

**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:

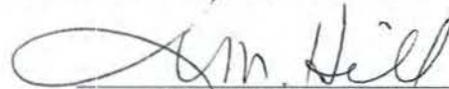
**WEDNESDAY, JULY 20, 2016**  
5:30 P.M. AT THE MUNICIPAL BUILDING,  
CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

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]*
4. Presentations and Proclamations:
5. Approve Consent Agenda:
  - a. Approve minutes of June 30, 2016 Special meeting and July 6, 2016 Regular meeting. (Hill)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve installation of the City Logo signage on the Community Center in the amount of \$3,711.40, approve Change Order #6 for same amount, as well as, budget amendment for \$1,712. (Gutierrez)
  - d. Approve Interlocal Agreement with Laguna Madre Water District in the amount of \$15,000 to clean the City's storm drains. (Gutierrez)
  - e. Approve second and final reading of Ordinance No. 16-15 amending Section 4-27 "Standards for Construction" by adding Subsection 4-27(Z) prohibiting chain link fences while allowing vinyl-coated chain link fences temporarily for construction sites and allow for tennis and basketball courts only. (Bagley)
6. Discussion and action to approve first reading of Ordinance No. 16-16 amending Sec. 11-216 of Chapter of the Code of Ordinances pertaining to wrecker companies (tow trucks) and increasing the allowed maximum to five (5). (Smith)
7. Discussion and possible action regarding a request for abandonment of portion of Kingfish Street public right-of-way west of Laguna Boulevard by Sand Castle Council of Co-Owners, Inc., Sand Castle II Association of Co-Owners, Inc. and Sand Castle III Association of Co-Owners, Inc. (collectively referred to as the "Associations"). (Munarriz)

8. Public Hearing and discussion and action regarding a Specific Use Permit for a Substance Abuse Treatment Facility proposed at Lot 1, Block 179, Fiesta Isles Subdivision, Section XII: (Kim)
  - a. PUBLIC HEARING: to discuss permitting a specific use for a substance abuse treatment facility proposed at Lot 1, Block 179, Fiesta Isles Subdivision, Section XII.
  - b. Discussion and action on a specific use for a substance abuse treatment facility proposed at Lot 1, Block 179, Fiesta Isles Subdivision, Section XII.
9. Update presentation of the Gulf Boulevard Phase 4 project schedule. (Gutierrez)
10. Discussion and action to approve Beach & Dune permit for the proposed Marriott Hotel located at 6700 Padre Boulevard (immediately south of Clayton's Beach Bar and Grill and immediately north of the Tiki Condominium complex) for the construction of a deck and walkover. (Barrineau)
11. 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 15<sup>TH</sup> DAY OF JULY 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 **JULY 15, 2016**, AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.



  
Susan M. Hill, City Secretary

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

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

**MEETING DATE:** July 20, 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 30, 2016 Special meeting and July 6, 2016 Regular meeting. (Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve installation of the City Logo signage on the Community Center in the amount of \$3,711.40, approve Change Order #6 for same amount, as well as, budget amendment for \$1,712. (Gutierrez)
- d. Approve Interlocal Agreement with Laguna Madre Water District in the amount of \$15,000 to clean the City's storm drains. (Gutierrez)
- e. Approve second and final reading of Ordinance No. 16-15 amending Section 4-27 "Standards for Construction" by adding Subsection 4-27(Z) prohibiting chain link fences while allowing vinyl-coated chain link fences temporarily for construction sites and allow for tennis and basketball courts only. (Bagley)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda

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

**MEETING DATE:** July 20, 2016

**NAME & TITLE:** Susan Hill, City Secretary

**DEPARTMENT:** City Manager's Office

**ITEM**

Approve minutes of June 30, 2016 Special meeting and July 6, 2016 Regular meeting.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:              YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Minutes

5-2

**MINUTES  
CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL SPECIAL MEETING**

**THURSDAY, JUNE 30, 2016**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Special Meeting on Thursday, June 30, 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 3:00 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, Finance Director Rodrigo Gimenez 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 ACTION TO ENACT A RESOLUTION APPROVING CALLING A SPECIAL ELECTION TO ENACT AN INCREASE OF HOTEL OCCUPANCY TAX BY 2% (VENUE PROJECT) AND SUBMIT THE RESOLUTION TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE PURPOSE OF OBTAINING REVIEW AND PRECLEARANCE UNDER CHAPTER 334 OF THE TEXAS LOCAL GOVERNMENT CODE.**

Council Member Stahl made a motion, seconded by Council Member Metty to approve Resolution No. 2016-18 expressing intent to call a Special Election for a Venue Project and to authorize a Hotel Occupancy Tax to finance the Venue Project. Motion carried on a unanimous vote.

Venue Projects to be considered would be planning, design, development, renovation and construction of Convention Center annex, Padre Boulevard medians and improvements, amphitheater(s), improvements for sports and community venue projects and related land purchase, automobile parking facility and related land purchase or facility owned by the City of South Padre Island. Motion

**V. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 3:44 p.m.

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Susan M. Hill, City Secretary

APPROVED

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Bharat R. Patel, Mayor

DRAFT

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

**WEDNESDAY, JULY 6, 2016**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, July 6, 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 and Assistant City Attorney Kathy Cunningham.

City staff members present were Interim City Manager Darla Jones, Public Safety Director Randy Smith, Public Works Director Armando Gutierrez, Development Director Sungman Kim, Environmental Health Director Victor Baldovinos, Permit/Parks & Recreation Program Manager Mary Kay Hancock, Building Official Jay Mitchim 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:**

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

**a. APPROVE MINUTES OF JUNE 15, 2016 JOINT WORKSHOP, WORKSHOP AND REGULAR MEETING, JUNE 21, 2016 WORKSHOP, JUNE 22, 2016 SPECIAL MEETING AND JUNE 24, 2016 SPECIAL MEETING. (HILL)**

**b. APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**

Invoices approved for payment were paid by General Fund check numbers 135724 through 135881 and EFT payments totaling \$713,663.57.

5-5

- c. **APPROVE CHANGE ORDER #4 (REVISED) FOR THE JOHN L. TOMPKINS PARK FOR THE REPLACEMENT OF THE ASPHALT PARKING LOT TO BRICK PAVERS IN AN AMOUNT NOT TO EXCEED \$60,000 AND APPROVE A BUDGET AMENDMENT IN THE SAME AMOUNT. (GUTIERREZ)**
- d. **APPROVE A CHANGE ORDER IN THE AMOUNT OF \$30,000 THROUGH THE LAGUNA MADRE WATER DISTRICT FOR THE REPLACEMENT OF TEN (10) FIRE HYDRANTS ON GULF BOULEVARD ASSOCIATED WITH THE GULF BOULEVARD PHASE 4 PROJECT. (GUTIERREZ)**
- e. **APPROVE FISCAL YEAR 2016-17 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PADRE ISLAND AND THE FRIENDS OF ANIMAL RESCUE. (BALDOVINOS)**
- f. **APPROVE RESOLUTION NO. 2016-19 TO REPLACE THE LICENSED VETERINARIAN ON THE SOUTH PADRE ISLAND ANIMAL ADVISORY COMMITTEE. (BALDOVINOS)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2016-19, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- g. **APPROVE A RESOLUTION OF SUPPORT (RESOLUTION NO. 2016-20) FOR AUTHORIZING CLOSURE OF THE QUEEN ISABELLA MEMORIAL CAUSEWAY FOR THE 2<sup>ND</sup> ANNUAL SPI MARATHON ON NOVEMBER 12, 2016 AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PERMITTING OF THE EVENT. (HANCOCK)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2016-20, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- h. **APPROVE EXCUSED ABSENCE FOR COUNCIL MEMBER ALITA BAGLEY FROM THE JUNE 24, 2016 SPECIAL CITY COUNCIL MEETING. (BAGLEY)**

**VI. DISCUSSION AND ACTION ON APPEAL TO THE DECISION MADE BY THE DEVELOPMENT STANDARDS REVIEW TASK FORCE WHICH DENIED THE USAGE OF EXTERIOR METAL SIDING TO THE BUILDING (CANOPY STRUCTURE) LOCATED AT 1314 PADRE BOULEVARD. (KIM)**

An appeal was made by Yehuda Azoulay to reverse the decision made by the Development Standards Review Task Force, which denied the usage of exterior metal siding to the canopy structure located at 1314 Padre Boulevard at their June 15, 2016 meeting.

Council Member Avalos made a motion to accept staff recommendation to deny the appeal and uphold the Development Standards Review Task Force decision to deny this request. Council Member Bagley seconded the motion, which passed unanimously.

**VII. DISCUSSION AND ACTION TO APPROVE THE 2016-17 FISCAL YEAR BUDGET FOR THE SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT CORPORATION. (J. WILLIAMS/EDC)**

After a presentation of the 2016-17 EDC budget by EDC Secretary/Treasurer, Ron Pitcock, Council Member Stahl made a motion to accept the EDC budget. Motion was seconded by Council Member Metty, which carried on a unanimous vote.

**VIII. DISCUSSION AND POSSIBLE ACTION TO CREATE A COMMITTEE TO LOOK AT AND MAKE RECOMMENDATIONS TO IMPROVE THE ENTERTAINMENT DISTRICT AREA ON SOUTH PADRE ISLAND. (PATEL)**

Council Member Bagley made a motion, seconded by Council Member Metty to form a committee consisting of two Council Members, EDC member, stakeholders from the Entertainment District and city staff to look at and make recommendations to improve the Entertainment District area. Motion passed unanimously.

**IX. DISCUSSION AND POSSIBLE ACTION TO CREATE A COMMITTEE TO EVALUATE OPTIONS AND MAKE A RECOMMENDATION FOR PROVIDING THE CITY'S LEGAL SERVICES. (METTY/STAHL)**

After some discussion, Council Member Metty made a motion to postpone this item until the November 16, 2016 City Council meeting. Council Member Stahl seconded the motion, which carried on a unanimous vote.

**X. DISCUSSION AND ACTION TO APPROVE FIRST READING OF ORDINANCE NO. 16-15 AMENDING SECTION 4-27 "STANDARDS FOR CONSTRUCTION" BY ADDING SUBSECTION 4-27(Z) PROHIBITING CHAIN LINK FENCES WHILE ALLOWING VINYL-COATED CHAIN LINK FENCES TEMPORARILY FOR CONSTRUCTIONS SITES ONLY. (BAGLEY)**

Council Member Bagley made a motion, seconded by Council Member Metty to approve first reading of Ordinance No. 16-15 with the addition to allow vinyl-coated chain link fences for tennis and basketball courts. Motion passed unanimously.

**XI. DISCUSSION AND ACTION TO APPROVE FIRST READING OF ORDINANCE NO. 16-16 AMENDING CHAPTER 11 BY ADDING ARTICLE XI REMOVING THE MAXIMUM NUMBER OF QUALIFIED WRECKER SERVICE PERMITS IN WHICH THE CITY OF SOUTH PADRE ISLAND ISSUES AND/OR CONTROLS. (SMITH)**

This item was pulled.

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

Interim City Manager Darla Jones gave an update on current city projects. A request to add another column entitled "original completion date" was made.

**XIII. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 7:04 p.m.

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Susan M. Hill, City Secretary

APPROVED

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Bharat R. Patel, Mayor

DRAFT

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

**MEETING DATE:** July 20, 2016

**NAME & TITLE:** Rodrigo Gimenez, Finance Director

**DEPARTMENT:** Finance

**ITEM**

Approve invoices for payment by General Fund checks numbered 135883 through 135978 and EFT payments totaling \$717,645.31.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001277	AAA LOCKSMITH	I-70716	01 48042	MISCELLANEOUS;	REFUND APPLICATION F 135884		250.00
VENDOR 01-001277 TOTALS							250.00
01-002434	CINDY BOUDLOCHE	I-DWC201607116004	01 2469	DEBTORS WAGE :	CASE NO 11-70848-M-1 135924		2,717.32
01-002434	CINDY BOUDLOCHE	I-DWD201607116004	01 2469	DEBTORS WAGE :	CASE NO 14-10370 135924		542.31
VENDOR 01-002434 TOTALS							3,259.63
01-003185	OFFICE OF THE ATTY GEN	I-C00201607116004	01 2473	CHILD SUPPORT:	ORDER # 2015-DCL-018 000000		182.50
01-003185	OFFICE OF THE ATTY GEN	I-C10201607116004	01 2473	CHILD SUPPORT:	A/N 2004094864B 000000		282.92
01-003185	OFFICE OF THE ATTY GEN	I-C13201607116004	01 2473	CHILD SUPPORT:	A/N 0013262861 000000		103.85
01-003185	OFFICE OF THE ATTY GEN	I-C16201607116004	01 2473	CHILD SUPPORT:	A/N 2002031289D 000000		146.77
01-003185	OFFICE OF THE ATTY GEN	I-C1C201607116004	01 2473	CHILD SUPPORT:	ORDER NO 2015-DCL-56 000000		456.92
01-003185	OFFICE OF THE ATTY GEN	I-C21201607116004	01 2473	CHILD SUPPORT:	A/N 0011549506 000000		146.31
01-003185	OFFICE OF THE ATTY GEN	I-C51201607116004	01 2473	CHILD SUPPORT:	A/N 0012375322 000000		294.33
01-003185	OFFICE OF THE ATTY GEN	I-C59201607116004	01 2473	CHILD SUPPORT:	#0009529310 000000		162.46
01-003185	OFFICE OF THE ATTY GEN	I-C67201607116004	01 2473	CHILD SUPPORT:	ORDER NO 2012-DCL-00 000000		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201607116004	01 2473	CHILD SUPPORT:	A/N 0010353126 000000		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201607116004	01 2473	CHILD SUPPORT:	ORDER #2012-DCL-0866 000000		348.92
01-003185	OFFICE OF THE ATTY GEN	I-C91201607116004	01 2473	CHILD SUPPORT:	AG 0012920905 000000		296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201607116004	01 2473	CHILD SUPPORT:	ORDER # 99125207D 000000		127.38
01-003185	OFFICE OF THE ATTY GEN	I-C95201607116004	01 2473	CHILD SUPPORT:	CASE #0013025749 000000		150.92
VENDOR 01-003185 TOTALS							3,010.66
01-003903	FRANCISCO CUEVAS	I-62116	01 2484	VISION :	REFUND VISION INS. D 135892		6.75
VENDOR 01-003903 TOTALS							6.75
01-006035	FAMILY SUPPORT REGISTR	I-C85201607116004	01 2473	CHILD SUPPORT:	CS 458-85-6258 11CV 135932		219.47
VENDOR 01-006035 TOTALS							219.47
01-007001	ANA GARZA	I-C04201607116004	01 2473	CHILD SUPPORT:	A/N 2003-03-1480-B 135935		194.88
VENDOR 01-007001 TOTALS							194.88
01-019222	S.P.I. FIREFIGHTERS AS	I-71216	01 2472	FIREFIGHTERS :	ASSOCIATION DUES; 7/ 135962		377.00
VENDOR 01-019222 TOTALS							377.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 2

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: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019327	SOUTH PADRE ISLAND PRO	I-71216	01 2467	POLICE DEPT A:	ASSOCIATION DUES; JU	999999	180.00
VENDOR 01-019327 TOTALS							180.00
01-020057	TML MULTISTATE IEBP	I-070116	01 2461	TML MEDICAL :	JULY 2016 MEDICAL PR	999999	11,464.70
01-020057	TML MULTISTATE IEBP	I-070116	01 2484	VISION :	JULY 2016 MEDICAL PR	999999	459.00
VENDOR 01-020057 TOTALS							11,923.70
01-020100	T.M.R.S.	I-71216	01 2470	T.M.R.S. :	JUNE 2016 CONTRIBUTI	999999	57,694.54
VENDOR 01-020100 TOTALS							57,694.54
01-020123	TML-INTERGOVERNMENTAL	I-62016	01 1400	PREPAID EXPEN:	TMLIRP WINDSTORM 7/0	135912	57,140.61
VENDOR 01-020123 TOTALS							57,140.61
01-1	VANESSA FLORES	I-000201605245987-1	01 2424	MUN. COURT BO:	VANESSA FLORES: BOND	135976	340.00
01-1	RIVAS, ASHLEY NICOLE	I-000201606276000	01 2424	MUN. COURT BO:	Bond Refund:39939A	135919	270.00
VENDOR 01-1 TOTALS							610.00
DEPARTMENT						NON-DEPARTMENTAL	TOTAL: 134,867.24

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-070116	01 512-0081	GROUP INSURAN;	JULY 2016 MEDICAL PR	999999	1,539.00
					VENDOR 01-020057 TOTALS		1,539.00
01-020100	T.M.R.S.	I-71216	01 512-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	3,434.89
					VENDOR 01-020100 TOTALS		3,434.89
DEPARTMENT 512 CITY MANAGERS OFFICE						TOTAL:	4,973.89

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

FAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-070116	01 513-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	2,031.46
					VENDOR 01-020057 TOTALS		2,031.46
01-020100	T.M.R.S.	I-71216	01 513-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	3,672.56
					VENDOR 01-020100 TOTALS		3,672.56
DEPARTMENT 513 FINANCE DEPARTMENT						TOTAL:	5,704.02

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013269	MITY-LITE, INC	I-00028088	01 514-9042	COMMUNITY CEN:	Chair and table cart	135949	1,145.14
					VENDOR 01-013269 TOTALS		1,145.14
01-020057	TML MULTISTATE IEBP	I-070116	01 514-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	820.80
					VENDOR 01-020057 TOTALS		820.80
01-020100	T.M.R.S.	I-71216	01 514-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	1,774.85
					VENDOR 01-020100 TOTALS		1,774.85
DEPARTMENT 514 PLANNING DEPARTMENT						TOTAL:	3,740.79

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019140	SHORETEL INC.	I-0670139	01	515-0501	COMMUNICATION:	VOIP PHONE SERVICE	135960	3,309.42
						VENDOR 01-019140 TOTALS		3,309.42
01-020057	TML MULTISTATE IEBP	I-070116	01	515-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR 999999		746.72
						VENDOR 01-020057 TOTALS		746.72
01-020100	T.M.R.S.	I-71216	01	515-0080	TMRS	: JUNE 2016 CONTRIBUTI 999999		1,896.81
						VENDOR 01-020100 TOTALS		1,896.81
DEPARTMENT 515 TECHNOLOGY DEPARTMENT							TOTAL:	5,952.95

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006101	FIRST CHECK	I-6935	01 516-0530	PROFESSIONAL :	PRE-EMPLOYMENT SCREE	135933	66.50
					VENDOR 01-006101	TOTALS	66.50
01-019243	MEDICAL ASSOCIATES OF	I-7816	01 516-0530	PROFESSIONAL :	RANDOM SCREENING:	135963	25.00
					VENDOR 01-019243	TOTALS	25.00
01-020057	TML MULTISTATE IEBP	I-070116	01 516-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	1,241.20
					VENDOR 01-020057	TOTALS	1,241.20
01-020100	T.M.R.S.	I-71216	01 516-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	2,172.96
					VENDOR 01-020100	TOTALS	2,172.96
DEPARTMENT 516 HUMAN RESOURCES						TOTAL:	3,505.66

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004101	STUART J. DIAMOND	I-70116	01 520-0530	PROFESSIONAL	: SPEC. PROSECUTOR	201 999999	1,335.00
						VENDOR 01-004101 TOTALS	1,335.00
01-020057	TML MULTISTATE IEBP	I-070116	01 520-0081	GROUP INSURAN:	JULY 2016 MEDICAL FR	999999	820.80
						VENDOR 01-020057 TOTALS	820.80
01-020100	T.M.R.S.	I-71216	01 520-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	1,125.21
						VENDOR 01-020100 TOTALS	1,125.21
DEPARTMENT 520 MUNICIPAL COURT						TOTAL:	3,281.01

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-070116	01 521-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	14,791.80
VENDOR 01-020057 TOTALS							14,791.80
01-020100	T.M.R.S.	I-71216	01 521-0080	THRS	: JUNE 2016 CONTRIBUTI	999999	24,117.13
VENDOR 01-020100 TOTALS							24,117.13
01-023058	WHATABURGER	I-1002052	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	25.44
01-023058	WHATABURGER	I-1002054	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	135971	4.24
01-023058	WHATABURGER	I-1002056	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	12.72
01-023058	WHATABURGER	I-1002057	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	4.24
01-023058	WHATABURGER	I-1002058	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	8.48
01-023058	WHATABURGER	I-1002059	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	12.72
01-023058	WHATABURGER	I-1002061	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	12.72
01-023058	WHATABURGER	I-1002062	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	8.48
01-023058	WHATABURGER	I-1002063	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	135971	4.24
01-023058	WHATABURGER	I-1002064	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	14.37
01-023058	WHATABURGER	I-1002065	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	16.96
01-023058	WHATABURGER	I-1002066	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	33.92
01-023058	WHATABURGER	I-1002067	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	29.68
01-023058	WHATABURGER	I-1002201	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	135971	4.24
01-023058	WHATABURGER	I-1002202	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	12.72
01-023058	WHATABURGER	I-10023141	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	21.20
01-023058	WHATABURGER	I-10023151	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	25.44
01-023058	WHATABURGER	I-10023161	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	59.36
01-023058	WHATABURGER	I-10023171	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	38.16
01-023058	WHATABURGER	I-10023181	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	16.96
01-023058	WHATABURGER	I-10023191	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	16.96
01-023058	WHATABURGER	I-10023211	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	12.72
01-023058	WHATABURGER	I-10023221	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	8.48
01-023058	WHATABURGER	I-10023231	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	135971	4.24
01-023058	WHATABURGER	I-10023241	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	25.44
01-023058	WHATABURGER	I-10023251	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	29.68
01-023058	WHATABURGER	I-100233201	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	135971	12.72
VENDOR 01-023058 TOTALS							476.53
DEPARTMENT 521 POLICE DEPARTMENT						TOTAL:	39,385.46

