

**CITY OF SOUTH PADRE ISLAND
ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF REGULAR MEETING**

Note: One or more members of the South Padre Island City Council may attend this meeting. If so, this statement satisfies the requirements of the Open Meetings Act

Notice is hereby given that the Economic Development Corporation Board of Directors of the City of South Padre Island, Texas, will hold its **Regular Meeting Tuesday, November 18th, 2014 at 8:30 a.m. at the Municipal Complex Joyce Adams Conference Room, 2nd floor, 4601 Padre Blvd.**, South Padre Island, Texas. Following is the agenda on which action may be taken:

1. **Call to order**
2. **Pledge of Allegiance**
3. **Public Comments and Announcements**

This is an opportunity for citizens to speak to the Board relating to agenda or non-agenda items. Speakers are required to give their name before addressing their concerns. (Note: State law will not permit the Board to discuss, debate, or consider items that are not on the agenda. Citizen comments may be referred to staff or may be placed on the agenda of a future Board meeting.
4. **Discussion and action to approve the funding request from Art Space for \$5,000 per a written Performance Agreement outlining a schedule of additional payroll to be created or retained, capital investment to be made by Art Space, and terms for repayment if Art Space fails to meet the performance requirements specified in the agreement**
5. **Activity update from President Lynne Tate and Manager Cristin Howard of the Birding and Nature Center**
6. **Discussion and action regarding the Draft Lease and Operations Agreement between the EDC and the South Padre Island Birding and Nature Center**
7. **Discussion and action to approve the Financial Reports from the Birding and Nature Center**
8. **Approve the Consent Agenda**
 - 8a. **Approve the Minutes from the Regular Meeting of October 21st, 2014**
 - 8b. **Financial Reports-October 2014**
 - 8c. **Approve excused absence for Joe Townsend from the October Board Meeting**

9. **EDC Executive Director's Activity Report**
10. **Discussion and action regarding a request for \$1,000 to fund the "Tuba Christmas" event as part of the Christmas concert at the tree lighting ceremony**
11. **Discussion regarding participation in economic development activity related to SpaceX**
12. **Discussion and action to appoint two members to the Board of Directors for a two year term –Joanne Williams and Joe Townsend terms expire 12/31/14**
13. **Adjournment**

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 Economic Development Corporation is Conducting Negotiations, or (B) Financial or Other Incentives to the Business Project.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Directors of the City of South Padre Island Economic Development Corporation 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 by November 14th, 2014 at 5:00 p.m., which will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 14th day of November 2014

SEAL



Darla Lapeyre, 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 Jay Mitchim, ADA-designated responsible party, at (956)761-1025.

4.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BETWEEN THE SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT
CORPORATION AND THE SOUTH PADRE ISLAND ART SPACE

Background

The City of South Padre Island adopted an economic development sales tax and created the South Padre Island Economic Development Corporation (SPIEDC) to promote economic development activities as authorized by Chapter 501 and 505 of the Local Government Code. The SPIEDC and the South Padre Island Art Space (Company) wish to enter into this Performance Agreement providing for a one time economic incentive payment for up to a maximum amount of Five Thousand Dollars (\$5,000.00) from the SPIEDC to the Company in consideration of the Company performing the obligations imposed upon as specified in this performance agreement.

Performance Agreement

The SPIEDC and the Company agree as follows:

1. Definitions. In this agreement:

Agreement means this agreement.

Company means South Padre Island Art Space

SPIEDC means the South Padre Island Economic Development Corporation, a non-profit economic development corporation created as authorized by the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art 5190.6, currently codified as Chapter 501 through 505, Tex. Local Government Code

Employee means a person who is an employee of the Company

2. SPIEDC Findings.

By approval of this Agreement, the Board of Directors of the SPIEDC finds that this Agreement complies with the requirements of Section 501.158 or Subchapter D, Section 505 Tex. Local Gov't Code that any direct incentives provided to a business enterprise requires a written performance agreement that includes:

- 1) A schedule of additional payroll or job(s) to be created or retained
- 2) The capital investment to be made; and
- 3) The terms of repayment upon default

3. Company Obligations

- 1) Job Created or Retained. The Company will create and maintain a Shop Manager position from December-February. This position will allow the Company to open for a minimum of 20 hours per week. The manager would be scheduled to work five hours a day, four days a week during the peak season for the Company, December through February.
- 2) Capital Investment. The Company will purchase a computer and LED projector for classes and three sewing machines

3) Proposed Budget.

Wages for new employee	\$2900
FICA for employee	\$ 580
Computer and LED projector	\$1070
3 Sewing Machines	\$ 450

- 4) Company Reimbursement for Breach of Agreement. A material breach of this agreement will occur if the Company fails to create the job and acquire the equipment specified. If the SPIEDC terminates this Agreement because of the Company's breach of any provision as permitted by this Agreement, the Company will, within 60 days following termination, reimburse the SPIEDC One Hundred Percent of the amount given it for remediation

4. SPIEDC Economic Incentive Payments

The SPIEDC will make a **one-time** economic incentive payment to the Company. The Company will provide SPIEDC copies of receipts and payroll documentation within 30 days of the expense incurred as a part of the Agreement.

The SPIEDC is funding this Agreement exclusively from economic development sales taxes it receives under the provisions of the Development Corporation Act of 1979, as amended (currently codified as Chapters 501 - 505, Tex. Local Gov't Code.)

5. Term

This Agreement is effective on the latest date of the two dates signed by the parties below

6. Termination

- 1) Unless terminated earlier as allowed in this Agreement, this Agreement terminates June 1, 2015.
- 2) This paragraph is required by Chapter 2264, Tex. Gov. Code and governs any conflicting provisions of this Agreement. The Company will not knowingly employ undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code. If the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction is a breach of this Agreement and the SPIEDC's authorized representative will send the Company written notice that the Company has violated this paragraph and the Agreement terminates 30 days from the date of the notice.
- 3) Either party may terminate this Agreement during its term as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing. If the party in default fails to cure the default within 60 days of the date of the notice, the party giving notice may terminate the Agreement by written notice to the other party, specifying the date of termination.

- 4) No party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, hurricane, tornado, fire, strike, accident, civil commotion, epidemic, act of government, it agencies or offices, or any other cause beyond the control of the parties during the time, but only for so long as the event of force majeure reasonably prevents performance.

7. Miscellaneous Provisions

- 1) Remedies Cumulative. The rights and remedies provided in this Agreement or under other laws are cumulative and the exercise of any particular right or remedy does not preclude the exercise of any other right or remedy
- 2) Law Governing and Venue. The laws of the State of Texas govern this Agreement and no lawsuit may be prosecuted on this Agreement except in a Court of competent jurisdiction located in Cameron County, Texas.
- 3) Notices. Any notice required to be given by one party to another must be given in writing addressed to the party to be notified at the address set forth below:
 - a. By delivering the notice in person
 - b. By depositing the notice in the U. S. Mail, certified or registered, return receipt requested, postage prepaid
 - c. By depositing the notice with Federal Express or another nationally recognized courier for next service delivery

For the purposes of notice, the addresses of the parties to whom notice is given, until changed by given notice to the other as provided herein, is as follows:

SPIEDC: President, South Padre Island Economic Development Corporation c/o Executive Director of Economic Development, 6801 Padre Blvd., South Padre Island, Texas 78597, Telephone (956)761-6805

Company: South Padre Island Art Space c/o President, 1817 Padre Blvd, Suite 1, South Padre Island, Texas 78597, Telephone (956) 761-2112

- 4) Assignment. The Company may not assign this Agreement to any other person or entity unless the SPIEDC consents in writing to the assignment.

SIGNED AND APPROVED:

South Padre Island Economic Development Corporation

Roy Bailey, President, Board of Directors

DATE: _____

South Padre Island Art Space

Judith Beat, President, Board of Directors

DATE: _____

6.

Lease and Operations Agreement

Basic Information

Date: October 1, 2014

Owner: South Padre Island Economic Development Corporation, an economic development corporation incorporated pursuant to the Texas Local Government Code

Owner's Address: 6801 Padre Blvd., South Padre Island, TX 78597

Tenant/Operator: South Padre Island Birding and Nature Center, Inc., a non-profit corporation

Tenant/Operator's Address: 6801 Padre Blvd., South Padre Island, TX 78597

Tenant/Operator's Trade Name: Birding and Nature Center

Premises/Center

Street address/suite: 6801 Padre Blvd.

City, state, zip: South Padre Island, TX 78597

Term (months): 12 months

Commencement Date: October 1, 2014

Termination Date: September 30, 2015, unless earlier terminated in accordance with the terms of this agreement. The Term will be automatically extended for an additional 12 months unless either Owner or Tenant/Operator gives the other party written notice of intent to terminate at least 60 days before the applicable Termination Date

Base Rent (monthly): \$10.00

Tenant/Operator's Pro Rata Share: currently 100 %

Permitted Use: The "Birding and Nature Center," open to the public, for charitable, educational, cultural, community, scientific and research purposes and events, including, but not limited to, as a nature center providing environmental education and promoting conservation action through programs, classes and other activities; as a sanctuary for the protection of birds, other wildlife and their habitat; as a venue for fundraising, private party, wedding, community, parking concessions and other events; together with uses incidental thereto; and consisting of office, theater and classroom space, meeting space, storage, exhibits, food concession(s), a shop for the sale of nature books and other nature related items, demonstration gardens, interpretive areas and trails, , and driveways and parking areas.

Operating Hours [except Thanksgiving Day and Christmas Day – Premises closed]

Weekdays: 9:00 a.m. to 5:00 p.m.

Saturdays: 9:00 a.m. to 5:00 p.m.

Sundays: 9:00 a.m. to 5:00 p.m.

Tenant/Operator's Insurance: As required by Insurance Addendum

Owner's Insurance: As required by Insurance Addendum

Tenant/Operator's Rebuilding Obligations: If the Premises/Center are damaged by windstorm, hurricane, fire or other elements, Tenant/Operator will be responsible for repairing or rebuilding from insurance proceeds any Tenant/Operator leasehold improvements

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "CAM Charge" means the reasonable cost of ownership, operation, and maintenance of the Common Areas.

