALL INFORMATION REQUESTED ABOVE IS SUBMITTED.
FOR APPLICATIONS WHICH REQUIRE BEACH AND DUNE TASK FORCE REVIEW, 21 COPIES WILL BE REQUIRED.

All other application submissions require only three (3) copies of the complete information.

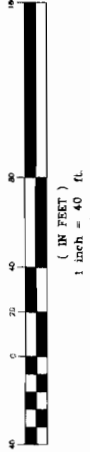
14-5

Addendum "A"

The Buildable area (4.96 acres) of the 11.15 acre site will be leveled to a height of 11 feet above sea level and the excess sand (approximately 26,288 cubic yard) will be moved east of the Shores Building Line to form a sand dune berm with a maximum height of approximately 15.2 feet above sea level.

The Building area (Development Site) west of the Shores Building Line will be the Project Site for two condominium towers; each tower will be 12 stories tall plus an oriental tower. The two buildings will each accommodate approximately 60 condominium units plus associated amenities (see attached renderings). At the ground level, all parking areas, walkways, and decks will be constructed of brick pavers including the parking area under the building. The balances of the site, other than the footprints of the buildings and the swimming pools will be landscape area. No sea walls will be constructed or are allowed. The building will be constructed on deep concrete piling and the lower floor of the condominium buildings will be built with breakaway walls; therefore, the first habitable floor will be over 20 feet above sea level. The only thing built forward (East) of the Shores Building Line will be two elevated dune walkovers - 6 feet wide and 100 feet long.

GRAPHIC SCALE



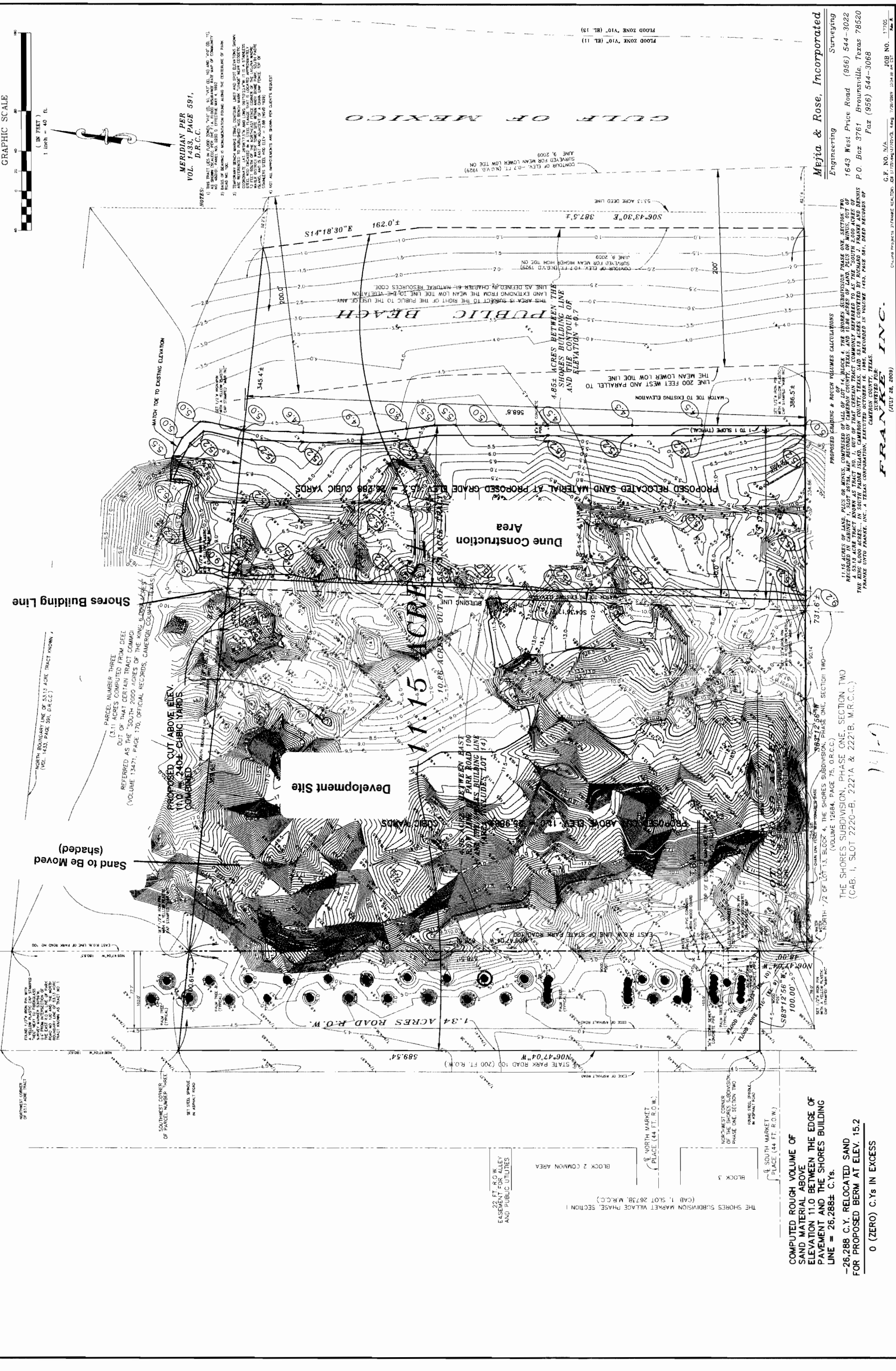
MERIDIAN PER VOL. 1433, PAGE 591, D.R.C.C.

- NOTES:
- 1) THIS TRACT LIES IN FLOOD ZONES "X" AND "Y" AS SHOWN ON THE MAP OF COMMUNITY AND ADJACENT AREAS AS DATED AND EFFECTIVE MAY 4, 1952.
 - 2) BASE OF BEARING IS MONUMENTATION FOUND ALONG THE CENTERLINE OF PARK ROAD, VOL. 1433, PAGE 591, D.R.C.C.
 - 3) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.
 - 4) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.
 - 5) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.
 - 6) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.
 - 7) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.
 - 8) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.
 - 9) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.
 - 10) THE PROPOSED SHORES BUILDING LINE, SHORES BUILDING LINE AND SHORES BUILDING LINE ARE REFERENCED TO THE MEAN LOW TIDE LINE AS DEFINED BY CHAPTER 61-NATURAL RESOURCES CODE.

GULF OF MEXICO

FLOOD ZONE "X" (R.L. 11)

FLOOD ZONE "Y" (R.L. 13)



Shores Building Line

Sand to be Moved (shaded)

PARCEL NUMBER THREE (3.11 ACRES COMPUTED FROM DEED OUT OF THAT CERTAIN TRACT COMMUNICATED AS THE "SOUTH 2000 ACRES OF THE KING 5,000 ACRES TRACT" (VOLUME 13471, PAGE 170, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS)

PROPOSED CUT ABOVE ELEV. 11.0 = 240± CUBIC YARDS COMPLETED

Development Site

11.15 ACRES

Dune Construction Area

PROPOSED RELOCATED SAND MATERIAL AT PROPOSED GRADE ELEV. 15.2 = 26,288± CUBIC YARDS

4.85± ACRES BETWEEN THE SHORES BUILDING LINE AND THE CONTOUR OF ELEVATION +6.7

5.3± ACRES DEED LINE

COMPUTED ROUGH VOLUME OF SAND MATERIAL ABOVE ELEVATION 11.0 BETWEEN THE EDGE OF PAVEMENT AND THE SHORES BUILDING LINE = 26,288± C.Y.s.
-26,288 C.Y. RELOCATED SAND FOR PROPOSED BERM AT ELEV. 15.2
0 (ZERO) C.Y. IN EXCESS

THE SHORES SUBDIVISION, PHASE ONE, SECTION TWO (CAB. 1, SLOT 2220-B, 2221-A & 2221-B, M.R.C.C.) (VOLUME 12684, PAGE 75, O.R.C.C.)

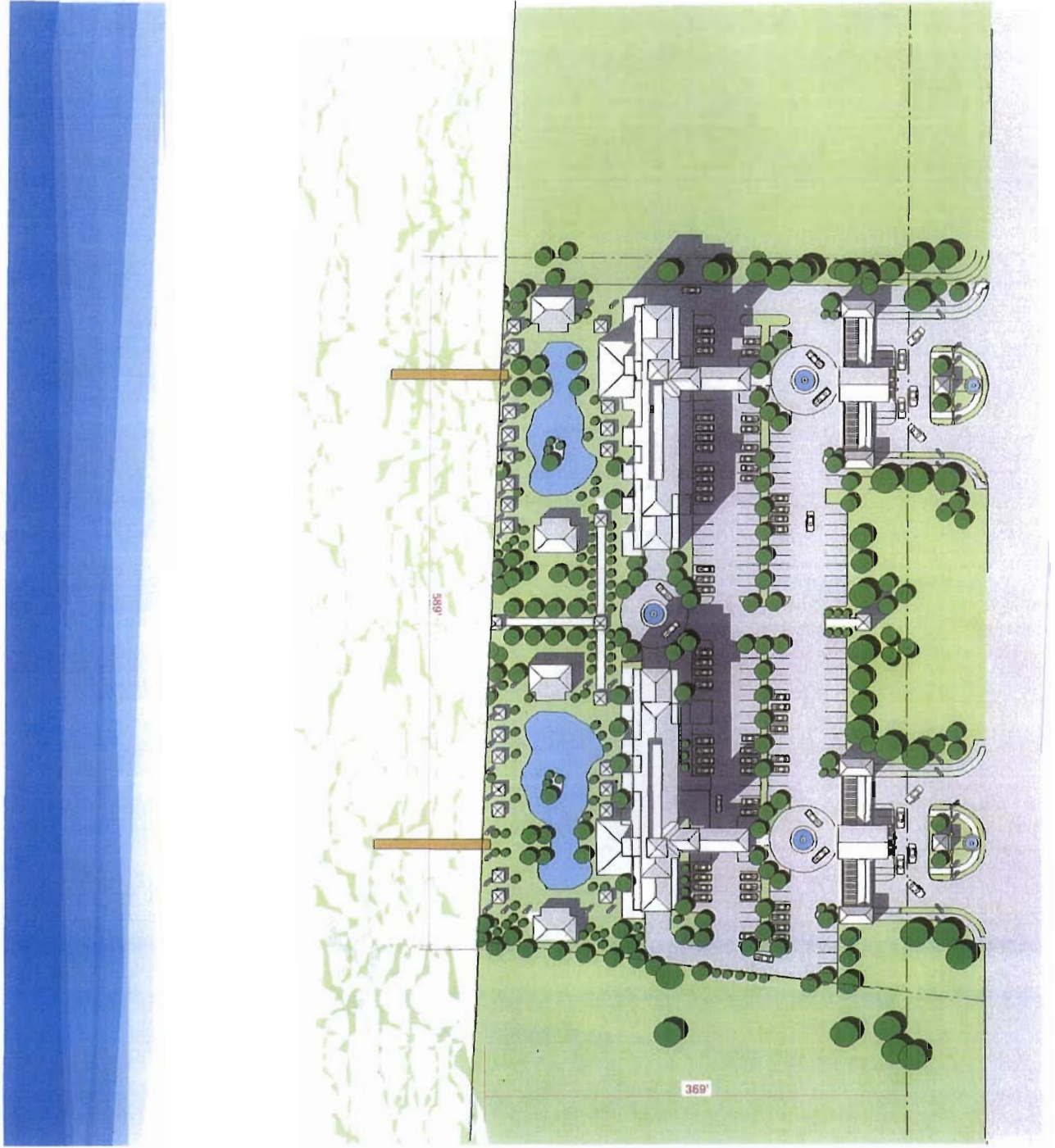
PROPOSED GRADING & ROUGH VOLUMES CALCULATIONS OF 11.15 ACRES OF LAND, PLUS OR MINUS, COMPRISED OF ALL OF LOT 14, BLOCK 4, THE SHORES SUBDIVISION, PHASE ONE, SECTION TWO AND ALL OF LOT 13, BLOCK 4, THE SHORES SUBDIVISION, PHASE ONE, SECTION TWO, COMMONLY REFERRED TO AS "THE SOUTH 2,000 ACRES OF THE KING 5,000 ACRES TRACT" KNOWN AS TRACT NO. 3345, COMMONLY REFERRED TO AS "THE SOUTH 2,000 ACRES OF THE KING 5,000 ACRES TRACT" IN SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, SAID 53.13 ACRES CONVEYED BY RICHARD J. FRANK AND DENNIS FRANK UNTO FRANK, INC., A TEXAS CORPORATION, EXECUTED OCTOBER 16, 1986, RECORDED IN VOLUME 1493, PAGE 661, DEED RECORDS OF CAMERON COUNTY, TEXAS.