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 10

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001217	ALAMO DOOR SYSTEMS, IN	I-125955	01 522-0411	BUILDING & ST:	TROUBLE SHOOT DOOR P	135883	162.00
01-001217	ALAMO DOOR SYSTEMS, IN	I-126104	01 522-0411	BUILDING & ST:	LABOR/MATERIAL TO RE	135883	690.00
						VENDOR 01-001217 TOTALS	852.00
01-002058	JAMES BARKER II	I-70116	01 522-0513	TRAINING EXPE:	REIMBURSE EXAM FEE F	135887	85.00
						VENDOR 01-002058 TOTALS	85.00
01-002439	BOUND TREE MEDICAL, LLC	I-82200980	01 522-0114	MEDICAL SUPPL:	10 BX, BLOOD GLUCOSE	135925	194.90
						VENDOR 01-002439 TOTALS	194.90
01-003905	CULLIGAN WATER OF THE	I-800482804	01 522-0415	SERVICE CONTR:	50# SOLAR SALT DELIV	135893	30.75
						VENDOR 01-003905 TOTALS	30.75
01-004014	DADANT & SONS	C-419170	01 522-0117	SAFETY SUPPLI:	1 PR GLOVES RETURNED	135894	20.95
01-004014	DADANT & SONS	I-411477	01 522-0117	SAFETY SUPPLI:	ECON. HOOD VENT SUIT	135894	164.28
01-004014	DADANT & SONS	I-413069	01 522-0117	SAFETY SUPPLI:	GLOVES, FOLDING HELM	135894	129.38
						VENDOR 01-004014 TOTALS	272.71
01-005512	EXPRESS SERVICES, INC.	I-17507141-4	01 522-0040	TEMPORARY :	TEMP. EMPLOYEE: M A.	135895	455.10
01-005512	EXPRESS SERVICES, INC.	I-17537164-0	01 522-0040	TEMPORARY :	TEMP. LABOR FD.: M.A	135895	444.00
						VENDOR 01-005512 TOTALS	899.10
01-007111	OSCAR GONZALEZ	I-71116	01 522-0513	TRAINING EXPE:	REIMBURSE DRIVER CER	135936	100.00
						VENDOR 01-007111 TOTALS	100.00
01-008287	HOYT ENTERPRISES, INC.	I-018055	01 522-0117	SAFETY SUPPLI:	WO# 45179, VALVE ST,	135938	154.25
						VENDOR 01-008287 TOTALS	154.25
01-008313	HENRY SCHEIN INC	I-31484523	01 522-0114	MEDICAL SUPPL:	ET TUBE UNCUFFED W/S	135939	20.90
01-008313	HENRY SCHEIN INC	I-31617172	01 522-0114	MEDICAL SUPPL:	4- DISASTER BAGS	135898	99.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008313	HENRY SCHEIN INC	I-32006615	01 522-0114	MEDICAL SUPPL:	MISC. ITEMS FOR EMS	135939	396.72
					VENDOR 01-008313 TOTALS		516.62
01-012133	LIFE - ASSIST, INC	I-757433	01 522-0114	MEDICAL SUPPL:	MISC. MEDICAL SUPPLI	135945	464.21
01-012133	LIFE - ASSIST, INC	I-758216	01 522-0114	MEDICAL SUPPL:	1 BX MORPHINE, 2 FEN	135945	272.60
					VENDOR 01-012133 TOTALS		736.81
01-016685	PUBLIC SAFETY CENTER,	I-5681987	01 522-0117	SAFETY SUPPLI:	1- PR. NFPA GAUNTLET	135954	63.99
					VENDOR 01-016685 TOTALS		63.99
01-020016	TERMINIX	I-355984867	01 522-0415	SERVICE CONTR:	PEST CONTROL FIRE ST	135910	130.00
					VENDOR 01-020016 TOTALS		130.00
01-020057	TML MULTISTATE IEBP	I-070116	01 522-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	11,180.80
					VENDOR 01-020057 TOTALS		11,180.80
01-020100	T.M.R.S.	I-71216	01 522-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	21,232.55
					VENDOR 01-020100 TOTALS		21,232.55
01-024001	RICHARD J. YBARRA, M.D	I-7192	01 522-0530	PROFESSIONAL :	MEDICAL DIRECTOR FEE	135917	1,000.00
01-024001	RICHARD J. YBARRA, M.D	I-7207	01 522-0530	PROFESSIONAL :	MEDICAL DIRECTOR FEE	135917	1,000.00
01-024001	RICHARD J. YBARRA, M.D	I-7213	01 522-0530	PROFESSIONAL :	MEDICAL DIRECTOR FEE	135917	1,000.00
					VENDOR 01-024001 TOTALS		3,000.00
DEPARTMENT 522 FIRE DEPARTMENT						TOTAL:	39,449.48

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 12

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001211	ALEX AVALOS PRINTING	I-71116	01 532-0118	PRINTING	: PRINTED 2 SIDED COLO	135921	490.00
					VENDOR 01-001211 TOTALS		490.00
01-002051	VICTOR BALDOVINOS	I-70816	01 532-0550	TRAVEL EXPENS:	MILEAGE REIMBURSEMEN	135922	86.94
					VENDOR 01-002051 TOTALS		86.94
01-008133	MIGUEL ANGEL HERNANDEZ	I-067	01 532-0545	LOT MOWING	: MOWED AT 104 W. KING	999999	24.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-068	01 532-0545	LOT MOWING	: MOWING @ 106 W. KING	999999	15.00
					VENDOR 01-008133 TOTALS		39.00
01-020057	TML MULTISTATE IEBP	I-070116	01 532-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	2,429.34
					VENDOR 01-020057 TOTALS		2,429.34
01-020100	T.M.R.S.	I-71216	01 532-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	3,181.85
					VENDOR 01-020100 TOTALS		3,181.85
DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL:							6,227.13

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: 7/07/2016 THRU 7/15/2016  
 BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003038	CALDWELL COUNTRY CHEVR	I-GR411753	01 540-1007	MOTOR VEHICLE;	PD-3 POLICE VEHICLES	135927	37,675.00
01-003038	CALDWELL COUNTRY CHEVR	I-GR413679	01 540-1007	MOTOR VEHICLE;	PD-3 POLICE VEHICLES	135927	37,675.00
01-003038	CALDWELL COUNTRY CHEVR	I-GR413679-002	01 540-1007	MOTOR VEHICLE;	PD-3 POLICE VEHICLES	135927	400.00
						VENDOR 01-003038 TOTALS	75,750.00
01-004205	DIESEL FUEL INJECTION	I-44356	01 540-0420-02	REPAIRS & MAI:	E-1 FUEL INJECTORS	135930	2,597.00
						VENDOR 01-004205 TOTALS	2,597.00
01-018031	ALFREDO RAMOS	I-80-16	01 540-0420-02	REPAIRS & MAI:	INTAKE STRAINER REPL	135955	483.00
01-018031	ALFREDO RAMOS	I-85	01 540-0420-02	REPAIRS & MAI:	INTAKE STRAINER REPL	135955	483.00
01-018031	ALFREDO RAMOS	I-86	01 540-0420-02	REPAIRS & MAI:	T1 & E1 SERV. CONTRA	135955	883.00
						VENDOR 01-018031 TOTALS	1,849.00
01-020057	TML MULTISTATE IEBP	I-070116	01 540-0081	GROUP INSURAN;	JULY 2016 MEDICAL PR	999999	820.80
						VENDOR 01-020057 TOTALS	820.80
01-020100	T.M.R.S.	I-71216	01 540-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	1,086.87
						VENDOR 01-020100 TOTALS	1,086.87
01-020144	TEXAS FACILITIES COMMI	C-4154426	01 540-1007	MOTOR VEHICLE;	ERROR WAS PAID WITH	000000	880.00-
01-020144	TEXAS FACILITIES COMMI	I-4154426	01 540-1007	MOTOR VEHICLE;	4 EA. LIBERTY LED LI	000000	880.00
						VENDOR 01-020144 TOTALS	0.00
01-020346	TIRE CENTERS, LLC	I-6160069207	01 540-0111-02	TIRES & TUBES:	T1 FIRE DEPT.	135968	2,535.19
						VENDOR 01-020346 TOTALS	2,535.19
01-021226	US BANK VOYAGER FLEET	I-869326488626	01 540-0104-01	FUEL & LUBRIC:	FUEL PURCHASED MAY 2	135915	4,238.40
01-021226	US BANK VOYAGER FLEET	I-869326488626	01 540-0104-02	FUEL & LUBRIC:	FUEL PURCHASED MAY 2	135915	833.56
01-021226	US BANK VOYAGER FLEET	I-869326488626	01 540-0104-03	FUEL & LUBRIC:	FUEL PURCHASED MAY 2	135915	1,932.05
01-021226	US BANK VOYAGER FLEET	I-869326488626	01 540-0104-04	FUEL & LUBRIC:	FUEL PURCHASED MAY 2	135915	797.26
01-021226	US BANK VOYAGER FLEET	I-869326488626	01 540-0104-05	FUEL & LUBRIC:	FUEL PURCHASED MAY 2	135915	1,183.30
						VENDOR 01-021226 TOTALS	8,984.57

DEPARTMENT 540 FLEET MANAGEMENT TOTAL: 93,623.43

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 14

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-070116	01 541-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	1,231.20
					VENDOR 01-020057 TOTALS		1,231.20
01-020100	T.M.R.S.	I-71216	01 541-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	1,276.78
					VENDOR 01-020100 TOTALS		1,276.78
01-020181	THYSSENKRUPP ELEVATOR	I-3002632928	01 541-0415	SERVICE CONTR:	ELEVATOR MAINT.	135966	640.86
					VENDOR 01-020181 TOTALS		640.86
01-023160	WORTH HYDROCHEM OF COR	I-19048	01 541-0415	SERVICE CONTR:	YEARLY CONTRACT	999999	300.00
					VENDOR 01-023160 TOTALS		300.00
DEPARTMENT 541 BUILDING MAINTENANCE						TOTAL:	3,448.84

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013260	JAMES MITCHIM	I-62916	01 542-0550	TRAVEL EXPENS:	REIMBURSE ADD'L TRAV	135903	141.76
						VENDOR 01-013260 TOTALS	141.76
01-020057	TML MULTISTATE IEBP	I-070116	01 542-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	1,231.20
						VENDOR 01-020057 TOTALS	1,231.20
01-020100	T.M.R.S.	I-71216	01 542-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	2,041.37
						VENDOR 01-020100 TOTALS	2,041.37
DEPARTMENT 542 INSPECTIONS DIVISION						TOTAL:	3,414.33

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 16

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003704	CAMERON COUNTY	I-63016	01 543-0432	CAUSEWAY LIGH	CAUSEWAY LTNG 5/17 -	135929	163.58
VENDOR 01-003704 TOTALS							163.58
01-013114	MATHESON TRI-GAS	I-12253507	01 543-0510	RENTAL OF EQU:	MISC. OXYGEN/ACETYLE	135947	137.00
01-013114	MATHESON TRI-GAS	I-12412914	01 543-0510	RENTAL OF EQU:	MISC. OXYG/ACETYLENE	135947	133.29
01-013114	MATHESON TRI-GAS	I-12585162	01 543-0510	RENTAL OF EQU:	MISC. OXYG/.ACETYLEN	135947	137.00
01-013114	MATHESON TRI-GAS	I-13124731	01 543-0510	RENTAL OF EQU:	MISC.OXYGEN/ACETYLEN	135947	142.58
01-013114	MATHESON TRI-GAS	I-13485849	01 543-0510	RENTAL OF EQU:	OXYGEN/ACETYLENE CYL	135947	6.11
01-013114	MATHESON TRI-GAS	I-13628074	01 543-0510	RENTAL OF EQU:	MISC. OXYGEN/ACETYLE	135947	138.69
01-013114	MATHESON TRI-GAS	I-13656947	01 543-0510	RENTAL OF EQU:	OXYGEN/ACETYLENE CYL	135947	8.25
VENDOR 01-013114 TOTALS							702.92
01-016112	LUIS PAREDES SR.	I-692164	01 543-0433	PARKS REPAIRS:	TOMPKINS PARK	135906	1,875.00
VENDOR 01-016112 TOTALS							1,875.00
01-018058	RELIABLE ELECTRIC CO.	I-28547	01 543-0412	LANDSCAPE	: CENTER MEDIAN LIGHT	999999	200.66
01-018058	RELIABLE ELECTRIC CO.	I-28566	01 543-0412	LANDSCAPE	: REPAIR IRRIGATION WT	999999	200.00
VENDOR 01-018058 TOTALS							400.66
01-020057	TML MULTISTATE IEBP	I-070116	01 543-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	7,336.14
VENDOR 01-020057 TOTALS							7,336.14
01-020100	T.M.R.S.	I-71216	01 543-0080	THRS	: JUNE 2016 CONTRIBUTI	999999	8,279.63
VENDOR 01-020100 TOTALS							8,279.63
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:							18,757.93

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-100925	01 570-9030	LEGAL SERVICE: PROF SERV. THROUGH J	999999		148.00
VENDOR 01-002106 TOTALS							148.00
01-003805	PAUL CUNNINGHAM, JR.,	I-2000275	01 570-9030	LEGAL SERVICE: GENERAL LEGAL SERV.	999999		8,480.50
VENDOR 01-003805 TOTALS							8,480.50
01-009159	RICOH USA, INC.	C-969616667-C	01 570-0510	RENTAL OF EQU: ADJUSTMENT CONTRACT	000000		349.00-
01-009159	RICOH USA, INC.	I-96961667	01 570-0510	RENTAL OF EQU: COPIER @ FIRE STA	000000		349.00
VENDOR 01-009159 TOTALS							0.00
01-012071	LAGUNA MADRE WATER DIS	I-7816-01	01 570-0581	WATER, SEWER, : 80 FT. E.NEW CAUSEWA	999999		667.60
01-012071	LAGUNA MADRE WATER DIS	I-7816-04	01 570-0581	WATER, SEWER, : 1612 PADRE BLVD MDN	999999		14.80
01-012071	LAGUNA MADRE WATER DIS	I-7816-05	01 570-0581	WATER, SEWER, : 2000 PADRE BLVD MDN	999999		14.31
01-012071	LAGUNA MADRE WATER DIS	I-7816-06	01 570-0581	WATER, SEWER, : 2412 PADRE BLVD MDN	999999		12.57
01-012071	LAGUNA MADRE WATER DIS	I-7816-07	01 570-0581	WATER, SEWER, : 2700 PADRE BLVD MDN	999999		12.57
01-012071	LAGUNA MADRE WATER DIS	I-7816-08	01 570-0581	WATER, SEWER, : 3000 PADRE BLVD MDN	999999		12.32
01-012071	LAGUNA MADRE WATER DIS	I-7816-09	01 570-0581	WATER, SEWER, : CRN PADRE & TARPON M	999999		23.19
01-012071	LAGUNA MADRE WATER DIS	I-7816-10	01 570-0581	WATER, SEWER, : 1313 PADRE BLVD MDN	999999		18.53
01-012071	LAGUNA MADRE WATER DIS	I-7816-11	01 570-0581	WATER, SEWER, : 911 PADRE BLVD MDN	999999		12.32
01-012071	LAGUNA MADRE WATER DIS	I-7816-12	01 570-0581	WATER, SEWER, : 1201 PADRE BLVD MDN	999999		12.32
01-012071	LAGUNA MADRE WATER DIS	I-7816-13	01 570-0581	WATER, SEWER, : 1800 GULF BLVD	999999		421.29
01-012071	LAGUNA MADRE WATER DIS	I-7816-14	01 570-0581	WATER, SEWER, : 2712 PADRE BLVD	999999		12.32
01-012071	LAGUNA MADRE WATER DIS	I-7816-15	01 570-0581	WATER, SEWER, : 3420 GULF BLVD ACCES	999999		331.05
01-012071	LAGUNA MADRE WATER DIS	I-7816-17	01 570-0581	WATER, SEWER, : 106 W. RETAMA ST F/L	999999		50.25
01-012071	LAGUNA MADRE WATER DIS	I-7816-18	01 570-0581	WATER, SEWER, : 106 W. RETAMA ST.	999999		312.23
01-012071	LAGUNA MADRE WATER DIS	I-7816-19	01 570-0581	WATER, SEWER, : 5222 GULF BLVD	999999		101.45
01-012071	LAGUNA MADRE WATER DIS	I-7816-20	01 570-0581	WATER, SEWER, : 110 E. MORNINGSIDE D	999999		135.14
01-012071	LAGUNA MADRE WATER DIS	I-7816-21	01 570-0581	WATER, SEWER, : 5418 GULF BLVD -B AC	999999		45.19
01-012071	LAGUNA MADRE WATER DIS	I-7816-22	01 570-0581	WATER, SEWER, : 6100 PADR BLVD IRRG	999999		23.19
01-012071	LAGUNA MADRE WATER DIS	I-7816-25	01 570-0581	WATER, SEWER, : 108 W. HUISACHE ST	999999		49.72
01-012071	LAGUNA MADRE WATER DIS	I-7816-26	01 570-0581	WATER, SEWER, : 4380 GULF BLVD	999999		12.32
01-012071	LAGUNA MADRE WATER DIS	I-7816-27	01 570-0581	WATER, SEWER, : 4501 PADRE BLVD	999999		137.21
01-012071	LAGUNA MADRE WATER DIS	I-7816-28	01 570-0581	WATER, SEWER, : 4501 PADRE BLVD	999999		60.73
01-012071	LAGUNA MADRE WATER DIS	I-7816-29	01 570-0581	WATER, SEWER, : 4501 PADRE BLVD	999999		45.13
01-012071	LAGUNA MADRE WATER DIS	I-7816-30	01 570-0581	WATER, SEWER, : 4501 PADRE BLVD	999999		260.82
01-012071	LAGUNA MADRE WATER DIS	I-7816-31	01 570-0581	WATER, SEWER, : 4601 PADRE BLVD F/L	999999		50.25
01-012071	LAGUNA MADRE WATER DIS	I-7816-32	01 570-0581	WATER, SEWER, : 4601 PADRE BLVD	999999		762.07
01-012071	LAGUNA MADRE WATER DIS	I-7816-33	01 570-0581	WATER, SEWER, : 4818 GULF BLVD -B AC	999999		45.59
01-012071	LAGUNA MADRE WATER DIS	I-7816-34	01 570-0581	WATER, SEWER, : W. SATURN & PADRE	999999		111.62
01-012071	LAGUNA MADRE WATER DIS	I-7816-35	01 570-0581	WATER, SEWER, : 330 PADRE BLVD	999999		37.21
VENDOR 01-012071 TOTALS							3,805.31

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013404	MOUNTAIN GLACIER, LLC	I-0300869739	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	135904	93.50
01-013404	MOUNTAIN GLACIER, LLC	I-0300869741	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. C	135904	85.00
VENDOR 01-013404 TOTALS							178.50
01-016300	PITNEY BOWES GLOBAL FI	I-3300720406	01 570-0108	POSTAGE	: POSTAGE METER LEASE:	135952	729.00
VENDOR 01-016300 TOTALS							729.00
01-018154	REPUBLIC SERVICES #863	I-0863001173729	01 570-0581	WATER, SEWER, :	SERV. @ 4501 PADRE	135909	293.01
01-018154	REPUBLIC SERVICES #863	I-0863001177022	01 570-0581	WATER, SEWER, :	108 W. RETAMA, ON CA	135958	3,343.28
VENDOR 01-018154 TOTALS							3,636.29
01-020123	TML-INTERGOVERNMENTAL	I-62016	01 570-9052	WINDSTORM INS:	TMLIRP WINDSTORM 7/0	135912	19,046.87
VENDOR 01-020123 TOTALS							19,046.87
01-021095	UNITED PARCEL SERVICE	I-000034965X276-1	01 570-0108	POSTAGE	: MISC. SHIPPING	135969	73.59
VENDOR 01-021095 TOTALS							73.59
DEPARTMENT 570 GENERAL SERVICES						TOTAL:	36,098.06

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004455	ETHOS-HOLISTIQUE HOLDI	I-2016-082	01 572-9177	PARK IMPROVEM:	EENG. SERVICE TOMPKI	135931	300.00
					VENDOR 01-004455 TOTALS		300.00
01-008253	HILLCO PARTNERS	I-29508	01 572-0530	PROFESSIONAL :	PROF. FEES JULY + MI 999999		10,416.67
					VENDOR 01-008253 TOTALS		10,416.67
01-013245	MEJIA & ROSE, INC.	I-24268	01 572-9177	PARK IMPROVEM:	BOUNDARY & IMPROVEME	135948	450.00
					VENDOR 01-013245 TOTALS		450.00
01-016651	ROTARY CLUB OF PORT IS	I-233	01 572-0558	SPECIAL EVENT:	FLAG PROGRAM: 10 FLA	135953	325.00
					VENDOR 01-016651 TOTALS		325.00
						DEPARTMENT 572 SPECIAL PROJECTS TOTAL:	11,491.67
						VENDOR SET 01 GENERAL FUND TOTAL:	413,921.89

