

**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, JUNE 1, 2016

5:30 P.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR

4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to order
2. Pledge of Allegiance
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. Presentations and Proclamations:
5. Approve Consent Agenda:
 - a. Approve minutes of May 18, 2016 Regular meeting. (Hill)
 - b. Approve invoices for payment. (Gimenez)
 - c. Approve changes to the Investment Policy for the City of South Padre Island and the South Padre Economic Development Corporation in accordance to the Public Funds Investment Act. (Gimenez)
 - d. Approve the installation of the wording "Community Center" in front of the building for an amount of \$870; and approve Change Order #6 for same amount. (Gutierrez)
 - e. Approve a budget amendment to allocate grant funds for training in the amount of \$1,875. (Perez)
 - f. Approve second and final reading of Ordinance No. 16-12 adding to Chapter 3, Sec. 3-33 requiring pet owners to obtain a pet license in the City of South Padre Island. (Bagley)
6. Discussion and action regarding Outside Agency funding requests. (Hill)
 - a. Boys & Girls Club of Laguna Madre
 - b. El Paseo Arts Foundation - (in-kind services)
 - c. Sea Turtle, Inc.
 - d. Valley Proud Environmental Council
7. Discussion and action to file a motion to intervene on application filed by Texas LNG, Next Decade LNG LLC, including Rio Grande LNG LLC and Rio Bravo Pipeline LLC in order to ensure the City's rights to take action in the future and to oppose these companies from setting up in this area. (Bagley/Metty)

8. Discussion and action related to an Interlocal Agreement with the City of Port Isabel for operation and housing of the Reading Room, a branch of the Port Isabel Public Library. (Jones)
9. Discussion and action to approve Resolution No. 2016-16 removing William DiLibero from the Economic Development Corporation Board of Directors pursuant to Section 505.051(c) of the Local Government Code; and to appoint a replacement to the unexpired term (term ends December 31, 2016). (City Council/EDC)
10. Discussion and action regarding the creation of a new Bay Maintenance position for the Shoreline Management Department to clean and maintain bay endings; and approve a budget adjustment in the amount of \$8,255 from Beach Maintenance funds. (Jones/Gimenez/Delgado)
11. Discussion regarding entering into an agreement with Peter A. Ravella Consulting for grant review, coordination and applications. (Bagley)
12. Discussion and action to approve Resolution No. 2016-17 authorizing an Advance Funding Agreement (AFA) with Texas Department of Transportation for the City's match for the Transportation Alternatives Program (TAP) Grant project and direct the Interim City Manager to execute agreement. (Jones)
13. Discussion and action to approve a budget amendment in the amount of \$20,000 to fund the completion of the Pearl walkway project. (Barrineau)
14. Discussion and action to approve a budget amendment in the amount of \$28,800 for the Executive Search Services for the position of City Manager to be provided by Ralph Anderson and Associates. (Delgado)
15. Discussion and action to award Base Bid and Add-Alt #1 of the Gulf Boulevard Phase 4 Street and Drainage Improvement Phase 4 project to the low bidder, Foremost Paving, Inc. in the amount of \$2,147,840.85. (Gutierrez)
16. Discussion and action to authorize the Interim City Manager to engage a qualified inspector for inspection services related to Gulf Boulevard Phase 4 project. (Jones)
17. Discussion and action to approve Governmental Consulting Agreement with HillCo Partners. (Jones)
18. Update and discussion on current City projects including schedule, timing and reports. (Stahl/Jones)
19. Discussion on the possibility of hiring a staff attorney. (Patel)
20. Adjourn.

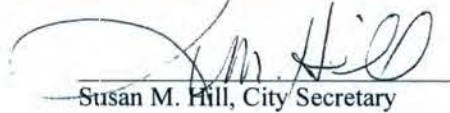
WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA, PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS 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 27TH DAY OF MAY 2016


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 **MAY 27, 2016**, 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 COUNCIL MEETING
CITY OF SOUTH PADRE ISLAND
CONSENT AGENDA**

MEETING DATE: June 1, 2016

ITEM DESCRIPTION

NOTE: All matters listed under Consent Agenda are considered routine by the City Council of the City of South Padre Island 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 May 18, 2016 Regular meeting. (Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve changes to the Investment Policy for the City of South Padre Island and the South Padre Economic Development Corporation in accordance to the Public Funds Investment Act. (Gimenez)
- d. Approve the installation of the wording "Community Center" in front of the building for an amount of \$870; and approve Change Order #6 for same amount. (Gutierrez)
- e. Approve a budget amendment to allocate grant funds for training in the amount of \$1,875. (Perez)
- f. Approve second and final reading of Ordinance No. 16-12 adding to Chapter 3, Sec. 3-33 requiring pet owners to obtain a pet license in the City of South Padre Island. (Bagley)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

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

MEETING DATE: June 1, 2016

NAME & TITLE: Susan Hill, City Secretary

DEPARTMENT: City Manager's Office

ITEM

Approve minutes of May 18, 2016 Regular meeting.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

Approve Minutes

<p style="text-align: center;">MINUTES CITY OF SOUTH PADRE ISLAND CITY COUNCIL REGULAR MEETING</p>

WEDNESDAY, MAY 18, 2016

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, May 18, 2016 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 5:30 p.m. A full quorum was present: Council Member Dennis Stahl, Alex Avalos, Theresa Metty, Alita Bagley and Paul Munarriz. Also present was City Attorney Paul Cunningham.

City staff members present were Interim City Manager Darla Jones, Public Safety Director Randy Smith, Public Works Director Armando Gutierrez, Finance Director Rodrigo Gimenez, Administrative Services Director Wendi Delgado, Environmental Health Director Victor Baldovinos, Shoreline Management Director Patrick Barrineau and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE

Mayor Patel led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS

Public comments and announcements were given at this time.

IV. PRESENTATIONS AND PROCLAMATIONS:

A. PROCLAMATION: PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK

V. APPROVE CONSENT AGENDA:

Mayor Patel announced that Item 5c and 5d would be pulled to be considered separately.

Council Member Avalos made a motion, seconded by Council Member Munarriz to approve Items 5a, 5b, 5e, 5f and 5g on the Consent Agenda. Motion carried unanimously.

Motions for Items 5c

a. APPROVE MINUTES OF MAY 4, 2016 REGULAR MEETING. (HILL)

b. APPROVE INVOICES FOR PAYMENT. (GIMENEZ)

Invoices approved for payment were paid by General Fund checks numbered 135410 through 135499 and EFT payments totaling \$616,782.25.

- c. **APPROVE CHANGE ORDER #4 FOR THE REPLACEMENT OF THE ASPHALT PARKING LOT TO BRICK PAVERS AT THE JOHN L. TOMPKINS PARK IN AN AMOUNT NOT TO EXCEED \$95,000; AND APPROVE BUDGET AMENDMENT FOR THE SAME AMOUNT. (GUTIERREZ)**

Council Member Stahl made a motion to approve Change Order #4 and budget amendment in the amount not to exceed \$60,000 and to use concrete/pavers in place of asphalt for the parking lot at the John L. Tompkins Park. Motion was seconded by Council Member Bagley, which carried on a unanimous vote.

- d. **APPROVE PURCHASE OF EQUIPMENT AND SUPPLIES FOR USE AT THE NEW COMMUNITY CENTER IN THE AMOUNT OF \$6,020.78 AND APPROVAL OF CHANGE ORDER #5 IN THE AMOUNT OF \$5,472.50 FOR THE ADDITION OF A RETRACTABLE SLIDING GATE TO PROVIDE SECURITY TO THE LIBRARY AREA AS REQUESTED BY THE LIBRARY DIRECTOR AND APPROVAL OF BUDGET AMENDMENT FOR \$11,493.28. (GUTIERREZ)**

Council Member Stahl made a motion, seconded by Council Member Metty to approve \$6,020.78 for the purchase of equipment and supplies for the New Community Center, including the budget amendment; and to table approval of Change Order #5 in the amount of \$5,472.50 for the addition of a retractable sliding gate. Motion carried unanimously.

- e. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 16-11 REDUCING THE SPEED LIMIT ON A PORTION OF PADRE BOULEVARD (PR 100) FROM 55 MPH TO 50 MPH. (JONES)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 16-11, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- f. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 16-13 ANNEXING THE REMAINING PORTION OF TOMPKINS CHANNEL (BAY AREA ANNEXATION). (KIM)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 16-13, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- g. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 16-14 REVISING SUBSECTIONS (C) AND (D) OF SEC. 20-21 REQUIRED LANDSCAPING OF CHAPTER 20 ZONING. (KIM)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 16-14, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

VI. PRESENTATION, DISCUSSION AND POSSIBLE ACTION TO FIND AN INTERIM AND PERMANENT LOCATION FOR THE SOUTH PADRE ISLAND MUSEUM. (STAHL)

After discussion with Dennis Franke and Steve Hathcock, co-founders of the South Padre Island Museum, Council Member Bagley made a motion to direct the Interim City Manager to look into the possibility of the SPI Museum partially moving into the Visitors Center immediately and to occupy fully when the building has been vacated in the future. Motion was seconded by Council Member Avalos, which carried unanimously.

VII. DISCUSSION AND POSSIBLE ACTION TO APPROVE FIRST READING OF ORDINANCE NO. 16-12 ADDING TO CHAPTER 3, SECTION 3-33 "PET LICENSING REQUIRED". (BAGLEY) (PULLED FROM THE MAY 4, 2016 CITY COUNCIL MEETING)

Council Member Metty made a motion to approve first reading of Ordinance No. 16-12. Motion was seconded by Council Member Bagley, which carried on a 5 to 1 vote with Council Member Avalos casting a nay vote.

VIII. DISCUSSION AND ACTION TO APPROVE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PADRE ISLAND AND THE FRIENDS OF ANIMAL RESCUE. (BALDOVINOS) (PULLED FROM THE MAY 4, 2016 CITY COUNCIL MEETING)

Mayor Patel made a motion, seconded by Council Member Stahl to approve amendment to the Memorandum of Understanding with the Friends of Animal Rescue to reflect the Pet Licensing Program. Motion carried on a unanimous vote.

IX. UPDATE, DISCUSSION AND ACTION REGARDING THE SELECTION OF AN EXECUTIVE SEARCH FIRM FOR THE RECRUITMENT OF A NEW CITY MANAGER. (DELGADO)

Mayor Patel made a motion to authorize the Administrative Services Director and the Executive Search Firm Committee to finalize, negotiate and enter into an agreement with their selection of an Executive Search Firm for the recruitment of a new City Manager. Motion was seconded by Council Member Bagley, which passed unanimously.

X. DISCUSSION AND ACTION REGARDING BUDGET AMENDMENT IN THE AMOUNT OF \$80,000 TO FUND THE PEARL WALKWAY PROJECT WITH GENERAL FUND MONIES. (JONES/BARRINEAU)

Council Member Stahl made a motion, seconded by Council Member Avalos to approve budget amendment in the amount of \$80,000 to fund the Pearl Walkway Project. Motion carried on a unanimous vote.

XI. DISCUSSION AND ACTION TO APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$16,000 FOR ENGINEERING SERVICES TO REPAIR THE CAUSEWAY BOARDWALK. (JONES)

Council Member Bagley made a motion to approve budget amendment in the amount of \$16,000 for engineering services to repair the Causeway boardwalk. Motion was seconded by Council Member Stahl and passed on a unanimous vote.

XII. DISCUSSION AND ACTION TO APPROVE THE ADDITION OF A POST & ROPE FENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF POLARIS STREET FROM PADRE BOULEVARD TO LAGUNA BOULEVARD AND PAVING THE RIGHT-OF-WAY AREA FOR A COST OF \$47,817.37 AND REPAIRING 210 FT. STREET RIGHT-OF-WAY AREA ON SWORDFISH STREET EAST OF PADRE BOULEVARD FOR A COST OF \$39,806.45 AND APPROVING A BUDGET AMENDMENT FOR \$87,623.82. (MUNARRIZ/GUTIERREZ)

Council Member Stahl made a motion, seconded by Council Member Metty to approve Post & Rope fence and budget amendment in the amount of \$87,623.82 for placement along the north right-of-way line of Polaris Street from Padre Boulevard to Laguna Boulevard and repairing 210 ft. street right-of-way on Swordfish Street east of Padre Boulevard. Motion carried unanimously.

XIII. DISCUSSION AND ACTION TO APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$110,000 FOR THE PURCHASE OF THREE VEHICLES FOR THE POLICE DEPARTMENT. (SMITH)

Mayor Patel made a motion to approve budget amendment in the amount of \$110,000 for the purchase of three (3) police vehicles. Motion was seconded by Council Member Munarriz and passed on a unanimous vote.

XIV. DISCUSSION AND ACTION RELATED TO APPOINTMENT OF THE CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE. (JONES)

Discussion held, no action taken.

XV. ADJOURN.

There being no further business, Mayor Patel adjourned the meeting at 7:15 p.m.

Susan M. Hill, City Secretary

APPROVED

DRAFT

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

MEETING DATE: June 1, 2016

NAME & TITLE: Rodrigo Gimenez, Finance Director

DEPARTMENT: Finance

ITEM

Approve invoices for payment by General Fund checks numbered 135504 through 135600 and EFT payments totaling \$589,773.51.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

5/25/2016 4:50 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 1

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001017	AIR EVAC LIFETEAM	I-51816	01 2488	AIR EVAC LIFE: EMPLOYEE CONTRIBUTIO	135504		180.00
VENDOR 01-001017 TOTALS							180.00
01-002434	CINDY BOUDLOCHE	I-DWC201605165983	01 2469	DEBTORS WAGE : CASE NO 11-70848-M-1	135512		2,717.32
01-002434	CINDY BOUDLOCHE	I-DWD201605165983	01 2469	DEBTORS WAGE : CASE NO 14-10370	135512		542.31
VENDOR 01-002434 TOTALS							3,259.63
01-003185	OFFICE OF THE ATTY GEN	I-C00201605165983	01 2473	CHILD SUPPORT: ORDER # 2015-DCL-018	000000		330.00
01-003185	OFFICE OF THE ATTY GEN	I-C10201605165983	01 2473	CHILD SUPPORT: A/N 2004094864B	000000		282.92
01-003185	OFFICE OF THE ATTY GEN	I-C13201605165983	01 2473	CHILD SUPPORT: A/N 0013262861	000000		103.85
01-003185	OFFICE OF THE ATTY GEN	I-C16201605165983	01 2473	CHILD SUPPORT: A/N 2002031289D	000000		146.77
01-003185	OFFICE OF THE ATTY GEN	I-C1C201605165983	01 2473	CHILD SUPPORT: ORDER NO 2015-DCL-56	000000		456.92
01-003185	OFFICE OF THE ATTY GEN	I-C1D201605165983	01 2473	CHILD SUPPORT: ORDER ID F-2774-09-5	000000		218.31
01-003185	OFFICE OF THE ATTY GEN	I-C21201605165983	01 2473	CHILD SUPPORT: A/N 0011549506	000000		146.31
01-003185	OFFICE OF THE ATTY GEN	I-C24201605165983	01 2473	CHILD SUPPORT: A/N 0011488748	000000		392.07
01-003185	OFFICE OF THE ATTY GEN	I-C51201605165983	01 2473	CHILD SUPPORT: A/N 0012375322	000000		294.33
01-003185	OFFICE OF THE ATTY GEN	I-C59201605165983	01 2473	CHILD SUPPORT: #0009529310	000000		162.46
01-003185	OFFICE OF THE ATTY GEN	I-C67201605165983	01 2473	CHILD SUPPORT: ORDER NO 2012-DCL-00	000000		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201605165983	01 2473	CHILD SUPPORT: A/N 0010353126	000000		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201605165983	01 2473	CHILD SUPPORT: ORDER #2012-DCL-0866	000000		418.62
01-003185	OFFICE OF THE ATTY GEN	I-C91201605165983	01 2473	CHILD SUPPORT: AG 0012920905	000000		296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201605165983	01 2473	CHILD SUPPORT: ORDER # 99125207D	000000		127.38
01-003185	OFFICE OF THE ATTY GEN	I-C95201605165983	01 2473	CHILD SUPPORT: CASE #0013025749	000000		150.92
VENDOR 01-003185 TOTALS							3,838.24
01-006035	FAMILY SUPPORT REGISTR	I-C85201605165983	01 2473	CHILD SUPPORT: CS 458-85-625B	11CV 135517		219.47
VENDOR 01-006035 TOTALS							219.47
01-006133	DEARBORN NATIONAL	I-51816	01 2465	VTL LIFE INSU: EMPLOYEE PREMIUMS -V	135520		71.40
01-006133	DEARBORN NATIONAL	I-51816	01 48042	MISCELLANEOUS: EMPLOYEE PREMIUMS -V	135520		0.05-
VENDOR 01-006133 TOTALS							71.35
01-006163	AMERICAN GENERAL LIFE	I-51816	01 2485	AMERICAN GENE: EMPLOYEE SALARY ALLO	135522		414.18
VENDOR 01-006163 TOTALS							414.18

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 2

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007001	ANA GARZA	I-C04201605165983	01 2473	CHILD SUPPORT: A/N 2003-03-1480-B	135524	194.88	
						VENDOR 01-007001 TOTALS	194.88
01-008171	JUAN A. HERNANDEZ	I-51916	01 2491	AFLAC INSURAN: REIMBURSE AFLAC DEDU	135526	35.10	
						VENDOR 01-008171 TOTALS	35.10
01-019222	S.P.I. FIREFIGHTERS AS	I-51816	01 2472	FIREFIGHTERS : ASSOCIATION DUES 5/1	135543	377.00	
						VENDOR 01-019222 TOTALS	377.00
01-019327	SOUTH PADRE ISLAND PRO	I-51816	01 2487	POLICE DEPT A: ASSOCIATION DUES MAY 9999999		180.00	
						VENDOR 01-019327 TOTALS	180.00
01-020700	TRANSAMERICA WORKSITE	I-51916	01 2464	TRANSAMERICA : EMPLOYEE PREMIUM MAY	135551	15.18	
01-020700	TRANSAMERICA WORKSITE	I-51916	01 48042	MISCELLANEOUS: EMPLOYEE PREMIUM MAY	135551	0.01-	
						VENDOR 01-020700 TOTALS	15.17
01-1	THORTON, BRIANNA	I-000201605245984	01 2424	MUN. COURT BO: Bond Refund:39414A	135594	370.00	
01-1	FISHER, KAITLAN	I-000201605245985	01 2424	MUN. COURT BO: Bond Refund:866128T	135595	250.00	
01-1	CARTWRIGHT, MICHAEL DA	I-000201605245986	01 2424	MUN. COURT BO: Bond Refund:40328A	135596	370.00	
01-1	FLORES, VANNESA	I-000201605245987	01 2424	MUN. COURT BO: Bond Refund:40550A	135597	340.00	
01-1	MORENO, DIEGO MARCEL	I-000201605245988	01 2424	MUN. COURT BO: Bond Refund:40719A	135598	230.00	
01-1	VICTOR THOMPSON SPRECH	I-51816	01 47046	ANIMAL SERVIC: VICTOR THOMPSON SPRE	135560	20.00	
						VENDOR 01-1 TOTALS	1,580.00
DEPARTMENT NON-DEPARTMENTAL TOTAL:							10,365.02

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE	I-04142016	01 512-0540	ADVERTISING	: DISPLAY AD: ORD. 16-	135535	112.00
01-016600	PT ISABEL/SO PADRE PRE	I-41416	01 512-0540	ADVERTISING	: DISPLAY AD: ORD 16-0	135535	112.00
01-016600	PT ISABEL/SO PADRE PRE	I-4142016	01 512-0540	ADVERTISING	: DISPLAY AD: ORD, 16-	135535	128.00
VENDOR 01-016600 TOTALS							352.00
01-017000	QUILL CORPORATION	I-5695662	01 512-0101	OFFICE SUPPLI	: CHAIR FOR USE IN COP	135538	88.80
VENDOR 01-017000 TOTALS							88.80
01-019719	SYSCO FOODS OF	I-604300346	01 512-0120	CONSUMABLES	: 2 CS OF FOLGERS COFF	135547	191.00
VENDOR 01-019719 TOTALS							191.00
DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL:							631.80

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003248	DOLLY CASTILLO	I-52516	01 513-0550	TRAVEL EXPENS:	MILEAGE REIMBURSEMEN	135568	43.96
VENDOR 01-003248 TOTALS							43.96
01-017000	QUILL CORPORATION	I-5783416	01 513-0101	OFFICE SUPPLI:	AUTOMATIC STAPLER	135538	34.09
VENDOR 01-017000 TOTALS							34.09
DEPARTMENT 513 FINANCE DEPARTMENT TOTAL:							78.05

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SC PADRE PRE I-41416-1		01 514-0540	ADVERTISING	: DISPLAY AD: NOTICE O 135535		120.00
						VENDOR 01-016600 TOTALS	120.00
DEPARTMENT 514 PLANNING DEPARTMENT						TOTAL:	120.00

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007400	GRANICUS, INC.	I-76427	01 515-0415	SERVICE CONTR:	MEETINGS ON DEMAND	999999	500.90
						VENDOR 01-007400 TOTALS	500.90
01-009220	IWORQ SYSTEMS INC.	I-7818	01 515-0415	SERVICE CONTR:	PW EHSD CLOUD APPLIC	135577	1,500.00
						VENDOR 01-009220 TOTALS	1,500.00
01-019502	AT&T	I-05032016	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	135546	33.99
01-019502	AT&T	I-50116	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	135546	1,670.47
01-019502	AT&T	I-5032016	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	135546	895.65
01-019502	AT&T	I-5032016	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	135546	82.85
						VENDOR 01-019502 TOTALS	2,682.96
01-020185	TIME WARNER CABLE	I-51016	01 515-0415	SERVICE CONTR:	SERVICE@FIRE DEPT.	135549	368.97
01-020185	TIME WARNER CABLE	I-51816	01 515-0415	SERVICE CONTR:	SERVICE@CITY HALL	135589	1,177.92
						VENDOR 01-020185 TOTALS	1,546.89
01-020644	T-MOBILE	I-051516	01 515-0501	COMMUNICATION:	MOBILE CELL AND DATA	135591	682.56
						VENDOR 01-020644 TOTALS	682.56
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:							6,913.31

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VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004048	DEER OAKS EAP SERVICES	I-COSPI16-05	01 516-0530	PROFESSIONAL :	MAY 2016 EAP SERVICE	135570	232.50
					VENDOR 01-004048	TOTALS	232.50
01-016600	PT ISABEL/SO PADRE PRE	I-042816	01 516-0540	ADVERTISING :	DISPLAY AD: CTY MGR	135535	64.00
					VENDOR 01-016600	TOTALS	64.00
01-017000	QUILL CORPORATION	I-5783416	01 516-0101	OFFICE SUPPLI:	AUTOMATIC STAPLER	135538	267.95
					VENDOR 01-017000	TOTALS	267.95
01-019243	MEDICAL ASSOCIATES OF	I-51116	01 516-0530	PROFESSIONAL :	RANDOM DRUG SCREEN 5	135544	25.00
01-019243	MEDICAL ASSOCIATES OF	I-51316	01 516-0530	PROFESSIONAL :	PRE-EMPLOY AND PHYSI	135544	360.00
					VENDOR 01-019243	TOTALS	385.00
				DEPARTMENT 516	HUMAN RESOURCES	TOTAL:	949.45

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004090	WENDI DELGADO	I-32316	01 520-0550		TRAVEL EXPENS: MEALS & MILEAGE CORP	135571	248.60
VENDOR 01-004090 TOTALS							248.60
DEPARTMENT 520 MUNICIPAL COURT TOTAL:							248.60