A.3. "Common Areas" means all facilities and areas of the Premises/Center that are intended and designated by Owner from time to time for the common, general, and nonexclusive use of owner and all tenants/operators of the Premises/Center, including but not limited to access drives, sidewalks, open areas, parking lots, *etc.* Owner has the exclusive control over and a superior right to manage the Common Areas.

A.4. "Essential Services" means utility connections reasonably necessary for occupancy of the Premises/Center for the Permitted Use, provided, however, that Tenant/Operator shall be responsible for all charges related to Tenant's usage of electricity, water, sewer, gas, cable, telephone and digital services.

A.5. Intentionally omitted.

A.6. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant/Operator is required to maintain.

A.7. "Lienholder" means the holder of a deed of trust covering the Premises/Center.

A.8. "Performance Standards" means the standards set forth on the attached Schedule A.8, as the same are amended and supplemented from time to time. Owner and Tenant/Operator agree to cooperate with each other in scheduling meetings well in advance of each Term so that Owner and Tenant/Operator can mutually agree upon Performance Standards based on the parties' budgets.

A.8. "Rent" means Base Rent plus any other amounts of money payable by Tenant/Operator to Owner.

A.9. "Taxes and Insurance" means all ad valorem taxes and all insurance costs incurred by Owner with respect to the Premises/Center.

B. Tenant/Operator's Obligations

B.1. Tenant/Operator agrees to—

B.1.a. Lease, manage and operate the Premises/Center for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises/Center in their present condition "AS IS," the Premises/Center being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant/Operator's use, maintenance of the condition, and occupancy of the Premises/Center and Tenant/Operator's use of any Common Areas in the Premises/Center; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises/Center or Premises/Center; and (iii) any rules and regulations of the Premises/Center adopted by Owner.

B.1.d. Pay within 10 days after demand by Owner the Base Rent to Owner at Owner's Address.

B.1.e. Use a security/lock system approved by Owner and provide Owner with such keys and codes as are necessary to access all areas of the Premises.

B.1.f. If required by Owner, pay Tenant/Operator's Pro Rata Share of the monthly CAM Charge and monthly Taxes and Insurance on or before the first day of each month. The initial charges are based on Owner's estimates and are set forth in the Basic Terms. Owner may adjust the monthly payment from time to time by notice to Tenant/Operator. If the actual amount of Tenant/Operator's Pro Rata Share of actual costs for any period exceeds the amount paid by Tenant/Operator, Tenant/Operator will pay to Owner the deficiency within fifteen days following notice from Owner; if the amount paid by Tenant/Operator exceeds Tenant/Operator's Pro Rata Share of the actual cost, then the surplus will be credited to the next payment due by Tenant/Operator, or Owner may refund the net surplus.

B.1.g. Reimburse Landlord for the cost of windstorm and flood insurance on the building

B.1.h. Obtain and pay for all utility services used by Tenant/Operator and not provided by Owner.

B.1.i. Pay Tenant/Operator's Pro Rata Share of any utility services provided by Owner, and all charges related to Tenant's usage of electricity, water, sewer, gas, cable, telephone and digital services.

B.1.j. Allow Owner to enter the Premises/Center to perform Owner's obligations, inspect the Premises/Center, and show the Premises/Center to others; and upon reasonable prior notice to Tenant/Operator and at mutually agreeable times, to use the Premises/Center in ways not inconsistent with Tenant/Operator's use.

B.1.k. Repair, replace, and maintain any part of the Premises/Center that Owner is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.l. Keep the sidewalks, service ways, and loading areas adjacent to the Premises/Center clean and unobstructed.

B.1.m. Submit in writing to Owner any request for repairs, replacement, and maintenance that are the obligations of Owner.

B.1.n. (i) Continuously and in good faith conduct on the entire Premises/Center the type of business for which the Premises/Center are leased and established, in an efficient and reputable manner and (ii) except during reasonable periods for repairing, cleaning, and decorating, keep the Premises/Center open to the public for business during Operating Hours so as to produce the maximum amount of Gross Sales.

B.1.o. Meet or exceed the Performance Standards set forth on Schedule A.8 hereto.

B.1.p. Vacate the Premises/Center on the last day of the Term.

B.1.q. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the agreement, identifies any amendments to the agreement, describes any rights to extend the Term or purchase rights, lists defaults by Owner, and provides any other information reasonably requested.

B.1.r. INDEMNIFY, DEFEND, AND HOLD OWNER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES/CENTER. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT/OPERATOR'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF OWNER BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

B.2. Tenant/Operator agrees not to—

B.2.a. Use the Premises/Center for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant/operator's normal business operations or Owner's use of the Premises/Center.

B.2.d. Permit any waste.

B.2.e. Use the Premises/Center in any way that would increase insurance premiums or void insurance on the Premises/Center.

B.2.f. Change Owner's lock system.

B.2.g. Alter the Premises/Center.

B.2.h. Allow a lien to be placed on the Premises/Center.

B.2.i. Assign this agreement or sublease any portion of the Premises/Center without Owner's written consent.

B.2.j. Use the roof of the Premises/Center.

B.2.k. Place any signs to which Owner objects on the Premises/Center.

C. Owner's Obligations

Owner agrees to—

C.1. Lease to Tenant/Operator the Premises/Center for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.2. Obey all laws relating to Owner's operation of the Premises/Center.

C.3. Provide the Essential Services.

C.4. Repair, replace, and maintain the building, including the (i) roof, (ii) foundation, (iii) structural soundness of the exterior walls, including windows and doors, (iv) boardwalks, sidewalks and driveways, (v) elevators and stair systems.

C.5. Return the Security Deposit to Tenant/Operator, less itemized deductions, if any, on or before the sixtieth day after the date Tenant/Operator surrenders the Premises/Center.

C.6. INDEMNIFY, DEFEND, AND HOLD TENANT/OPERATOR HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF OWNER'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT/OPERATOR BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT/OPERATOR.**

D. General Provisions

Owner and Tenant/Operator agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises/Center made by Tenant/Operator will become the property of Owner. Owner may require that Tenant/Operator, at the end of the Term and at Tenant/Operator's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises/Center to the condition existing at the Commencement Date, normal wear excepted.

D.2. Abatement. Tenant/Operator's covenant to pay Rent and Owner's covenants are independent. Except as otherwise provided, Tenant/Operator will not be entitled to abate Rent for any reason.

D.3. Insurance. Tenant/Operator and Owner will maintain the respective insurance coverages described in the Insurance Addendum.

D.4. Release of Claims/Subrogation. **OWNER AND TENANT/OPERATOR RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES/CENTER OR PREMISES/CENTER, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES/CENTER, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS AGREEMENT. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. OWNER AND TENANT/OPERATOR WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises/Center are damaged by casualty and, in Owner's sole discretion, can be restored within ninety days, Owner will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises/Center and any improvements within the Premises/Center that are not within Tenant/Operator's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant/Operator will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant/Operator's Rebuilding Obligations. If Owner fails to complete the portion of the restoration for which Owner is responsible within

ninety days from the date of written notification by Tenant/Operator to Owner of the casualty, Tenant/Operator may terminate this agreement by written notice delivered to Owner before Owner completes Owner's restoration obligations.

D.5.b. If Owner cannot complete the portion of the restoration for which Owner is responsible within ninety days, Owner has an option to restore the Premises/Center. If Owner chooses not to restore, this agreement will terminate. If *Owner* chooses to restore, Owner will notify Tenant/Operator in writing of the estimated time to restore and give Tenant/Operator an option to terminate this agreement by notifying Owner in writing within ten days from receipt of Owner's estimate. If Tenant/Operator does not notify Owner timely of Tenant/Operator's election to terminate this agreement, the agreement will continue and Owner will restore the Premises/Center as provided in D.5.a. above.

D.5.c. To the extent the *Premises/Center* are untenable or inoperable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises/Center cannot be used for the purposes contemplated by this agreement because of condemnation or purchase in lieu of condemnation, this agreement will terminate.

D.6.b. Whether or not any portion of the Premises/Center is taken by condemnation or purchase in lieu of condemnation, Owner or Tenant/Operator may elect to terminate this agreement if 50 percent or more of the Common Area is taken.

D.6.c. If there is a condemnation or purchase in lieu of condemnation and this agreement is not terminated, Owner will, at Owner's expense, restore the Premises/Center, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.d. Tenant/Operator will have no claim to the condemnation award or proceeds in lieu of condemnation, except for relocation or other benefits that are payable to Tenant/Operator by the condemning authority but that do not reduce the award or proceeds payable to Owner.

D.7. Uniform Commercial Code. Tenant/Operator grants Owner a security interest in Tenant/Operator's personal property now or subsequently located on the Premises/Center. This agreement is a security agreement under the Uniform Commercial Code. Owner may file financing statements or continuation statements to perfect or continue the perfection of its security interest.

D.8. Default by Owner/Events. Defaults by Owner are failing to comply with any provision of this agreement within thirty days after written notice and failing to provide Essential Services to Tenant/Operator within ten days after written notice.

D.9. Default by Owner/Tenant/Operator's Remedies. Tenant/Operator's remedies for Owner's default are to sue for damages and, if Owner does not provide an Essential Service for thirty days after default, terminate this agreement.

D.10. Default by Tenant/Operator/Events. Defaults by Tenant/Operator are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises/Center, and (c) failing to comply within ten days after written notice with any provision of this agreement other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Operator/Owner's Remedies. Owner's remedies for Tenant/Operator's default are to (a) enter and take possession of the Premises/Center, after which Owner may relet the Premises/Center on behalf of Tenant/Operator and receive the rent directly by reason of the reletting, and Tenant/Operator agrees to reimburse Owner for any expenditures made in order to relet, (b) enter the Premises/Center and perform Tenant/Operator's obligations, and (c) terminate this agreement by written notice and sue for damages. Owner may enter and take possession of the Premises/Center by self-help, by picking or changing locks if necessary, and may lock out Tenant/Operator or any other person who may be occupying the Premises/Center, until the default is cured, without being liable for damages.