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020123	TML-INTERGOVERNMENTAL	I-62016	02 1400		PREPAID EXPEN: TMLIRP WINDSTORM 7/0	135912	5,656.50
					VENDOR 01-020123 TOTALS		5,656.50
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	5,656.50

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PAGE: 21

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: 7/07/2016 THRU 7/15/2016  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002893	BUG WORKS TERMITE & PE	I-55594	02 590-0415	SERVICE CONTR:	PEST CONTROL VC	135926	52.25
					VENDOR 01-002893 TOTALS		52.25
01-012071	LAGUNA MADRE WATER DIS	I-7816-02	02 590-0581	WATER,SEWER &:	600 PADRE BLVD	999999	170.24
01-012071	LAGUNA MADRE WATER DIS	I-7816-03	02 590-0581	WATER,SEWER &:	600 PADRE BLVD	999999	31.30
					VENDOR 01-012071 TOTALS		201.54
01-018154	REPUBLIC SERVICES #863	I-0863001175221	02 590-0581	WATER,SEWER &:	600-B PADRE BLVD	135909	94.92
					VENDOR 01-018154 TOTALS		94.92
01-019140	SHORETEL INC.	I-0670139-1	02 590-0501	COMMUNICATION:	VOIP PHONE SERVICE 8	135960	228.26
					VENDOR 01-019140 TOTALS		228.26
01-020057	TML MULTISTATE IEBP	I-070116	02 590-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	1,241.20
					VENDOR 01-020057 TOTALS		1,241.20
01-020100	T.M.R.S.	I-71216	02 590-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	1,422.31
					VENDOR 01-020100 TOTALS		1,422.31
01-020123	TML-INTERGOVERNMENTAL	I-62016	02 590-0520	INSURANCE	: TMLIRP WINDSTORM 7/0	135912	1,885.50
					VENDOR 01-020123 TOTALS		1,885.50
01-020185	TIME WARNER CABLE	I-70416	02 590-0180	INFORMATION T:	RR 2 ACCT. 600 PADRE	135967	289.45
					VENDOR 01-020185 TOTALS		289.45
01-021095	UNITED PARCEL SERVICE	I-0000648239266-1	02 590-0108	POSTAGE	: MISC. SHIPPING AND S	135914	54.64
					VENDOR 01-021095 TOTALS		54.64

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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: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021226	US BANK VOYAGER FLEET	I-869326488626	02 590-0104	FUELS & LUBRI:	FUEL PURCHASED MAY 2	135915	40.42
					VENDOR 01-021226	TOTALS	40.42
01-023906	XEROX CORPORATION	I-085216046	02 590-0415	SERVICE CONTR:	VISITOR CTR COPIER L	135975	290.66
					VENDOR 01-023906	TOTALS	290.66
				DEPARTMENT 590	VISITORS BUREAU	TOTAL:	5,801.15

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REGULAR DEPARTMENT PAYMENT REPORT

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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: 7/07/2016 THRU 7/15/2016  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001982	BACKYARD MARKETING, INC	I-70116	02 592-0551	DUES & MEMBER:	3RD QTR LIST OF 20 S	135885	600.00
					VENDOR 01-001982 TOTALS		600.00
01-006173	JESUS FLORES JR.	I-0000005	02 592-0535	FAMILIARIZATI:	JULY FAM TOUR 2016	135934	3,300.00
					VENDOR 01-006173 TOTALS		3,300.00
01-009918	INTERNET DESTINATION S	I-520427	02 592-0415	SERVICE CONTR:	MARCH 2016 IDSS SUBS	135940	850.00
01-009918	INTERNET DESTINATION S	I-520512	02 592-0415	SERVICE CONTR:	IDSS SUBSCRIPTION ,H	135899	850.00
					VENDOR 01-009918 TOTALS		1,700.00
01-018105	RIO GRANDE VALLEY PART	I-4297	02 592-0551	DUES & MEMBER:	MEMBERSHIP INVESTMEN	135957	350.00
					VENDOR 01-018105 TOTALS		350.00
01-019136	SIMPLEVIEW, LLC	I-68964	02 592-0415	SERVICE CONTR:	SHARED HOSTING FOR J	135959	189.00
					VENDOR 01-019136 TOTALS		189.00
01-019140	SHORETEL INC.	I-0670139-1	02 592-0501	COMMUNICATIION:	VOIP PHONE SERVICE 8	135960	188.61
					VENDOR 01-019140 TOTALS		188.61
01-020057	TML MULTISTATE IEBP	I-070116	02 592-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	3,693.60
					VENDOR 01-020057 TOTALS		3,693.60
01-020100	T.M.R.S.	I-71216	02 592-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	6,464.47
					VENDOR 01-020100 TOTALS		6,464.47
01-020104	SCOTT MCGEHEE	I-37	02 592-0108	POSTAGE	: JUNE 2016 VISITOR IN	135911	1,174.41
01-020104	SCOTT MCGEHEE	I-38-16	02 592-0108	POSTAGE	: 2ND TOUCH CAMPAIGN,	135911	235.04
					VENDOR 01-020104 TOTALS		1,409.45

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 24

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	I-19589	02 592-0101	OFFICE SUPPLI:	REPRINTS OF 1ST QTR	135913	175.00
01-020602	TOUCAN GRAPHICS	I-20383	02 592-0230	STOCK - PROMO:	BEACH TOTE/MAT	135913	1,263.20
01-020602	TOUCAN GRAPHICS	I-20421	02 592-0230	STOCK - PROMO:	CHAMELEON LED WATCH	135913	807.86
01-020602	TOUCAN GRAPHICS	I-20423	02 592-0230	STOCK - PROMO:	600 MICROFIBER PKT C	135913	474.62
01-020602	TOUCAN GRAPHICS	I-20426	02 592-0101	OFFICE SUPPLI:	500 BUSINESS CARDS,	135913	39.00
VENDOR 01-020602 TOTALS							2,759.68
01-021226	US BANK VOYAGER FLEET	I-869326488626	02 592-0104	FUELS & LUBRI:	FUEL PURCHASED MAY 2	135915	97.62
VENDOR 01-021226 TOTALS							97.62
01-022158	VALLEY INTERNATIONAL A	I-SPI#77-16	02 592-0534	AIRPORT SHUTT:	SPI/VIA AIRPORT SHUT	999999	9,466.56
VENDOR 01-022158 TOTALS							9,466.56
01-023906	XEROX CORPORATION	I-085216047	02 592-0415	SERVICE CONTR:	COPIER/PRINTER LEASE	135916	1,044.53
VENDOR 01-023906 TOTALS							1,044.53
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:							31,263.52

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 25

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007145	GLOBALGROOVE EVENTS	I-71116	02 593-8099	MISC. SPONSOR:	SPLASH APRIL 2016	135937	3,750.00
					VENDOR 01-007145 TOTALS		3,750.00
01-020057	TML MULTISTATE IEBP	I-070116	02 593-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR 999999		205.20
					VENDOR 01-020057 TOTALS		205.20
01-020100	T.M.R.S.	I-71216	02 593-0080	TMRS	: JUNE 2016 CONTRIBUTI 999999		469.46
					VENDOR 01-020100 TOTALS		469.46
DEPARTMENT 593 EVENTS MARKETING						TOTAL:	4,424.66

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 26

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001171	ADVANCED RESERVATION S I-2919		02 594-0533	MARKETING	: LICENSING:ANNUAL REN	135920	15,000.00
						VENDOR 01-001171 TOTALS	15,000.00
						DEPARTMENT 594 MARKETING TOTAL:	15,000.00
						VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL:	62,145.83

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PAGE: 27

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020123	TML-INTERGOVERNMENTAL	I-62016	06 1400		PREPAID EXPEN: TMLIRP WINDSTORM 7/0	135912	29,208.00
						VENDOR 01-020123 TOTALS	29,208.00
					DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 29,208.00

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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: 7/07/2016 THRU 7/15/2016  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003150	CAMERON COUNTY PARKS-	I-70516	06 565-0560	CAMERON COUNT:	LEASE PAYMENT FOR JU	135889	875.52
					VENDOR 01-003150	TOTALS	875.52
01-003418	RHM CHEMICAL INC.	I-2575	06 565-0415	SERVICE CONTR:	MONTHLY SERV COLLING	135890	135.00
					VENDOR 01-003418	TOTALS	135.00
01-003419	DONNELLY HOLDINGS, LTD	I-148675	06 565-0114	MEDICAL	: BANDAIDS, PAIN RELIE	135891	66.65
					VENDOR 01-003419	TOTALS	66.65
01-007600	GULF COAST PAPER CO. I	I-1157777	06 565-0427	PLUMBING	: 1-VALVE CONTROL MODU	135897	315.00
01-007600	GULF COAST PAPER CO. I	I-1157780	06 565-0427	PLUMBING	: VALVE CONTROL MODULE	135897	310.00
					VENDOR 01-007600	TOTALS	625.00
01-009970	JUAN DELGADILLO JR.	I-8094	06 565-1001	BUILDINGS & S:	ELECTRICAL UPGRADE-C	135900	769.15
					VENDOR 01-009970	TOTALS	769.15
01-011122	KEN'S VACUUM TRUCK SER	I-10405	06 565-0415	SERVICE CONTR:	PUMPED GREASE TRAP/D	135942	475.00
					VENDOR 01-011122	TOTALS	475.00
01-012071	LAGUNA MADRE WATER DIS	I-7816-23	06 565-0581	WATER, SEWER :	7355 PADRE BLVD	999999	1,752.96
01-012071	LAGUNA MADRE WATER DIS	I-7816-24	06 565-0581	WATER, SEWER :	7355 PADRE BLVD IRR	999999	3,253.30
					VENDOR 01-012071	TOTALS	5,006.26
01-012151	LEE CONSTRUCTION & MAI	I-16-2449	06 565-1001	BUILDINGS & S:	SUN TERRACE LIGHTING	135946	49,997.20
					VENDOR 01-012151	TOTALS	49,997.20
01-013404	MOUNTAIN GLACIER, LLC	I-0300872021	06 565-0103	CONSUMABLES :	BOTTLED WATER DEL. C	135950	37.75
					VENDOR 01-013404	TOTALS	37.75

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: 7/07/2016 THRU 7/15/2016  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-015027	ORKIN EXTERMINATING CO	I-134145147	06 565-0415	SERVICE CONTR:	PEST CONTROL CC	135905	457.00
					VENDOR 01-015027 TOTALS		457.00
01-018154	REPUBLIC SERVICES #863	I-0863001175257	06 565-0581	WATER, SEWER :	7355 PADRE BLVD JUL	135909	695.08
					VENDOR 01-018154 TOTALS		695.08
01-019140	SHORETEL INC.	I-0670139-1	06 565-0501	COMMUNICATION:	VOIP PHONE SERVICE 8	135960	536.83
					VENDOR 01-019140 TOTALS		536.83
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00198255	06 565-1001	BUILDINGS & S:	UNIFI SECURITY GATEW	135961	105.04
					VENDOR 01-019198 TOTALS		105.04
01-019502	AT&T	I-7316	06 565-0501	COMMUNICATION:	CVB:MONTHLY SERV. 7/	135964	273.77
					VENDOR 01-019502 TOTALS		273.77
01-020057	TML MULTISTATE IEBP	I-070116	06 565-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	4,249.64
					VENDOR 01-020057 TOTALS		4,249.64
01-020100	T.M.R.S.	I-71216	06 565-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	5,007.37
					VENDOR 01-020100 TOTALS		5,007.37
01-020123	TML-INTERGOVERNMENTAL	I-62016	06 565-0520	INSURANCE	: TMLIRP WINDSTORM 7/0	135912	9,736.00
					VENDOR 01-020123 TOTALS		9,736.00
01-021102	UNIFIRST HOLDINGS, INC	I-8411993718	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, ETC.	999999	54.67
01-021102	UNIFIRST HOLDINGS, INC	I-8411993718	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, ETC.	999999	75.94
01-021102	UNIFIRST HOLDINGS, INC	I-8411994559	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, ETC.	999999	54.67
01-021102	UNIFIRST HOLDINGS, INC	I-8411994559	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, ETC.	999999	75.94
					VENDOR 01-021102 TOTALS		261.22

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 30

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021226	US BANK VOYAGER FLEET	I-869326488626	06	565-0104	FUELS & LUBRI:	FUEL PURCHASED MAY 2	135915	119.73
							VENDOR 01-021226 TOTALS	119.73

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 79,429.21

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 108,637.21

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 31

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 09 PARKS, REC & BEAUTIF

DEPARTMENT: 572 GENERAL SERVICES

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002054	THE BEACH SERVICE OF S	I-07042016	09 572-9185	COMMUNITY EVE:	SET UP/TEAR DOWN, JU	135923	394.00
						VENDOR 01-002054 TOTALS	394.00
01-006111	AIM MEDIA TEXAS OPERAT	I-40005333-0616	09 572-9185	COMMUNITY EVE:	2 ADS, 4TH OF JULY P	135896	492.00
						VENDOR 01-006111 TOTALS	492.00
						DEPARTMENT 572 GENERAL SERVICES TOTAL:	886.00
						VENDOR SET 09 PARKS, REC & BEAUTIF TOTAL:	886.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 32

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020123	TML-INTERGOVERNMENTAL	I-62016	30 1400		PREPAID EXPEN: TMLIRP WINDSTORM 7/0	135912	2,306.61
					VENDOR 01-020123 TOTALS		2,306.61
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,306.61

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001359	JESUS ARRIAGA	I-62316	30 591-0550	TRAVEL EXPENS	PER DIEM AND MILEAGE	999999	561.77
VENDOR 01-001359 TOTALS							561.77
01-003103	CARQUEST AUTO PARTS	I-7915-172399	30 591-0420	MOTOR VEHICLE:	2-BATTERIES FOR UNIT	135888	203.66
01-003103	CARQUEST AUTO PARTS	I-7915-172594	30 591-0420	MOTOR VEHICLE:	BRK FLUID, PS. FL, BRK	135888	191.74
01-003103	CARQUEST AUTO PARTS	I-7915-172619	30 591-0420	MOTOR VEHICLE:	OIL SEAL BRNG, UNIT	135888	82.86
01-003103	CARQUEST AUTO PARTS	I-7915-172621	30 591-0420	MOTOR VEHICLE:	2 BRNGS, ERC. UNIT #	135888	41.08
01-003103	CARQUEST AUTO PARTS	I-7915-173127	30 591-0420	MOTOR VEHICLE:	2-TRANS. FILTERS, 24	135928	311.34
VENDOR 01-003103 TOTALS							830.68
01-012071	LAGUNA MADRE WATER DIS	I-7816-16	30 591-0581	WTR/SWR/GARBA:	3401 PADRE BLVD	999999	45.13
01-012071	LAGUNA MADRE WATER DIS	I-7816-32	30 591-0581	WTR/SWR/GARBA:	4601 PADRE BLVD	999999	84.67
VENDOR 01-012071 TOTALS							129.80
01-012091	CINTAS UNIFORM	I-538671730	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135901	166.73
01-012091	CINTAS UNIFORM	I-538673180	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135901	166.73
01-012091	CINTAS UNIFORM	I-538674663	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135901	166.73
01-012091	CINTAS UNIFORM	I-538676122	30 591-0130	WEARING APPAR:	UNIFORMS TRANSIT DRI	135944	166.73
01-012091	CINTAS UNIFORM	I-538677573	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135944	229.64
VENDOR 01-012091 TOTALS							896.56
01-012153	BRADY LITTLE	I-14	30 591-0411	BUILDING & ST:	BUS STOP PALAPAS	135902	1,200.00
VENDOR 01-012153 TOTALS							1,200.00
01-013404	MOUNTAIN GLACIER, LLC	I-0300869740	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. W	135904	30.00
01-013404	MOUNTAIN GLACIER, LLC	I-0300869742	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. T	135904	7.50
VENDOR 01-013404 TOTALS							37.50
01-016186	LUIS ISRAEL PEREZ	I-2088	30 591-0420	MOTOR VEHICLE:	2 UNITS WASHED #34,	135907	70.00
01-016186	LUIS ISRAEL PEREZ	I-2090	30 591-0420	MOTOR VEHICLE:	5 UNITS WASHED, #32,	135907	175.00
01-016186	LUIS ISRAEL PEREZ	I-2091	30 591-0420	MOTOR VEHICLE:	6 UNITS WASHED, 32,3	135951	210.00
VENDOR 01-016186 TOTALS							455.00

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PAGE: 34  
BANK: OPER

VENDOR SET: 01 City of South Padre Islan  
FUND : 30 TRANSPORTATION  
DEPARTMENT: 591 SPI METRO  
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
PAY DATE RANGE: 7/07/2016 THRU 7/15/2016  
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018154	REPUBLIC SERVICES #863	I-0863001173729	30 591-0581	WTR/SWR/GARBA:	SERV. # 4501 PADRE	135909	32.56
					VENDOR 01-018154	TOTALS	32.56
01-019140	SHORETEL INC.	I-0670139-1	30 591-0501	COMMUNICATION:	VOIP PHONE SERVICE 8	135960	195.18
					VENDOR 01-019140	TOTALS	195.18
01-019502	AT&T	I-70316	30 591-0501	COMMUNICATION:	PHONE SERV, TRANSIT	135964	90.84
					VENDOR 01-019502	TOTALS	90.84
01-020057	TML MULTISTATE IEBP	I-070116	30 591-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	5,094.85
					VENDOR 01-020057	TOTALS	5,094.85
01-020100	T.M.R.S.	I-71216	30 591-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	7,054.78
					VENDOR 01-020100	TOTALS	7,054.78
01-020123	TML-INTERGOVERNMENTAL	I-62016	30 591-0520	INSURANCE	: TMLIRP WINDSTORM 7/0	135912	768.87
					VENDOR 01-020123	TOTALS	768.87
01-021226	US BANK VOYAGER FLEET	I-869326488626	30 591-0104	FUELS & LUBRI:	FUEL PURCHASED MAY 2	135915	9,553.86
					VENDOR 01-021226	TOTALS	9,553.86
01-023906	XEROX CORPORATION	I-085216042	30 591-0150	MINOR TOOLS &:	TRANIST OFF. PRINTER	135975	354.70
					VENDOR 01-023906	TOTALS	354.70

DEPARTMENT 591 SPI METRO TOTAL: 27,256.97

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003805	PAUL CUNNINGHAM, JR.,	I-2000275	30 595-0530	PROFESSIONAL :	GENERAL LEGAL SERV.	999999	175.00
VENDOR 01-003805 TOTALS							175.00
01-012091	CINTAS UNIFORM	I-538671730	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135901	39.81
01-012091	CINTAS UNIFORM	I-538673180	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135901	42.01
01-012091	CINTAS UNIFORM	I-538674663	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135901	42.01
01-012091	CINTAS UNIFORM	I-538676122	30 595-0130	WEARING APPAR:	UNIFORMS TRANSIT DRI	135944	42.01
01-012091	CINTAS UNIFORM	I-538677573	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	135944	42.01
VENDOR 01-012091 TOTALS							207.85
01-016186	LUIS ISRAEL PEREZ	I-2087	30 595-0420	MOTOR VEHICLE: 2 UNITS WASHED,WAX,		135907	70.00
01-016186	LUIS ISRAEL PEREZ	I-2089	30 595-0420	MOTOR VEHICLE: 2 UNITS WASHED #406,		135907	70.00
01-016186	LUIS ISRAEL PEREZ	I-2092	30 595-0420	MOTOR VEHICLE: 2-UNITS WASHED UNIT		135951	70.00
VENDOR 01-016186 TOTALS							210.00
01-018052	RED BARN TIRE CENTER,	I-292350	30 595-0420	MOTOR VEHICLE: DOT INSPECTION UNIT		135908	40.00
01-018052	RED BARN TIRE CENTER,	I-292471	30 595-0420	MOTOR VEHICLE: DOT INSPECTION UNIT		135956	40.00
VENDOR 01-018052 TOTALS							80.00
01-020057	TML MULTISTATE IEBP	I-070116	30 595-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	3,215.23
VENDOR 01-020057 TOTALS							3,215.23
01-020100	T.M.R.S.	I-71216	30 595-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	3,578.83
VENDOR 01-020100 TOTALS							3,578.83
01-021226	US BANK VOYAGER FLEET	I-869326488626	30 595-0104	FUELS & LUBRI:	FUEL PURCHASED MAY 2	135915	4,388.51
VENDOR 01-021226 TOTALS							4,388.51
DEPARTMENT 595 METRO CONNECT						TOTAL:	11,855.42
VENDOR SET 30 TRANSPORTATION						TOTAL:	41,419.00

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 42 GULF BLVD CONSTRUCTION

DEPARTMENT: 562 PUBLIC WORKS

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234000-0616	42 562-0530	PROFESSIONAL :	GULF BLVD PROJ. PHAS	135943	40,090.44
						VENDOR 01-011149 TOTALS	40,090.44
						DEPARTMENT 562 PUBLIC WORKS TOTAL:	40,090.44
						VENDOR SET 42 GULF BLVD CONSTRUCTION TOTAL:	40,090.44

