#### 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 15, 2016

5:30 p.m. at the Municipal Building, City Council Chambers, 2<sup>nd</sup> 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]
- Discussion and action on engagement letter from the Law Office of Paul Y. Cunningham, Jr., P.C. and designating Paul Cunningham as City Attorney and Kathy Cunningham as Assistant City Attorney. (Council)
- Approve Consent Agenda:
  - Approve minutes of June 1, 2016 Strategic Planning Workshop, June 1, 2016 Budget Workshop, June 1, 2016 Regular meeting and June 9, 2016 Special meeting. (Hill)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve Change Order #7 in the amount of \$1,050.50 for the construction of an ADA approved serving counter, an ADA approved concrete ramp for the back door; and approve budget amendment in the amount of \$1,900 for Change Order #7 and for security cameras for the building. (Gutierrez)
  - Approve budget amendment in the amount of \$30,000 for the purchase of two used trucks for Code Enforcement out of the Capital Replacement fund. (Gutierrez)
- Discussion and action regarding Outside Agency Funding request by the Boys & Girls Club of Laguna Madre. (City Council) (Tabled from the June 1, 2016 City Council meeting)
- Discussion and action to approve amending Chapter 11 of the Code of Ordinances to revise both Taxi and Towing Service Agreements to consider the maximum number of qualified taxi and wrecker services permits in which the City of South Padre Island issues and/or controls (Smith)
- 8. Discussion and action to approve updated contract and authorize the Interim City Manager to execute contract between University of Texas Rio Grande Valley (UTRGV)

and the City for student internship that better reflects the desire of the city to obtain pragmatic results of studies focused on assessing current coastal management programs and to provide a greater (and more formalized) structure to the internship program. (Barrineau)

- 9. Discussion and action to authorize the Interim City Manager to approve the Memorandum of Understanding (MOU) which will establish a cooperative and mutually beneficial relationship between the City of South Padre Island (Island Metro), the City of Brownsville (Brownsville Metro), the City of McAllen (Metro McAllen) and the Lower Rio Grande Valley Development Council (Valley Metro). (Arriaga)
- 10. Discussion and action to select a primary depository bank and authorize the Interim City Manager to enter into an agreement that will commence on October 1, 2016 and terminate on September 30, 2018 with three additional one-year extension options. (Gimenez)
- 11. Discussion and action to award contract to the qualified bidder, Pyro shows of Texas, in the amount of \$60,000 for the firework displays for the July Fourth and Labor Day holiday; and authorize the Interim City manager to execute contract. (Arnold)
- 12. Discussion and action to approve a budget amendment to allocate funds from the Beach Maintenance Fund Fiscal Year 2015-2016 in the amount of \$42,556 for the "Treasure It...Don't Trash It" Anti-Litter Beach Program. (Baldovinos) (Tabled from the June 9, 2016 City Council Special meeting)
- 13. 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 10<sup>TH</sup> DAY OF JUNE 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 JUNE 10, 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

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

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

MEETING DATE:	June 15, 2016			
NAME & TITLE:	Council Member	S		
DEPARTMENT:	City Council			
ITEM				
				d Y. Cunningham, Jr., nningham as Assistant
ITEM BACKGROUND				
BUDGET/FINANCIAL	SUMMARY			
COMPREHENSIVE PL	AN GOAL			
LEGAL REVIEW				
Sent to Legal: Approved by Legal:	YES:		NO: NO:	
Comments:				
RECOMMENDATIONS	S/COMMENTS			

Law Offices of
Paul Y. Cunningham, Jr., P. C.
Limited Practice
2111 Padre Boulevard
P. O. Box 2729
South Padre Island, Texas 78597
(956) 161-6476 Fax: (956) 161-7812

PAUL Y. CUNNINGHAM, IR. lawofficepyc@sbcglobal.net

June 9, 2016

L. KATHY CUNNINGHAM LKathyC\_law@yahoo.com

#### HAND DELIVERED

Mayor Bharat Patel & City Council City of South Padre Island 4601 Padre Boulevard South Padre Island, Texas 78597

RE: Withdrawal of Resignation as City Attorney for City of South Padre Island

Dear Mayor & City Councilmen:

Because the City Council refused to accept my resignation, I hereby withdraw my resignation as City Attorney to the City of South Padre Island dated June 3, 2016. I will continue to act as City Attorney and my offices will continue to provide legal services.

I will be submitting a new engagement letter for consideration by the City Council at their meeting of June 15, 2016.

Very truly yours

Paul Y. Cunningham, Jr.

PYC/pmo

cc: Ms. Darla Jones, Interim City Manager City of South Padre Island 4601 Padre Boulevard South Padre Island, Texas 78597 cc: Ms. Susan Hill, City Secretary City of South Padre Island 4601 Padre Boulevard South Padre Island, Texas 78597

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

MEETING DATE: June 15, 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 June 1, 2016 Strategic Planning Workshop, June 1, 2016 Budget Workshop, June 1, 2016 Regular meeting and June 9, 2016 Special meeting. (Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve Change Order #7 in the amount of \$1,50.50 for the construction of an ADA approved serving counter, an ADA approved concrete ramp for the back door; and approve budget amendment in the amount of \$1,900 for Change Order #7 and for security cameras for the building. (Gutierrez)
- d. Approve budget amendment in the amount of \$30,000 for the purchase of two used trucks for Code Enforcement out of the Capital Replacement fund. (Gutierrez)

#### RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

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

MEETING DATE:	June 15, 2016				
NAME & TITLE:	Susan Hill, City S	Secretary			
DEPARTMENT:	City Manager's C	Office			
ITEM					
Approve minutes of June 1, 2016 Regular				1, 2016 Budget W	orkshop
ITEM BACKGROUND					
BUDGET/FINANCIAL	SUMMARY				
COMPREHENSIVE PI	LAN GOAL				
LEGAL REVIEW					
Sent to Legal:	YES:		NO: NO:		
Approved by Legal: Comments:	TES		NO		
RECOMMENDATION	S/COMMENTS				
Approve Minutes					

## MINUTES CITY OF SOUTH PADRE ISLAND CITY COUNCIL WORKSHOP

#### **WEDNESDAY, JUNE 1, 2016**

#### I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Workshop on Wednesday, June 1, 2016 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 10:00 a.m. A quorum was present: Council Member Dennis Stahl, Theresa Metty and Alita Bagley. Absent were Council Members Alex Avalos and Paul Munarriz.

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, CVB Director Keith Arnold, Environmental Health Director Victor Baldovinos, Transit Director Jesse Arriaga, Shoreline Director Patrick Barrineau Shoreline Program and Project Manager Brandon Hill, Interim Fire Chief Albert Perez 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. DISCUSSION REGARDING STRATEGIC PLANNING FOR FUTURE PROJECTS:

#### A. SPRING BREAK AND SEMANA SANTA:

- 1. OVERVIEW OF 2016 SPRING BREAK/SEMANA SANTA WHAT WENT GOOD, WHAT WENT BAD, SAFETY CONCERNS, WHAT TYPE OF IMPROVEMENTS DO WE NEED IN PUBLIC SAFETY, TRASH COLLECTION ON THE BEACH, GULF BOULEVARD AND PADRE BOULEVARD.
- 2. 2017 SPRING BREAK/SEMANA SANTA PREPARATIONS
- 3. PUBLIC SAFETY REPORTS
  - a. POLICE CALLS AND REPORTS
  - b. FIRE CALLS AND REPORTS
  - c. EMS CALLS AND REPORTS

Public Safety Director Randy Smith gave an overview of the 2016 Spring Break/Semana Santa activities, outlined preparation taken and additional help

Minutes: June 1, 2016 Council Workshop - Strategic Planning

rendered during this time frame. Also discussed was the management of crowds during major events during Spring Break, issues arising and possible solutions for next year.

#### B. ECONOMIC DEVELOPMENT CORPORATION:

- 1. PRIORITIES, PLANS AND PROJECTS FOR FY 2016-17.
- 2. IDEAS CONCERNING ECONOMIC DEVELOPMENT IMPROVEMENT

Joanne Williams, President of the South Padre Island EDC was present to answer any questions the City Council had. It was noted that the EDC and City Council will have a Joint Strategic Session workshop on June 15, 2016. City Council requested that EDC provide monthly updates at City Council meetings.

#### C. CONVENTION AND VISITOR'S BUREAU:

- 1. HOTEL OCCUPANCY TAX (HOT) COLLECTION EFFORTS
- 2. HOT INCOME PROJECTIONS AND HOW WILL WE MEET THOSE GOALS
- 3. AMPHITHEATER PROJECT
- 4. MARKETING AND EVENTS STRATEGIES

CVB Director Keith Arnold gave an update on Hotel Occupancy Tax collections and projections for the next fiscal year. Keith also gave a status report on the proposed Amphitheater Market and Financial Feasibility Study that Johnson Consulting is currently working on and stated that the expected completion of the study would be towards the end of June. Also discussed was the marketing and events efforts to promote South Padre Island as a premier, year-round leisure and convention/meetings destination to targeted audiences with an end result of positively promoting tourism, the convention and hotel industry and enhancing the quality of life on South Padre Island.

#### D. SHORELINE DEPARTMENT:

- 1. CMP WALKOVERS
- 2. BENEFICIAL USE DREDGE MATERIAL (BUDM)
  COORDINATION WITH U.S. ARMY CORP OF ENGINEERS
  (USACE)
- 3. OFF-SHORE SAND SOURCE
- 4. RESTORE ACT GRANT APPLICATIONS

Shoreline Management Director Patrick Barrineau along with Program & Project Manager Brandon Hill gave updates on the various Shoreline Department projects.

#### E. CURRENT CITY PROJECTS:

- 1. MULTI-MODAL PHASE 2, RELOCATION OF MONUMENTS AT FOOT OF CAUSEWAY, BUILD ANOTHER GATEWAY SIGN, ESTABLISH A SMALL WALKING TRAIL, PARK AREA ON NORTH END OF MULTI-MODAL MEDIAN
- 2. PADRE BOULEVARD SIDEWALKS, LANDSCAPING, HARDSCAPING
- 3. PADRE BOULEVARD MEDIANS, TRAFFIC SIGNAL
- 4. GULF BOULEVARD PHASE 4 PLANS TO ENSURE PROJECT DOES NOT INCUR PROBLEMS FACED IN PHASE 3
- 5. JOIN METROPOLITAN PLANNING ORGANIZATION (MPO); SUPPORT CREATION OF CAMERON HIDALGO COUNTY MPO
- 6. HAZARD MITIGATION PLANNING
- 7. HOW CITY MEASURES CUSTOMER SATISFACTION AND CUSTOMER SERVICE, CUSTOMER SERVICE SURVEY (ON-LINE BY SURVEY MONKEY, WRITTEN FORMS AVAILABLE WITH DROP BOX IN RECEPTION AREA)

Updates and strategies on current and proposed City projects were discussed.

#### V. ADJOURN.

There being no further discussion, Mayor Patel adjourned the workshop at 1:19 p.m.

Susan M. Hill, City Secretary

Bharat R. Patel, Mayor

APPROVED



## MINUTES CITY OF SOUTH PADRE ISLAND CITY COUNCIL WORKSHOP

#### **WEDNESDAY, JUNE 1, 2016**

#### I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Workshop on Wednesday, June 1, 2016 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the workshop to order at 3:00 p.m. A quorum was present: Council Member Dennis Stahl, Alex Avalos, Theresa Metty and Alita Bagley. Absent was Council Member Munarriz.

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, Transit Director Jesse Arriaga, Shoreline Director Patrick Barrineau, Interim Fire Chief Albert Perez, Information Technology Director Juan Infante, Permit/Parks & Recreation Program Manager Mary Kay Hancock, Finance Accountant Eddie Salazar 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. DISCUSSION REGARDING FISCAL YEAR 2016-17 BUDGET:

- a. GENERAL FUND (FUND 01)
- b. PARKS, RECREATION & BEAUTIFICATION (FUND 09)
- c. MUNICIPAL COURT TECHNOLOGY (FUND 21)
- d. MUNICIPAL COURT SECURITY (FUND 22)
- e. TRANSPORTATION FUND (FUND 30)
- f. STREET IMPROVEMENT (FUND 43)
- g. GENERAL DEBT SERVICE (FUND 50)
- h. TIRŽ TAX INCREMENT REINVESTMENT ZONE (FUND 51)
- i. BEACH MAINTENANCE (FUND 60)
- j. BEACH ACCESS (FUND 61)
- k. BAY ACCESS (FUND 62)
- 1. BEACH NOURISHMENT (FUND 81)

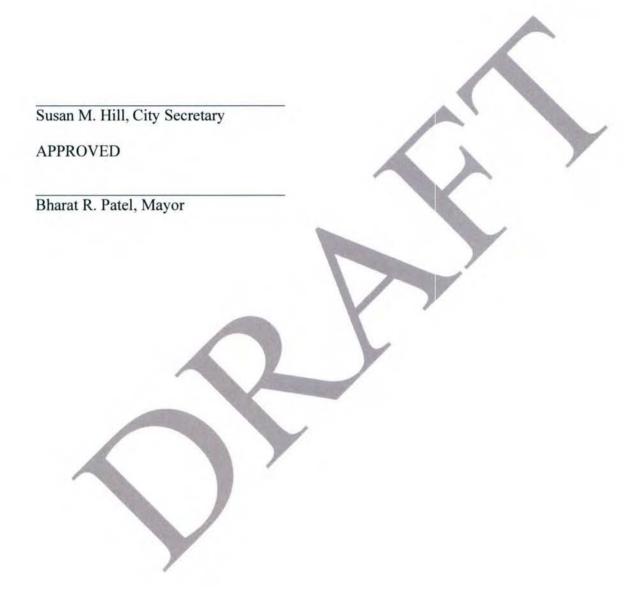
Finance Director Rodrigo Gimenez gave a presentation on the proposed budget for fiscal year 2016-17. Budget highlights included revenues in excess of expenditures in the General Fund at \$80,000; Community Center; Park and Landscaping program and

Page 1 of 2 5-6

proposed Tax Rate of \$.305640. Proposed Revenue and Expenditure summaries were given.

#### V. ADJOURN.

There being no further discussion, Mayor Patel adjourned the workshop at 4:00 p.m.



Minutes: June 1, 2016 Council Workshop - Budget

## MINUTES CITY OF SOUTH PADRE ISLAND CITY COUNCIL REGULAR MEETING

#### WEDNESDAY, JUNE 1, 2016

#### I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, June 1, 2016 at the Municipal Complex Building, 2<sup>nd</sup> 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, Administrative Services Director Wendi Delgado, Environmental Health Director Victor Baldovinos, Transit Director Jesse Arriaga, Information Technology Director Juan Infante, Public Information Officer Gary Ainsworth, Shoreline Project & Program Manager Brandon Hill 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

None.

#### V. APPROVE CONSENT AGENDA:

Mayor Patel announced that Item 5b and Item 5d will be pulled to be considered separately.

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

- a. APPROVE MINUTES OF MAY 18, 2016 REGULAR MEETING. (HILL)
- b. APPROVE INVOICES FOR PAYMENT. (GIMENEZ)



Council Member Bagley made a motion to approve the invoices. Motion was seconded by Council Member Stahl, which passed on a 5 to 0 vote with Council Member Avalos abstaining from the vote.

Invoices approved for payment were paid by General Fund checks numbered 135504 through 135600 and EFT payments totaling \$589,773.51.

- 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)

Council Member Stahl made a motion, seconded by Council Member Munarriz to approve an amount of up to \$2,000 for the installation of wording "Community Center" along with the City's three umbrella logo, and Change Order #6 for same amount. Motion carried unanimously.

- 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)

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 16-12, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book

### VI. 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

Mayor Patel made a motion to table Item 6a until the June 15, 2016 City Council meeting so that representatives from the Boys & Girls Club of Laguna Madre could give a presentation. Council Member Stahl seconded the motion, which carried unanimously.

Council Member Metty made a motion, seconded by Council Member Munarriz to fund Items 6b, 6c and 6d as requested. Motion carried unanimously. Outside Agency amounts approved for funding were:

Minutes: June 1, 2016 Regular Council Meeting

El Paseo Arts Foundation – In-kind services in the amount of \$46,090 Sea Turtle, Inc. - \$2,500 Valley Proud Environmental Council - \$5,000

VII. 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)

Council Member Stahl made a motion 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. Motion was seconded by Council Member Bagley and carried on a unanimous vote.

VIII. 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)

Council Member Bagley made a motion, seconded by Council Member Metty to not approve renewal of the Interlocal Agreement with the City of Port Isabel for the housing and operation of the Reading Room. Motion passed unanimously.

IX. 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)

Council Member Bagley made a motion to approve Resolution No. 2016-16 and appoint Irv Downing to fill unexpired term created by this vacancy. Council Member Avalos seconded the motion, which carried unanimously.

X. 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)

Council Member Bagley made a motion, seconded by Council Member Avalos to approve the creation of a new Bay Maintenance position in the Shoreline Management Department and approve budget adjustment in the amount of \$8,255. Motion passed on a unanimous vote.

XI. DISCUSSION REGARDING ENTERING INTO AN AGREEMENT WITH PETER A. RAVELLA CONSULTING FOR GRANT REVIEW, COORDINATION AND APPLICATIONS. (BAGLEY)

Discussion was held - not an action item.

XII. 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)

Council Member Bagley made a motion to approve Resolution No. 2016-17 authorizing an Advance Funding Agreement with Texas Department of Transportation and direct the Interim City Manager to execute agreement. Motion was seconded by Council Member Munarriz. Motion carried unanimously.

XIII. DISCUSSION AND ACTION TO APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$20,000 TO FUND THE COMPLETION OF THE PEARL WALKWAY PROJECT. (BARRINEAU)

Council Member Avalos made a motion, seconded by Council Member Stahl to approve budget amendment in the amount of \$20,000 to complete the Pearl Walkway project. Motion passed on a unanimous vote.

XIV. 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. (DELGADO)

A motion was made by Council Member Metty to approve the budget amendment in the amount of \$28,800 for the Executive Search Services for a City Manager by Ralph Andersen and Associates. Motion was seconded by Council Member Avalos, which carried unanimously.

XV. 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)

Council Member Stahl made a motion to approve award of Base Bid and Add-Alt #1 for the Gulf Boulevard Phase 4 Street and Drainage Improvement Project to the low bidder, Foremost Paving, in the amount of \$2,147,840.85. Motion passed unanimously.

Other bids received were from G & T Paving, LLC in the amount of \$2,342,434.20.

## XVI. 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)

Mayor Patel made a motion, seconded by Council Member Bagley to authorize the Interim City Manager to engage a qualified inspector for inspection services related to the Gulf Boulevard project. Motion carried unanimously.

### XVII. DISCUSSION AND ACTION TO APPROVE GOVERNMENTAL CONSULTING AGREEMENT WITH HILLCO PARTNERS. (JONES)

Council Member Stahl made a motion to approve agreement with HillCo Partners for Governmental Consulting services. Motion was seconded by Council Member Bagley, which passed on a unanimous vote.

### XVIII. UPDATE AND DISCUSSION ON CURRENT CITY PROJECTS INCLUDING SCHEDULE, TIMING AND REPORTS. (STAHL/JONES)

Darla Jones gave a brief update on current City projects.

### XIX. DISCUSSION ON THE POSSIBILITY OF HIRING A STAFF ATTORNEY. (PATEL)

Discussion was held - not an action item.

#### XX. ADJOURN.

There being no further business, Mayor Patel adjourned the meeting at 7:03 p.m.

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Susan M. Hill, C	City Sec	retary	
APPROVED	7		
Bharat R. Patel,	Mayor		

## MINUTES CITY OF SOUTH PADRE ISLAND CITY COUNCIL SPEICAL MEETING

#### THURSDAY, JUNE 9, 2016

#### I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Special Meeting on Thursday, June 9, 2016 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 9:00 a.m. A full quorum was present: Council Member Dennis Stahl, Alex Avalos, Theresa Metty, Alita Bagley and Paul Munarriz.

City staff members present were Administrative Services Director Wendi Delgado, Environmental Health Director Victor Baldovinos, Public Information Officer Gary Ainsworth 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. DISCUSSION AND PRESENTATION BY RALPH ANDERSEN & ASSOCIATES REGARDING THE RECRUITMENT PROCESS OF THE CITY MANAGER POSITION. (CITY COUNCIL)

Greg Nelson from Ralph Andersen & Associates gave a brief presentation of the City Manager recruitment process, which will consist of:

- Review Project Management
- Develop Position Profile
- Outreach and Recruitment
- Candidate Evaluation
- · Review of Candidates
- Interviews
- · Meet the Candidates
- Final Selection
- V. DISCUSSION AND ACTION REGARDING THE ACCEPTANCE OF THE RESIGNATION LETTER SUBMITTED BY CITY ATTORNEY, PAUL Y. CUNNINGHAM, JR. ON JUNE 3, 2016, TO BE EFFECTIVE JUNE 9, 2016. (CITY COUNCIL)

Mayor Patel made a motion, seconded by Council Member Stahl, to accept the resignation letter submitted by Paul Y. Cunningham, Jr. as City Attorney. Motion failed on a 2 to 4 vote with Mayor Patel and Council Member Stahl casting an aye vote; Council Members Metty, Bagley, Munarriz and Avalos casting a nay vote. Resignation letter by Paul Y. Cunningham, Jr. was not accepted.

### VI. DISCUSSION AND ACTION ON REGARDING THE PROCESS TO APPOINT A STAFF CITY ATTORNEY. (PATEL)

Council Member Stahl made a motion to appoint Council Members Metty, Bagley and Munarriz as a committee to reach out to Paul Cunningham and his law firm to see if they are interested in maintaining a relationship with the City; to revoke the resignation that was submitted and to come up with a plan to move forward. Included in the motion was to have the Interim City Manager reach out to Texas Municipal Legate to have immediate law/legal services to the City. Council Member Stahl later amended that an agreement be submitted with Texas Municipal League for legal representation. Motion was seconded by Council Member Bagley and carried on a unanimous vote.