Mpjia & Rose, Incorporated
Engineering
1643 West Price Road (956) 544-3022
P.O. Box 3761 Brownsville, Texas 78520
Fax (956) 544-3068

FRANK, INC.
(JULY 28, 2009)

C.F. NO. 1/A
JOB NO. 17205

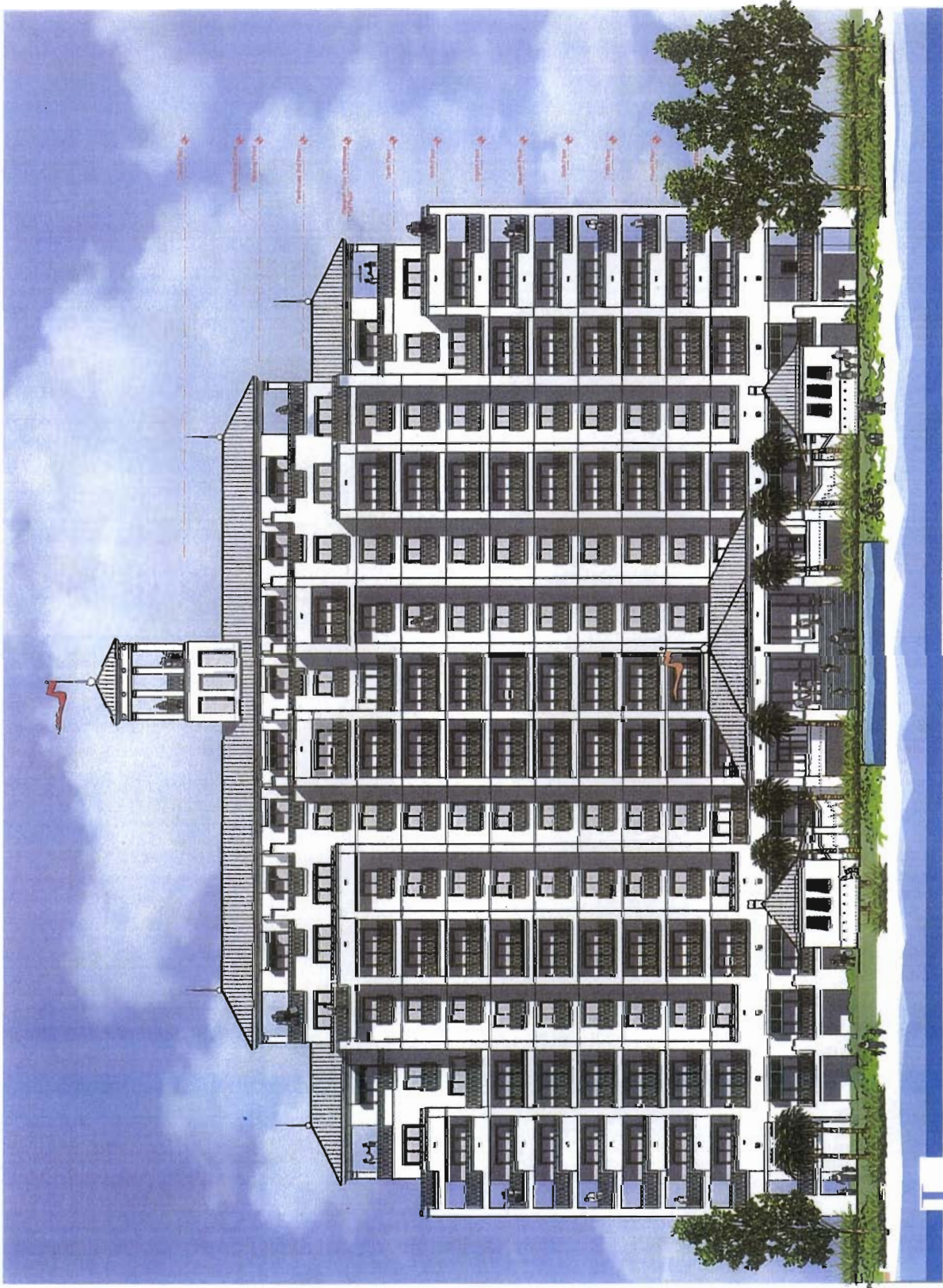




LANDRYARCHITECTURELLC (618) St. Charles Ave., New Orleans, LA. 70130 tel:504.538.9611 fax:504.538.9613 www.landryarch.com

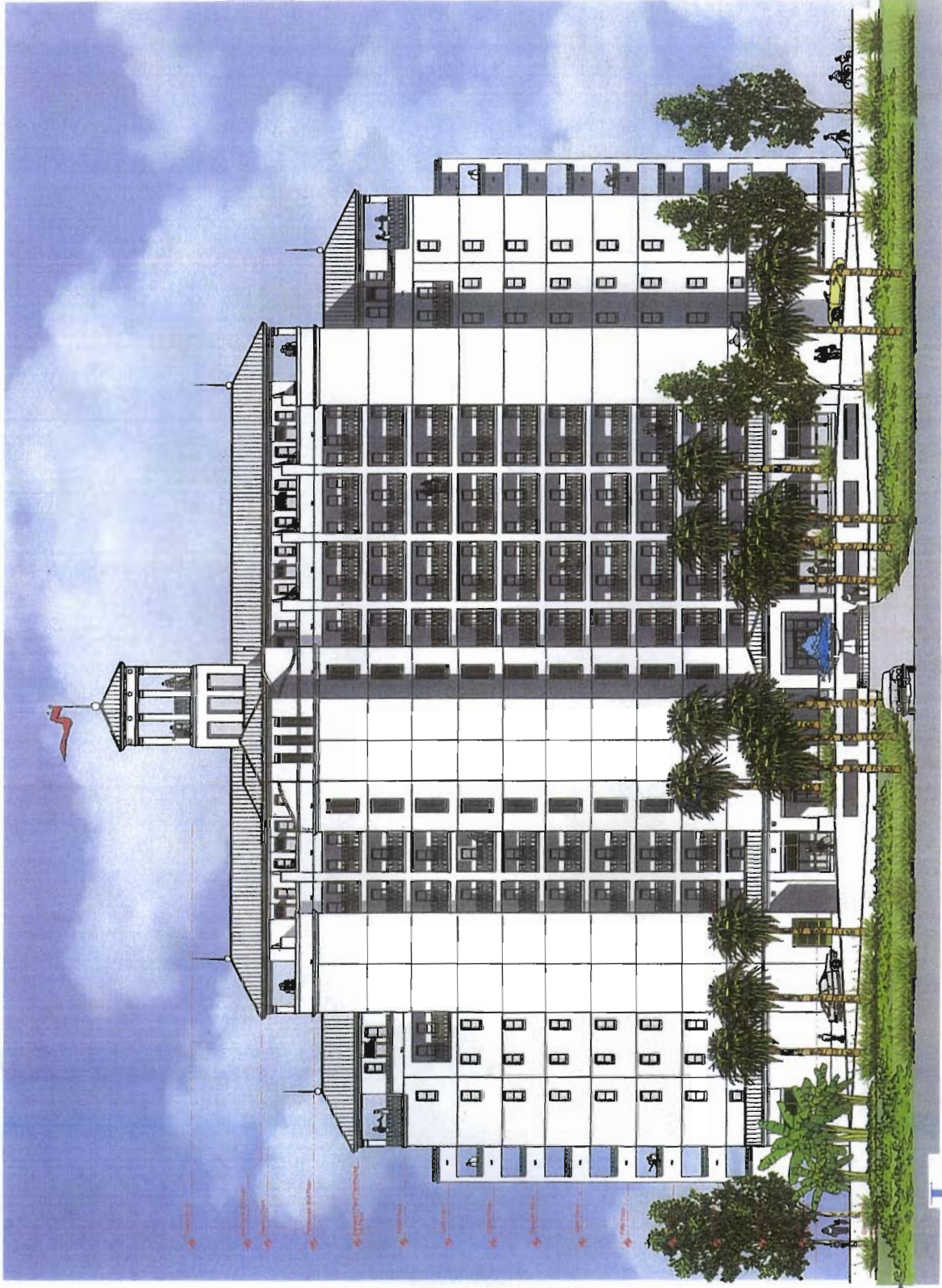
The Shores Condominiums and Beach Club and Condominiums Site Plan