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PAGE: 37

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 50 GENERAL DEBT SERVICE

DEPARTMENT: 567 DEBT SERVICE

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001991	THE BANK OF NEW YORK M	I-252-1944837	50 567-0623	PAYING AGENT :	PAYING AGENT FEE:	135886	750.00
						VENDOR 01-001991 TOTALS	750.00
						DEPARTMENT 567 DEBT SERVICE	TOTAL: 750.00
						VENDOR SET 50 GENERAL DEBT SERVICE	TOTAL: 750.00

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-020123	TML-INTERGOVERNMENTAL	I-62016	60 1400		PREPAID EXPEN: TMLIRP WINDSTORM	7/0 135912	64.53		
						VENDOR 01-020123 TOTALS	64.53		
						DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	64.53

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 POLICE

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-070116	60 521-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	102.60
					VENDOR 01-020057 TOTALS		102.60
01-020100	T.M.R.S.	I-71216	60 521-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	272.19
					VENDOR 01-020100 TOTALS		272.19
DEPARTMENT 521 POLICE						TOTAL:	374.79

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PAGE: 40

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL / PT TIME

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020123	TML-INTERGOVERNMENTAL	I-62016	60 522-0520	INSURANCE	: TMLIRP WINDSTORM 7/0	135912	21.51
VENDOR 01-020123 TOTALS							21.51
01-021226	US BANK VOYAGER FLEET	I-869326488626	60 522-0104	FUEL & LUBRIC:	FUEL PURCHASED MAY 2	135915	638.43
VENDOR 01-021226 TOTALS							638.43
01-024003	BROWNSVILLE SPORTS CEN	I-59796	60 522-1007	VEHICLES	: 4 WHEEL VEHICLE BCH	135918	7,571.41
VENDOR 01-024003 TOTALS							7,571.41
DEPARTMENT 522 BEACH PATROL / PT TIME TOTAL:							8,231.35

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PAGE: 41

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-011014	KARINA'S DESIGN	I-0075	60 532-0130	WEARING APPAR:	MISC.SHIRTS FOR LITT	135941	488.00	
					VENDOR 01-011014	TOTALS	488.00	
01-020057	TML MULTISTATE IEBP	I-070116	60 532-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	63.06	
					VENDOR 01-020057	TOTALS	63.06	
01-020100	T.M.R.S.	I-71216	60 532-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	165.15	
					VENDOR 01-020100	TOTALS	165.15	
01-020602	TOUCAN GRAPHICS	I-20115	60 532-0118	PRINTING	: 2- 15 X 3 MESH BANNE	135913	390.00	
					VENDOR 01-020602	TOTALS	390.00	
						DEPARTMENT 532 ENVIRONMENTAL HEALTH	TOTAL:	1,106.21

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PAGE: 42

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-008137	BRANDON HILL	I-62916	60 560-0550	TRAVEL	: MILEAGE REIMBURSEMEN	999999	73.44		
					VENDOR 01-008137	TOTALS	73.44		
01-018154	REPUBLIC SERVICES #863	I-0863001176709	60 560-0510	BEACH MAINTEN:	SPECIAL ROLL-OFF AT	135958	694.86		
					VENDOR 01-018154	TOTALS	694.86		
01-020057	TML MULTISTATE IEBP	I-070116	60 560-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	3,796.20		
					VENDOR 01-020057	TOTALS	3,796.20		
01-020100	T.M.R.S.	I-71216	60 560-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	4,203.98		
					VENDOR 01-020100	TOTALS	4,203.98		
01-020602	TOUCAN GRAPHICS	I-20105	60 560-0101	OFFICE SUPPLI:	250 BUSINESS CARDS,	135913	29.00		
					VENDOR 01-020602	TOTALS	29.00		
01-021226	US BANK VOYAGER FLEET	I-869326488626	60 560-0104	FUEL & LUBRIC:	FUEL PURCHASED MAY 2	135915	1,093.07		
					VENDOR 01-021226	TOTALS	1,093.07		
						DEPARTMENT 560	BEACH MAINTENANCE	TOTAL:	9,890.55
						VENDOR SET 60	BEACH MAINTENANCE FUND	TOTAL:	19,667.43

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PAGE: 43

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 61 BEACH ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023137	WILLIS DEVELOPMENT LLC	I-61516	61 543-9075-01	CONSTRUCTION ; PADRE (PEARL) BEACH	AC 135974		25,791.16
						VENDOR 01-023137 TOTALS	25,791.16
						DEPARTMENT 543 PUBLIC WORKS TOTAL:	25,791.16
						VENDOR SET 61 BEACH ACCESS FUND TOTAL:	25,791.16

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PAGE: 44

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 560 SHORELINE

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE	IEBP I-070116	62 560-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	246.24-
VENDOR 01-020057 TOTALS							246.24-
01-020100	T.M.R.S.	I-71216	62 560-0080	TMRS	: JUNE 2016 CONTRIBUTI	999999	165.35
VENDOR 01-020100 TOTALS							165.35
DEPARTMENT 560 SHORELINE						TOTAL:	80.89-
VENDOR SET 62 BAY ACCESS FUND						TOTAL:	80.89-

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PAGE: 45

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-020100	T.M.R.S.	I-71216-1	80 2470	T.M.R.S.	: EDC:JUNE 2016 CONTRI	999999	476.55	
						VENDOR 01-020100 TOTALS	476.55	
					DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	476.55

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PAGE: 46

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 7/07/2016 THRU 7/15/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003805	PAUL CUNNINGHAM, JR.,	I-2000275	80 580-0530	PROFESSIONAL	: GENERAL LEGAL SERV.	999999	304.50
					VENDOR 01-003805 TOTALS		304.50
01-008253	HILLCO PARTNERS	I-29508	80 580-0534-002	LOBBYIST	: PROF. FEES JULY + MI	999999	2,083.33
					VENDOR 01-008253 TOTALS		2,083.33
01-020057	TML MULTISTATE IEBP	I-070116	80 580-0081	GROUP INSURAN:	JULY 2016 MEDICAL PR	999999	410.40
					VENDOR 01-020057 TOTALS		410.40
01-020100	T.M.R.S.	I-71216-1	80 580-0080	TMRS	: EDC: JUNE 2016 CONTRI	999999	859.80
					VENDOR 01-020100 TOTALS		859.80
01-020165	TEXAS ECONOMIC DEVELOP	I-4717	80 580-0513	TRAINING EXPE:	EDC: WEBINAR SITE SE	135965	79.00
					VENDOR 01-020165 TOTALS		79.00
01-021232	GATEWAY PRINTING & OFF	I-4234574-1	80 580-0101	OFFICE SUPPLI:	EDC: MISC. OFFICE SU	135970	38.66
					VENDOR 01-021232 TOTALS		38.66
01-1	TEXAS DOWNTOWN ASSC	I-9834-1	80 580-0551	DUES & MEMBER:	TEXAS DOWNTOWN ASSC:	135978	165.00
					VENDOR 01-1 TOTALS		165.00
						DEPARTMENT 580 EDC	TOTAL: 3,940.69

VENDOR SET 80 ECONOMIC DEVELOPMENT CORPTOTAL: 4,417.24

REPORT GRAND TOTAL: 717,645.31

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

**MEETING DATE:** July 20, 2016

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

**DEPARTMENT:** Public Works

**ITEM**

Approve installation of the City Logo signage on the Community Center in the amount of \$3,711.40, approve Change Order #6 for same amount, as well as, budget amendment for \$1,712.

**ITEM BACKGROUND**

Change order #6 had previously been submitted for an amount of \$1000 to install the wording "Community Center" but the council wanted the full logo. The council approved a budget of \$2000 but the proposal received from the contractor is greater than that amount.

**BUDGET/FINANCIAL SUMMARY**

Increase line item 01-572-1001 by \$1711.40 for the purchase and installation of the wording at the community center. This item had previously been approved at \$2000.

The current level of excess reserves in the General Fund is \$93,000.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

**RECOMMENDATIONS/COMMENTS**



## Construction Contract Change Order Request Form

<b>Architect:</b> Listi Architects PO Box 2220 South Padre Island, TX 78597  Phone No.: 956-345-9960	<b>Owner:</b> City of South Padre Island 4601 Padre Blvd South Padre Island, TX 78597  Phone No.: 956-761-8159	<b>Contractor:</b> SRC Services PO Box 3079 South Padre Island, TX 78597  Agreement Date: 6/25/2015 Phone No.: 956-433-5492	
<b>Project No.:</b> <b>Project Description:</b> Old City Hall Renovations		<b>Change Order No.:</b> 6 Revised <b>Date:</b> 7/12/2016	
<b>Reason for Request:</b> Addition of a partition wall with door or retractable sliding gate.			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	City Logo		\$3711.40
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	

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Original Contract Price: \$283,053.00	Original Contract Time: 260 days
Previous Change Order(s): No. 1 to No. 7 \$19,329.27 Note C.O. #5 not approved	Net Change From Previous Change Orders: 94 days
Contract Price Prior to this Change Order: \$302,252.27	Contract Time Prior to this Change Order: 354 days
Net Increase/Decrease of this Change Order: \$3711.40	Net Increase/Decrease of this Change Order: 42 days
Contract Price With all Approved Change Orders: \$305,963.67	Contract Time With all Change Orders: 396 days
Cumulative Percent Change in Contract Price (+/-): 8.09 %	Current Construction Contract End Date: (mm/dd/yy) 7/1/2016
Construction Contract Start Date: (mm/dd/yy) 7 / 13 /2015	New Construction Contract End Date: (mm/dd/yy) 8/12/2016

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

**RECOMMENDED:**

By: \_\_\_\_\_  
ENGINEER

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
OWNER

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
CONTRACTOR

Date: \_\_\_\_\_

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Size of new sign



(18 Inches Tall)

(Custom To Size)

South Padre  
ISLAND  
(Roman 6 Inch)

91"

COMMUNITY CENTER

( Helvetica 8 Inch)

116"

5-13



(18 Inches Tall)

South Padre  
ISLAND

(Custom To Size)

(Roman 6 Inch)

COMMUNITY CENTER

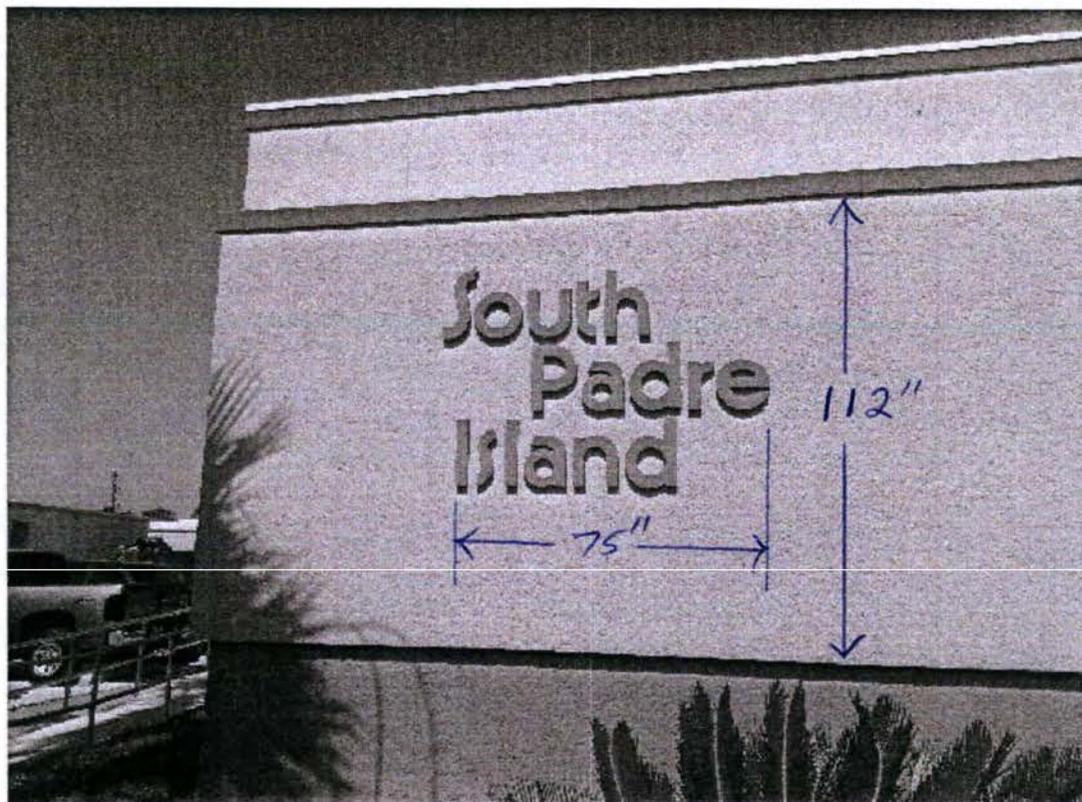
( Helvetica 8 Inch)

← 180" →

↑ 112" ↓

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Old Sign



51-5

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

PROPOSAL	
Name: Old City Hall	Date: 6/30/16
Address: SPI	PO#
Project Name: Exterior Signage	

Scope of work is as follows:

Furnish and install sign and logo per mock up. \$3,374.00  
From the time of approval to install is approximately  
2 to 3 weeks for manufacturing and install.

Subtotal: \$3,374.00  
OH&P: \$337.40  
Total: \$3,711.40

Exclusions:  
Security  
Work will be done under original permit.  
Anything not specifically noted above.

Thank you

  
Jason Shanks  
SRC Services, Inc.  
Cell# 507-269-1513  
Email: jason@srcservicesinc.net

Authorization To Proceed:

Date:

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

**MEETING DATE:** July 20, 2016

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

**DEPARTMENT:** Public Works

**ITEM**

Approve Interlocal Agreement with the Laguna Madre Water District in the amount of \$15,000 to clean the City's storm drains.

**ITEM BACKGROUND**

Over the years, the City has paid Laguna Madre Water District to clean storm drains using their Vactor Truck. This year the contract amount will be \$15,000 the Public Works Staff will identify the inlets needed to be cleaned.

**BUDGET/FINANCIAL SUMMARY**

01-543-0417 Storm Sewer Line Item \$15,000

**COMPREHENSIVE PLAN GOAL**

6.L Improve storm water management system.

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval of the Interlocal Agreement with Laguna Madre Water District.

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## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF SOUTH PADRE ISLAND, TEXAS (“City”) and the LAGUNA MADRE WATER DISTRICT (“District”) political subdivisions of the State of Texas.

### WITNESSETH:

**WHEREAS**, V.T.C.A., Government code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the Laguna Madre Water District has the necessary resources to perform maintenance and cleaning of underground pipe networks;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

### I.

#### TERMS AND CONDITIONS

1. The District will provide “on call” service (at the District’s convenience) to perform storm drain cleaning at the City’s request.
2. The City agrees to pay an hourly rate of \$350.00 per hour for the necessary work up to a total amount of \$15,000. This hourly rate will include all equipment expenses (including but not limited to necessary fuel costs, maintenance, and any required insurance associated with the equipment) and all labor costs (including but not limited to wages, benefits and any insurance that the District carries for its employees).
3. The District agrees to hold harmless, defend and indemnify the City for the from any third party claim or liability (including reasonable defense costs and attorneys’ fees) to extent arising from or in conjunction with the negligence of the District’s employees in the course of the performance of their duties associated with this service; the City agrees to hold harmless, defend and indemnify the District for and from and third party claim or liability (including reasonable defense costs and

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attorneys' fees) to extend arising from or in conjunctions with the negligence of the City's employees in the course of the performance of their duties associated with this service.

**II**

**MISCELLANEOUS**

1. The parties agree that in the event any provision of the Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Cameron County, Texas.

**CITY OF SOUTH PADRE ISLAND, TEXAS**

By: \_\_\_\_\_  
Bharat Patel, Mayor

Date Signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

**LAGUNA MADRE WATER DISTRICT**

By: \_\_\_\_\_  
Carlos Galvan, General Manager

Date Signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

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

**MEETING DATE:** July 20, 2016

**NAME & TITLE:** Alita Bagley, Council Member

**DEPARTMENT:** City Council

**ITEM**

Approve second and final reading of Ordinance No. 16-15 amending Section 4-27 "Standards for Construction" by adding Subsection 4-27(Z) prohibiting chain link fences while allowing vinyl-coated chain link fences temporarily for construction sites and allow for tennis and basketball courts only.

**ITEM BACKGROUND**

At the July 6, 2016 City Council meeting, Council Members voted approval with the addition to allow vinyl-coated chain link fences around tennis and basketball courts.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:                YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

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**ORDINANCE NO. 16-15**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING SECTION 4-27 STANDARDS FOR CONSTRUCTION OF CHAPTER 4 BUILDINGS AND CONSTRUCTION BY ADDING SUBSECTION 4-27(Z) REGARDING FENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.**

**WHEREAS**, the City of South Padre Island has heretofore adopted Chapter 4 (Buildings and Construction) of the Code of Ordinances;

**WHEREAS**, the City Council finds that the construction standards for fences need to be established by amending Section 4-27; and

**WHEREAS**, it is the City Council's intent to protect public health, safety and welfare by adding Section 4-27(Z).

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

**Section 1.** Section 4-27(Z) of the Chapter 4 Buildings and Construction is hereby added and restated to read as follows:

Sec.4-27

(Z) Chain link fences are prohibited. Vinyl-coated chain link fences may be allowed temporarily for construction sites only. Vinyl-coated chain link fences may be allowed around tennis and basketball courts.

**Section 2.** This ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

**Section 3.** Any violation of the above mentioned section of Chapter 4 of the Code of Ordinances of the City of South Padre Island may be punished by a fine not to exceed five Hundred Dollars (\$500.00) for each offense of for each day such offense shall continue and the penalty provisions of Sections of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

**Section 4.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that

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

**Section 5.** This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the 6th day of July, 2016.

PASSED, APPROVED AND ADOPTED on Second Reading, the 20<sup>th</sup> day of July, 2016.

**ATTEST:**

**CITY OF SOUTH PADRE ISLAND,  
TEXAS**

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SUSAN HILL, CITY SECRETARY

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BHARAT R. PATEL, MAYOR

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

**MEETING DATE:** July 20, 2016

**NAME & TITLE:** Randy Smith, Public Safety Director

**DEPARTMENT:** Police

**ITEM**

Discussion and action to approve first reading of Ordinance No. 16-16 amending Sec. 11-216 of Chapter of the Code of Ordinances pertaining to wrecker companies (tow trucks) and increasing the allowed maximum to five (5).

**ITEM BACKGROUND**

Currently, the City ordinance limits the number of permits issued to four (4) wrecker companies and would like to increase it to five (5).

**BUDGET/FINANCIAL SUMMARY**

Revenue increase.

**COMPREHENSIVE PLAN GOAL**

Increase permits will reassures fair and equitable treatment to our local tow companies, as well as our citizens and visitors alike.

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

ORDINANCE NO. 16-16

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING SEC. 11-216 OF CHAPTER 11 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND PERTAINING TO WRECKER COMPANIES (TOW TRUCKS) AND INCREASING THE ALLOWED MAXIMUM TO FIVE (5); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES. PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.

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

**Section 1.** Sec. 11-216 of Chapter 11 of the Code of Ordinances of the City of South Padre Island is amended to read as follows:

**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. Upon adoption of this amended Sec. 11-216, those wrecker companies which are currently on the city’s rotation list may continue on the rotation list and/or to conduct private property towing service, if they meet the criteria set out in this Chapter 11, 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 five (5) wrecker services. They are: 1) Paradise Towing, 2) Bay Area Towing, 3) A-pro Island Beach Towing, 4) Cantu’s Towing and 5) Isla 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 five (5). They are: 1) Paradise Towing, 2) Bay Area Towing, 3) A-pro Island Beach Towing, 4) Cantu’s Towing and 5) Isla Towing.”

**Section 2:** This ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

**Section 3.** Any violation of the above amended sections of Chapter 2 of the Code of Ordinances of the City of South Padre Island or failure to pay the same may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

**Section 4.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

**Section 5.** This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the 20<sup>th</sup> day of July 2016.

PASSED, APPROVED AND ADOPTED on Second Reading, the 3<sup>rd</sup> day of August 2016.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

\_\_\_\_\_  
Susan Hill, City Secretary

\_\_\_\_\_  
Bharat R. Patel, Mayor

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

**MEETING DATE:** July 20, 2016

**NAME & TITLE:** Paul Munarriz, Council Member

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action regarding a request for abandonment of portion of Kingfish Street public right-of-way west of Laguna Boulevard by Sand Castle Council of Co-Owners, Inc., Sand Castle II Association of Co-Owners, Inc. and Sand Castle III Association of Co-Owners, Inc. (collectively referred to as the "Associations").