# VII. DISCUSSION AND ACTION TO APPROVE A BUDGET AMENDMENT TO ALLOCATE FUNDS FROM THE BEACH MAINTENANCE FUND FISCAL YEAR 2015-2016 IN THE AMOUNT OF \$42,556 FOR THE "TREASURE IT...DON'T TRASH IT" ANTI-LITTER BEACH PROGRAM. (BALDOVINOS)

Council Member Stahl made a motion to table this item until the next City Council meeting. Motion was seconded by Council Member Metty, which passed unanimously.

#### VIII. ADJOURN.

There being no further business, Mayor Patel adjourned the meeting at 10:20 a.m.

	1	100	- 7
Susan N	I. Hill, Cit	y Secretary	-
APPRO	VED		
Bharat R	Patel M	lavor	

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

MEETING DATE:	June 15, 2016			
NAME & TITLE:	Rodrigo Gimenez	z, Finance Direc	etor	
DEPARTMENT:	Finance			
ITEM				
Approve invoices for EFT payments totaling		eral Fund check	cs numbered 135	601 through 135705 and
ITEM BACKGROUND				
BUDGET/FINANCIAL	SUMMARY			
COMPREHENSIVE PI	LAN GOAL			
LEGAL REVIEW				
Sent to Legal: Approved by Legal:	YES:		NO: NO:	
Comments:				
RECOMMENDATION	S/COMMENTS			

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: BANK: OPER

# 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 5/28/2016 THRU 6/10/2016

VENDOR SET: 01 City of South Padre Islan

PAY DATE RANGE: BUDGET TO USE:

CB-CURRENT BUDGET

CHECK # ITEM # G/L ACCOUNT NAME DESCRIPTION AMOUNT NAME VENDOR 01-002434 CINDY BOUDLOCHE I-DWC201605315990 01 2469 DEBTORS WAGE : CASE NO 11-70848-M-1 135603 2,717.32 31-002434 CINDY BOUDLOCHE I-DWD201605315990 01 2469 DEBTORS WAGE : CASE NO 14-10370 135603 542.31 VENDOR 01-002434 TOTALS 3,259.63 31-003185 OFFICE OF THE ATTY GEN I-C00201605315990 01 2473 CHILD SUPPORT: ORDER # 2015-DCL-018 000000 330.00 01-003185 OFFICE OF THE ATTY GEN I-C10201605315990 01 2473 CHILD SUPPORT: A/N 2004094864B 000000 282.92 01-003185 OFFICE OF THE ATTY GEN I-C13201605315990 01 2473 CHILD SUPPORT: A/N 0013262861 000000 103.85 31-003185 OFFICE OF THE ATTY GEN I-C16201605315990 01 2473 CHILD SUPPORT: A/N 2002031289D 000000 146.77 31-003185 OFFICE OF THE ATTY GEN I-C1C201605315990 01 2473 CHILD SUPPORT: ORDER NO 2015-DCL-56 000000 456.92 01-003185 OFFICE OF THE ATTY GEN I-C1D201605315990 01 2473 CHILD SUPPORT: ORDER ID F-2774-09-5 000000 62.80 01 2473 000000 146.31 01-003185 OFFICE OF THE ATTY GEN I-C21201605315990 CHILD SUPPORT: A/N 0011549506 000000 01-003185 OFFICE OF THE ATTY GEN I-C24201605315990 01 2473 CHILD SUPPORT: A/N 0011488748 392.07 000000 31-003185 OFFICE OF THE ATTY GEN I-C51201605315990 01 2473 CHILD SUPPORT: A/N 0012375322 294.33 CHILD SUPPORT: #0009529310 000000 11-003185 OFFICE OF THE ATTY GEN I-C59201605315990 01 2473 162.46 01 2473 CHILD SUPPORT: ORDER NO 2012-DCL-00 000000 31-003185 OFFICE OF THE ATTY GEN I-C67201605315990 151.38 31-003185 OFFICE OF THE ATTY GEN I-C77201605315990 01 2473 CHILD SUPPORT: A/N 0010353126 000000 159.23 31-003185 OFFICE OF THE ATTY GEN I-C82201605315990 01 2473 CHILD SUPPORT: ORDER #2012-DCL-0866 000000 418.62 000000 01 2473 CHILD SUPPORT': AG 0012920905 296.77 31-003185 OFFICE OF THE ATTY GEN I-C91201605315990 21-003185 OFFICE OF THE ATTY GEN I-C93201605315990 01 2473 CHILD SUPPORT: ORDER # 99125207D 000000 127.38 CHILD SUPPORT: CASE #0013025749 01-003185 OFFICE OF THE ATTY GEN 1-C95201605315990 01 2473 000000 150.92 VENDOR 01-003185 TOTALS 3,682,73 31-003444 CITIBANK 1-050316 01 2489 PURCHASING CA: APRIL P CARD PURCHAS 135601 62,354.45 VENDOR 01-003444 TOTALS 62,354.45 11-006035 FAMILY SUPPORT REGISTR I-C85201605315990 01 2473 CHILD SUPPORT: CS 458-85-6258 11CV 135609 219.47 VENDOR 01-006035 TOTALS 219.47 I-C04201605315990 01 2473 CHILD SUPPORT: A/N 2003-03-1480-B 135611 194.88 31-007001 ANA GARZA VENDOR 01-007001 TOTALS 194.88 I-60716 01 2493 TCMA FISHING : BAL. DUE FOR TCMA FI 135645 31-016125 PARROT EYES INC. 3,605.00 VENDOR 01-016125 TOTALS 3,605.00

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: VENDOR SET: 01 City of South Padre Islan BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #		ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
	S.P.I. FIREFIGHTERS AS			2472		ASSOCIATION DUES		377.00
						VENDOR 01-019222	TOTALS	377.00
1-019327	SOUTH PADRE ISLAND PRO	1-060116	01	2487	POLICE DEPT A:	ASSOCIATION DUES	JUN 999999	180.00
						VENDOR 01-019327	TOTALS	180.00
01-020057	TML MULTISTATE IEBP	I-60216	01	2461	TML MEDICAL :	JUNE 2016 MEDICAL	PR 999999	12,043.86
01-020057	TML MULTISTATE IEBP	1-60216	01	2484	VISION :	JUNE 2016 MEDICAL	PR 999999	472.50
						VENDOR 01-020057	TOTALS	12,516.36
01-020100	T.M.R.S.	1-60816	01	2470	T.M.R.S. :	MAY 2016 CITY CO	NTR 999999	37,510.53
						VENDOR 01-020100	TOTALS	37,510.53
01-021226	US BANK VOYAGER FLEET	1-869326488622	01	48090	FUEL REBATE :	FUEL PURCHASED 4/	25 135696	922.12-
						VENDOR 01-021226	TOTALS	922.12-
01-1	MARTINEZ, HECTOR KENNE	1-000201604075956	01	2424	MUN. COURT BO:	Bond Refund: 39649	A 135702	70.00
01-1	KIT DONCASTER	1-060316	01	2493	TCMA FISHING :	KIT DONCASTER: WE	IGH 135646	200.00
01-1	CITY OF CELINA	1-60216	01	2493	TCMA FISHING :	CITY OF CELINA: R	EFU 135642	65.00
						VENDOR 01-1	TOTALS	335.00
					DEPARTMENT NON	-DEPARTMENTAL	TOTAL:	123,312.93

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

SUDGET TO USE;

CB-CURRENT BUDGET

<b>JENDOR</b>	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008211	SUSAN HILL	I-042616	01	512-0550	TRAVEL EXPENS:	PER DIEM AND MILEA	AGE 135663	484.00
						VENDOR 01-008211	TOTALS	484.00
01-011015	KARLA SCIMECA	1-093186	01	512-0102	LOCAL MEETING:	CATERED TCMA LUNCH	M 135671	219.00
						VENDOR 01-011015	TOTALS	219,00
01-020045	TEXAS MUNICIPAL LEAGUE	1-51016	01	512-0551	DUES & MEMBER:	MEMBER SERVCIE FEE	cs. 135630	1,304.00
						VENDOR 01-020045	TOTALS	1,304.00
31-020057	TML MULTISTATE IEBP	I-60216	01	512-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	1,333.80
						VENDOR 01-020057	TOTALS	1,333.80
01-020100	T.M.R.S.	1-60816	01	512-0080	TMRS :	MAY 2016 CITY CONT	RI 999999	2,071.02
						VENDOR 01-020100	TOTALS	2,071.02
					DEPARTMENT 512 CIT	Y MANAGERS OFFICE	TOTAL:	5,411.82

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	1-60216	01	513-0081	GROUP INSURAN	: JUNE 2016 MEDICAL	PR 999999	2,031.46
						VENDOR 01-020057	TOTALS	2,031.46
01-020100	T.M.R.S.	1-60816	01	513-0080	TMRS	: MAY 2016 CITY CON	TRI 999999	2,455.60
						VENDOR 01-020100	TOTALS	2,455.60
					DEPARTMENT 513 FI	NANCE DEPARTMENT	TOTAL:	4,487.06

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

VENDOR SET: 01 City of South Padre Islan

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003444	CITIBANK	C-200001514-C	01	514-0513	TRAINING EXPE	: CREDIT DUE TO DUPI	LIC 000000	270.00-
01-003444	CITIBANK	D-2000001514	01	514-0513	TRAINING EXPE	: ADJ. DUE TO CRDIT	TA 000000	270.00
						VENDOR 01-003444	TOTALS	0.00
01-020057 TML MULTISTATE IEBP	1-60216	01	514-0081	GROUP INSURAN	JUNE 2016 MEDICAL	PR 999999	820.80	
						VENDOR 01-020057	TOTALS	820.80
01-020100	T.M.R.S.	1-60816	01	514-0080	TMRS	MAY 2016 CITY CONT	RI 999999	1,264.49
						VENDOR 01-020100	TOTALS	1,264.49
					DEPARTMENT 514 PLA	ANNING DEPARTMENT	TOTAL:	2,085.29

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004089	DEPT OF INFO RESOURCES	I-16040597N	01	515-0501	COMMUNICATION:	TEXAN RATE PHONE LD	135657	17.46
						VENDOR 01-004089 TO	TALS	17.46
01-019140	SHORETEL INC.	I-IN-0656358	01	515-0501	COMMUNICATION:	VOIP PHONE SERVICE	135687	3,308.61
						VENDOR 01-019140 TO	TALS	3,308.61
1-020057 TML MULTISTATE IEBP	TML MULTISTATE IEBP	1-60216	01	515-0081	GROUP INSURAN:	JUNE 2016 MEDICAL PR	999999	1,157.12
						VENDOR 01-020057 TO	TALS	1,157.12
)1-020100	T.M.R.S.	1-60816	01	515-0080	TMRS :	MAY 2016 CITY CONTR	999999	1,265.84
						VENDOR 01-020100 TO	TALS	1,265.84
					DEPARTMENT 515 TEC	HNOLOGY DEPARTMENT	TOTAL:	5,749.03

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR SET; 01 City of South Padre Islan

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019016	ARACELI SANCHEZ	1-060316	01	516-0550	TRAVEL EXPENS:	MILEAGE, MTNG IN	ALA 135684	34.56
						VENDOR 01-019016	TOTALS	34.56
01-019243	MEDICAL ASSOCIATES OF	1-51716	01	516-0530	PROFESSIONAL :	PRE-EMPLOY, DRUG	SCR 135628	60.00
01-019243	MEDICAL ASSOCIATES OF	I-52316	01	516-0530	PROFESSIONAL :	DRUG SCREEN: MAY	18. 135628	120.00
01-019243	MEDICAL ASSOCIATES OF	1-52616	01	516-0530	PROFESSIONAL :	PHYSCIAL-BEACHTEC	H 5 135628	35.00
						VENDOR 01-019243	TOTALS	215.00
01-020057	TML MULTISTATE IEBP	I-60216	01	516-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	1,251,20
						VENDOR 01-020057	TOTALS	1,251.20
01-020100	T.M.R.S.	1-60816	01	516-0080	TMRS :	MAY 2016 CITY CO	NTR 999999	1,413.12
						VENDOR 01-020100	TOTALS	1,413.12
01-024191	ROSA ZAPATA	I-060116	01	516-0514	TUITION ASSIS:	TUITION REIMBURSE	MEN 999999	1,043.00
						VENDOR 01-024191	TOTALS	1,043.00
					DEPARTMENT 516 HUMA	AN RESOURCES	TOTAL:	3,956.88

REGULAR DEPARTMENT PAYMENT REPORT

PAGE : BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

VENDOR SET: 01 City of South Padre Islan

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004101	STUART J. DIAMOND	1-053116	01	520-0530	PROFESSIONAL :	SPEC. PROSECUTOR	201 999999	1,335.00
						VENDOR 01-004101	TOTALS	1,335.00
01-020048	TEXAS MUNICIPAL COURTS	I-12484	01	520-0513	TRAINING EXPE:	REG. CLERKS SEMIN	AR, 135631	19.00
						VENDOR 01-020048	TOTALS	19.00
01-020057	TML MULTISTATE IEBP	1-60216	01	520-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	820,80
						VENDOR 01-020057	TOTALS	820.80
01-020100	T.M.R.S.	I-60816	01	520-0080	TMRS 1	MAY 2016 CITY CO	NTR 999999	762.12
						VENDOR 01-020100	TOTALS	762.12
					DEPARTMENT 520 MUN	ICIPAL COURT	TOTAL:	2,936,92

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE BANK: OPER

VENDOR SET: 01 City of South Padre Islan

1 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: BUDGET TO USE:

D1-023058 WHATABURGER 01-023058 WHATABURGER

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CB-CURRENT BUDGET

5/28/2016 THRU 6/10/2016

1-989510

I-9B9511

I-989512

I-989513

I-989522

I-989523

1-989525

1-989526

I-989527

I-989528

G/L ACCOUNT NAME DESCRIPTION CHECK # AMOUNT TTEM # VENDOR NAME 01 521-0081 GROUP INSURAN: JUNE 2016 MEDICAL PR 999999 01-020057 TML MULTISTATE IEBP I-60216 14.381.40 VENDOR 01-020057 TOTALS 14,381.40 I-60816 01 521-0080 TMRS : MAY 2016 CITY CONTR 999999 15,700,47 01-020100 T.M.R.S. VENDOR 01-020100 TOTALS 15,700.47 01 521-0530 PROFESSIONAL : MEDICAL FORENSIC EXA 135698 550.00 01-022151 VHS HARLINGEN HOSPITAL I-032250014 01-022151 VHS HARLINGEN HOSPITAL I-302250030 01 521-0530 PROFESSIONAL : MEDICAL FORENSIC EXA 135699 550.00 VENDOR 01-022151 TOTALS 1,100.00 01 521-0571 FOOD FOR PRIS: PRISONER MEAL 01-023058 WHATABURGER I-1002255 135637 4.24 01 521-0571 FOOD FOR PRIS: PRISONER MEAL 4.24 01-023058 WHATABURGER T-1002258 135637 01 521-0571 01-023058 WHATABURGER T-1002259 FOOD FOR PRIS: PRISONER MEAL 135637 4.24 I-1002261 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 8.48 01-023058 WHATABURGER 01-023058 WHATABURGER 1-1002262 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 9.4B 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 12.72 T-1002263 01-023058 WHATABURGER 01-023058 WHATABURGER I-1002264 01 521-0571 FOOD FOR PRIS: PRISONER MEAL 135637 4.24 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 17.67 01-023058 WHATABURGER 1-1002266 1-1002267 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 12.72 01-023058 WHATABURGER 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 11.78 1-1002268 01-023058 WHATABURGER 01-023058 WHATABURGER 1-1002269 01 521-0571 FOOD FOR PRIS: PRIOSNER MEALS 135637 21.20 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 21.20 01-023058 WHATABURGER 1-1002270 I-1002272 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 29.68 D1-023058 WHATABURGER 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 21.20 01-023058 WHATABURGER 1-1002273 01-023058 WHATABURGER I-1002274 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 23.56 01-023058 WHATABURGER 1-1002275 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 16.96 FOOD FOR PRIS: PRISONER MEALS 01 521-0571 135637 8.48 01-023058 WHATABURGER I-1002278 01 521-0571 01-023058 WHATABURGER 1-1002279 FOOD FOR PRIS: PRISONER MEALS 135637 25.44 I-102257 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 11.78 01-023058 WHATABURGER D1-023058 WHATABURGER I-989509 01 521-0571 FOOD FOR PRIS: PRISONER MEALS 135637 8.48 12.72

01 521-0571

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FOOD FOR PRIS: PRISONER MEALS

FOOD FOR PRIS: PRISONER MEAL

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FOOD FOR PRIS: PRISONER MEALS

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135637

4.24

8.48

16.02

4.24

4.24

25.44

21.20

12.72

16.96

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 10

BANK: OPER

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; 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
1-023058 WI	WHATABURGER	1-989531	01	521-0571	FOOD FOR PRI	S: PRISONER MEALS	135637	21.20
						VENDOR 01-023058	TOTALS	424.25
					DEPARTMENT 521 F	POLICE DEPARTMENT	TOTAL:	31,606.12

PAGE: 11 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #		ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003680	TEXAS COMM ON FIRE PRO			522-0513	TRAINING EXPE:	CERTIFICATION APP		255.00
						VENDOR 01-003680	TOTALS	255.00
01-003905	CULLIGAN WATER OF THE	I-800481087	01	522-0411	BUILDING & ST:	50# SOLAR SALT DE	LIV 135654	41.71
						VENDOR 01-003905	TOTALS	41.71
01-004045	MIKE DE LEON	1-060716	01	522-0551	DUES & MEMBER:	REIMBURSE: FINGE	R P 135655	100,58
						VENDOR 01-004045	TOTALS	100,58
01-008287	HOYT ENTERPRISES, INC.	1-017778	01	522-0117	SAFETY SUPPLI:	QTRLY SERVICE WO	ORK 135664	502.50
						VENDOR 01-008287	TOTALS	502.50
01-008317	EMILIO HINOJOSA	1-060716	01	522-0551	DUES & MEMBER:	REIMBURSE FINGER	PRI 135665	100.58
						VENDOR 01-008317	TOTALS	100.58
01-018016	HOWELL RESCUE SYSTEMS	1-160933	01	522-0150	MINOR TOOLS &:	HYD TOOL EXT HOSE	135621	886.40
						VENDOR 01-018016	TOTALS	866.40
01-020057	TML MULTISTATE IEBP	1-60216	01	522-0081	GROUP INSURAN;	JUNE 2016 MEDICAL	PR 999999	10,360.00
						VENDOR 01-020057	TOTALS	10,360.00
)1-020100	T.M.R.S.	1-60816	01	522-0080	TMRS :	MAY 2016 CITY CO	NTR 999999	13,393.11
						VENDOR 01-020100	TOTALS	13,393.11
					DEPARTMENT 522 FIR	E DEPARTMENT	TOTAL:	25,639.88

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 12

BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #		ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
NAME OF THE PARTY	VICTOR BALDOVINOS	1-050316		532-0550		PER DIEM: NEHA CONF.	135648	240.00
01-002051	VICTOR BALDOVINOS	1-60716	01	532-0550	TRAVEL EXPENS:	PER DIEM: KEEP TEXAS	135649	240.00
						VENDOR 01-002051 TO	TALS	480.00
01-009002	MINERVA L. IBARRA	1-4141	01	532-0545	LOT HOWING :	MOWING AT 5904 HAVAN	135666	35.00
01-009002	MINERVA L. IBARRA	1-4142	01	532-0545	LOT MOWING :	MOWING AT 110 E. COR	135666	75.00
01-009002	MINERVA L. IBARRA	I-4143	01	532-0545	LOT MOWING :	MOWING # 129 E. SWOR	135666	35.00
						VENDOR 01-009002 TO	TALS	145.00
01-020057	TML MULTISTATE IEBP	I-60216	01	532-0081	GROUP INSURAIN:	JUNE 2016 MEDICAL PR	999999	2,439.34
						VENDOR 01-020057 TO	TALS	2,439.34
01-020100	T.M.R.S.	1-60816	01	532-0080	TMRS :	MAY 2016 CITY CONTR	999999	2,123,13
						VENDOR 01-020100 TO	TALS	2,123.13
01-020600	CIPRIANO TORRES	1-050316	01	532-0550	TRAVEL EXPENS:	PER DIEM NEHA CONF 6	135692	240.00
						VENDOR 01-020600 TO	TALS	240.00
			1		DEPARTMENT 532 HEA	LTH/CODE ENFORCEMENT	TOTAL:	5,427.47

REGULAR DEPARTMENT PAYMENT REPORT PAGE: 13 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

PAY DATE	KANGEI	5/28/2016	THRU 6/	ł
BUDGET TO	USE:	CB-CURRENT	BUDGET	

VENDOR	NAME	ITEM #	1.000	ACCOUNT	NAME	DESCRIPTION CHECK #	AMOUNT
	O'REILLY AUTOMOTIVE ST			540-0410		TIRE BALANCER 135676	5,390.99
						VENDOR 01-015012 TOTALS	5,390.99
01-018017	RONALD R. RAY	I-16026	01	540-0420-01	REPAIRS & MAI:	BATTERY SELECTOR SW. 135622	112.50
						VENDOR 01-018017 TOTALS	112.50
01-018031	ALFREDO RAMOS	1-75	01	540-0420-02	REPAIRS & MAI:	T-1 135623	544.55
01-018031	ALFREDO RAMOS	I-76-16	01	540-0420-02	REPAIRS & MAI:	T-1 135681	529.98
)1-018031	ALFREDO RAMOS	1-78-16	01	540-0420-02	REPAIRS & MAI:	CHECKED HYD. LEAK UN 135681	437.17
						VENDOR 01-018031 TOTALS	1,511.70
01-020057	TML MULTISTATE LEBP	I-60216	01	540-0081	GROUP INSURAN:	JUNE 2016 MEDICAL PR 999999	820.80
						VENDOR 01-020057 TOTALS	820.80
01-020100	T.M.R.S.	I-60816	01	540-0080	TMRS :	MAY 2016 CITY CONTR 999999	683.40
						VENDOR 01-020100 TOTALS	683.40
01-021226	US BANK VOYAGER FLEET	1-869326488622	01	540-0104-01	FUEL & LUBRIC:	FUEL PURCHASED 4/25 135696	3,733.94
1-021226	US BANK VOYAGER FLEET	1-869326488622	01	540-0104-02	FUEL & LUBRIC:	FUEL PURCHASED 4/25 135696	669.23
1-021226	US BANK VOYAGER FLEET	I-869326488622	01	540-0104-03	FUEL & LUBRIC:	FUEL PURCHASED 4/25 135696	1,456.87
11-021226	US BANK VOYAGER FLEET	1-869326488622	01	540-0104-04	FUEL & LUBRIC:	FUEL PURCHASED 4/25 135696	609.18
1-021226	US BANK VOYAGER FLEET	1-869326488622	01	540-0104-05	FUEL & LUBRIC:	FUEL PURCHASED 4/25 135696	783.71
						VENDOR 01-021226 TOTALS	7,252.93
				DEP	ARTMENT 540 FLE	ET MANAGEMENT TOTAL:	15,772.32