14-9



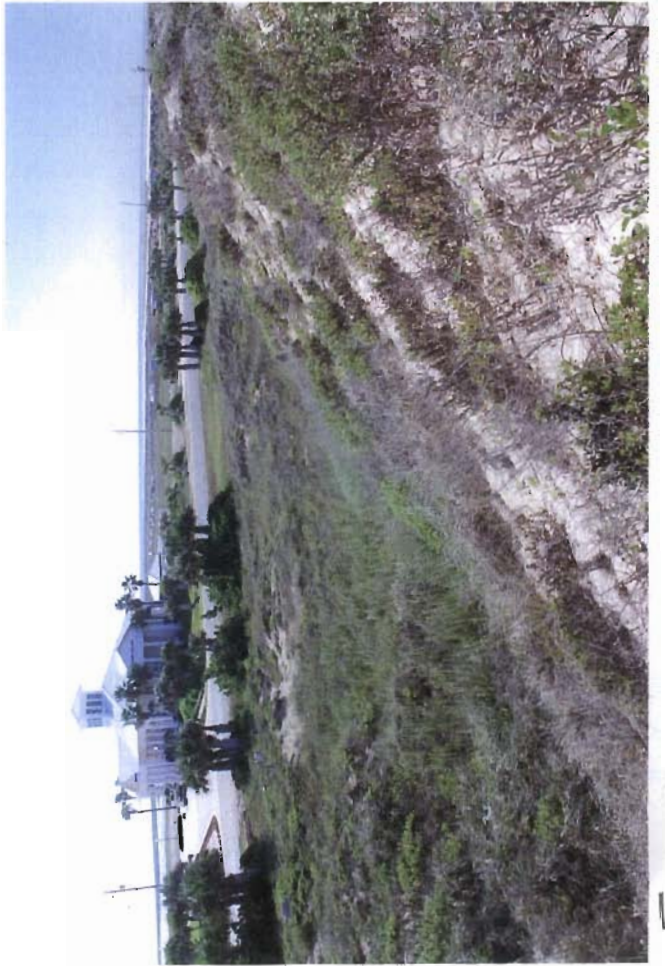
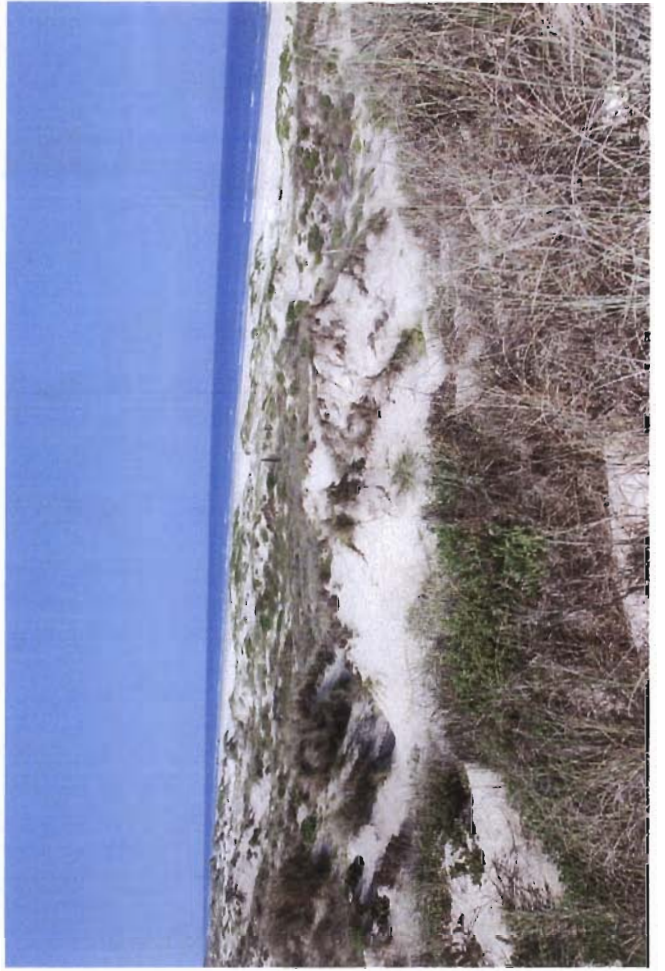
The Shores Beach Club and Condominiums Beach Elevation

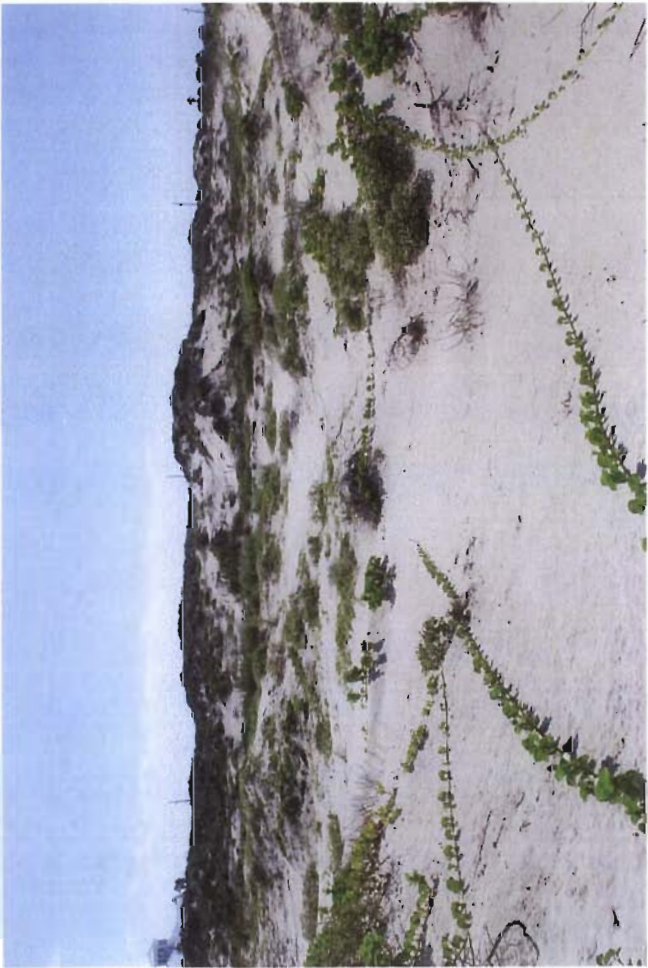
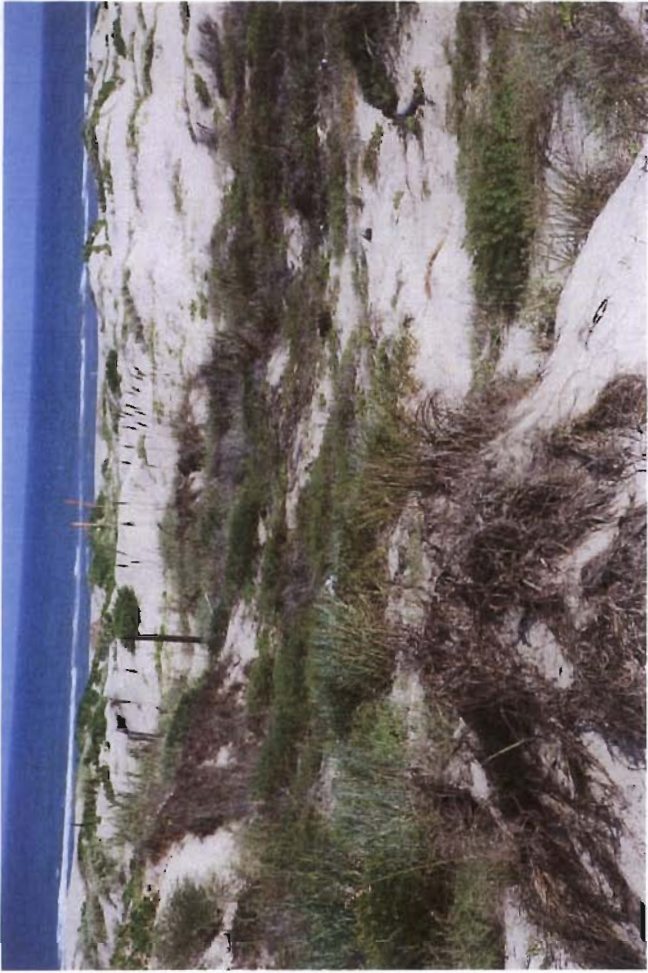
LANSKY ARCHITECTURE, LLC 1018 St. Charles Ave., New Orleans, LA 70112 tel: 504.528.0031 fax: 504.528.0613 www.lanskyarch.com



LANNING ARCHITECTURE LLC 167th. Charleston, South Carolina, LA. 7013962643261611 604.526.5611 www.lanningarch.com

The Shores Beach Club and Condominiums Highway Elevation





**SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2009

NAME/DEPT.: Scott Fry, Public Works Director

ITEM

Discussion and action to appropriate funds necessary for the required match to the GLO's contribution for the Beneficial Use of Dredge Material project.

ITEM BACKGROUND

Need to dedicate \$181,430.50 to the upcoming BUDM to match the GLO's contribution of \$544,291.50. This match was a result of the CEPRAs cycle 6 grant applications.

RECOMMENDATIONS/COMMENTS

Staff supports the use of these funds to match the GLO's contribution.

BUDGET/FINANCIAL SUMMARY

\$1,060,569.28	Fund Balance
\$ (181,430.50)	SPI match
\$ 879,138.78	Projected Fund Balance

\$181,430.50	25% -SPI
\$544,291.50	75% -GLO CEPRAs Cycle 6

COMPREHENSIVE PLAN GOAL

5A.
Secure funding for beach renourishment. Ongoing funding for beach maintenance should be established as a line item in the Town's budget.

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

BUDGET REQUEST FORM

PROJECT/REQUEST: BUDM Fall '09-'10

DATE: 12/29/09

<u>FUND</u>		<u>LINE</u>	
<u>NO.</u>	<u>DEPT NO</u>	<u>ITEM</u>	<u>AMOUNT</u>
81	581	426	\$ 181,430.50

JUSTIFICATION:

Need to dedicate \$181,430.50 to the upcoming BUDM to match the GLO's contribution of \$544,291.50

SOURCE OF FUNDS:

FUND BALANCE

BUDGET IMPACT: (\$181,430.50)	DEPARTMENT Public Works
CURRENT PROJECTED ENDING FUND BALANCE	\$ 1,060,569.28
PROJECT/REQUEST AMOUNT:	\$ (181,430.50)
AMENDED PROJECTED ENDING FUND BALANCE	\$ 879,138.78

REQUESTED BY:

APPROVAL: FINANCE DIRECTOR: _____

CITY MANAGER: _____

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: January 6, 2010

NAME/DEPT.: Burney Baskett, Fire Chief

ITEM

Discussion and action to approve the Mayor to sign contract number DRS010177 between the City of South Padre Island, TX and the Texas Department of Rural Affairs (TRDA) for the award amount of \$1,095,436 for construction of the fire station.

ITEM BACKGROUND

The City applied for and received funding from the Disaster Recovery Texas Community Development Block Grant Program (TxCDBG) for the amount of \$1,095,436. These funds will be utilized for the construction of the fire station.

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

\$1,095,436 addition of funds for construction of the fire station.

COMPREHENSIVE PLAN GOAL

- 6.I. Continue to provide adequate public services including public works, fire, and protection.
- 6.J. Continue to support the needs of the Public Works, Police, and Fire Departments to ensure adequate protection of the population.

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____



GOVERNOR RICK PERRY

Dr. Wallace Klusmann, *Chair*
David Alders, *Vice Chair*
Dr. Mackie Bobo, *Secretary*

TDRA GOVERNING BOARD

Agriculture Commissioner Todd Staples Remelle Farrar
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Woody Anderson Joaquin L. Rodriguez
Charles N. Butts Patrick Wallace

December 1, 2009

The Honorable Robert N. Pinkerton, Jr.
Mayor, City of South Padre Island
4601 Padre Blvd.
South Padre Island, Texas 78597

Re: TxCDBG Contract No. DRS010177

Dear Mayor Pinkerton:

I would like to congratulate your locality on its recent contract award under the Disaster Recovery Texas Community Development Block Grant Program (TxCDBG). Enclosed are two (2) signed copies of Contract No. DRS010177 between the City of South Padre Island, and the Texas Department of Rural Affairs (TDRA), for your review and signature.

Please read the contract carefully, with special attention to the Reporting Requirements, Environmental Clearance Requirements and Special Conditions (Sections 8, 20 and 22) of this contract as these restrict your allowance to incur project costs and our ability to release contract funds to your local government. Please review the activities provided for in Exhibit A, Performance Statement; Exhibit B, Budget; Exhibit C, Certifications and the requirements of Exhibit D, The Applicable Laws and Regulations, and Exhibit E, Project Implementation Schedule. (Please consider having your city/county attorney review the enclosed contract).