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 VENDOR SET: 01 City of South Padre Islan
 FUND : 01 GENERAL FUND
 DEPARTMENT: 521 POLICE DEPARTMENT
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 5/19/2016 THRU 5/27/2016
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006140	FLEET SAFETY EQUIPMENT	I-151403	01 521-0150	MINOR TOOLS &: WINDOW BARRIER, DOOR	135521		397.72
				VENDOR 01-006140	TOTALS		397.72
01-015100	OPTICS PLANET, INC	I-7397246	01 521-0150	MINOR TOOLS &: PD-5 RIFLES AIMPOINT	135583		2,103.50
				VENDOR 01-015100	TOTALS		2,103.50
			DEPARTMENT 521	POLICE DEPARTMENT	TOTAL:		2,501.22

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002439	BOUND TREE MEDICAL, LLC	I-82088650	01 522-0114	MEDICAL SUPPL:	ONDANSETRON, SPLINTS	135513	480.30
01-002439	BOUND TREE MEDICAL, LLC	I-82093195	01 522-0114	MEDICAL SUPPL:	GLUCOSE STRIPS, ETC.	135513	491.43
01-002439	BOUND TREE MEDICAL, LLC	I-82096253	01 522-0114	MEDICAL SUPPL:	COLD AND HOT PADS -	135513	263.56
01-002439	BOUND TREE MEDICAL, LLC	I-82099996	01 522-0114	MEDICAL SUPPL:	MISC. GLOVES FOR EMS	135513	499.28
01-002439	BOUND TREE MEDICAL, LLC	I-82134516	01 522-0114	MEDICAL SUPPL:	HYPO NEEDLES, CATHET	135513	469.43
						VENDOR 01-002439 TOTALS	2,204.00
01-002912	COMPRESOURCE, INC.	I-109866	01 522-0106	FIRE PREVENTI:	ASST FRUIT BALLS, FI	135514	488.36
						VENDOR 01-002912 TOTALS	488.36
01-003680	TEXAS COMM ON FIRE PRO	I-051216	01 522-0513	TRAINING EXPE:	CERTIFICATION APPLIC	135516	85.00
						VENDOR 01-003680 TOTALS	85.00
01-007600	GULF COAST PAPER CO. I	I-1129358	01 522-0160	LAUNDRY & JAN:	TOILET TISSUE, PAPER	135525	229.37
						VENDOR 01-007600 TOTALS	229.37
01-016685	PUBLIC SAFETY CENTER,	I-5669634	01 522-0117	SAFETY SUPPLI:	6 PR. GAUNTLET GLOVE	135536	380.69
						VENDOR 01-016685 TOTALS	380.69
01-023053	WALMART COMMUNITY/GEGR	I-09672	01 522-0170	DORM AND KITC:	DORM SUPPLIES AND MI	135593	32.95
01-023053	WALMART COMMUNITY/GEGR	I-09672	01 522-0150	MINOR TOOLS &:	DORM SUPPLIES AND MI	135593	78.33
						VENDOR 01-023053 TOTALS	111.28
DEPARTMENT 522 FIRE DEPARTMENT TOTAL:							3,498.70

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008133	MIGUEL ANGEL HERNANDEZ	I-050	01 532-0545	LOT MOWING	: MOWING @ 107 E. REDS	999999	23.95
01-008133	MIGUEL ANGEL HERNANDEZ	I-052	01 532-0545	LOT MOWING	: MOWING @ 119 E. HUIS	999999	29.95
01-008133	MIGUEL ANGEL HERNANDEZ	I-053	01 532-0545	LOT MOWING	: MOWING @ 126 E. HUIS	999999	29.95
01-008133	MIGUEL ANGEL HERNANDEZ	I-054	01 532-0545	LOT MOWING	: MOWING @ 105 E. OLEA	999999	24.95
01-008133	MIGUEL ANGEL HERNANDEZ	I-055	01 532-0545	LOT MOWING	: MOWING @ 5905 HAVANA	999999	24.95
01-008133	MIGUEL ANGEL HERNANDEZ	I-058	01 532-0545	LOT MOWING	: MOWED, CLEANED 130 E	999999	190.95
VENDOR 01-008133 TOTALS							324.70

DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL: 324.70

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BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT 540	FLEET MANAGEMENT	TOTAL:	5,764.66
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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001349	PROTECTION 1 ALARM MON	I-109298441	01 541-0415	SERVICE CONTR:	SPRINKLER & FIRE ALA	135565	205.00
VENDOR 01-001349 TOTALS							205.00
01-009832	JOHNSON CONTROL INC.	I-1-33661172893	01 541-0415	SERVICE CONTR:	CHILLER MAINT,	135578	2,358.91
01-009832	JOHNSON CONTROL INC.	I-1-33962880361	01 541-0410	MACHINERY & E:	CHILLER REPAIRS	135578	2,115.00
01-009832	JOHNSON CONTROL INC.	I-I-33962842556	01 541-0410	MACHINERY & E:	CHILLER REPAIRS	135578	2,572.00
VENDOR 01-009832 TOTALS							7,045.91
01-020016	TERMINIX	I-354960815	01 541-0415	SERVICE CONTR:	PEST CONTROL- 4501	135588	90.00
01-020016	TERMINIX	I-354981262	01 541-0415	SERVICE CONTR:	PEST CONTROL	135588	52.00
VENDOR 01-020016 TOTALS							142.00
01-023160	WORTH HYDROCHEM OF COR	I-18328	01 541-0415	SERVICE CONTR:	YEARLY CONTRACT	999999	300.00
VENDOR 01-023160 TOTALS							300.00
DEPARTMENT 541 BUILDING MAINTENANCE TOTAL:							7,692.91

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001211	ALEX AVALOS PRINTING	C-51516-C	01 542-0101	OFFICE SUPPLI:	SALES TAX CHARGED ON	135564	9.20-
01-001211	ALEX AVALOS PRINTING	I-51616	01 542-0101	OFFICE SUPPLI:	250 STOP WORK ORDER	135564	120.83
					VENDOR 01-001211 TOTALS		111.63
				DEPARTMENT 542	INSPECTIONS DIVISION	TOTAL:	111.63

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND 4 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001421	AMADO TORRES	I-51716	01 543-0412	LANDSCAPE	: PAVERS FOR GULF BLVD	135510	1,924.00
01-001421	AMADO TORRES	I-52316	01 543-0412	LANDSCAPE	: ADD-ON PAVERS AT COR	135566	370.00
						VENDOR 01-001421 TOTALS	2,294.00
01-003704	CAMERON COUNTY	I-51316	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG 4/06 -	135569	160.64
						VENDOR 01-003704 TOTALS	160.64
01-006043	LOS FRESNOS CONSTRUCTI	I-2051	01 543-0416	STREETS & RIG:	VALLEY GUTTER 410 PK	135518	15,750.00
						VENDOR 01-006043 TOTALS	15,750.00
01-006095	RULESINDO CANO FLORES	I-890746	01 543-0412	LANDSCAPE	: PALM TREE TRIMMING P	135519	3,450.00
01-006095	RULESINDO CANO FLORES	I-890747	01 543-0412	LANDSCAPE	: PALM TREE TRIMMING P	135574	3,450.00
						VENDOR 01-006095 TOTALS	6,900.00
01-013114	MATHESON TRI-GAS	I-13292097	01 543-0510	RENTAL OF EQU:	ACETYLENE- PWORKS	135581	138.69
						VENDOR 01-013114 TOTALS	138.69
01-016600	PT ISABEL/SO PADRE PRE	I-42816	01 543-0540	ADVERTISING	: DISPLAY AD: INV. BID	135535	160.00
						VENDOR 01-016600 TOTALS	160.00

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 25,403.33

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001259	AMERICAN BANKERS INS.	I-042416	01 570-9053	FLOOD INSURAN:	FLOOD INS. : 108 W.	135506	3,334.00
01-001259	AMERICAN BANKERS INS.	I-42416	01 570-9053	FLOOD INSURAN:	FLOOD INS. 109 W. JU	135507	3,935.00
01-001259	AMERICAN BANKERS INS.	I-4242016	01 570-9053	FLOOD INSURAN:	FLOOD INS. 4501 PADR	135508	5,355.00
01-001259	AMERICAN BANKERS INS.	I-43016	01 570-9053	FLOOD INSURAN:	FLOOD INS. RENEWAL:	135509	1,882.00
VENDOR 01-001259 TOTALS							14,506.00
01-006034	FED EX	I-5-421-63124	01 570-0108	POSTAGE	: MISC. SHIPPING CHARG	135573	152.73
VENDOR 01-006034 TOTALS							152.73
01-007048	GIDDY-UP DELIVERY SERV	I-494806	01 570-0108	POSTAGE	: DELIVERY FROM HRLGN-	135575	15.87
01-007048	GIDDY-UP DELIVERY SERV	I-495604	01 570-0108	POSTAGE	: DELIVERY BROWNS - SP	135575	9.52
VENDOR 01-007048 TOTALS							25.39
01-013404	MOUNTAIN GLACIER, LLC	I-0300857557	01 570-0581	WATER, SEWER,:	BOTTLED WATER DEL. P	135582	42.50
01-013404	MOUNTAIN GLACIER, LLC	I-0300857573	01 570-0581	WATER, SEWER,:	BOTTLE WATER DEL. CI	135582	68.00
VENDOR 01-013404 TOTALS							110.50
01-016600	PT ISABEL/SO PADRE PRE	I-040716	01 570-0118	PRINTING	: DISPLAY AD: SPI-RFA	135535	96.00
01-016600	PT ISABEL/SO PADRE PRE	I-041416	01 570-0118	PRINTING	: DISPLAY AD: SPI-RFA	135535	96.00
VENDOR 01-016600 TOTALS							192.00
01-018154	REPUBLIC SERVICES #863	I-0863001147218	01 570-0581	WATER, SEWER,:	SPEC. SERVICE # 7355	135540	335.75
01-018154	REPUBLIC SERVICES #863	I-0863001148387	01 570-0581	WATER, SEWER,:	108 W/ RETAMA ROLL	135587	4,940.06
VENDOR 01-018154 TOTALS							5,275.81
DEPARTMENT 570 GENERAL SERVICES TOTAL:							20,262.43

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 REGULAR DEPARTMENT PAYMENT REPORT
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 VENDOR SET: 01 City of South Padre Islan
 BANK: OPER
 FUND : 01 GENERAL FUND
 DEPARTMENT: 572 SPECIAL PROJECTS
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 5/19/2016 THRU 5/27/2016
 BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001016	AGH ENGINEERING & SURV I-8272313		01 572-9177	PARK IMPROVEM: WINDSTORM CERTIFICAT	135561		1,900.00
				VENDOR 01-001016	TOTALS		1,900.00
01-002860	BRYANT INDUSTRIAL SERV I-6		01 572-9177	PARK IMPROVEM: TOMPKINS L PARK	135567		62,120.09
				VENDOR 01-002860	TOTALS		62,120.09
DEPARTMENT 572 SPECIAL PROJECTS						TOTAL:	64,020.09
VENDOR SET 01 GENERAL FUND						TOTAL:	148,885.90

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001210	AIR FILTER COMPANY	I-70104	02 590-0415	SERVICE CONTR:	HVAC FILTERS FOR VC	999999	37.00
					VENDOR 01-001210 TOTALS		37.00
01-006095	RULESINDO CANO FLORES	I-232106	02 590-0412	LANDSCAPE	: 25 PALM TREES TRIMME	135574	364.50
					VENDOR 01-006095 TOTALS		364.50
01-007600	GULF COAST PAPER CO. I	I-1135212	02 590-0160	LAUNDRY & JAN:	GLASS CLNR, TISSUE,	135525	192.25
					VENDOR 01-007600 TOTALS		192.25
01-020185	TIME WARNER CABLE	I-50416	02 590-0180	INFORMATION T:	RR 2 AT V CTR, MAY 1	135548	286.78
					VENDOR 01-020185 TOTALS		286.78
01-021095	UNITED PARCEL SERVICE	I-0000648239196-1	02 590-0108	POSTAGE	: SERVICE CHARGES	135552	25.00
01-021095	UNITED PARCEL SERVICE	I-0000648239206-1	02 590-0108	POSTAGE	: SERVICE CHARGES	135592	25.00
					VENDOR 01-021095 TOTALS		50.00
01-023168	WRIGHT NATIONAL FLOOD	I-40716	02 590-0520	INSURANCE	: FLOOD INS. FOR 600PA	135554	1,961.00
					VENDOR 01-023168 TOTALS		1,961.00
DEPARTMENT 590 VISITORS BUREAU						TOTAL:	2,891.53

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-583014-0	02 592-0101	OFFICE SUPPLI:	RULER, SCISSORS, TAP	135562	299.88
						VENDOR 01-001129 TOTALS	299.88
01-001183	KEITH E. ARNOLD	I-022916	02 592-0550	TRAVEL EXPENS:	PER DIEM: AUSTIN MAY	999999	150.00
						VENDOR 01-001183 TOTALS	150.00
01-006170	MICHAEL FLORES	I-021916	02 592-0550	TRAVEL EXPENS:	PER DIEM: AUSTIN MAY	999999	138.00
						VENDOR 01-006170 TOTALS	138.00
01-006173	JESUS FLORES JR.	I-0000003	02 592-0535	FAMILIARIZATI:	TCMA EVENT FAM	135523	10,175.00
						VENDOR 01-006173 TOTALS	10,175.00
01-011014	KARINA'S DESIGN	I-0041	02 592-0101	OFFICE SUPPLI:	5-LOGOS EMBROIDERED	135528	35.00
						VENDOR 01-011014 TOTALS	35.00
01-012116	LIL FLICKERS CANDLE CO	I-4613	02 592-0230	STOCK - PROMO:	50 SOUTH PADRE ISLAN	135530	500.00
						VENDOR 01-012116 TOTALS	500.00
01-013426	MUNI SERVICES, LLC	I-0000041292	02 592-0530	PROFESSIONAL :	HOTEL ADMINISTRATION	135533	4,980.00
01-013426	MUNI SERVICES, LLC	I-0000041590	02 592-0530	PROFESSIONAL :	HOTEL ADMINISTRATION	135533	4,950.00
						VENDOR 01-013426 TOTALS	9,930.00
01-020602	TOUCAN GRAPHICS	I-20062	02 592-0538	CONVENTION SE:	2- MINI X BANNERS- F	135550	149.56
01-020602	TOUCAN GRAPHICS	I-20066	02 592-0538	CONVENTION SE:	NAME BADGES	135550	1,951.27
01-020602	TOUCAN GRAPHICS	I-20076	02 592-0101	OFFICE SUPPLI:	3- ENGRAVED NAME PLA	135590	37.32
						VENDOR 01-020602 TOTALS	2,138.15
01-1	PADRE ISLAND CLEANERS	I-39775	02 592-0101	OFFICE SUPPLI:	PADRE ISLAND CLEANER	135558	24.00
01-1	SHAWN SPENCER	I-51716	02 592-0535	FAMILIARIZATI:	SHAWN SPENCER: REIMB	135559	94.60
						VENDOR 01-1 TOTALS	118.60

DEPARTMENT 592 SALES & ADMINISTRATION TOTAL: 23,484.63

VENDOR SET; 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016613	PYRO SHOWS OF TEXAS, I	I-2016-191	02 593-8030	FIREWORKS	: MEMORIAL DAY 2016 SH	135585	20,000.00
						VENDOR 01-016613 TOTALS	20,000.00
01-018287	RUN IN TEXAS	I-SPIBIKE051616	02 593-8099	MISC. SPONSOR:	EVENT FUNDING SUNRIS	135541	2,500.00
						VENDOR 01-018287 TOTALS	2,500.00
DEPARTMENT 593						EVENTS MARKETING	TOTAL: 22,500.00

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001344	THE ATKINS GROUP	I-INV-9083	02 594-0531	MEDIA PLACEME:	MEDIA RESEARCH, PLACE	999999	162,145.00
01-001344	THE ATKINS GROUP	I-INV-9088	02 594-0531	MEDIA PLACEME:	MEDIA RESEARCH, PLACE	999999	3,442.52
01-001344	THE ATKINS GROUP	I-INV-9089	02 594-0531	MEDIA PLACEME:	MEETINGS/CONVENTIONS	999999	31,549.66
01-001344	THE ATKINS GROUP	I-INV-9153	02 594-0550	TRAVEL EXPENS:	TRAVEL APRIL 26-27,2	999999	1,293.18
01-001344	THE ATKINS GROUP	I-INV-9155	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	3,625.00
01-001344	THE ATKINS GROUP	I-INV-9156	02 594-0530	PROFESSIONAL :	ACCOUNT SERVICE	999999	13,500.00
01-001344	THE ATKINS GROUP	I-INV-9157	02 594-0530	PROFESSIONAL :	ADVANCED ANALYTICS/R	999999	2,900.00
01-001344	THE ATKINS GROUP	I-INV-9158	02 594-0530	PROFESSIONAL :	PUBLIC RELATIONS	999999	6,000.00
01-001344	THE ATKINS GROUP	I-INV-9159	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	1,461.25
01-001344	THE ATKINS GROUP	I-INV-9160	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	2,701.25
01-001344	THE ATKINS GROUP	I-INV-9161	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	142.50
01-001344	THE ATKINS GROUP	I-INV-9162	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	403.75
01-001344	THE ATKINS GROUP	I-INV-9163	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	118.75
01-001344	THE ATKINS GROUP	I-INV-9164	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	1,825.45
01-001344	THE ATKINS GROUP	I-INV-9165	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	261.25
01-001344	THE ATKINS GROUP	I-INV-9166	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	240.00
01-001344	THE ATKINS GROUP	I-INV-9167	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	71.25
01-001344	THE ATKINS GROUP	I-INV-9168	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	118.75
01-001344	THE ATKINS GROUP	I-INV-9169	02 594-0537	PRODUCTION/CO:	CREATIVE	999999	142.50
VENDOR 01-001344 TOTALS							231,942.06
01-016693	PUBLIRAMA, S.A. DE C.V	I-2888	02 594-0531	MEDIA PLACEME:	COLOR INSERT AD IN P	999999	696.00
VENDOR 01-016693 TOTALS							696.00
01-016713	PR NEWSWIRE ASSC. LLC	I-102613568	02 594-0531	MEDIA PLACEME:	NATURE TOURISM WIRE	135537	1,295.00
VENDOR 01-016713 TOTALS							1,295.00
DEPARTMENT 594 MARKETING TOTAL:							233,933.06
VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL:							282,809.22

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001210	AIR FILTER COMPANY	I-70106	06 565-0415	SERVICE CONTR: HVAC FILTER SYSTEM C	999999		265.55
				VENDOR 01-001210	TOTALS		265.55
01-002034	B & H PHOTO & ELECTRON	I-109996972	06 565-0150	MINOR TOOLS &: LCD PROJECTORS	135511		1,943.68
				VENDOR 01-002034	TOTALS		1,943.68
01-004283	ECOLAB INC.	I-1809066	06 565-0415	SERVICE CONTR: DISHMACHINE RENTAL 4	135572		138.85
				VENDOR 01-004283	TOTALS		138.85
01-007600	GULF COAST PAPER CO. I	I-113459*6	06 565-0160	LAUNDRY & JAN: 1-CS PPR CUPS	135525		81.50
01-007600	GULF COAST PAPER CO. I	I-1134839	06 565-0160	LAUNDRY & JAN: AEROSOL , ROLL TWLS,	135525		358.81
01-007600	GULF COAST PAPER CO. I	I-1138955	06 565-0160	LAUNDRY & JAN: ROLL TWLS, TISSUE, C	135525		499.59
				VENDOR 01-007600	TOTALS		939.90
01-008227	HINO GAS SALES, INC.	I-576557	06 565-0104	FUELS & LUBRI: 24 GALS PROPANE FOR	135527		96.00
				VENDOR 01-008227	TOTALS		96.00
01-009970	JUAN DELGADILLO JR.	I-8057	06 565-1001	BUILDINGS & S: WI-FI UP GRADE AT CV	135579		450.00
				VENDOR 01-009970	TOTALS		450.00
01-013404	MOUNTAIN GLACIER, LLC	I-0300855639	06 565-0103	CONSUMABLES : BOTTLED WTR DEL CVB	135532		42.00
				VENDOR 01-013404	TOTALS		42.00
01-018114	RICHARD LERMA	I-246	06 565-0410	MACHINERY & E: RELOCATING RECEPTACL	135586		885.67
				VENDOR 01-018114	TOTALS		885.67
01-019502	AT&T	I-50316	06 565-0501	COMMUNICATION: MONTHLY SERV. MAY 3	135546		268.59
				VENDOR 01-019502	TOTALS		268.59

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 23

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021102	UNIFIRST HOLDINGS, INC	I-8411987432	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS	999999	62.48
01-021102	UNIFIRST HOLDINGS, INC	I-8411987432	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, MOPS	999999	90.44
01-021102	UNIFIRST HOLDINGS, INC	I-8411988350	06 565-0130	WEARING APPAR:	UNIFORMS, MOPS, MATS	999999	62.48
01-021102	UNIFIRST HOLDINGS, INC	I-8411988350	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MOPS, MATS	999999	76.49
VENDOR 01-021102 TOTALS							291.89
01-021227	UNITED RESTAURANT SUPP	I-110799	06 565-1001	BUILDINGS & S:	NEW UPDATED KITCHEN	135553	9,030.00
VENDOR 01-021227 TOTALS							9,030.00
01-1	RGV CARTS	I-1727	06 565-0410	MACHINERY & E:	RGV CARTS: REPAIR CV	135557	305.64
VENDOR 01-1 TOTALS							305.64
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:							14,657.77
VENDOR SET 06 CONVENTION CENTER FUND TOTAL:							14,657.77

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 24

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-583619-0	30 591-0101	OFFICE SUPPLI:	PAPER, TAPE, PENS, W	135562	203.67
				VENDOR 01-001129	TOTALS		203.67
01-001161	AT&T	I-50816	30 591-0501	COMMUNICATION:	UVERSE STATEMENT 4/0	135563	90.29
				VENDOR 01-001161	TOTALS		90.29
01-003103	CARQUEST AUTO PARTS	I-7915-170246	30 591-0420	MOTOR VEHICLE:	BRAKE PADS FOR BUS#	135515	246.44
				VENDOR 01-003103	TOTALS		246.44
01-007048	GIDDY-UP DELIVERY SERV	I-461993	30 591-0108	POSTAGE	: DELIVERY FROM SANTEX	135575	35.00
				VENDOR 01-007048	TOTALS		35.00
01-007112	GIGNAC & ASSOCIATES,LL	I-14	30 591-0530	PROFESSIONAL :	PHASE 1 NM SERVICES	999999	1,577.48
				VENDOR 01-007112	TOTALS		1,577.48
01-007113	G.F. GROUP, INC.	I-50216	30 591-0560	RENTAL		135576	2,200.00
				VENDOR 01-007113	TOTALS		2,200.00
01-012091	CINTAS UNIFORM	C-538662908	30 591-0130	WEARING APPAR:	CREDIT ON RETURNS CH	135529	509.62-
01-012091	CINTAS UNIFORM	I-538661431	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135529	160.71
01-012091	CINTAS UNIFORM	I-538662908	30 591-0130	WEARING APPAR:	UNIFORMS TRANSIT DRI	135529	160.71
01-012091	CINTAS UNIFORM	I-538664373	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135529	160.71
01-012091	CINTAS UNIFORM	I-538665837	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANIST	135529	160.71
				VENDOR 01-012091	TOTALS		133.22
01-013014	LIDIA MARTINEZ	I-050316	30 591-0530	PROFESSIONAL :	REIMBURSE COST OF ME	135531	75.00
				VENDOR 01-013014	TOTALS		75.00
01-013404	MOUNTAIN GLACIER, LLC	I-0300857572	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATR WAVE B	135532	29.75
01-013404	MOUNTAIN GLACIER, LLC	I-0300857575	30 591-0581	WTR/SWR/GARBA:	BOTTLED WTR DEL. TRA	135532	7.50
				VENDOR 01-013404	TOTALS		37.25