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 14 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009832	JOHNSON CONTROL INC.	I-1-34270302968	01	541-0410	MACHINERY & E:	INST.NEW 10-HP DR	IVE 135668	4,606.00
						VENDOR 01-009832	TOTALS	4,606.00
01-020057	TML MULTISTATE IEBP	1-60216	01	541-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	1,231.20
						VENDOR 01-020057	TOTALS	1,231,20
01-020100	T.M.R.S.	I-60816	01	541-0080	TMRS :	MAY 2016 CITY COM	VTR 999999	840.50
						VENDOR 01-020100	TOTALS	840.50
01-1	JIM CORBETT	1-61464	01	541-0410	MACHINERY & E:	JIM CORBETT: ANNUAL	L Т 135704	118.00
						VENDOR 01-1	TOTALS	118.00
					DEPARTMENT 541 BUI	LDING MAINTENANCE	TOTAL:	6,795.70

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013260	JAMES MITCHIM	1-041116	01	542-0550	TRAVEL EXPENS:	MEALS, LODGING, MIL	E 135673	1,222,33
						VENDOR 01-013260 T	POTALS	1,222.33
01-020057	TML MULTISTATE IEBP	1-60216	01	542-0081	GROUP INSURAN:	JUNE 2016 MEDICAL F	R 999999	1,231.20
						VENDOR 01-020057 T	OTALS	1,231.20
01-020100	T.M.R.S.	I-60816	01	542-0080	TMRS :	MAY 2016 CITY CONT	R 999999	1,383.26
						VENDOR 01-020100 7	OTALS	1,383.26
					DEPARTMENT 542 INS	PECTIONS DIVISION	TOTAL:	3,836.79

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 16 BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

VENDOR SET: 01 City of South Padre Islan

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION CHECK	AMOUNT
01-003704	CAMERON COUNTY	I-052516	01	543-0432	CAUSEWAY LIGH	: CAUSEWAY LTNG 4/18 - 135653	163.00
						VENDOR 01-003704 TOTALS	163.00
01-005514	JOSE RICARDO GUERRERO	1-4-28 2016-1	01	543-0412	LANDSCAPE	: INSTALL 5 PALMS ON G 135659	2,140.00
01-005514	JOSE RICARDO GUERRERO	1-4-28 2016-2	01	543-0412	LANDSCAPE	CAR ACCIDNT MAY1,201 135659	910.00
						VENDOR 01-005514 TOTALS	3,050.00
01-006095	RULESINDO CANO FLORES	1-232105	01	543-0412	LANDSCAPE :	PALM TREE TRIMMING P 135660	2,875.00
01-006095	RULESINDO CANO FLORES	1-890748	01	543-0412	LANDSCAPE	PALM TREE TRIMMING P 135610	2,300.00
						VENDOR 01-006095 TOTALS	5,175.00
01-016135	LUIS PAREDES, JR.	I-533199	01	543-0417	STORM SEWERS :	DRANAGE WORK 135619	500.00
01-016135	LUIS PAREDES, JR.	1-533200	01	543-0417	STORM SEWERS :	CLEANED STORM DRAIN 135619	125.00
						VENDOR 01-016135 TOTALS	625.00
01-020057	TML MULTISTATE IEBP	I-60216	01	543-0091	GROUP INSURAN:	: JUNE 2016 MEDICAL PR 999999	7,336.14
						VENDOR 01-020057 TOTALS	7,336.14
01-020100	T.M.R.S.	1-60816	01	543-0080	TMRS :	MAY 2016 CITY CONTR 999999	5,357.34
						VENDOR 01-020100 TOTALS	5,357.34
01-023081	WATSONS NURSERY	I-28477	01	543-0412	LANDSCAPE :	MISC. HIBISCUS FOR G 135700	412.00
01-023081	WATSONS NURSERY	1-28493	01	543-0412	LANDSCAPE :	MISC. HIBISCUS FOR G 135700	412.00
						VENDOR 01-023081 TOTALS	824.00
31-1	JIM CORBETT	I-61464	01	543-0412	LANDSCAPE :	JIM CORBETT: ANNUAL T 135704	236.00
						VENDOR 01-1 TOTALS	236.00
					DEPARTMENT 543 PUB	OLIC WORKS DEPARTMENT TOTAL:	22,766.48

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 17 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND + 01 GENERAL FUND

DEPARTMENT: 544 EMERGENCY MANAGEMENT

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

PAY DATE RANGE:

5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME		DESCRI	PTION	CHECK #	AMOUNT
01-1	VALLEY ARMATURE	6 ELEC 1-76199	01	544-0150	MINOR	TOOLS	s: VALLEY	ARMATURE	& EL 135643	1,615.99
							VENDOR	01-1	TOTALS	1,615.99
					DEPARTMENT	544	EMERGENCY	MANAGEMEN	r TOTAL:	1,615.99

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-100650	01	570-9030	LEGAL SERVICE:	PROF SERV. THROUG	н м 999999	275.00
						VENDOR 01-002106	TOTALS	275.00
01-003000	CAMERON APPRAISAL DIST	1-000000054400015	01	570-9015	C.C. APPRAISA:	2015-2016 QTRLY A	SSE 135650	20,580.75
						VENDOR 01-003000	TOTALS	20,580.75
01-003805	PAUL CUNNINGHAM, JR.,	1-2000274	01	570-9030	LEGAL SERVICE:	GEN LEGAL SERVICE	S M 999999	5,110.00
						VENDOR 01-003805	TOTALS	5,110.00
01-007115	GEXA ENERGY, LP	I-21208959-4	01	570-0580	ELECTRICITY :	ELECTRIC BILL DATE	ED 135612	16,897.02
						VENDOR 01-007115	TOTALS	16,897.02
01-013404	MOUNTAIN GLACIER, LLC	1-0300861521	01	570-0581	WATER, SEWER,:	BOTTLED WATER DEL	. P 135675	52.50
						VENDOR 01-013404	TOTALS	52.50
01-018154	REPUBLIC SERVICES #863	1-0863001161994	01	570-0581	WATER, SEWER,:	4501 PADRE BLVD B	ASI 135682	293.01
,						VENDOR 01-018154	TOTALS	293.01
01-021095	UNITED PARCEL SERVICE	I-000034965X216	01	570-0108	POSTAGE :	4 - WK SERVICE CH	ARG 135635	100.00
01-021095	UNITED PARCEL SERVICE	T-000034965X226-1	01	570-0108	POSTAGE :	MISC. SHIIPING &	SER 135695	38,18
						VENDOR 01-021095	TOTALS	138.18
01-023906	XEROX CORPORTATION	1-084611202	01	570-0510	RENTAL OF EOU:	COPIER FINANCE	135701	314.33
Victoria de la como	XEROX CORPORTATION	I-084796310	01	570-0510	RENTAL OF EQU:	PUBLIC WORKS	135701	855.66
01-023906	XEROX CORPORTATION	1-084796312	01	570-0510	RENTAL OF EQU:	COPIER FINANCE	135701	72.88
01-023906	XEROX CORPORTATION	I-084796313	01	570-0510	RENTAL OF EQU:	COPIER PD, ADM CI	135701	508.27
01-023906	XEROX CORPORTATION	I-084796317	01	570-0510	RENTAL OF EQU:	COPIER - ADMIN	135701	930.85
01-023906	XEROX CORPORTATION	1-084796318	01	570-0510	RENTAL OF EQU:	COPIER - ADMIN	135701	108.48
01-023906	XEROX CORPORTATION	I-084933139	01	570-0510	RENTAL OF EQU:	COPIER FINANCE	135701	31.71
						VENDOR 01-023906	TOTALS	2,822.18
					DEPARTMENT 570 GEN	PDII CDBUICCO	TOTAL:	46,169.64
					DEFARIMENT STU GEN	PLANT SPEATORS	TOTAL:	40,100.04