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                    YES: \_\_\_\_\_                    NO: \_\_\_\_\_  
Approved by Legal:            YES: \_\_\_\_\_                    NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

**APPLICATION FOR ABANDONMENT OF PORTION OF KINGFISH  
STREET PUBLIC RIGHT-OF-WAY WEST OF LAGUNA BLVD. IN THE  
CITY OF SOUTH PADRE ISLAND, TEXAS**

**Date:** May 14, 2016

**To:** The Mayor and City Council of the City of South Padre Island, Texas

**Applicants** [on behalf of themselves and their respective members pursuant to Texas Property Code §82.102(a)(4)]:

- (1) Sand Castle Council of Co-Owners, Inc.
  - (2) Condominiums at Sand Castle II Association of Co-Owners, Inc.
  - (3) Condominiums at Sand Castle III Association of Co-Owners, Inc.
- [(1), (2) and (3) collectively referred to as the "**Associations**"]

**Request:** For adoption of an ordinance, pursuant to Texas Local Government Code §253.001(c), directing the Mayor or City Manager of South Padre Island to execute documents necessary

(1) to acknowledge the City's abandonment of that portion of the West Kingfish Street right-of-way easement located west of the westernmost boundary line of the Laguna Blvd. public right-of-way (the described easement hereafter referred to as the "**Subject Easement**"); and

(2) to convey (as appurtenant to the units at the Sand Castle Condominiums) the Subject Easement, with the conveyance being to the various unit owners (including the Associations) of units in the following condominium regimes (collectively the "**Sand Castle Condominiums**"): Sand Castle Number One, Sand Castle II Condominiums, and Sand Castle III Condominiums.

Attached hereto as **Exhibit A** is a drawing reflecting the Subject Easement that the Applicants request that the City formally abandon and convey to the Sand Castle Condominiums unit owners. This Exhibit also shows: (i) the surrounding area to the nearest public street in all directions (which is only Laguna Blvd. to the east); and (ii) all of the abutting lots and blocks in the platted subdivision where the Subject Easement is located.

**History & Ownership:**

- **1952** John L. Tompkins & Co. filed with Cameron County a Plat of **Padre Beach Section V**, which is attached as **Exhibit C**. That Plat covers land from the Laguna Madre to the Gulf of Mexico. On that Plat, Tompkins "dedicate[d] to public use the streets, easements and Rights-of-way as shown" on the Plat<sup>1</sup> (emphasis added). Among the streets<sup>2</sup> dedicated on the Plat is Kingfish Street.

<sup>1</sup> See Plat attached hereto as Exhibit C, paragraph (starred) which Tompkins signs as Trustee Owner.

<sup>2</sup> Padre Boulevard, Gulf Boulevard, Swordfish Street, Red Snapper Street, Dolphin Street, Kingfish Street, and White Cap Circle and Blue Water Circle.

- Well-settled law establishes that
  - The persons who own land abutting a street which has been dedicated to the public by a plat are the actual fee title owners of the land to the center of the street;
  - Whenever an abutting owner transfers land to another, that conveyance carries with it the title to the center of the street, which vests in the new owner; and
  - The City simply owns a surface right-of-way easement, which is a public easement that encumbers the abutting owners' fee title to the land to the center of the street.<sup>3</sup>
  
- **April 1973** Bill & Jean Moore, the sole owners of all of the western-most lots on both sides of the Subject Easement [other than the mere 100 feet at the northeast corner of Kingfish St. and Laguna Blvd.<sup>4</sup> (the "**NE 100 Feet**")] created the Sand Castle Number One condominium regime out of the land they owned.<sup>5</sup>
  - The Declaration creating the initial 1973 condominium regime<sup>6</sup> described the "Improvements" in the condominium regime as including "the automobile parking areas . . . fishing piers, boat docks, [and] boat launching ramp"<sup>7</sup> (collectively the "**Parking and Street End Improvements**").
  - All of these Parking and Street End Improvements are also described in the Declaration as among the "General Common Elements" dedicated for use only by the condominium unit owners and their invitees.<sup>8</sup>
  - As shown on **Exhibit B** attached,<sup>9</sup> the Sand Castle Condominiums Parking and Street End Improvements are located on both sides of Kingfish St., on which the City's right-of-way easement sits. Those Parking and Street End Improvements themselves occupy more than half the width and the western-most end of the street easement right-of-way that was dedicated to public use by Tompkins in 1952.
  - As noted above, the Sand Castle condominium unit owners – as all the persons owning (as tenants in common) the General Common Elements on the land abutting Kingfish St. at this point in time and place – own the fee simple interest in this land up to the center of the street on both sides of the street. In other words, the Sand Castle condominium unit owners own all the land underlying what became at this point is a mere nominal street easement except to the extent

<sup>3</sup> See Rocha and Ward, How to Close a Street Called Desire, a Legal History of Streets (Abridged), Texas City Attorneys Association (2006) and various authorities and cases cited therein, p. 8.

<sup>4</sup> Lots 8 & 9 in Block 66, Padre Beach Subdivision Section V

<sup>5</sup> located on Lots 1-7 in Block 66, and Lots 1-8 in Block 65, Padre Beach Subdivision V

<sup>6</sup> filed in Vol. 3, Page 69, Cameron County Condominium Records

<sup>7</sup> See Cameron County Condominium Records, Vol. 3, at the top of Page 72

<sup>8</sup> See Cameron County Condominium Records, Vol. 3, bottom of Page 72, continuing on to Page 73

<sup>9</sup> the filed Plat accompanying the Declaration

the street easement served the owners of only the NE 100 Feet adjoining Laguna Blvd.

- **During the 43+ years between April 1973 & Now**
  - The lease from the GLO for the submerged land at the end of the Subject Easement has been in the name of and for the benefit of the Sand Castle Condominium Number One owners, as the owners of the General Common Elements that include the fishing piers, boat docks, and boat launching ramp.
  - Only the Sand Castle owners and their invitees – not the general public – have had any right to use these dock facilities and the boat ramp, and the parking areas that occupy most all of the Subject Easement leading up to them.
  - Sand Castle Condominiums residents have had serious and repeated problems with trespassers on their property, causing the following:
    - Property damage from vandalism and wear and tear on the General Common Elements by persons who have no right to use the condominium General Common Elements;
    - The presence of strangers who have no business coming on to the Sand Castle Condominiums property, threatening the residents' safety and security and damaging their property.
  - This trespassing and accompanying property and security violations occur even though the Subject Easement, as it extends west from Laguna Boulevard, does not adjoin a public street, nor does it go anywhere other than to property owned by the Sand Castle Condominiums residents.
- In an effort to solve the repeated trespassing and threats to the residents' security and property, unit owners at the Sand Castle Number One condominium regime sought to install a security gate at the entrance to the condominium grounds.
  - The security gate is to be located where the condominium General Common Elements<sup>10</sup> begin, at the line coincident with the western-most boundary line of the Laguna Blvd. public right-of-way and eastern-most boundary of the Subject Easement.
  - Such a gate will effectively restrict access to the condominium General Common Elements to those persons who own those General Common Elements and their invitees, similar to the situation that exists in other gated condominium communities located throughout South Padre Island.
  - To facilitate the ability to install a security gate at this location, two of the Sand Castle Number One condominium unit owners (husband and wife Craig and Christina **Sparling**) therefore purchased the two lots abutting the NE 100 Feet of

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<sup>10</sup> the defined Parking and Street End Improvements

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the Subject Easement, under a plan to make all of the land west of the intersection of Laguna Blvd. and Kingfish St. part of the Sand Castle Condominiums.

- **October 2008** As part of this plan, Sparling created the Sand Castle II & III condominium regimes,<sup>11</sup> whose dedicatory instruments<sup>12</sup> specifically refer to and incorporate the plan to consolidate Sand Castle II & III with Sand Castle Number One, including the General Common Elements.
  - The associations created for Sand Castle II & III, pursuant to the authority in Texas Property Code §82.102(a), simultaneously entered into an Easement and Maintenance Agreement (“EMA”)<sup>13</sup> with Sand Castle Number One. The EMA creates perpetual and reciprocal easements for use of the General Common Areas by the residents of the consolidated Sand Castle Condominiums.
  - The Applicants thus represent 100% of the fee simple owners of the land underlying the Subject Easement, all of which represents part of the General Common Elements of the consolidated Sand Castle Condominiums.

**Reasons for Abandonment/Conveyance of Easement:** The City should formally abandon the Subject Easement for the following reasons:

1. Abandonment of the Subject Easement will greatly reduce the safety and security risks the Sand Castle Condominiums residents repeatedly suffer when persons who do not reside in the Sand Castle condominium regimes or who have not been invited by the residents trespass upon the residents’ property.
2. This will in turn save the City money and resources by:
  - a. decreasing the number of security calls, complaints, nuisance calls and reports to which the City’s police department must respond;
  - b. eliminating the cost of the City’s obligation to maintain a street on this portion of the Kingfish right-of-way.
3. The City’s easement here is purely nominal, as it serves no public purpose and is located on land to which the general public is not even entitled to go. The Subject Easement goes nowhere to which the public is entitled to go, or which the public cannot otherwise access through other public means.
  - a. All of the land underlying the Subject Easement is part of the General Common Elements of the Sand Castle Condominiums, none of which should be used by the general public.

<sup>11</sup> located on Lots 8 and 9 in Block 66, Padre Beach Subdivision.

<sup>12</sup> Recorded in the Cameron County Official Records as Doc. #48992 in Vol. 15520, Page 157 *et seq.* and Doc. #49059 in Volume 15521, Page 255 *et seq.*

<sup>13</sup> Recorded as Doc. #49146 in Cameron County Official Records, Vol. 15523, page 111 *et seq.*

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- b. The only place to which the Subject Easement leads is to additional Sand Castle General Common Elements that only the Sand Castle residents are entitled to use: the dock facilities and the boat ramp.
- c. The Laguna Madre, which lies beyond the Sand Castle Condominiums private dock facilities and boat ramp, can be accessed by the general public through numerous other access points along this vast body of water.

**Procedure for Abandonment/Conveyance – No Appraisal Needed:** The abandonment and vacating of the City’s easement must be in the form of an ordinance;<sup>14</sup> however, because of the very unique circumstances surrounding the ownership, history and use of the land underlying the City’s nominal easement here, there is no need for providing for an appraisal to determine any fair market value for the conveyance of the City’s easement interest here for the following reasons:

- 1. The only time an appraisal is needed is when the City is required to determine the “fair market value” of an easement before conveying its interest. The requirements for an appraisal before a municipality can convey an easement is set forth in Tex. Local Gov’t Code § 272.001(b), which reads in part as follows:

[T]hose interests described by this subsection<sup>15</sup> may not be conveyed, sold, or exchanged for less than the *fair market value* of the land or interest unless the conveyance, sale or exchange is with one or more abutting property owners who own the underlying fee simple. The *fair market value* is determined by an appraisal . . . .” (footnote and emphasis added).

- 2. As noted in the History & Ownership set forth above, by law, the Applicants are the fee simple abutting owners of the land underlying and subject to the City’s nominal right-of-way easement on this portion of West Kingfish. Under the clear language of Tex. Local Gov’t Code § 272.001(b), there is absolutely no need for a determination of fair market value. Hence, there is no need for an appraisal.
- 3. Nor is this a situation similar to any other instance in which the City needed an appraisal so that it could get “fair market value” for conveying a City owned property interest – *e.g.*, where the City proposed selling its easement right to developers of the underlying land who may have owned some of the abutting lots.
  - a. Those previous circumstances were instances in which the street easement actually had value, either (i) to the City because the street was something that could actually be used by the general public and was perhaps a conduit to property used by the City or the general public, or (ii) to the developer who was changing the use of the land and would thus realize future profits from the development and changed use of the land.

<sup>14</sup> Tex. Local Gov’t Code § 253.001(c)

<sup>15</sup> which includes in subsection (b)(2) “streets or alleys, . . . used by easement;”

7-6

- b. As noted above, the only members of the “general public” who use the Subject Easement are trespassers on the Sand Castle Condominiums General Common Elements. Neither the City, nor the persons whom the City governs as members of the general public, own any valuable interest here because the only persons who have the right to use the parking areas and private boat ramp and docks to which this nominal easement leads are the Sand Castle Condominiums residents.
4. By abandoning a merely nominal easement interest and conveying it to the Sand Castle Condominium unit owners, the City will not be “letting go” of a supposedly valuable interest in property to a person or company who can then develop it for profit.
  - a. On the contrary, the City would be “letting go” of the risks and costs associated with (i) maintaining a street that is not and cannot be used by either the general public or the City, and (ii) responding to the safety and security concerns of the Sand Castle Condominiums residents when unwanted intruders trespass on their property.
  - b. Once the City abandons its mere nominal easement here, the Applicants are not going to use, or even be able to use, their land thus unencumbered by the City’s easement to pursue development of a profitable new venture; rather, they will continue to use their land as they have for the last 43+ years, as the sole access they have to the General Common Elements they own: the parking areas for their vehicles, and their private boat ramp and docks.
5. Abandonment of the Subject Easement will thus serve the best interests of the City by (i) increasing the safety, security and welfare of the Sand Castle Condominiums residents, (ii) taking nothing that is of value to either the City or the general public it governs, and (iii) requiring nothing more than enactment of an ordinance under Texas Local Government Code § 253.001(c)

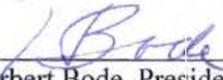
**WHEREFORE, the undersigned Applicants submit this Request that the City of South Padre Island adopt an ordinance [pursuant to Texas Local Government Code § 253.001(c)] directing the Mayor or City Manager of South Padre Island to execute documents necessary**

- (1) to acknowledge the City’s abandonment of the portion of the West Kingfish Street right-of-way west of the westernmost boundary line of the Laguna Blvd. public right-of-way (the “Subject Easement”); and**
- (2) to convey to the Sand Castle Condominiums owners the Subject Easement.**

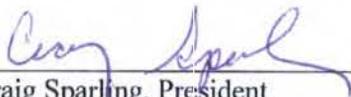
7-7

**APPLICANTS:**<sup>16</sup>

**BY: SAND CASTLE COUNCIL OF CO-OWNERS, INC.**

  
\_\_\_\_\_  
Herbert Bode, President

**BY: CONDOMINIUMS AT SAND CASTLE II ASSOCIATION OF CO-OWNERS, INC.**

  
\_\_\_\_\_  
Craig Sparling, President

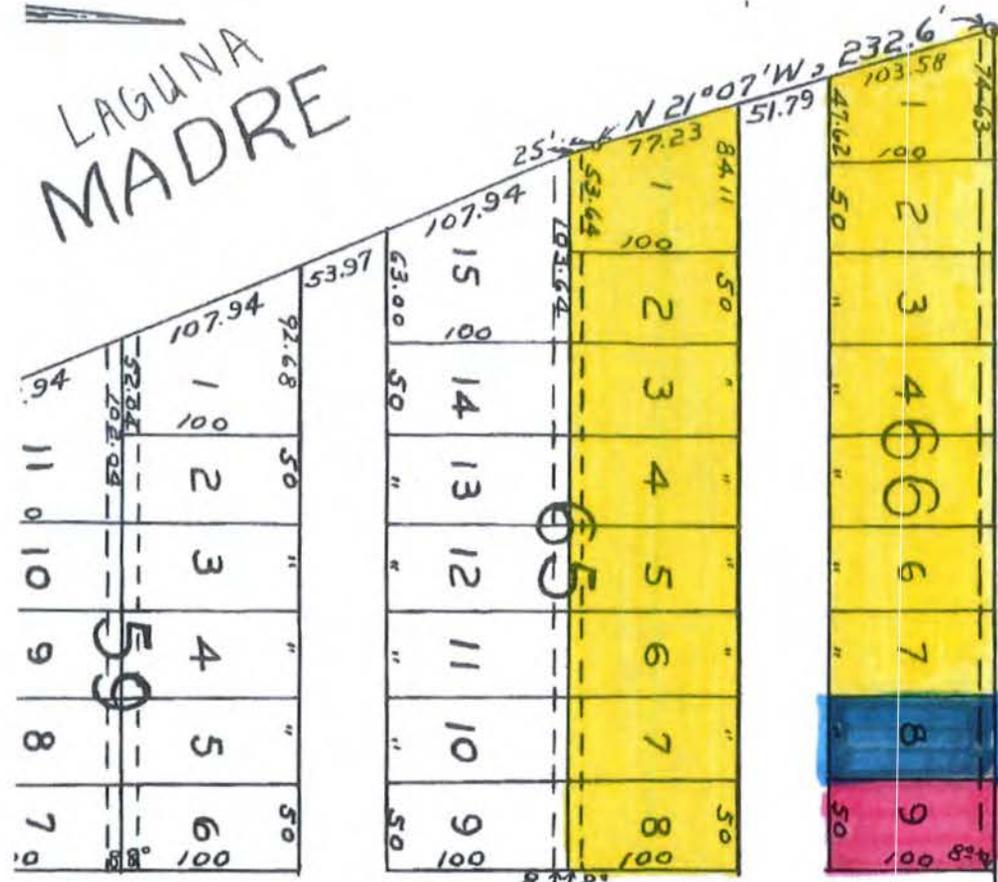
**BY: CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC.**

  
\_\_\_\_\_  
Craig Sparling, President

<sup>16</sup> pursuant to Tex. Prop. Code §82.102(a)(4)

Exhibit A

LAGUNA MADRE

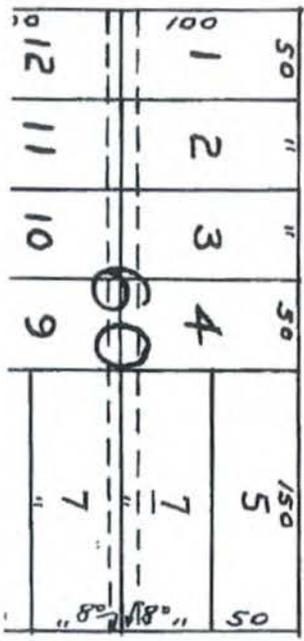


- Sand Castle No. 1
- Sand Castle No. 2
- Sand Castle No. 3

Blocks 65 and 66 are located in Padre Beach Subdivision

OULEYARD

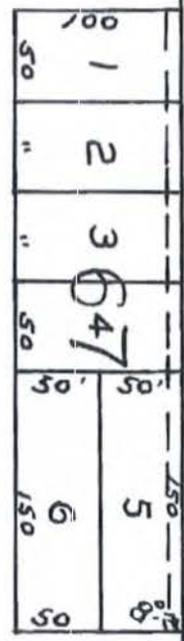
LAGUNA BOULEVARD



DOLPHIN



KINGFISH



PADRE BOULEVARD



Exhibit  
C

14 38

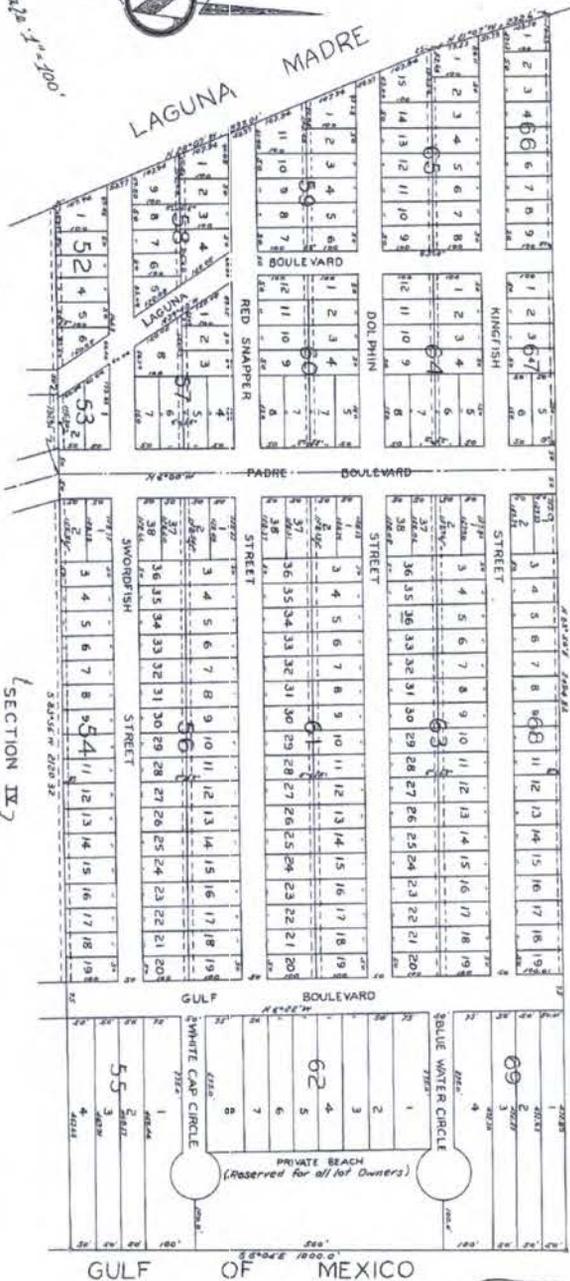
17815  
**PADRE BEACH SECTION IV**

COMPRISING BLOCKS 22-49 BOTH INCLUSIVE BEING A SUBDIVISION OF 53.25 ACRES ON PADRE ISLAND SAME BEING IMMEDIATELY NORTH OF AND ADJOINING PADRE BEACH SECTION III, AS RECORDED IN VOLUME 14 PAGE 82 MAP RECORDS OF CAMERON COUNTY, TEXAS.