These Exhibits must be adhered to during the contract period. All fiscal and administrative staff should be familiar with the budget categories and amounts. The program staff should be aware of the Performance Statement and Project Implementation Schedule. Fiscal and program staff should be familiar with the Applicable Laws and Regulations. Copies of these Exhibits should be distributed to appropriate staff members.

Please review and sign both copies of the contract. The City must return to this office both contracts for final execution. If the name of the authorized person signing this contract is different from the name typed, please correct the name appearing in the contract. Please return both copies of the signed contracts to the following address:

**Texas Department of Rural Affairs
Disaster Recovery Texas Community Development Block Grant Program
P.O. Box 17900
Austin, Texas 78760-7900**

A copy of the executed contract will be mailed to your firm upon final signature by TDRA.

All Contractor localities are encouraged to utilize minority and women-owned businesses in completing contract activities whenever possible. Although Contractors are not directly responsible for meeting a specific goal, each year the U.S. Department of Housing and Urban Development establishes an overall minority business enterprise participation goal for the Texas Community Development Block Grant Program (TxCDBG). The Texas Building and Procurement Commission (TBPC), through the Texas Historically Underutilized Business (HUB) Program, can provide you with a directory of minority and women-owned businesses located in your area. If you would like to purchase a directory, please contact the TBPC at HUB program at 512/463-5872. This cost is an eligible expense under the TxCDBG administration category.

www.tdra.state.tx.us

Charles S. (Charlie) Stone
TDRA Executive Director

1700 N. Congress Avenue, Suite 220
Austin, Texas 78701
P.O. Box 12877
Austin, Texas 78711

16-2
Agency: 512-936-6701
Toll Free: 800-544-2042
Fax: 512-936-6776
Email: tdra@tdra.state.tx.us

Contractors are encouraged to place the businesses located in your area on vendor mailing lists to increase minority and women-owned business participation in the Texas Community Development Block Grant Program. Information regarding minority contracting is provided in Chapter 12 of the Project Implementation Manual.

Each local government expending \$500,000 or more in total federal or state funds during a fiscal year is required to submit two (2) copies of the Single Audit report to TDRA. Federal regulations require that the audit be submitted to the Texas Department of Rural Affairs within thirty (30) days of receipt of the completed audit report, but no later than nine (9) months after the end of the audit period. All Contractors are required to submit an audit certification form within sixty (60) days after the end of their fiscal year.

TDRA has established requirements to ensure that the contract is returned to TDRA in a timely manner. The current program rules require that the contract be executed within sixty (60) days from the date of this letter or the award will be withdrawn.

Should you have any questions or need additional information about the terms in this contract, please call Heather Lagrone, Contracts and Project Management Manager, at (512) 936-6727.

Sincerely,


Oralia Cardenas, Director of Programs
Disaster Recovery Division

OC:mh

Enclosures: Contract

cc: Contract File

w\opscon

TEXAS DEPARTMENT OF RURAL AFFAIRS
CONTRACT NO. DRS010177 FOR
CDBG DISASTER RECOVERY NON-ENTITLEMENT GRANT PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

SECTION 1. PARTIES TO CONTRACT

This Contract and agreement is made and entered into by and between the Texas Department of Rural Affairs an agency of the State of Texas, referred to as the "TDRA", and the City of South Padre Island, hereinafter referred to as "Grantee". The parties have severally and collectively agreed and by the execution hereof are bound to the terms and conditions of this Contract.

SECTION 2. CONTRACT PERIOD

This Contract and agreement shall commence on December 1, 2009, and shall terminate on November 30, 2011, unless otherwise specifically provided by the terms of this Contract.

SECTION 3. STATEMENT OF SERVICES TO BE PERFORMED

The funds provided under this Contract were appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster relief, recovery, restoration and economic revitalization in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

A. Grantee Performance

1. Grantee shall conduct, in a satisfactory manner as determined by TDRA, the activities and projects set forth in Exhibit A, the Performance Statement that is attached hereto and made a part of this Contract. These project and activity services are for emergency recovery in the Hurricanes Dolly and Ike Federally-declared disaster areas. Grantee shall perform all projects and activities in accordance with Exhibit A and the terms set forth in the following attached exhibits that are made a part of this Contract: Exhibit B, the Budget; Exhibit C, the Certifications; Exhibit D, the Applicable Laws and Regulations; Exhibit E, the Project Implementation Schedule; and the assurances, certifications, and all other statements made by Grantee in its application for funding under this Contract. Grantee shall accomplish all tasks in accordance with Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 *et seq.*), hereinafter referred to as "the Act", and the regulations promulgated thereunder pertaining to the State's Program at 24 CFR Part 570, hereinafter referred to as "the Regulations", subject to applicable statutory and/or regulatory waivers or alternative requirements; and with all other terms, provisions, and requirements set forth in this Contract.

2. Grantee shall ensure that the projects described in Exhibit A, the Performance Statement, were either directly damaged or experienced a failure to function as designed as a result of either Hurricane Dolly on July 23, 2008 or Hurricane Ike on September 13, 2008. Grantee shall ensure that all funds expended under this Contract are used in accordance with the approved Methods of Distribution established by the appropriate county and/or Council of Government.

3. Grantee shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to TDRA. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, Grantee is liable to repay to TDRA any associated disallowed costs.

4. Grantee shall adhere to the Project Implementation Schedule timelines for key project activities as shown in Exhibit E. TDRA may require Grantee to submit written justification for any contract activity that is not completed by the end of the month specified on the schedule in Exhibit E.

5. **Self-Administered Services Alternatives.** Grantee may elect to self-administer the project delivery, engineering, and/or environmental services under this Contract subject to the following restrictions related to the use of grant funds:

a. **Use of Grant Funds Permitted.** Grantee may use grant funds to provide engineering, project delivery, and environmental review services with in-house staff. For purposes of this Contract “in-house” means city, county, or direct grantee regular employees, and excludes contract employees.

b. **Use of Grant Funds Not Permitted.** If Grantee chooses to procure its own providers for engineering, project delivery and/or environmental services, instead of using “in-house” employees, or selecting a service provider(s) on TDRA’s Engineer, Grant Administrator, and/or Environmental Service Provider Master List(s), then Grantee must engage in such procurement using a separate funding source (e.g., local funds).

Grantee shall upon execution of this Contract inform TDRA if it elects to either provide in-house, or procure with separate funds, project delivery, design engineering and/or environmental review services for projects under this Contract.

B. TDRA Obligations and Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3(A) of this Contract, TDRA shall be liable for actual and reasonable costs incurred by Grantee during the contract period for performances rendered under this Contract by Grantee, subject to the limitations set forth in this Section 3(B).

1. **Funding.** It is expressly understood and agreed by the parties that TDRA's obligations under this Section 3(B) are contingent upon the actual receipt of adequate state or federal funds to meet TDRA's liabilities under this Contract. If adequate funds are not available to make payments under this Contract, TDRA shall notify Grantee in writing within a reasonable time after such fact is determined. TDRA shall terminate this Contract and will not be liable for failure to make payments to Grantee under this Contract.

2. Grant Administrative Services. TDRA shall be responsible for procurement of Grant administrative services in compliance with 24 CFR Section 85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances. TDRA shall provide a Master List of Qualified Grant Administrators compiled as a result of TDRA's "Request for Proposals for Master List of Qualified Grant Administrators" (RFP #357-09DR-0002) to Grantee. TDRA shall hold a current and valid contract with Grant Administrators on the Master List. Grantee shall select one (1) primary Grant Administrator and one (1) additional Grant Administrator as an alternate (should the primary Grant Administrator become unavailable for any reason) from the Master List of Qualified Grant Administrators. TDRA will contract with the Grant Administrator(s) selected by Grantee, and on Grantee's behalf, to provide grant administrative services for Grantee.

Exception: If Grantee elects to self-administer project delivery services, or to contract using separate funds, then Grantee will not select a primary or alternate Grant Administrator from TDRA's Master List of Qualified Grant Administrators.

Payment for grant administrative services rendered will be included as and paid from the funds allocated in this Contract. TDRA shall determine the reasonableness of each payment amount requested from the Grant Administrator or Grantee and shall make disbursement of any such payment.

Grantee understands and agrees that costs for grant administrative services acquired outside of the Master List of Qualified Grant Administrators and not contracted by TDRA, except when those services are provided in-house, shall not be paid from the funds allocated in this Contract.

3. Design Engineering Services. TDRA shall be responsible for procurement of design engineering services in compliance with 24 CFR Section 85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances. TDRA shall provide a Master List of Qualified Engineering Firms compiled as a result of TDRA's "Request for Qualifications for Master List of Qualified Engineering Firms" (RFQ #357-09DR-0001) to Grantee. TDRA shall hold current and valid contract(s) with the design engineering firm(s). For application purposes, Grantee shall select one (1) primary Design Engineer and one (1) additional Design Engineer as an alternate (should the primary Design Engineer become unavailable for any reason) from the Master List of Qualified Engineering Firms. TDRA will contract with the Design Engineer(s) selected by Grantee, and on Grantee's behalf, to provide engineering services for Grantee.

Exception: If Grantee elects to self-administer design engineering services, or to contract using separate funds, then Grantee will not select a primary or alternate Design Engineer from TDRA's Master List of Qualified Engineering Firms.

More than one (1) Design Engineer may be selected (not including the selected alternate) from the Master List of Qualified Engineering Firms by Grantee, but Grantee must justify in writing the need for more than one (1) Design Engineer and outline the specific activities that the additional Design Engineer will perform. TDRA shall determine the reasonableness and acceptability of such requests and provide written approval or denial to Grantee for the additional Design Engineer. Grantee understands and agrees that Design Engineers selected as a result of TDRA's "Request for Qualifications for Master List of Qualified Engineering Firms" (RFQ #357-09DR-0001) may have elected to subcontract reasonable lots or portions of the contract work, including goods or services, to the extent consistent with prudent industry practices and such subcontractors shall be considered duly authorized representatives of the selected Design Engineer(s).

Payment for design engineering services rendered will be included as and paid from the funds allocated in this Contract. TDRA shall determine the reasonableness of each payment amount requested from the design engineering firm(s) or Grantee and shall make disbursement of any such payment.

Grantee understands and agrees that costs for engineering services acquired outside of the Master List of Qualified Engineering Firms and not contracted by TDRA, except those provided in-house, shall not be paid from the funds allocated in this Contract.

4. Environmental Review Services. TDRA shall be responsible for procurement of environmental review services in compliance with 24 CFR Section 85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances. TDRA shall hold current and valid contracts with all environmental review firms selected as a result of TDRA's "Request for Proposals – Environmental review services" (RFP #357-09DR-0004). Grantee understands and agrees that TDRA, at its (or its agent's) sole discretion, shall assign contracted Environmental review firms to all projects requiring such service. Grantee further understands and agrees that full cooperation with the assigned environmental review firm is required and that Grantee will provide, in a timely manner, any and all requested information necessary to complete the environmental review process.

Exception: If Grantee elects to provide environmental review services through in-house staff, or chooses to contract with an Environmental Service Provider using separate funds, then an Environmental Service Provider from TDRA's Master List will not be assigned to review Grantee's projects. Grant funds may be used, and TDRA will pay, for environmental review services that Grantee provides through in-house staff.