D.12. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by applicable law. Owner and Tenant/Operator have a duty to mitigate damages.

D.13. Eco-Tourism Project. The Eco-Tourism Project is the Owner's intention to develop at and near the Premises/Center and in conjunction with third parties, a centralized and diversified destination for the promotion and enjoyment by residents and tourists of ecological, biological, and other environmental elements, education and studies, including by way of example and not by limitation a marine science center/aquarium, native grasses plantation, sea turtle and other animal centers, etc. The branding and identity of the Center must therefore be approved by the Owner and developed consistent with any branding and identity program approved by the Owner for the Eco-Tourism Project. Tenant/Operator will recognize the contribution and cooperation of Owner on signage at the Center and in promotional and other appropriate marketing materials specifically related to Tenant/Operator's activities or events at the Center. In addition, Tenant/Operator will coordinate with Owner regarding the inclusion of the branding of the Center as a part of the overall branding and marketing of the Eco-Tourism Project.

D.14. Non-Exclusive Use/Reservation of Owner Rights. The Premises/Center are for the non-exclusive use of Tenant/Operator. Owner reserves the right to

- a. use the Premises/Center or portions thereof for Owner's own use from time to time, and agrees to cooperate with Tenant/Operator in scheduling of events to avoid conflicts;
- b. exclusive use of at least one office in the Premises/Center, as designated by Owner, for use by Owner's Executive Director and staff;
- c. rent portions of the Premises/Center to other tenants/operators upon reasonable notice to Tenant/Operator provided that Owner reasonably accommodates Tenant/Operator's needs for use of the Premises/Center in the event of any such rental; and

d. allow the use of and tie-ins to the Premises/Center for promoting and facilitating the Eco-Tourism Project and its component parts.

D.15. Holdover. If Tenant/Operator does not vacate the Premises/Center following termination of this agreement, Tenant/Operator will become a Tenant/Operator at will and must vacate the Premises/Center on receipt of notice from Owner. No holding over by Tenant/Operator, whether with or without the consent of Owner, will extend the Term.

D.16. Alternative Dispute Resolution. Owner and Tenant/Operator agree to mediate in good faith before filing a suit for damages.

D.17. Attorney's Fees. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.18. Venue. Exclusive venue is in the county in which the Premises/Center are located.

D.19. Entire Agreement. This agreement, its exhibits, addenda, and riders are the entire agreement of the parties concerning the occupation agreement and operation of the Premises/Center by Tenant/Operator. There are no unwritten representations, warranties, agreements, or promises pertaining to the Premises/Center, and Tenant/Operator is not relying on any statements or representations of any agent of Owner, that are not in this agreement and any exhibits, addenda, and riders. This agreement supercedes all prior agreements between the parties concerning the occupation and operation of the Premises/Center by Tenant/Opertor, including that Operations Agreement dated 6/21/11, as the same was subsequently amended.

D.20. Amendment of Agreement. This agreement may be amended only by an instrument in writing signed by Owner and Tenant/Operator.

D.21. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

D.22. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

D.23. Use of Common Areas. Tenant/Operator will have the nonexclusive right to use the Common Areas subject to such reasonable rules and regulations that Owner may prescribe.

D.24. Abandoned Property. Owner may retain, destroy, or dispose of any property left on the Premises/Center at the end of the Term.

Insurance Addendum to Lease

This insurance addendum is part of the lease.

A. Tenant/Operator agrees to maintain—

1. Causes of loss—special form insurance on Tenant/Operator's leasehold improvements and personal property in the Premises/Center in an amount equal to the full replacement cost, including any windstorm insurance coverage desired by Tenant/Operator for its personal property in the Premises/Center.

2. Worker's Compensation insurance covering all of Tenant/Operator's employees.

B. Owner agrees to maintain—

1. Causes of loss—special form insurance upon the building in which the Premises/Center are located in an amount equal to the full replacement cost.

2. Commercial general liability insurance, including contractual liability insurance coverage, covering: (1) the property in which the Premises/Center are located, (2) Owner's operations, and (3) Tenant/Operator's operations within the Premises/Center, in the Building and on the Property, with combined single limits of not less than \$1,000,000 per occurrence for bodily injury or property damage.

3. Windstorm and flood insurance on the building in an amount equal to the full replacement cost.

4. Owner shall maintain the policy for the benefit of Owner and Tenant/Operator. However, Tenant/Operator shall reimburse Owner for all costs associated with the policy.

C. Owner and Tenant/Operator agree that—

The causes of loss—special form insurance policies maintained by them shall contain (a) an agreed evaluation provision in lieu of a co-insurance clause, (b) an increased-cost-of-construction clause, (c) debris removal coverage, and (d) a waiver-of-subrogation clause in favor of the party not carrying the insurance.

D. Authority of Signatories: The person signing on behalf of Owner and Tenant/Operator each represent, warrant and covenant that such person has authority to enter into and sign this lease on behalf of the party for whom each is signing, and that all requisite action by such party

for entering into this lease and authorizing such person to sign on behalf of such party has occurred.

SOUTH PADRE ISLAND ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Its: _____

SOUTH PADRE ISLAND BIRDING AND
NATURE CENTER, INC.

By: _____
Its: _____

SCHEDULE A.8
[Performance Standards]

A.8.1. Budget Submission. On or before May 1 of each calendar year, Tenant/Operator shall submit to Owner and seek approval of a written proposed Budget for the upcoming fiscal year [October 1 through September 30). Owner may approve or disapprove the proposed Budget in Owner's reasonable discretion. Tenant/Operator shall thereafter submit revised proposed Budgets as may be requested by Owner until such time as Tenant/Operator has submitted a Budget acceptable to Owner.

A.8.2. Funding of Budget Shortfalls. Provided that Tenant/Operator has met the Performance Standards set forth in this Schedule, Owner shall pay Tenant/Operator expenditures approved by Owner.

A.8.3. Monthly Financial Reports. At the regularly scheduled monthly meetings of Owner, Tenant/Operator shall provide Owner with monthly financial reports, including Cash Flow, Balance Sheet, and Profit/Loss Statements for the period previous to the current period, prepared by a certified public accountant according to generally accepted principals consistently applied.

A.8.4. Standards: The parties agree to meet and develop mutually agreeable performance standards by March 1, 2015, which performance standards each party will present to its next regularly-scheduled Board for approval by such party. The approved performance standards shall become an amendment to this lease.

7.

MEMORANDUM

DATE: 11/12/2014
TO: SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT CORPORATION
FROM: SOUTH PADRE ISLAND BIRDING & NATURE CENTER
SUBJECT: ADVANCE REQUIRED FOR NOVEMBER 2014

Payments due (see Accounts Payable 11/12/2014)	\$ 11,334.85
Payroll 11/27/2014	<u>\$ 4,300.00</u>
Total disbursements required	<u>\$ 15,634.85</u>
Less available Operating & Donation (see Balance Sheet 10/16/2014)	\$ (16,451.83)
<u>No advance needed</u>	<u>\$ (816.98)</u>

3:50 PM

11/12/14

Accrual Basis

SPI BIRDING AND NATURE CENTER - NEW
Balance Sheet
 As of November 30, 2014

	<u>Nov 30, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
\$\$BNC Operating 38458	12,451.83
Cash on Hand	
Kiosk Cash	500.00
Petty Cash	250.00
Register Drawer	500.00
Total Cash on Hand	<u>1,250.00</u>
SPI BNC Donation 33545	9,665.61
SPI BNC Loan 38415	4,411.58
Total Checking/Savings	<u>27,779.02</u>
Other Current Assets	
Inventory Asset	26,462.84
Total Other Current Assets	<u>26,462.84</u>
Total Current Assets	54,241.86
Fixed Assets	
Boardwalk	40,750.00
Building Improvement	19,562.01
Furniture and Equipment	10,600.00
Landscape and Grounds	9,000.00
Total Fixed Assets	<u>79,912.01</u>
Other Assets	
Prepaid Insurance	4,331.89
Total Other Assets	<u>4,331.89</u>
TOTAL ASSETS	<u><u>138,485.76</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,334.85
Total Accounts Payable	<u>11,334.85</u>
Other Current Liabilities	
Payroll Liabilities	
FIT and FICA-Medicare	2,294.69
Total Payroll Liabilities	<u>2,294.69</u>
Sales Tax Payable	621.07
Total Other Current Liabilities	<u>2,915.76</u>
Total Current Liabilities	14,250.61
Long Term Liabilities	
Rural Community Enterprise	76,272.31
Total Long Term Liabilities	<u>76,272.31</u>
Total Liabilities	90,522.92
Equity	
Fund Balances	
Board Designated	4,411.02
Donor Designated	9,065.61
Temporarily Restricted	13,309.77
Total Fund Balances	<u>26,786.40</u>

3:50 PM

11/12/14

Accrual Basis

SPI BIRDING AND NATURE CENTER - NEW
Balance Sheet
As of November 30, 2014

	<u>Nov 30, 14</u>
Unrestricted	36,902.22
Net Income	<u>-15,725.78</u>
Total Equity	<u>47,962.84</u>
TOTAL LIABILITIES & EQUITY	<u><u>138,485.76</u></u>

3:56 PM

11/12/14

Accrual Basis

SPI BIRDING AND NATURE CENTER - NEW
Profit & Loss Budget vs. Actual
 October through November 2014