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 PAGE: 25
 VENDOR SET: 01 City of South Padre Islan
 BANK: OPER
 FUND : 30 TRANSPORTATION
 DEPARTMENT: 591 SPI METRO
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 5/19/2016 THRU 5/27/2016
 BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016009	RUBEN PADILLA	I-050316	30	591-0530	PROFESSIONAL :	REIMBURSE FOR MEDICA	999999	65.00
01-016009	RUBEN PADILLA	I-050316	30	591-0550	TRAVEL EXPENS:	REIMBURSE FOR MEDICA	999999	19.92
VENDOR 01-016009 TOTALS								84.92
01-016186	LUIS ISRAEL PEREZ	I-2076	30	591-0420	MOTOR VEHICLE:	9 UNITS WASHED, 31,3	135534	305.00
01-016186	LUIS ISRAEL PEREZ	I-2077	30	591-0420	MOTOR VEHICLE:	8 UNITS WASHED,31,32	135584	280.00
VENDOR 01-016186 TOTALS								585.00
01-019311	SOUTHERN TIRE MART, LL	I-69054796	30	591-0420	MOTOR VEHICLE:	TIRES	135545	1,110.00
VENDOR 01-019311 TOTALS								1,110.00
01-019502	AT&T	I-050316	30	591-0501	COMMUNICATION:	TRANSIT PHONE: MAY 3	135546	43.44
VENDOR 01-019502 TOTALS								43.44
01-020602	TOUCAN GRAPHICS	I-19988	30	591-0533	MARKETING :	500- 4 X 3 ADH. NOT	135550	167.75
01-020602	TOUCAN GRAPHICS	I-20026	30	591-0533	MARKETING :	104 PHONE BACKSTRAPS	135550	376.14
01-020602	TOUCAN GRAPHICS	I-20034	30	591-0112	SIGNS :	ART SERVICES: 3-	18 135550	63.50
01-020602	TOUCAN GRAPHICS	I-20063	30	591-0533	MARKETING :	100-CUSTOM IMPRN FLO	135550	491.56
01-020602	TOUCAN GRAPHICS	I-20088	30	591-0533	MARKETING :	100 9 X 12 FOLDERS P	135590	335.00
01-020602	TOUCAN GRAPHICS	I-20089	30	591-0411	BUILDING & ST:	SIGN "NO OVERNIGHT P	135590	48.00
01-020602	TOUCAN GRAPHICS	I-20098	30	591-0533	MARKETING :	100 LUNCH SACKS - T	135590	385.75
VENDOR 01-020602 TOTALS								1,867.70
01-023906	XEROX CORPORATION	I-084427945	30	591-0150	MINOR TOOLS &:	COPIER/PRINTER LEASE	135555	391.61
VENDOR 01-023906 TOTALS								391.61
01-1	TEXAS ALCOHOL AND	I-140576	30	591-0530	PROFESSIONAL :	TEXAS ALCOHOL AND:	135556	248.46
01-1	TEXAS ALCOHOL AND	I-141253	30	591-0530	PROFESSIONAL :	TEXAS ALCOHOL AND :	135600	165.00
VENDOR 01-1 TOTALS								413.46

DEPARTMENT 591 SPI METRO TOTAL: 9,094.48

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BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003103	CARQUEST AUTO PARTS	I-7915-170244	30 595-0420	MOTOR VEHICLE: 4- BRAKE PADS #406-4	135515		246.44
01-003103	CARQUEST AUTO PARTS	I-7915-170284	30 595-0420	MOTOR VEHICLE: TIRE BALANCING WTS,	135515		13.03
						VENDOR 01-003103 TOTALS	259.47
01-012091	CINTAS UNIFORM	I-538661431	30 595-0130	WEARING APPAR: UNIFORMS FOR TRANSIT	135529		598.07
01-012091	CINTAS UNIFORM	I-538662908	30 595-0130	WEARING APPAR: UNIFORMS TRANSIT DRI	135529		32.45
01-012091	CINTAS UNIFORM	I-538664373	30 595-0130	WEARING APPAR: UNIFORMS FOR TRANSIT	135529		59.40
01-012091	CINTAS UNIFORM	I-538665837	30 595-0130	WEARING APPAR: UNIFORMS FOR TRANIST	135529		34.65
						VENDOR 01-012091 TOTALS	724.57
01-016186	LUIS ISRAEL PEREZ	I-2075	30 595-0420	MOTOR VEHICLE: 2 UNITS WASHED, # 40	135534		70.00
01-016186	LUIS ISRAEL PEREZ	I-2078	30 595-0420	MOTOR VEHICLE: 2 UNITS WASHED #406,	135584		70.00
						VENDOR 01-016186 TOTALS	140.00
01-019311	SOUTHERN TIRE MART, LL	I-69054796	30 595-0420	MOTOR VEHICLE: TIRES	135545		1,110.00
						VENDOR 01-019311 TOTALS	1,110.00
						DEPARTMENT 595 METRO CONNECT TOTAL:	2,234.04
						VENDOR SET 30 TRANSPORTATION TOTAL:	11,328.52

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BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR 01-011149	TOTALS	65,562.55
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DEPARTMENT 562	PUBLIC WORKS	TOTAL:	65,562.55
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VENDOR SET 41	PADRE BLVD IMPROVEMENT	TOTAL:	65,562.55
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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 28

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 42 GULF BLVD CONSTRUCTION

DEPARTMENT: 562 PUBLIC WORKS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234000-0116	42 562-0530	PROFESSIONAL	: ENGINEERING SERV THR	135580	56,072.50
						VENDOR 01-011149 TOTALS	56,072.50
						DEPARTMENT 562 PUBLIC WORKS TOTAL:	56,072.50
						VENDOR SET 42 GULF BLVD CONSTRUCTION TOTAL:	56,072.50

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 29

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003697	ANRIGE INC.	I-20260.1.4	60 560-0510	BEACH MAINTEN:	LOCATING /SERVICE UN	999999	4,150.00
01-003697	ANRIGE INC.	I-20260.2.13	60 560-0510	BEACH MAINTEN:	SERVICE IN MAY 2016	999999	4,350.00
						VENDOR 01-003697 TOTALS	8,500.00
01-011014	KARINA'S DESIGN	I-0044	60 560-0510	BEACH MAINTEN:	34 "EMERGENCY LANE"	135528	170.00
						VENDOR 01-011014 TOTALS	170.00
01-016600	PT ISABEL/SO PADRE PRE	I-42116	60 560-0540	ADVERTISING :	DISPLAY AD; CITY OF	135535	84.00
						VENDOR 01-016600 TOTALS	84.00
01-017000	QUILL CORPORATION	I-5811196	60 560-0401	FURNITURE & F:	1- OFFICE CHAIR FOR	135538	99.99
						VENDOR 01-017000 TOTALS	99.99
01-019210	SMITH MUNICIPAL SUPPLI	I-00-15792	60 560-0112	SIGNS	: 10 EA, RESERVED PARK	135542	263.43
						VENDOR 01-019210 TOTALS	263.43
01-020602	TOUCAN GRAPHICS	I-20085	60 560-0101	OFFICE SUPPLI:	500 BUSINESS CARDS,	135590	39.00
						VENDOR 01-020602 TOTALS	39.00
						DEPARTMENT 560 BEACH MAINTENANCE TOTAL:	9,156.42
						VENDOR SET 60 BEACH MAINTENANCE FUND TOTAL:	9,156.42

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 30

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/19/2016 THRU 5/27/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006095	RULESINDO CANO FLORES	I-232104	62 543-0412	LANDSCAPING	: 2015/2016 BAY END CO 135519		1,200.00
						VENDOR 01-006095 TOTALS	1,200.00
DEPARTMENT 543 PUBLIC WORKS						TOTAL:	1,200.00

VENDOR SET 62 BAY ACCESS FUND						TOTAL:	1,200.00

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BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

REPORT GRAND TOTAL: 589,773.51

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

MEETING DATE: June 1, 2016

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance

ITEM

Approve the changes to the Investment Policy for the City of South Padre Island and the South Padre Island Economic Development Corporation in accordance to the Public Funds Investment Act

ITEM BACKGROUND

The City's governing body on an annual basis, in accordance to the Texas Public Funds Investment Act, must review and approve its Investment Policy and authorized list of Investment providers. The Investment Policy has been reviewed by the City's investment advisor, Valley View Consulting, L.L.C.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

CITY OF SOUTH PADRE ISLAND
And
SOUTH PADRE ECONOMIC DEVELOPMENT
CORPORATION
INVESTMENT POLICY

Adopted

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of South Padre Island (the "City") and the South Padre Island Economic Development Corporation (the "EDC") in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The City Council of the City and Board of Directors of the EDC shall review its investment strategies and policy not less than annually. This Policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Government Code chapter 2256, (the "PFIA")) to define, adopt and review a formal investment strategy and policy.

Throughout this Investment Policy, the City and EDC shall be collectively referred to as "SOUTH PADRE."

INVESTMENT POLICY

I. SCOPE

This Investment Policy applies to all financial assets of SOUTH PADRE. The funds are accounted for in SOUTH PADRE'S Comprehensive Annual Financial Report (CAFR) and include (but are not limited to):

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Economic Development Funds

II. OBJECTIVES

SOUTH PADRE shall manage and invest its cash with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments

shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

SOUTH PADRE shall utilize cash management procedures which include collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and interest earnings on short-term investment of idle cash.

Safety

The primary objective of SOUTH PADRE'S investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The investment portfolio shall be structured such that SOUTH PADRE is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, maintaining adequate levels of highly liquid investments and by investing in securities with active secondary markets.

Public Trust

In addition to achieving the stated objectives, all participants in SOUTH PADRE'S investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in SOUTH PADRE'S ability to govern effectively.

Yield

The investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment

policies. To determine portfolio performance, this Policy establishes "weighted average yield to maturity" as the standard calculation.

INVESTMENT STRATEGY

SOUTH PADRE maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating fund and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term investments that will complement each other in a ladder or barbell maturity structure with a maximum maturity of two years. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities with a maximum maturity of five years. Funds shall be managed and invested with the

objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in cash equivalent investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of investments held should not exceed the estimated project completion date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.
- E. Investment strategies for Economic Development Funds will consider that these fund balances are designated for economic development projects and will be scheduled by the South Padre Economic Development Corporation. In addition to considerations addressed in the balance of this Investment Policy, the maximum weighted average maturity of Economic Development Funds shall not exceed two years. The maximum maturity of an individual investment shall not exceed three years. To ensure adequate liquidity for unanticipated cash needs, a portion of the fund balances shall be invested in financial institution deposits, constant dollar investment pools, or money market mutual funds. Any term-specific investments shall be matched with anticipated cash requirements. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

III. RESPONSIBILITY AND CONTROL

Delegation of Authority and Training

The City Manager and Finance Director are designated as Investment Officers of SOUTH PADRE. The City Manager shall approve all strategic investment programs prior to implementation. The City's Finance Director is responsible for day-to-day cash management activities, including, but not limited to, transfers between the City's Primary Depository and authorized local government investment pools. The City's Finance Director shall

establish procedures for the operation of the cash management and investment programs, consistent with this Investment Policy.

In order to ensure qualified and capable investment management, each Investment Officer shall attend at least one training session, from an independent training source, and containing at least 10 hours of instruction relating to the Officer's responsibility under the PFIA within 12 months after assuming duties. Thereafter, each Investment Officer shall additionally attend at least one training session, from an independent training source, and containing at least 8 hours of instruction relating to the Officer's responsibility under the PFIA not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date.

The approved independent sources of training are: Government Finance Officers' Association of Texas, Government Treasurers' Organization of Texas, Government Finance Officers' Association, University of North Texas, Texas City Managers Association, and the Texas Municipal League.

Internal Controls

The City's Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of SOUTH PADRE are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the City's Finance Director shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.

- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

Prudence

The standard of prudence to be applied to the Investment Officers shall be the "prudent person" rule, which states: "Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under SOUTH PADRE'S control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written Investment Policy of SOUTH PADRE.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately to the City Manager and/or the Council and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair the ability to make impartial investment decisions and shall disclose to the City Manager any material financial interests in financial institutions that conduct business with SOUTH PADRE. They shall further disclose positions that could be related to the performance of SOUTH PADRE'S portfolio. Investment Officers shall subordinate their personal financial transactions to those of SOUTH PADRE, particularly with regard to timing of purchases and sales.

An Investment Officer who has a personal business relationship with an organization seeking to sell an investment to SOUTH PADRE shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to SOUTH PADRE shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing bodies of SOUTH PADRE.

Quarterly Reporting

The Investment Officers shall submit a signed quarterly investment report, crafted in compliance with the PFIA, to the City Manager and each respective governing body, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment instruments, maturities, risk characteristics, and shall explain the total investment return for the quarter.

At the end of the fiscal year, the Investment Officers shall include information incorporating the full year's investment portfolio activity and performance.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow SOUTH PADRE to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period by maturity date.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of investments for the period.
- C. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- D. Listing of investments held by fund.
- E. The percentage of the total portfolio which each type of investment represents.
- F. Statement of compliance of SOUTH PADRE'S investment portfolio with State Law and the Investment Strategy and Policy approved by the governing bodies.

Active Portfolio Management

SOUTH PADRE shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold before they mature if market conditions present an opportunity for SOUTH PADRE to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

SOUTH PADRE is not required to liquidate investments that were authorized investments at the time of purchase but no longer meet one or more requirements of this Policy.

Not less than quarterly, the Investment Officer will obtain the current credit rating for each held investment from a reliable source to ensure that the investment has maintained the required minimum rating. An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. SOUTH PADRE shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

Investments

Assets of SOUTH PADRE may be invested in the following instruments.

1. Authorized

- A. Obligations of the United States of America, its agencies and instrumentalities.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
- E. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is

guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, b) is secured by obligations described in Section V. SAFEKEEPING AND CUSTODY and in a manner and amount provided by law for deposits of SOUTH PADRE, or c) is executed through a depository institution or an approved broker that has its main office or a branch office in Texas that meets the requirements of the PFIA.

- F. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the City's Finance Director, other than an agency for the pledger. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.
- G. Texas local government investment pools that seek to maintain a stable dollar asset value, would be described as "government" portfolios, are specifically authorized by the governing bodies of the City of South Padre Island and the South Padre Economic Development Corporation, and comply with the requirements of State law.
- H. Investment pools that provide fixed maturity, fixed yield investments, are specifically authorized by the governing bodies of the City of South Padre Island and the South Padre Economic Development Corporation, and comply with the requirements of State law.
- I. SEC registered, no load, government money market mutual funds that comply with the requirements of State law.

2. Not Authorized

SOUTH PADRE'S authorized investment options are more restrictive than those allowed by State law. State law specially prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

3. Holding Period

SOUTH PADRE intends to match the holding periods of investment funds with liquidity needs of SOUTH PADRE. In no case will the average maturity of investments of SOUTH PADRE'S operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years.

4. Risk and Diversification

SOUTH PADRE recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments.

- C. All investment funds shall be placed directly with qualified investment providers as authorized by this Investment Policy and the PFIA.

IV. SELECTION OF QUALIFYING INSTITUTIONS

All financial institutions, broker/dealers and investment providers who desire to become qualified for investment transactions must provide an Investment Provider Certificate in compliance with the PFIA.

Primary Depository

In compliance with State legislation, a Primary Depository shall be selected through SOUTH PADRE'S banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the City's Finance Director shall conduct a review of prospective depository's credit characteristics and financial history.

Broker/Dealers

For broker/dealers of investment securities, SOUTH PADRE may select any dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers." Other non-primary firms may be utilized if analysis reveals that such firms are adequately financed to conduct public business. Any broker/dealer must have been authorized by the City Council to execute transactions with SOUTH PADRE prior to any such transaction (Appendix A.).

V. SAFEKEEPING AND CUSTODY

Insurance and Collateral

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. SOUTH PADRE reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards deposits. Financial institutions serving as SOUTH PADRE depositories will be required to sign a depository agreement

with SOUTH PADRE. The collateralized deposit portion of the agreement shall define SOUTH PADRE'S rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the depository and SOUTH PADRE contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or authorized Committee of the depository and a copy of the meeting minutes must be delivered to SOUTH PADRE; and
- The Agreement must be part of the depository's "official record" continuously since its execution.

Insurance, Pledged Collateral or Purchased Securities - With the exception of deposits secured with irrevocable letters of credit at 100% of amount, all deposits of SOUTH PADRE funds with eligible depositories shall be secured by pledged collateral with a market value equal to or greater than 102% of the deposits, less any amount insured by the FDIC. Repurchase agreements shall be documented by a specific agreement noting the "purchased securities" in each agreement. Collateral pledged and purchased securities shall be held at an independent safekeeping agent approved by SOUTH PADRE and reports of said securities reviewed at least monthly to assure the market value equals or exceeds the related SOUTH PADRE investment.

Evidence of the pledged collateral shall be maintained by the City's Finance Director or a third party financial institution.

Custodial Agreement

Collateral pledged to secure deposits of SOUTH PADRE shall be held by a safekeeping institution in accordance with a custodial agreement which clearly defines the procedural steps for gaining access to the collateral should SOUTH PADRE determine that SOUTH PADRE'S funds are in jeopardy. The custodial institution, or Custodian, shall be the Federal Reserve Bank or

an institution not affiliated with the firm pledging the collateral. A custodial receipt shall be issued to SOUTH PADRE listing the specific investment, CUSIP, rate, maturity, and other pertinent information.

Collateral Defined

SOUTH PADRE shall accept only the following as collateral:

- A. FDIC insurance coverage.
- B. A bond, certificate of indebtedness, debenture or letter of credit of the United States or its agencies and instrumentalities, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States or its agencies and instrumentalities.
- C. Obligations, the principal and interest on which, are conditionally guaranteed or insured by the State of Texas.
- D. A bond of a county, city or other political subdivision of the State of Texas having been rated no less than "A" or its' equivalent by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.
- E. A letter of credit issued to SOUTH PADRE by the Federal Home Loan Bank.

Subject to Audit

All collateral shall be subject to inspection and audit by the City's Finance Director or SOUTH PADRE'S independent auditors.

Delivery vs. Payment

Investment securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the safekeeping agent. The security shall be held in the name of SOUTH PADRE or held on behalf of SOUTH PADRE. The safekeeping agent's records shall assure the notation of

SOUTH PADRE'S ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to SOUTH PADRE.

VI. INVESTMENT POLICY ADOPTION

SOUTH PADRE Investment Policy shall be annually reviewed and adopted by action of each respective governing body.

Appendix A.

Authorized Broker/Dealers

Bonwick Capital Partners
Cantor Fitzgerald
Coastal Securities
FTN Financial
Raymond James
Rice Financial
Wells Fargo

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

MEETING DATE: June 1, 2016

NAME & TITLE: Armando Gutierrez, Jr., P.E. Public Works Director

DEPARTMENT: Public Works

ITEM

Approval of the installation of the wording "Community Center" in the front of the building for an amount of \$865.50 and approval of Change Order #6 in the same amount.

ITEM BACKGROUND

The New Community Building has been completed and is in use. The name "South Padre Island" was part to the original lettering that was in place and was left. The additional lettering is to identify the use of the building as a community center and will be placed underneath the existing lettering.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-572-1001 by \$870 for the purchase and installation of the wording at the community center.

The current level of excess reserves in the General Fund is approximately \$147,000.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

RECOMMENDATIONS/COMMENTS

SRC Services, Inc.
PO Box 3079
South Padre Island, TX 78597
Ph: 956-433-5492
Fax: 956-433-5578

PROPOSAL

Name: Armando Gutierrez Jr.	Date: 5/24/16
Address: SPI City Hall	PO#
Project Name: Building Signage	

Scope of work is as follows:

Furnish labor and materials for building sign. \$865.50

Includes labor to install.

Letters will be individual block letters painted to match building colors.

Includes one sign that reads (Community Center)

Total: \$865.50

Drawing Date: N/A

Exclusions:

Thank you

Jason Shanks

SRC Services, Inc.

Cell# 507-269-1513

Email: jason@srcservicesinc.net

OK To Proceed:

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Construction Contract Change Order Request Form

Architect: Listi Architects PO Box 2220 South Padre Island, TX 78597 Phone No.: 956-345-9960	Owner: City of South Padre Island 4601 Padre Blvd South Padre Island, TX 78597 Phone No.: 956-761-8159	Contractor: SRC Services PO Box 3079 South Padre Island, TX 78597 Agreement Date: 6/25/2015 Phone No.: 956-433-5492	
Project No.: Project Description: Old City Hall Renovations		Change Order No.: 6 Date: 5/24/2016	
Reason for Request: Addition of a partition wall with door or retractable sliding gate.			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Lettering		\$1000
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	

5-29

Original Contract Price: \$283,053.00	Original Contract Time: 260 days
Previous Change Order(s): No. 1 to No. 5 \$22,751.27	Net Change From Previous Change Orders: 60 days
Contract Price Prior to this Change Order: \$305,804.27	Contract Time Prior to this Change Order: 320 days
Net Increase/Decrease of this Change Order: \$1000.00	Net Increase/Decrease of this Change Order: 14 days
Contract Price With all Approved Change Orders: \$306,804.27	Contract Time With all Change Orders: 334 days
Cumulative Percent Change in Contract Price (+/-): 8.4 %	Current Construction Contract End Date: (mm/dd/yy) 5/29/2016
Construction Contract Start Date: (mm/dd/yy) 7 / 13 /2015	New Construction Contract End Date: (mm/dd/yy) 6/12/2016

This Change Order Request is not valid until approved by the City Council.

RECOMMENDED:

By: _____

ENGINEER

Date: _____

APPROVED:

By: _____

OWNER

Date: _____

ACCEPTED:

By: _____

CONTRACTOR

Date: _____

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

MEETING DATE: June 1, 2016

NAME & TITLE: Albert Perez, Interim Fire Chief

DEPARTMENT: Fire Department

ITEM

Approve a budget amendment to allocate grant funds for training in the amount of \$ 1,875.

ITEM BACKGROUND

The TIFFMAS Grant Assistance Program was launched in 2010 as a result of Senate Bill 1011 of the 81st Texas State Legislature. TIFMAS is A acronym for Teas Intrastate Fire Mutual Aid system. The Program provides reimbursement grants to career fire departments and combination Department Assistance Program (HB 2604 Program).

Training Tuition grants will reimburse 100% of the cost of tuition for eligible courses, not to exceed \$87 per day per trainee, not to exceed \$160 per trainee, and not to exceed \$6100 per school. The annual maximum cap per department is \$12,000

BUDGET/FINANCIAL SUMMARY

Increase line Item 01-46068 (Grant Revenue) by \$1,875

Increase line Item 01-522-0550 (Training) by \$1,875

No financial impact

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____

NO: _____

Approved by Legal: YES: _____

NO: _____

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: June 1, 2016

NAME & TITLE: Alita Bagley, Council Member

DEPARTMENT: City Council

ITEM

Approve second and final reading of Ord. No. 16-12 adding to Chapter 3, Sec. 3-33 requiring pet owners to obtain a pet license in the City of South Padre Island.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

ORDINANCE NUMBER 16-12

AN ORDINANCE OF THE CITY COUNCIL OF THE SOUTH PADRE ISLAND, TEXAS, ADDING TO CHAPTER 3, SEC. 3 – 33 REQUIRING PET OWNERS TO OBTAIN A PET LICENSE IN THE CITY OF SOUTH PADRE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.