Payment for environmental review services rendered will not be included as or paid from the funds allocated in this Contract. TDRA shall determine the reasonableness of each payment amount requested from the environmental review firm(s) and shall make disbursement of any such payment. TDRA shall be responsible for ensuring that environmental review firm(s) adheres to the Project Implementation Schedule timelines as shown in Exhibit E. Should supplemental environmental review become necessary in the course of the contract term, TDRA shall assign an environmental review firm(s) to all projects requiring such service as needed. However, payment for such supplemental environmental review services will be paid from funds allocated in this Contract or local funds should the need for such services arise from an amendment initiated by Grantee.

5. Project Management Services. TDRA shall be responsible for procurement of a Project Management Firm or Company (PMC) to facilitate compliance with 24 CFR Section 85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances. TDRA shall hold a current and valid contract with the PMC selected as a result of TDRA's "Request for Qualifications for Project Management Services" (RFQ #357-09DR-0005). Grantee understands and agrees that the PMC will serve as TDRA's representative and, at TDRA's request and sole discretion, provide design engineering and other project related services to any or all projects described in Exhibit A, Performance Statement.

Grantee understands and agrees that TDRA reserves the right to replace Grantee's selected design engineering firm(s), or other professional services firms associated with Grantee's projects and contracted by TDRA, should the selected firm(s) fail to adhere to the Project Implementation Schedule timelines for key project activities as shown in Exhibit E, or otherwise fail to satisfy their performance obligations under their Contract with TDRA. In the event of such failure to perform, in whole or in part, by Grantee's selected Grant Administrator, then TDRA may assume this role; and/or by Grantee's selected Design Engineer(s), then the PMC may step into this role to complete the project(s). Grantee will bear the cost of the PMC replacing the Grantee's design engineer and such cost will be assessed against Grantee's grant award. Grantee further understands and agrees that whether Grantee elects to self-administer services, or selects a service provider(s) from TDRA's Master List(s), full cooperation with the PMC is required; and that Grantee will provide, in a timely manner, any and all requested information necessary for the PMC to ensure the timely completion of the key project activities as set forth in the Project Implementation Schedule, Exhibit E.

6. TDRA shall not be liable to Grantee for any costs incurred by Grantee, or any portion thereof, which has been paid to Grantee or is subject to payment to Grantee, or has been reimbursed to Grantee or is subject to reimbursement to Grantee, by any source other than TDRA or Grantee.

7. TDRA shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in Section 6 (A) of this Contract.

8. TDRA shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this Contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this Contract.

9. TDRA shall not be liable to Grantee for any costs incurred by Grantee in the performance of this Contract which have not been billed to TDRA by Grantee within sixty (60) days following termination of this Contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this Contract.

10. TDRA shall not be liable for costs incurred or performances rendered by Grantee before commencement of this Contract or after termination of this Contract unless: (a) the costs are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this Contract; (b) the costs incurred by Grantee were for otherwise allowable pre-agreement program costs as set forth in Section 22(J) of this Contract; (c) Grantee has complied with all TDRA's requirements applicable to the Disaster Recovery Grants provided under Public Law 110-329, including: all applicable state and federal laws, such as procurement procedures, applicable environmental, labor, civil rights and acquisition requirements; all provisions of this Contract; and all applicable Texas Community Development Block Grant (CDBG) Disaster Recovery Supplemental funding (TxCDBG-DRS) policies and procedures.

11. TDRA shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not billed to TDRA within ninety (90) days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 19 of this Contract shall be billed to TDRA within twelve months after the end of Grantee's fiscal year that follows the termination date of this Contract. TDRA shall de-obligate all reserved funds not requested under this subsection.

12. TDRA shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with Public Law 110-329, the applicable CDBG regulations, and other U. S. D epartment of Housing and Urban Development (HUD) requirements that govern the use of the funds provided under this Contract.

C. Excess Payments

Grantee shall refund to TDRA any sum of money which has been paid to Grantee by TDRA, which TDRA determines has resulted in overpayment to Grantee, or which TDRA determines has not been spent by Grantee strictly in accordance with the terms of this Contract. Such refund shall be made by Grantee to TDRA within thirty (30) working days after such refund is requested by TDRA.

SECTION 4. CONTRACT AMOUNT AND FUNDING ALLOCATION

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by TDRA under this Contract shall not exceed the sum of One Million Ninety-Five Thousand Four Hundred Thirty-Six and No/100 Dollars (\$1,095,436), reflecting the total allocation of disaster recovery funds to Grantee. This contract allocation includes a maximum of No Dollars for engineering/architectural services, and a maximum of No Dollars for planning/project delivery costs that will be distributed in the manner described below.

Funds for the engineering/architectural services and planning/project delivery costs—though allocated to Grantee herein—will be retained and distributed by TDRA directly to the Design Engineer(s) and Grant Administrator(s) selected by Grantee and who contract with TDRA. Alternatively, funds will be paid directly to Grantee if such services are provided in-house, in accordance with the terms of this Contract.

In addition to the maximum contract amount specified above, funds for the cost of performance of required environmental review services will be allocated to Grantee and paid on Grantee's behalf as follows. Funding for environmental review services will be retained by TDRA. TDRA will pay and bear the cost of the initial environmental review related to projects under this Contract, and any subsequent environmental review necessitated by finding(s) made during the initial environmental review process. *Exception: TDRA will not pay or bear the cost of, and grant funds may not be used for, contracted services rendered by providers outside of TDRA's Master Lists.*

SECTION 5. METHOD OF PAYMENT

A. Grantee shall request payment under this Contract by submitting to TDRA—at the designated office location—a completed Request for Payment form accompanied by detailed documentation supporting the request, and a State of Texas Purchase Voucher, as specified by TDRA. TDRA shall determine the reasonableness of each payment amount requested and shall not make disbursement of any payment until TDRA has reviewed and approved such request.

B. Grantee's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this Contract, and shall be timed as closely as possible to be in accord with actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfers of funds from TDRA to Grantee and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this Contract, it is expressly understood and agreed by the parties that payments under this Contract are contingent upon Grantee's full and satisfactory performance of its obligations under this Contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

E. The amount of funds paid on behalf of the community for administration cost (which is included in the Planning/Project Delivery costs in the Budget, Exhibit B) will be determined by a current and valid contract between TDRA and the grant administration firm. The amount of funds paid will be either a fixed-rate based on the amount of the grant awarded herein and the number of construction projects as described in the Performance Statement, Exhibit A, or an Itemized Pricing Structure for Local Project Delivery (Administrative) Expenses.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this Contract, Grantee shall, in performing under this Contract, comply with the Regulations in Exhibit D and, for matters not addressed therein, with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule"), as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (TEX. GOV'T CODE Chapter 783). The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by the Uniform Grant Management Standards (UGMS) and the terms and conditions of this Contract.

B. Grantee shall comply with the requirements set forth in 24 CFR Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this Contract.

Grantee shall maintain records of the receipt and accrual of all program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of program income to TDRA with each form submitted by Grantee in accordance with Section 8 of this Contract. All program income must be returned to TDRA on at least a quarterly basis and must be reported to TDRA in perpetuity.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, 24 CFR Section 570.490 of the Regulations in Exhibit D, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Grantee shall retain such records, and any supporting documentation, for the greater of these three (3) periods: (i) three (3) years from closeout of the HUD disaster recovery grant to the state of Texas, not the closeout of this Contract; (ii) a date consistent with the period required by other applicable laws and regulations as described in 24 CFR 570.487 and 570.488; or, (iii) if notified by TDRA that audit issues have not been fully resolved, the date TDRA accepts Grantee's audit or TDRA resolves to its satisfaction the audit issues. If an expenditure or audit report has been waived, the retention period is based on the other two (2) dates alone.

B. Grantee shall give the United States Department of Housing and Urban Development, the Inspector General, the Government Accountability Office, the Auditor of the State of Texas, an office or agency of the State of Texas, TDRA, the PMC, or any of TDRA's other duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Grantee pertaining to this Contract. Such rights to access shall continue as long as the records are retained by Grantee. Grantee agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (TEX. GOV'T CODE Chapter 552).

C. Grantee shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. Grantee shall submit to TDRA such reports on the operation and performance of this Contract as may be required by TDRA including but not limited to the reports specified in this Section 8.

B. Grantee shall submit a Quarterly Progress Report to TDRA no later than the fifteenth day of the month after the end of each calendar quarter of the contract period specified in Section 2, and continuing until all funds have been expended and all expenditures reported. The Quarterly Progress Report shall be in a format prescribed by TDRA and shall include a report of the progress, in narrative form, of all construction and non-construction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget. The Quarterly Progress Report may also include information about the uses of funds during the applicable quarter including (but not limited to) the project names; activity descriptions, locations, and beginning/ending dates; national objective compliance; non-CDBG funding source information; and performance measure details.

C. Grantee shall submit a Certificate of Expenditures to TDRA no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by TDRA. The Certificate of Expenditures shall be in a format prescribed by TDRA and shall be accompanied by a final Project Completion Report of all activities performed under this Contract.

D. In addition to the limitations on liability otherwise specified in this Contract, it is expressly understood and agreed by the parties that if Grantee fails to submit to TDRA in a timely and satisfactory manner any report required by this Contract, TDRA may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee. If TDRA withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by TDRA until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

E. Grantee is required to immediately report to TDRA any incident of criminal misapplication of TxCDBG-DRS funds, or other instances of fraud affecting TxCDBG-DRS funds or related projects, associated with this Contract.

SECTION 9. MONITORING

TDRA reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, TDRA shall provide Grantee with a written report of the monitor's findings. If the monitoring reports note deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract, as provided in Sections 17 and 18 of this Contract.

SECTION 10. INDEPENDENT GRANTEE

It is expressly understood and agreed by the parties that TDRA is contracting with Grantee as an Independent Grantee, and that Grantee, as such, agrees to the extent allowed by law to hold TDRA harmless and to indemnify TDRA from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Grantee under this Contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Grantee may subcontract for certain performances described in this Contract without obtaining TDRA's prior written approval. TDRA will be liable for the procurement of the contracted services described in Section 3(B) of this Contract, and will be liable for holding a current and valid contract with the providers of those specified services. For subcontracts to which the federal labor standards requirements apply, Grantee shall submit a Subcontractor Eligibility form, as specified by TDRA, for each proposed subcontract, and obtain TDRA's prior written approval. Grantee, in subcontracting for any performances described in this Contract, expressly understands that in entering into such subcontracts, TDRA is in no way liable to Grantee's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that Grantee obtain TDRA's prior written approval of a subcontractor's eligibility, be construed as relieving Grantee of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Grantee. TDRA's approval under Section 11 does not constitute adoption, ratification, or acceptance of Grantee's or subcontractor's performance. TDRA maintains the right to insist upon Grantee's full compliance with the terms of this Contract, and by the act of approval under Section 11, TDRA does not waive any right of action which may exist or which may subsequently accrue to TDRA under this Contract.

C. Grantee shall comply with 24 CFR Section 85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this Contract.

D. Grantee shall retain the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by Grantee until TDRA determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 12. CONFLICT OF INTEREST

A. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Chapter 171, Texas Local Government Code and 24 CFR 570.489(h) of the federal regulations.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this Contract or any other CDBG contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one (1) year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Grantee or of a subcontractor of Grantee.