	Oct - Nov 14	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
ADMISSIONS INCOME				
DISCOUNT ADMISSIONS	40.00			
EXTENDED PASS ADMISSIONS	906.00	7,000.00	-6,094.00	12.9%
GENERAL ADMISSIONS	10,836.00	132,000.00	-121,164.00	8.2%
GROUP ADMISSIONS	603.00	18,000.00	-17,397.00	3.4%
Total ADMISSIONS INCOME	12,385.00	157,000.00	-144,615.00	7.9%
BUILDING RENTAL INCOME	50.00	15,000.00	-14,950.00	0.3%
CONTRIBUTIONS				
DONATIONS				
HALLOWEEN	3,200.00			
DONATIONS - Other	1,689.00	25,000.00	-23,311.00	6.8%
Total DONATIONS	4,889.00	25,000.00	-20,111.00	19.6%
Total CONTRIBUTIONS	4,889.00	25,000.00	-20,111.00	19.6%
GIFT SHOP INCOME				
CONSIGNMENT SALES	514.65	13,000.00	-12,485.35	4.0%
GIFT SHOP SALES	9,817.17	97,500.00	-87,682.83	10.1%
Total GIFT SHOP INCOME	10,331.82	110,500.00	-100,168.18	9.4%
Gift Shop Sales	0.00			
Total Income	27,655.82	307,500.00	-279,844.18	9.0%
Cost of Goods Sold				
COST OF GOODS SOLD				
COST OF GOODS CONSIGNMENT	655.90	6,000.00	-5,344.10	10.9%
COST OF GOODS GIFT SHOP	2,659.43	47,500.00	-44,840.57	5.6%
COST OF GOODS SOLD - Other	0.00			
Total COST OF GOODS SOLD	3,315.33	53,500.00	-50,184.67	6.2%
Total COGS	3,315.33	53,500.00	-50,184.67	6.2%
Gross Profit	24,340.49	254,000.00	-229,659.51	9.6%
Expense				
OPERATIONS EXPENSES				
ADVERTISING & PROMOTION	881.50	2,500.00	-1,618.50	35.3%
CREDIT CARD FEES	438.33	6,500.00	-6,061.67	6.7%
DUES & SUBSCRIPTIONS	0.00	185.00	-185.00	0.0%
FUNDRAISING & EVENTS				
HALLOWEEN	546.29			
SPECIAL EVENTS	179.32			
FUNDRAISING & EVENTS - Other	0.00	5,000.00	-5,000.00	0.0%
Total FUNDRAISING & EVENTS	725.61	5,000.00	-4,274.39	14.5%
GIFT SHOP SUPPLIES	0.00	250.00	-250.00	0.0%
INSURANCE	8,977.88	66,000.00	-57,022.12	13.6%
LEGAL & PROFESSIONAL	862.50	7,110.00	-6,247.50	12.1%
LOAN EXPENSE	1,064.59	13,200.00	-12,135.41	8.1%
LOCAL MEETINGS	19.00	250.00	-231.00	7.6%
MAINTENANCE & REPAIRS	775.16	3,000.00	-2,224.84	25.8%
OFFICE	59.82	2,500.00	-2,440.18	2.4%
PAYROLL SERVICE	58.63	700.00	-641.37	8.4%
POSTAGE	68.99	300.00	-231.01	23.0%
SOFTWARE	85.52	1,400.00	-1,314.48	6.1%
SUPPLIES	262.25	3,000.00	-2,737.75	8.7%
TOOLS & EQUIPMENT	234.90	2,000.00	-1,765.10	11.7%
TRAINING	0.00	250.00	-250.00	0.0%
TRAVEL	0.00	2,000.00	-2,000.00	0.0%
Total OPERATIONS EXPENSES	14,514.68	116,145.00	-101,630.32	12.5%
POS Inventory Adjustments	0.00			

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11/12/14

Accrual Basis

SPI BIRDING AND NATURE CENTER - NEW
Profit & Loss Budget vs. Actual
 October through November 2014

	Oct - Nov 14	Budget	\$ Over Budget	% of Budget
SALARIES AND BENEFITS				
GIFT SHOP ATTENDANTS	3,692.71	31,000.00	-27,307.29	11.9%
JANITOR	2,955.08	19,600.00	-16,644.92	15.1%
MAINTENANCE	2,323.85	14,100.00	-11,776.15	16.5%
MANAGER	6,153.84	40,000.00	-33,846.16	15.4%
PAYROLL TAXES	1,157.10	8,710.00	-7,552.90	13.3%
Total SALARIES AND BENEFITS	16,282.58	113,410.00	-97,127.42	14.4%
SERVICE CONTRACTS				
AIR CONDITIONING	310.00	3,900.00	-3,590.00	7.9%
ARGUS SECURITY	90.96	1,800.00	-1,709.04	5.1%
BACKGROUND CHECKS	0.00	200.00	-200.00	0.0%
CLEANING SUPPLIES	146.75	3,000.00	-2,853.25	4.9%
COMPUTER COPIER I.T.	1,158.78	20,400.00	-19,241.22	5.7%
DRINKING WATER	36.39	400.00	-363.61	9.1%
EBIRD TRAIL TRACKER	0.00	650.00	-650.00	0.0%
ELEVATOR	1,067.28	4,200.00	-3,132.72	25.4%
KIOSK LEASE	1,729.60	7,000.00	-5,270.40	24.7%
LAWN & GROUNDS	1,059.68	12,800.00	-11,740.32	8.3%
LINENS MOPS MATS	0.00	500.00	-500.00	0.0%
PEST CONTROL	78.00	940.00	-862.00	8.3%
TELEPHONE & INTERNET				
ATT EMERGENCY LINES	427.90	2,520.00	-2,092.10	17.0%
ATT INTERNET	809.29	4,600.00	-3,790.71	17.6%
TELEPHONE SYSTEM	370.50	5,520.00	-5,149.50	6.7%
Total TELEPHONE & INTERNET	1,607.69	12,640.00	-11,032.31	12.7%
WEBMASTER	270.00	1,000.00	-730.00	27.0%
Total SERVICE CONTRACTS	7,555.13	69,430.00	-61,874.87	10.9%
UTILITIES				
TRASH	84.18	1,000.00	-915.82	8.4%
WATER / SEWER	1,146.72	14,000.00	-12,853.28	8.2%
Total UTILITIES	1,230.90	15,000.00	-13,769.10	8.2%
Total Expense	39,583.29	313,985.00	-274,401.71	12.6%
Net Ordinary Income	-15,242.80	-59,985.00	44,742.20	25.4%
Other Income/Expense				
Other Income				
EDC ADVANCE	0.00	78,385.00	-78,385.00	0.0%
INTEREST INCOME	0.56			
VENDING INCOME	146.46	600.00	-453.54	24.4%
Total Other Income	147.02	78,985.00	-78,837.98	0.2%
Other Expense				
Balancing Adjustments	0.00			
HABITAT/CATTAIL MAINTENANCE	630.00	19,000.00	-18,370.00	3.3%
Total Other Expense	630.00	19,000.00	-18,370.00	3.3%
Net Other Income	-482.98	59,985.00	-60,467.98	-0.8%
Net Income	-15,725.78	0.00	-15,725.78	100.0%

8.

DRAFT

**CITY OF SOUTH PADRE ISLAND
ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

MINUTES

Regular Meeting
October 21st, 2014

1. CALL TO ORDER

A regular meeting of the Board of Directors of the City of South Padre Island Economic Development Corporation was held on Tuesday, October 21st, 2014, at the Municipal Complex Joyce Adams 2nd floor Conference Room, 4601 Padre Blvd., South Padre Island, Texas. President Roy Bailey called the meeting to order at 8:30 a.m. Other Board members present were Vice-President Joanne Williams, Treasurer Joe Townsend, and Directors Roxanne Guenzel, Murray Meggison, and William DiLibero. Absent was Director Bob Friedman. Also present were Executive Director Darla Lapeyre; Jenny Lundak, Judith Beat, Peggy Paris, Bob Paris, and Laurie Gaudi of South Padre Island Art Space; and incoming City Council members Julee LaMer and Dennis Stahl. In attendance representing the Birding and Nature Center were President Lynne Tate and Manager Cristin Howard.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS AND ANNOUNCEMENTS

Director Roxanne Guenzel made an announcement regarding early voting and lobbyist Clint Smith as the guest speaker for the Chamber of Commerce Coffee and Conversations on October 23rd at 9 a.m. at Café Kranzler. Director/City Manager Bill DiLibero stated a reception would be held at Isla Grand on October 22nd from 5:30-7 pm for outgoing Mayor Bob Pinkerton, Jr. and outgoing Mayor Pro-temp JoAnn Evans. President Roy Bailey acknowledged incoming Board member, City Manager Bill DiLibero.

4. PRESENTATION BY ART SPACE FOR A FUNDING REQUEST OF \$5,000 FOR BUSINESS DEVELOPMENT AND EXPANSION OF THEIR PROGRAMS- JENNY LUNDAK, VICE-PRESIDENT OF ART SPACE

Jenny Lundak made a presentation to the Board regarding needs of the South Padre Island Art Space and made a request for a grant in the amount of \$5,000. Mrs. Lundak provided a handout explaining what Art Space does in the community and a proposed budget for the amount requested.

5. DISCUSSION AND ACTION TO ACCEPT THE RESIGNATION OF BOARD MEMBER RAMONA KANTACK ALCANTARA EFFECTIVE SEPTEMBER 19, 2014

Upon a motion from Roxanne Guenzel and a second by Joe Townsend, the resignation of Mrs. Kantack Alcantara was unanimously approved.

6. ACTIVITY UPDATE FROM PRESIDENT LYNNE TATE AND MANAGER CRISTIN HOWARD OF THE BIRDING AND NATURE CENTER

The Board received an update of activity regarding the Birding and Nature Center Board of Directors by President Lynne Tate and marketing and operations update by Manager Cristin Howard. Included in their report was fundraising, an upcoming event on the Peregrine Falcon project of tracking and studying the species, a new event-the Halloween Zombie Walk, participation in the Harlingen Rio Grande Valley Birding Festival, school groups and educational programs.

7. DISCUSSION AND ACTION REGARDING THE DRAFT LEASE AND OPERATIONS AGREEMENT BETWEEN THE EDC AND THE SOUTH PADRE ISLAND BIRDING AND NATURE CENTER TO COMMENCE ON OCTOBER 1, 2014

No formal action was taken. The item will be placed on the November agenda.