JOHN L. TOMPKINS & CO  
DEVELOPERS  
214-215 JONES BLDG. CORPUS CHRISTI, TEXAS  
July 22, 1952  
San Benito, Tex

J. McAnally  
Civil Engineer

ENG. SEAL



EXAMINER'S CERTIFICATE

I, J. E. McAnally, Civil Engineer, certify that this is a true and correct Map of Padre Beach Section IV, comprising the 53.25 Acres, more or less, out of a 1920-00 Acre Tract, as shown by Deed from W. J. Ehlers, et al., dated October 12, 1952 and recorded in Vol. 527, Page 129, Deed Records of Cameron County, Texas, as submitted and plotted by me.

28 July 1952

ENG. SEAL

J. E. McAnally  
Civil Engineer

STATE OF TEXAS

COUNTY OF CAMERON

Subscribed and Sworn to before me this 28 day of July 1952.  
W. D. Collins, Notary Public in and for Cameron County, Texas.

W.D. COLLINS

STATE OF TEXAS

COUNTY OF CAMERON

I, John L. Tompkins, Trustee, owner of the 53.25 Acres, more or less, out of a 1920-00 Acre Tract, as shown by Deed from W. J. Ehlers, et al., dated October 12, 1952, and recorded in Vol. 527, Page 129, Deed Records of Cameron County, Texas, do hereby adopt and confirm this Padre Beach Section IV, as plotted and shown on this Map and dedicate to public use the streets, easements, and rights-of-way shown thereon.

Witness My Hand this 28 day of July 1952.

John L. Tompkins, Trustee  
Trustee Owner

STATE OF TEXAS

COUNTY OF CAMERON

Before Me the Undersigned Authority, on this day personally appeared John L. Tompkins, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given Under My Hand and Seal of Office, this 28 day of July, 1952.  
W. D. Collins, Notary Public, Cameron County, Texas.

W.D. COLLINS

O. K. J. C. Harris, County Engineer - 7-8-52

ENG. SEAL

O. K. C. H. Helcomb, Deed Registrar - Collector

SEAL

Approved by the Commissioners' Court of Cameron County, Texas, at Regular Meeting on the 18th day of September, 1952.

Oscar C. Doney,  
County Judge.

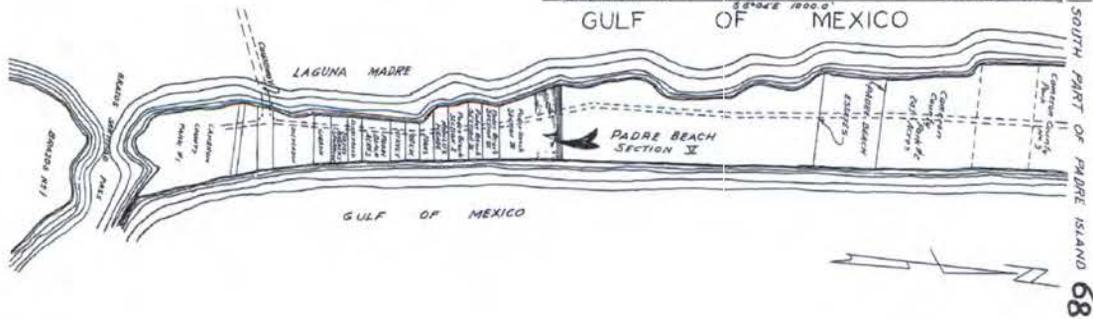
Approved by the City Commission, City of Port Isabel, Texas, this 11 day of August, 1952.

Attest:  
C. D. Brouder,  
City Secretary.

D. H. Christensen,  
Mayor

Filed for record at 9:30 o'clock A.M., Sept. 18th A. D. 1952, and duly recorded at 4:50 o'clock P.M., Sept. 22nd, A. D. 1952.

H. D. Seng, County Clerk,  
CAMERON COUNTY, TEXAS.  
By *[Signature]*  
Deputy



SOUTH PART OF PADRE ISLAND 68

7-11

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

**MEETING DATE:** July 20, 2016

**NAME & TITLE:** Sungman Kim, Director

**DEPARTMENT:** Development Services

**ITEM**

Public Hearing and discussion and action regarding a Specific Use Permit for a Substance Abuse Treatment Facility proposed at Lot 1, Block 179, Fiesta Isles Subdivision, Section XII:

- a. **PUBLIC HEARING:** to discuss permitting a specific use for a substance abuse treatment facility proposed at Lot 1, Block 179, Fiesta Isles Subdivision, Section XII.

**NOTE:** At this time the Mayor will open the Public Hearing to those who wish to speak for or against and close the Public Hearing when finished.

- b. Discussion and action on a specific use for a substance abuse treatment facility proposed at Lot 1, Block 179, Fiesta Isles Subdivision, Section XII.

**ITEM BACKGROUND**

The Outcomes Detox Center applied for a Specific Use Permit to use the properties on 5508 Padre Boulevard, South Padre Island, TX 78597 as Substance Abuse Treatment Facilities.

The Planning & Zoning Commission reviewed the item at their June 16<sup>th</sup> meeting, which was continued from May 19<sup>th</sup> and recommended the City Council deny the application with 2:1 vote while 1 abstained.

**BUDGET/FINANCIAL SUMMARY**

This does not require any commitments.

**COMPREHENSIVE PLAN GOAL**

The Specific Use Permit would be consistent with the Comprehensive Plan Chapter VI. Economic Development.

Policy 1.1.4: The City shall become one of the most business-friendly cities in the United States.

Strategy 1.1.4.2: Though restrictions on local business expansion should be removed.

Strategy 1.1.4.3: The City should establish programs encouraging and investing in local workforces

**LEGAL REVIEW**

Sent to Legal:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

Approved by Legal:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

**RECOMMENDATIONS/COMMENTS**

The City Attorney strongly recommends the City Council approve the application.

Staff's original recommendation at the Planning and Zoning meeting was to deny the application due to insufficient information provided by Dr. Guevara in his letter dated May 31, 2016.

Through the discussion at the Planning and Zoning meeting, however, according to Deborah Patton, Practice Manager of Medical Associates of Brownsville & SPI Clinic, it was clarified that the program would include both detox and residential treatments, and this satisfies the major concern of the safety issue. It was also noted that the applicant was in the process of acquiring accreditation from JCAHO (Joint Commission on Accreditation of Healthcare Organizations) and CARF (Commission on Accreditation of Rehabilitation Facilities)..

If upper-stated issues are resolved, the concerned safety issues would be resolved and, therefore, Staff recommend the City Council approve the Specific Use with the 6 conditions below:

1. The proposed intensity shall be kept and maintained as a 2-story building with maximum 20 beds licensed by Texas Department of State Health Services (TX DSHS) (a condition used in the past for the Origins);
2. The business shall not operate an outpatient methadone dispensary/clinic, or any variation thereof (a condition used in the past for the Origins);
3. The applicant shall operate a Substance Abuse Treatment Facility that only allows voluntary entry by persons, and such entry shall only be allowed after the applicant has used commercially reasonable efforts to administer their screening program to avoid entry by persons having a violent criminal history<sup>1</sup>. It shall be a violation of this permit if the Substance Abuse Treatment Facility allows entry by any person (1) as part of a criminal justice program, such as pretrial diversion; and/or (2) pursuant to a Court order (a condition used in the past for the Origins);

<sup>1</sup> Anyone who voluntarily join the program and can control oneself should be considered as a person with disability protected by the Rehabilitation Act, the Fair Housing Act and the Americans with Disabilities Act.

4. The applicant agrees that it is an express condition of this Specific Use Permit that the applicant must maintain a Substance Abuse Treatment Facility License (a condition used in the past for the Origins);
5. Owned and operated by the Outcomes Detox Center (a condition used in the past for the Origins); and
6. The Specific Use Permit is not transferable (a condition used in the past for the Origins).

**THE CITY COUNCIL  
STAFF REPORT**

**MEETING DATE:** July 20, 2016

**SPONSOR / ORIGINATOR:** Outcomes Detox Center

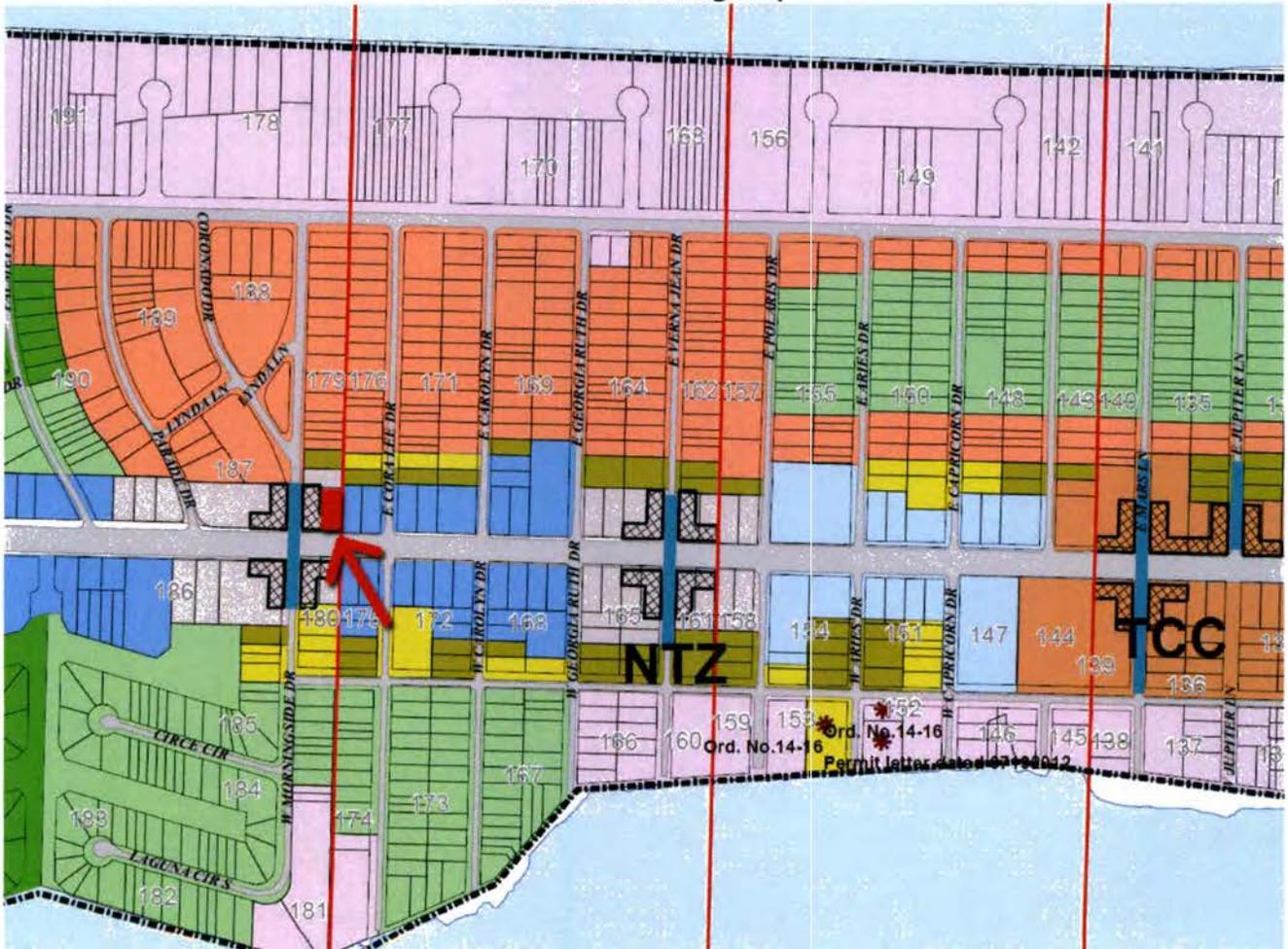
**ITEM DESCRIPTION:**

Discussion and action regarding a Specific Use Permit as a 'Substance Abuse Treatment Facility' for 5508 Padre Boulevard (Lot 1, Block 179).

**DISCUSSION:**

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**Location & Zoning Map**



**The Request:** The Outcomes Detox Center would like to use the property as a Substance Abuse Treatment Facility.

**Consistency with the Comprehensive Plan:**

The Comprehensive Plan Chapter VI. Economic Development generally justifies expansion of local businesses.

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**THE CITY COUNCIL  
STAFF REPORT**

Policy 1.1.4: The City shall become one of the most business-friendly cities in the United States.  
Strategy 1.1.4.2: Tough restrictions on local business expansion should be removed.  
Strategy 1.1.4.3: The City should establish programs encouraging and investing in local workforces

On the other hand, the City needs to balance the supply of land uses and ways to control this trends shall be seek by refining Section 20 Zoning of the City's Code of Ordinance.

**Related Zoning Regulations:**

The lot has been designated as "NC (Neighborhood Crossing)" District.

Table 5.1 Schedule of Uses (Land Use) of Padre Boulevard and Entertainment District Code specifies that "nursing, supervision, and other rehabilitation services including substance abuse clinics" may be authorized through the Specific Use Permit process that meets standards in Chapter 20-24 of the City Code of Ordinances.

Sec.20-24 Specific Use Permits, as follows:

(A) Purpose and Intent

- (1) The City Council of the City of South Padre Island, Texas, after a public hearing and proper notice to all parties affected and after recommendations by the Planning & Zoning Commission may authorize the issuance of Specific Use Permits.
- (2) The purpose and intent of a Specific Use Permit is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of a Specific Use Permit application.

(B) Procedure

- (1) The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a Specific Use Permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and design characteristics of any building or use proposed.
- (2) The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, *the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.*
- (3) All Specific Use Permit approved in accordance with the provisions of this ordinance in its original form or as hereafter amended shall be referenced on the Zoning Map.

**Compatibility Analysis:**

The site is small and surrounded by non-residential uses. Concerns are raised since the site is located between places that sales alcoholic beverages and firearms. Residential buildings exist within 100 feet from the property lines and conflicts with them may exist. Therefore, safety assurance should be

<p><b>THE CITY COUNCIL STAFF REPORT</b></p>
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established to protect both the patients and current residents. (The City has, under Fair Housing Act, responsibilities to protect not only the patients but also the residents.)

Direction	Zone	Current Use
North	Neighborhood Crossing	Kelly’s Restaurant (alcoholic beverage sales)
East	Neighborhood Crossing	Laguna Madre Water Mgt. District
South	Padre Blvd. North	Treasure Trove Resale Shop (firearm sales)
West	Neighborhood Crossing	Vacant Lot

***Impact Analysis:***

1. Uses Proposed  
Interior plans include a nursing office/treatment room, counselling area, living area, dining area, reception area, and client housing rooms (which will contain approximately 20 beds).
2. Parking  
14 parking spaces will be provided, which is more than what 6.4.3 of PBEDC requires (min. 1 space / 500 sq. ft. for non-residential uses)
3. Noise  
Noise issues may not be a problem since the site is surrounded by non-residential properties.
4. Kitchen Odors  
There is no intent to build an industrial grade kitchen on site. All means for the facility clients will be prepared off site and will be catered in.
5. Safety  
For the use of substance abuse treatment facilities, neighbors particularly concern about safety issues. These issues, whether factual or not, need to be addressed. In the past, to minimize potential interactions with neighbors, staff recommended a campus-style development with fences.

8-6

**THE CITY COUNCIL  
STAFF REPORT**

**STAFF RECOMMENDATIONS / COMMENTS:**

Staff's original recommendation at the Planning and Zoning meeting was to deny the application due to insufficient information provided by Dr. Guevara in his letter dated May 31, 2016. At the meeting (the June 16<sup>th</sup> which was continued from the May 19<sup>th</sup>), the Planning & Zoning Commission reviewed the item and recommended the City Council deny the application with 2:1 vote while 1 abstained.

Through the discussion at the Planning and Zoning meeting, however, according to Deborah Patton, Practice Manager of Medical Associates of Brownsville & SPI Clinic, it was clarified that the program would include both detox and residential treatments, and this satisfies the major concern of safety issue. It was also noted that the applicant was in the process of acquiring accreditation from JCAHO (Joint Commission on Accreditation of Healthcare Organizations) and CARF (Commission on Accreditation of Rehabilitation Facilities).

In addition, the City Attorney strongly recommends the City Council approve the application.

After careful reconsideration, staff now recommends the City Council approve the Specific Use Permit for Outcomes Detox Center to utilize the subject properties for a Substance Abuse Treatment Facility with the following conditions:

1. The proposed intensity shall be kept and maintained as a 2-story building with maximum 20 beds licensed by Texas Department of State Health Services (TX DSHS) (a condition used in the past for the Origins);
2. The business shall not operate an outpatient methadone dispensary/clinic, or any variation thereof (a condition used in the past for the Origins);
3. The applicant shall operate a Substance Abuse Treatment Facility that only allows voluntary entry by persons, and such entry shall only be allowed after the applicant has used commercially reasonable efforts to administer their screening program to avoid entry by persons having a violent criminal history<sup>1</sup>. It shall be a violation of this permit if the Substance Abuse Treatment Facility allows entry by any person (1) as part of a criminal justice program, such as pretrial diversion; and/or (2) pursuant to a Court order (a condition used in the past for the Origins);
4. The applicant agrees that it is an express condition of this Specific Use Permit that the applicant must maintain a Substance Abuse Treatment Facility License (a condition used in the past for the Origins);
5. Owned and operated by the Outcomes Detox Center (a condition used in the past for the Origins); and
6. The Specific Use Permit is not transferable (a condition used in the past for the Origins).

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<sup>1</sup> Anyone who voluntarily join the program and can control oneself should be considered as a person with disability protected by the Rehabilitation Act, the Fair Housing Act and the Americans with Disabilities Act.

EXAMPLES OF OLD PERMITS



Origins SPI, LLC  
Attn. Benjamin A. Levenson  
4610 Padre Boulevard  
South Padre Island, TX 78597

June 12, 2012

Re: *Lot 1 Block 135 Speier Subdivision, Section IX – 4610 Padre Boulevard.*

Dear Mr. Levenson,

At their June 5, 2012 regular meeting the Board of Adjustment and Appeals (Zoning) reviewed your request for a Special Exception Use Permit requirements.

The Board approved your request for a Special Exception Use Permit for Lot 1 Block 135, Speier Subdivision, Section IX to operate a "Substance Abuse Treatment Facility" with the following conditions:

1. Owned and operated by the Origins Recovery Center
2. The Special Use Permit is not transferable
3. Maximum of 40 beds
4. Not be an outpatient methadone dispensary/clinic, or any variation thereof
5. Also accept private insurance if accepting Medicaid or Medicare.

If you have any questions concerning this matter, please feel free to call us or come by our office. Office hours are Monday through Friday from 8 a.m. to 5 p.m.

Sincerely,

CITY OF SOUTH PADRE ISLAND

A handwritten signature in black ink, appearing to read "Rick Vasquez", written over a horizontal line.

Rick Vasquez  
Development Director

C: File

*"A Certified Retirement Community"*

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Development Department • 4601 Padre Boulevard • South Padre Island, Texas 78597

Office • 956.761.3221 • Fax 956.761.3898

8-9

**ORDINANCE NO. 14-16**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, REFERRING TO THE SPECIFIC USE PERMIT BY MAKING A REFERENCE IN THE ZONING MAP OF THE CITY OF SOUTH PADRE ISLAND, TEXAS; PROVIDING FOR A SPECIFIC USE PERMIT FOR SUBSTANCE ABUSE TREATMENT FACILITY AT LOT 4, BLOCK 152 PADRE BEACH SUBDIVISION, SECTION X AND LOT 1, BLOCK 1 JONES-GARDERE SUBDIVISION, SECTION X WITH A CONDITION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING PENALTY OF FINE NOT TO EXCEED TWO THOUSAND (\$2,000) FOR EACH AND EVERY OFFENSE; PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.**

**WHEREAS**, the City Council of the City of South Padre Island ("City Council"), has investigated and determined the City of South Padre Island, Texas ("City") should refer to the Specific Use Permit by making a reference in the Zoning Map as provided herein and pursuant to a notice being duly posted according to law, conducted a public hearing wherein a request was made by Dane Hebert on behalf of Origins Recovery of Texas LLC. ("Applicant") to allow a Specific Use Permit for Substance Abuse Treatment Facility on two tracts of land zoned Districts "B" (multi-family dwelling, apartment, motel, hotel, condominium and townhouse district) and "C" (business district); and

**WHEREAS**, the tracts of land are in the City of South Padre Island, Texas, being Lot 4, Block 152 Padre Beach Subdivision, Section X and Lot 1, Block 1 Jones-Gardere Subdivision, Section X, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"); and

**WHEREAS**, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of the City, including but not limited to the Zoning Ordinance, and has further agreed to comply with the additional restrictions set forth herein; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of the City to grant the Specific Use Permit; and

**WHEREAS**, the Planning and Zoning Commission of the City and the City Council, in compliance with the laws of the State of Texas and the requirements of Sec. 20-18 of the City Code of Ordinances (Zoning) have given requisite notice by publication and otherwise, and holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Specific Use Permit should be referenced on the Zoning Map as required by Section 20-24 of the City Code of Ordinance;

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

**Section 1.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2.** The locations of the Specific Use Permit are referenced on the Zoning Map as shown on Exhibit "A".