D. Grantee shall include the substance of this section in all subcontracts.

SECTION 13. NONDISCRIMINATION, RELIGIOUS ACTIVITY, AND FAITH-BASED ORGANIZATIONS

A. Grantee shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this Contract.

B. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this Contract. Grantee shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by Grantee under this Contract shall involve, nor shall any portion of the funds received by Grantee under this Contract, be used to engage in inherently religious activities. Funds made available under this Contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds made available under this Contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this Contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this Contract. Grantee shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development on faith-based activities at 24 CFR §570.200(j).

SECTION 14. LEGAL AUTHORITY

A. Grantee assures and guarantees that Grantee possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Grantee has obligated itself to perform.

B. The person or persons signing and executing this Contract on behalf of Grantee, or representing themselves as signing and executing this Contract on behalf of Grantee, do hereby warrant and guarantee that he, she or they have been duly authorized by Grantee to execute this Contract on behalf of Grantee and to validly and legally bind Grantee to all terms, performances, and provisions set forth.

C. TDRA shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Grantee or the person signing this Contract to enter into this Contract or to render performances. Grantee is liable to TDRA for any money it has received from TDRA for performance of the provisions of this Contract, if TDRA has suspended or terminated this Contract for reasons enumerated in this Section 14.

SECTION 15. LITIGATION AND CLAIMS

Grantee shall give TDRA immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against Grantee arising out the performance of any subcontract; and 2) any claim against Grantee, the cost and expense of which Grantee may be entitled to be reimbursed by TDRA. Except as otherwise directed by TDRA, Grantee shall furnish immediately to TDRA copies of all pertinent papers received by Grantee with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this Contract, any alterations, additions, or deletions to the terms of this Contract shall be by amendment in writing and executed by both parties to this Contract.

B. It is understood and agreed by the parties that performances under this Contract must be rendered in accordance with the Act, applicable regulations, assurances and certifications made to TDRA by Grantee, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas regarding the operation of the TxCDBG-DRS Program. Accordingly, and in order to ensure the legal and effective performance of this Contract by both parties, the parties agree that the provisions of the TxCDBG Project Implementation Manual apply to this Contract, and that any amendments thereto are automatically incorporated into this Contract without written amendment as follows: TDRA may from time to time during the period of performance of this Contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this Contract. Such policy directives shall be promulgated by the Deputy Executive Director for Disaster Recovery (or the Deputy Executive Director's designee(s)) in the form of TxCDBG-DRS issuances, and shall have the effect of qualifying the terms of this Contract and shall be binding upon Grantee, as if written herein. However, such policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Contract so as to release TDRA of any obligation specified in Section 4 of this Contract to reimburse costs incurred by Grantee prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal or State law or regulations are automatically incorporated into this Contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, Grantee may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this Contract, or otherwise requiring TDRA's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this Contract as specified in Section 4, but does not exceed \$25,000.
2. The transfer will not change the scope or objective of the projects funded under this Contract; and
3. Grantee submits a budget revision report to TDRA, on a form specified by TDRA, simultaneously with the submission of Grantee's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 17. SUSPENSION

Notwithstanding the provisions of TEX. GOV'T CODE Chapter 2251, in the event Grantee fails to comply with any term of this Contract, TDRA may, upon written notification to Grantee, suspend this Contract in whole or in part and withhold further payments to Grantee, and prohibit Grantee from incurring additional obligations of funds under this Contract.

SECTION 18. TERMINATION

A. TDRA may terminate this Contract for cause based upon the failure of Grantee to comply with the terms and/or conditions of the contract, provided that TDRA give Grantee written notice specifying Grantee's failure. If within thirty (30) days after receipt of such notice, Grantee has not either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceed diligently to complete such correction and thereafter maintain agreed upon performance standards, then TDRA may, at its option, give notice of default to Grantee and terminate this Contract on the date specified in such notice. However, if TDRA determines that Grantee is ineligible to receive the contract, TDRA may immediately terminate the contract without further obligation to Grantee.

B. Either of the parties to this Contract shall have the right to terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, Grantee shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs thereunder. TDRA shall not be liable to Grantee or to Grantee's creditors for costs incurred after termination of this Contract.

D. Notwithstanding any exercise by TDRA of its right of suspension under Section 17 of this Contract, or of early termination pursuant to this Section 18, Grantee shall not be relieved of any liability to TDRA for damages due to TDRA by virtue of any breach of this Contract by Grantee. TDRA may withhold payments to Grantee until such time as the exact amount of damages due to TDRA from Grantee is agreed upon or is otherwise determined.

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SECTION 19. AUDIT

A. Grantee shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. (a) **Audit Required-Federal Awards.** Grantees expending \$500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133 - Revised as of June 27, 2007 "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, TDRA may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 19, "Federal Financial Assistance" means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in OMB Circular A-133 §.205(h) and §.205(i). The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) **Audit Required-State Financial Assistance.** Grantees that expended \$500,000 or more in State Financial Assistance for any fiscal year, beginning with fiscal years *ending January 31, 2004 and after, shall have a single or program specific audit* conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and the Uniform Grant Management Standards as adopted June 2004. For purposes of this Section 19, "State Financial Assistance" (or cost reimbursement contract) means assistance that non-state entities receive or administer in the form of grants, loans, loan guarantee, property (including donated surplus properties), cooperative agreements, interest subsidies, insurance, food commodities, and other assistance, but does not include amounts received as a reimbursement for services rendered to individuals as described in §.205 (f). "State Financial Assistance" (or cost reimbursement contract) is received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State financial assistance also does not include federal awards as defined by OMB Circular A-133.

2. **Audit Expenses.** Notwithstanding Section 4, Grantee may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by TDRA under this Contract, provided however that TDRA shall not make payment for the cost of such audit services until TDRA has received a satisfactory audit report and invoice, as determined by TDRA, from Grantee; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services. Therefore, when submitting a request for audit fees reimbursement, Grantee shall submit an invoice that clearly shows the total cost of the audit and the corresponding prorated charge per funding source. In addition, when applicable, an explanation shall be submitted with the reimbursement request supporting why the percentage of audit fee charges exceeds the percentage amount of TxCDBG-DRS funds expended of the total funds expended by Grantee.

3. Grantee shall submit one (1) copy of the report of such audit to TDRA within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of Grantee's audit period (i.e., after Grantee's fiscal year end). Grantee shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by TDRA or its authorized representative. Grantee shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and Grantee contact information, including contact person, mailing address, telephone, fax number and e-mail address. Grantee shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to Grantee by its CPA firm. Failure by Grantee to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under any TxCDBG Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements after paragraphs "A-1 through 3" of this Section 19, Grantee shall submit within sixty (60) days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if Grantee has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report in accordance with the UGMS, Subpart C-Post Award Requirements, §__.26 Audit, item (d). If Grantee did not exceed the threshold, Grantee shall include with the ACF or statement, a list of all open TDRA contracts providing financial assistance and the corresponding activity. Failure by Grantee to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under any TxCDBG Program, and the issuance of new contracts for funding awards.

5. Pursuant to Title 1 of the Texas Administrative Code (TAC) §5.167(c), "Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant and Contract Management Standards". UGMS §__.400 requires "Recipients who are required to have a single audit and receive state or federal awards for more than one state agency shall have a state single audit coordinating agency. The governor's office shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Grantee has the responsibility to make this request to the governor's office pursuant to 1 TAC §5.167(c)(2) which states: "To have a state single audit coordinating agency designated a recipient must submit a written request to the Governor's Budget and Planning Office, P.O. Box 12428, Austin, Texas 78711. This request must list the state agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit."

B. Notwithstanding Subsection A of this Section 19, TDRA reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this Contract. Grantee agrees to permit TDRA or its authorized representative to audit Grantee's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. Grantee understands and agrees that it shall be liable to TDRA for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement to TDRA of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

D. Grantee shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as TDRA may require of Grantee. Grantee shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. TDRA shall not release any funds for any costs incurred by Grantee under this Contract until TDRA has received a copy of any audit report required by this Section 19.

E. Grantee shall procure audit services through an open, competitive process at least once every four (4) years. The auditor shall retain working papers and reports for a minimum of three (3) years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to TDRA at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards.

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. Grantee Responsibilities

1. Grantee understands and agrees that, while TDRA is responsible for procurement and assignment of environmental services on Grantee's behalf unless such services are self administrated, by signing this Contract Grantee shall assume final responsibility for all environmental review responsibilities required of Responsible Entities in the assumption of authority for decision-making and action delegated by the U.S. Department of Housing and Urban Development (HUD) under the National Environmental Policy Act (NEPA), other provisions of law that further the purpose of NEPA, as specified in 24 CFR Part 58, and with all other terms, provisions, and requirements set forth in this Contract. In accordance with Section 58.77(b) of such regulations, Grantee further understands and agrees that Grantee shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

2. Grantee understands and agrees that Grantee, or any of its duly authorized representatives, shall, in a timely manner, prepare and present full and complete project site descriptions to TDRA, or any of its duly authorized representatives, including the Environmental Service Provider, as necessary for the conduct of any activities required by this Section 20. Grantee understands and agrees that environmental review services, and funding therefore, will be provided in accordance with procedures described below.

3. Grantee understands and agrees that if, after an environmental review has been paid for by TDRA, Grantee voluntarily chooses to change projects (*i.e.*, the change, for whatever reason, is not mandated or required by a finding(s) made during the environmental process), then Grantee shall have the responsibility for and bear the cost of such additional environmental review(s).

B. TDRA'S Responsibilities

Grantee understands and agrees that TDRA will perform the following functions related to projects that are the subject of this Contract unless they are self-administered:

1. Project Assignment.

TDRA will assign the Environmental Service Provider for a community using an Environmental Service Provider Work Order ("Work Order"). Each Work Order will be approved in writing by the Deputy Executive Director of Disaster Recovery (or the Deputy Executive Director's designee); and the approved Work Order must be signed and accepted by Environmental Service Provider; and signed by Grantee/Grantee's authorized representative. Upon acceptance of the work assignment, Environmental Service Provider will return a copy of the signed and executed Work Order to TDRA. Each signed and executed Work Order will be made a part of, and will be governed by the terms and conditions of, the Contract between TDRA and the Environmental Service Provider.

TDRA will determine, and include in the Work Order, the level of review required for Grantee's project(s), in most cases based on the classification of the project(s) as requiring an Environmental Assessment (EA), or being Categorically Excluded (CE) or Exempt. On rare occasion, a project may be classified as requiring an Environmental Impact Statement (EIS). Should this unlikely situation arise, TDRA will negotiate with Environmental Service Provider the level of compensation and the expected performance schedule before any work on the EIS is commenced. To the extent possible, TDRA will group activities that are geographically or functionally as a single project that requires one (1) environmental review. If TDRA determines that aggregation is not possible, or that various activities are not integrally related, then the projects will be handled separately with individual environmental reviews.

2. TDRA Furnished Resources

Should the State Historic Preservation Office (SHPO) require a survey to be conducted, TDRA will bear the cost of such survey, and the deadline for submission of the project deliverable will be extended.

TDRA will assign an TDRA staff person to the contract with the Environmental Service Provider, who will provide oversight of the activities conducted thereunder. Notwithstanding Environmental Service Provider's responsibility for management during the performance of the contract services, the assigned TDRA staff will be the principal point of contact on behalf of TDRA and will be the principal point of contact for Environmental Service Provider concerning the conduct of the environmental review services.