Whereas, licensing lets people know that pets are up to date on vaccinations;

Whereas, some pets are used for rehabilitation, special needs and companionship;

Whereas, to ensure a pet is returned to its rightful owner; and

Whereas, the City of South Padre Island deems it appropriate to provide for regulation of pet licensing in order to protect the health, safety and welfare of the citizens.

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

SECTION 1. Article V of Chapter 3 of the Code of Ordinances of the City of South Padre Island pertaining to Animals and Fowl is hereby amended to add a new section 3-33 "Pet Licensing Required" as following:

Sec. 3-33 Pet Licensing Required

It shall be the duty of every person who owns a dog and/or cat or keeps a dog and/or cat in or on his premise or premises under his control within the city to properly license their dog and/or cat, four months or older with the duly authorized animal shelter within the City.

SECTION 2. Any violation of this Animals and Fowl Ordinance may be punished by a fine not to exceed five hundred dollars (\$500.00) for each offense, and for each hour such offense shall continue shall be deemed a violation and a separate offense, and the penalty provisions of Sec. 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

SECTION 3. 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 City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

SECTION 4. This Ordinance shall become effective when published in caption form.

5-33

PASSED, APPROVED, AND ADOPTED on First Reading, this 18th day of
May, 2016.

PASSED, APPROVED, AND ADOPTED on Second Reading, this _____ day
of _____, 2016.

ATTEST:

**CITY OF SOUTH PADRE ISLAND,
TEXAS**

SUSAN HILL, CITY SECRETARY

BHARAT R. PATEL, MAYOR

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

MEETING DATE: June 1, 2016

NAME & TITLE: Susan Hill, City Secretary

DEPARTMENT: Administration

ITEM

Discussion and action regarding Outside Agency funding requests.

- a. Boys & Girls Club of Laguna Madre - \$25,000
- b. El Paseo Arts Foundation - \$46,090 (in-kind services)
- c. Sea Turtle, Inc. - \$ (unknown – has not submitted request)
- d. Valley Proud Environmental Council - \$(unknown – has not submitted request)

ITEM BACKGROUND

On April 18, 2016 application packets were sent out to our existing Outside Agencies with a letter that all applications were due by May 20, 2016. Two have submitted their application for the 2016-17 budget year totaling \$71,090, which includes the in-kind request of \$46,090. Last year, the City allocated a total of \$10,000 to the Outside Agencies (not including El Paseo Arts Foundation) in the amounts of:

\$ 5,000 – Boys & Girls Club
2,500 – Sea Turtle Inc.
2,500 – Valley Proud Environmental Council

Note: El Paseo Arts Foundation in-kind services request last year was \$36,260.

Please note that all funded agencies are required to submit semi-annual reports to the City Secretary. Payment shall be rendered to the Outside Agency semi-annually with the first payment to be made no later than October 31st and the second payment to be made after the receipt of the semi-annual report. The semi-annual report is due no later than April 30 and must be filed with the City Secretary before payment can be released. Future funding consideration will not be given if the final report has not been received and filed with the City Secretary.

BUDGET/FINANCIAL SUMMARY

To be determined.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____
Approved by Legal: YES: _____

NO: X _____
NO: X _____

Comments:

RECOMMENDATIONS/COMMENTS

City of South Padre Island Outside Agency Funding Application FY 2016-17

Organization: Boys and Girls Club of Laguna Madre Date: 11 May 2016

Contact Person: Veronica Rodgers Title: CPO

Mailing Address: 190 Port Rd., Port Isabel, TX 78578

Street Address: 190 Port Rd., Port Isabel, TX 78578

Email: cpo@lagunamadrekids.org

Phone No. (956) 943-6310 Mobile No. (956) 345-7711

Fax #

Organization Fiscal Year Calendar Jan-Dec

Funding Request Summary

Program/ Agency Name: The Year of the teen / Boys and Girls Club of Laguna Madre

Amount of Request (\$) 25,000

List other sources of funding:

Boys and Girls Club of America
Driscoll
City of Port Isabel
City of Laguna Vista
Individual Donations
Membership fees.

Summary of request (30 words or less):

The Boys and Girls Club of Laguna Madre is requesting \$25,000 for our Teen program. The scope of the program is to enhance leadership within our youth to ensure success.

Has your organization received outside agency funds before? If so, how was the money spent?

☒ YES

☐ NO

Organization: Boys and Girls Club of Laguna Vista

Additional Information

Agency Certification

I certify that all information reported in this application and attached is true, accurate and complete to the best of my belief and knowledge. I certify that I am authorized to complete and submit this application on behalf of Boys & Girls Club of Laguna Madre (agency) and have been designated as such by the Board of Directors. I will provide written notice of any changes or additions to this information. I understand the agency may need to provide additional information during the application process and, if funded, I understand a written agreement will be required between Boys & Girls Club of Laguna Madre (agency) and the City upon award of funds.

Date: 11 May 2016

Signature VN Rodgers

Printed Name Veronica N. Rodgers

Title CPD

****Note - The deadline to submit funding applications for FY 2016-17 is Friday, May 20, 2016 by 5:00 pm. Completed application must include all required items and be submitted by the deadline to be considered. NO incomplete applications will be accepted.**

Completed application packets should be directed to:

The City of South Padre Island
Attention: Susan Hill, City Secretary
4061 Padre Boulevard, South Padre Island, Texas 78597
Office 956-761-8109 Fax 956-761-3888
shill@myspi.org

Outside Agency Progress Report Semi-Annual or Final

A) Agency Information:

Organization Name: Boys & Girls Club of Laguna Madre
Name & Title of Person Completing Report: Robert Rodriguez - Interim C.P.O.
Phone Number: 956-943-6310 E-mail Address: cpo@lagunamadrekids.org

B) Reporting Period: 2015-2016 (Fiscal Year)

☒ Oct.-March ☐ April-Sep.

☐ FINAL REPORT

C) Funding/Expenditure Information:

FY 2015 Award: \$ 5,000.00

Funding Spent this Reporting Period: \$ 5,000.00 Balance Remaining: \$ 0

D) List the Types of Services Provided During the Reporting Period:

Service to youth in the Laguna Madre Area, to include members from S.P.I., the members have participated in past beach clean-up and are preparing to be involved with the Holiday "Christmas" parade. The members of this Club are also fed Supper and snack during this period.

E) Type of Equipment/Supplies Purchased:

Supplies for our food program were and continue to be purchased. We have purchased supplies for the programs offered at the Club (Art, Homework, Sports).

F) How Services and/or Equipment/Supplies Purchased Have Provided Benefit to Clientele:

We service about 100-120 club members a day (M-F) where they are given dinner and a snack. The members also use equipment for activities at the club. Power Hour → Home work, Recreational Sports activities and supplies to support the programs.

G) Please describe accomplishments and status of project for this reporting period:

We have been successful in our food program, feeding our members → approx. 100-120 a day on average. We also continue to offer Home work (Power Hour) and monitor their Sports activity.

H) Please attach expenditure (statistical) data for this reporting period.

City of South Padre Island

Outside Agency Funding Application

FY 2016-17

Organization: El Paseo Arts Foundation

Date: May 20, 2016

Contact Person: JoAnn Evans Title: Board of Directors Chairperson and Event Coordinator

Mailing Address: P.O. Box 1185, Port Isabel, TX 78578

Street Address: 405 Maxan St. Port Isabel, Texas 78578

Email: info@elpaseoarts.org or evansmnp@hotmail.com

Website: www.elpaseoarts.org

Phone Number: 956-943-4700

Mobile Number: 956-572-5730

Fax: NA

Organization's Fiscal Year: July 1, 2016 – June 30, 2017

Funding Request Summary

Program/Agency Name: El Paseo Arts Foundation, Inc. – A 501 (c)3 non-profit organization

Amount of Request: \$46,090.00 (in kind services at convention center – see attached)

*Request amount is for in-kind services for the use of the convention center facility and services. No actual funding is requested

List other sources of Funding

1. Membership Fees
2. Ticket Sales
3. Sponsorships
4. Grants (TX Commission on the Arts, National Endowment for the Arts)
5. Scholarship Contributions –used only for scholarships

Summary of Request (30 words or less)

Waive rental fees for theatre room, stage and chair set-up, south corridor gallery, conference room with 10 rounds, ticket tables and chairs in corridor for up to 14 performance dates to be determined based on venue availability

Waive rental fees for theatre room and stage set up for up 8 rehearsal dates to be determined based on venue availability.

Has your organization received outside agency funds before? If so, how was the money spent?

Yes, we received funding for in-kind services for FY 2012-13 and FY 2013-14 and FY 2014 -15 and FY 2015-16. The in-kind services funding covered rental fees and associated services for performing arts events held at the convention center.

Organization: El Paseo Arts Foundation, Inc. – A 501 (c)3 non- profit organization

Additional Information

Agency Certification

I certify that all information reported in this application and attached is true accurate and complete to the best of my belief and knowledge. I certify that I am authorized to complete and submit this application on behalf the El Paseo Arts Foundation and have been designated as such by the Board of Directors. I will provide written notice of any changes or additions to this information. I understand the agency may need to provide additional information during the application process and, if funded, I understand a written agreement will be required between the El Paseo Arts Foundation and the City upon award of funds.

Date: May 20, 2016

Signature: _____

Printed Name: JoAnn Evans

Title: Event Coordinator and Chairperson, El Paseo Arts
Foundation Board of Directors

**** Note: The deadline to submit funding applications for FY 16 -17 is Friday, May 20, 2016 by 5:00 pm.** Completed application must include all required items and be submitted by the deadline to be considered. No incomplete applications will be accepted.

Completed application packets should be directed to:

The City of South Padre Island
Attention: Susan Hill, City Secretary
4061 Padre Boulevard, South Padre Island, Texas 78597
Office 956-761-8109 Fax 956-3888

Additional Information

Organizational Background

El Paseo Arts Foundation is a 501(c) (3) not for profit organization with the mission to support and promote the arts in the Laguna Madre Area. The Foundation will be celebrating its 12th season in 2016-17 and has established itself as a respected organization in the local community. One of the ways that El Paseo volunteers strive to achieve the Foundation's mission is by producing a season long program of high quality arts events that are enjoyed by local residents, part-time residents, and tourists who visit the Island.

Our season for 2015- 16 featured nine major events including a major musical, and five additional plays (one a Tony award winning play), one classical music concert, a comedy night, and a concert by an acclaimed pianist and entertainer. We also sponsored a foreign film festival and will host a members and sponsors fine arts program in June. We sponsored an educational program for local students, and will sponsor student summer art camps at the PI Library and Art Space.

Our season for 2016-17 is in the planning stages but the profile of programming will be similar to previous seasons, with theatre, music and foreign films. We are also looking at some unique arts events including free acting workshops for aspiring thespians in the local area. In addition to our major events programming, we will continue to sponsor our educational events.

Section One: City of South Padre Island Funding Criteria

The mission of El Paseo Arts Foundation is consistent with the mission and related strategic goals identified by the South Padre Island City Council.

We value our local residents and strive to support art and arts events that enrich the culture of our community and enhance educational opportunities for local students. No other local organization promotes and supports both fine and performing arts, providing quality theatre, music and dance events for local residents and tourists. To experience arts performances of similar quality local residents and students must travel to Brownsville, Harlingen or McAllen. The City does not have a performing arts venue and the "theatre" room at the Convention Center only becomes such a venue when we transform it with the black drapes we purchased, the lights and sound equipment we rent, and the performers. One of our long term goals is to establish an arts center for the local communities, and with each successful season, we move closer to establishing a record of credibility and success that will earn us the major foundation grant necessary to fund such a venture.

In addition to producing our performance events, and sponsoring arts education programs, we provide scholarships for high school seniors who plan continuing arts education and partner with Art Space and the Port Isabel Library to provide summer art camp programs. Thanks to generous sponsors, we are able to provide student passes to appropriate events. We also partner with the Laguna Madre Art League to help support the Art Gallery in Port Isabel where we rehearse for our local productions.

El Paseo supports our local businesses by purchasing their services and products such as catering and bar services, supplies for productions, advertising, copying and printing. We also partner with retail establishments and hotels on promotions to bring our patrons as customers into their businesses.

Our events are enjoyed and supported by a large number of local area residents and many of these residents show their support for the Foundation through membership and sponsorship. We provide opportunities for local residents and aspiring thespians to develop and practice performance skills through our community theatre program, and we help to enhance the spirit of local community through the many opportunities our volunteers have to work with our events.

We also work to enhance our tourists' experience here on the Island by providing them with entertainment options that many of them enjoy and expect to see in a thriving community. Many visitors come from communities where opportunities for these options are readily available. While the lack of a venue limits our ability to bring in events that would in and of themselves draw large numbers of overnight visitors, the availability of arts opportunities in the immediate area may make this a more attractive destination, may cause tourists to extend their visit in order to attend an event, and may be a factor in tourists choosing to return in the future.

Finally, communities that have a thriving arts culture are more attractive places for the types of investment and development sought by the City. Such communities tend to be the kinds of places where people want to live and work and visit.

The mission of El Paseo also supports goals and objectives in the City's comprehensive plan. Section "C" of Chapter 7 on Economic Development is titled: "Arts, Culture & Historic Preservation – A Means to Help Improve the Town's Economy". The introduction to this section states that, "Arts in any community add a sense of community spirit, creativity and uniqueness... On South Padre Island visual arts, creative writing, theatre, music and dance could provide year round tourist attractions. The richness of the Island experience can only be enhanced by extending a welcome to artists and art events." Two of the three goals for this section directly relate to the work of the El Paseo Arts Foundation:

7.F. Affirm that arts are an important part of the Island experience and encourage creative outlets.

7.G. Work with the CVB to continue to incorporate local arts into their functions such as special events, historical preservation and marketing and to continue to support artists and art events in the community.

The in-kind support provided to the El Paseo Arts Foundation is one of the most visible vehicles by which the city addresses these goals as, unlike many other Texas Cities, the City of South Padre Island does not directly fund any arts organization or facility.

Over the course of the past ten years, the Foundation has established itself as a credible arts organization, recognized throughout the Valley and beyond as an organization that produces high quality arts events. We partner with other area arts organizations on arts events and are contacted by arts organizations from outside the Valley.

Section Two: Hotel Motel Tax Criteria

El Paseo Arts Foundation meets the standards for arts organizations eligible for HOT funding by promoting tourism. We advertise our events in *the Port Isabel/South Padre Press* and *Parade Magazine* and the *Coastal Current* (which is distributed Valley wide). We maintain our own website for information about our events and the opportunity to purchase tickets online. We also promote events through the use of social media with our Facebook page. We post events on the CVB website and City calendar so that vacation planners can access information about events that are available during their planned stay on the Island. We print and distribute posters and flyers for all our major events to local hotels, large condos with significant rental business and local businesses so that our visitors are notified of upcoming events. Some of our events are marketed on NPR and we also do cross-marketing efforts with partner like UTB, UTPA, the Camille Playhouse, and the Commemorative Air Force. Regular email newsletters and announcements reach our 150+ Foundation members and some 45 sponsors with news about upcoming events, and as members of both SPI's and Port Isabel Chambers, we use their email blasts to market events.

In addition to the events hosted at the Convention Centre, we also host several events each year at local hotels. In FY 2015- 16, we hosted one major event at the Isla Grand Resort for two nights and used their catering services. Our event at the Isla Grand Resort played to sold-out audiences, largely comprised of tourists staying in hotels and condos on the Island. In the past, for some of our premiere events, The Hilton, LaCopa, and LaQuinta have in the past developed hotel packages that include our event tickets. In FY 2015-16, the Foundation also worked with the Schlitterbahn Beach Resort and the Padre Rita Grill restaurant to provide catering services for convention center events.

We also sponsored a major event at Louie's Backyard. Working with hotels, hosting events at hotels, and advertising to hotel and condo patrons are ways that Scott Joslove explained that arts organizations might document their support of tourism and the hotel industry when he did the HOT workshop for the City several years ago.

Scott also explained that arts organizations like museums and some sports facilities could qualify for funding by demonstrating that tourists staying in hotels and condos attended the events as part of their stay on the Island.

During the 2010-11 seasons we began an effort to collect zip code data from our patrons in a systematic manner to document that a substantial number of our audience members are tourists. Over time, we have refined our collection methods and now have a very solid base to continue recording the data. In 2011-12 we were able to capture data for all our events except the kick-off event at the Hilton and the sold-out evening performance of *The Good Doctor*. The data collected in the 2011-12 season show that approximately 37% of our audience members were tourists from areas in Texas outside of the bay area communities and tourists from outside the state.

In 2012-13 we collected additional audience data regarding whether tourists were staying overnight on the Island in a hotel or condo and how many nights they were staying on the Island. 54% of our audience members during the season were from out of state and staying in a condo or hotel. Another 17% of the audience members were from Valley cities other than those in the local bay area (e.g. Brownsville, Harlingen, McAllen.) Those staying for 30 days or more accounted for over 11,000 room nights and those staying less than 30 days accounted for almost 1,800 room nights.

In 2013-14 a total of 1,712 patrons attended our events. (*Our data for the 2013-14 season does not include attendance at our three nights of sold out performances for our final show *The Sunshine Boys*). 31% or 530 local residents attended our events. 52% or 891 of our audience members during the season were from out of state and staying in a condo or hotel. Another 17% or 291 of the audience members were from Valley cities other than those in the local bay area (e.g. Brownsville, Harlingen, McAllen.) Those staying for 30 days or more accounted for over 14,300 room nights and those staying less than 30 days accounted for almost 1,935 room nights.

For our tenth (2014-15) our 2123 patrons attended our events. 25% were SPI residents, 20% were from other valley communities, and 56% were tourists from outside our local area. Attendees from the Valley and out of state who stayed in hotels or condos for 30 or more days accounted for 31,659 room nights. Patrons staying in hotels or condos for less than 30 days accounted for 1864 room nights.

During the 2015 -16 season, our 11th season, 2169 patrons attended our events. 29% of the patrons were from SPI. 16% of the patrons were from other bay area communities and 55% were from outside the area with most of these people staying in hotels or condominiums on the Island. For the entire 2015-16 arts season, patrons at the events who stayed for more than 30 days in hotels or condominiums accounted for 35,248 room nights. Patrons at the events who stayed in hotels or condominiums for less than 30 days accounted for 1908 room nights.

As in past seasons, we saw a large number of attendees at our events who were staying in hotel rooms or condos on the Island. The data suggest that many visitors to the Island take advantage of El Paseo events and account for many room nights in hotels or condos.

It is important to note that our overall attendance is limited by venue availability and seating. Most of our events can be presented just once due to space availability. We seldom can even do more than two performances for a local production. The theatre room will seat only 160 – 200 depending on the size of the stage.

It is also important to note that we request the use of space only on those dates when it is not being rented by a conference or event and would otherwise sit empty. In some cases, we share the center with an event or conference that is using the other section of the building. No events or conventions are lost as a result of our use of the center. Most of our events are held during the week rather than on a weekend when other major Island events occur.

Conclusion:

The in-kind services we receive from the City via the CVB's waiving of fees that would otherwise be paid to the HOT tax fund enable us to produce performing arts events for our community. There is no other suitable venue available for our local theatre productions and the theatre room has the best acoustics for a music concert. The in-kind services we receive allow us to produce high quality events at a price that makes them affordable for tourists and residents alike. For some productions, we provide student pricing to encourage families to attend. Adding rental fees and services to our already high production costs would make the production costs prohibitive without a substantial increase in ticket prices and a sizeable increase in the amount of sponsorships we receive. All production costs, including lighting, sound, costuming, performance fees and production rights, instrument rental, printing, and advertising are paid by the Foundation with revenue raised through tickets, memberships, sponsorships and grants. Operating costs are paid with membership dues, and student scholarships are funded by patron donations. We operate on a zero sum budget, with projected revenues equal to projected expenses.

South Padre Island's Convention and Visitors Bureau (CVB) is listed as our largest sponsor for all sponsorship acknowledgments. The in-kind support that is provided by CVB to El Paseo Arts Foundation permits El Paseo to provide arts events and to support the arts in our community. The arts entertainment that the El Paseo Arts Foundation brings to the community is the primary way that the City meets its goals of providing arts experiences for residents and visitors.



EL PASEO 2016/2017 PROPOSED OCCUPANCY DATES ESTIMATE

	NUMBER OF IN HOUSE DAYS				SET UP-TEAR DOWN ROOM RENTAL 8-Hours	REHEARSAL DAYS RENTAL	PERFORMANCE DAYS RENTAL	***2 OPERATIONS STAFF	UTILITIES	ROOMS UTILIZED
2016/2017	14	**	El Paseo	Performance Nights	\$8,400.00		\$16,100.00	\$5,670.00	\$5,600.00	Conference Theater, 103-104
2016/2017	8	**	El Paseo	Rehearsal		\$5,200.00		\$1,920.00	\$3,200.00	Conference Theater
					\$8,400.00	\$5,200.00	\$16,100.00	\$7,590.00	\$8,800.00	\$46,090.00
				Rental Space Comped for the Arts in Lieu of Monetary Donation				*8 HOURS PER SETUP TEAR DOWN AND 4-8 HOURS REHEARSAL AND PERFORMANCE DAYS AVERAGE \$15.00 PER HR		

6-17

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

MEETING DATE: June 1, 2016

NAME & TITLE: Alita Bagley/Theresa Metty, Council Members

DEPARTMENT: City Council

ITEM

Discussion and action to file a motion to intervene on application filed by Texas LNG, Next Decade LNG LLC, including Rio Grande LNG LLC and Rio Bravo Pipeline LLC in order to ensure the City's rights to take action in the future and to oppose these companies from setting up in this area.

ITEM BACKGROUND

One of the LNG companies, Texas LNG has formally filed their application with the Federal Energy Regulatory Commission (FERC). There is a very short window within which individuals and communities/entities can file to be an intervener for the case. Being an intervener preserves your right to have a legal standing, if necessary, down the road and allows you to receive information pertaining to this issue directly from FERC.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____
Approved by Legal: YES: _____

NO: _____
NO: _____

RECOMMENDATIONS/COMMENTS



Intervene

Motions to Intervene

Individuals have the option to intervene in Commission proceedings. Intervenor becomes participants in a proceeding and have the right to request rehearing of Commission orders and seek relief of final agency actions in the U.S. Circuit Courts of Appeal. All motions to intervene should be submitted to the Commission pursuant to **18 C.F.R. § 385.214**. The Commission expects parties to intervene in a timely manner based on the reasonably foreseeable issues arising from the applicant's filing and the Commission's notice of filing.

Motions to intervene must be served on the applicant. Any subsequent submissions by an intervenor must be served on the applicant and all other parties to the proceeding. Contact information for parties can be downloaded from the service list at the [eService](#) link on FERC Online. Service can be via email with a link to the document.

Intervention is not applicable in two instances:

- Intervention is not permitted during Pre-Filing Activity (PF and PT Dockets) because there is no application officially before the Commission. Comments may be filed during the Pre-Filing phase.
- Intervention is not necessary for persons submitting comments in a rulemaking, administrative, or policy proceeding (RM, AD, and PL Dockets). Commenters in these dockets are considered parties with the same rights as intervenors in application-related dockets. There are no service requirements for comments filed in RM, AD, or PL dockets.