8. DISCUSSION AND ACTION TO APPROVE THE FINANCIAL REPORTS FROM THE BIRDING AND NATURE CENTER

Upon a motion from Joe Townsend and a second by Murray Meggison, the Board unanimously approved the financial reports from the Birding and Nature Center. No cash advance was requested.

9. APPROVE THE CONSENT AGENDA:

9a. Approve the minutes from the Regular Meeting of September 16th, 2014

9b. Financial Reports-September 2014

9c. Approve excused absence for Murray Meggison from the September Board Meeting

Upon a motion from Joe Townsend and a second by Joanne Williams, the consent agenda was unanimously approved.

10. EDC EXECUTIVE DIRECTOR'S ACTIVITY REPORT

Ms. Lapeyre presented the latest available economic indicators, the meetings and events she attended for the period September 15th, 2014 through October 17th,

2014, a list of upcoming meetings and events, four business inquiries she prepared business startup packets for, the new EDC Board of Directors listing, a primer for local officials regarding the Texas Economic Development Sales Tax she received at the seminar in Houston, the Lone Star Bank statement period ending September 30, 2014, a memorandum regarding a loan application, and a general summary of the duties performed for the EDC and the Birding and Nature Center.

11. DISCUSSION REGARDING PARTICIPATION IN ECONOMIC DEVELOPMENT ACTIVITY RELATED TO SPACE X

Ms. Lapeyre told the Board the EDC, City, Chamber, and CVB participated in a full page ad in the Brownsville Herald welcoming SpaceX. The total cost of the ad was \$1900, with the EDC contributing \$475.

An email address for SpaceX inquiries was shared. This email contact was given to the Chamber to direct businesses and citizens who have questions regarding the Texas Boca Chica launch site. Director Guenzel stated that after the first of the year SpaceX will be open to further community outreach efforts.

12. DISCUSSION AND ACTION TO APPROVE THE FUNDING REQUEST FROM ART SPACE FOR \$5,000 PER A WRITTEN PERFORMANCE AGREEMENT OUTLINING A SCHEDULE OF ADDITIONAL PAYROLL TO BE CREATED OR RETAINED, CAPITAL INVESTMENT TO BE MADE BY ART SPACE, AND TERMS FOR REPAYMENT IF ART SPACE FAILS TO MEET THE PERFORMANCE REQUIREMENTS SPECIFIED IN THE AGREEMENT

Ms. Lapeyre will draft a Performance Agreement for the November meeting. The Board asked for more detail in the Art Space Budget and to include this would be a one-time only grant. Concern was expressed by the Board how the job being created would be sustained. Upon a motion from Bill DiLibero and a second from Joanne Williams the Board voted unanimously to table the item until the November Board meeting.

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:33 a.m.

S E A L

Darla Lapeyre
Executive Director and Board Secretary

APPROVED:

Roy Bailey
President



Memo

To: South Padre Island Economic Development Corporation Board of Directors
From: Rodrigo Gimenez, Finance Director
City of South Padre Island
CC: Darla Lapeyre
Date: November 13, 2014
Re: October 31, 2014 Operating Statement

The October 31, 2014 Operating Statement for the South Padre Island Economic Development Corporation as well as the Balance Sheet as of October 31, 2014 are attached for your review. **Transactions summarized in the statements are those processed through the Finance Department of the City.**

The Birding and Nature Center sales are not reflected in these financial statements, since they took their bookkeeping in house in October 2011.

Sales Tax amounts include the September tax collections sent to the State of Texas in October and distributed to local governments in November. This November allocation payment is accrued for financial statement presentation purposes in the October operating statement.

Due to the end of the fiscal year, additional expenditures may be posted in subsequent weeks in accordance with Generally Accepted Accounting Principles.

Please contact me at rgimenez@MYSPI.org at your earliest convenience should you have any questions.

"A Certified Retirement Community"

**City of South Padre Island
Economic Development Corporation
Balance Sheet
October 31, 2014/2013**

Assets	2014	2013
Cash and cash equivalents	\$526,221	\$374,794
Receivables - Sales Tax	\$57,760	\$62,609
Revolving Loan Receivable	\$76,272	\$88,518
Gift Shop Inventory	\$0	\$0
Due From General Fund	\$0	\$0
Due from EDC Debt Service	\$0	\$0
Due from BNC-Bank fees	\$0	\$115
Prepaid Expenses	\$0	\$0
TOTAL ASSETS	\$660,254	\$526,037
Liabilities and Fund Balances		
Deferred Revenue	\$76,272	\$88,518
Accounts Payable	\$0	\$0
Sales Tax Payable	\$0	\$0
Payroll Taxes Payable	\$314	\$0
Wages Payable	\$0	\$0
Due to General Fund	\$0	\$0
Due to BNC-sales net of bank fees	\$0	\$0
Reserved for Encumbrances	\$0	\$0
Other liabilities	\$0	\$0
Deferred Revenue	\$0	\$0
Total Liabilities	\$76,587	\$88,518
Fund Balance	\$583,667	\$437,519
Total Liabilities and Fund Balance	\$660,254	\$526,037

City of South Padre Island
Economic Development Corporation
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
October 31, 2014/2013

	2014		2013
	Budget	Actual	Actual
<u>REVENUES</u>			
Sales Tax	\$725,000	\$57,760	\$62,609
Revolving Loan Revenue	\$9,000	\$808	\$1,470
Grant Revenue	\$0	\$0	\$0
Interest Revenue	\$3,500	\$273	\$598
BNC Expense Reimbursement	\$0	\$0	\$0
Miscellaneous Revenues	\$100	\$0	\$0
Total Revenue	\$737,600	\$58,841	\$64,677
<u>EXPENDITURES</u>			
General Administrative Expenses	\$617,600	\$41,288	\$39,981
BNC Cash Advances	\$90,000	\$0	\$0
Birding Center Expenses	\$30,000	\$2,282	(\$3,770)
Total Expenditures	\$737,600	\$43,570	\$36,211
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$0	\$15,271	\$28,466
Fund balance - beginning	\$568,397	\$568,397	\$409,053
Fund balance - ending	\$568,397	\$583,667	\$437,519

MEMORANDUM

DATE: November 13, 2014
 TO: EDC Board of Directors
 FROM: Rodrigo Gimenez
 SUBJECT: Financial Report for the One Month Ended October 31, 2014

	Current		YEAR TO DATE		BUDGET PERCENT REMAINING
	Month Actual	Actual	Budget	Variance	
REVENUES					
SALES TAX	57,760	57,760	725,000	(667,240)	-92.03%
BNC EXPENSE REIMBURSEMENT	0	0	0	0	0.00%
REVOLVING LOAN REVENUE	808	808	9,000	(8,192)	-91.02%
MISCELLANEOUS REVENUE	0	0	100	(100)	0.00%
PROGRAMS/EVENTS REVENUE	0	0	0	0	0.00%
INTEREST REVENUE	272	272	3,500	(3,228)	-92.23%
TOTAL REVENUES	58,840	58,840	737,600	(678,760)	-92.02%
GENERAL ADMINISTRATIVE EXPENSES					
PERSONNEL SERVICES	3,683	3,683	73,452	69,769	94.99%
OFFICE SUPPLIES	0	0	1,350	1,350	100.00%
LOCAL MEETINGS	0	0	300	300	100.00%
BOOKS & PUBLICATIONS	0	0	600	600	100.00%
POSTAGE	0	0	200	200	100.00%
MINOR TOOLS & EQUIP.	0	0	1,000	1,000	100.00%
TELEPHONE	56	56	1,200	1,144	95.33%
TRAINING EXPENSE	0	0	1,200	1,200	100.00%
PROFESSIONAL SVCS	69	69	11,500	11,431	99.40%
ADVERTISING	290	290	3,500	3,210	91.71%
TRAVEL	0	0	2,000	2,000	100.00%
PROMOTIONS	700	700	3,000	2,300	76.67%
DUES & MEMBERSHIPS	0	0	1,000	1,000	100.00%
RENTAL	0	0	0	0	0.00%
INSURANCE	0	0	0	0	0.00%
BIRDING PLAN & IMPROVEMENTS	0	0	0	0	0.00%
LOBBYIST	2,083	2,083	25,000	22,917	91.67%
ECONOMIC ACTIVITY INDEX	0	0	5,000	5,000	100.00%
BUSINESS RECRUITMENT/DEVELOPMENT	0	0	35,000	35,000	100.00%
BEACH NOURISHMENT	0	0	0	0	0.00%
TRANSFER FOR BOND PAYMENT	34,407	34,407	412,885	378,478	91.67%
MARINE SCIENCE CENTER	0	0	5,000	5,000	100.00%
OTHER PROJECTS	0	0	34,413	34,413	100.00%
TOTAL GENERAL ADMINISTRATIVE EXPENSES	41,288	41,288	617,600	576,312	93.31%
ADMINISTRATIVE OPERATING RESULTS	17,552	17,552	120,000	(102,448)	
BNC CASH ADVANCE	0	0	90,000	90,000	100.00%

MEMORANDUM

DATE: November 13, 2014
TO: EDC Board of Directors
FROM: Rodrigo Gimenez
SUBJECT: Financial Report for the One Month Ended October 31, 2014