TDRA will contract the services of a program management firm (PMC) to serve as an extension of its staff and administer the Disaster Recovery Program. The Environmental Service Provider is expected to fully cooperate with the PMC in all efforts related to grant project environmental reviews for Grantee.

Should Environmental Service Provider fail to properly perform the necessary environmental review activities set forth below and in the executed Work Order, or otherwise fail to satisfy performance obligations under its Contract with TDRA, in whole or in part, then TDRA may cancel and replace the Environmental Service Provider on any or all projects under said Contract.

C. Environmental Service Provider Responsibilities

Grantee understands and agrees that Environmental Service Provider will perform the following duties and responsibilities to satisfy environmental clearance requirements on Grantee’s behalf:

Environmental Service Provider will confirm the level of review for the project(s) as designated by TDRA. If Environmental Service Provider believes that the level of environmental review designated is incorrect, or if subsequently during the review process Environmental Service Provider becomes aware that the designated level of review may be incorrect, then Environmental Service Provider must as soon as practicable, request in writing from TDRA that its Work Order be amended.

Environmental Service Provider must perform all of the environmental responsibilities, and follow all applicable environmental review processes and procedures, required of a Responsible Entity under 24 CFR Part 58 on behalf of Grantee. In doing so, Environmental Service Provider must comply with the provisions of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) regulations contained in 40 CFR parts 1500 through 1508, including the requirements set forth in this part, and all applicable HUD Environmental Standards.

Upon receipt of the project site descriptions for Grantee’s projects, set forth in Grantee’s Performance Statements, Environmental Service Provider will begin the environmental review process and perform all of the actions required of a responsible entity to ensure compliance with the provisions set forth in 24 CFR Part 58 and in accordance with the schedule below:

<u>Levels of Environmental Review</u>	<u>Schedule for Completion</u>
Environmental Assessments (24 CFR 58.36)	90-days
Categorically Excluded (24 CFR 58.35)	60-days
Exempt (24 CFR 58.34)	30-days
Environment Impact Statement (24 CFR 58.37)	Additional Activity, subject to Negotiation and a New Work Order

<u>Additional Services</u>	<u>Schedule for Completion</u>
Including, but not limited to items listed in Section 2.B.1. of this Contract	Additional Activity, subject to Day-for-Day Extension and Amended Work Order

NOTE: The timeframe will be revised appropriately and at the sole discretion of TDRA or its agent in the event of extraordinary circumstances (e.g., an archeological survey is required by the SHPO; or the project(s) is located within a flood plain, etc.). Revised timeframes for project completion shall be reflected in a new or Amended Work Order, as applicable.

Environmental Service Provider must report to TDRA the status of each project review at 30, 60, and 90-day intervals.

Environmental Service Provider must conduct the review of Grantee projects in accordance with applicable environmental clearance procedures in accordance with 24 CFR Part 58, Subpart E, as summarized in part below, and in accordance with the timelines set forth in the executed Work Order **(Strict compliance with applicable notice requirements is necessary, and the failure to provide proper notice, even by one (1) day, will result in the billing invoice and report being returned to Environmental Service Provider to correct the error):**

1. Environmental Assessment

Environmental Service Provider must prepare a written Environmental Assessment of Grantee's project activities in accordance with 24 CFR Part 58, Subpart E, and the TxCDBG Project Implementation Manual. Environmental Service Provider must publish, in the manner prescribed in 24 CFR Sections 58.43 and 58.45, a combined legal notice in a single publication: A Finding of No Significant Impact (FONSI) wherein Environmental Service Provider or any of its duly authorized representatives, certifies that, as a result of the Environmental Assessment, the project is not an action which may or will significantly affect the quality of the human environment, and a Notice of Intent to Request Release of Funds (NOI/RROF).

Environmental Service Provider must then provide the public with at least fifteen (15) calendar days to comment on this combined notice following its publication date, unless exceptional circumstances exist as specified in 24 CFR Section 58.46. If no unresolved problems occur, Environmental Service Provider must submit to Grantee and then to TDRA the following documents with supporting documentation. Grantee shall retain this document package as part of the environmental review record:

- a. Request for Release of Funds and Finding of No Significant Impact Certification Form (form HUD 7015.15);
- b. Statutory Checklist (Covering 24 CFR Part 58.5) and HUD Compliance Documentation Checklist (Covering 24 CFR Part 58.6);
- c. Published FONSI and NOI/RROF;
- d. Publisher's Affidavit (only needed if sending a photocopy of the publication and not an original full page of the newspaper with publication title and date);
- e. Map(s) of the project locations showing city or county boundaries; and
- f. Project Descriptions

Upon submittal of the specified documents to TDRA, TDRA must allow a fifteen (15) calendar day comment period to expire before formal release of any project funds subject to the environmental review regulations. Environmental Service Provider must comply with all other applicable environmental requirements and document its compliance in its environmental review file.

2. Categorically Excluded

Environmental Service Provider must complete a written Finding of Categorical Exclusion, as applicable under 24 CFR Section 58.35(a), which cites the subsection of Section 58.35(a) by which the activities or projects funded under this Contract are categorically excluded from the National Environmental Policy Act (NEPA) requirements of 24 CFR Part 58. Environmental Service Provider must then publish a Notice of Intent to Request Release of Funds (NOI/RROF) in the manner prescribed in 24 CFR Section 58.43 and 58.45. Environmental Service Provider must provide the public with at least seven (7) calendar days to comment on the Notice following its publication date. Finally, Environmental Service Provider must submit to Grantee (for retention as part of the environmental review record) and then to TDRA the following documents:

- a. Request for Release of Funds and Certification Form (form HUD 7015.15);
- b. Certification of Categorical Exclusion (Subject to 58.5) (CFR 58.35(a));
- c. Compliance Documentation Checklist (CFR 58.6);
- d. Published NOI/RROF;
- e. Publisher's Affidavit (only needed if sending a photocopy of the publication and not an original full page of the newspaper with publication title and date);
- f. Map(s) of the project locations showing city or county boundaries; and
- g. Project Descriptions

Upon submittal of the specified documents to TDRA, TDRA must allow a fifteen (15) calendar day comment period to expire before formal release of any project funds subject to the environmental review regulations. Environmental Service Provider must comply with all other applicable environmental requirements and must document its compliance in its environmental review file.

3. Exempt

Environmental Service Provider must submit to Grantee for signature as the Responsible Entity, and provide to TDRA a copy of, the following:

- a. Written Certification of Exemption
- b. Compliance Documents Checklist 58.6
- c. Project Description

Grantee shall retain this document package as a part of the environmental review record.

4. Environmental Impact Statement

In the event that there is a Finding of Significant Impact, in which the Request for Release of Funds for the project is an action which may significantly affect the quality of the human environment, then the Environmental Service Provider must [after negotiations with TDRA and issuance of a Work Order] prepare an Environmental Impact Statement in accordance with Subpart F or Subpart G of 24 CFR Part 58.

5. Environmental Review Record

Environmental Service Provider will give the original Environmental Review Record (ERR), including all supporting source documentation, to Grantee who must maintain a written ERR of the review undertaken for its projects, and a copy of the ERR, including all related source documentation to TDRA. However, the original certification will be filed with TDRA and a copy given to Grantee.

SECTION 21. CITIZEN PARTICIPATION WAIVER AND ALTERNATIVE REQUIREMENTS

A. Provisions of Federal Notice [Docket No. FR-5256-N-01] entitled “Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Appropriations”, and relating to the supplemental funding for natural disasters that occurred in 2008 (Public Law 110-329) expressly provides that the citizen participation requirement is waived. This waiver removes the mandate for public hearings or meetings, at either the state or local government level, as the method for disseminating information or collecting citizen comments about proposed projects under this funding. However, while public hearing or meeting requirements are waived, Grantee must ensure that all citizens have equal and ongoing access to information about the projects; including, but not limited to, ensuring that project information is available in the appropriate languages for the geographical area served by the jurisdiction. Information furnished to citizens shall include, but not be limited to:

1. The amount of TxCDBG-DRS funds expected to be made available;
2. The range of activities that may be undertaken with the TxCDBG-DRS funds;
3. The estimated amount of the TxCDBG-DRS funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
4. The proposed TxCDBG-DRS activities likely to result in displacement and the entity’s anti-displacement and relocation plan.

B. Complaint Procedures: Grantee must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Citizens must be made aware of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

C. Technical Assistance: When requested, Grantee shall provide technical assistance to group’s representative of persons of low and moderate income in developing proposals for the use of TxCDBG-DRS funds. The level and type of assistance shall be determined by the applicant/recipient based upon the specific needs of the community's residents.

D. Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the “2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide”; Grantee’s complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

SECTION 22. SPECIAL CONDITIONS

A. As provided for in Public Law 110-329, the contract funds may not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency (FEMA), the Army Corps of Engineers (Corps), any other federal funding source, or covered by insurance. Grantee shall ensure that any request for payment submitted to TDRA under this Contract does not include a fund request for costs for activities reimbursable by or for which funds are made available by FEMA, the Corps, any other federal funding source, or covered by insurance. Further, none of the funds made available under this Contract may be used by Grantee as a matching requirement, share, or contribution for any other federal program.

B. TDRA shall not release any funds for any costs incurred by Grantee under this Contract until TDRA has received a copy of Grantee's previous fiscal year audit report or certification from Grantee that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Contract. TDRA shall specify the content and form of such certification.

C. TDRA shall not be liable to Grantee for any costs incurred by Grantee under this Contract until TDRA receives a properly completed Depository/Authorized Signators Form, as specified by TDRA from Grantee.

D. Grantee shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this Contract until Grantee has received the applicable prevailing wage rates from TDRA.

E. In accordance with Section 18 of this Contract, this Contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 20 of this Contract have begun by such date.

F. TDRA shall not be obligated to release any funds for any costs incurred by Grantee under this Contract until Grantee has provided to TDRA any additional information related to the project described in Exhibit A that TDRA determines necessary to complete the application or to otherwise satisfy any TxCDBG-DRS program or Texas Disaster Recovery Grant Action Plan requirement.

G. Grantee shall ensure that any request for payment submitted to TDRA under this Contract does not include a request for funds for costs that have been reimbursed from other sources.

H. Grantee shall, to the fullest extent necessary, pursue resolution of all compliance findings, collect identified disallowed costs, submit timely bankruptcy filings, provide any required documentation, attend administrative hearings, provide court testimony, and submit documentation to the Texas Attorney General for further collection efforts and participate in the process provided under applicable HUD regulations for any actions that HUD may take to address corrective and remedial actions associated with funding provided under this Contract.

I. Grantee must take steps, as directed by TDRA, to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of this Contract and procurements made under this Contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify TDRA and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this Contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this Contract.

J. Public buildings, facilities, and centers constructed with TDRA TxCDBG-DRS assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three (3) feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TDRA Tx CDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

“This project is funded by the Texas Department of Rural Affairs of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

K. Pre-Agreement Costs. Notwithstanding Section 3(B)(10), Grantee shall be allowed to incur costs prior to the commencement date specified in Section 2, but not prior to July 23, 2008 for damages caused by Hurricane Dolly or September 13, 2008 for damages caused by Hurricane Ike. Such costs may only be incurred for activities described in Exhibit A, Performance Statement, provided that these activities meet the requirements of 24 CFR Part 570, Subpart I and 24 CFR Part 58. Pre-agreement engineering and grant administration costs are eligible beginning (but not prior to) April 1, 2009, the date the Master Lists for Design Engineers and Grant Administrators were released by TDRA.