**Section 3.** Applicant is granted a Specific Use Permit to allow a Substance Abuse Treatment Facility on the Property. A condition of granting this Specific Use Permit is that the Applicant and the use of the Property must abide by each of the following:

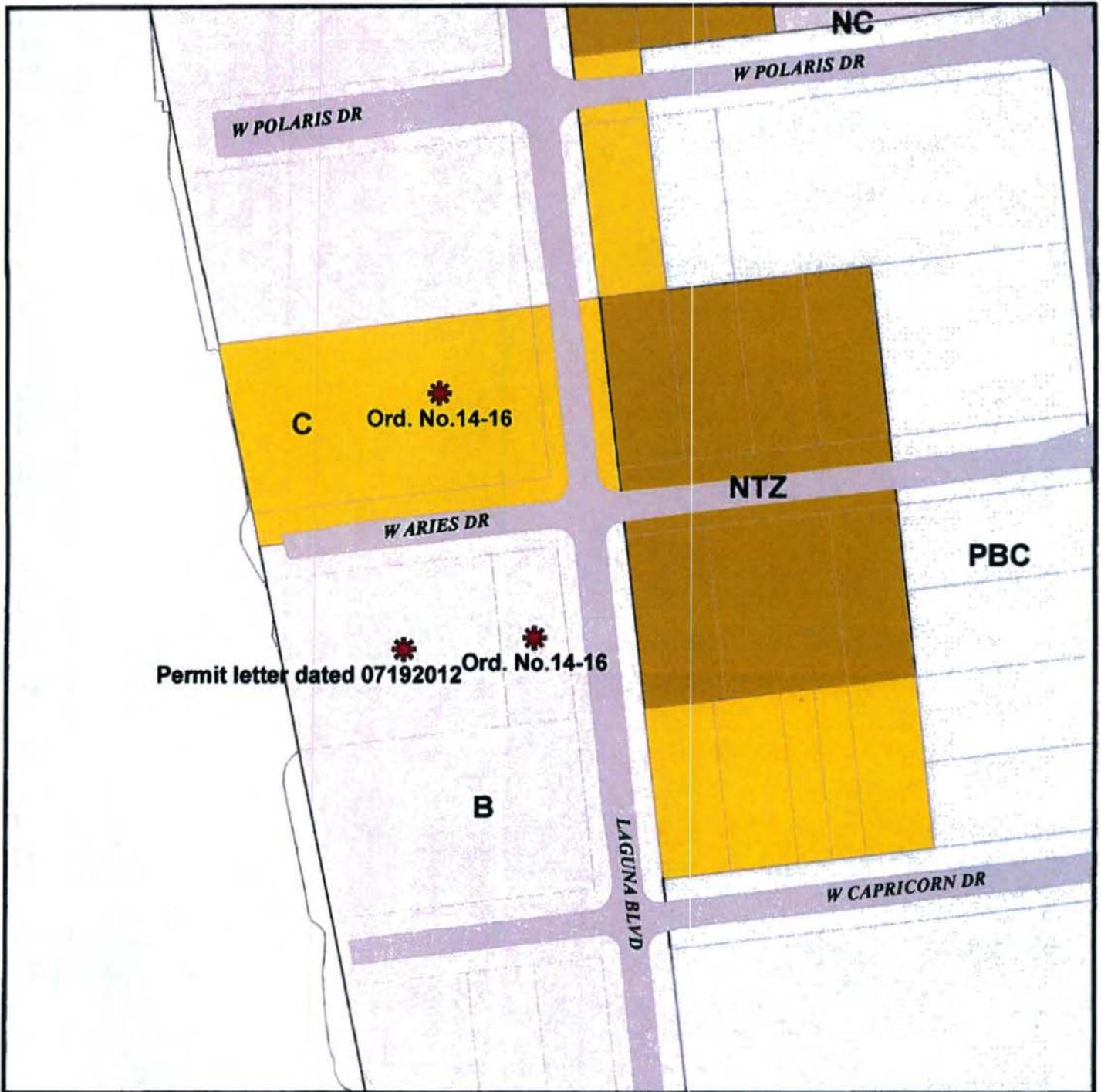
1. The proposed intensity shall be kept and maintained as described below:
  - a. Lot 4, Block 152, Padre Beach Subdivision, Section X: a 2-story building with 10 office spaces;
  - b. Lot 1, Block 1, Jones-Gardere Subdivision, Section X: a 4-story building with 60 beds, 30 offices, group meeting rooms, kitchen, dining and living room area;
2. Potential noise and kitchen odor issues shall be addressed by incorporating appropriate control systems, and shall not exceed the current regulatory standards;
3. The project shall address ways to enhance local aesthetic environment and comply with all design, landscaping and parking requirements;
4. The Applicant shall operate a Substance Abuse Treatment Facility that only allows voluntary entry by persons, and such entry shall only be allowed after the Applicant has used commercially reasonable efforts to administer their screening program to avoid entry by persons having a violent criminal history. It shall be a violation of this permit if the Substance Abuse Treatment Facility allows entry by any person (1) as part of a criminal justice program, such as pretrial diversion; (2) pursuant to a Court order.
5. The Applicant agrees that it is an express condition of this Specific Use Permit that the Applicant must maintain a Substance Abuse Treatment Facility license.

**Section 4.** All terms of this Specific Use Permit shall be complied with prior to issuance of a certificate of occupancy and shall be maintained thereafter. This Specific Use Permit will be declared null and void if:

1. There is any failure to comply with any term or condition of this Ordinance, as it exists or may be amended; or
2. This Specific Use Permit was obtained by fraud or deception.

**Section 5.** This ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

# EXHIBIT "A"



Specific Use Permit for  
Substance Abuse Treatment Facility  
First Reading: October 15, 2014  
Second Reading: November 5, 2014



8-12

**Section 6.** Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed two thousand Dollars (\$2000.00) for each offense of for each day such offense shall continue and the penalty provisions of Sections of Section 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

**Section 7.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

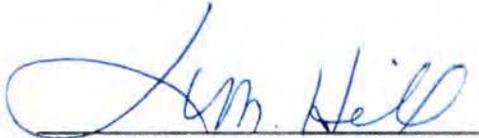
**Section 8.** This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the 15<sup>th</sup> day of October 2014.

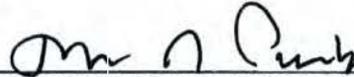
PASSED, APPROVED AND ADOPTED on Second Reading, the 5<sup>th</sup> day of November 2014.

ATTEST:

CITY OF SOUTH PADRE ISLAND,  
TEXAS



SUSAN HILL, CITY SECRETARY



ROBERT N. PINKERTON, JR., MAYOR





## **ORDINANCE NO. 14-16**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, REFERRING TO THE SPECIFIC USE PERMIT BY MAKING A REFERENCE IN THE ZONING MAP OF THE CITY OF SOUTH PADRE ISLAND, TEXAS; PROVIDING FOR A SPECIFIC USE PERMIT FOR SUBSTANCE ABUSE TREATMENT FACILITY AT LOT 4, BLOCK 152 PADRE BEACH SUBDIVISION, SECTION X AND LOT 1, BLOCK 1 JONES-GARDERE SUBDIVISION, SECTION X WITH A CONDITION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING PENALTY OF FINE NOT TO EXCEED TWO THOUSAND (\$2,000) FOR EACH AND EVERY OFFENSE; PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.**

PASSED, APPROVED AND ADOPTED on First Reading, this 15th day of October, 2014.  
PASSED, APPROVED AND ADOPTED on Second Reading, this 5th day of November, 2014.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

Susan Hill, City Secretary

Robert N. Pinkerton, Jr., Mayor

8-15

## THE APPLICATION

8-16



April 4, 2016

City of South Padre Island  
Planning and Zoning Commission  
4601 Padre Blvd  
South Padre Island, TX 78597

RE: Request for Specific Use Permit

Members of the Zoning and Planning Commission:

This request is for a Specific Use Permit for the following property, zoned PBS XII:  
5508 Padre Blvd  
South Padre Island, TX 78597

The following items accompany this application:

- Specific Use Permit Application
- Check in the Amount of \$250.00
- Authorization Letter from the Property Owner (Larry Mark Polsky)
- Stamped/Sealed & Dated Survey
- SPI Zoning Map, Google Maps
- Commercial Contract Agreement between Mr. Polsky and JRG Real Estate

The intended use of this property is for a recovery/temporary housing facility.

The existing building at 5508 Padre Blvd, will require only minimal cosmetic changes to the exterior of the building. The plans for the interior consist of a simple build out with no structural modifications, resulting in no construction impact to surrounding residences and businesses.

All meals for the facility clients will be prepared off site and will be catered in. There is no intent to build an industrial grade kitchen on site. Interior plans include a nursing office/treatment room, counseling area, living area, dining area, reception area, and client housing rooms (which will contain approximately 20 beds). There is a restriction against personal vehicles for the facility clients. Parking will be used for staff, and visitors. The parking area can accommodate at least 14 vehicles, which is sufficient to our needs, with no impact to surrounding businesses or neighborhoods.

[www.outcomesdetox.com](http://www.outcomesdetox.com)  
Toll Free: 1-844-245 6100

425 East Los Ebanos Blvd, Suites 108 & 109  
Brownsville, Texas 78520  
Ph: (956)621-0935 Fax: (956)621-0879

8-17



**CITY OF SOUTH PADRE ISLAND  
ZONING APPLICATION**

\$1,000 Rezoning     \$1,000 Planned Development District (PDD)  
 \$250 Specific Use Permit (Sec. 20-24)

5508 Padre Blvd, South Padre Island, TX 78597  
Property ID 108775

Geo ID: 67 1400 - 1790.0010-00

SUBJECT PROPERTY: Lot(s) Lot 1

Block(s) Block 179

Section(s)/ Subdivision Hista Isles Subdivision

Intended Use of Property: Recovery Facility

Zoning District(s): PBS XII E

PROPERTY OWNER: Larry Mark Polsky et al

OWNER MAILING ADDRESS: 5508 Padre Blvd.

CITY, STATE, ZIP: South Padre Island, TX 78597

PHONE NUMBER: (956) 761-1529

FAX NUMBER: ( )

EMAIL: \_\_\_\_\_

An authorization letter from the Property Owner will be required, if applicant is not the property owner.

APPLICANT (if different from Owner): Outcomes Detox Center

APPLICANT MAILING ADDRESS: 425 East Las Esparas, Ste 100

CITY, STATE, ZIP: Brownsville, TX 78520

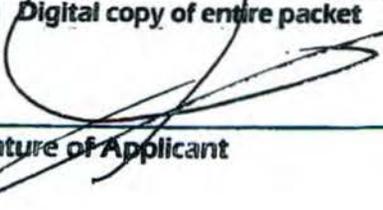
PHONE NUMBER: (956) 546-3116

FAX NUMBER: (956) 546-8793

EMAIL: spatton@mad.nh

**Include with this application:**

- 1) Application fee
- 2) 10 copies of supporting document(s)
- 3) Stamped/sealed & dated survey
- 4) Proposed uses
- 5) Additional information (operating the time, functions, any expected impacts)
- 6) Location of any building proposed
- 7) Design (floor and section plan) of any building proposed (if available)
- 8) Digital copy of entire packet

  
\_\_\_\_\_  
Signature of Applicant

4/5/2016  
\_\_\_\_\_  
Date

8-18



**LARRY MARK POLSKY, ESQ.  
TRIAL LAWYER**

8508 Padre Blvd., Suite A • South Padre Island, TX 78597  
Office: (956) 761-11AW • Fax: (956) 761-1599  
mossad1947@tbcglobal.net

**LICENSED:**  
Texas  
Florida  
Hawaii  
District of Columbia

April 6, 2016

**Sent Via Fax (956) 761-3888**

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

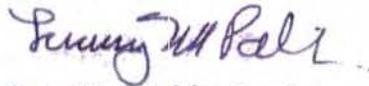
**Re: Special Use Permit**

Dear Sirs:

At your April 21, 2016 meeting, I hereby authorize JRG Real Estate to apply for a special use permit for my property located at 5508 Padre Blvd. for use as a "substance abuse facility."

I remain as always,

Respectfully yours,

  
Larry Mark Polsky, Esquire  
Law Office of Larry Mark Polsky

LMP/tlr

Cc: Antun Domit (via email)



**FLOOD ZONE**

BY GRAPHIC PLATING ONLY, THIS PROPERTY LIES IN ZONE "AE (E1 B)" AS PER "THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480115, PANEL NO. 0001, SUFFIX "D", REVISED MARCH 8, 1999.

**LEGEND**

W	BROWN ROD FOUND	□	POWER POLE
⊙	BROWN ROD SET WITH CAP STAMPED "MOORE-6370"	⊙	DRY WIRE ANCHOR
(T)	TELEPHONE PEDestal	⊖	A/C LINE
M	WATER METER	⊕	CLEANOUT
⊕	WATER VALVE	⊠	ELECTRIC JUNCTION BOX
		⊠	CABLE PEDestal

**NOTES**

1. BASIS OF BEARINGS AS PER FIESTA ISLES SUBDIVISION RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS.
2. ADDRESS: 5508 PADRE BLVD. SOUTH PADRE ISLAND, TEXAS 78597
3. COMMITMENT FOR TITLE INSURANCE WITH FILE NO. 792084445, ISSUED APRIL 27, 2016 WAS USED TO PREPARE THIS SURVEY.

**SURVEYOR CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS WORKED ON THE GROUND ON 04/28/2016, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPIINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS (EXCEPT AS SHOWN HEREIN); THIS SURVEY CONFORMS TO THE HIGHEST STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

Cody Moore  
 CODY MICHAEL MOORE, R.L.S.  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6370

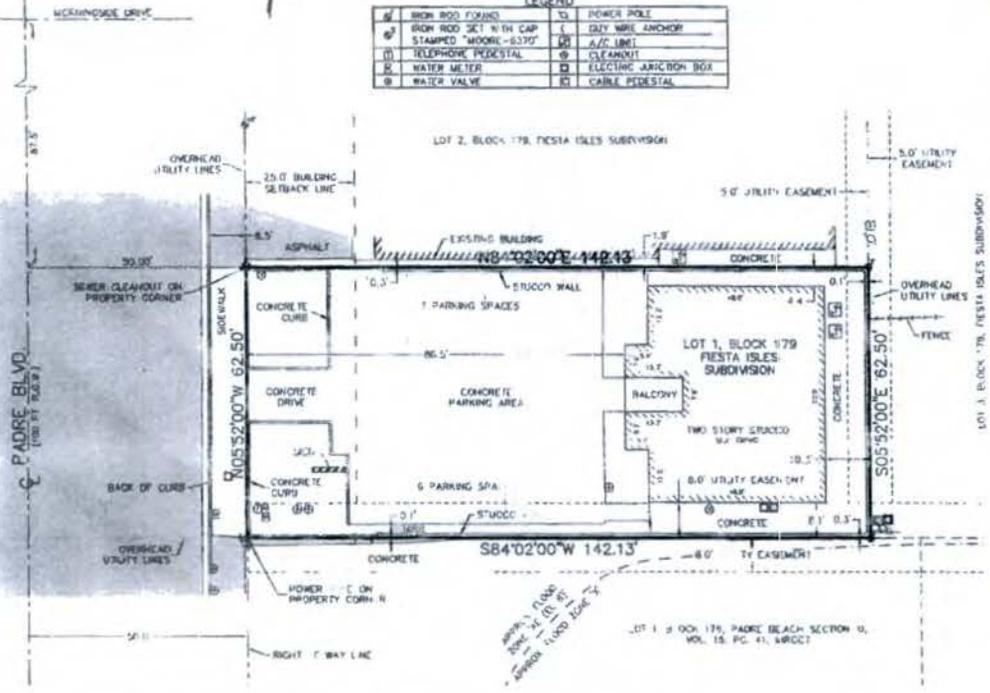


DATE: 4/28/2016

**BOUNDARY SURVEY OF:**  
 LOT NUMBER ONE (1), BLOCK HUNDRETH ONE HUNDRED SEVENTY-NINE (179), FIESTA ISLES SUBDIVISION, BEING PADRE BEACH, SECTION 08, A SUBDIVISION IN THE TOWN OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS.

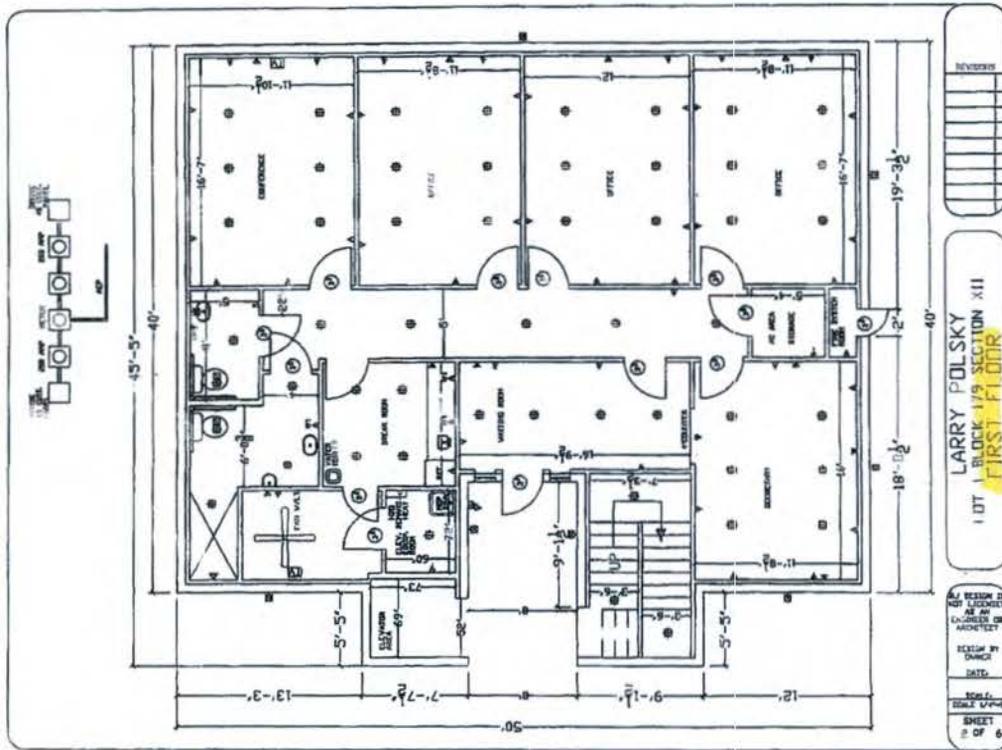
FOR THE REAL ESTATE AND/OR ASSIGNS  
 DATE: 28 APRIL 2016 JOB NO. 20005

**Moore Land Surveying, LLC**  
 2309 Lakeshore Drive, Harlingen, TX 78592  
 (956) 245-0988 18P.L.S. Form No. 1019(18)



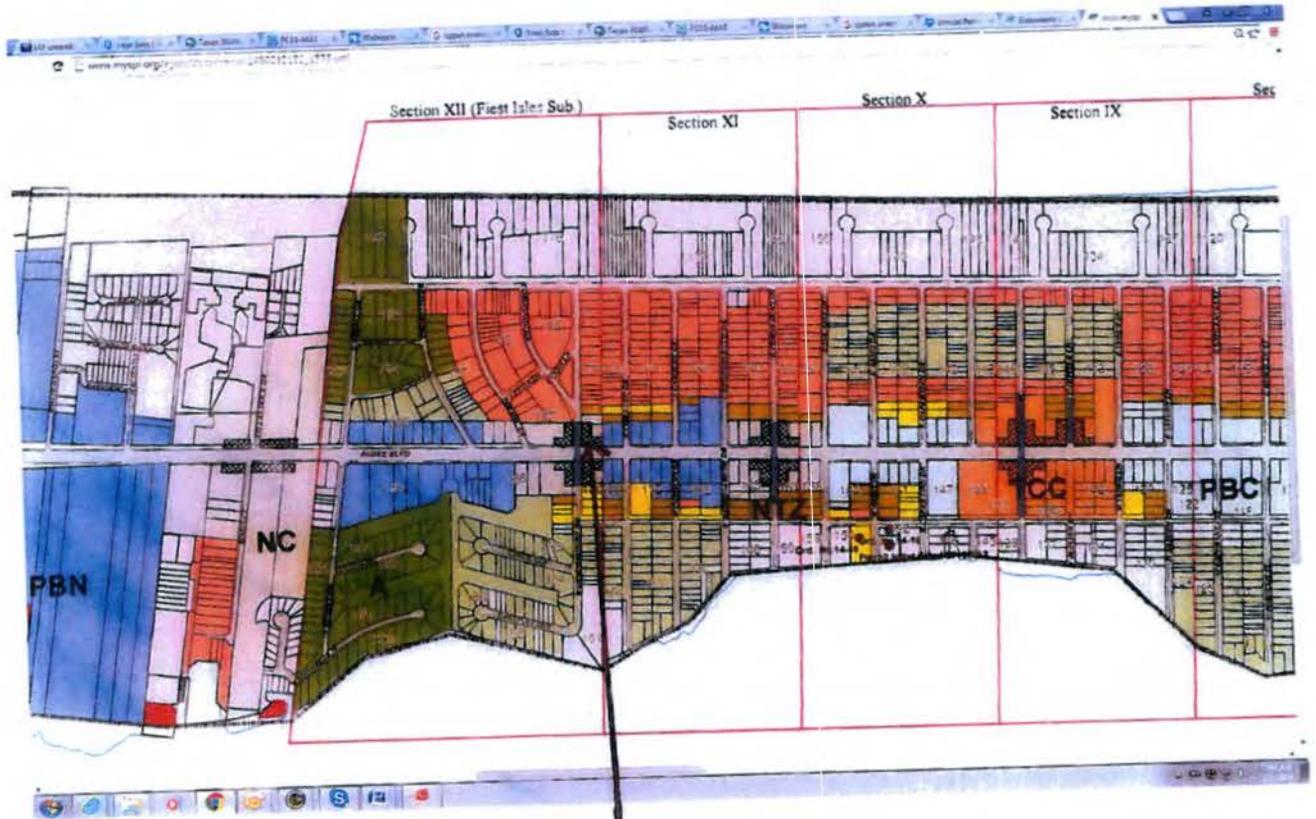
MOORE FLOOD ZONE  
 ZONE "AE (E1 B)"  
 - 1999 FLOOD MAP -