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 19 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-00405	O TERRACON CONSULTANTS,	1-7777294	01	572-9177	PARK IMPROVE	EM: TOMPKINS PARK-TES	STIN 135656	1,662.50
						VENDOR 01-004050	TOTALS	1,662.50
01-00825	3 HILLCO PARTNERS	1-29356	01	572-0530	PROFESSIONAL	L : PROF FEES JUNE 20	016, 999999	10,465,87
						VENDOR 01-008253	TOTALS	10,465.87
	~~~~				DEPARTMENT 572	SPECIAL PROJECTS	TOTAL:	12,128.37
					VENDOR SET 01 0	GENERAL FUND	TOTAL:	319,697.69

# REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 20 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-1	ALL PARTY RENTALS	1-8224	02	44055	SPONSORS	: ALL PARTY RENTA	LS:RE 135705	1,382.52
						VENDOR 01-1	TOTALS	1,382.52
					DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	1,382.52

# REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 21 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004089	DEPT OF INFO RESOURCES	I-16040597N-1	02	590-0501	COMMUNICATION:	TEX-AN NG CHARGES	AP 135657	19.35
						VENDOR 01-004089	TOTALS	19.35
01-007115	GEXA ENERGY, LP	I-21208959-4	02	590-0580	ELECTRICITY :	ELECTRIC BILL DATE	ED 135612	589.12
						VENDOR 01-007115	TOTALS	589.12
01-018154	REPUBLIC SERVICES #863	1-0863001163528	02	590-0581	WATER, SEWER 6:	600-B PADRE, JUNE	20 135682	94.92
						VENDOR 01-018154	TOTALS	94.92
01-019140	SHORETEL INC.	I-IN-0656358-1	02	590-0501	COMMUNICATION:	VOIP SERVICE JULY	20 135687	225.93
						VENDOR 01-019140	TOTALS	225.93
01-020057	TML MULTISTATE IEBP	I-60216	02	590-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	1,241.20
						VENDOR 01-020057	TOTALS	1,241.20
)1-020100	T.M.R.S.	1-60816	02	590-0080	TMRS :	MAY 2016 CITY CO	NTR 999999	991.86
						VENDOR 01-020100	TOTALS	991.86
01-020661	TOP CUT LAWN CARE & IR	I-57665	02	590-0412	LANDSCAPE :	VC LAWN SERVICE 20	015 135694	375.00
	TOP CUT LAWN CARE & IR		02	590-0412	LANDSCAPE :	VC LAWN SERVICE 2	015 135634	375.00
						VENDOR 01-020661	TOTALS	750.00
)1-021095	UNITED PARCEL SERVICE	1-0000648239216-1	02	590-0108	POSTAGE :	WEEKLY SERVICE CH	ARG 135635	25.00
						VENDOR 01-021095	TOTALS	25.00
)1-021102	UNIFIRST HOLDINGS, INC	I-8132524387	02	590-0415	SERVICE CONTR:	FLOOR MATS AND SCI	RAP 999999	43.10
						VENDOR 01-021102	TOTALS	43.10

# REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 22

VENDOR SET; 01 City of South Padre Islan 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: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021226	US BANK VOYAGER FLEE	T I-869326488622	02	590-0104	FUELS & L	UBRI: FUEL PURCHASED 4	/25 135696	37.64
						VENDOR 01-021226	TOTALS	37.64
					DEPARTMENT 590	VISITORS BUREAU	TOTAL:	4,018.12

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 23 BANK: OPER

1 02 HOTEL/MOTEL TAX FUND

VENDOR SET: 01 City of South Padre Islan DEPARTMENT: 592 SALES & ADMINISTRATION

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

5/28/2016 THRU 6/10/2016 PAY DATE RANGE:

BUDGET TO USE:

CB-CURRENT BUDGET

G/L ACCOUNT VENDOR NAME ITEM # DESCRIPTION CHECK # AMOUNT 01-001129 A & W OFFICE SUPPLY IN 1-583673-0 02 592-0401 FURNITURE & F: ROUND CONF TABLE, DU 135602 242.24 01-001129 A & W OFFICE SUPPLY IN I-583674-0 02 592-0401 FURNITURE & F: 4-ARMLESS GUEST CHAI 135602 379.70 VENDOR 01-001129 TOTALS 621.94 01-001183 KEITH E. ARNOLD 02 592-0550 I-22916 TRAVEL EXPENS: PER DIEM : COLORADO 999999 145.00 VENDOR 01-001183 TOTALS 145.00 01-003805 PAUL CUNNINGHAM, JR., I-2000274 02 592-0530 PROFESSIONAL : GEN LEGAL SERVICES M 999999 93.33 VENDOR 01-003805 TOTALS 93.33 31-004089 DEPT OF INFO RESOURCES I-16040597N-1 02 592-0501 COMMUNICATION: TEX-AN NG CHARGES AP 135657 6.08 VENDOR 01-004089 TOTALS 6.08 31-006170 MICHAEL FLORES C-060216 02 592-0550 TRAVEL EXPENS: ADJUSTMENT MADE TO P 999999 37.00-01-006170 MICHAEL FLORES 1-060216 02 592-0550 TRAVEL EXPENS: PER DIEM: VAIL CO. T 999999 256.00 VENDOR 01-006170 TOTALS 219.00 01-009918 INTERNET DESTINATION S I-520495 02 592-0415 SERVICE CONTR: JULY 2016 IDSS SUBSC 135669 600.00 VENDOR 01-009918 TOTALS 600.00 01-012152 JUDITH M. LEHN T-53116 02 592-0550 TRAVEL EXPENS: PER DIEM AUSTIN TRIP 999999 240.00 VENDOR 01-012152 TOTALS 240.00 02 592-0102 01-016125 PARROT EYES INC. 1-60716 LOCAL MEETING: BAL. DUE FOR TCMA FI 135645 122.13 VENDOR 01-016125 TOTALS 122.13 02 592-0530 )1-019136 SIMPLEVIEW, LLC I-67417 PROFESSIONAL : NEW CRM PROGRAM 135685 11,000.00 )1-019136 SIMPLEVIEW, LLC 1-68300 02 592-0415 SERVICE CONTR: SHARED HOSTING JUNE 135685 189.00 VENDOR 01-019136 TOTALS 11,189.00

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019140	SHORETEL INC.	I-IN-0656358-1	02	592-0501	COMMUNICATION:	VOIP SERVICE JULY	20 135687	164.73
						VENDOR 01-019140	TOTALS	184.73
01-020057	TML MULTISTATE IEBP	1-60216	02	592-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	3,898.80
						VENDOR 01-020057	TOTALS	3,898.80
01-020100	T.M.R.S.	1-60816	02	592-0080	TMRS :	MAY 2016 CITY CON	TR 999999	4,499.04
						VENDOR 01-020100	TOTALS	4,499.04
01-020104	SCOTT MCGEHEE	I-28	02	592-0108	POSTAGE :	MAY 2016 VISITOR I	NF 135690	739.53
01-020104	SCOTT MCGEHEE	1-29-16	02	592-0108	POSTAGE :	SECOND TOUCH PROGR	AM 135690	122.24
						VENDOR 01-020104	TOTALS	861.77
01-020602	TOUCAN GRAPHICS	1-20055	02	592-0538	CONVENTION SE:	500 ADH. BACK VIN	YL 135633	173.75
01-020602	TOUCAN GRAPHICS	I-20172	02	592-0538	CONVENTION SE:	TCMA 2016 EVENT	135633	2,846.37
01-020602	TOUCAN GRAPHICS	1-20186	02	592-0538	CONVENTION SE:	15' X 3' MESH BANK	ER 135693	295.00
						VENDOR 01-020602	TOTALS	3,315.12
01-021095	UNITED PARCEL SERVICE	1-0000648239226-1	02	592-0108	POSTAGE :	MISC. SHIPPING AND	s 135695	44.57
						VENDOR 01-021095	TOTALS	44.57
01-021226	US BANK VOYAGER FLEET	1-869326488622	02	592-0104	FUELS & LUBRI:	FUEL PURCHASED 4/2	5 135696	165.39
						VENDOR 01-021226	TOTALS	165.39
01-022087	JESUS ROBERTO VENTO	I-43361	02	592-0230	STOCK - PROMO:	30 OZ YETI W/ENGRA	VI 135697	4,500.00
						VENDOR 01-022087	TOTALS	4,500.00
01-022158	VALLEY INTERNATIONAL A	I-SPI#76-16	02	592-0534	AIRPORT SHUTT:	SPI/VIA AIRPORT SH	UT 999999	8,415.66
						VENDOR 01-022159	TOTALS	8,415.66

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 25

VENDOR SET: 01 City of South Padre Islan

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

BUDGET TO USE: CB-CURRENT BUDGET

 VENDOR
 NAME
 ITEM #
 G/L ACCOUNT
 NAME
 DESCRIPTION
 CHECK #
 AMOUNT

 01-023906
 XEROX CORPORTATION
 I-084796316
 02 592-0415
 SERVICE CONTR: LEASE W7970 PRINTER 135641
 1,014.40

 VENDOR 01-023906 TOTALS
 1,014.40

DEPARTMENT 592 SALES & ADMINISTRATION TOTAL: 40,

40,135.96

BANK: OPER

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 26 BANK: OPER

VENDOR SET: 01 City of South Padre Islan FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009640	JAILBREAK RACING EVENT	I-1137	02	593-8099	MISC. SPONSOR:	RUN THE JAIL BREAK	M 135614	3,750.00
						VENDOR 01-009640	TOTALS	3,750.00
01-018287	RUN IN TEXAS	I-SPI051616	02	593-8099	MISC. SPONSOR:	2016 SAND CRAB RUN	135683	1,000.00
						VENDOR 01-018287	TOTALS	1,000.00
01-020057	TML MULTISTATE IEBP	I-60216	02	593-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	205.20
						VENDOR 01-020057	TOTALS	205.20
01-020064	T.I.F.T.	I-1433-1	02	593-8099	MISC. SPONSOR:	SPONSORSHIP BALANCE	135632	3,750.00
						VENDOR 01-020064	POTALS	3,750.00
01-020100	T.M.R.S.	1-60816	02	593-0080	TMRS :	MAY 2016 CITY CON	rR 999999	237,89
						VENDOR 01-020100	POTALS	237.89
01-020602	TOUCAN GRAPHICS	1-20144	02	593-0101	OFFICE SUPPLI:	1000 BUS CARDS, KE	T 135693	78.00
						VENDOR 01-020602	TOTALS	78,00

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 27 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001233	ANDREW YATES PHOTOGRAP	1-1217	02	594-0530	PROFESSIONAL	DRONE SERVICE FOR	PH 135647	4,000.00
						VENDOR 01-001233	TOTALS	4,000.00
01-001344	THE ATKINS GROUP	I-INV-9221	02	594-0537	PRODUCTION/CO:	PRODUCTION OF CAM	PAI 999999	41,000.00
01-001344	THE ATKINS GROUP	I-INV-9222	02	594-0537	PRODUCTION/CO:	CREATIVE	999999	7,000.00
						VENDOR 01-001344	TOTALS	48,000.00
01-016675	PROFESSIONAL SPECIALTY	1-6043191	02	594-0531	MEDIA PLACEME:	FULL PG COLOR AD	135679	28,500.00
						VENDOR 01-016675	TOTALS	28,500.00
					DEPARTMENT 594 MAR	RKETING	TOTAL:	80,500.00
					VENDOR SET 02 HOT	TEL/MOTEL TAX FUND	TOTAL:	135,057.69

REGULAR DEPARTMENT PAYMENT REPORT PAGE: 28 BANKT OPER

VENDOR SET: 01 City of South Padre Islan

FUND 1 06 CONVENTION CENTER FUND DEPARTMENT: 565 CONVENTION CENTER OPER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION CHECK #	AMOUNT
01-003150	CAMERON COUNTY PARKS-	1-060106	06	565-0560	CAMERON COUNT:	LEASE PAYMENT FOR MA 135605	60.43
						VENDOR 01-003150 TOTALS	60.43
01-003418	RHM CHEMICAL INC.	I-2565	06	565-0415	SERVICE CONTR:	COOLING TWR SERV. JU 135606	135.00
						VENDOR 01-003418 TOTALS	135.00
01-003419	DONNELLY HOLDINGS, LTD	I-149185	06	565-0114	MEDICAL :	ALCOHOL SWABS, MISC. 135652	63.47
						VENDOR 01-003419 TOTALS	63.47
01-004442	ROBERTO ESTRADA	1-3608	06	565-1001	BUILDINGS & S:	CONVENTION NETWORK W 135658	900.00
						VENDOR 01-004442 TOTALS	900.00
01-005512	EXPRESS SERVICES, INC.	I-17327859-9	06	565-0530	PROFESSIONAL :	TEMP LABOR CVB 5/15/ 135608	402.56
						VENDOR 01-005512 TOTALS	402.56
01-006162	JUAN FLORES	1-0000415	06	565-0412	LANDSCAPE MAI:	CVB LANDSCAPE 999999	1,350.00
01-006162	JUAN FLORES	1-0000416	06	565-1001	BUILDINGS & S:	UPDATED LANDSCAPE 999999	1,000.00
						VENDOR 01-006162 TOTALS	2,350.00
01-007115	GEXA ENERGY, LP	1-21208959-4	06	565-0580	ELECTRICITY :	ELECTRIC BILL DATED 135612	21,013.80
						VENDOR 01-007115 TOTALS	21,013.80
01-007600	GULF COAST PAPER CO. I	I-1147269	06	565-0160	LAUNDRY & JAN:	1 CS 18" STRIPWASH S 135662	123.00
01-007600	GULF COAST PAPER CO. I	1-1147804	06	565-0160	LAUNDRY & JAN:	ROLL TWLS, TISSUE, CN 135662	363.41
						VENDOR 01-007600 TOTALS	486.41
01-009689	JILL A. MCCLURE	1-52516	06	565-1001	BUILDINGS & S:	SOLAR BLINDS IN MEET 135667	3,903.49
						VENDOR 01-009689 TOTALS	3,903.49

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 29 BANKT OPER

VENDOR SET: 01 City of South Padre Islan FUND : 06 CONVENTION CENTER FUND DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01 013050	WING THE THE	* 0002000	06		DUTINIUS - C			10.001.10
lear learning	MITY-LITE, INC	1-00022998	100	565-1001	BUILDINGS & S:		135674	12,074.40
	MITY-LITE, INC	1-00024128		565-1001		NEW BANQUET CHAIRS	135674	47,390.40
	MITY-LITE, INC	1-00024441	1000000	565-1001		NEW BANQUET CHAIRS	135674	5,265.60
01-013269	MITY-LITE, INC	I-00025428	06	565-1001	BUILDINGS & S:	OVAL TABLES	135674	16,602.30
						VENDOR 01-013269 TO	OTALS	81,332.70
01-013404	MOUNTAIN GLACIER, LLC	1-0300859567	06	565-0103	CONSUMABLES :	BOTTLED WATER DEL.	135617	46.75
						VENDOR 01-013404 TO	OTALS	46.75
01-015027	ORKIN EXTERMINATING CO	I-108506099	06	565-0415	SERVICE CONT'R:	PEST CONTROL CC	135618	457.00
						VENDOR 01-015027 TO	TALS	457.00
01-018114	RICHARD LERMA	1-263	06	565-0411	BUILDING & ST:	WORK ON ELEC JUNCTIC	135624	775.00
						VENDOR 01-018114 TO	OTALS	775.00
01-018154	REPUBLIC SERVICES #863	1-0863001163564	06	565-0581	WATER, SEWER :	7355 PADRE BLVD- JUN	135682	695.08
						VENDOR 01-018154 TO	OTALS	695.08
01-019140	SHORETEL INC.	I-IN-0656358-1	06	565-0501	COMMUNICATION:	VOIP SERVICE JULY 20	135687	525.78
						VENDOR 01-019140 TO	TALS	525.78
01-019520	AT6T	1-51816	06	565-0501	COMMUNICATION:	LONG DISTANCE SERVICE	135629	42.70
						VENDOR 01-019520 TO	TALS	42.70
31-020057	TML MULTISTATE IEBP	I-60216	06	565-0081	GROUP INSURAN:	JUNE 2016 MEDICAL PR	999999	4,249.64
						VENDOR 01-020057 TO	TALS	4,249.64
31-020100	T.M.R.S.	1-60816	06	565-0080	TMRS :	MAY 2016 CITY CONTR	999999	3,447.31
						VENDOR G1-020100 TO	TALS	3,447.31

# REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 30 BANK OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

BUDGET TO USE: CB-CURRENT BUDGET

	AME	30000000		ITEM #		ACCOUNT	NAME		CK # AMOUNT
		ER CABLE		1-52816		565-0415		WIFI, CVB JUNE 6-JUL 135	
								VENDOR 01-020185 TOTALS	1,981.64
102 UN	VIFIRST	HOLDINGS,	INC	I-8411989290	06	565-0130	WEARING APPAR:	UNIFORMS, MATS, ETC. 999	999 62.48
102 UN	IFIRST	HOLDINGS,	INC	1-8411989290	06	565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, ETC. 999	999 76.49
102 UN	IFIRST	HOLDINGS,	INC	1-8411990196	06	565-0130	WEARING APPAR:	UNIFORMS, MOPS, MATS 999	999 62.48
102 UN	FIRST	HOLDINGS,	INC	I-8411990196	06	565-0160	LAUNDRY & JAN:	UNIFORMS, MOPS, MATS 999	999 76.49
102 UN	IFIRST	HOLDINGS,	INC	I-8411990426	06	565-0510	RENTAL OF EQU:	MISC. TABLECOVERS RE 999	999 73.44
102 UN	VIFIRST	HOLDINGS,	INC	1-8411990614	06	565-0510	RENTAL OF EQU:	MISC.TABLECOVERS, TC 999	999 251.64
								VENDOR 01-021102 TOTALS	603.02
135 UR	ITEK IC	R SOUTH T	EXAS	1-417100	06	565-1001	BUILDINGS & S:	LEVELING OF SIDEWALK 135	636 40,000.00
								VENDOR 01-021135 TOTALS	40,000.00
226 US	BANK V	OYAGER FLI	Taa	1-869326488622	06	565-0104	FUELS & LUBRI:	FUEL PURCHASED 4/25 135	696 46.41
								VENDOR 01-021226 TOTALS	46.41
ON	LY BLIN	DS		1-257517	06	565-0411	BUILDING & ST:	ONLY BLINDS: REPAIR 135	70.00
								VENDOR 01-1 TOTALS	70.00
							DEPARTMENT 565 CONT	VENTION CENTER OPER TOTAL	AL: 163,588.19

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 163,588.19

# REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 31 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 21 MUN. COURT TECHNOLOGY

DEPARTMENT: 520 MUN COURT TECHNOLOGY

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME		ITEM #	G/L	ACCOUNT	NAME			DESCRIPTION	CHECK #	AMOUNT
21-00911	7 TYLER TE	CHNOLOGIES INC	: 1-025-157487	21	520-0415	SERVI	CE CON	YTR:	MONTHLY FEE. JUN	E 20 135613	175.00
								10	VENDOR 01-009117	TOTALS	175.00
01-02390	6 XEROX CO	RPORTATION	I-084796314	21	520-0510	RENTA	L OF E	egij: (	COPIER AT MUN CR	135701	341.98
									VENDOR 01-023906	TOTALS	341.98
						DEPARTMENT	520	MUN (	COURT TECHNOLOGY	TOTAL:	516.98
						VENDOR SET	21	MUN.	COURT TECHNOLOG	Y TOTAL:	516.98

# REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 32 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: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION CHECK #	AMOUNT
01-001129	A 6 W OFFICE SUPPLY IN	I-583619-1	30	591-0101	OFFICE SUPPLI:	1 DZ RED GEL PENS 135602	15.04
						VENDOR 01-001129 TOTALS	15.04
01-003103	CARQUEST AUTO PARTS	1-7915-170771	30	591-0420	MOTOR VEHICLE:	1- AC/DC 4.5 SML ANG 135604	77.27
01-003103	CARQUEST AUTO PARTS	1-7915-170772	30	591-0420	MOTOR VEHICLE:	120 QT 5W20 MTR. OIL 135604	239.88
01-003103	CARQUEST AUTO PARTS	1-7915-171327	30	591-0420	MOTOR VEHICLE:	9 - 15W40 OIL FOR BU 135651	161.24
01-003103	CARQUEST AUTO PARTS	1-7915-171332	30	591-0150	MINOR TOOLS 6:	OIL FILTER WRENCH 135651	8.22
						VENDOR 01-003103 TOTALS	486.61
01-007115	GEXA ENERGY, LP	1-21208959-4	30	591-0580	ELECTRICITY :	ELECTRIC BILL DATED 135612	493.47
01-007115	GEXA ENERGY, LP	1-21208961-4	30	591-0580	ELECTRICITY :	3401 PADRE & 321 PAD 135661	665.39
						VENDOR 01-007115 TOTALS	1,158.86
01-012091	CINTAS UNIFORM	1-538667296	30	591-0130	WEARING APPAR:	UNIFORMS TRANSIT DRI 135616	160.71
01-012091	CINTAS UNIFORM	1-538668794	30	591-0130	WEARING APPAR:	UNIFORMS FOR TRANIST 135672	160.71
						VENDOR 01-012091 TOTALS	321.42
01-013404	MOUNTAIN GLACIER, LLC	1-0300861506	30	591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. W 135675	22.50
01-013404	MOUNTAIN GLACIER, LLC	1-0300861523	30	591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. T 135675	17.25
						VENDOR 01-013404 TOTALS	39.75
01-016186	LUIS ISRAEL PEREZ	I-2080	30	591-0420	MOTOR VEHICLE:	8 UNITS WASHED, 31,3 135620	280.00
01-016186	LUIS ISRAEL PEREZ	1-2081	30	591-0420	MOTOR VEHICLE:	7 UNITS WASHED, 32,3 135677	245.00
						VENDOR 01-016186 TOTALS	525,00
01-018154	REPUBLIC SERVICES #863	1-0863001161994	30	591-0581	WTR/SWR/GARBA:	4501 PADRE BLVD BASI 135682	32.56
						VENDOR 01-018154 TOTALS	32,56
01-019140	SHORETEL INC.	I-IN-0656358-1	30	591-0501	COMMUNICATION:	VOIP SERVICE JULY 20 135687	205.13
						VENDOR 01-019140 TOTALS	205.13

REGULAR DEPARTMENT PAYMENT REPORT PAGE: 33 BANKE OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR SET: 01 City of South Padre Islan

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019192	SHERWIN WILLIAMS CO.	1-1748-4	30	591-0411	BUILDING & ST:	PAINT FOR BREAKRM	AN 135625	81.80
						VENDOR 01-019192	TOTALS	81.80
01-020057	TML MULTISTATE IEBP	1-60216	30	591-0081	GROUP INSURAN:	JUNE 2016 MEDICAL	PR 999999	5,837.68
						VENDOR 01-020057	TOTALS	5,837.68
01-020100	T.M.R.S.	1-60816	30	591-0080	TMRS :	MAY 2016 CITY CO	NTR 999999	5,358.40
						VENDOR 01-020100	TOTALS	5,358.40
01-021226	US BANK VOYAGER FLEET	1-869326488622	30	591-0104	FUELS & LUBRI:	FUEL PURCHASED 4/2	25 135696	8,768.24
						VENDOR 01-021226	TOTALS	8,768.24
01-023168	WRIGHT NATIONAL FLOOD	1-52416	30	591-0520	INSURANCE :	FLOOD INS. 104 WES	ST 135640	4,631.00
						VENDOR 01-023168	TOTALS	4,631.00
					DEPARTMENT 591 SPI	METRO	TOTAL:	27,461.49

# REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 34

BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

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

PAY DATE RANGE:

5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	ALC: N	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
	CARQUEST AUTO PARTS	I-7915-170770		595-0420		: 4- SP GAS MAG.TRK		161.96
						VENDOR 01-003103	TOTALS	161.96
01-012091	CINTAS UNIFORM	1-538667296	30	595-0130	WEARING APPAR	: UNIFORMS TRANSIT	DRI 135616	34.65
01-012091	CINTAS UNIFORM	1-538668794	30	595-0130	WEARING APPAR	: UNIFORMS FOR TRAN	IST 135672	34.65
						VENDOR 01-012091	TOTALS	69.30
01-016186	LUIS ISRAEL PEREZ	1-2079	30	595-0420	MOTOR VEHICLE	: 2-UNITS WASHED, #	406 135620	70.00
1-016186	LUIS ISRAEL PEREZ	1-2082	30	595-0420	MOTOR VEHICLE	: WASHED UNITS # 40	6 & 135677	70.00
						VENDOR 01-016186	TOTALS	140.00
1-020057	TML MULTISTATE IEBP	I-60216	30	595-0081	GROUP INSURAN	: JUNE 2016 MEDICAL	PR 999999	2,882.80
						VENDOR 01-020057	TOTALS	2,882,80
1-020100	T.M.R.S.	1-60816	30	595-0080	TMRS	: MAY 2016 CITY CON	NTR 999999	2,028.87
						VENDOR 01-020100	TOTALS	2,028.87
1-021226	US BANK VOYAGER FLEET	1-869326488622	30	595-0104	FUELS & LUBRI	: FUEL PURCHASED 4/2	25 135696	4,026.16
						VENDOR 01-021226	TOTALS	4,026.16
					DEPARTMENT 595 MIS	TRO CONNECT	TOTAL:	9,309.09
					VENDOR SET 30 TR	ANSPORTATION	TOTAL:	36,770.58

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 35 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 41 PADRE BLVD IMPROVEMENT

DEPARTMENT: 562 PUBLIC WORKS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR

BUDGET TO USE: CB-CURRENT BUDGET

NAME G/L ACCOUNT NAME 41 562-9477 01-020096 TEXAS DEPT. OF TRANSPO I-060316

ITEM #

DESCRIPTION CHECK #

VENDOR 01-020096 TOTALS

LOCAL MATCH- : CSJ#1330-04-067, 092 135689 34,144.00

THUOMA

34,144.00

DEPARTMENT 562 PUBLIC WORKS

TOTAL: 34,144.00

VENDOR SET 41 PADRE BLVD IMPROVEMENT TOTAL: 34,144.00

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 36 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 POLICE

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	1-60216	60	521-0081	GROUP INSUF	RAN: JUNE 2016 MEDICAL	PR 999999	102.60
						VENDOR 01-020057	TOTALS	102.60
01-020100	T.M.R.S.	I-60816	60	521-0080	TMRS	: MAY 2016 CITY CON	TR 999999	272.19
						VENDOR 01-020100	TOTALS	272.19
					DEPARTMENT 521	POLICE	TOTAL:	374.79

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 37

BANK: OPER VENDOR SET: 01 City of South Padre Islan

FUND : 60 BEACK MAINTENANCE FUND DEPARTMENT: 522 BEACH PATROL / PT TIME

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION CHE	CK # AMOUNT
01-001425	MARCOS I, MARTINEZ	1-1506936	60	522-1007	VEHICLES :	FD-BEACH PATROL TRUC 135	16,064.50
						VENDOR 01-001425 TOTALS	16,064.50
01-021226	US BANK VOYAGER FLEET	I-869326488622	60	522-0104	FUEL & LUBRIC:	FUEL PURCHASED 4/25 135	373.36
						VENDOR 01-021226 TOTALS	373.36
					DEPARTMENT 522 BEA	CH PATROL / PT TIME TOTA	AL: 16,437.86

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 38 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

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

PAY DATE RANGE:

5/28/2016 THRU 6/10/2016

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003444	CITIBANK	C-463632	60	532-0150	MINOR TOOLS 6:	CREDIT DUE TO INSUFF	000000	119.95
AT ANIMAL	CITIBANK	D-463632	60	532-0150	MINOR TOOLS 4:	ADJ DUE TO CREDIT TA	000000	119.95
						VENDOR 01-003444 TO	TALS	0.00
01-011014	KARINA'S DESIGN	1-0049	60	532-0130	WEARING APPAR:	61- ASST SIZE LIMEGR	135615	494.00
01-011014	KARINA'S DESIGN	1-0053	60	532-0130	WEARING APPAR:	4- CAPS FOR LITTER P	135670	60.00
01-011014	KARINA'S DESIGN	1-0060	60	532-0130	WEARING APPAR:	12- LIME GREEN POLO	135615	168.00
01-011014	KARINA'S DESIGN	1-0061	60	532-9186	KEEP SPI BEAU:	MISC. SHIRTS KEEP SP	135615	280.00
						VENDOR 01-011014 TO	TALS	1,002,00
01-020057	TML MULTISTATE IEBP	1-60216	60	532-0081	GROUP INSURAN:	JUNE 2016 MEDICAL PR	999999	63.06
						VENDOR 01-020057 TO	TALS	63.06
01-020100	T.M.R.S.	1-60816	60	532-0080	TMRS :	MAY 2016 CITY CONTR	999999	110.73
						VENDOR 01-020100 TO	TALS	110.73
					DEPARTMENT 532 ENV	IRONMENTAL HEALTH	TOTAL:	1,175.79

#### REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 39 BANK: OPER

VENDOR SET 60 BEACH MAINTENANCE FUND TOTAL: 27,379,12

VENDOR SET: 01 City of South Padre Islan FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #		ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003805	PAUL CUNNINGHAM, JR.,			560-0530		GEN LEGAL SERVICES M		93.33
						VENDOR 01-003605 TO	TALS	93.33
01-017000	QUILL CORPORATION	I-6018933	60	560-0401	FURNITURE & F:	DESK & HUTCH COASTA	135680	421.98
01-017000	QUILL CORPORATION	I-6221945	60	560-0101	OFFICE SUPPLI:	1 DE RED ROLLERBALL	135680	7.99
01-017000	QUILL CORPORATION	1-6223790	60	560-0101	OFFICE SUPPLI:	1- CSHR JOURNAL PCKT	135680	10.49
01-017000	QUILL CORPORATION	I-6224494	60	560-0150	MINOR TOOLS &:	MISC. OFFICE AND MIN	135680	99.99
01-017000	QUILL CORPORATION	I-6224494	60	560-0101	OFFICE SUPPLI:	MISC. OFFICE AND MIN	135680	89.87
01-017000	QUILL CORPORATION	1-6262712	60	560-0150	MINOR TOOLS 6:	1- WIRE SHELVING STA	135680	229.99
01-017000	QUILL CORPORATION	1-6264284	60	560-0101	OFFICE SUPPLI:	2- 4PK MED. BLK PEN	135680	21.58
01-017000	QUILL CORPORATION	1-6270589	60	560-0101	OFFICE SUPPLI:	1- OSCILLATING TOWER	135680	34.98
						VENDOR 01-017000 TO	TALS	916.87
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00195545	60	560-0150	MINOR TOOLS 4:	GIS WORKSTATION	135626	2,334.08
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00195695	60	560-0150	MINOR TOOLS 6:	GIS WORKSTATION	135626	226.66
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00196296	60	560-0150	MINOR TOOLS 4:	GIS WORKSTATION	135688	192.96
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00196471	60	560-0150	MINOR TOOLS 4:	GIS WORKSTATION	135688	31.82
						VENDOR 01-019198 TO	TALS	2,785.52
01-020057	TML MULTISTATE IEBP	1-60216	60	560-0081	GROUP INSURAN:	JUNE 2016 MEDICAL PR	999999	2,729.16
						VENDOR 01-020057 TO	TALS	2,729.16
01-020100	T.M.R.S.	I-60816	60	560-0080	TMRS :	MAY 2016 CITY CONTR	999999	1,991.61
						VENDOR 01-020100 TO	TALS	1,991.61
1-020602	TOUCAN GRAPHICS	1-20166	60	560-0102	LOCAL MEETING:	3- CUSTOM ENGRAVED N	135633	35.97
						VENDOR 01-020602 TO	PALS	35.97
1-021226	US BANK VOYAGER FLEET	1-869326488622	60	560-0104	FUEL & LUBRIC:	FUEL PURCHASED 4/25	135696	838.22
						VENDOR 01-021226 TO	TALS	838.22
					DEPARTMENT 560 BEAG	CH MAINTENANCE	TOTAL:	9,390.68

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 40 BANKI OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 560 SHORELINE

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	1-60216	62	560-0081	GROUP INS	URAN: JUNE 2016 MEDICAL	L PR 999999	410.40
						VENDOR 01-020057	TOTALS	410.40
01-020100	T.M.R.S.	1-60816	62	560-0080	TMRS	: MAY 2016 CITY CO	ONTR 999999	28,42
						VENDOR 01-020100	TOTALS	28.42
					DEPARTMENT 560	SHORELINE	TOTAL:	438.82
					VENDOR SET 62	BAY ACCESS FUND	TOTAL:	438.82

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 41 BANK: OPER

VENDOR SET: 01 City of South Padre Islan

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR 1	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100 1	T.M.R.S.	I-682016	80	2470	T.M.R.S.	: EDC: MAY CONTRIBU	TIO 999999	317.70
						VENDOR 01-020100	TOTALS	317.70
					DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	317.70

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 42 BANK: OPER

TOTAL: 3,412.53

VENDOR SET: 01 City of South Padre Islan

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999 PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

BUDGET TO USE: CB-CURRENT BUDGET

NAME CHECK # G/L ACCOUNT VENDOR NAME ITEM # DESCRIPTION AMOUNT 01-003805 PAUL CUNNINGHAM, JR., I-2000274 80 580-0530 PROFESSIONAL : GEN LEGAL SERVICES M 999999 268.34 VENDOR 01-003805 TOTALS 268.34 01-008253 HILLCO PARTNERS I-29356 80 580-0534-002 LOBBYIST : PROF FEES JUNE 2016, 999999 2,083.33 VENDOR 01-008253 TOTALS 2,083.33 01-012097 DARLA LAPEYRE I-060216 80 580-0108 POSTAGE ; EDC:MISC. REIMBURSEM 999999 26.01 LOCAL METTING: EDC:MISC. REIMBURSEM 999999 01-012097 DARLA LAPEYRE 1-060216 80 580-0102 29.25 VENDOR 01-012097 TOTALS 55.26 01-016600 PT ISABEL/SO PADRE PRE I-60216 80 580-0107 BOOKS & PUBLI: EDC: 1 YR. SUBSCRIPT 135678 22.00 VENDOR 01-016600 TOTALS 22.00 01-020057 TML MULTISTATE IEBP 1-60216 80 580-0081 GROUP INSURAN: JUNE 2016 MEDICAL PR 999999 410.40 VENDOR 01-020057 TOTALS 410.40 80 580-0080 01-020100 T.M.R.S. I-682016 TMRS : EDC: MAY CONTRIBUTIO 999999 573.20 VENDOR 01-020100 TOTALS 573.20

DEPARTMENT 580 EDC

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 43

REPORT GRAND TOTAL: 724,911.72

BANK: OPER

VENDOR SET: 01 City of South Padre Islan
FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 5/28/2016 THRU 6/10/2016

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-00711	5 GEXA ENERGY, LP	I-21208959-4	80	581-0580	ELECTRICITY	Y : ELECTRIC BILL DAT	ED 135612	1,675.42
						VENDOR 01-007115	TOTALS	1,675.42
01-01913	8 SHEPARD, WALTON , KING	I-52416	90	581-0520	INSURANCE	: EDC: FLOOD INSURA	NCE 135686	1,913.00
						VENDOR 01-019138	TOTALS	1,913.00
		*****			DEPARTMENT 581	BIRDING CENTER	TOTAL:	3,588.42
					VENDOR SET 80	ECONOMIC DEVELOPMENT	CORPTOTAL:	7,318.65

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

MEETING DATE:	June 15, 2016		
NAME & TITLE:	Armando Gutierrez, Jr.	., P.E. Public Works Di	rector
DEPARTMENT:	Public Works		
ITEM			
serving counter, an	ADA approved concre	ete ramp for the back	ruction of an ADA approved door; and approve budge for security cameras for the
ITEM BACKGROUND			
counter and an ADA missing and required	approved concrete ram by the TDLR inspection	p for the back door. The of the building which	of an ADA approved serving nese items were identified a was performed last month. rder and a door bell for the
BUDGET/FINANCIAL	SUMMARY		
cameras and door bel			r, back door ramp, security
COMPREHENSIVE PL	LAN GOAL		
LEGAL REVIEW			
Sent to Legal: Approved by Legal:	YES:	NO: NO:	
RECOMMENDATION	S/COMMENTS		

# SRC Services, Inc. PO Box 3079

# South Padre Island, TX 78597

Ph: 956-433-5492 Fax: 956-433-5578

STATE OF THE PERSON OF THE PERSON OF	PROPOSAL
Name: Old City Hall	Date: 6/2/16
Address: SPI	PO#
Project Name: Additional Items required b	y TDLR State inspector

Scope of work is as follows:

This proposal will be to complete a wall from the floor to deck with double doors.

Servicing counter at kitchen pass through window

\$480.00

This is required by TDLR inspector to sign off on his inspection.

It is not shown on the construction drawings.

Counter will be laminated to match countertops in Kitchen.

Install a ramp at the existing concrete pad at the door West side.

\$475.00

This is required by TDLR inspector to sign off on his inspection.

It is not shown on the constrcution drawings.

Subtotal:

\$955.00

OH&P:

\$95.50

Total:

\$1,050.50

Exclusions:

Security

Work will be done under original permit.

Anything not specifically noted above.

Thank you

Authorization To Proceed:

Date:

Jason Shanks SRC Services, Inc.

Cell# 507-269-1513

Email: jason@srcservicesinc.net



# Construction Contract Change Order Request Form

Architect:

Listi Architects PO Box 2220

South Padre Island, TX 78597

Phone No.:956-345-9960

Project No.:

Project Description:

Old City Hall Renovations

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

Change Order No.: 7

Date: 5/24/2016

Reason for Request:

Placement of an ADA approved serving counter and construction of a concrete ramp by the back door.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Serving counter		\$480
2	Concrete ramp		\$475

Change in Contract Price	Change in Contract Time (Calendar Days)			
Original Contract Price: \$283,053.00	Original Contract Time:	260	days	
Previous Change Order(s):	Net Change From Previous	74	days	
No. 1 to No. 6 \$23,621.27  Contract Price Prior to	Change Orders:  Contract Time Prior to	74	days	
this Change Order: \$306,674.27	this Change Order:	334	days	
Net Increase/Decrease of	Net Increase/Decrease of			
this Change Order: \$1050.50	this Change Order:	20	days	
Contract Price With all	Contract Time With all			
Approved Change Orders: \$307,724.77	Change Orders:	354	days	
Cumulative Percent Change in Contract Price (+/-): 8.7 %	Current Construction Contract E (mm/dd/yy) 5/29/			
Construction Contract Start Date:	New Construction Contract End	Date:		
(mm/dd/yy) 7 / 13 /2015	(mm/dd/yy) 7/1/20	16		

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

RECOMMENDED:	APPROVED:	ACCEPTED:
Ву:	By:	By:
ENGINEER	OWNER	CONTRACTOR
Date:	Date:	Date:

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

MEETING DATE: June 15, 2016

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

**DEPARTMENT:** Public Works

ITEM	
* * ****	

Approve budget amendment in the amount of \$30,000 for the purchase of two used trucks for Code Enforcement out of the Capital Replacement fund.

# ITEM BACKGROUND

Code Enforcement units 81 and 83 are both 2008 Ford pickup truck models with extensive chassis and frame corrosion. The vehicles have become unsafe to be on the road and need replacement. Unit 81 has 68k miles while unit 83 has 72k miles. Average annual mileage is about 8,000 miles. Mileage is not a factor but instead it's corrosion. Both vehicles have been in service about 9 years. A review of all vehicles indicates that about 5 years is the average life of vehicles before corrosion becomes a problem. This purchase plan was mentioned in the budget workshop of June 1, 2016.

# BUDGET/FINANCIAL SUMMARY

The funds to pay for these vehicle will come from the Capital Replacement Fund which currently has a balance of approximately \$31,000

Increase line item 65-532-1007 by \$30,000

# COMPREHENSIVE PLAN GOAL

# 

Since mileage is not an issue with the usage of this vehicles, it is recommended that the units be replaced with used vehicles from out of the coastal area. In this manner the replacement cost is half the cost of a comparable new vehicle.



Date: Apr 19, 201	6	Departmen	nt Envir	onmental Health Sei	vices De	partrnent		
New Vehicle Req	wested							
Primary vehicle function		Patrol	□ Веа	ach Maintenance		- Please Spe provided.	cify in the	Patrol, towing, animal control mosquito control, transport
Towing Capability:	€ Yes	i ← No		Crew Size	Using V	ehicle: 2		
Police Package:	← Yes	o No		Cab Size N Crew):	leeded(	Standard, Ex	ctended,	Extended
Light Bar Needed: Reflective Safety Markings Needed:				Engine Siz	e Vé	5 - V8		
4WD Needed:	Yes			Other Spe	cialty Ed	w	indows & lo utlets in cab	camera, tool box, power ocks, tinted windows, 110 o, rhino lining, undercoating, heels, wig-wags, directional, PA
Vehicle It Replace	<u>es</u>		Б	- 1		<b>-</b>	D V	
Year 2008 Unit Number CE-8	31		Make [F	Ford 68.675		Model	Ranger X	LI
Reason for Replaceme			3					
extensive amount of hinges, along with ot locking mechanism a It is essential that stat	rust, but the her items rea and es ff has a full for anima	hey would tr had to be re pecially the size truck th I calls, and c	ry to fix a eplaced in bottom hat will s carry the	as much of it as they n order to have a saf of the truck, posting afely pull the recycli vector control mach	could. N e truck o g serious ng traile iine. Las	ew radiator son the road. Resafety hazarders. In additiontly, it will trans	upports, we ust is showi Is. n, the large isport inspe	hop stated that it had an elding new metal on door ing in the door hinges, hood r bed will accommodate a large ectors to and from stations years).
Authorized by Depa	rtment Di	rector:				Da	ite Apr 19	, 2016
Approved by Vehicle	e Replace	ment Comm	mittee: _			Da	ite	

Form Number: IPW0003 Last Updated: 05/10/2013



Date: Apr 19, 2016 Department		Environmental Health Services Department					
New Vehicle Req	uested						
Primary vehicle function		Patrol	☐ Beach Maintenance	Other - Pleaspace prov		ify in the	Patrol, towing, animal control, mosquito control, transport
Towing Capability:		○ No	Crew Size	Using Vehic	le: 2		
Police Package:	← Yes	€ No	Cab Size I Crew):	Cab Size Needed( Standard, Extended, Crew):		tended,	Extended
Light Bar Needed:		○ No	En eine Ci	146 40	of .		7
Reflective Safety	G Vos	CNo	Engine Si	ze V6 - V8			
Markings Needed: • Yes No  4WD Needed: • Yes No			outlets in cab		r camera, tool box, power ocks, tinted windows, 110 b, rhino lining, undercoating, rheels, wig-wags, directional, PA		
Vehicle It Replace	es						
Year 2008		N	Make Ford		Model	Ranger XI	LT
Unit Number CE-8	3	N	Mileage 72,435				
Reason for Replaceme	nt :						
extensive amount of hinges, along with ot locking mechanism a It is essential that staf animal cage required	rust, but th her items h rea and esp f has a full for animal	ey would try and to be rep becially the l size truck th calls, and ca	bottom of the truck, postin	y could. New range of truck on the great safety ing trailers. In hine. Lastly, it	diator su road. Ru y hazard addition will trans	ipports, we ist is showi s. i, the larger sport inspe	elding new metal on door ng in the door hinges, hood bed will accommodate a large ctors to and from stations
Authorized by Depar	tment Dir	ector:			Dat	Apr 19,	2016
Approved by Vehicle	Replacen	nent Comm	nittee:		Dat	re	

Form Number: IPW0003 Last Updated: 05/10/2013

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

MEETING DATE: June 15, 2016

NAME & TITLE: Council Members

**DEPARTMENT:** City Council

ITEM

Discussion and action regarding Outside Agency funding request by the Boys & Girls Club of Laguna Madre.

# ITEM BACKGROUND

This item was tabled from the June 1, 2016 City Council meeting.

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. 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 31<sup>st</sup> 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
LEGAL	ICE TIE TT

Sent to Legal:	YES:	NO:	X	
Approved by Legal:	YES:	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 785	578
Street Address:	190 PORT Rd., PORT ISABEL, TX 785	78
Email:	Cpo@lagunamadrekids.org	
Phone No.	(954) 943·6310 M	obile No. [950]345-7711
Fax#		
Organization Fisc	cal Year Calendar Jan-Dec	

# **Funding Request Summary**

City of Port Isabel City of Lagura Vista Individual Donations
Boys and Girls Club of America Driscoll City of Port Isabel City of Lagura Vista Individual Domations
DRISCOII City of PORT Isabel City of Lagura Vista Individual Domations
Driscoll City of Port Isabel City of Lagura Vista Individual Donations Membership fees.
City of Lagrana Vista Individual Donations
Individual Donations
mainaval Donations
Membership tees.
The Proys and Gipls Club of Laguna Madre is requesting
#25,000 for our leen program. The scope of the program is to
enhance leadership within rul youth to ensure success.
#25,000 for our teen program. The scope of the program is f enhance leadership within rule youth to ensure success.
#25,000 for our teen program. The Scope of the program is t enhance leadership within rule youth to ensure success.
The Proys and GIPIS Club of Laguna Madre is requesting \$25,000 for our Teen program. The scope of the program is tenhance leadership within the youth to ensure success.

YES

☐ NO

Organization: BOUS and GIELS 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 Pous Acirls (Jub of Lagung 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 Bous Science (agency) and the City upon award of funds.

Date: 11 May 2010	Signature VnRidgers	
	Printed Name Vennica N. Rodgers	
	Title CPO	

\*\*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 Lagung Madre
Name & Title of Person Completing Report: Robert Rodriguez - Interim C. P.O.
Phone Number: 956-943-6310 E-mail Address: cpo@lagunamadre Kids.org
B) Reporting Period: 2015-2016 (Fiscal Year)
OctMarchApril-Sep.
FINAL REPORT
C) Funding/Expenditure Information:
FY 2015 Award: \$ 5,000.00
Funding Spent this Reporting Period: \$ 5,000. Balance Remaining: \$
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 post beach
clean-up and are preparing to be involved with the Holiday
"Christmes" Parades The members of this Club are also
fed Fed Supper and Snack during this period.
and the supply and strack curry misperioria.
E) Type of Equipment/Supplies Purchased:
Supplies for our tood program were and continue
to be purchased. We have purchased supplies for the
programs offered of the Club (Art, Homework, Sports).
THE MASS. THE

F) How Service	ces 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
member	rs also use equipment for activities at
the C	lub. Power Hour > Home Work, Regrectional
Sports	activities and supplies to support the
Drog	irams.
G) Please de	scribe accomplishments and status of project for this reporting period;
We	have been successful in our food program
feedi	ing our members -> apprx. 100-120 a day on
aver	age. 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 CITY COUNCIL MEETING AGENDA REQUEST FORM

MEETING DATE:	June 15, 2016
NAME & TITLE:	Randy Smith, Public Safety Director
DEPARTMENT:	Police
ITEM	
Taxi and Towing Se	n to approve amending Chapter 11 of the Code of Ordinances to revise both rvice Agreements to consider the maximum number of qualified taxi and nits in which the City of South Padre Island issues and/or controls.
ITEM BACKGROUND	
	rdinance limits the number of permits issued to, which are Twenty-four (24 r (4) Wrecker companies. See attachment.
BUDGET/FINANCIAL	SUMMARY
Revenue increase.	
COMPREHENSIVE PL	AN GOAL
New guidelines will i well as our citizens ar	reassure fair and equitable treatment to our local taxi and tow companies, and visitors alike.
LEGAL REVIEW	
Sent to Legal: Approved by Legal:	YES: X NO: NO: NO:
Comments:	
RECOMMENDATION	S/COMMENTS

Rev. #4 - 8/25/11

Recommend Approval



### South Padre Island - Public Safety



Randy Smith, Public Safety Director

May 31, 2016

Re: Taxi and Wrecker Permits

The City Council to discuss and consider eliminating the maximum number of taxi and wrecker services permits in which the City of South Padre Island controls, on the general principal that the foundation of American business is based on free enterprise and the right to compete.

South Padre Island has a true need in continuing to oversee taxi and wrecker services via permitting. Some of the primary reasons are; we need to control unfair price gouging, to assure that old and dangerous equipment isn't used, and reassure that state standards are being followed. I believe that when the original ordinance was crafted, the thought was that by limiting the number of permits and not diluting the trade, then companies currently doing businesses in the city could have a better chance of flourishing. With the current design of 4-permits, or 4-companies allowed, then that might keep a monopoly from occurring as well.

Some of the problems with our current system is that companies who hold permits and are considering selling know new businesses cannot obtain a permit unless one of the existing permit holders agrees to release theirs, which means the city now has created an unintended value for current companies because of the permit limits. I feel that if new business interest is willing to invest in modern equipment, obtains all the bonds and insurance required, meets all of South Padre Island's and the state's regulations, then why wouldn't we issue them a new permit?

Free Enterprise – is an economic system where few restrictions are placed on business activities and ownership. In this system, governments generally have minimal ownership of enterprises in the market place. This system aims for limited restrictions on trade and minimal government intervention. The free enterprise movement started in the 1700s, when many individuals were restricted from starting and owning their own business without the permission of the government. The movement looked to reduce ownership and other related restrictions, such as how one should operate their business and who they were allowed to trade with. Over time, the focus of this movement has shifted. A lot of its causes have been incorporated in most free-market systems. The general idea is; competition is healthy and creates the desire for fast, friendly, fair and efficient services to be obtained.

In closing, it's my suggestion that the City of South Padre Island continue to regulate the taxi and wrecker services permitted to conduct business within the city limits, in an effort to assure that local and state standards are being followed, along with assuring that our citizens are being treated fairly, but in our effort to not over-control private commerce, we should refrain from limiting the number of qualified permits.

Respectfully, Randy Smith

City of South Padre Island -- Police Department - Randy Smith, Chief

### Chapter 11 OCCUPATIONAL LICENSES, ALCOHOLIC BEVERAGES, MISCELLANEOUS PERMITS

### TAXICABS ARTICLE I. GENERAL PROVISIONS

#### Sec.11-1 Definitions.

For the purpose of this Chapter, the following words and phrases shall have the meanings herein ascribed to them:

<u>Driver.</u> The term "driver" shall be held to include every person in actual charge of the operation of a taxicab, whether as owner or agent, servant or employee of the owner. The driver must hold a license to drive the vehicle issued by the City pursuant to Article VI of this Chapter.

Owner. The term "owner" shall be construed to mean any person, firm corporation, association, partnership or society who has the control, direction, maintenance and the benefit of the collection of revenue derived from the operation of taxicabs on or over the streets or public ways of the City, whether as owner or otherwise, except as "driver" is herein defined.

Taxicab. The term "taxicab" shall mean a chauffeured motor vehicle used to transport persons for hire that typically operates on irregular routes, irregular schedules, and on a call-and-demand basis. The term "taxicab" shall not apply to motor buses operated within the City pursuant to Texas Railroad Commission and/or Interstate Commerce Commission permits, ambulances, special service vehicles or other vehicles as may be defined by this ordinance. In no event shall pickup trucks be permitted to operate as a taxicab within the City.

<u>Limousine</u>. Any vehicle other than one rented without a driver, a taxicab, touring vehicle, shuttle, or publicly franchised bus, used for the transportation of passengers for hire, not upon a fixed schedule or over a fixed route, the charge for which is determined by the length of time for which the vehicle is engaged, the distance traveled, a fixed fee or any combination of such methods of determining such charge.

Touring Vehicle or Shuttle. Any vehicle other than one rented without a driver, or a taxicab, or a limousine, or a publicly franchised bus, or a private bus used for the transportation of passengers for hire for sightseeing or other purposes, other than for funeral services, the charge for which is determined by a length of time for which the vehicle is engaged, the distance traveled, a fixed fee, or any combination of such methods of determining such charge.

<u>Licensee.</u> A person licensed to operate a taxicab within the City limits after fulfilling the requirements of this chapter.

<u>Feasibility standard.</u> The maximum number of taxicabs determined by the City Council that are needed to operate within the City limits to provide necessary public access and convenience to taxicab service.

#### Sec.11-2 Taxicab license required except for vehicles discharging passengers only.

It shall be unlawful for any person to drive or to operate or to cause to be driven or operated any taxicab upon or over any street in the City, unless there has been obtained for such vehicle, existing in full force and effect, a license duly issued pursuant to this Chapter, except vehicles discharging passengers only within the City limits are not regulated by this Chapter.

# Sec.11-3 Taxicabs operating from points outside the City must be licensed to pick up passengers within City limits.

Taxicabs operating from points outside the City limits must be licensed under this Chapter in order to pick up passengers within the City limits.

#### Sec.11-4 Current holders of taxi license must conform to requirements.

The holders of licenses to operate taxicabs within the City on the date of the passage of the ordinance adopting the revisions to this chapter must conform to the requirements of the Chapter within ninety (90) days subsequent to the date of passage of such ordinance.

#### Sec.11-5 Identification; advertising prohibited.

- (A) All licensees must register their vehicle color schemes with the Chief of Police. The color scheme of all taxicabs must be uniform and shall be used exclusively by such licensee.
- (B) Every taxicab shall have painted upon both front side doors and upon the rear thereof, in non-washable paint in color contrast to the color of the taxicab, the name of the owner or the trade name under which the owner operates, together with the taxicab permit number.
  - (1) All the lettering required in this section shall be not less than two and one-half (2 1/2") inches in height, and not less than five-sixteen (5/16") inch stroke.
  - (2) Permanently fixed logos may be substituted for lettering of name of owner or the trade name under which the owner operates.
- (C) No advertising pictures, words, or slogans may be added to any taxicab, limousine, touring vehicle or shuttle.

#### Sec.11-6 Taxicabs to be not greater than eight years of age.

Taxicabs operating within the City limits must not be greater than eight (8) years of age. The age of a taxicab shall be determined by counting from the first day of the year of the year model designated by the manufacturer of the taxicab. [amended by Ord 09-21, 11/18/09]

#### Sec.11-7 Current annual state vehicle inspection required.

Each taxicab, limousine, touring vehicle or shuttle must have a current annual vehicle inspection certificate as required by the Texas Department of Public Safety.

#### Sec.11-8 Taxicabs subject to periodic inspection by Chief of Police or his designee.

Each taxicab shall be subject to periodic inspections by the Chief of Police or his designee. Inspections may include, but not limited to compliance with City ordinance requirements, conditions and appearance of units, drivers, equipment and applicable safety requirement.

#### Sec.11-9 Operators of taxicabs, renewal of license.

All taxicabs must comply with the requirements of such Chapter upon the renewal of their respective licenses.

#### Sec.11-10 Operators.

No taxicab for which a license has been issued under this Chapter shall be operated by anyone except the licensee thereof or an employee of the licensee that complies with Article VI of this Chapter 11.

#### Sec.11-11 Use of most direct route.

Any taxicab driver employed to carry a passenger to a definite point shall take the most direct route possible that will carry the passenger safely and expeditiously to his destination.

#### Sec.11-12 Passenger's exclusive right; carrying additional passengers.

When a taxicab is engaged, the passenger shall have the exclusive right to the full and free use of the passenger compartment, and it shall be unlawful for the licensee or driver of any taxicab to solicit to carry additional passengers therein, except with the consent and approval of the first passenger. No taxicab shall carry more than five (5) passengers, except the Chief of Police may certify a taxi cab to carry more than five (5) passengers and up to seven (7) passengers if the vehicle is designed to handle more than five (5) passengers. Any taxi cab that carries more than five (5) passengers must be certified to carry the additional passengers and may not carry more passengers than for which it is certified.

#### Sec.11-13 Stands on streets and sidewalks prohibited.

The use of any street, alley, sidewalk or public thoroughfare within the City as a taxicab stand, or as a place of business for owners or operators of taxicabs to receive calls for service, or from which to dispatch vehicles or as a place for a taxicab stand, or a place to assemble or habitually park vehicles when awaiting calls for service, is prohibited.

#### Sec.11-14 Soliciting business.

It shall be unlawful for the licensee or driver of any taxicab, limousine, touring vehicle, shuttle or for any other person, to seek or solicit patrons or passengers for any vehicle by word or by sign, directly or indirectly, while driving any such vehicle over, through, or in any public street or public place of the City, or while the same is parked on any public street or alley of the City.

#### ARTICLE II.

### TAXICAB LICENSES; PROCEDURES AND REQUIREMENTS.

#### Sec.11-15 Written application to Chief of Police.

All applicants for a license to operate taxicabs within the City limits must submit a written application to the Chief of Police or his designee.

#### Sec.11-16 Applicants must submit to police department investigation.

All applicants for a license to operate said taxicabs within the City limits must submit to a police department investigation of the applicant's driving record and a check of the applicant's criminal record, if any. Such police report shall accompany the application when the completed application is filed with the Chief of Police or his designee.

## Sec.11-17 Applicants must submit certificate of intent to insure following requirements of this Chapter.

All applicants for a license to operate taxicabs within the City limits must submit a certificate from an insurance agent licensed in Texas to write policies as required by this Chapter, of intent to insure each vehicle covered by such license according to the requirements of this Chapter upon approval of the application.

Such policy shall contain an endorsement that cancellation of such policy shall not become effective before fifteen (15) days after notice, in writing, to the City of such cancellation.

#### Sec.11-18 Contents of Application.

Each application for a license to operate taxicabs within the City limits must contain the following information.

- The application number assigned to such application by the Chief of Police or his designee;
- (2) The date of the application;
- (3) If a prior license has been issued under this Article, the license number, date of issuance, and date of expiration;
- (4) The full name, date of birth, place of birth and SSN# of the applicant;
- (5) The current mailing address of the applicant, other than the commercial address of the vehicle owner;
- (6) The residence telephone number of the applicant, and the business telephone number of the applicant, if other than the telephone number of the vehicle owner;
- (7) The Texas Class C or appropriate driver's license number of the applicant;
- (8) The previous address of the applicant for the last five (5) years and the period of time at such address;
- (9) The age, race, height, weight, color of eyes and color of hair of the applicant;
- (10) The proposed name under which the owner is to operate the vehicle or vehicles;
- (11) The proposed location of the vehicle owner's main office, the location of the private property where the vehicles are to be parked while off duty, the location of any on duty taxi stands, and the location of the dispatch office;
- (12) The proposed hours of operation;
- (13) The proposed number of vehicles;
- (14) The color scheme of the vehicles;
- (15) The assigned number of each vehicle to be operated under the license applied for, the license tag numbers of each such vehicle, and the motor vehicle serial number for each such vehicle;
- (16) The previous experience of the applicant in the operation of taxicabs;
- (17) The previous place of employment for the last five (5) years of the applicant and the term of such employment;
- (18) Three (3) character references other than family members or former employers;
- A list of criminal convictions of the applicant, if any, including traffic offenses;
- (20) A list of any physical infirmities, deformities, or physical or mental handicaps;
- (21) A statement of the reasons by the applicant that approval of the application will benefit and serve the community convenience;

(22) The notarized signature of the applicant acknowledging that the contents of the application are correct.

# Sec.11-19 Application to be accompanied by written permission for parking and taxi stands; Police Chief approval of locations.

The application for taxicab license must be accompanied by written permission of property owners where taxicabs of applicant will customarily park on or off duty, and for all taxi stands of applicant, including copies of all written leases, if any, between such property owners and applicant, and such locations must be approved by the City Chief of Police prior to the granting of the license.

#### Sec.11-20 License Fee

Prior to issuance of the license, the owner or operator must pay to the City a license fee of \$200.00 per taxicab covered by the license.

## Sec.11-21 Multiple vehicles on one license when initially issued; addition of other vehicles requires new license.

Multiple vehicles may be included on one license at the time of initial issue, but additional vehicles may not be added to such license. Additional vehicles require issuance of a new license and compliance with the procedures for application and issuance of same as required by this Chapter.