L. Memoranda of Understanding/Interlocal Agreements. Prior to TDRA’s release of funds, in any case where Grantee is acting as the representative of or on behalf of other local government entities or private service providers, Grantee and each other local government entity or private service provider being represented shall enter into a Memorandum of Understanding (MOU) or Interlocal Agreement which contains provisions defining: (1) the relationship between Grantee, the other local government entity or private service provider and TDRA; (2) the path of communication to be used between Grantee, the other local government entity or private service provider and TDRA; (3) a mechanism for resolving conflicts or disputes; (4) clear delineation of access rights being given and rights of way being shared as relate to activities specified in Exhibit A, Performance Statement; (5) the maintenance by Grantee of receipts and documentation pertinent to this Contract, including furnishing such records to TDRA as required; and (6) the manner in which projected annual operations and maintenance expenses associated with the project(s) will be handled.

M. National Flood Insurance Program Compliance. Grantee shall provide documentation to TDRA prior to release of funds which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.

Grantee understands and agrees that, where activities specified in Exhibit A, Performance Statement involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required. In those instances, such flood insurance must be obtained prior to contract termination and maintained as evidenced by a policy declaration form. A copy of the policy declaration form is to be provided to TDRA and kept as part of the contract documentation.

N. Project Mapping/Design Information. Grantee shall receive, from the Engineer(s) that provide design engineering services for Grantee, and maintain a copy (in written and/or digital format) of the final project record drawing(s) engineering schematics, as constructed using funds under this Contract.

O. Water System Improvements.

1. Prior to TDRA's release of funds for the construction of the water system improvements described in Exhibit A, Performance Statement, of this Contract, Grantee shall provide certification to TDRA that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities from the Master List of Qualified Engineering Firms, or their duly authorized representative, or Grantee's other registered professional engineer (as described in Section 4) and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction and prior to TDRA's release of funds for such activities, Grantee shall provide documentation to TDRA that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority, for the area to be served has been issued by TCEQ.

P. Sewer System Improvements. Prior to TDRA's release of funds for the construction of the sewer system improvements described in Exhibit A, Performance Statement, of this Contract, Grantee shall provide certification to TDRA that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities from the Master List of Qualified Engineering Firms, or their duly authorized representative, or Grantee's other registered professional engineer (as described in Section 4) and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217. Further, prior to TDRA's release of funds for construction of sewer lines/additional service connections described in Exhibit A, Performance Statement, of this Contract, Grantee shall provide to TDRA notification of start of construction of any sewer treatment plant or other system-related improvements included in this Contract.

Q. Building Construction. Prior to TDRA's release of funds, Grantee shall provide documentation to TDRA that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. Construction documents covering subject facilities must be submitted to TDLR for an accessibility plan review if the estimated construction costs are \$50,000 or more.

R. Use of Local Funds. Prior to TDRA's release of funds, Grantee shall submit to TDRA documentation (i.e., a resolution) of its local funding commitment of \$3,187,660 for completion of the project funded under this Contract.

SECTION 23. DEBARMENT

By signing this Contract, Grantee certifies that it will not award any funds provided under this Contract to any party which is, debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Grantee shall receive the certification provided by TDRA from each proposed subcontractor under this Contract and its principals.

SECTION 24. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Grantee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Grantee, the State of Texas, or the government of the United States.

SECTION 25. INDEMNIFICATION AND LIMITATION OF LIABILITY

Grantee shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TDRA, its officers, and employees and Grantees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of Grantee or any agent, employee, subcontractor, or vendor in the execution or performance of any contract with Grantee resulting from this Contract. Grantee shall coordinate its defense with the Texas Attorney General as request by TDRA. This section is not intended to and shall not be construed to require Grantee to indemnify or hold harmless the state or TDRA for any claims or liabilities resulting from the negligent acts or omissions of TDRA or its employees.

TDRA may, in addition to other remedies available to it at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee, or may proceed against the performance and payment bonds, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

SECTION 26. COMPLIANCE WITH CIVIL RIGHTS LAWS

Grantee agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990. Additionally, to the extent applicable, Grantee shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (41 CFR part 3); the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5); and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

Grantee agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 27. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

SECTION 28. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

Grantee agrees to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this agreement. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 135.3 a) (2) and (a)(3).

SECTION 29. CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS

Grantee agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

SECTION 30. ENERGY EFFICIENCY

Grantee shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat.871).

SECTION 31. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Grantee in accordance with Section 3 of this Contract:

1. Exhibit A, Performance Statement
2. Exhibit B, Budget
3. Exhibit C, Certifications
4. Exhibit D, Applicable Laws and Regulations
5. Exhibit E, Project Implementation Schedule

SECTION 32. VENUE

For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

THUS DONE AND SIGNED on the date(s) shown below:

**Robert N. Pinkerton Jr., Mayor
City of South Padre Island**

**Charles S. (Charlie) Stone, Executive Director
Texas Department of Rural Affairs**

Date: _____

Date: _____

EXHIBIT A

CONTRACT NO. DRS010177

PERFORMANCE STATEMENT

City of South Padre Island

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Dolly on July 23, 2008, the city's fire station failed to function as a result of flooding due to hurricane force winds which damaged a rear portion of the roof allowing water to damage the interior of the fire station. The failure of the facility to function threatened the public health, safety, and welfare of all served by this facility due to the health threat posed by compromised emergency services. The city is in need of adequately sized fire station that meets state and federal requirements.

Fire Protection Facilities and Equipment-10

Grantee shall construct an approximately eighteen thousand square feet (18,000 s.f.) building with reinforced concrete slab, necessary plumbing systems, electrical systems, telecommunications systems, heating, ventilating, and air conditioning (HVAC) system, Americans with Disabilities Act (ADA) compliant kitchen and restroom facilities, interior finish out, and perform site work associated with construction. The building will be used as a fully functional fire protection facility. Construction shall take place near the 100 block of West Huisache Street, South Padre Island, Texas. The installation of this new facility will ensure adequate fire protection for the city.

These activities shall benefit two thousand four hundred fifty-five (2,455) persons, of which six hundred seventy-four (674) or twenty-seven percent (27%) are of low to moderate income.

Engineering-30

Grantee shall ensure that the amount of TDRA funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning / Project Delivery-33

Grantee shall ensure that the amount of TDRA funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
17.	Rehabilitation of Private Properties (Housing)	\$	\$	\$
17a.	Rehabilitation of Private Properties (Water Service)	\$	\$	\$
17b.	Rehabilitation of Private Properties (Sewer Service)	\$	\$	\$
17c.	Rehabilitation – Housing Reconstruction	\$	\$	\$
17d.	Rehabilitation – Emergency Repairs	\$	\$	\$
18.	Rehabilitation of Public Residential Structures	\$	\$	\$
19.	Public Housing Modernization	\$	\$	\$
19a.	Homeownership Assistance	\$	\$	\$
19b.	Affordable New Housing	\$	\$	\$
20.	Clearance Demolition Activities	\$	\$	\$
21.	Historic Preservation	\$	\$	\$
22.	Removal of Architectural Barriers	\$	\$	\$
23.	Code Enforcement	\$	\$	\$
24.	Acquisition	\$	\$	\$
25.	Relocation Payments & Assistance	\$	\$	\$
26.	Economic Development Loan	\$	\$	\$
27.	Economic Devel. Interest Subsidy	\$	\$	\$
28.	Economic Devel. Loan Guarantee	\$	\$	\$
29.	Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30.	Engineering/Architectural Serv. (Total for all construction accounts)	\$ -0-	\$ 465,800 ^{1,2}	\$ 465,800
31.	Planning Study (NOT TO EXCEED 16%)	\$	\$	\$

EXHIBIT B

CONTRACT NO. DRS010177

BUDGET

City of South Padre Island

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$	\$	\$
1b. Sewer Facilities	\$	\$	\$
2. Solid Waste Disposal Facilities	\$	\$	\$
3. Other Public Utilities (Gas)	\$	\$	\$
4. Street Improvements	\$	\$	\$
5. Flood and Drainage Facilities	\$	\$	\$
5a. Flood and Drainage – Debris Removal	\$	\$	\$
6. Neighborhood Facilities/ Community Centers	\$	\$	\$
7. Senior Centers	\$	\$	\$
8. Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9. Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10. Fire Protections Facilities and Equipment	\$ 1,095,436	\$ 2,779,385 ^{1,2}	\$ 3,874,821
11. Parking Facilities	\$	\$	\$
12. Pedestrian Malls and Walkways	\$	\$	\$
13. Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14. Specially Authorized Public Facilities and Improvements	\$	\$	\$
15. Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16. Interim Assistance	\$	\$	\$

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
32.	General Administration	\$	\$	\$
32a.	COG Administration	\$	\$	\$
33.	Planning / Project Delivery	\$ -0-	\$ -0-	\$ -0-
	TOTALS	\$ 1,095,436	\$ 3,245,185 ^{1,2}	\$ 4,340,621

¹City of South Padre Island

²FEMA and Insurance Proceeds

EXHIBIT C

CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT, THE CITY OF SOUTH PADRE ISLAND, CERTIFIES THAT;

- (1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;
- (2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000A ET SEQ.) AND THE FAIR HOUSING ACT (42 U.S.C. 3901 ET SEQ.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY TDRA;
- (3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY TDRA;
- (4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, GRANTEE CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).
- (5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY TDRA.
- (6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

CITY OF SOUTH PADRE ISLAND

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING", IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Grantee shall comply with the Act and Regulations specified in Section 3 of this Contract and with the OMB Circular and federal regulations specified in Sections 6 and 7 of this Contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by Grantee under this Contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d *et seq.*); 24 CFR Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 CFR Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be operated in accordance with 24 CFR Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 *et seq.*);

The Copeland "Anti-Kickback" Act (18 U.S.C. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 [below]. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) Historic Properties

(1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects.

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., p. 559, particularly section 2(c).

(3) Federal historic preservation regulations as follows:
36 CFR part 800 with respect to HUD programs

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

(1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see §55.10 of this subtitle A.)

(2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121 particularly sections 2 and 5.

(c) Coastal Zone Management

(1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

(d) Sole source aquifers

(1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e).

(2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149.)

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

(1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).

(2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51)(other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)

(2) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

(k) Other requirements

See 24 CFR Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 CFR Part 42, and 24 CFR Section 570.606.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

EXHIBIT E

PROJECT IMPLEMENTATION SCHEDULE

City of South Padre Island

Grantee Schedule

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Engineering Activities																										
Complete Preliminary Engineering																										
Complete Design Survey																										
Complete Plans and Specs																										
Bid and Award Construction Contract																										
Start Construction																										
Construction Complete																										

Fire Protection Facilities and Equipment Schedule

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Engineering Activities																										
Complete Preliminary Engineering																										
Complete Design Survey																										
Complete Plans and Specs																										
Bid and Award Construction Contract																										
Start Construction																										
Construction Complete																										

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