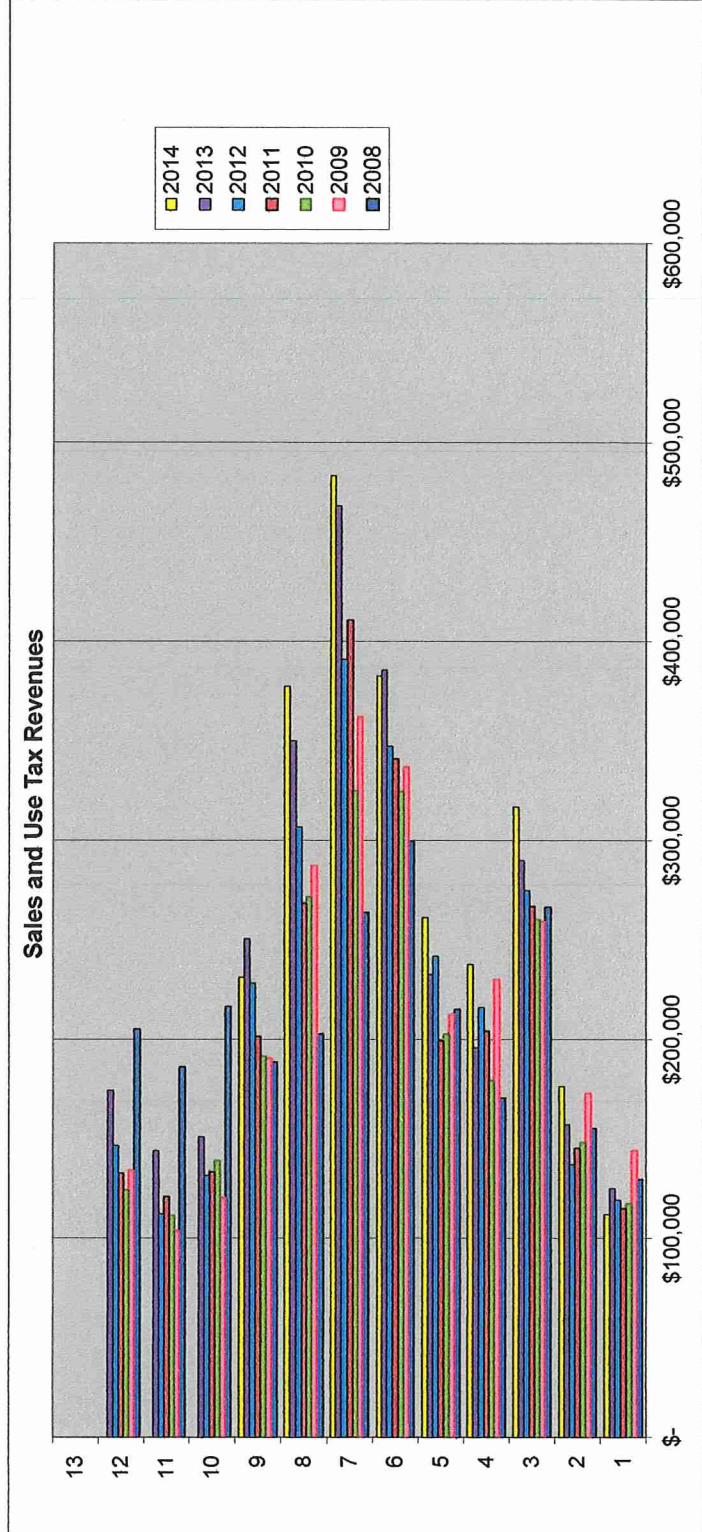
	Current Month		YEAR TO DATE		BUDGET PERCENT REMAINING
	Actual		Actual	Budget	
BIRDING CENTER GENERAL ADMINISTRATIVE EXPENSES:					
INSURANCE	0	0	0	0	0
ELECTRICITY	2,282	2,282	2,282	30,000	27,718
TOTAL BIRDING CENTER GENERAL ADMINISTRATIVE EXPENSES	<u>2,282</u>	<u>2,282</u>	<u>2,282</u>	<u>30,000</u>	<u>27,718</u>
BIRDING CENTER INCOME (LOSS)	<u>(2,282)</u>	<u>(2,282)</u>	<u>(2,282)</u>	<u>(30,000)</u>	<u>(27,718)</u>
TOTAL EDC REVENUES OVER (UNDER) EXPENSES	<u>15,270</u>	<u>15,270</u>	<u>15,270</u>	<u>0</u>	<u>(40,166)</u>

This report reflects transactions recorded for the month of October 2014, with the exception of Sales Tax Revenue. Sales Tax Revenue received in November 2014 for September 2014 sales by merchants in the amount of \$57,760.49 is included in revenue for the October 2014 report.

9.

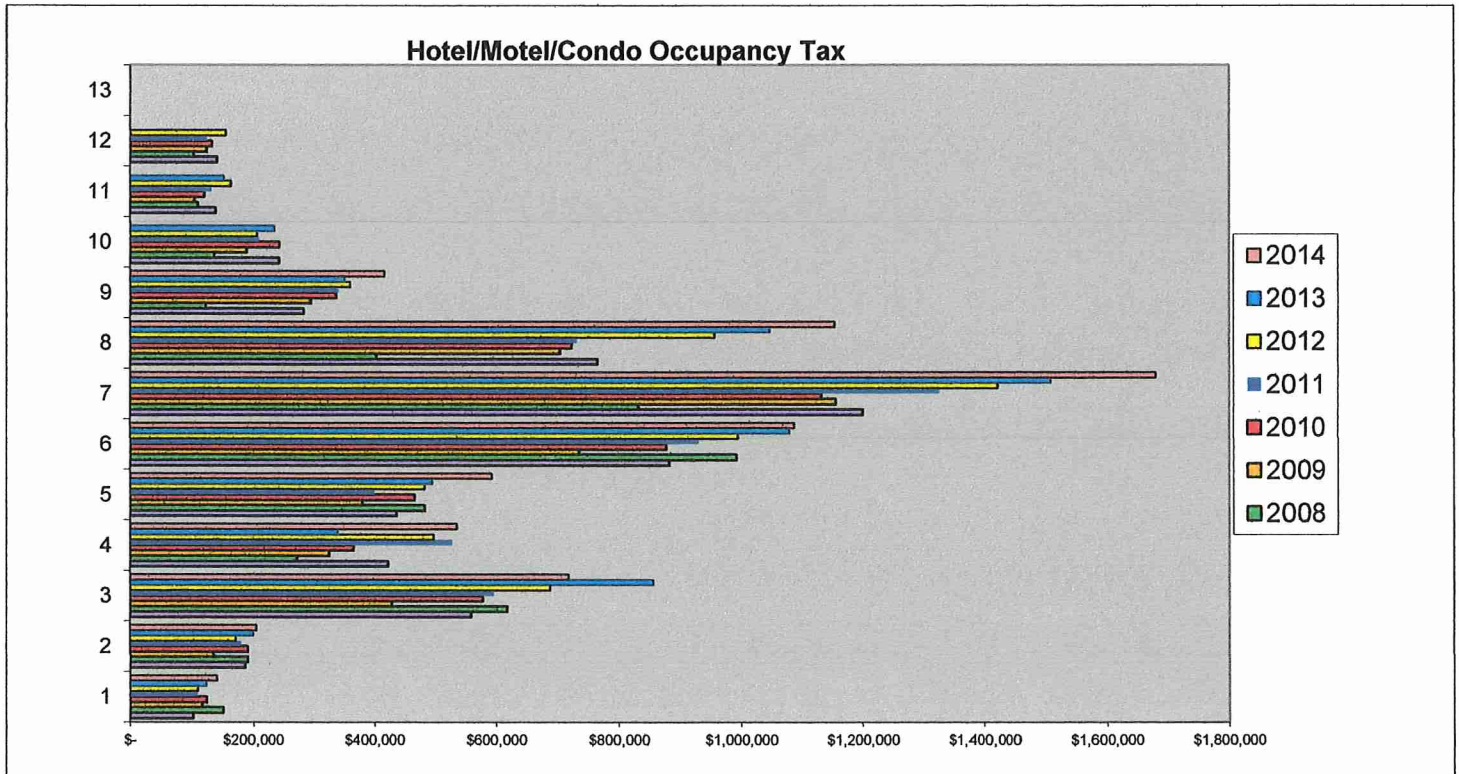
South Padre Island Sales and Use Tax Revenues											
	2008	2009	2010	2011	2012	2013	2014				
								% chng			
January	\$ 129,395	\$ 143,886	\$ 117,419	\$ 114,865	\$ 119,092	\$ 124,955	\$ 111,837	(10.50)			
February	155,116	172,740	148,170	145,004	137,090	156,927	176,331	12.36			
March	266,373	259,180	260,182	266,620	274,677	289,849	316,834	9.31			
April	170,421	230,029	179,469	203,962	215,913	195,868	237,624	21.32			
May	214,976	212,544	202,552	199,176	241,670	232,586	261,170	12.29			
June	299,622	336,693	324,527	340,811	347,206	385,570	382,481	(0.80)			
July	263,580	361,970	324,886	410,556	390,920	467,989	483,156	3.24			
August	202,625	287,118	271,602	268,233	306,588	350,038	377,267	7.78			
September	188,435	190,439	191,347	201,328	228,185	250,437	231,042	(7.74)			
October	216,236	120,202	138,942	133,115	131,407	150,816					
November	186,054	103,605	111,285	120,696	112,229	143,930					
December	205,008	133,951	124,089	132,467	146,595	174,214					
Total	2,497,841	2,552,357	\$ 2,394,470	\$ 2,536,833	\$ 2,651,572	\$ 2,923,179					

NOTE: Percentages of change March vs. April each year are principally the result of the month in which Easter falls. Amounts reported in January are based on January sales, for example, even though reported by the State and received by South Padre Island in March.