Motion to Intervene Out of Time

A key purpose of the intervention deadline is to determine, early on, who the interested parties are and what information and arguments they can bring to bear. Interested parties are not entitled to hold back awaiting the outcome of the proceeding, or to intervene when events take a turn not to their liking.

The Commission's regulations dealing with motions for late intervention state that, in acting on such a motion, the decisional authority may consider:

- Whether the movants had good cause for not filing timely;
- Any disruption of the proceeding that might result from permitting intervention;
- Whether the movant's interest is adequately represented by other parties; and
- Whether any prejudice to, or additional burden on, existing parties might result from permitting intervention.

Late intervention at the early stages of a proceeding generally does not disrupt the proceeding or prejudice the interest of any party. The Commission is therefore more liberal in granting late intervention at the early stages of a proceeding. A petitioner for late intervention, however, bears a higher burden to show good cause for late intervention after the issuance of a final order in a proceeding and generally it is Commission policy to deny late intervention at the rehearing stage, even when the movant claims that the decision established a broad policy of general application.

How to file for intervenor status

CONTACT

FERC Online Support

Email:

ferconlinesupport@ferc.gov

Telephone Numbers

QUICK LINKS

[FAQs: Active Participation/Intervention in FERC Cases](#)

[18 C.F.R. 385.214](#)

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The Commission encourages electronic submission of motions to intervene via the [eFiling](#) link on the Commission's website. There are document attachment and document-less options for both timely and out-of-time motions to intervene. All contacts that are to be added to the Service List for the applicable docket must have a validated eRegistration account and their email addresses must be added online in order for their contact information to appear on the service list. The contact's email address will be included as part of the service list information to facilitate electronic service by parties and the Commission.

Persons unable to file electronically should send an original and three copies of the motion to intervene by overnight services to:

Kimberly D. Bose, Secretary
Nathaniel J. Davis, Sr., Deputy Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Receipt of mail sent via the US Postal Service may be subject to irradiation and significant delays.

Updated: July 9, 2014

η-3

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

TEXAS LNG BROWNSVILLE LLC)

DOCKET NO. CP16-116

**MOTION TO INTERVENE OF
CITY OF SOUTH PADRE ISLAND, TEXAS**

Pursuant to Rules 212 and 214 of the Federal Energy Regulatory Energy Regulatory Commission's ("Commission") Rules of Practice and Procedure, 18 CFR §§ 385.212 and 385.214 (2007), the City of South Padre Island, Texas ("City") hereby moves to intervene in the above-captioned proceeding.

I. Background

On March 30, 2016, Texas LNG Brownsville LLC ("Texas LNG") filed with the commission an Application for Authorization under Section 3(a) of the Natural Gas Act for authority to site, construct, modify, and operate facilities used for the export of natural gas located in Cameron County, Texas (the "project") in or adjacent to the corporate limits or extra-territorial jurisdiction of the City of South Padre Island, Texas.

II. Motion to Intervene

A. Description of the City

The City, a Texas municipality incorporated in 1973, is located in Cameron County, Texas along the shores of the Laguna Madre and the Gulf of Mexico. In 2008 , City Ordinance No. 08-08 recorded the city's population as 5,001. Principal industries in the city include fishing, tourism and recreational water sports. As a municipality located closely to the proposed project, the city is

directly affected. Visitors to the city will pass by the project before arriving to the city, and elements of the project will be visible from the city. As a community dependent on tourist spending, the aesthetic appeal of the surrounding area is economically-vital. City residents employed in the fishing and tourism industries use waters and other natural environments commercially that may be impacted by the project, while other city residents use potentially impacted waters and environments for recreational purposes. The city is located in close proximity to the project site, and subject to potential adverse health and safety impacts, including emissions, dust, noise and light generated by daily operations, as well as technological hazards associated with potential incidents at the project site. The proximity of the project to the city's transportation infrastructure, including the Brazos Santiago Pass, Gulf Intracoastal Waterway, the Gulf of Mexico and Port Isabel Ship Channel and Turning Basin, as well as State Highways 100 and 48 expose the city to potential transportation disruption caused by operations or incidents at the project site. Furthermore, the city is highly-dependent on revenues collected from property, sales taxes, and hotel-motel occupancy tax and any decline in property values or in tourist visits will result in economic harm to the city. In addition to impacts related to the project's location in relation to the city, the city also notes potential adverse impacts by the project on cultural and environmental resources located at or adjacent to the project site, including the potential for injury to the Kemps Ridley Sea Turtle and the Piping Plover, both protected species, and impacts upon the Bahia Grande unit of the Laguna Atascosa Wildlife Refuge, which houses endangered species such as the Ocelot,

Jagurundi, and numerous bird and plant species; and which has also been the site of discoveries of Karankawa Indian artifacts. The city reasonably believes that the project will impact these precious cultural and environmental resources, which are of significance to South Padre Island residents and visitors. Additionally, the City of South Padre Island reserves the right to add or amend elements related to its standing to intervene in this proceeding.

B. Motion to Intervene

Based on the above, the city has a direct and substantial interest in the above docket, and may be directly impacted by the outcome of this proceeding. The city cannot be adequately represented by any other party and may be adversely affected or bound without opportunity to present its position unless it is permitted to participate in this matter. Moreover, the city's participation in this proceeding is in the public interest. Accordingly, good cause exists to grant the city's motion to intervene.

III. Communications

All correspondence and communications related to this proceeding should be directed to the following individuals whose names and addresses should be placed on the official service list maintained by the Secretary for this proceeding:

Darla A. Jones,
Interim City Manager,
City of South Padre Island
4601 Padre Boulevard
South Padre Island, TX 78597

Paul Y. Cunningham, Jr.
City Attorney,
City of South Padre Island
P.O. Box 2729
South Padre Island, TX 78597

D-6

Phone: 956-761-8107

Fax: 956-761-3888

djones@myspi.org

Phone: 956-761-6476

Fax: 956-761-7812

lawofficepyc@sbcglobal.net

IV. Conclusion

Wherefore, for the reasons discussed above, the City of South Padre Island, Texas respectfully requests that the Commission grant the city's motion to intervene as a party in the above-captioned proceeding with all of the rights attendant thereto.

Respectfully submitted,

Darla A. Jones, Interim City Manager
South Padre Island, Texas

Dated: June 1, 2016

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the applicant at the address listed in the service list maintained by the Secretary for this proceeding, as required by 18 CFR § 385.2010.

Dated in South Padre Island, Texas, this the 1st day of June, 2016.

Darla A. Jones, Interim City Manager,
City of South Padre Island, Texas
4601 Padre Boulevard
South Padre Island, TX 78597

7-8

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

MEETING DATE: June 1, 2016

NAME & TITLE: Darla A. Jones, Interim City Manager

DEPARTMENT: Administration

ITEM

Discussion and action related to an Interlocal Agreement with the City of Port Isabel for operation and housing of the Reading Room, a branch of the Port Isabel Public Library.

ITEM BACKGROUND

The Port Isabel Public Library has operated the "Reading Room" on South Padre Island for many years to provide library services to South Padre Island residents and visitors. In previous years, South Padre Island paid the Friends of the Port Isabel Library, as an Outside Agency to subsidize their costs, including rent on a space to operate. The Friends of the Port Isabel Library is no longer associated with the City of Port Isabel.

The recent remodeling of the Old City Hall, now called the Community Center, has provided a space for the Reading Room to be located. The Port Isabel City Manager was consulted when the building plans were being drafted to ensure the space would fit their needs. To provide the library services, the City of Port Isabel is seeking \$20,000 from the City of South Padre Island to subsidize their costs associated with operation. The draft agreement and cost breakdown is attached for your review. This draft Interlocal Agreement was sent to the Port Isabel City Manager for his review prior to your consideration. This is an excerpt of the email received from Mr. Hockema (PI City Manager):

"Previously, SPI had been paying the Friends of Library, which in turn paid us for the cost of the employees, books, circulation system, etc. The Friends decided that they didn't want to be involved anymore, so the two cities were going to contract directly.

Part of the issue was that the old Club Padre location cost more to operate than what SPI gave the Friends. The remedy to that was to move to the Old City Hall, because it would eliminate the rent and utility expense.

In September, after the Friends dropped the reading room, the City of Port Isabel stepped in to prevent the reading room from closing, with the understanding that the room would move to the

Old City Hall and that the agreement would be passed to reimburse us for our costs. We haven't been paid since October because this agreement and the new building have been pending.

Jared Hockema,
City Manager

City of Port Isabel, Texas
305 E Maxan St
Port Isabel TX 78578

956-943-2682"

The Parks, Recreation and Beautification Committee met and discussed the use of the entire building, including the Reading Room space. Several members questioned the amount of usage and the fact that the Port Isabel Library is fairly close if library services are needed.

BUDGET/FINANCIAL SUMMARY

\$20,000 – budgeted in FY 2016 (not paid)

\$20,000 – proposed FY 2017 budget

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal:	YES: _____	NO: _____
Approved by Legal:	YES: _____	NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

The Parks, Recreation and Beautification Committee recommend denial of the Interlocal Agreement.

8-2

STATE OF TEXAS
COUNTY OF CAMERON

INTERLOCAL COOPERATION AGREEMENT

BE IT REMEMBERED, that on this the 1st day of June, 2016, the City of Port Isabel, Texas, hereinafter referred to as "Port Isabel," and the City of South Padre Island, hereinafter referred to as "South Padre Island," entered into an interlocal cooperation agreement, pursuant to Texas Government Code, Chapter 791, for the purpose of operating a reading room on South Padre Island.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, The City of Port Isabel, Texas and the City of South Padre Island, collectively referred to as the "parties," are units of local government of the State of Texas, as defined in the act; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the construction of drainage improvements, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, in exchange for fair compensation.

I. SCOPE OF WORK

The parties agree that the Port Isabel will operate a reading room on South Padre Island, using forces and equipment from the City of Port Isabel. The reading room will be operated from premises located at 4501 Padre Blvd, owned by the City of South Padre Island, using materials and equipment owned by the City of Port Isabel.

The City of Port Isabel will furnish staff to operate the reading room for a minimum of 960 hours per year.

II. COMPENSATION

The parties agree that the South Padre Island will provide fair compensation to the City of Port Isabel prior to the commencement of the project, in the amount of \$20,000, as set forth in Exhibit B.

The parties acknowledge that the quotation provided in is an estimate only, and that if the price of the work to be performed exceeds the quoted price in Exhibit B, the City of South Padre Island will pay the difference to the Port Isabel, provided the City of Port Isabel has first

provided notice to the City of South Padre Island of the increased price, and provided the South Padre Island with an opportunity to accept or reject the price increase.

The parties further agree that the City of South Padre Island will additionally contribute the use of its premises, electric utilities, water utilities, janitorial service and supplies, telephone service and data service towards the reading room project. If the City of South Padre Island fails or is unable to make the additional contribution as provided herein, the City of Port Isabel shall be entitled to additional compensation, not to exceed the actual cost of providing the services to be contributed.

III. RELATIONSHIP OF THE PARTIES

The parties intend that the City of Port Isabel, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither the City of Port Isabel, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the City of South Padre Island.

IV. TERM AND NOTICE

The parties agree that term of this agreement shall be for one year from the date of execution, unless terminated by either party, upon 30 days' notice.

The parties further agree that notice under this agreement shall be effective if made upon the presiding officer of the party by certified mail or courier, as provided below:

For the City of Port Isabel:

Hon. Joe E. Vega
305 Maxan Street
Port Isabel TX 78578

For the City of South Padre Island:

Hon. Bharat Patel
4601 Padre Blvd
South Padre Island TX 78597

V. MISCELLANEOUS

The City of Port Isabel agrees to promptly defend, indemnify and hold the South Padre Island harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City of Port Isabel, its agents, officers, and or employees in the performance of activities of duties pursuant to this agreement.

The parties agree that this agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or

modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

The parties further agree that this agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Cameron County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED THIS, the _____ day of _____, 2016.

Hon. Joe E. Vega, Mayor,
City of Port Isabel, Texas

Hon. Barry Patel, Mayor,
City of South Padre Island, Texas

ATTEST:

Susie Alcocer, City Secretary,
City of Port Isabel, Texas

Susan Hill, City Secretary,
City of South Padre Island, Texas

8.5

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

MEETING DATE: June 1, 2016

NAME & TITLE: Council Members/EDC Board of Directors

DEPARTMENT: City Council/EDC

ITEM

Discussion and action to approve Resolution No. 2016-16 removing William DiLibero from the Economic Development Corporation Board of Directors pursuant to Section 505.051(c) of the Local Government Code; and to appoint a replacement to the unexpired term (term ends December 31, 2016).

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS



RESOLUTION NO. 2016-16

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH PADRE ISLAND, TEXAS,**

WHEREAS, the Bi-laws of the South Padre Island Economic Development Corporation Section 3.02(b) states "A director serves at the pleasure and will of the City Council of the City of South Padre Island, Texas and any director may at any time be removed as a director without cause or reason by the enactment of a Resolution by City Council"; and

WHEREAS, Section 505.051(c) of the Texas Local Government Code states that a director may be removed by the governing body of the authorizing municipality at any time without cause

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of South Padre Island, Texas:

Section 1. William DiLibero shall be, and is hereby, removed from the South Padre Island Economic Development Corporation Board of Directors.

Section 2. This resolution shall become effective immediately upon passage, approval and adoption by the South Padre Island City Council.

PASSED, APPROVED AND ADOPTED on this the 1st day of June, 2016

CITY OF SOUTH PADRE ISLAND, TEXAS

Bharat R. Patel, Mayor

ATTEST:

Susan M. Hill, City Secretary

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C1. ADDITIONAL PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 505. TYPE B CORPORATIONS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 505.001. DEFINITION. In this chapter, "authorizing municipality" means the municipality that authorizes the creation of a Type B corporation.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.002. APPLICABILITY OF CHAPTER. This chapter applies only to:

(1) a municipality:

(A) that is located in a county with a population of 500,000 or more; and

(B) in which the combined rate of all sales and use taxes imposed by the municipality, this state, and other political subdivisions of this state having territory in the municipality does not exceed 8.25 percent on the date of any election held under or made applicable to this chapter;

(2) a municipality:

(A) that has a population of 400,000 or more;

(B) that is located in more than one county; and

(C) in which the combined rate of all sales and use taxes imposed by the municipality, this state, and other political subdivisions of this state having territory in the municipality, including taxes imposed under this chapter, does not exceed 8.25 percent; or

(3) a municipality to which Chapter 504 applies.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.003. AUTHORITY TO CREATE CORPORATION. (a) A municipality may authorize the creation under this subtitle of a Type B corporation.

(b) A municipality may not authorize the creation of more than one Type B corporation.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.004. CONTENTS OF CERTIFICATE OF FORMATION. The certificate of formation of a Type B corporation:

(1) must state that the corporation is governed by this chapter; and

(2) may include in the corporation's name any word or phrase the authorizing municipality specifies.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Sec. 505.005. CORPORATION NOT SUBJECT TO CERTAIN PROVISIONS. Sections 501.203, 501.205, 501.251-501.254, 501.255(a) and (b), 501.256, and 501.257 do not apply to a corporation under this chapter.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

SUBCHAPTER B. GOVERNANCE OF CORPORATION

Sec. 505.051. BOARD OF DIRECTORS. (a) The board of directors of a Type B corporation consists of seven directors.

(b) A director is appointed by the governing body of the authorizing municipality for a two-year term.

(c) A director may be removed by the governing body of the authorizing municipality at any time without cause.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

**BY-LAWS OF THE SOUTH PADRE ISLAND
ECONOMIC DEVELOPMENT CORPORATION**

I.
OFFICES
Principal Office

1.01 The principal office of the corporation shall be located at the City Hall, at 4601 Padre Boulevard, in the City of South Padre Island, Cameron County, Texas or such other location that the Board of Directors may establish by Resolution and approved by the City Council of South Padre Island, Texas.

Registered Office and Registered Agent

1.02 The corporation shall have and continuously maintain in the State of Texas a registered office, and a Registered Agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors. No solicitations or communications shall be addressed to the Board of Directors of this corporation individually, but instead all such solicitations or communications shall be addressed to the Board of Directors and shall be forwarded to the corporation in a manner and to that address that the Board of Directors may select after the adoption of these By-Laws, as a matter of policy.

II.
MEMBERS
Classes of Members

2.01 The corporation is a non-member, non-stock corporation.

III.
BOARD OF DIRECTORS
General Powers

3.01 The affairs of the corporation shall be managed by its Board of Directors.

Number, Tenure and Qualifications

3.02 (a) The number of Directors shall be seven (7), as established by law. Each director shall hold office for a term of Two (2) years and thereafter until his or her successor shall have been appointed and qualified. The term of all directors of the corporation shall commence on January 1 of the year of appointment, and end on December 31 of the second year of the term, regardless of the date of appointment to, qualification for, or assumption of the said office.

(b) A director serves at the pleasure and will of the City Council of the City of South Padre Island, Texas and any director may at any time be removed as a director without cause or reason by the enactment of a Resolution by City Council.

(c) Each director must be a resident of the City, a resident of the county in which the major part of the city is located or reside within 10 miles of the City's boundaries and reside in a county bordering the county in which most of the City is located. Three directors must be persons who are not employees, officers or members of the governing body of the City, except when a City dissolves a Type A, a person serving as director of the Type A corporation at the time of termination may serve on the Board of the Type B corporation.

Regular Meetings

3.03 A regular monthly meeting of the Board of Directors may be conducted without any other notice than this By-Law and any other requirements set forth herein, provided that an agenda of such meeting

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS, COMMITTEES &
COMMISSIONS**

Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

Board Preference 1: South Padre Island EDC

Board Preference 2: _____

Name: IKV Downing

Home Address: PO Box 2865 114 E. Moss Lane

City: South Padre Island Zip: 78597 SPI Resident: 14 years

Telephone: 956 456 4277 Fax: _____

E-Mail: IKVDSOC.GADL.COM

Profession: Economic Development Administration

Business Name: UT Rio Grande Valley

Business Address: One West University Blvd

City: Brownsville State: TX Zip: 78597

Business Telephone: 956 882-6577

Business E-Mail: IKV.Downing.G utrgv.edu

Special Knowledge or Experience applicable to City Committee Function:

I work in Economic Dev. with the University 7 years. I have served on the Brownsville EDC for 15 years, Served on a Section 4A sales tax board

Other Information (Civic Activities): Brownsville EDC, United Brownsville Choir,

Valley Regional Medical Center Board, All in Education Initiative Leadership Board

RGV Lead Education Board

I verify that the information I have provided in this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: [Signature] Date: 5/17/2016

PLEASE RETURN COMPLETED APPLICATION TO THE CITY SECRETARY'S OFFICE, CITY OF SOUTH PADRE ISLAND, 4601 PADRE BLVD., SOUTH PADRE ISLAND, TX 78597; EMAIL SHILL@MYSPI.ORG OR FAX 956-761-3888.



City of South Padre Island – Committees, Boards and Commissions
Questionnaire

4601 Padre Blvd.
South Padre Island, TX 78597

Phone: 956/761-6456
Fax: 956/761-3888

APPLICANT INFORMATION

Last Name: Downing First: Kevin M.I.: W Date: 5/17/2016
Street Address: 114 E. Morris Lane Apartment/Unit #: _____
City: South Padre Island State: TX Zip: 78597
Phone: 956 456-4277 E-mail Address: lwo.soc@gmail.com
Occupation (Place of Business): UTRG-V Phone: 956 882-6577

Are you a citizen of the United States? Yes ☒ No ☐
Have you ever been convicted of a felony? Yes ☐ No ☒ If yes, please explain

Have you ever been convicted of, received probation or deferred adjudication for any offense that was not a felony? Yes ☐ No ☒ If yes, please explain:

Do you have a current Driver's License? Yes ☒ No ☐

Have you been a resident of the City of South Padre Island for at least six (6) months prior to the date of application? Yes ☒ No ☐

If qualified, are you a registered South Padre Island voter? Yes ☒ No ☐

Are you an adversary party to pending litigation against the City of South Padre Island? Have you ever been an adversary party to litigation against the City of South Padre Island? Yes ☐ No ☒ If yes, please explain:

Are you an employee or a business associate of either an adversary party or a representative of an adversary party in any past or pending litigation against the City of South Padre Island, other than an eminent domain proceeding? Yes ☐ No ☒ If yes, please explain:

Are you an employee or a business associate of either an adversary party or a representative of an adversary party that has a pecuniary interest in any past or pending litigation or claim against the City of South Padre Island, other than an eminent domain proceeding? Yes ☐ No ☒ If yes, please explain:

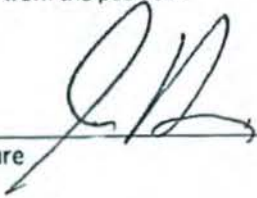
Are you in arrears on any City of South Padre Island taxes, water service charge or other obligations owned to the City of South Padre Island? Yes ☐ No ☒ If yes, please explain:

Provide All Information Requested: INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR COMMITTEE, BOARD OR COMMISSION OPPORTUNITIES. Your complete application form will be maintained in our active files for six (6) months from the date of the application. I understand that should I not be appointed to the City of South Padre Island committee, board or commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of South Padre Island's document retention schedule.

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed to any City of South Padre Island committee, board, or commission, I serve at the pleasure of the South Padre Island City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of South Padre Island Board or Commission, I must be responsible for a creditable record of attendance and performance. I also understand that I shall complete the requirements for the Open Meetings Act Training as mandated by South Padre Island Resolution No. 2012-09 within 90 days of appointment. If this application leads to my appointment to a position on a City of South Padre Island Committee, Board or Commission, I understand that false or misleading information in my application may result in my removal from the position.

Signature



Date

5/17/2011

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

MEETING DATE: June 1, 2016

NAME & TITLE: Darla A. Jones, Interim City Manager
Rodrigo Gimenez, Finance Director
Wendi Delgado, Administrative Services Director

DEPARTMENT: Shoreline Management Department

ITEM

Discussion and action regarding the creation of a new Bay Maintenance position for the Shoreline Management Department to clean and maintain bay endings and approve a budget adjustment in the amount of \$8,255 from Beach Maintenance funds.

ITEM BACKGROUND

On February 17th, 2016 the City Council approved the creation and budget adjustment related to the new Shoreline Management Department. At this time it was decided to move a current Public Works Department employee to the Shoreline Department with job responsibilities related to maintaining the bay side of the Island after a Director was in place. This position was to be funded by the General Fund.

It has now been determined by the City Attorney that the 2% Hotel Occupancy Tax collected by the State can be used to clean and maintain public beaches and bay shores owned by municipalities.

“Clean and Maintain” means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected.

At this time staff is recommending that the public works employee remain in the Public Works Department and a new Bay Maintenance position be created in the Shoreline Management Department to be completely funded by the Beach Maintenance Fund.

BUDGET/FINANCIAL SUMMARY

The financial/budget details are listed below:

Increase line item 60-560-9474 (Tsf to Bay Access Fund) by \$8,255

Increase line item 62-49090 (Tsf In) by \$8,255

Increase line item 62-560-0010-02 by \$5,642
Increase line item 62-560-0060 by \$125
Increase line item 62-560-0070 by \$109
Increase line item 62-560-0080 by \$747
Increase line item 62-560-0081 by \$1,490
Increase lien item 62-560-0083 by \$142

The current level of excess reserves in the Beach Maintenance fund is approximately \$1.4 million

COMPREHENSIVE PLAN GOAL

- 5.W. Improve access to the Laguna Madre Bay
- 5.G. Recognize and support the multiple functions of the Bay.
- 5.I. Heighten management to preserve the quality of the Bay.
- 5.J. Continue maintaining and beautifying street endings.
- 5.K. Protect public access.