#### Sec.11-22 Replacement of licensed vehicle.

In the event a licensed vehicle under this Article is sold, wrecked or destroyed, the owner thereof shall have the right to replace such vehicle with another, written application to the inspector of vehicles and surrender of the license for the vehicle so sold, wrecked or destroyed, a license for the replacement vehicle shall be issued unless a vehicle has been duly substituted under such license and a transfer fee of \$100.00 per substituted vehicle has been paid.

#### Sec.11-23 License transferable; vehicle transfer fee.

Any license issued pursuant to this Chapter may be transferred to any other person upon the licensee filing an application and meeting all the requirements of this Chapter and paying a transfer fee of \$500. No license may be used for operating any vehicle other than the vehicle for which said license is issued unless it has been duly substituted under such license and a transfer fee of \$50.00 per substituted vehicle has been paid.

#### Sec.11-24 License renewal procedure; fee.

Taxicab licenses must be renewed every year and the applicant shall comply with all of the requirements of this Chapter for applications for such licenses, except that the vehicles covered by the existing license of an applicant shall not be considered as additional vehicles for purposes of the current feasibility standard. A renewal fee of \$100.00 shall be paid prior to renewal of a license.

#### Sec.11-25 Revocation for violation of law or failure to comply; procedure.

Should a licensee be arrested or indicted for violating any provision of this Code or any of the laws of the State of Texas, including, but not limited to, laws regulating taxicabs, carriers, or motor vehicles, the Chief of Police shall revoke said license upon the expiration of five (5) days after notice of intent to revoke is given licensee or if licensee should fail to be in compliance with this ordinance or any requirement hereof, the Chief of Police shall revoke said license upon the expiration of five (5) days after notice of intent to revoke is given licensee. If the licensee protests the receipt of notice thereof, the City Council shall, within of ten (10) days after notice to licensee, conduct a hearing and thereupon sustain, modify or reverse the decision of the Chief of Police and notify the licensee of its findings.

#### Sec.11-26 Taxicab driver's license requirements apply to licensee.

Applicants for a taxicab license under this Chapter must also personally comply with the requirements for and be issued an appropriate driver's license under this Chapter if they drive the vehicle.

#### ARTICLE III.

### PROCEDURE SUBSEQUENT TO FILING OF APPLICATION.

#### Sec.11-27 Current Feasibility Standard.

The current feasibility standard for taxicabs to be granted licenses pursuant to this Article shall be twenty-four (24).

### Sec.11-28 Approval by Chief of Police if ordinance feasibility standard not fulfilled.

If the current feasibility standard as stated in this Article is not fulfilled, the application may be approved by the Chief of Police or his designee upon compliance by the applicant with the requirements of this Chapter. If the current feasibility standard as stated in this Article is fulfilled, the Chief of Police shall deny the application.

#### Sec.11-29 Chief of Police to notify City Council of granting or denial of license.

Upon the issuance or denial of any license, the Chief of Police shall notify the City Council thereof in writing within five (5) days.

### Sec.11-30 Appeal from denial of application by Chief of Police; notice hearing; if no appeal, a decision of Chief of Police final.

If the application is denied by the Chief of Police or his designee, the applicant may appeal to the City Council. Such appeal may be effected by delivering written notice thereof to the City Manager within fourteen (14) days after the denial of the application. Upon receipt of such written notice of appeal, the City Manager shall set a date for hearing thereon before the City Council not less than thirty (30) days from date of receipt of the notice of appeal and notify the applicant in writing thereof. If no notice of appeal is filed by the applicant with the City Manager within fourteen (14) days after denial of the application, such denial shall be final, and no subsequent application may be made for a period of ninety (90) days from such date.

#### Sec.11-31 Public hearing to be set on application if feasibility standard fulfilled.

If, upon receipt of an application for a taxicab license, the feasibility standard set in this Chapter is filled, then upon the written request of the applicant, the City Manager shall, within five (5) days of receipt of such written request, schedule a public hearing before the City Council on the public necessity and convenience for granting of the application and immediately notify such applicant thereof. The hearing shall be held within thirty (30) days of the City Manager's receipt of the written request of the applicant therefor.

## Sec.11-32 Applicant responsible for paying cost of notice of hearing; contents of notice; notice to current license holders.

Upon notice to the applicant for a taxicab license that a public hearing on the public necessity and convenience before the City Council has been scheduled by the City Manager, the City Manager shall cause notice thereof to be published once in a local newspaper, and the publication fee therefor shall be paid by the applicant. Such notice shall state that the applicant, the kind and number of vehicles proposed to be used, the ownership of same, and the specific time and place of the public hearing. Such publication shall constitute notice to all holders of existing taxicab licenses that a public hearing will be held by the City Council at a public place in the City as designated in such notice.

#### Sec.11-33 Time of publication of notice.

The notice of public hearing must be published in a local newspaper not less than five (5) nor more than fifteen (15) days before the date set for the public hearing.

# Sec.11-34 Public Hearing on necessity and convenience to be conducted by City Council; applicant to be present or represented by authorized representative with written authority.

The public hearing on public necessity and convenience shall be conducted by the City Council. The applicant shall appear in person or by an authorized representative who, if the applicant is not present, must submit a written, notarized authorization from the applicant granting such representative authority to represent the applicant at the hearing.

#### Sec.11-35 Matters to be considered at hearing on public necessity and convenience.

The matters to be considered by the City Council at the hearing on public necessity and convenience are as follows:

- (A) The specific reasons why the feasibility standard should be amended and how the public convenience and necessity would benefit from the proposed service of the applicant. Written statements from interested or qualified persons not present at the hearing may be introduced in support of the application;
- (B) Protests or objections by interested persons shall be considered in the same manner as in subsection (A) hereof;

(C) Pertinent information from the police department concerning the records of the applicant; information from the building department regarding proposed locations for taxi stands; zoning restrictions, and any other pertinent information from any municipal department or from the Chief of Police or his designee.

#### Sec.11-36 Criteria for determination of public convenience.

In determining whether the public convenience and necessity require the licensing of taxicabs for which application may be made, the City Council shall take into consideration whether the demands for public convenience and necessity require such proposed or such additional taxicab service within the City; the financial responsibility of the scheme to be used by the applicant; the increased traffic congestion on the streets of the City that may result, whether the safe use of the public streets of the City by the public, both vehicular and pedestrian, will be unduly endangered by the granting of such additional license; and such other relevant facts as the Board may deem advisable or necessary, which may determine the public necessity and convenience.

#### Sec.11-37 Burden of proof upon applicant; license holders and interested citizens may protest issuance of license.

The burden of proof at the public hearing on public convenience and necessity shall be upon the applicant to establish by clear, cogent, and convincing evidence that the public necessity and convenience require such operation of taxicab or taxicabs for which application has been made. All holders of taxicab licenses and any other citizen shall be entitled to appear at such hearing to protest the granting of the application.

#### Sec.11-38 City Council to make final decision.

The City Council, upon consideration of the matters brought forth at the public hearing on public convenience and necessity shall, at the next regular meeting of the City Council subsequent to the date of the public hearing on the application for taxicab license, approve or deny the application. If the application is granted, the Board shall amend this Chapter accordingly.

#### ARTICLE IV.

#### RATE ZONES, LOG BOOK REQUIREMENTS, PROCEDURE FOR CHANGE.

#### Sec.11-39 Rate Zones.

The following rate zones shall apply for taxicabs licensed under this Chapter:

- \$4.00 maximum or \$2.00 per person maximum, whichever is greater, on trips anywhere on South Padre Island, such trips not restricted to the City limits.
- (B) \$10.00 maximum for trips from South Padre Island to anywhere in Port Isabel.
- (C) \$15.00 maximum for trips from South Padre Island to anywhere in Laguna Heights
- \$18.00 maximum for trips from South Padre Island to anywhere in Laguna Vista (D)
- \$55.00 maximum from South Padre Island to Harlingen or Harlingen airport. (E)
- (F) \$40.00 maximum to Brownsville airport, plus \$5 for drop off at the Mexico Border.
- (G) \$2.00 per 5 minutes for waiting time.

#### Sec.11-40 Rates subject to appeal.

The rates set forth in this Article may be appealed, upon the request of a licensee. The appeal process shall proceed in the same manner as set forth in this Chapter for appeal of the denial of a taxicab license, with a public hearing before the City Council.

#### Sec.11-41 Rate schedules to be permanently affixed in taxicab.

The current rate schedule in effect as per this Article shall be posted in each taxicab in plain view, permanently affixed, illuminated between dusk and dawn, with the identification number of the driver on duty and with the current telephone number of the City department or official designated for taxicab customers to call to report rate discrepancies.

#### Sec.11-42 Cab logbook required, subject to City audit.

Each taxicab must maintain a current logbook which shall be kept in the taxicab at all times showing the dates of operation, the rates charged to each destination, and the driver name and number for each period of operation. The logbook may be audited at any time by an appropriate City official to verify compliance with the rate zones.



# ARTICLE V. INSURANCE REQUIREMENTS.

#### Sec.11-43 Liability insurance required of all taxicabs; amounts and coverage's.

Prior to the issuance of a license pursuant to this Chapter or before any renewal of such license, the owner or operator applying for such license shall file with the Chief of Police, and thereafter keep in full force and effect, a liability policy in a form approved by the State Board of Insurance Commissioners, issued by an insurance company duly authorized to transact liability insurance in the State of Texas, covering bodily injuries and injury to or destruction of property resulting from the operation of the taxicab or taxicabs of such owner or operator, and the amount of coverage of such liability policy shall be not less than the following amounts and coverage's:

- (A) The minimum amount of liability insurance of any taxicab licensed under this Chapter shall never be less than the amount established by the statutes of the State of Texas under the Texas Safety Responsibility Act or amendment thereto.
- (B) The insurance coverage hereinabove set forth shall not be exhaustible by first recovery but subject to successive recoveries for as long as the insurance is in effect.
- (C) The public liability insurance required by this Article shall be for the protection of the passengers of the insured taxicab and for the public, but shall not cover personal injuries sustained by the servants, agents or employees of the person filing the insurance.

### Sec.11-44 Certificate of insurance premium paid for one year required prior to issuance of license.

Prior to issuance of a license under this Chapter, the licensee shall provide the Chief of Police with an insurance company binder showing insurance premiums paid for the insurance required by this Chapter for a full twelve (12) month period in which the taxicabs covered by the licensee will be operating within the City limits.

# Sec.11-45 Chief of Police to be notified upon cancellation or lapse of insurance; vehicles not to operate without insurance.

In the event the liability insurance of a licensee as required by this Chapter lapses or is canceled, the Chief of Police shall be notified (15) fifteen days prior to cancellation by the licensee and it shall be unlawful for any taxicab to operate within the City limits without the insurance as required by this Chapter in full force and effect.

### ARTICLE VI. DRIVER REQUIREMENTS, LICENSING.

#### Sec.11-46 Drivers of taxicabs must have Class C or appropriate driver's license.

Any person driving a taxicab covered by this Chapter within the City limits must have a current valid Texas Class C or appropriate driver's license and a license issued by the City pursuant to this Article to operate said vehicle.

#### Sec.11-47 Application for taxicab driver's license; procedure.

The application for a City taxicab driver's license must contain the following information:

- (A) The name, date of birth, social security number, place of birth, home and business address (no P.O. Box numbers), race, height, weight, color of eyes and hair, Employer's name and address, list of all arrest and convictions including traffic offenses, list of all vehicle accidents applicant was involved in during the past five years, list all states that have ever issued a drivers license to applicant, home and business telephone numbers, and physical description of the applicant;
- (B) The Texas Class C or appropriate driver's license number of the applicant;
- (C) The thumb print conviction record of the applicant;
- (D) Three (3) character references excluding members of the applicant's family or former employers;
- (E) Any other pertinent information as required by the City Chief of Police;
- (F) Two (2) recent photographs of the applicant, one for use upon the applicant's identification card and one to be retained in the police department file;
- (G) A license fee per Sec.2-75 must accompany the application.

# Sec.11-48 Taxicab driver's license to be issued for a one year period. Display of license required.

The taxicab driver's license issued pursuant to this Chapter shall be issued for a period of one year, after which it must be renewed by the City. If any information required by Sec 11-47 changes during the license period the license holder must report the same to the City within ten (10) days and any change can be cause for license revocation. The license must be displayed at all times when vehicle is in operation so that passenger may read the face of the license while traveling.

#### Sec.11-49 Renewal of Taxicab license; procedure.

Within thirty (30) days prior to the expiration date of the taxicab license, the holder thereof must submit an application to the Chief of Police or his designee for the issuance of a new license, and such application must conform to the requirements of this Article.

#### Sec.11-50 Denial of taxicab license; appeal procedure.

The Chief of Police may deny an application for a license to drive a taxicab license on the basis of failure of the applicant to fulfill the requirements of this Chapter or the City police department has determined that the applicant has been convicted of a crime or that the driving record of the applicant is unsatisfactory. Upon receipt of notice of the denial of such application, the applicant may request a hearing before the City Council, and the City Manager, upon the receipt of written notice from the applicant, shall set such hearing for the next regular meeting of the Board.

#### Sec.11-50.1 Revocation of drivers license; appeal procedure.

Should the holder of a drivers license issued by the City pursuant to this Chapter of Code of Ordinances be arrested or indicted for violating any provision of this Code or any of the laws of the State of Texas, including, but not limited to, laws regulating taxicabs, carriers, or motor vehicles, the Chief of Police shall revoke said license upon the expiration of five (5) days after notice of intent to revoke is given licensee or if licensee should fail to be in compliance with this ordinance or any requirement hereof, the Chief of Police shall revoke said license upon the expiration of five (5) days after notice of intent to revoke is given licensee. If the licensee protests with in five (5) days after the receipt of notice thereof, the City Council shall, within of ten (10) days after receipt of notice of protest from licensee, conduct a hearing and thereupon sustain, modify or reverse the decision of the Chief of Police.

### ARTICLE VII NON-MOTORIZED VEHICLES FOR HIRE.

#### Sec.11-51 Non-motorized vehicles to be licensed; requirements.

Any owner or operator of a non-motorized vehicle, including horse-drawn carriage, for hire which is operated by a driver shall obtain a license therefor from the City in the same manner and meeting the same requirements, including but not limited to the maintenance of liability insurance, as a taxicab license, although no feasibility standard shall apply. The drivers thereof must have only a current valid Class C Texas driver's license.

#### Sec.11-52 Special Regulations for Horse-Drawn Carriages.

Any permit issued pursuant to this Chapter for the use of horse-drawn carriages as a means of conveyance shall comply with all regulations promulgated by the City Manager or his designated representative, relating to the following:

- (a) Limitations on the specific streets which may be utilized by horse-drawn carriages and the hours of operations allowed.
- (b) Safety requirements pertaining to reflectors, warning devices and other safety equipment used on the vehicles, and the types and design of wheels and horse shoes which may be utilized.
- (c) Sanitation procedures to insure the cleanliness of streets and public ways and the proper disposal of waste.
- (d) Health regulations safeguarding the care, feeding and watering of the horses or other draft animals employed by the operator.
- (e) Additional insurance requirements supplementing the minimum limits for automobile and general liability insurance required for limousine and sightseeing operations generally.

A permitee shall not transfer or assign a permit to another nor shall a permitee operate a Amusement Redemption Machine establishment under the authority of a permit at any place other than the address designated in the application.

#### EXISTING AMUSEMENT REDEMPTION MACHINE PREMISE Sec.11-124

Any existing business or premise that meets the definition of Amusement Redemption Machine Premise or establishment must comply with all the provisions of this Article X within sixty (60) days of the enactment of this Ordinance and Article X including, but not limited to, obtaining a permit. Failure to obtain a permit within sixty (60) days and continue operations will be a violation of this Article.

#### Sec.11-125 CIVIL ENFORCEMENT

In addition to the penalties provided by Section 21-1 of the Code of Ordinances It is hereby declared that the City will be irreparably damaged by the violation of this Article X by any person or entity; the City is, therefore, hereby empowered to bring suit to enjoin the violation of this Article X and collect a civil penalty in the sum not to exceed Two Thousand Dollars (\$2,000) for each day that this Article X is violated. Suit to enjoin the violation of this Article X and collect the civil penalty hereby imposed may be brought in any court of competent jurisdiction. [Ord 09-11]

#### Article XI WRECKERS

#### Sec. 11-200 DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Auction: means the sale of motor vehicles not claimed by the lawful owners and reported to the South Padre Island Police Department as abandoned.

Abandoned vehicle: is defined as set forth in Chapter 683 of the Texas Transportation Code, as may be amended.

Chief of police: means the South Padre Island Police Chief. City limits: The city of South Padre Island's city limits

Designated person: means a person designated by the chief of police.

Drop fee: means the price to be charged in lieu of a towing fee where, after a wrecker has been dispatched to, or is at the scene of a tow, and has physically attached or connected the vehicle to the auto wrecker, and the vehicle has not been towed from the property, and when the vehicle owner requests its release.

Inspections: means the inspection of insurance certificates and permits by officers of the South Padre Island Police Department for wreckers who conduct services within the city limits of South Padre Island. The designated officer or person in charge of overseeing the wrecker rotation list can also, upon request check wrecker bill invoices at the vehicle storage facility.

Motor vehicle or vehicle: means a vehicle for which the issuance of a certificate of title is required under Chapter 501, of the Texas Transportation Code; or any other device designed to be self-propelled or transported on a public highway.

Owner of a vehicle: means a person named as in the certificate of title issued for the vehicle under Chapter 501, of the Texas Transportation Code, in whose name the vehicle is registered under Chapter 502, of the Texas Transportation Code, or a member of the person's immediate family, or who holds the vehicle through a lease agreement.

Twenty-four hour wrecker service: means that in order to be categorized as a 24-hour wrecker service, the permit holder must have two telephone lines or a telephone capable of receiving two lines listed with the city which can be answered 24 hours, seven days a week. The wrecker company must be able to immediately advise the police department of the availability of a wrecker. The permit holder must have two-way communications between the wreckers and the wrecker service office.

Vehicle storage facility: means a garage, parking lot, or any facility owned or operated by a person other than a governmental entity for storing or parking ten or more vehicles, a year, as set forth in the Texas Occupation Code § 2303.002(8), the Vehicle Storage Facility Act, or the successor statute/code provisions.

Wrecker rotation list: means the rotation list of wrecker companies licensed and approved by SPI-PD police chief to readily respond to emergency calls for service.

**Private property tow**: is when an owner/manager of a privately owned property contracts with an approved wrecker company to tow improperly parked vehicles from their premises.

Consent tow: means an individual owner/operator of a vehicle in need of towing, calls a wrecker service of their choice, to conduct the tow via their request.

Wrecker: means any motor vehicle used for the purpose of towing or removing disabled, abandoned, or wrecked vehicles.

Wrecker business: means the business of towing or removing vehicles on the public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade or purchase such vehicle, when the towing is done to remove a wrecked or disabled vehicle from the scene of a collision at the instance or request of the owner thereof, or the police department or fire department, or to remove a vehicle from an unlawfully parked position at the instance or request of the police department or fire department.

Wrecker company: an individual, corporation, partnership, or other association engaged in the wrecker business of towing vehicles for compensation or with the expectation of compensation for the towing or storage of the vehicles and includes the owner, operator, employee, or agent of a wrecker company.

#### Sec. 11-201 PURPOSE

This ordinance is designed to set guidelines for police department-initiated calls, citizens' direct request, and private property (contract) calls for tow service within the city limits of South Padre Island. All emergency wrecker services listed on our police department's rotation list require regulations in order to avoid competitive speeding, unnecessary delay, and confusion by wrecker services. Such regulations are necessary in order to avoid traffic hazards and to minimize the danger of injury to persons and damage to property. Additional guidelines concerning citizen's direct request and private property tows are created to reassure fair and equitable treatment to our local tow companies, as well as our citizens and visitors alike.

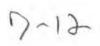
#### Sec. 11-202 REQUIRED APPLICATION

Each tow company desiring to be placed on the city of South Padre Island's wrecker rotation, and/or to conduct private property contract towing, shall make application, in writing, on a form provided for that purpose, to the chief of police. Each application shall contain the name, address and telephone number of the wrecker company. The application shall also contain a list of all wreckers to be used by the company, to include type of unit, year model, vehicle identification number and current tow truck registration. Copies of current insurance policies for all wreckers listed and the storage facility shall also be provided. A current copy of the storage facility license shall be provided with the application. Photocopies of all driver's license for all drivers of the company, and a statement that the applicant does or does not desire to appear on the wrecker rotation list shall accompany the application. Every application when filed shall be sworn to by the applicant. Any application with false information or incomplete documentation will not be processed.

# Sec. 11-203. PERMIT ISSUANCE BY CHIEF OF POLICE; SAFETY, INSURANCE AND OTHER REQUIREMENTS

Subject to the maximum numerical limits on the number of tow companies which may be placed on the wrecker rotation and/or approved to conduct private property towing, as set out in sec. 11-216 of this Article, the chief of police, or his designee, shall issue a permit to all wrecker companies making appropriate application and desiring to be placed on the city's wrecker rotation list and/or conducting private property towing, provided however that any such applicants selected must comply with the provisions of this Article. No certificate authorizing wrecker companies, and/or their drivers, to conduct business within the city limits shall be issued unless the following requirements are met:

- (1) Every wrecker proposed to be used by the applicant shall comply with the following minimum safety requirements:
- a. Each wrecker shall be not less than three-quarters ton in size and shall be equipped with booster brakes.
- b. Each wrecker shall be equipped with a power winch line and boom, with a factory-rated lifted capacity of not less than 5,000 pounds single line capacity.



- c. Each wrecker shall carry as standard equipment: tow bars or roller bars, safety chains, a fire extinguisher, wrecking bars, an axe and oil absorbent material. The applicant shall have dollies if needed, but they are not required equipment for each wrecker.
- d. Each wrecker proposed to be used shall comply with the requirements of sec. 11-204 of this Article.
- e. Each wrecker so qualifying shall be issued safety and insurance compliance inspection certificates.
- (2) Insurance Requirements.
- a. Each wrecker company shall produce and keep in full force and effect a policy of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the State of Texas and in the standard form approved by the board of insurance commissioners of the state, with the insured provision of such policy including the city as an insured, and the coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of the operation of a wrecker of such company and providing that the amount of recovery on each wrecker shall be in limits of not less than \$500,000.00 for damages arising out of bodily injury to or death of one person in any one accident, and \$100,000.00 for injury to or destruction of property in any one accident. Failure to maintain insurance will result in immediate removal from the rotation list.
- b. A list of all wrecker operators/drivers and a copy of their Texas Operator License shall be submitted with the above insurance policies. It shall be the obligation of the wrecker company to keep the South Padre Island Police Department informed of any changes in their drivers and to provide the city with evidence of compliance with Section 521.459 Transportation Code.
- c. Each wrecker company on the rotation list must meet all vehicle storage facility requirements as stated in Section 18.91 and/or other applicable section(s) of the Texas Department of Transportation Motor Carrier Rules and Regulations and the requirements of this ordinance.
- (3) Taxes. No delinquent taxes shall be due the city upon any wrecker company or vehicle storage facility for which such permit is sought.
- (4) Fees.
- a. Annual fee. There is hereby imposed an annual fee of \$50.00 per wrecker company. The fee will cover either or both, to be placed on the city rotation list and/or to conduct private property tows.
- b. Inspection fee. There is hereby imposed an annual inspection of \$25.00 per wrecker unit for each unit of each wrecker company.
- c. Operator/driver permit. While this ordinance does require permitting of tow truck operator/drivers, there is no charge for the operator/drivers permits issued by this agency.
- (5) A copy of all current licenses, registration and/or certificates issued by the state allowing the applicant to operate a wrecker or a vehicle storage facility shall be required upon initial application and upon payment of annual fees per wrecker company or wrecker unit.
- (6) Each wrecker unit shall have the wrecker company's name and telephone number of the business operating the wrecker unit permanently inscribed on each side of the cab of the wrecker in letters no less than two inches high in contrasting colors. No temporary signs of any kind will be permitted.
- (7) A certification to continue providing services on the city's wrecker rotation list may be revoked for failure to meet and/or maintain the required standards and regulations of state law (including, but not limited to, Chapter 684 of the Transportation Code) and/or this Article.
- (8) If a wrecker certification is revoked, the wrecker will not be allowed to continue service for calls from South Padre Island Police Department from the rotation list or private property towing, until the wrecker company produces proof of compliance with the required standards and regulations.
- (9) Any wrecker conducting rotation and/or private property towing within the city limits, shall maintain or contract with, a state permitted vehicle storage facility within 10-miles (driving miles) of the City of South Padre Island, Texas. Vehicles towed pursuant to this ordinance shall be stored at a facility complying with this section.
- (10) Any wrecker company conducting rotation and/or private property towing within the city limits, shall maintain a place of business for conducting operations, including towed vehicle storage, no further than State Hwy 100 and CR 510, Laguna Vista, or within 10-miles of South Padre Island's city limits.

- (11) All wrecker companies must agree to comply with all sections of the South Padre Island Police Department wrecker ordinance/SOP, a copy of which will be provided at time of application or annual renewal.
- (12) All wrecker companies applying for placement on the voluntary wrecker rotation list must agree to respond to all requests for wrecker service initiated by the city and must abide by this Article as well as all other applicable local, state and federal laws and regulations.
- (13) All wrecker companies applying for placement on the voluntary wrecker must agree to send an authorized representative to all auctions at which that company has vehicles set for auction.

## Sec. 11-204 STATE INSPECTION REQUIREMENT; WRECKER SAFETY AND INSURANCE COMPLIANCE INSPECTION CERTIFICATE

Each application for placement upon the wrecker rotation list, and those wrecker services conducting private property towing services, shall state that each wrecker of the company has been inspected and approved under the direction of the Texas Department of Public Safety, and a current inspection sticker shall be affixed securely to the inside of the windshield of the wrecker vehicle. No person shall operate a wrecker in the city unless a permit to engage in such activity has been issued to such wrecker by the South Padre Island Police Department. No permit or safety and insurance compliance inspection certificate shall be transferable, and every permit and safety and insurance compliance inspection certificate shall expire at midnight on December 31 of the calendar year in which issued. Each permit and safety and insurance compliance inspection certificate will be void immediately upon expiration and/or cancellation at which time any such wrecker shall no longer be used on rotation with the South Padre Island Police Department, and the wrecker company shall return the permit and safety and insurance compliance inspection certificate to the city police department upon request.

#### Sec. 11-205 SUSPENSION AND/OR REVOCATION OF PERMIT

For those wrecker companies engaged in providing services on the city's rotation list, the companies may have their permits suspended and/or revoked under the following conditions:

(1) A wrecker company may have its permit suspended:

- a. For seven days for any violation of this Article or state law if a violation occurs within a twelve-month (12) period.
  - b. For twenty days for a second or subsequent violation of this Article or state law.
- (2) A wrecker company may have its permit revoked:
- a. For a third or subsequent violation of this Article or state law if a violation occurs within a twelve-month (12) period.
- b. If it causes or permits the operation of a city certified wrecker either owned or contacted for, by an unlicensed driver on the public roadways.
- c. If it causes or permits the operation of a wrecker (either owned or contracted for) not certified by the city, on the public roadways.
- d. If it fails to maintain in force the insurance required for the operation of a wrecker company, vehicle storage facility or its wreckers as required by the laws of Texas.
- e. If it or its employees or agents operates a wrecker or the wrecker company in any way which endangers the life or safety of any person, including but not limited to any of the following ways: (i) grossly negligent operation of a wrecker used by the wrecker company; (ii) Criminal assault committed by the permit holder, his agents, or employees during the normal course of business. The chief of police shall not revoke the permit if the permit holder permanently terminates the employment of such employee immediately upon its becoming known to him that such conduct did take place; (iii) intentionally submits false information on the application to be placed on the wrecker rotation list with the South Padre Island Police Department; (iv) convicted of a violation under this Article; (v) convicted of fraud or theft, as defined in the Texas Penal Code, in the conduct or operation of the permit holder's wrecker company; (vi) guilty of criminal trespass or theft.

#### Sec. 11-206 SUSPENSION OR REVOCATION HEARING

(a) Upon the filing of a written complaint against a wrecker company or any agent or employee thereof filed by any person with the chief of police or designated person, upon his own admonition charging violation of any of the terms of this Article or any ordinance of the city or laws of the state regulating motor vehicles or crimes of moral turpitude or for good cause shown, the chief of police or designated person may conduct a hearing with reference to such complaint, accordingly:

- (1) Notice of the hearing shall be sent to the wrecker company by certified letter, return receipt requested or by hand delivery.
- (2) Said notice to the wrecker company shall set forth the section of this Article or state law the complaint is based upon, the allegations made against the wrecker company, and, where appropriate, the date and location the violation occurred.
- (3) The hearing shall take place within ten (10) days of delivery of the notice of hearing, unless otherwise agreed by the parties. The wrecker company shall be provided by certified letter, return receipt requested or by hand delivery notice of the time, date, and location of the hearing.
- (4) At the hearing the wreckers company may present evidence and testimony in its defense and may cross-examine any witnesses.
- (5) After such hearing the chief of police may revoke or suspend the authorization of the wrecker service company to continue providing service on the city's wrecker rotation list, as well as revoke permits issued to conduct private property towing.
- (b) After the chief of police has reviewed the findings of the complaint for suspension or revocation of the permit of any wrecker company, he shall make a determination and declare such findings along with the terms, if any, of the suspension of a temporary or permanent nature. The decision of the chief of police shall be presented in writing and sent to the wrecker company by certified letter, return receipt requested or by hand delivery.
- (c) The decision of the chief of police under this section may be appealed to the city manager, provided that notice of appeal must be perfected within ten calendar days from receipt of the chief of police's decision. Notice of appeal is perfected by sending a certified letter, return receipt requested, addressed to the city manager of the City of South Padre Island, stating that an appeal from the decision of the chief of police is desired. The city manager shall hold a hearing on the matter within a reasonable time after receipt of such return and shall issue a decision thereon within a reasonable time after such hearing which decision shall be final and un-appealable.

#### Sec. 11-207 WRECKERS TO BE SUMMONED BY POLICE OR FIRE; RESPONSE TIMES

- (a) No wrecker service shall drive to or near the scene or site of an accident or collision on the streets of the city unless such person/company has been called by the police or fire department or by the owner or operator of a vehicle involved in said collision; Only wreckers that have been officially summoned will be able to conduct the tow.
- (b) Wreckers summoned by the police department are subject to cancellation. Wreckers shall respond anywhere in the city within 30 minutes. If cancelled, the wrecker company will be placed back on the rotation list for another call. Wreckers summoned to calls where the police have not arrived, will not hook up the vehicle until the police arrive. Fees for non-hook ups will not be charged.

### Sec. 11-208 SOLICITING WRECKER BUSINESS AT SCENE OF ACCIDENT PROHIBITED; PRESENCE AT SCENE AS EVIDENCE OF VIOLATION

No person shall solicit in any manner, directly or indirectly on the streets of the city, the business of towing any vehicle which is wrecked or disabled on a street, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading or purchasing such vehicle. Proof of the presence of any person engaged in the wrecker business or the presence of any wrecker or motor vehicle owned or operated by any person engaged in the wrecker business, either as owner, operator, employee or agent, on any public street in the city at or near the scene or site of a wrecker, accident or collision, within one hour after the happening of a wrecker, accident or collision, shall be prima facie evidence of a solicitation in violation of this section.

# Sec. 11-209 PROHIBIT INTERCEPTION OF COMMUNICATION FROM THE POLICE/FIRE DEPARTMENT RADIO FREQUENCY

No wrecker company, shall intercept any message emanating through the medium of the police or fire department radio frequency or divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication; and no person, not being entitled thereto, shall receive or assist in receiving any such message and use such message, or any information therein contained, for his own benefit or for the benefit of another person.

#### Sec. 11-210 WRECKER ROTATION LIST

(a) If the owner of a vehicle involved in an accident or collision is physically unable to name the wrecker company desired, or declines to name one or if the South Padre Island Police Department is called

7-15

104

relating to a request for wrecker company, the investigating or responding officer or employee shall cause the request for wrecker company to be initiated from the wrecker rotation list maintained by the South Padre Island Police Department. Any wrecker company requesting to be placed on the city wrecker rotation list shall meet the requirements as set out in sec. 11-202 through 11-204 of this Article.

(b) The wrecker company shall immediately notify the chief of police or his designated person, in writing, of any changes in status as it relates to any insurance, drivers, wreckers' registration, certificates, vehicle storage facilities, permits or any factor that may impede its ability to comply with this Article.

- (c) The wrecker company on the wrecker rotation list shall notify the South Padre Island Police Department on a form provided for that purpose of all abandoned vehicles, which were towed as a result of a rotation call, in their vehicle storage facility in accordance with Section 683.031 of the Texas Transportation Code. In addition the notification shall include the \$5.00 fee required by Section 683.031.
- (d) On receiving a communication from the South Padre Island Police Department, the wrecker company presently on call, or its duly authorized agent, shall tow the disabled vehicle and remove such vehicle from the public streets of the city. On each succeeding communication or the inability or refusal of an owner to name a wrecker company, the next wrecker company on the list shall be called, and proper rotation on such list be on a per-call basis for each wrecker company holding a permit in accordance with procedures established by the chief of police.
- (e) South Padre Island Police Department will be conducting periodic inspections for insurance, inspection certificates and permits of wreckers on rotation responding to calls for service. Wreckers that respond to calls for the police department that do not have an issued permit on file, will not be allowed to tow any vehicles. Violation of this article will result in a complaint filed against the wrecker company. The designated officer or person in charge of overseeing the wreckers on the rotation list can also upon request check receipts at the vehicle storage facility.

#### Sec. 11-211 PRIVATE PROPERTY TOWS

Only those wrecker companies approved and permitted by the city of South Padre Island can conduct private property contract towing within our city limits. Those approved tow companies will meet all the mandated requirements concerning licensing and insurance as specified in this ordinance. Private property towing includes but is not limited to condos, townhouses, and hotels. Wrecker companies approved to operate under the ordinance will agree to the following:

- (1) The wrecker service will have in their office, a signed agreement with the owner/manager of said private property, or whomever has the authority to legally represent the private property, indicating their desire to have the towing enforced.
- (2) For every vehicle towed, the wrecker service will indicate on their paperwork which private property representative approved that particular tow.
- (3) Fees for private property tows will be followed as specified in sec. 11-212 of this Article.
- (4) Wrecker services conducting private property tows, will within two (2) hours of towing a vehicle, notify the South Padre Island Police Department Dispatch by fax, using the designed form provided by the city, <u>and</u> by phone to a dedicated number. Phone numbers may be changed by giving notice to the Wrecker/Towing Companies. In the event of facsimile and/or phone problem, the wrecker service will drop-off the completed form to South Padre Island Police Department within the two-hour timeframe.

#### Sec. 11-212 MAXIMUM RATES

Approved wrecker companies conducting rotation and/or private towing services agree to follow the rates as set herein as a condition of being approved to operate within the city limits.

- (1) The wrecker service fees for vehicles under three tons:
- a. Police initiated / rotation calls: \$185.00
- b. Private property tows: \$200.00
- c. Add-on cost for equipment use, such as, dollies, go-jacks, skates and/or winching, the additional fee is \$30
- d. If the vehicle is located in high water an additional fee of \$50.00 per hour after the first hour may be charged.
- e. If the wrecker company is required to wait more than one hour after arriving on the scene of the tow to connect the vehicle an additional fee of \$7.50 may be charge for each 15 minutes in wait time after the first hour.

105

- f. If the vehicle owner or operator request that the vehicle be towed to a location outside the city limits the wrecker company may charge an additional fee of \$2.00 for every mile outside the city limits.
- (2) The wrecker service fee for vehicles over three tons in response to a call from any employee of the city acting in his official capacity, shall be \$250.00 per hour with a one hour minimum. Additionally, vehicle owners requiring heavy-duty or specialty wreckers will be able to make arrangements with a heavy-duty wrecker service, with fees that are reasonable for that service.
- (3) The wrecker service fee pursuant to sec. 11-213 of this Article, the "drop fee" shall be \$85.00.

#### Sec. 11-213 DROP FEES

If the owner or operator of a vehicle which is parked in violation of this Code or state law arrives after the wrecker has been physically attached to the vehicle, but before the vehicle is removed from the property, a towing company shall release the vehicle at the scene for a fee not to exceed the drop fee of \$85.00, as set forth in sec. 11-212 of this Article.

#### Sec. 11-214 SAFETY PRECAUTIONS

Each wrecker company that has been issued a permit by the police department shall follow standard safety precautions and operation procedures generally recognized in the wrecker business to and from and at the scene of an accident or collision and shall comply with all traffic laws, including local city ordinances. Each wrecker company at the scene of an accident or collision shall promptly remove all debris from the accident or collisions occurring on the public right of way.

#### Sec. 11-215 PENALTIES FOR VIOLATIONS

- (a) Any owner of a wrecker company, agent or employee of a wrecker company, driver or operator of a wrecker found guilty of violating this ordinance or any of the state laws, shall upon conviction be subject to a fine, as provided by Sec. 21-1 the Code of Ordinances.
- (b) Only permitted wrecker services of South Padre Island will be allowed to conduct police initiated rotation tows and private property contract tows for service. Unapproved and unpermitted wrecker companies conducting anything other than consent towing services to individuals will be issued a municipal court citation for violating this ordnance.
- (c) In addition to the remedies in this section, the city shall be entitled to injunctive or other civil remedy in any court of competent jurisdiction in accordance with the laws of the state.

#### Sec. 11-216 MAXIMUM NUMBER OF WRECKER COMPANIES

The number of wrecker companies approved to operate on the city South Padre Island rotation list and/or to conduct private property towing within the city limits, shall be set by the city council from time to time and such number may be increased or decreased at the discretion of the city council, based partially on the police chief's recommendation. The maximum number or names of wrecker companies may be changed by City Council by appropriate resolution. Upon adoption of this article, those wrecker companies which are currently on the city's rotation list shall be allowed to apply with the city to continue on the rotation list and/or to conduct private property towing service, if they meet the criteria set out in this ordinance, they shall remain on the rotation list. Following that process, any remaining positions on the rotation list shall be filled by drawing from a pool of applicants created by the chief of police and certified to qualify pursuant to this Article.

- (a) Currently the maximum amount of wrecker services authorized to conduct business on the police rotation list is four (4) wrecker services. They are: 1) Paradise Towing, 2) Bay Area Towing, 3) A-pro Island Beach Towing, and 4) Cantu's Towing.
- (b) Currently the maximum amount of wrecker services authorized to conduct private property towing services within the city limits of South Padre Island is four (4). They are: 1) Paradise Towing, 2) Bay Area Towing, 3) A-pro Island Beach Towing, and 4) Cantu's Towing.

Sec. 11-215 to 11-219 reserved.

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

MEETING DATE: 15 June 2016

NAME & TITLE: Patrick Barrineau, Director

**DEPARTMENT:** Shoreline Management

ITEM

Discussion and action to approve updated contract and authorize the Interim City Manager to execute contract between University of Texas Rio Grande Valley (UTRGV) and the City for student internship that better reflects the desire of the city to obtain pragmatic results of studies focused on assessing current coastal management programs and to provide a greater (and more formalized) structure to the internship program.

#### ITEM BACKGROUND

The student internship program sponsored by the city with the University of Texas – Rio Grande Valley brings a number of benefits to both entities. However, more specific direction, guidance, and monitoring of the student intern by city staff is needed to ensure the relationship's full potential is met from the perspective of both the city and university. This updated contract between UTRGV and the City of South Padre Island better reflects the desire of the city to obtain pragmatic results of studies focused on assessing current coastal management programs, and the desire of both the university and city to provide a greater (and more formalized) structure to the internship program.

#### BUDGET/FINANCIAL SUMMARY

There are no holistic changes to the budget for this internship in the department's line item (\$25,000 from acct. 560-0530), but there is a shifting of funds within. Tuition has increased from \$4,400 to \$6,500; in order to maintain a balanced final figure, we removed the difference \$2,100 from 'supplies' to cover tuition increases. This will not affect the program's success, as the department has funds available for purchasing equipment and supplies that both we and the student intern will find useful.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

 Sent to Legal:
 YES:
 NO:
 X

 Approved by Legal:
 YES:
 NO:
 X

Comments:

RECOMMENDATIONS/COMMENTS

### INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract ("Contract") is entered into effective the date of execution ("Effective Date"), by and between the Contracting Parties shown below, pursuant to authority granted in and in compliance with Chapter 791, Texas Government Code.

#### I.CONTRACTING PARTIES:

Receiving Party: City of South Padre Island a local government of the State of

Texas

Performing Party: The University of Texas Rio Grande Valley, an institution of

higher education and agency of the State of Texas

#### II.PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to conduct applied research with the purpose of evaluating current and future beach management practices.

#### III. STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("services"): Conduct applied research aimed at evaluating current and future shoreline management practices to help fill critical gaps needed to assist coastal managers with decision making. These gaps could include but are not limited to: beach-dune interaction, nearshore and swash zone morphodynamics, coastal dune vegetation succession, wave attenuation and sedimentation in seagrass and mangroves, or anthropogenic disturbances to any of these processes or forms. The research should be specifically designed to provide the receiving party with useful data, original findings about the Padre Island - Laguna Madre system, or improved methods to investigate relevant phenomena. This will grant the student the twofold benefit of; (1) access to the island for the purposes of training researchers in a field setting and (2) professional development via real-world experience navigating, developing, and implementing governmental regulatory structures for the purpose of promoting environmental, social, and economic sustainability through practical applications of sound scientific principles. The City of South Padre Island will provide orientation at the start of employment to establish a schedule of mentoring activities and clear, tangible expectations for the student, require quarterly reports to various committees, and require the attendance of the student to one committee meeting per month.

#### IV. WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under Chapter 791, *Texas Government Code*; (3) it has the necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under Chapter 791, Texas Government Code; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

#### V. CONTRACT AMOUNT:

The total amount of this Contract is: \$25,000.