South Padre Island Hotel/Motel/Condo Occupancy Tax								
	2008	2009	2010	2011	2012	2013	2014	%
Taxes								change
January	\$ 150,365	\$ 116,614	\$ 123,680	\$ 109,440	\$ 109,774	\$ 123,289	\$ 140,192	13.71
February	190,096	134,788	190,487	180,476	171,451	199,626	204,078	2.23
March	617,746	428,533	577,675	595,805	687,275	855,873	718,514	(16.05)
April	271,794	324,596	364,810	528,026	497,202	338,337	535,518	58.28
May	482,286	380,047	465,445	399,279	482,275	494,883	593,135	19.85
June	991,576	735,283	876,624	929,372	994,101	1,078,509	1,086,514	0.74
July	831,694	1,155,188	1,131,300	1,325,927	1,420,513	1,507,657	1,679,092	11.37
August	402,448	704,214	723,141	731,489	955,899	1,046,929	1,153,488	10.18
September	122,073	294,425	335,734	340,030	359,467	350,530	415,952	18.66
October	135,741	189,390	242,670	208,442	205,150	234,719		
November	109,803	104,782	120,144	131,812	163,655	152,042		
December	103,187	123,877	131,991	123,799	155,338	149,820		
Total	\$ 4,408,809	\$ 4,691,737	\$ 5,283,701	\$ 5,603,897	\$ 6,202,100	\$ 6,532,214		13.22

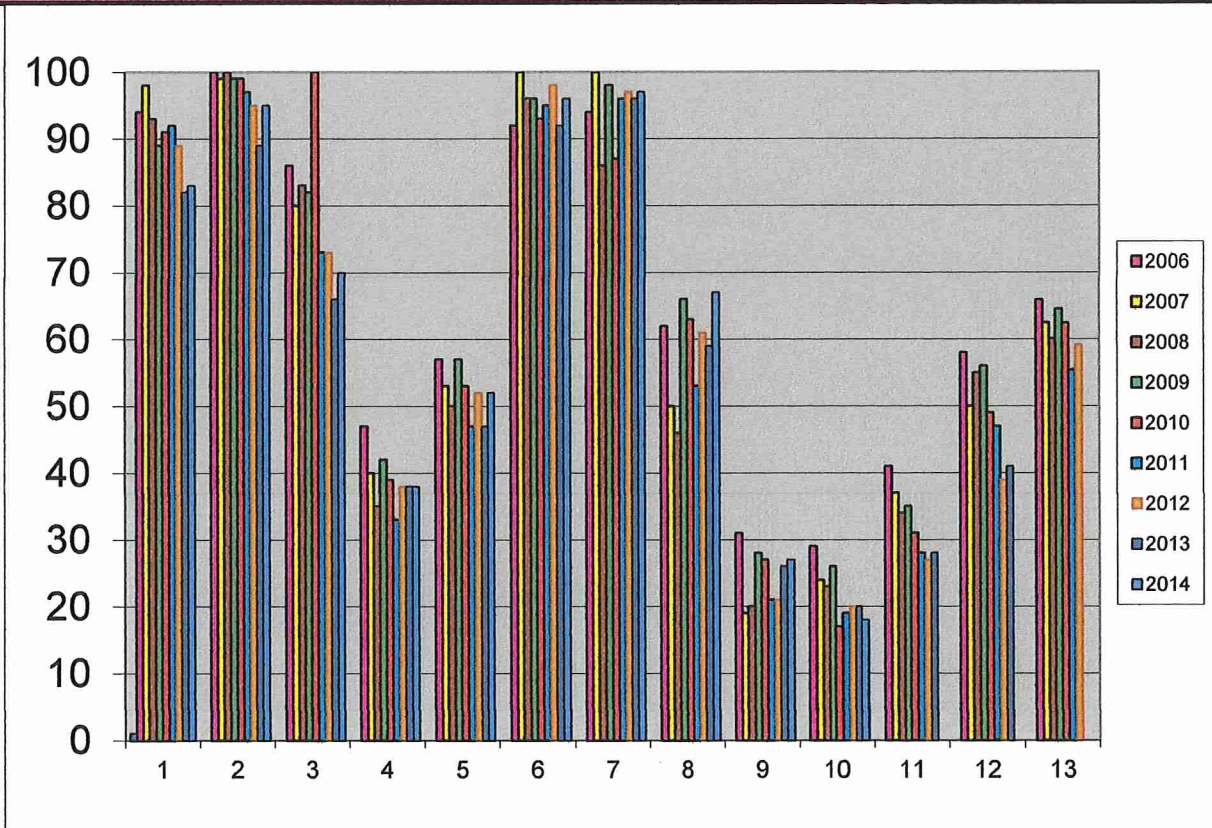
Occupancy tax is 14.5% as of July 2009. 8.5% is collected by the City of South Padre Island monthly, and 6% by the state of Texas quarterly. Any hotel or condo visit longer than 30 days is tax exempt. Percentages of change March vs. April are partially the result of the month in which Easter falls. The monthly occupancy tax reports from the finance office include any late payments received from properties behind in their taxes. The City reports them in the month they are paid.



South Padre Island Property Tax Revenue							
	2008	2009	2010	2011	2012	2013	2014
January	\$ 592,059	\$ 881,608	\$ 633,716	\$ 955,624	\$ 925,441	\$ 768,980	\$ 774,747
February	548,298	826,923	766,443	376,594	498,598	587,833	697,644
March	145,732	113,491	128,325	211,177	488,209	154,633	129,345
April	88,783	139,655	168,093	134,539	125,963	85,060	97,865
May	75,965	124,088	70,190	104,032	117,171	100,790	74,555
June	87,565	70,721	100,376	97,986	93,955	77,075	98,131
July	107,011	124,127	68,581	164,458	222,631	135,249	125,279
August	40,173	48,719	40,920	37,832	63,604	58,877	35,643
September	20,920	8,678	38,286	56,310	33,535	44,457	41,480
October	407,378	1,278,200	1,062,890	552,062	1,716,909	1,953,119	2,035,083
November	2,836,353	2,145,275	2,598,999	1,558,168	2,287,424	1,925,829	
December	344,667	483,388	476,031	1,672,881	493,478	462,976	
TOTAL	\$ 5,294,904	\$ 6,244,873	\$ 6,152,850	\$ 5,921,663	\$ 7,066,918	\$ 6,354,878	
As of October 1:							
Tax rate per \$100	0.24561	0.24561	0.24561	0.2504	0.252071	0.254384	
Taxable value	\$ 2,424,947,973	\$ 2,434,546,327	\$ 2,421,696,820	\$ 2,608,645,628	\$ 2,606,119,273	\$ 2,583,563,287	

Isla Blanca Park Occupancy Rate

629 rental spaces	2006	2007	2008	2009	2010	2011	2012	2013	2014
January	94	98	93	89	91	92	89	82	83
February	100	99	100	99	99	97	95	89	95
March	86	80	83	82	100	73	73	66	70
April	47	40	35	42	39	33	38	38	38
May	57	53	50	57	53	47	52	47	52
June	92	100	96	96	93	95	98	92	96
July	94	100	86	98	87	96	97	96	97
August	62	50	46	66	63	53	61	59	67
September	31	19	20	28	27	21	21	26	27
October	29	24	23	26	17	19	20	20	18
November	41	37	34	35	31	28	27	28	
December	58	50	55	56	49	47	39	41	
Annual Average	66	63	60	65	62	55	59	57	



South Padre Island Building Permit Valuations

	2008	2009	2010	2011	2012	2013	2014
January	\$ 32,533,029	\$ 4,106,664	\$ 6,275,239	\$ 243,630	\$ 552,718	\$ 703,791	\$ 434,335
February	6,709,242	546,134	5,473,877	423,259	1,968,904	330,425	2,117,014
March	3,451,481	4,217,221	456,675	627,539	449,800	1,016,164	271,651
April	2,330,729	2,007,649	444,700	12,105,395	268,337	554,688	412,515
May	2,853,107	5,725,591	3,977,138	1,009,344	915,996	295,625	1,052,261
June	658,999	1,685,895	1,504,846	1,821,047	1,243,528	177,150	1,717,942
July	516,675	618,759	52,590,819	5,411,225	412,100	145,069	160,664
August	8,545,691	4,281,975	975,263	899,292	459,314	2,525,727	80,000
September	11,551,787	657,960	2,436,837	192,228	373,975	692,401	420,475
October	8,175,610	1,662,974	1,295,900	280,511	950,100	885,901	5,000
November	1,626,284	178,888	414,111	8,549,789	2,022,260	1,103,873	889,061
December	2,066,248	1,152,984	1,408,183	1,093,434	773,540	162,116	1,951,240
Total	\$ 81,018,882	\$ 26,842,694	\$ 77,253,588	\$ 32,656,693	\$ 10,390,572	\$ 8,592,930	\$ 2,322,681

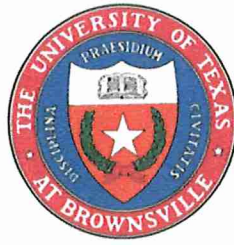
AIRLINE BOARDINGS

	August 2014	August 2013	YTD 2013	YTD 2014	%change
Brownsville	16,162	15,004	120,906	127,907	5.79
Harlingen	46,715	46,666	407,858	409,091	0.30
Total	62,877	61,670	528,764	536,998	1.56

**TOP TEN EMPLOYERS FOR
SOUTH PADRE ISLAND
(Peak Season)**

1. Schlitterbahn Beach Water Park	1016
2. City of South Padre Island	250
3. Isla Grand Resort	230
4. The Pearl Beach Resort	199
5. Sea Ranch Enterprises <i>(includes Sea Ranch, Pier 19, and Laguna Bob's)</i>	154
6. Hilton Garden Inn	150
7. Blackbeard's Restaurant	138
8. Origins Recovery Center	135
9. Louie's Backyard	130
10. La Quinta Inn & Suites	120

Revised 11/01/14-South Padre Island EDC



UTB-Kauffman FastTrac® NewVenture™ Entrepreneurship Program

Building the Future of Your Business

Kauffman FastTrac NewVenture training is coming to the Laguna Madre in January 2015, thanks to a collaborative effort of the Port Isabel Economic Development Corporation, the South Padre Island Economic Development Corporation, and the UTB-Entrepreneurship and Commercialization Center (UTB-ECC).

FastTrac NewVenture provides the tools to develop a business concept, determine the viability of the business concept, and outline the critical steps to a successful business launch. The program encompasses 30 hours of facilitated instruction throughout 10 sessions.