LEGAL REVIEW

Sent to Legal:	YES: <u> x </u>	NO: <u> </u>
Approved by Legal:	YES: <u> x </u>	NO: <u> </u>

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: June 1, 2016

NAME & TITLE: Alita Bagley, Council Member

DEPARTMENT: City Council

ITEM

Discussion regarding entering into an agreement with Peter A. Ravella Consulting for grant review, coordination and applications.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: June 1, 2016

NAME & TITLE: Darla A. Jones, Interim City Manager

DEPARTMENT: Administration

ITEM

Discussion and action to approve Resolution No. 2016-17 authorizing an Advance Funding Agreement (AFA) with Texas Department of Transportation for the City's match for the Transportation Alternatives Program (TAP) Grant project and direct the Interim City Manager to execute agreement.

ITEM BACKGROUND

The City was successful in obtaining a grant from the Transportation Alternatives Program (TAP) for a project that will involve the replacement of the 8' wide asphalt sidewalks with 6' wide concrete sidewalks, enhanced landscaping/hardscaping, added bus stops, bike racks, safely identified bicycle lanes, etc...

It is TxDOT's policy to secure the match funding on any project prior to letting and construction.

Out of the \$4,362,951 total project cost, the City's share has been reduced to \$34,144. Because we are located in an Economically Distressed County, our local match was drastically reduced. The normal match amount is 20%.

The City Council approved a budget amendment at your regular meeting on May 4 for the match amount.

Once approved, we will send this AFA and a check to TxDOT for the TAP Project.

BUDGET/FINANCIAL SUMMARY

The budget has already been amended to include \$34,144 from account number 41-562-9477.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal:

YES: _____

NO: X

Approved by Legal:

YES: _____

NO: X

Comments:

RECOMMENDATIONS/COMMENTS

Approve AFA.



RESOLUTION NO. 2016-17

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH PADRE ISLAND, TEXAS AUTHORIZING AN ADVANCE
FUNDING AGREEMENT (AFA) UNDER THE 2015
TRANSPORTATION ALTERNATIVE PROGRAM (TAP) WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)**

WHEREAS, the City is desirous of submitting and authorizing an Advance Funding Agreement (AFA) under the 2015 Transportation Alternative Program (TAP) for the South Padre Island Hike and Bicycle Project; and

WHEREAS, the City wishes to construct reinforced concrete sidewalks with on-street designated bicycle lanes on PR100 (Padre Boulevard) from Cameron County Isla Blanca Park to the South Padre Island Convention Center (approximately 5 miles long); and

WHEREAS, these improvements will enhance mobility and safety for all users, including motorists, bicyclists and pedestrians; and

WHEREAS, the City shall authorize an official to represent and act on behalf of the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of South Padre Island, Texas:

Section 1. The City hereby approves the authorization of an Advance Funding Agreement (AFA) under the 2015 Transportation Alternative Program (TAP) with the Texas Department of Transportation to construct reinforced concrete sidewalks with on-street designated bicycle lanes on PR100 (Padre Boulevard) from Isla Blanca Park to the South Padre Island Convention Center.

Section 2. The City authorizes and directs the Interim City Manager to execute any and all applications and contract forms as deemed necessary for and on behalf of the City of South Padre Island to the Texas Department of Transportation.

PASSED, APPROVED AND ADOPTED on this the 1st day of June, 2016

CITY OF SOUTH PADRE ISLAND, TEXAS

Bharat R. Patel, Mayor

ATTEST:

Susan M. Hill, City Secretary



600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

May 20, 2016

The Honorable Barry Patel
Mayor, City of South Padre Island
4601 Padre Blvd.
South Padre Island, Texas 78597

RE: Advance Funding Agreement (AFA)
South Padre Island Hike and Bicycle Project
PR 100, from South Padre Island Convention Center to Queen Isabella Memorial Causeway
(CSJ: 0331-04-067)
Padre Boulevard, from Queen Isabella Memorial Causeway to Isla Blanca Park Entrance
(CSJ: 0921-06-299)

Dear Mayor Patel:

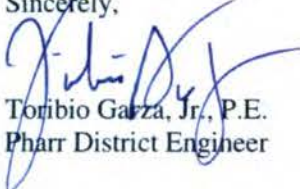
As you know, the subject project received funding under the 2015 TAP Program Call of the State. To make use of the federal funds, an Advance Funding Agreement must be executed between the City of South Padre Island and TxDOT. Attached for your signature are two originals of the Advance Funding Agreement.

Please sign and return both originals along with the City's resolution authorizing the AFA, to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing. Please also include a check in the amount of \$34,144 to cover the City's estimated share of Preliminary Engineering Direct State Costs associated with this project, made payable to the Texas Department of Transportation Trust Fund. The breakdown of these costs is as follows:

CSJ#0331-04-067	\$29,023
CSJ#0921-06-299	<u>\$ 5,121</u>
Total Due from City:	\$34,144

Please contact Ms. Garcia or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Roxana Garcia, Advance Transportation Planning Director
Juan Bosquez, P.E., San Benito Area Engineer
Stephen Walker, R.L.A. Landscape Architect

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CSJ: 0331-04-067, 0921-06-299
District #: 21 - Pharr
Code Chart 64#: 40125
Project: PR 100/Padre Boulevard Connectivity
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
State-Selected On and Off-System**

This Advance Funding Agreement for a Transportation Alternatives Project ("**Agreement**") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and **City of South Padre Island** ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as **PR 100/Padre Boulevard Connectivity** ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number **114446** ("**MO**") dated December 17, 2015 awarding funding for projects in the **2015 TAP Program Call of the State**, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1. Period of Agreement.** This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

CSJ: 0331-04-067, 0921-06-299
District #: 21 - Pharr
Code Chart 64#: 40125
Project: PR 100/Padre Boulevard Connectivity
Federal Highway Administration
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Not Research and Development

1.2. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

2.1. This Agreement may be terminated by any of the following conditions:

- a. By mutual written consent and agreement of all parties;
- b. By any party with 90 days written notice; or
- c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

- a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
- b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
- c. Local Government withdraws from participation in Project.
- d. State determines that federal funding may be lost due to Project not being implemented and completed.
- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
- f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.

g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: **Constructing reinforced concrete sidewalks (generally 6-foot-wide) with on-street designated bicycle lanes on PR 100 (Padre Island Boulevard) from Cameron County Isla Blanca Park to the Padre Island Convention Center, approximately 5 miles long. In addition to standard construction activities, this project includes ADA compliant ramps and crosswalks at intersections, signage, landscape improvements, concrete pads at bus stops, and pavement markings to designate bicycle lanes. These improvements will enhance mobility and safety for all users, including motorists, bicyclists, and pedestrians.**

4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved

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Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local

Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility

requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies:
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

- 10.1. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- 11.1. Upon completion of Project, **Local Government** will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Project Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.
- 12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining

local match as specified in Attachment C for State's estimated construction oversight and construction cost.

- 12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.
- 12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

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12.16. If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor	Director of Contract Services
City of South Padre Island	Texas Department of Transportation
4601 Padre Blvd.	125 E. 11 th Street
South Padre Island, TX 78597	Austin, TX 78701-2483

13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own

forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation ("DOT") as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

24.1. The parties shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.

24.2. Local Government shall adopt, in its totality, State's federally approved DBE program.

- 24.3. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 24.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding 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.

- 26.2. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. 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.

27. Insurance

- 27.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- 27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

- 28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
- <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- 28.2. Local Government agrees that it shall:
- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>

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- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 - 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- 29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 29.2. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____.
- 29.3. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

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30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of South Padre Island

Date: _____

By: _____

Signature

Type or Print Name

Title

THE STATE OF TEXAS

Date: _____

By: _____

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

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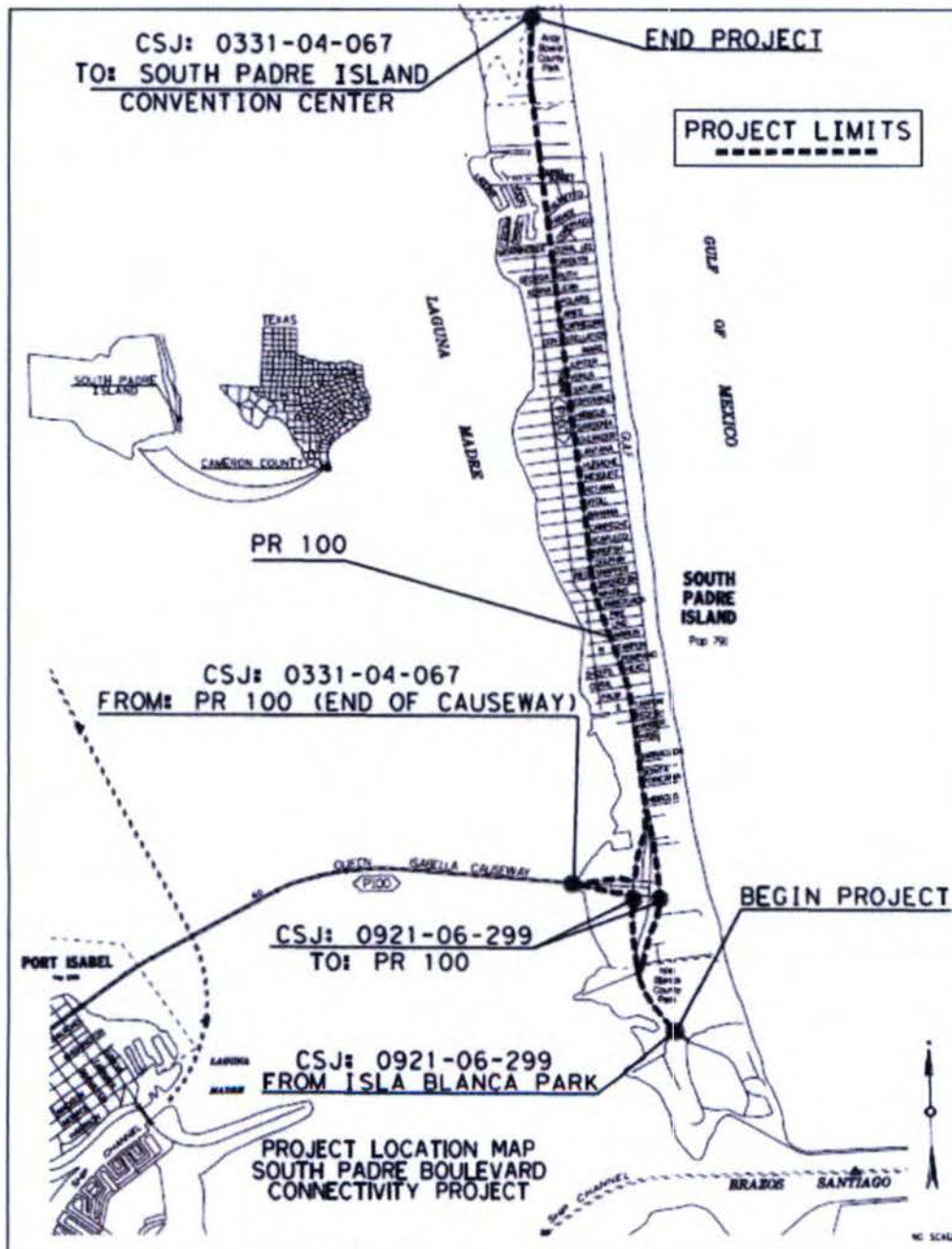
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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C
Primary CSJ 0331-04-067
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / State Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$0		\$0		\$0		\$0
In-kind Donation Value <small>(Add to Total Project Cost - 20% Maximum value)</small>	\$0	0%	\$0	0%	\$0	100%	\$0 *
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction ²	\$3,224,790	80%	\$2,579,832	18.80%	\$606,261	1.20%	38,697
Work by State Subtotal	\$3,224,790		\$2,579,832		\$606,261		\$38,697

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 Project: PR 100/Padre Boulevard Connectivity
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA # 20.205
 Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$72,558	80%	\$58,046	0%	\$0	20%	\$14,512
Environmental Cost ¹	\$48,372	80%	\$38,698	0%	\$0	20%	\$9,674
Right of Way ¹	\$14,512	80%	\$11,610	0%	\$0	20%	\$2,902
Utilities ¹	\$9,674	80%	\$7,739	0%	\$0	20%	\$1,935
Construction ²	\$338,603	80%	\$270,882	0%	\$0	20%	\$67,721
Direct State Costs Subtotal	\$483,719	80%	\$386,975	0%	\$0	20%	\$96,744
Indirect State Cost	\$236,603	0%	\$0	100%	\$236,603		\$0
TOTAL PARTICIPATION	\$3,945,112		\$2,966,807		\$842,864		\$135,441
In-kind Donation Value Credit Applied						100%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION						100%	\$135,441

The estimated total participation by Local Government is **\$135,441**, plus 100% of overruns.

Total estimated payment by Local Government to State is **\$135,441**.

¹Local Government's first payment of **\$29,023** is due to State within 30 days from execution of this contract.

²Local Government's second payment of **\$106,418** is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are **\$2,966,807**.

* The In-kind Donation Value has been added to the Total Project Cost Estimate for Construction.

12-23

CSJ: 0331-04-067, 0921-06-299
 District #: 21 - Pharr
 Code Chart 64#: 40125
 Project: PR 100/Padre Boulevard Connectivity
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C
Secondary CSJ 0921-06-299
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / State Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$0		\$0		\$0		\$0
In-kind Donation Value <small>(Add to Total Project Cost - 20% Maximum value)</small>	\$0	0%	\$0	0%	\$0	100%	\$0 *
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction ²	\$569,081	80%	\$455,265	18.80%	\$106,987	1.20%	6,829
Work by State Subtotal	\$569,081		\$455,265		\$106,987		\$6,829

he-e1

CSJ: 0331-04-067, 0921-06-299

District #: 21 - Pharr

Code Chart 64#: 40125

Project: PR 100/Padre Boulevard Connectivity

Federal Highway Administration

CFDA Title: Highway Planning and Construction

CFDA # 20.205

Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes additional percentage for TDC apportionment where applicable		State Participation		Local Government (LG) Participation Includes any EDC reduction where applicable	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$12,804	80%	\$10,243	0%	\$0	20%	\$2,561
Environmental Cost ¹	\$8,536	80%	\$6,829	0%	\$0	20%	\$1,707
Right of Way ¹	\$2,561	80%	\$2,049	0%	\$0	20%	\$512
Utilities ¹	\$1,707	80%	\$1,366	0%	\$0	20%	\$341
Construction ²	\$59,754	80%	\$47,803	0%	\$0	20%	\$11,951
Direct State Costs Subtotal	\$85,362	80%	\$68,290	0%	\$0	20%	\$17,072
Indirect State Cost	\$41,753	0%	\$0	100%	\$41,753	0%	\$0
TOTAL PARTICIPATION	\$696,196		\$523,555		\$148,740		\$23,901
In-kind Donation Value Credit Applied						100%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION						100%	\$23,901

The estimated total participation by Local Government is \$23,901, plus 100% of overruns.

Total estimated payment by Local Government to State is \$23,901.

¹Local Government's first payment of \$5,121 is due to State within 30 days from execution of this contract.

²Local Government's second payment of \$18,780 is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$523,555.

* The In-kind Donation Value has been added to the Total Project Cost Estimate for Construction. Constant

AFA-AFA_TAP

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

MEETING DATE: June 1, 2016

NAME & TITLE: Patrick Barrineau, Shoreline Management Director

DEPARTMENT: Shoreline Management

ITEM

Discussion and action to approve a budget amendment in the amount of \$20,000 to fund the completion of the Pearl walkway project.

ITEM BACKGROUND

On 19 May 2016, the city opened bids received for the Pearl walkway project. Only one bid was received, and the final estimated cost was \$96,238.08 compared to the original estimate of \$80,000. We are requesting an additional \$20,000 (rather than the exact discrepancy of \$16,238.08) in case there are any problems during construction.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-572-9479 (TSF to Beach Access Fund) by \$20,000

Increase line item 61-49090 (Transfers In) by \$20,000

Increase line item 61-543-9075-01 (Construction) by \$20,000

The current level of excess reserves in the General Fund is approximately \$147,000

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____
Approved by Legal: YES: _____

NO: _____
NO: _____

RECOMMENDATIONS/COMMENTS

BID PROPOSAL FORM

The Bidder shall fill in all blanks with the required information.

TO: CITY OF SOUTH PADRE ISLAND
 4601 PADRE BOULEVARD
 P. O. BOX 3410
 SOUTH PADRE ISLAND, TEXAS 78597
 ATTN: CITY SECRETARY

GENERAL CONTRACTOR:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that I/we have examined the Invitation to Bid, Instructions to Bidders, the Contract, the General and Supplementary Conditions, General Requirements and the Drawings and Specifications referred to therein; that I/we have visited the site and hereby offer to and will furnish all necessary equipment, appliances, tools, labor, supervision, insurance and other accessories and services required by said documents for the following work for the following sum of money:

ITEM	DESCRIPTION	TOTAL PRICE COST
Base Bid	Installation of a brick paver walkway, approximately 1,190 linear feet, and associated improvements as shown on the construction drawings and project specifications.	\$ 68,153.64 68,153.64
Additive Alternate #1	Installation of an aluminum fence with timber posts, remove and relocate palm trees and a sign (Funded by Pearl Resort)	\$ 55992.84
Additive Alternate #2	Demolition of a portion of an existing asphalt pavement and installation of a brick paver walkway as shown on the construction drawings and project specifications.	\$ 28084.45

TOTAL OPTION 1: SUM OF BASE BID + ADD. ALT. #1+ ADD. ALT. #2: (NUMBERS) \$ 152,230.90

TOTAL OPTION 2: SUM OF BASE BID + ADD. ALT. #1: (NUMBERS) \$ 124,146.50

TOTAL OPTION 3: SUM OF BASE BID + ADD. ALT. #2: (NUMBERS) \$ 96,238.08

TOTAL OPTION 4: SUM OF BASE BID: (NUMBERS) \$ 68,153.64

Bidder acknowledges receipt of the following addendums:

Date _____

Bidder understands that the City of South Padre Island reserves the right to reject any and all bids, to waive any informalities, and to accept the proposal deemed to be in the best interest of the City of South Padre Island.

The Bidder agrees that this bid is a lump sum price type of contract and that quantities and scope of work indicated on the contract documents are included in the proposed lump sum bid.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this lump sum price contract on or before a date to be specified in written Notice to Proceed from the City of South Padre Island and to fully complete the project within the limits established.

The Bidder further agrees that from the compensation otherwise to be paid, the Owner may retain the sum of \$500.00 (five hundred dollars) per day for each calendar day after the contract completion time of 30 calendar days after receiving a written Notice to Proceed.

This sum is not to be construed in any sense as a penalty. The retained sum is due to the Owner due to monetary and non-monetary damages if the project is not substantially complete on by the 30th calendar day of the contractor receiving a written Notice to Proceed. The contractor and the Contractor's Surety shall be liable for and shall to the Owner pay the daily sum noted above for each day that project is not substantially complete by the 30th calendar day of receiving a written Notice to Proceed.

The Contractor and the Contractor's Surety agree that the amount of liquidated damages bears reasonable proportion to the loss by the Owner. The amount of the loss to the Owner is incapable or difficult to be precisely estimated.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract agreement immediately, and shall deliver the Surety Bonds and Insurance as required by the Instruction to the Bidders within ten (10) working days of the written Notice to Proceed.

Bid security as required by the Instructions to Bidder in sum of Seven thousand six hundred eleven & 55/100 (\$ 7611.55) is hereto attached. The Bid security is to become the property of the City of South Padre Island in the event the Proposal is accepted by the City of South Padre Island and the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City of South Padre Island caused there by.

Respectfully submitted,

Signature: _____ (Print)

By: Petrick J. McDuffy (Print)

Title: Managing Member

(Seal, if bid by a corporation)

Wallis Development, LLC

Business Name

5813 Padre Blvd

Business Address

956 572 3151

Business Phone

CNA SURETY

Bid Bond

Bond No. 71787120

CONTRACTOR:

(Name, legal status and address)

Willis Development, LLC
6500 Padre Blvd
South Padre Island, TX 78597

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of South Padre Island
4601 Padre Blvd
South Padre Island, TX 78597

BOND AMOUNT: 5% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Construction of Brick Paver Walkway for Padre(pearl) Beach Access Extension Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May, 2016.

(Witness)



(Witness)

Willis Development, LLC

(Principal)

(Seal)

(Title)

Western Surety Company

(Surety)

(Seal)

(Title)

John D. Weisbrodt, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond -- 2010 Edition.

13-4

POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP-

43401158

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO

2

authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JOHN D WEISBROT	PATRICIA A TINSMAN

in the City of PIPERSVILLE, State of PENNSYLVANIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE CONTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (1,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

MARCH

31 2021

, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF: Western Surety Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 12th day of November, 2012

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

ss.

By

Vice President

On this 12th day of November, in the year 2012, before me, a Notary Public, personally

appeared Paul T. Bruflat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this 14th day of May, 2016

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

Form 749-11-2012

WESTERN SURETY COMPANY

By

Vice President

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy. →

13-5

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2015

ASSETS

Bonds	\$ 1,694,282,606
Common stocks	24,218,356
Cash, cash equivalents, and short-term investments	25,339,975
Investment income due and accrued	20,596,996
Premiums and considerations	27,577,388
Amounts recoverable from reinsurers	9,329,459
Federal & foreign income taxes recoverable	3,597,963
Net deferred tax asset	16,095,068
Receivable from parent, subsidiaries, and affiliates	1,645,324
Other assets	1,016,832
Total Assets	<u>\$ 1,823,699,967</u>

LIABILITIES AND SURPLUS

Losses	\$ 214,978,759
Loss adjustment expense	56,382,252
Other expenses	1,040,680
Taxes, License and fees	2,313,346
Unearned premiums	207,378,031
Advance premiums	5,566,599
Ceded reinsurance premiums payable	1,844,830
Provision for reinsurance	681,280
Other liabilities	10,175,884
Total Liabilities	<u>\$ 500,361,661</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,039,266,469</u>
Surplus as regards policyholders	<u>\$ 1,323,338,306</u>
Total Liabilities and Capital	<u>\$ 1,823,699,967</u>

I, Tom Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2015, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

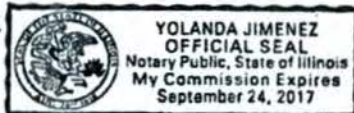


Western Surety Company

By *Tom Wray*
Assistant Vice President

Subscribed and sworn to me this 21st day of March, 2016.

My commission expires:



Yolanda Jimenez
Notary Public

13-6

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

MEETING DATE: June 1, 2016

NAME & TITLE: Wendi Delgado, Administrative Services Director

DEPARTMENT: Administrative Services

ITEM

Discussion and action to approve a budget amendment in the amount of \$28,800 for the executive search services for the position of City Manager to be provided by Ralph Andersen and Associates.

ITEM BACKGROUND

A professional services agreement has been executed with Ralph Andersen and Associates to perform executive search services for the position of City Manager. The professional services fee for professional services and expenses to perform this search will be a fixed fee of \$28,800.

There are some optional services offered by Ralph Andersen and Associates that may be considered by the City Council in the future, if these items are selected by the City Council we can bring an additional budget adjustment to the City Council.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-516-9031 by \$28,800

The current level of excess reserves in the General Fund is approximately \$147,000

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: x NO:
Approved by Legal: YES: x NO:

RECOMMENDATIONS/COMMENTS

14-1

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

MEETING DATE: June 01, 2016

NAME & TITLE: Armando Gutierrez Jr., P.E. Public Works Director

DEPARTMENT: Public Works

ITEM

Discussion and action to award the Base Bid and Add-Alt #1 of the Gulf Blvd Phase 4 Street and Drainage Improvement Phase 4 project to the low bidder, Foremost Paving Inc in the amount of \$2,147,840.85.