#### VI.BASIS FOR CALCULATING COSTS:

Wages (20 hrs/wk) @ \$15/hr	\$15,600.00
Annual Tuition	\$6,500.00
Supplies	\$1,800.00
Mileage	\$600.00
Conference	\$500.00
TOTAL	\$25,000.00

#### VII. PAYMENT FOR SERVICES:

Receiving party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Act ("Act"), Chapter 2251, Texas Government Code.

Payment made under this Contract (1) is based on cost recovery, (2) will fairly compensate Performing Party for services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

#### VIII.TERM OF CONTRACT:

This Contract covers work performed during the period of September 1, 2015 through August 31, 2016.

#### IX.TERMINATION:

Either Party may terminate this Contract upon 30 days' advance written notice of termination to the other Party.

#### X. NOTICES:

All notices, consents, approvals, demands, requests or other cornmunications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party: City of South Padre Island

4601Padre Blvd

South Padre Island, TX 78597 Attention: William A. Dilibero If to Performing Party: The University of Texas Rio Grande Valley

1201 West University Drive

Edinburg, TX 78539

Attention: Yvette Perez Espindola Office of Sponsored Programs

or such other person or address as may be given in writing by either Party to the other in accordance with this Section.

#### XI.OTHER PROVISIONS:

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

**Assignment.** This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

**Public Records.** It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the ((Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

**Venue; Governing Law.** Cameron County, TX shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be constructed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Duly authorized representatives of the Contracting Agencies have executed and delivered this contract to be effective as of the date of the last signature.

RECEIVING PARTY	PERFORMING PARTY
City of South Padre Island	The University of Texas Rio Grande Valle
Ву:	Ву:
Date:	Date:

#### INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract ("Contract") is entered into effective the date of execution ("Effective Date"), by and between the Contracting Parties shown below, pursuant to authority granted in and in compliance with Chapter 791, Texas Government Code.

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Texas

Performing Party:

The University of Texas Rio Grande Valley, an institution of

higher education and agency of the State of Texas

#### II. PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to conduct applied research with the purpose of evaluating current and future beach management practices.

#### III. STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("services"): Conduct applied research aimed at evaluating current and future beach management practices to help fill critical gaps needed to assist coastal managers with decision making. The City of South Padre Island will require quarterly reports to various committees and the attendance of the student to one committee meeting per a month.

#### IV. WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under Chapter 791, *Texas Government Code*; (3) it has the necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under Chapter 791, Texas Government Code; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

#### V. CONTRACT AMOUNT:

The total amount of this Contract is: \$25,000.

#### VI. BASIS FOR CALCULATING COSTS:

Wages (20 hrs/wk) @ \$15/hr	\$ 15,600.00
Annual Tuition	\$ 4,400.00
Supplies	\$ 3,900.00
Mileage	\$ 600.00
Conference	\$ 500.00
-	\$ 25,000.00

#### VII. PAYMENT FOR SERVICES:

Receiving party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Act ("Act"), Chapter 2251, Texas Government Code.

Payment made under this Contract (1) is based on cost recovery, (2) will fairly compensate Performing Party for services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

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#### X. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party: City of South Padre Island

4601 Padre Blvd

South Padre Island, TX 78597 Attention: William A. DiLibero If to Performing Party: The University of Texas Rio Grande Valley

1201 West University Drive

Edinburg, TX 78539

Attention: Yvette Perez Espindola Office of Sponsored Programs

or such other person or address as may be given in writing by either Party to the other in accordance with this Section.

#### XI. OTHER PROVISIONS:

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

Venue; Governing Law. Cameron County, TX shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be constructed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the date of the last signature.

RECEIVING PARTY	PERFORMING PARTY
City of South Padre Island	The University of Texas Rio Grande Valley
By: MM	By: Martin Baylor, BYPFA
nu 10/2/15	m. vol sake

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

MEETING DATE: June 15,	, 2016	
NAME & TITLE: Jesse Ar	rriaga, Transit Director	
<b>DEPARTMENT:</b> Transit		
ITEM		
Understanding (MOU), which the City of South Padre Island	uthorize the Interim City Manager to approve the Me will establish a cooperative and mutually beneficial relation (Island Metro), the City of Brownsville (Brownsville Metro d the Lower Rio Grande Valley Development Council (Vall	onship between ro), the City of
ITEM BACKGROUND		
program designed to train new	ansit agencies have established a cooperative RGV Drivers transit drivers and provide continuing education to existing a Technical College will provide the training and certification	drivers. South
BUDGET/FINANCIAL SUMMAR	RY	
	ne fiscal agent for the RGV Driver Transit Academy projethe project budget and no other project partner will be oblines.	
COMPREHENSIVE PLAN GOAL	L	
<ul><li>4.I Increase ridership on Island</li><li>4.J Expand public transportation</li></ul>	d Metro by residents and visitors.	
LEGAL REVIEW		
	YES: NO: X YES: NO:	

Approve

RECOMMENDATIONS/COMMENTS

Memorandum of Understanding
Between The LRGVDC – Valley Metro
and
The City of Brownsville/Brownsville Metro
and
The City of South Padre Island/Island Metro
and
The City of McAllen/Metro McAllen

The following Memorandum of Understanding ("MOU") sets forth the terms of agreement for cooperation and consultation between the following: the LRGVDC – Valley Metro herein referred to as the ("Valley Metro"), the City of Brownsville/Brownville Metro, herein referred to as ("Brownsville Metro"), the City of South Padre Island/Island Metro, herein referred to as ("Island Metro") and the City of McAllen/Metro McAllen, herein referred to as ("Metro McAllen").

#### I. Purpose of MOU

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties to disseminate information and make appropriate referrals. Valley Metro has received funding from the Texas Department of Transportation to provide driver training services through a partnership between South Texas College (STC), Texas State Technical College (TSTC), Island Metro, Brownsville Metro and Metro McAllen.

The RGV Drivers Academy establishes a pilot program designed to train new drivers for work at public transit agencies in the lower Rio Grande Valley. The transit partners include City of Brownsville – B Metro, City of McAllen – Metro McAllen, City of South Padre Island – Island Metro, and the Lower Rio Grande Valley Development Council – Valley Metro. South Texas College (a local public college with campuses in Hidalgo and Starr Counties) and Texas State Technical College (a state college with a campus in Harlingen) will provide the training. Both STC and TSTC have operated truck driver training programs since 1997 and STC has operated a school bus driver training program since 2007. Workforce solution (serving Cameron, Hidalgo, Willacy and Starr Counties) will provide candidate referrals.

#### II. Duration of MOU

The MOU becomes effective when fully executed by all parties or on May 5, 2016, or whichever is later and shall remain in full force and effect until August 31, 2016 in accordance with the terms set forth herein.

#### III. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with each party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

Page 1 of 5

#### IV. Responsibilities of the Parties under the MOU

In consideration of the mutual aims and desires of the parties to this MOU and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this MOU shall be as follows:

#### A. LRGVDC:

#### LRGVDC will

- Be responsible for payment to STC & TSTC for cost of training on behalf of Valley Metro, Brownsville Metro, Island Metro and Metro McAllen.
- 2. Be responsible for requesting reimbursement from TxDOT for payments made to STC & TSTC.

#### B. LRGVDC – Valley Metro:

#### Valley Metro will

- 3. Serve as the fiscal agent for the RGV Driver Transit Academy project.
- Work directly with its partners, STC, TSTC, Metro McAllen, Island Metro, and Brownsville Metro to monitor, manage and report all criteria in accord with the requirements of Texas Department of Transportation (TxDOT) and the Federal Transit Administration (FTA).
- 5. Screen and interview interested candidates, Valley Metro only.
- Select applicants for hire; present them with letter of intent to hire; and recommend to TSTC and or STC for training.
- 7. Place in employment upon successful completion of Academy, Valley Metro only.
- 8. Evaluate the success of this project utilizing the performance measures:
  - An 80% entry into unsubsidized employment through 120 hours of training for transit bus driving with transit partners. Benchmarks and measures will be monitored by lead agency.
  - An 80% retention in employment 12 months after job entry through tracking of placement. Benchmarks and measures will be monitored by lead agency.
  - An 80% completion of the training by the total number enrolled. Benchmarks and measures will be monitored by lead agency.
  - An 80% attainment of licensure of those who successfully complete the training program.
     Benchmarks and measures will be monitored by lead agency.
- 9. In addition, a continuing education element is included to provide refresher training for existing drivers. This training will consist of a recertification process lasting 16 hours over 2 days (8 hours per day) and it will include, but not be limited to, Passenger Assistance, Defensive Driving, Customer Service, Dealing with Difficult People, Drug & Alcohol, Safety & Security, Pre/Post

Trip Inspections etc. The recertification training will be available to all transit systems in the Rio Grande Valley on a first come first serve basis.

10. Conduct monthly meetings with the Metro McAllen, Island Metro, Brownsville Metro, TSTC, STC, and Workforce Solution to ensure the goals and objectives are being met as well as to discuss efficiencies and possible project modifications.

### C. City of Brownsville/Brownsville Metro:

#### Brownsville Metro will:

- 1. Screen and interview interested candidates, Brownsville Metro only.
- Select applicants for hire; present them with letter of intent to hire; and recommend to TSTC and or STC for training.
- 3. Place in employment upon successful completion of Academy, Brownsville Metro only.

#### D. City of South Padre Island/Island Metro:

#### Island Metro will:

- 1. Screen and interview interested candidates, Island Metro only.
- Select applicants for hire; present them with letter of intent to hire; and recommend to TSTC and or STC for training.
- 3. Place in employment upon successful completion of Academy, Island Metro only.

#### E. City of McAllen/Metro McAllen:

#### Metro McAllen will:

- 1. Screen and interview interested candidates, Metro McAllen only.
- Select applicants for hire; present them with letter of intent to hire; and recommend to TSTC and or STC for training.
- 3. Place in employment upon successful completion of Academy, Metro McAllen only.

#### F. All Parties shall:

- Develop and implement an efficient and effective training program between the Parties;
- Exchange information and coordinate activities and programs for a more streamlined and efficient program system;
- Provide cross training, as appropriate, between the staff of the Parties regarding program opportunities, services, policies, and procedures;

Page 3 of 5

- 4. Maintain the confidentiality of participant information and use participant data only in the administration of the Parties' programs to the furthest extent allowed by law; and
- Designate a liaison whose functions will include serving as a resource to their agency for implementation of the MOU, providing guidance for the implementation of services under the MOU, coordinating communication and meetings between the Parties to review policy, procedures and other issues related to the MOU, and coordinating interagency training programs.

#### V. Allocation of Cost

LRGVDC assumes full responsibility for their respective costs associated with their performance of the terms of this MOU as set out in the budget of the submitted grant proposal. In no event, except as may be provided in a Supplemental MOU, shall any party be obligated to pay or reimburse any expense incurred by another party under this MOU.

#### VI. Amendment or Cancellation of MOU

The MOU may be amended at any time in writing and by mutual consent of the parties. The MOU may be terminated by either party upon thirty (30) days written notice. Where one party believes that there has been a material breach of any provisions herein, notice must be provided in writing which allows the other party ten (10) days to resolve the allegation to the satisfaction of the other party. If the alleged breach remains unresolved at the end of ten (10) days, the MOU may be cancelled immediately upon a second written notice.

### Approved:

The undersigned parties bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall not become effective until approved by all parties involved.

#### DUPICATE ORIGINALS

LRGVDC/Valley Metro	
	5/10/2016 Date
Signature	Date
RONGARTA - RADEA	
Name and Title	
	5/16/16 Date
Name and Title	
The City of McAllen/Metro McAllen  Docing J  Signature  Roel Rodriguez, P.E. city Marge  Name and Title	Date 10, 2016
The City of South Padre Island/Island Metro	
Signature	Date
Name and Title	
	Approved as to legs by and form this day of 20  Name: Title: Office of the City Attorney 1001 E. Elizabeth Street
Page 5 of 5	1001 E. Elizabeth Street 1001 E. Elizabeth Street Brownsville, TX 78520 Phone (956) 548-6011 Fax (956) 546-4291

Page 5 of 5

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

MEETING DATE: June 15, 2016

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

**DEPARTMENT:** Finance

ITEM

Discussion and action to select a primary depository bank and authorize the Interim City Manager to enter into an agreement that will commence on October 1, 2016 and terminate on September 30, 2018 with three additional one-year extension options.

### ITEM BACKGROUND

Valley View Consulting, L.L.C.; the city's investment advisor, assisted the City of South Padre Island with the Primary Depository Bank Services Request for Applications project.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act. Two bank applications were received from:

- International Bank of Commerce
- Wells Fargo Bank

A project recap memorandum is attached as backup detailing the procedure, application analysis, fees, a net income (cost) analysis as well as a recommendation.

## BUDGET/FINANCIAL SUMMARY

Fees will be budgeted in FY 2016-17 based on the bank selected by council.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW		
Sent to Legal: Approved by Legal:	YES:	NO: NO:
Comments:		
RECOMMENDATIONS/C	OMMENTS	

International Bank of Commerce has been a responsive business partner over the current contract period. Based on the service levels provided, the lowest proposed fees, earnings credit and higher interest income over the expected 5-year term of the new contract, Valley View Consulting is recommending that the City Council authorize the City Manager to negotiate and execute a contract with International Bank of Commerce to continue to provide Primary Depository Bank Services to the City.



June 1, 2016

Rodrigo Gimenez Finance Director City South Padre Island 4601 Padre Blvd. South Padre Island, TX 78597

Dear Mr. Gimenez:

As part of the services provided under the current Investment Advisory Agreement, we welcome the opportunity to assist the City of South Padre Island (the "City") with this Primary Depository Bank Services Request for Applications (the "RFA") project.

The objective of this engagement was to select a primary depository bank following the expiration of the current contract which ends September 30, 2016. This agreement, when approved, will commence on October 1, 2016 and terminate on September 30, 2018 with three additional one-year extension options which will extend through September 30, 2021 if executed.

## Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City's financial and purchasing policies and Investment Policy.

The RFA project was conducted as follows:

- Analyzed historical bank service usage and balance records.
- 2. Reviewed the minimum banking services and potential additional services.
- Developed a list of eligible financial institutions within the City's service area parameters:



- a. First Community Bank
- b. First National Bank of South Padre Island
- c. International Bank of Commerce (Incumbent)
- d. Lone Star National Bank
- e. Wells Fargo Bank
- 4. Contacted the financial institutions to confirm distribution information, describe process, and identify the designated recipient.
- 5. Drafted the RFA for City review and approval.
- 6. Posted the notice and advertised as required.
- 7. Distributed RFAs to the identified and receptive financial institutions.
- 8. Held a non-mandatory pre-application conference that was attended by representatives of:
  - Wells Fargo Bank
- 9. No additional RFA requests were received as a result of the advertisement.
- 10. By the closing deadline, applications were received from:
  - a. International Bank of Commerce (Incumbent) and
  - b. Wells Fargo Bank

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

- 1. Ability to perform and provide the required and requested services,
- 2. Completeness of application and agreement to points in the RFA,
- 3. Convenience of locations.
- 4. Cost of services,
- 5. Earnings credit calculation on compensating balances,
- 6. Financial strength and stability of the institution.
- 7. Funds availability,
- 8. Interest paid on interest bearing accounts and deposits,
- 9. Previous service relationship with the City, and
- 10. Reputation of respondent and quality of services,

### **Application Analysis**

The analysis began with an overall review of each bank's general financial strength and ability to provide the bank services necessary to meet the City's current and future service needs. Each of the responding banks exhibited acceptable financial strength.

The pricing component of the two applications was reasonability competitive. However, there were major response "qualified answers" that caused selection concern. IBC would not commit to provide the "required" Security Clearance/Safekeeping, services. Wells Fargo Bank's



Custodial Agreement allows unilateral collateral release by the Bank. The attached Bank RFA Analysis highlights the details of each response.

### Fees

Each bank's fee schedule was analyzed based on the City's banking service needs and estimated activity levels. Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives (including waived fees, supplies and check scanners):

	Est. Monthly Fees	Est. 2 Year Fees	Est. 5 Year Fees
International Bank of Commerce	\$563	\$13,512	\$33,779
Wells Fargo Bank	\$1,133	\$22,793	\$63,581

## Net Income/(Cost)

The average balance that the City has maintained over the last year has been approximately \$13,000,000. Each bank's potential earnings credit rates were considered as "soft-dollar" earnings credit to be netted against the estimated service charges. Remaining balances were invested in each bank's "hard" interest deposit option. IBC offered a higher interest-bearing NOW account - \$1,000,000 was estimated as the minimum DDA Compensating Balance. Wells Fargo's Compensating Balance was estimated to be \$4,550,000. The estimated five year financial impact of the combination of earning credit and hard interest income on the overall proposals submitted by the two banks is provided below:

	International Bank of Commerce	Wells Fargo
Fees	(\$33,779)	(\$63,581)
Earnings Credit	6,750	56,875
Hard Interest Earned	120,000	40,983
Net 5 Year Income/(Cost)	\$92,971	\$34,277
Net Income/(Cost) Per Month	\$1,550	\$571

### Recommendation

International Bank of Commerce has been a responsive business partner over the current contract period and based on the service levels provided, the lowest proposed fees, earnings credit and higher interest income over the expected 5-year term of the new contract. The Security Clearance/Safekeeping service, although used prior to 2007, will most likely not be needed in the near term. Therefore, we recommend that the City Council authorize the City Manager to negotiate and execute a contract with International Bank of Commerce to continue to provide Primary Depository Bank Services to the City.



Upon approval, the new contract will commence on October 1, 2016.

Please contact Dick or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the City.

Sincerely,

T. H. Ross

Valley View Consulting, L.L.C.

Attachments

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

MEETING DATE:	June 15, 2016				
NAME & TITLE:	Keith Arnold, CVB	Director			
DEPARTMENT:	Convention & Visit	ors Bureau			
ITEM					
Discussion and action amount of \$60,000 for authorize the Interim	or the firework display	ys for the July Fo			
ITEM BACKGROUND					
The CVB went out for	or Request for Propos	als (RFP) and or	nly one o	company respon	ded.
BUDGET/FINANCIAL	SUMMARY				
This is a budgeted ite	m – no additional mo	onies needed.			
COMPREHENSIVE PI	LAN GOAL				
LEGAL REVIEW					
Sent to Legal:	YES:		NO: _	X	
Approved by Legal:	YES:		NO: _	_X	
Comments:					
RECOMMENDATION	S/COMMENTS				

# PYRO SHOWS OF TEXAS 6601 NINE MILE AZLE ROAD FORT WORTH, TX 76135

# **Contract Agreement**

This Agreement, made this \_\_ Day of June 2016, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as PYRO SHOWS and THE CITY OF SOUTH PADRE ISLAND, with its principle place of business located at 4601 Padre Boulevard, South Padre Island, Texas, hereinafter referred to as "Customer."

#### WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal 16-TX-2016 SEASON-CUST-6000-0106 dated this 31<sup>st</sup> Day of May, 2016. The show will be given on the **4**<sup>th</sup> of **July and Labor Day Weekend 2016**. In case of rainout, display show will be held on

The City shall have the right and option to renew the term of this contract for three (3) additional one-year periods by given written notice to Pyro Shows of Texas, Inc.

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty percent (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of fireworks debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: To the extent permitted by law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: To the extent permitted by law, this agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VII. PERMITS AND LICENSES: PYRO SHOWS shall be responsible for and Customer agrees to assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts

Page 1 of 4

VIII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS: Except as provided for in Section VII. PERMITS AND LICENSES, promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1\2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XV, unless this provision is prohibited by law.

X. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer and Customer's Sponsors as additional insured's under the terms of this coverage. Pyro Shows of Texas, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. PAYMENT TERMS: THE CITY OF SOUTH PADRE shall pay PYRO SHOWS \$60,000 plus all applicable taxes. Customer shall submit a 50% deposit (\$30,000) upon return of signed contract by June 15, 2016. Balance will be due in PYRO SHOWS per the specifications outline in the RFP set out by City of South Padre.

XV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS OF TEXAS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.		
BY:Steve Frantz, Vice President	Date	
THE CITY OF SOUTH PADRE ISLAND		
BY:		Date
	Page 2 of 4	

### WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

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

MEETING DATE: June 15, 2016

NAME & TITLE: J. Victor Baldovinos, Environmental Health Director

**DEPARTMENT:** Environmental Health Services

### ITEM

Discussion and action to approve a budget amendment to allocate funds from the Beach Maintenance Fund Fiscal Year 2015-2016 in the amount of \$42,556 for the "Treasure It... Don't Trash It" Anti-Litter Beach Program. (Tabled from the June 9, 2016 City Council Special meeting)

## ITEM BACKGROUND

When the "Treasure it... don't trash it" Anti-Litter Campaign began, it had 2 Litter Patrol Officers and on its fourth year, it has 4 Litter Patrol Officers. Every year, staff has made the program better. Although, the number of beach-goers increases as the economy has improved, so has the amount of litter and glass on beach, and the amount of citations and warnings issued.

It is apparent the beach is getting busier with every summer. Litter Patrol Officers do their best to keep the beach clean from morning to dusk. Additional officers tasked with public education and enforcement is an essential part of keeping our beaches clean and beautiful.

Having more Litter Patrol Officers will require additional supplies, uniforms, and vehicles.

### BUDGET/FINANCIAL SUMMARY

Increase Part-time - 60-532-0040	\$19000 (Employees)
Increase Payroll Taxes	\$1,535
Increase Workers Comp - 60-532-0083	\$116
Increase Unemployment – 60-532-0084	\$380
Increase Wearing Apparel – 60-532-0130	\$325 (Shirts for employees)
Increase Motor Vehicles - 540-0420-04	\$21000 (Polaris Rangers)
Increase Office Printing – 60-532-0118	\$200 (Citation and Notice to Comply
Books)	

## COMPREHENSIVE PLAN GOAL

- 5.0 Conserve marine life and other habitats to ensure environmental quality
- 5.12 Promote public education regarding dune protection and beach cleanliness via signs and printed media.
- 5.15 Implement a "Leave nothing but footprints" campaign or similar slogan
- 3.K Public beaches and bay front shores, dunes, access, and ecological health should be proactively preserved and protected.
- 6.I Continue to provide adequate services

LEGAL REVIEW			
Sent to Legal: Approved by Legal:	YES:	NO: NO:	
Comments:			
RECOMMENDATIONS/CO	OMMENTS		

Staff recommends approval.