Owning your own business is the American dream. Building it to withstand the test of time requires a unique set of tools. That's where FastTrac NewVenture makes a difference by providing the opportunity to:

- Identify Market Needs
- Understand Business Fundamentals
- Explore Risk and Success Factors
- Network with Entrepreneurship Professionals
- Build a Business Plan
- Access the Human, Financial, and Business Resources

Course Includes

- Experienced Certified Facilitators
- FastTrac Book and Materials
- Access to Kauffman website
- Certificate of Completion

Sponsorship Available Thanks to Port Isabel EDC and South Padre Island EDC

Registration Information

Registration is through December 19th and space is limited. Application is available online at utb.affiliate.fasttrac.org. For more information please call Jose Gavino at 956-882-4119.

Schedule: January 6th – February 26th, 2015. Every Thursday. Times 6:00 to 9:00 p.m.

Location: Port Isabel Events & Cultural Center, and the South Padre Island Birding and Nature Center

South Padre Island Resort Market Analysis



Outline:

Tourism and Visitations Data

1. South Padre Island's General Visitation Trends
 - a. Causeway Traffic and Island Visitation by Market Segment
 - b. Causeway Crossing Effectiveness Index
2. Housing Profile of South Padre Island
 - a. Seasonal Housing Profile of the Gulf Coast and South Padre Island
 - b. Mexican National Buyer Potentials

*Chamber
Quarterly
Luncheon
12/18/14*

Commercial and Retail Market Analysis

1. Projected Demand for Additional Retail Space on South Padre Island
 - a. Retail Competition
 - b. Retail Development Potentials at South Padre Island
 - c. Office and Flex Space Market Trends on South Padre Island

Development Strategies



Date 10/31/14 Page 2
Primary Account XXXXXXXXXXXXX2005
Enclosures

NOW Checking Commercial XXXXXXXXXXXXX2005 (Continued)

Debits and Other Withdrawals

Date	Description	Amount
10/03	Wire Transfer Fee	8.00-
10/31	Paper Statement Fee	2.00-

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
10/01	65,081.54	10/03	66,079.59	10/31	66,091.60

10.

From: William DiLibero <WDiliber@MySPI.org>

To: Darla Lapeyre <SPIEDC@AOL.com>

Subject: Funding for Christmas Concert

Date: Thu, Nov 6, 2014 10:29 am

Attachments: Attachment.html (0), tuba_budget.xlsx (0)

Darla,

I would like to request \$1,000.00 from the EDC to fund a Christmas concert at the Tree lighting ceremony.

The event is Tuba Christmas and would have about 50 to 75 tuba players playing Christmas music as part of the tree lighting ceremony.

I already have commitments from UTB and the Port Isabel School District.

This is an international event that takes place all over the world.

www.tubachristmas.com.

Check it out.

I have attached a spreadsheet indicating funding and have received \$500 from Parks and Rec.

Please place this item on the next EDC agenda.

Thanks,

Bill

William A. DiLibero

City Manager

City of South Padre Island

4601 Padre Boulevard | South Padre Island, TX 78597

Office: (956) 761-8108 | Fax: (956) 761-3888

WDiliber@MySPI.org <<mailto:WDiliber@MySPI.org>> | www.myspi.org

TUBACHRISTMAS BUDGET

Fee for Tuba Christmas

50 horns at \$10 each \$500.00

Music @ \$16 each \$800.00

Refreshments \$200.00

TOTAL \$1,500.00

TUBACHRISTMAS

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What do I need for
TUBACHRISTMAS?

Where is
TUBACHRISTMAS?

TUBACHRISTMAS
Merchandise

TUBACHRISTMAS
Past

HolidayTubas

Tuba and euphonium players are again invited to participate in one or more of the **TUBACHRISTMAS** concerts/events presented throughout the world. Help achieve maximum participation for your area's **TUBACHRISTMAS** concert. Your efforts will be appreciated by tuba and euphonium players everywhere.



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Harvey G. Phillips, President
 THE HARVEY PHILLIPS FOUNDATION, INC.
 TUBACHRISTMAS, P.O. Box 933, Bloomington, IN 47402-0933
 PHONE: (812) 824-8833 FAX: (812) 824-4462
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TUBACHRISTMAS
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TUBACHRISTMAS

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ATTENTION ALL TUBA AND EUPHONIUM PLAYERS

2014 is the 41st anniversary for TUBACHRISTMAS concerts/events which are presented throughout the world. TUBACHRISTMAS was conceived in 1974 by Harvey Phillips as a tribute to his teacher and mentor William J. Bell, born on Christmas Day, 1902. Through the legendary William J. Bell we reflect on our heritage and honor all great artists/teachers whose legacy has given us high performance standards, well structured pedagogy, professional integrity, personal values and a camaraderie envied by all other instrumentalists. The first TUBACHRISTMAS was conducted by Paul Lavalle in New York City's Rockefeller Plaza Ice Rink on Sunday, December 22, 1974. Traditional Christmas music performed at the first TUBACHRISTMAS was arranged by American composer Alec Wilder who ironically died on Christmas Eve, 1980. Wilder composed many solo and ensemble compositions for tuba and euphonium. He was a loyal supporter of every effort to improve the literature and public image of our chosen instruments. Through Alec Wilder we express our respect and gratitude to all composers who continue to embrace our instruments with their compositions and contribute to the ever growing solo and ensemble repertoire for tuba and euphonium.

BECOMING A TUBACHRISTMAS COORDINATOR: If you do not find a TUBACHRISTMAS event in your area and you or your organization is interested in presenting a TUBACHRISTMAS concert or related event, please contact the HARVEY PHILLIPS FOUNDATION (H.P.F.) (address below). TUBACHRISTMAS is a registered and copyrighted property of the H.P.F. Commercial exploitation by any individual or organization is strictly prohibited.

Among other properties of the HARVEY PHILLIPS FOUNDATION, INC, are TUBASANTAS, OCTUBAFEST, SUMMERTUBAFEST, TUBACOMPANY, TUBARANCH, TUBAJAZZ, TUBAQUILLAS, HOLIDAYTUBAS, etc.

THE HARVEY PHILLIPS FOUNDATION, INC. (HPF) is a not-for-profit foundation incorporated in the state of New York and is dedicated to "...developing, expanding, and preserving the music arts..." The Foundation focuses special attention on musical instruments not ordinarily the object of other support. The Foundation facilitates its goals by providing scholarship assistance



to selected established institutions which offer academic and music performance training, by assisting the commission of new compositions and other performing repertoire, by creating opportunities for public performances, by building public audiences which appreciate and support performances of all musical instruments, by presenting public lectures and clinics which impart knowledge and understanding of the urgent and special needs of the music arts and performing musicians, by offering consultant services and public relations expertise to music arts organizations. Donations to The HPF, Inc. are tax-deductible. If you would like more information on how you can become a benefactor, patron, sponsor or contributor, please write to the below address.

*** * * P L E A S E N O T E * * ***

WE WILL NOT BE MAILING THE INTERNATIONAL FLYER. THIS WEB PAGE www.TUBACHRISTMAS.com WILL BE UPDATED AS INFORMATION IS RECEIVED FROM OUR COORDINATORS.

JOIN TUBISTS UNIVERSAL BROTHERHOOD ASSOCIATION
All tuba and euphonium players who participate in TUBACHRISTMAS concerts are encouraged to become active members of [International Tuba Euphonium Association](http://InternationalTubaEuphoniumAssociation.com). For membership information see <https://iteaonline.safesecureweb.com/joinITEA/1974/>.

To order the biography, *Arnold Jacobs: Song and Wind* by Brian Frederiksen, hard cover, send \$29.95
(plus \$3 shipping in the U.S.) to: [WindSong Press](http://WindSongPress.com)-TC - PO Box 146 - Gurnee, IL 60031
(Visa, Mastercard & Amex accepted) Tel: 847-223-4586 FAX (847) 223-4580

[Music for brass from BEWLEYMusic](http://BEWLEYS.com)

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TUBACHRISTMAS
2014

11.

GREETINGS SPACEX

50
Posters
ordered
for
Businesses





REMIT TO: AIM Media Texas
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 40014554 BALANCE DUE \$1,900.00

MKT. CONSULTANT PAT HEADRICK DEPARTMENT MM

CHECK NO. \$1,900.00
AMOUNT PAID

CITY OF S. PADRE ISLAND
PO BOX 3410
SOUTH PADRE ISLAND, TX 78597

Advertising Invoice

INVOICE DATE	INVOICE NO.
10/31/2014	40014554-1014

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
40014554	\$1,900.00	\$0.00	\$0.00	\$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
10/12/14	75111472	1210-BH Spec Sections SpaceX	FP	1,900.00

*
01-512-0540 - \$950.00
CURB 02-594-0533 - 475.00
EXC 80-580-0540 - 475.00

* 1/2 (475 was reimbursed by Chamber.)
ry

NOV 7 2014

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SpaceX Founder Elon Musk Wants To Launch 700 Satellites To Provide Web Access To The World - Report

By [Harichandan Arakali](#) [@bangalorejourn](#) [✉ h.arakali@ibtimes.com](mailto:h.arakali@ibtimes.com) on November 10 2014 10:19 AM

Tech entrepreneur Elon Musk is in preliminary talks on the viability of launching a fleet of 700 light-weight communications satellites that could provide Internet access, [Wall Street Journal reports](#). Musk, founder of Space Exploration Technologies Corp. (better known as SpaceX) and Tesla Motors Inc., is in talks with former Google Inc. executive Greg Wyler, who founded WorldVu Satellites Ltd., on a partnership to build the satellites, the paper reports, citing people familiar with the matter.

The satellites are to be about 250 pounds in weight and about \$1 million apiece, while today's smallest commercial satellites are twice the weight and cost several millions of dollars. At 700, the fleet would be 10 times larger than the largest current fleet of satellites, operated by Iridium Communications Inc., according to the report.

This is Wyler's second effort to launch a large number of satellites, after some satellites launched in an earlier venture called O3b Networks developed technical snags that might reduce their usefulness, the paper reported.

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