ITEM BACKGROUND

On May 16, 2016, Bids were received and opened. Two bids were received and a tabulation is attached.

BUDGET/FINANCIAL SUMMARY

Proceeds from the 2015 Tax Anticipation Note (TAN) are allocated for these expenses. The total issuance of the 2015 TAN was for \$3 Million.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

Approved as presented

May 23, 2016

Mr. Armando Gutierrez Jr., P.E.
City of South Padre Island Public Works Director
4601 Padre Blvd
South Padre Island, TX 78597

**Re: Bid Award Recommendation for
Gulf Boulevard – Phase 4, Hibiscus Street, and Oleander Street Improvement Project**

Dear Mr. Gutierrez,

Kimley-Horn and Associates, Inc. has reviewed the two (2) bids submitted on May 16, 2016. The low bid for the base bid of \$1,898,735.85 was submitted by Foremost Paving, Inc. Foremost Paving, Inc. also had the lowest bid for Base Bid + Add Alt #1 at \$2,147,840.85. It is our understanding that the City will be choosing to include Add-Alt #1. Please find the attached copy of the tabulation of bids showing a comparison between all bids and the engineer's opinion of probable construction costs.

The Foremost Paving, Inc. base bid is \$193,713.17 less than the next lowest bid and approximately 22.8% under the engineer's opinion of probable construction costs. The major differences between the low bid and the engineer's opinion of probable construction costs are as follows:

- The 1.5" Thick H.M.A.C., Type D overlay along Gulf Blvd accounted for \$177,727 of the difference. This unit price of \$8/SY is between 1.5-2 times lower than what was bid for the Gulf Blvd – Phase 2 and 3 projects. The engineer's opinion of probable construction costs utilized \$14/SY which was consistent with other locally let projects within recent history.
- The Brick Paver Crosswalks along Gulf Blvd accounted for \$183,312 of the difference. This unit price of \$86/SY is between 2.5-3 times lower than what was bid for the Gulf Blvd – Phase 2 and 3 projects. The engineer's opinion of probable construction costs utilized \$230/SY which was consistent with other locally let projects within recent history.
- The Pedestrian Ramps (TY 7) along Gulf Blvd accounted for \$43,650 of the difference. This unit price of \$450/SY is between 2 times lower than what was bid for the Gulf Blvd – Phase 2 and 3 projects. The engineer's opinion of probable construction costs utilized \$900/SY in which was consistent with other locally let projects within recent history.

Kimley-Horn and Associates, Inc. has contacted Foremost Paving, Inc.'s references, and all feedback has been positive.

15-2



Kimley-Horn and Associates, Inc. recommends that the City of South Padre Island accept the base bid + Add Alt #1 of \$2,147,840.85 and award Foremost Paving, Inc. the contract for the Gulf Boulevard – Phase 4, Hibiscus Street, and Oleander Street Improvement Project.

Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Brian Boecker".

Brian Boecker, P.E.
Project Manager

PROJECT: Gulf Blvd Phase 4, Hibiscus, and Oleander Improvements

CITY: South Padre Island



BID TABS COMPARISON

				ENGINEER OPCC		FOREMOST PAVING, INC. P O BOX 29 WESLACO, TX 78599			G&T PAVING LLC P.O. BOX 5136 BROWNSVILLE, TX 78523		
ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Cost	Unit Price on Bid Form	Calculated Cost	Cost on Bid Form	Unit Price on Bid Form	Calculated Cost	Cost on Bid Form
GULF BOULEVARD PHASE 4 (BASE BID)											
1	1 5" Thick H.M.A.C., Type D (Overlay)	S.Y.	32314	\$ 14.00	\$ 452,396.00	\$ 8.50	\$ 274,669.00	\$ 274,669.00	\$ 12.25	\$ 395,846.50	\$ 395,846.50
2	Mill Asphalt Pavement	S.Y.	35609	\$ 2.50	\$ 89,022.50	\$ 2.70	\$ 96,144.30	\$ 96,144.30	\$ 1.50	\$ 53,413.50	\$ 53,413.50
3	2" Thick H.M.A.C., Type D	S.Y.	2251	\$ 15.25	\$ 34,327.75	\$ 12.00	\$ 27,012.00	\$ 27,012.00	\$ 14.99	\$ 33,742.49	\$ 33,742.49
4	6" Crushed Limestone Base	S.Y.	2251	\$ 13.00	\$ 29,263.00	\$ 15.00	\$ 33,765.00	\$ 33,765.00	\$ 12.99	\$ 29,240.49	\$ 29,240.49
5	8" Cement Stabilized Subgrade	S.Y.	2862	\$ 5.00	\$ 14,310.00	\$ 7.00	\$ 20,034.00	\$ 20,034.00	\$ 4.99	\$ 14,281.38	\$ 14,281.38
6	Prime Coat (MC-30)	Gal	450	\$ 6.00	\$ 2,701.20	\$ 7.00	\$ 3,150.00	\$ 3,150.00	\$ 6.00	\$ 2,700.00	\$ 2,700.00
7	Cement	Ton	46	\$ 200.00	\$ 9,158.40	\$ 165.00	\$ 7,590.00	\$ 7,590.00	\$ 200.00	\$ 9,200.00	\$ 9,200.00
8	Pavement Level Up (Variable Depth)	S.Y.	2209	\$ 30.00	\$ 66,270.00	\$ 15.00	\$ 33,135.00	\$ 33,135.00	\$ 18.00	\$ 39,762.00	\$ 39,762.00
9	Full Depth Reclamation (9-inch depth)	S.Y.	2840	\$ 20.00	\$ 56,800.00	\$ 12.00	\$ 34,080.00	\$ 34,080.00	\$ 17.00	\$ 48,280.00	\$ 48,280.00
10	Concrete Residential Driveways	S.Y.	2814	\$ 43.50	\$ 122,409.00	\$ 44.00	\$ 123,816.00	\$ 123,816.00	\$ 43.50	\$ 122,409.00	\$ 122,409.00
11	Brick Paver Residential Driveways	S.Y.	143	\$ 43.50	\$ 6,220.50	\$ 34.00	\$ 4,862.00	\$ 4,862.00	\$ 43.50	\$ 6,220.50	\$ 6,220.50
12	3' Concrete Valley Gutter	L.F.	4657	\$ 26.00	\$ 121,082.00	\$ 22.00	\$ 102,454.00	\$ 102,454.00	\$ 14.00	\$ 65,198.00	\$ 65,198.00
13	Concrete Curb and Gutter (Type II)	L.F.	2640	\$ 13.00	\$ 34,320.00	\$ 17.00	\$ 44,880.00	\$ 44,880.00	\$ 12.99	\$ 34,293.60	\$ 34,293.60
14	Concrete Curb (Type II)	L.F.	3632	\$ 10.50	\$ 38,136.00	\$ 11.00	\$ 39,952.00	\$ 39,952.00	\$ 10.50	\$ 38,136.00	\$ 38,136.00
15	4" Concrete Sidewalk	S.Y.	3060	\$ 45.00	\$ 137,700.00	\$ 44.00	\$ 134,640.00	\$ 134,640.00	\$ 43.00	\$ 131,580.00	\$ 131,580.00
16	Sidewalk Retaining Wall	L.F.	100	\$ 25.00	\$ 2,500.00	\$ 150.00	\$ 15,000.00	\$ 15,000.00	\$ 6.00	\$ 600.00	\$ 600.00
17	Stamped Concrete Decal	Ea	81	\$ 400.00	\$ 32,400.00	\$ 250.00	\$ 20,250.00	\$ 20,250.00	\$ 150.00	\$ 12,150.00	\$ 12,150.00
18	Brick Paver Crosswalks	S.Y.	1273	\$ 230.00	\$ 292,790.00	\$ 86.00	\$ 109,478.00	\$ 109,478.00	\$ 180.00	\$ 229,140.00	\$ 229,140.00
19	Brick Paver Crosswalks Constellation Dr through Gardenia St	S.Y.	361	\$ 230.00	\$ 83,030.00	\$ 86.00	\$ 31,046.00	\$ 31,046.00	\$ 180.00	\$ 64,980.00	\$ 64,980.00
20	Pedestrian Ramp (TY 2)	Ea	1	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 920.00	\$ 920.00	\$ 920.00
21	Pedestrian Ramp (TY 5)	Ea	2	\$ 1,000.00	\$ 2,000.00	\$ 450.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
22	Pedestrian Ramp (TY 7)	Ea	97	\$ 900.00	\$ 87,300.00	\$ 450.00	\$ 43,650.00	\$ 43,650.00	\$ 920.00	\$ 89,240.00	\$ 89,240.00
23	Clearing and Grubbing	L.S.	1	\$ 50,000.00	\$ 50,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00
24	Temporary Striping for Traffic Control and Removal of Existing Striping in Conflict with Temporary Striping	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00
25	Saw Cutting Existing Concrete	L.F.	894	\$ 2.00	\$ 1,788.00	\$ 5.00	\$ 4,470.00	\$ 4,470.00	\$ 1.99	\$ 1,779.06	\$ 1,779.06
26	Saw Cutting Existing Asphalt	L.F.	3912	\$ 2.00	\$ 7,824.00	\$ 7.00	\$ 27,384.00	\$ 27,384.00	\$ 1.50	\$ 5,868.00	\$ 5,868.00
27	Saw Cutting Existing Asphalt	L.F.	1112	\$ 2.00	\$ 2,224.00	\$ 4.00	\$ 4,448.00	\$ 4,448.00	\$ 1.50	\$ 1,668.00	\$ 1,668.00
28	Remove Concrete Curb	L.F.	46	\$ 15.00	\$ 690.00	\$ 24.00	\$ 1,104.00	\$ 1,104.00	\$ 7.00	\$ 322.00	\$ 322.00
29	Remove Concrete Driveway	S.Y.	1464	\$ 25.00	\$ 36,600.00	\$ 11.00	\$ 16,104.00	\$ 16,104.00	\$ 20.00	\$ 29,280.00	\$ 29,280.00
30	Remove Asphalt Driveway	S.Y.	1057	\$ 18.00	\$ 19,026.00	\$ 7.00	\$ 7,399.00	\$ 7,399.00	\$ 14.00	\$ 14,798.00	\$ 14,798.00
31	Remove Brick Driveway	S.Y.	289	\$ 18.00	\$ 5,202.00	\$ 11.00	\$ 3,179.00	\$ 3,179.00	\$ 14.00	\$ 4,046.00	\$ 4,046.00
32	Remove Conc Sidewalk	S.Y.	86	\$ 20.00	\$ 1,720.00	\$ 23.00	\$ 1,978.00	\$ 1,978.00	\$ 13.00	\$ 1,118.00	\$ 1,118.00
33	Remove and Relocate Fire Hydrant	Ea	2	\$ 3,000.00	\$ 6,000.00	\$ 5,200.00	\$ 10,400.00	\$ 10,400.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00

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34	Install Small Sign (Type 10BWG)	Ea	21	\$ 450.00	\$ 9,450.00	\$ 850.00	\$ 17,850.00	\$ 17,850.00	\$ 80.00	\$ 1,680.00	\$ 1,680.00	
35	Relocate Small Sign	Ea	10	\$ 250.00	\$ 2,500.00	\$ 750.00	\$ 7,500.00	\$ 7,500.00	\$ 40.00	\$ 400.00	\$ 400.00	
36	Remove Small Sign	Ea	42	\$ 100.00	\$ 4,200.00	\$ 65.00	\$ 2,730.00	\$ 2,730.00	\$ 35.00	\$ 1,470.00	\$ 1,470.00	
37	Reflectorized Pavement Marking Type I (White) 4" (Solid)(090MIL)	L.F.	11748	\$ 1.00	\$ 11,748.00	\$ 0.55	\$ 6,461.40	\$ 6,461.40	\$ 0.85	\$ 9,985.80	\$ 9,985.80	
38	Reflectorized Pavement Marking Type I (White) 8" (Solid)(090MIL)	L.F.	14229	\$ 2.75	\$ 39,129.75	\$ 1.10	\$ 15,651.90	\$ 15,651.90	\$ 3.50	\$ 49,801.50	\$ 49,801.50	
39	Reflectorized Pavement Marking Type I (Green) 8" (Solid)(090MIL)	L.F.	6907	\$ 2.75	\$ 18,994.25	\$ 2.50	\$ 17,267.50	\$ 17,267.50	\$ 3.50	\$ 24,174.50	\$ 24,174.50	
40	Reflectorized Pavement Marking Type I (White) 12" (Solid)(090MIL)	L.F.	1329	\$ 3.75	\$ 4,983.75	\$ 2.00	\$ 2,658.00	\$ 2,658.00	\$ 3.50	\$ 4,651.50	\$ 4,651.50	
41	Reflectorized Pavement Marking Type I (Yellow) 4" (Broken)(090MIL)	L.F.	276	\$ 6.75	\$ 1,863.00	\$ 6.00	\$ 1,656.00	\$ 1,656.00	\$ 6.60	\$ 1,821.60	\$ 1,821.60	
42	Reflectorized Pavement Marking Type I (Yellow) 4" (Broken)(090MIL)	L.F.	1490	\$ 2.00	\$ 2,980.00	\$ 0.65	\$ 968.50	\$ 968.50	\$ 0.90	\$ 1,341.00	\$ 1,341.00	
43	Reflectorized Pavement Marking Type I (Contrast) 7" (Solid)(090MIL)	L.F.	574	\$ 3.50	\$ 2,009.00	\$ 2.00	\$ 1,148.00	\$ 1,148.00	\$ 3.50	\$ 2,009.00	\$ 2,009.00	
44	Reflectorized Pavement Marking Type I (White) (Bike Symbol)(090MIL)	Ea	37	\$ 250.00	\$ 9,250.00	\$ 195.00	\$ 7,215.00	\$ 7,215.00	\$ 210.00	\$ 7,770.00	\$ 7,770.00	
45	Reflectorized Pavement Marking Type I (White) (Ped Symbol)(090MIL)	Ea	38	\$ 300.00	\$ 11,400.00	\$ 200.00	\$ 7,600.00	\$ 7,600.00	\$ 275.00	\$ 10,450.00	\$ 10,450.00	
46	Reflectorized Pavement Marking Type I (White) (Handicap Symbol)(090MIL)	Ea	1	\$ 300.00	\$ 300.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 275.00	\$ 275.00	\$ 275.00	
47	Reflectorized Profile Pattern Edge Line (4")(090MIL)	L.F.	6907	\$ 4.00	\$ 27,628.00	\$ 1.25	\$ 8,633.75	\$ 8,633.75	\$ 4.50	\$ 31,081.50	\$ 31,081.50	
48	Reflective Raised Pavement Marker (Type II-A-A)	Ea	149	\$ 5.00	\$ 745.00	\$ 4.50	\$ 670.50	\$ 670.50	\$ 4.50	\$ 670.50	\$ 670.50	
49	Conduit PVC Sleeve (Schedule 40) (4")	L.F.	2010	\$ 16.00	\$ 32,160.00	\$ 10.00	\$ 20,100.00	\$ 20,100.00	\$ 4.00	\$ 8,040.00	\$ 8,040.00	
50	Adjust Manholes	Ea	28	\$ 300.00	\$ 8,400.00	\$ 1,200.00	\$ 33,600.00	\$ 33,600.00	\$ 300.00	\$ 8,400.00	\$ 8,400.00	
51	Adjust Valves and Cleanouts	Ea	13	\$ 250.00	\$ 3,250.00	\$ 700.00	\$ 9,100.00	\$ 9,100.00	\$ 250.00	\$ 3,250.00	\$ 3,250.00	
52	Mobilization and Storage	L.S.	1	\$ 160,000.00	\$ 160,000.00	\$ 167,000.00	\$ 167,000.00	\$ 167,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	
53	Temporary Markings (Tabs or Buttons) Between Construction Phases	L.S.	1			\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
54	Backfilling Curbs and Finishing Slopes	L.S.	1			\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
				GULF BLVD TOTAL (BASE BID)		\$ 2,212,201.10	GULF BLVD TOTAL (BASE BID)		\$ 1,661,333.85	GULF BLVD TOTAL (BASE BID)		\$ 1,865,984.42
HIBISCUS STREET RECONSTRUCTION (BASE BID)												
1	2" Thick H.M.A.C., Type D	S.Y.	2665	\$ 15.25	\$ 40,641.25	\$ 13.00	\$ 34,645.00	\$ 34,645.00	\$ 14.99	\$ 39,948.35	\$ 39,948.35	
2	6" Crushed Limestone Base	S.Y.	2665	\$ 13.00	\$ 34,645.00	\$ 12.00	\$ 31,980.00	\$ 31,980.00	\$ 12.50	\$ 33,312.50	\$ 33,312.50	
3	8" Cement Stabilized Subgrade	S.Y.	3309	\$ 5.00	\$ 16,545.00	\$ 5.00	\$ 16,545.00	\$ 16,545.00	\$ 4.99	\$ 16,511.91	\$ 16,511.91	
4	Prime Coat (MC-30)	Gal	533	\$ 6.00	\$ 3,198.00	\$ 5.00	\$ 2,665.00	\$ 2,665.00	\$ 6.00	\$ 3,198.00	\$ 3,198.00	
5	Cement	Ton	53	\$ 200.00	\$ 10,588.80	\$ 165.00	\$ 8,745.00	\$ 8,745.00	\$ 200.00	\$ 10,600.00	\$ 10,600.00	
6	Concrete Residential Driveways	S.Y.	1119	\$ 43.50	\$ 48,676.50	\$ 44.00	\$ 49,236.00	\$ 49,236.00	\$ 45.00	\$ 50,355.00	\$ 50,355.00	
7	Brick Paver Residential Driveways	S.Y.	39	\$ 43.50	\$ 1,696.50	\$ 34.00	\$ 1,326.00	\$ 1,326.00	\$ 45.00	\$ 1,755.00	\$ 1,755.00	
8	2' Concrete Valley Gutter	L.F.	1134	\$ 18.00	\$ 20,412.00	\$ 19.00	\$ 21,546.00	\$ 21,546.00	\$ 14.00	\$ 15,876.00	\$ 15,876.00	
9	Concrete Curb and Gutter (Type II)	L.F.	788	\$ 13.00	\$ 10,244.00	\$ 16.00	\$ 12,608.00	\$ 12,608.00	\$ 14.00	\$ 11,032.00	\$ 11,032.00	
10	4" Concrete Sidewalk	S.Y.	277	\$ 45.00	\$ 12,465.00	\$ 44.00	\$ 12,188.00	\$ 12,188.00	\$ 45.00	\$ 12,465.00	\$ 12,465.00	
11	Stamped Concrete Decal	Ea	15	\$ 400.00	\$ 6,000.00	\$ 250.00	\$ 3,750.00	\$ 3,750.00	\$ 150.00	\$ 2,250.00	\$ 2,250.00	
12	Pedestrian Ramp (TY 5)	Ea	1	\$ 920.00	\$ 920.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	
13	Pedestrian Ramp (TY 7)	Ea	2	\$ 900.00	\$ 1,800.00	\$ 450.00	\$ 900.00	\$ 900.00	\$ 920.00	\$ 1,840.00	\$ 1,840.00	
14	Relocate Small Sign	Ea	4	\$ 250.00	\$ 1,000.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 40.00	\$ 160.00	\$ 160.00	

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15	Remove Small Sign	Ea.	5	\$ 100.00	\$ 500.00	\$ 60.00	\$ 300.00	\$ 300.00	\$ 35.00	\$ 175.00	\$ 175.00	
16	Adjust Manholes	Ea.	1	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 300.00	\$ 300.00	\$ 300.00	
17	Clearing, Grubbing, Demolition and Removal of Existing Roadway and Driveways	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
18	Finishing Slopes	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
19	Saw Cutting Existing Asphalt	L.F.	506	\$ 1.00	\$ 506.00	\$ 9.00	\$ 4,554.00	\$ 4,554.00	\$ 1.50	\$ 759.00	\$ 759.00	
20	Saw Cutting Existing Concrete	L.F.	516	\$ 2.00	\$ 1,032.00	\$ 4.00	\$ 2,064.00	\$ 2,064.00	\$ 1.99	\$ 1,026.84	\$ 1,026.84	
21	Mobilization and Storage	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
22	Remove and Relocate Fire Hydrant	Ea.	1	\$ 3,000.00	\$ 3,000.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
				HIBISCUS ST TOTAL (BASE BID)		\$ 248,170.05	HIBISCUS ST TOTAL (BASE BID)		\$ 237,402.00	HIBISCUS ST TOTAL (BASE BID)		\$ 226,464.60
				BASE BID TOTAL		\$ 2,460,371.15	BASE BID TOTAL		\$ 1,898,735.85	BASE BID TOTAL		\$ 2,092,449.02
OLEADER STREET RECONSTRUCTION (ADD-ALT #1)												
1	2" Thick H.M.A.C., Type D	S.Y.	2678	\$ 15.25	\$ 40,839.50	\$ 13.00	\$ 34,814.00	\$ 34,814.00	\$ 16.00	\$ 42,848.00	\$ 42,848.00	
2	6" Crushed Limestone Base	S.Y.	2678	\$ 13.00	\$ 34,814.00	\$ 12.00	\$ 32,136.00	\$ 32,136.00	\$ 12.99	\$ 34,787.22	\$ 34,787.22	
3	8" Cement Stabilized Subgrade	S.Y.	3345	\$ 5.00	\$ 16,725.00	\$ 5.00	\$ 16,725.00	\$ 16,725.00	\$ 4.99	\$ 16,691.55	\$ 16,691.55	
4	Prime Coat (MC-30)	Gal	536	\$ 6.00	\$ 3,213.60	\$ 5.00	\$ 2,680.00	\$ 2,680.00	\$ 6.00	\$ 3,216.00	\$ 3,216.00	
5	Cement	Ton	54	\$ 200.00	\$ 10,704.00	\$ 165.00	\$ 8,910.00	\$ 8,910.00	\$ 200.00	\$ 10,800.00	\$ 10,800.00	
6	Concrete Residential Driveways	S.Y.	1368	\$ 43.50	\$ 59,508.00	\$ 44.00	\$ 60,192.00	\$ 60,192.00	\$ 48.00	\$ 65,664.00	\$ 65,664.00	
7	Stamped Concrete Residential Driveways	S.Y.	50	\$ 43.50	\$ 2,175.00	\$ 96.00	\$ 4,800.00	\$ 4,800.00	\$ 65.00	\$ 3,250.00	\$ 3,250.00	
8	2' Concrete Valley Gutter	L.F.	1475	\$ 18.00	\$ 26,550.00	\$ 16.00	\$ 23,600.00	\$ 23,600.00	\$ 14.00	\$ 20,650.00	\$ 20,650.00	
9	Concrete Curb and Gutter (Type II)	L.F.	509	\$ 13.00	\$ 6,617.00	\$ 16.00	\$ 8,144.00	\$ 8,144.00	\$ 12.99	\$ 6,611.91	\$ 6,611.91	
10	Concrete Curb (Type II)	L.F.	34	\$ 10.50	\$ 357.00	\$ 28.00	\$ 952.00	\$ 952.00	\$ 10.50	\$ 357.00	\$ 357.00	
11	4" Concrete Sidewalk	S.Y.	186	\$ 45.00	\$ 8,370.00	\$ 44.00	\$ 8,184.00	\$ 8,184.00	\$ 43.00	\$ 7,998.00	\$ 7,998.00	
12	Stamped Concrete Decal	Ea.	15	\$ 400.00	\$ 6,000.00	\$ 250.00	\$ 3,750.00	\$ 3,750.00	\$ 150.00	\$ 2,250.00	\$ 2,250.00	
13	Pedestrian Ramp (TY 5)	Ea.	1	\$ 920.00	\$ 920.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	
14	Pedestrian Ramp (TY 7)	Ea.	4	\$ 900.00	\$ 3,600.00	\$ 450.00	\$ 1,800.00	\$ 1,800.00	\$ 920.00	\$ 3,680.00	\$ 3,680.00	
15	Remove Small Sign	Ea.	8	\$ 100.00	\$ 800.00	\$ 60.00	\$ 480.00	\$ 480.00	\$ 35.00	\$ 280.00	\$ 280.00	
16	Clearing, Grubbing, Demolition and Removal of Existing Roadway and Driveways	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
17	Finishing Slopes	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
18	Saw Cutting Existing Asphalt	L.F.	142	\$ 1.00	\$ 142.00	\$ 14.00	\$ 1,988.00	\$ 1,988.00	\$ 1.50	\$ 213.00	\$ 213.00	
19	Saw Cutting Existing Concrete	L.F.	1150	\$ 2.00	\$ 2,300.00	\$ 4.00	\$ 4,600.00	\$ 4,600.00	\$ 1.99	\$ 2,288.50	\$ 2,288.50	
20	Mobilization and Storage	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
21	Remove and Relocate Fire Hydrant	Ea.	2	\$ 3,000.00	\$ 6,000.00	\$ 5,200.00	\$ 10,400.00	\$ 10,400.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	
				OLEANDER ST TOTAL (ADD ALT #1)		\$ 263,635.10	OLEANDER ST TOTAL (ADD ALT #1)		\$ 249,105.00	OLEANDER ST TOTAL (ADD ALT #1)		\$ 249,985.18
				ENGINEER OPCC TOTAL		\$ 2,724,006.25	FOREMOST PAVING, INC. TOTAL		\$ 2,147,840.85	LLC TOTAL		\$ 2,342,434.20

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

MEETING DATE: June 1, 2016

NAME & TITLE: Darla A. Jones, Interim City Manager

DEPARTMENT: Administration

ITEM

Discussion and action to authorize the Interim City Manager to engage a qualified inspector for inspection services related to Gulf Boulevard Phase 4 project.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: June 1, 2016

NAME & TITLE: Darla A. Jones, Interim City Manager

DEPARTMENT: Administration

ITEM

Discussion and action to approve Governmental Consulting Agreement with HillCo Partners

ITEM BACKGROUND

The City/EDC and HillCo Partners have enjoyed a mutually beneficial relationship for many years. HillCo has assisted the City and the EDC with numerous pieces of legislation in Austin and worked to protect the City's and the EDC's best interests.

This agreement is valid through September 30, 2018 unless cancelled sooner.

BUDGET/FINANCIAL SUMMARY

The funds will be budgeted for FY 2016-17. The total estimated cost is \$156,000 (\$144,000 for fees and \$12,000 for office expenses).

The cost is expected to be split between the City (75%) and EDC (25%). These allocations are subject to approval during the budget process by the EDC Board and City Council.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: X NO:
Approved by Legal: YES: X NO:

RECOMMENDATIONS/COMMENTS

Approve agreement.



GOVERNMENTAL CONSULTING AGREEMENT

Agreement entered into as of October 1, 2016 between the City of South Padre Island and the Economic Development Corporation of South Padre (hereinafter referred to as the "Client") and HillCo Partners (the "Consultant"), with respect to government consulting services.

In consideration of the mutual promises set forth below, the Client and the Consultant agree as follows:

- 1) **Term.** The term of this Agreement commences on October 1, 2016 and shall continue through September 30, 2018 unless terminated by either party pursuant to Paragraph 7.
- 2) **The Services.** The responsibility of the Consultant under this agreement shall be as follows:

LEGISLATIVE LOBBYING EFFORT

During the legislative session we propose the following general legislative and regulatory consulting services to South Padre Island:

- Develop a political strategy based on the Client's goals and objectives;
- Work with the client, if needed, on specific legislation to be sought in the 2017 Texas Legislative Session.
- Continue to confer with and advocate your position with the Governor and his staff and other executive personnel on areas of importance to the Client;
- Maintain a continuing relationship with the members and key officers and employees of the House and Senate on your behalf;
- Monitor, daily, all priority legislation introduced and administrative rules proposed;
- Provide periodic status reports on legislation and administrative actions of interest;
- Attend legislative committee hearings, daily sessions in the House and Senate, and report key information to the Client;
- Represent the Client in meetings of legislative committees, state agencies, or individual legislators, as requested;
- Conduct on-site visits to South Padre Island to educate Economic Development Corporation officials, city officials, and city staff on the legislative process and the Client's agenda;
- Attend crucial meetings with Economic Development Corporation officials, city officials, and city staff, if needed;
- Identify the most influential or effective sponsor in both houses for proposed legislation, appropriation riders and/or amendments;

- Advise on the preparation and submission of testimony before legislative committee and state agencies;
- Confer with legislative leadership on committee and subcommittee activities as appropriate;
- Work with legislators in passing, amending, or defeating legislation; and
- Provide assistance on PAC committee organization and contributions, if appropriate.

SEEKING STATE FUNDING FOR CLIENT TOURISM DEVELOPMENT AND ISLAND ENHANCEMENT

- Work with the client to identify state funding for tourism attraction to South Padre Island.
- Work with the client to identify beach enhancement funding and infrastructure improvement funding.
- Work with client to seek additional funding for enhancement of the birding center.
- Work with the General Land Office to secure beach nourishment funding and other beach enhancement funding.
- Work with local and state officials of the Texas Department of Transportation on city transportation issues.
- Work with client to identify and seek any additional funding available to the City of South Padre Island and its Economic Development Corporation.
- Work with client, legislators, and state agencies on seeking RESTORE funds.

NORTH CAUSEWAY PROJECT

The following are items that the Consultant will be involved and take action in regard to a future causeway to South Padre Island:

- Continue to monitor all significant action, in regard to the Causeway project, by governmental agencies including Texas Department of Transportation (TxDOT), Cameron County Regional Mobility Authority, and Cameron County.
- Continue to meet with key governmental officials and agency officials to communicate South Padre Island's stance on the causeway project.
- Continue to work with South Padre Island leaders to contact and lobby other cities' officials in the Valley to communicate the importance of the North Causeway location.
- Continue to prepare South Padre Island leaders for testimony in all public forums involving the Causeway project.
- Continue to plan on-site visits for state elected officials and governmental agency officials with South Padre Island officials to educate them on the benefits of the North Causeway location.
- Continue an on-going dialogue with South Padre Island leaders as to the status of efforts.

- Work with Cameron County Regional Mobility Authority on seeking funding for the Causeway project.

POST LEGISLATIVE LOBBYING EFFORTS

Following the Texas 2017 Legislative Session, Consultant will continue to work on the North Causeway project and will monitor all interim legislative activity that affects the city and the EDC. Periodic consultation and reporting will be maintained during this period.

The consultant will work with South Padre Island officials on maintaining an excellent relationship with the Cameron County RMA and will monitor all actions of this body. The consultants will also continue to maintain contacts with state and local officials on matters affecting the city and the North Causeway project.

The consultant will work with city staff in the interim on projects identified in the "2017-2018 Legislative Agenda and Action Items" developed by the consultant and the City Manager.

All Services to be provided hereunder will be undertaken only as directed by the Client or staff members designated by the Client. The Consultant agrees in performing the Services to work with such individuals and third parties as the Client may designate from time to time. The Consultant will not subcontract the performance of the Services under this Agreement without the prior written consent of the Client.

The Consultant will provide copies of any written materials prepared in connection with the Services to the in-house legal staff and appropriate designee(s) and shall report to those individuals and to the Client periodically in writing.

3) Confidentiality.

- (a) The Consultant will maintain at all times the confidentiality of all information received in connection with the Services performed hereunder regarding the business and activities of the Client.
- (b) The Consultant acknowledges and agrees that any materials referring to any existing or future publications or programs of the Client contain proprietary material; that such materials have been provided to the Consultant in strictest confidence, solely for the purposes of review and use in completing assignments; that no divulgence or reproduction of any such materials shall be made without the prior written permission of the Client; and that any other person who is given access to any of the foregoing materials will be put on notice, in writing, of the terms of this Agreement pertaining to confidentiality. Notwithstanding the foregoing, the Consultant may not, in the course of performing its duties hereunder, disclose any publicly available information about the Client without prior permission and may not make oral representations about the Client.

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- (c) All written materials and computer files submitted to the Consultant by the Client shall be returned to the Client by the Consultant, postage prepaid, within ten (10) days after demand by the Client.

4) Payment.

- (a) In full consideration of the Consultant's satisfactory performance of all Services to be rendered by the Consultant under this Agreement, the Client agrees to compensate the Consultant in the amount of \$12,000 per month beginning October 1, 2016 and extending through the term of this Agreement.
- (b) The Client will reimburse the Consultant for reasonable travel expenses, including economy airfare, car rental, lodging and meals incurred in the course of performing the Consultant's duties hereunder. The Client will also reimburse the Consultant for certain office expenses such as postage, legislative reporting services, telephone and express mail costs incurred during the performance of the Consultant's duties not to exceed \$500 per month, except during the Legislative Session, when billing is not to exceed \$1,000.

The Consultant may bill the Client expenses for meals with state officials provided the expenses are approved in advance by the Mayor or City Manager. Reimbursement will be made in accordance with the Client's billing policies and based upon submission and approval of appropriate receipts or other reasonable verification of expenses incurred. These expenses will be billed to either the Economic Development Corporation or the City or both depending on the nature of the event and sponsoring entity.

- 5) Work Product.** Any recommendations, information, approaches, suggestions, concepts, ideas, and any and all contributions received from the Consultant may be used by the Client without compensation, except for that expressly hereinabove provided.
- 6) Independent Contractor.** The Consultant is an independent contractor and is not authorized to commit or obligate the Client in any manner whatsoever. This Agreement does not constitute an employer-employee relationship between the Consultant and the Client, and therefore the Consultant is not entitled to participate in or receive any employee benefits of the Client, such as, but not limited to, insurance, pension, disability, medical, etc. The Consultant recognizes the Client's right to withhold any monies due the Consultant, for tax or other purposes, should the Client be required to do so by law.
- 7) Termination.** The Client may terminate this Agreement upon thirty (30) days written notice for any reason without obligation, and the Consultant will be entitled (i) to retain all sums previously paid, (ii) to payment of all outstanding unpaid approved invoices, and (iii) to payment for services through the date that the

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Consultant receives the notice of termination upon receipt and approval in accordance with this Agreement of a statement covering such services.

- 8) **Warranty and Indemnity.** The Consultant warrants and represents that it has the full right, power and authority to enter into this Agreement and to perform legislative and executive branch governmental consulting and public relations services in the State of Texas. The Consultant will file all notices as required by law. The Consultant will indemnify and hold the Client harmless from and against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable attorney's fees, arising out of any breach of the foregoing provisions, warranties and representations.
- 9) **Cost of Expert Witnesses and Studies to Support Positions.** The Client will bear all costs of "expert witnesses" hired to make presentations to legislative and governmental bodies. The Client will also bear all costs of studies undertaken to advance the Client's positions in front of the legislative and governmental bodies. No witnesses are to be retained or studies undertaken without prior agreement of the Client.
- 10) **Miscellaneous.** The Consultant may not assign this Agreement or any of the Consultant's obligations hereunder. This Agreement will be deemed made in the state of Texas and shall be subject to and construed in accordance with the laws of the state of Texas applicable to agreements to be performed wholly therein; merges all prior representations and understandings; and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.
- 11) **Lobby Activity; Conflict of Interest.**
 - (a) The Texas ethics law and rules adopted by the Texas Ethics Commission require the Consultant to report compensation or reimbursement paid to Consultant for the purpose of directly communicating with members of the legislative or executive branch. Texas Ethics Commission Rules provide that a registrant receiving compensation or reimbursement for purposes other than lobby activities may reasonably determine the amount of compensation attributable to lobby activities and report only that amount. The rules define lobby activity as "Direct communication with one or more members of Texas legislative or executive branch to influence legislation or administrative action and activities in preparing for such direct communication." The statutory term "lobby activity" does not include, for example, the following activities performed on the Client's behalf:
 - Any effort to influence purchasing decisions by a state agency
 - Daily monitoring of legislation and/or executive actions

- Communication with the Client on many strategic subjects
 - Preparation and delivery of status reports, newsletters, and other items of interest
 - Giving sworn testimony before executive or legislative bodies
 - Legal consultation, briefings and documentation
 - Analysis of political races and fundraising efforts on behalf of PACs and/or individual candidates
 - Attending and preparing for board meetings
 - Negotiation sessions
 - Arranging of meetings with various state officials to brief them on areas of interest to the Client
 - Any other action taken which is not designed specifically to influence legislative or executive action.
- (b) The Consultant will allocate on a reasonable basis, as allowed by the rules, the amount of the retainer paid to the Consultant that is being paid for "lobby activities". Based upon Consultant's experience representing other clients, the Consultant believes 40 percent would be a reasonable estimate of the monthly retainer attributable to "lobby activities." It is understood and agreed that the Consultant's activities will be monitored from time to time so that any change in the amount of time spent on lobby activities as defined by the rules of the Texas Ethics Commission will be detected.
- (c) Attached to this Agreement is a list of clients for which the Consultant engages in lobby activities. The parties acknowledge that the law provides that a registrant may represent multiple clients with the client's consent after full disclosure of the possible effects of that representation on the registrant's professional judgment. The consultant confirms that it has disclosed to the Client such information as is necessary for the client to agree and consent to the representation of all the clients on the attached list, and the Client confirms that it so agrees and consents.

Should any other services relating to the general area of public relations become necessary or warranted such as event management for conventions, openings, meetings and seminars or development of interactive media for presentations or other communications, a separate budget for these services may be negotiated by the parties hereto.

EXECUTED as of the date first set forth above.

HILLCO PARTNERS

By: _____
R. Clint Smith

Date: _____

By: _____
Neal. T. "Buddy" Jones, Jr.

Date: _____

SOUTH PADRE ISLAND

By: _____

Title: _____

Date: _____

ECONOMIC DEVELOPMENT
CORPORATION OF SOUTH PADRE
ISLAND

By: _____

Title: _____

Date: _____

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

MEETING DATE: June 1, 2016

NAME & TITLE: Dennis Stahl, Council Member
Darla Jones, Interim City Manager

DEPARTMENT: City Council/Administration

ITEM

Update and discussion on current City projects including schedule, timing and reports.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

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Project Status	
On Schedule	
Over 60 Days	
Over 120 Days	
Over 180 Days	
Completed	X

PROJECT SCHEDULING CHART
5/27/2016
Project Phase

			2015												2016												2017											
			Planning												Design												Bidding											
			2015												2016												2017											
PROJECT NAME	PROJECT MANAGER	ESTIMATED COMPLETION DATE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
104 W MORNINGSIDE-NEW LINE THROUGH EASEMNT	Armando Gutierrez Jr.	June 2016																																				
X 410 FRONTAGE SOUTH PARKING-CONCRETE VG	Armando Gutierrez Jr.	April 2016																																				
X 410 FRONTAGE NORTH PARKING-CONCRETE VG	Armando Gutierrez Jr.	April 2016																																				
GULF BLVD PHASE IV	Armando Gutierrez Jr.	July 2017																																				
E OLEANDER RECONSTRUCTION	Armando Gutierrez Jr.	July 2017																																				
E HIBISCUS RECONSTRUCTION	Armando Gutierrez Jr.	July 2017																																				
WEST REDSNAPPER-6" CONCRETE APRON	Armando Gutierrez Jr.	June 2016																																				
EAST PALMETTO- CONCRETE APRON	Armando Gutierrez Jr.	June 2016																																				
WEST ESPERANZA-CONCRETE APRON	Armando Gutierrez Jr.	June 2016																																				
113 E. WHITESANDS-VALLEY GUTTER	Armando Gutierrez Jr.	July 2016																																				
113 E. BAHAMA-VALLEY GUTTER	Armando Gutierrez Jr.	July 2016																																				
210 W. LANTANA-VALLEY GUTTER	Armando Gutierrez Jr.	July 2016																																				
212 W. LANTANA-VALLEY GUTTER	Armando Gutierrez Jr.	July 2016																																				

2-81

		DATE: 5-26-16
		Over 180 Days
PROJECT: 104 W. Morningside		
DEPT: Public Works	CONTACT: Armando Gutierrez, Jr., P.E.	
AWARDED:	NTP:	CONSTRUCTION START DATE:
CONTRACTOR:		
ORIGINAL CONTRACT AMT:	REVISED CONTRACTOR AMT:	
ORIGINAL END DATE:	REVISED END DATE:	
DESCRIPTION		
<p>Unable to move forward due to foundation engineer threatening to withdraw certification on foundation.</p> <p>Property owner has moved forward with the placing of concrete over the drainage easement. The initial plan of trenching for the placement of the drainage pipe is not feasible.</p> <p>City is in negotiation with another property owner for the purchase of another drainage easement.</p>		
CORRECTIVE MEASURES BEING TAKEN		
<p>City is attempting to purchase another drainage easement to replacement the drain pipe. Current negotiations look very promising.</p>		

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5/26/2016

PROJECT AT RISK

PROJECT: 15012 GULF BLVD PHASE 4

DEPT: PUBLIC WORKS

CONTACT: ARMANDO GUTIERREZ

AWARDED: 6/1/2016

NTP:

CONSTRUCTION START DATE:

CONTRACTOR: FOREMOST PAVING

ORIGINAL CONTRACT AMT: \$2,147,840.00

REVISED CONTRACTOR AMT: \$2,147,840.00

ORIGINAL END DATE: 9/30/2017

REVISED END DATE: 9/30/2017

REASON FOR AT RISK

Award is for the base bid and the Add-Alt #1 which adds 3 months to construction period. This project includes Hibiscus as part of the base bid and Oleander as Add-Alt#1.

CORRECTIVE ACTION

na

18-4

5/26/2016

PROJECT AT RISK

PROJECT: Redsnapper street apron

DEPT: PUBLIC WORKS

CONTACT: ARMANDO GUTIERREZ

AWARDED: NTP:

CONSTRUCTION START DATE:

CONTRACTOR:

ORIGINAL CONTRACT AMT:

REVISED CONTRACTOR AMT:

ORIGINAL END DATE: 5/31/2016

REVISED END DATE: 6/30/2016

REASON FOR AT RISK

Rain and wet days delays in other projects pushed back the project schedule. Staff work loads are adjusted accordingly.

CORRECTIVE ACTION

scheduled for construction in June 2016

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5/26/2016

PROJECT AT RISK

PROJECT:	East Palmetto street apron		
DEPT:	PUBLIC WORKS	CONTACT:	ARMANDO GUTIERREZ
AWARDED:	NTP:	CONSTRUCTION START DATE:	
CONTRACTOR:			
ORIGINAL CONTRACT AMT:	REVISED CONTRACTOR AMT:		
ORIGINAL END DATE:	5/31/2016	REVISED END DATE:	6/30/2016

REASON FOR AT RISK

Rain and wet days delays in other projects pushed back the project schedule. Staff work loads are adjusted accordingly.

CORRECTIVE ACTION

scheduled for construction in June 2016

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5/26/2016

PROJECT AT RISK

PROJECT: **Esperanza street apron**

DEPT: **PUBLIC WORKS**

CONTACT: **ARMANDO GUTIERREZ**

AWARDED:

NTP:

CONSTRUCTION START DATE:

CONTRACTOR:

ORIGINAL CONTRACT AMT:

REVISED CONTRACTOR AMT:

ORIGINAL END DATE: **5/31/2016**

REVISED END DATE: **6/30/2016**

REASON FOR AT RISK

Rain and wet days delays in other projects pushed back the project schedule. Staff work loads are adjusted accordingly.

CORRECTIVE ACTION

scheduled for construction in June 2016

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- Project Status**
- On Schedule
 - Over 60 Days
 - Over 120 Days
 - Over 180 Days
 - X Completed

PROJECT SCHEDULING CHART

5/27/2016

Planning

Design

Project Phase

Construction

Submission

Pending

Awarded

2015

2016

2017

Completed																																								
PROJECT NAME	PROJECT MANAGER	EST. COMPLETION DATE	GRANT DEADLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
CITY PARK	Armando Gutierrez Jr.	May 2016	5/8/2016																																					
Pearl Crossover sidewalk to Frontage Rd	Patrick Barrineau	June 2016	5/31/2016																																					
Ocean Beach Access Walkover	Patrick Barrineau	August 2016	3/31/2017																																					
Seaside Beach Access Walkover	Patrick Barrineau	September 2016	3/31/2017																																					
Moonlight Beach Access Walkover	Patrick Barrineau	August 2016	3/31/2017																																					
TAP Grant-Padre Blvd Sidewalks/Landscaping	Darla Jones	August 2017	8/31/2017																																					
X RD Multimodal Phase I - Park-&-Ride	Darla Jones/Jesse Arriaga	April 2016	4/30/2016																																					
TIGER Multimodal Phase II - Facility	Darla Jones/Jesse Arriaga	September 2017	9/30/2017																																					
RESTORE ACT	Darla Jones	Pending	4/15/2016																																					

8.81

5/26/2016

PROJECT AT RISK

PROJECT: 14005 JOHN L TOMPKINS PARK

DEPT: PARKS & RECREATION

CONTACT: SUNGMAN KIM

AWARDED: 9/2/2015

NTP:

CONSTRUCTION START DATE:

CONTRACTOR: BRYANT INDUSTRIAL SERVICES

ORIGINAL CONTRACT AMT: \$649,558.15

REVISED CONTRACTOR AMT: \$768,985.40

ORIGINAL END DATE: 5/23/2016

REVISED END DATE: 6/28/2016

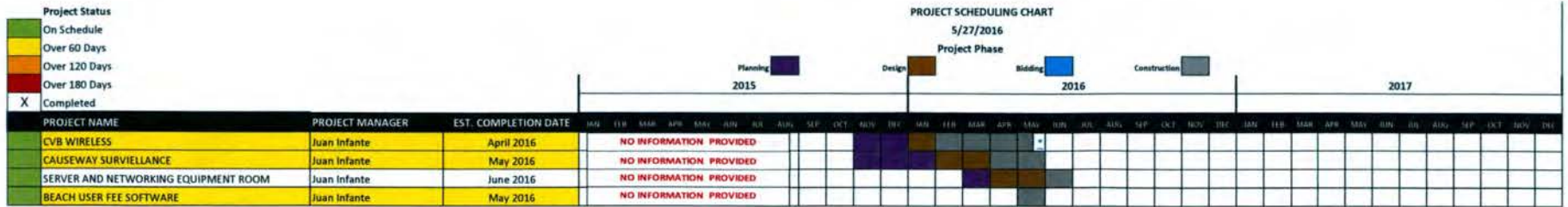
REASON FOR AT RISK

Council approved the upgrading of the parking lot from HMA to brick pavers. Last Change Order increased the cost to \$768,985.40 and end date to 6/28/2016.

CORRECTIVE ACTION

Contractor is moving forward as authorized

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18-1D

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

MEETING DATE: June 1, 2016

NAME & TITLE: Bharat R. Patel, Mayor

DEPARTMENT: City Council

ITEM

Discussion on the possibility of hiring a staff attorney.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

19-1