8-20



12.8





5508 Kilde Blvd. SP1

8.23

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Google Maps

Google Maps



Imagery ©2016 Google, Map data ©2016 Google, INEGI 50 ft

Google Maps

*Building and Parking*

<https://www.google.com/maps/@26.1268547,-97.169149207m/data=!3m1!1e3>

1/1

8-24

Google maps

Google Maps

*Building and Parking*



Imagery ©2016 Google, Map data ©2016 Google, INEGI 100 ft

Google Maps

<https://www.google.com/maps/@26.1258138,-97.169149,414m/data=!3m1!1e3>

1/1

8-25

© 2016 Google

Padre Blvd - Google Maps

Google Maps Padre Blvd



Image capture: Apr 2011 © 2016 Google

South Padre Island, Texas

Street View - Apr 2011

<https://www.google.com/maps/place/5508+Padre+Blvd,+South+Padre+Island,+TX+78597/@26.1267499,-97.1708026,3a,60y,85.51h,83.45t/data=!3m6!1e1!3m4!1sONkigr5wqSv8:ReqcBNdpw!2e0!7!133128!66564..> 1/2

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**TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL CONTRACT - IMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED  
©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: LARRY MARK POLSKY ET AL

Address: 5508 Padre Blvd, South Padre Island, TX 78597-7522  
 Phone: (956) 761-1529 E-mail: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Buyer: JRG REAL ESTATE and/or ASSIGNS

Address: P.O. BOX 4650, Brownsville, Tx 78523  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Other: \_\_\_\_\_

2. **PROPERTY:**

A. "Property" means that real property situated in Cameron County, Texas at 5508 Padre Blvd. So. Padre Island, Tx 78597 (address) and that is legally described on the attached Exhibit " A " or as follows:  
LOT 1 , BLK 179 FIESTA ISLES SUBDIVISION ( PBS XII )

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
  - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
  - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
  - (4) Seller's interest in all licenses and permits related to the Property;
  - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
  - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
  - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: Personal Items, see 12.- Social Provisions.
- Any personal property not included in the sale must be removed by Seller prior to closing.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)*

*(If mineral rights are to be reserved an appropriate addendum should be attached.)*

*(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)*

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing .....	\$ <u>56,250.00</u>
B. Sum of all financing described in Paragraph 4 .....	\$ <u>506,250.00</u>
C. Sales price (sum of 3A and 3B) .....	\$ <u>562,500.00</u>

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4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ 506,250.00. This contract:
  - (1) is not contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.
- C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ \_\_\_\_\_.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 2,000.00 as earnest money with Rio Grande Valley Abstract (title company) at 5800 Padre Blvd (address) \_\_\_\_\_ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:
  - (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) \_\_\_\_\_.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

- A. **Title Policy:**
  - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
    - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
    - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
  - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
    - (a) will not be amended or deleted from the title policy.
    - (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.
  - (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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B. Survey: Within 7 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller \_\_\_\_\_ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within 15 days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

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7. PROPERTY CONDITION:

A Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: \_\_\_\_\_

B. Feasibility Period: Buyer may terminate this contract for any reason within 25 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ \_\_\_\_\_ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ 250.00 as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guarantees relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ to \_\_\_\_\_;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from \_\_\_\_\_ to \_\_\_\_\_; and
- (p) \_\_\_\_\_

(2) Return of Property Information: If this contract terminates for any reason, Buyer will not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

## 8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;

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- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within 20 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than February 15, 2016 by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

**9. BROKERS:**

A. The brokers to this sale are:  
 Domit International Real Estate LLC / 9003911 and Co-Broker  
 Principal Broker: NEXUS REAL ESTATE Cooperating Broker: Paradise Realty Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Agent: Linda Lee Rodriguez Agent: Edmundo Lacuara  
 Address: 185 Ruben Torres Blvd Address: 1700 Padre Blvd.  
Brownsville, Tx 78520 So. Padre Island, Tx 78597  
 Phone & Fax: (956) 504-2727 (956) 554-7284 Phone & Fax: (956) 772-1216 (956) 761-4251  
 E-mail: Lindalee@nexusrcv.com E-mail: MundoL418@aol.com  
 License No.: 624999 License No.: 0433206  
 3805 Plantation Grove Blvd., Suite D, Mission TX 78572  
 Principal Broker: (Check only one box.) Cooperating Broker represents Buyer.  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.

B. **Fees:** (Check only (1) or (2) below.)  
 (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
<input type="checkbox"/> _____ % of the sales price.	<input checked="" type="checkbox"/> <u>1%</u> % of the sales price.
<input checked="" type="checkbox"/> <u>1% to Domit International Real Estate LLC</u>	<input type="checkbox"/> _____ % of the sales price.
<u>1% to Nexus Real Estate</u> Of the sale price	
The cash fees will be paid in <u>Cameron</u> County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.	

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*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1)  \_\_\_\_\_ days after the expiration of the feasibility period.
  - May 20, 2016 (specific date).
  - \_\_\_\_\_
- (2) 7 days after objections made under Paragraph 8D have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
  - (3) an assignment of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) maintenance, management, and other contracts; and
    - (c) warranties and guarantees;
  - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
  - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;

- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

A.- No appliances, furniture, shed, hot tub, LAW office items, Gym items, wine shelving & rubber mats are conveying with the property.

B.- This contract is contingent upon Buyer obtaining a Specific Use Permit for the property no later than May 19th, 2016. If permit is secure closing of the property shall be as per the contract date.

Buyer will allow Seller to stay in the property free of rent till June 30th, 2016, as last day to vacate the property.

### 13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

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14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or  
(Check if applicable)  
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent

feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-140B).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any material physical defects in the improvements on the Property; or
  - (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

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D. Addenda which are part of this contract are: (Check all that apply.)

- (1) Property Description Exhibit Identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TAR-1830);
- (3) Commercial Contract Financing Addendum (TAR-1931);
- (4) Commercial Property Condition Statement (TAR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TAR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (10) Information About Brokerage Services (TAR-2501); and
- (11) \_\_\_\_\_

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. **ADDITIONAL NOTICES:**

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

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- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on April 15, 2016, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: LARRY MARK POLSKY ET AL Buyer: JRG REAL ESTATE and/or

**ASSIGNS**

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**AGREEMENT BETWEEN BROKERS**  
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay Paradise Realty Inc (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ \_\_\_\_\_, or

AD 2%  3,000 % of the sales price, or

\_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: [Signature] Cooperating Broker: [Signature]

By: ANTON T. DAMIT By: DOMINICA LAGUNA

**ATTORNEYS**

Seller's attorney: LARRY POLSKY Buyer's attorney: \_\_\_\_\_

Address: 5508 Padre Blvd Address: \_\_\_\_\_  
South Padre Island, Texas 78597

Phone & Fax: 954-761-1599 (Fax) Phone & Fax: \_\_\_\_\_

E-mail: massad1947@sbcglobal.net E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

the title company sends to Seller.  the title company sends to Buyer.

Buyer sends to Seller.  Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

A. the contract on this day \_\_\_\_\_ (effective date);

B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

Assigned file number (GF#): \_\_\_\_\_ E-mail: \_\_\_\_\_

8.40

*Outcomes Detox Center, LLC*

425 East Los Ebanos, Suites 108 – 109  
Brownsville, Texas 78520

December 10, 2015

South Padre Island/Development Services

Attn: Dr. Kim

4601 Padre Blvd

South Padre Island, TX 78597

RE: Letter of Intent and Request for Approval

Dr. Kim –

It is my intention to open a Residential Treatment Facility at South Padre Island. My desire is to provide the members of our community an affordable, alternate, option to recover from addiction. This facility will also be accredited for Detoxification, Intensive Outpatient Treatment and Partial Hospitalization.

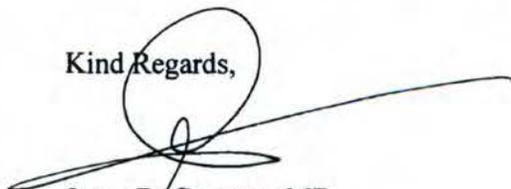
While the counseling portion of the treatment will physically take place at a location zoned as Commercial, the clients will be housed at an alternate address. Both the treatment facility, and the residential building where the clients will be housed, will be licensed with the Texas State Department of Health Services. The residential building will resemble a group home where the tenants will reside together with common areas. Also, in the interest of full disclosure, there will be a medical staff member onsite 24 hours a day/7 days a week.

The addresses to be considered for housing are 122 & 124 East Caroline, South Padre Island, Texas. These address are located in District "B-2" – Residential & Multi-Family Dwelling District.

I am requesting confirmation that by the standards outlined in Chapter 20: Zoning, of the Code of Ordinances, this arrangement is acceptable to the City of South Padre Island.

If you would like to further discuss this, or if additional information is needed, please do not hesitate to contact me at (956)466-1084.

Kind Regards,



Jorge R. Guevara, MD

8-4/1



May 10, 2016

City of South Padre Island  
Dr. Sungman Kim/Director of Development  
4601 Padre Blvd.  
South Padre Island, TX 78597

Dr. Kim –

The additional information you requested regarding Outcomes Detox Center follows:

Item 1: What merits does the site provide for the business? (Site specific)

The building at 5508 Padre Blvd satisfies the DSHS requirements to house a small, treatment center that will not require major structural changes, changes that would disrupt the quiet, peaceful atmosphere of the community.

Item 2: What are the differences in locating the business at South Padre Island comparing to other cities?

First and foremost, the serene atmosphere of South Padre Island is conducive to the healing and therapeutic treatment needed for recovery. In addition, Outcomes Detox Center is an extension of my existing medical practice, SPI Clinic, located at 3808 Padre Blvd. I built this clinic in 2010, and currently have the only medical practice on SPI that has withstood the test of time. At Outcomes Detox Center, we will provide medically managed detoxification, and treatment. Having this facility within close proximity of my existing medical practice, allows me to give immediate, in-office treatment, should it be necessary.

Item 3: “What is the operational schedule of the business (e.g. Patients wake up at 7:00 am; beach walk at 7:25 am; breakfast at 7:45; etc.)

The details of the time block activities of the clients are private from public knowledge for the discretion and security of the clients. However, this is a residential facility with no specific hours of operation. Included in the program rules is a “lights out” policy of 11:30 pm on weeknights, and midnight on Friday and Saturday nights.



Item 4: "How will you address security issues? (Consider emergency measures and, especially, potential interaction between patients and neighboring residents)"

24 hour onsite client supervision will be provided. Those responsible for providing supervision are professional, licensed individuals, as is required by the State for all Texas facilities of this nature. The clients of Outcomes Detox Center should not be viewed any differently than those of a hotel, physician office, or business. The facility clients are not criminals, or inmates, or known to be violent, that need to be restrained or locked up. They are respectable people in the process of overcoming a disease of addiction. Should there be an emergency, or altercation, as could happen at any place of business, we intend to utilize the emergency public resources available to all those on the island, e.g. ambulance, police, fire. In addition, security cameras monitoring the facility and grounds will be utilized, for safety and security.

Concerning economic development, and your concern regarding surplus, please allow me to further explain. The clientele of Outcomes Detox Center will not only be that of local residents, but of that from all over the state, country, and perhaps the world. Drug usage and abuse is at epidemic level, with a need for treatment centers. In conclusion, the possibility of supply exceeding demand for this facility is not based solely on local utilization, as are restaurants, and therefore would not contribute to the creation of a local economic depression.

I trust my request will be presented and heard in an unbiased manner, and will be equally considered just as the requests received from Origins, and Mr. Chandra. I noticed that you did not respond to the question posed by Mr. Laguera during your email exchanges asking if the specific use permit lapses or expires with time. Wouldn't it make sense that once a permit is issued, that the business should be put in place within a specified period of time, otherwise it is revoked, allowing others the same opportunity?

I welcome questions and comments. I will be happy to discuss those questions or concerns individually, or in a meeting setting to provide clarification of the intended business. Please include this information with the package previously submitted. Feel free to contact me directly at (956) 466-1084.

Kind Regards,

Jorge R. Guevara, MD

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May 31, 2016

City of South Padre Island  
Dr. Sungman Kim/Director of Development  
4601 Padre Blvd.  
South Padre Island, TX 78597

Dear Dr. Kim –

This is in response to your latest requests for additional information. We received your second request on May 24, 2016. (Your original request for additional information was received on May 9, 2016 via email. We responded on May 10, 2016 via reply to your email.) Prior to our response to your second request, we received a third request for additional information on May 25, 2016.

It is important to understand as a preliminary matter, that Outcomes Detox Center adheres to the Texas Department of State Health Services Chapter 448 Substance Abuse Standards of Care Rules, as the governing authority under which it shall operate.

**RESPONSE TO QUESTIONS FROM EMAIL DATED MAY 24:**

The entire building (first and second floors) will be occupied and utilized by Outcomes Detox Center. A rough floor plan is attached. Please note, the purchase of this proposed facility has not yet been completed. Any final plan will comply with Chapter 448 and local building codes:

- §448.1205 -  
Sleeping areas shall have at least:
  - (1) 80 usable square feet per individual in single occupancy rooms;
  - (2) 60 usable square feet per individual in multiple occupancy rooms (or 50 square feet per individual if bunk beds are used)

**RESPONSE TO QUESTIONS FROM EMAIL DATED MAY 25:**

Q 1: *Intake Procedures (including where patients will be recruited from)*

Prior to the client's arrival, an initial screening is performed to determine the suitability of the program for the client's needs. Upon arrival, and following a pre-determined workflow, a RN will perform the initial intake and nursing assessment, using standardized scoring tools such as CIWA-Ar and COWS to measure withdrawal symptoms. The RN will report findings to the MD and initiate orders, as instructed. The RN will initiate a nursing detox treatment plan to be followed up on and updated as needed.

Marketing strategy and plans are yet to be determined, but are proprietary in nature.

Q 2: *Assessment and Referral POA*



Outcomes Detox Center adheres to the statutory assessment practices outlined in §448.803. A counselor or counselor intern will conduct and document a comprehensive psychosocial assessment with the client admitted to the facility. The assessment will document information about the client's past and present status, resulting in a comprehensive diagnostic impression. The Texas Department of Insurance Admission Criteria is generally used as a guideline.

**Q 3: Medical Assessment and Detox Procedures**

Outcomes Detox Center adheres to statutory requirements where a comprehensive exam and health assessment will be performed by a physician, NP, or PA within 12 hours of admission. Standard protocols for admission and detoxification have been developed by the physician. However, the physician or designee will determine any needed deviations, based on the individual's needs.

**Q 4: Generic Syllabus for Treatment Plan**

Outcomes Detox Center adheres to the Treatment Planning, Implementation and Review guidelines as outlined in §448.804. The counselor and client work together to develop and implement an individualized, written treatment plan. The treatment plan includes goals, objectives, and strategies.

- (1) Goals are based on the client's problems/needs, strengths and preferences
- (2) Objectives are individualized, realistic, measurable, time specific, appropriate to the level of treatment, and clearly stated in behavioral terms
- (3) Strategies describe the type and frequency of the specific services and interventions needed to help the client achieve the identified goals and is appropriate to the level of intensity of the program

**Q 5: Patient/Staff Ratio (for each shift)**

Outcomes Detox Center adheres, at a minimum, to TX DSHS staffing ratio requirements as outlined in §448.901 Requirements Applicable to All Treatment Services, §448.902 Requirements Applicable to Detoxification Services, and §448.903 Requirements Applicable to Residential Services.

- Residential programs shall have at least one counselor on duty at least eight hours a day, six days a week
- Detoxification programs shall have a licensed vocational nurse or registered nurse on duty for at least eight hours every day and a physician or designee on call 24 hours a day
- Residential detoxification programs shall have a licensed vocational nurse or registered nurse on duty for at least eight hours every day and a physician or designee on call 24 hours a day
- In adult intensive residential programs, the direct care staff-to-client ratio shall be at least 1:16 when clients are awake and 1:32 during sleeping hours
- In intensive residential programs counselor caseloads shall not exceed ten clients for each counselor
- During day and evening hours, at least two staff shall be on duty for the first 12 clients, with one more staff on duty for each additional one to 16 clients.
- At night, at least one staff member with detoxification training shall be on duty for the first 12 clients with one more staff on duty for each additional one to 16 clients.

8-45



Q 6: *Family Therapy and Visitation Strategy*

Outcomes Detox Center understands the importance of family involvement, and will allow clients visitation with family and friends in a safe and controlled environment. Visitation hours and rules will be determined. Specific details of family events are also yet to be determined.

Q 7: *Discharge Criteria*

The Medical Doctor in collaboration with the QCC, and the patient, will determine when the client is in suitable condition to be discharged, or transferred to another level of care. The treatment plan identifies discharge criteria and includes initial plans for discharge. The Texas Department of Insurance criteria is used as a general guideline for determining when clients are appropriate for transfer or discharge, but individualized criteria is specifically developed for each client.

Q 8: *Aftercare Plan*

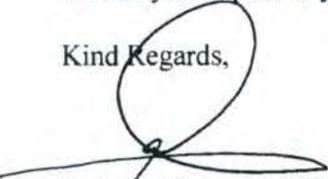
Outcomes Detox Center observes guidelines as set forth in §448.805 regarding discharge planning, coordination of aftercare, and following patient outcomes. Forms, policies and procedures are in place. A written discharge plan will be developed for each client to address their ongoing needs to sustain recovery, as well as addressing continuity of services. Additionally, with the client's consent, the facility shall contact each client no sooner than 60 days and no later than 90 days after discharge from the facility and will document the individual's current status or the reason the contact was unsuccessful.

Q 9: *Name of known staff, including but not limited to, Charge Nurses, Medical Director, Attending Physicians, etc.*

At this early stage of the project, it is premature to hire staff. However, our facility adheres to the guidelines of SUBCHAPTER F. PERSONNEL PRACTICES AND DEVELOPMENT, which includes §448.601 Hiring Practices, and §448.603 Training. All licensed personnel's credentials will be verified with the credentialing authority to be in good standing and authorized to practice in the State of Texas. In addition, all staff will be required to complete the training requirements as specified in TAC §448.603, prior to assuming job duties, where required.

Should you require any additional information, feel free to contact me directly at (956) 466-1084.

Kind Regards,

  
Jorge R. Guevara, MD  
Attachments  
cc: Mundo Laguera





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

**MEETING DATE:** July 20, 2016

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

**DEPARTMENT:** Public Works

**ITEM**

Update presentation of the Gulf Boulevard Phase 4 project schedule.

**ITEM BACKGROUND**

The project was awarded on June 1, 2016 and subsequently a Notice to Proceed with construction was issued on June 21, 2016 with an effective commencement date of July 11, 2016. By contract 225 working days are allowed for the substantial completion of the project and 15 working days for closure after that. Working days are exclusive of weekends, city observed holidays and any other day where work cannot be accomplish either due to weather or stoppage by the city.

May 30, 2017 is the current substantial completion date and June 20, 2017 is the current completion date. However these dates are not fixed. While weekends and holidays have been accounted other weather related days cannot be calculated in advance with precision.

During the Strategic Workshop held on June 1, 2016 it was mentioned that the project would probably take about 15 month. This can be seen at the 2:32:40 time period of the video. There was some discussion that if the contractor could fast track the project by doubling its crew the project could be reduced to about a year. Additional discussion about overlapping this project with the Padre Blvd sidewalk can be seen in the regular City Council meeting of June 1, 2016 at the 1:02:14 hour marker.

The issue of fast tracking the project was discussed with the contractor during the pre-construction meeting. At this time the contractor is only programming one crew because of its current workload so the answer is that the contractor has no immediate plans to fast track this project.

My best guess as to the actual completion of the project is still 15 months from date of commencement which would be somewhere around September/October. My calculations is based on the following; 1) there will be rain days encountered which are difficult to predict but could add up to a few weeks not accounting for an unusual rainy winter which could then be more, 2) there will be at least 2 additional holidays encounter which will be Independence day 2017 and Labor Day 2017, 3) spring break 2017, 4) change orders to address the Gulf Blvd missing sidewalk section by the beach access on the north end of Gulf Blvd, 5) additional change

orders to address the problem areas as discussed in the workshop and 6) other change orders to address unforeseen problems that may arise.

Proposals were received for the contract inspector service. Three (3) proposals were received from engineering firms ranging from \$55 to \$125 per hour. Three (3) proposals were received from independent individuals. Two (2) were looking for a minimum of \$25 per hours plus mileage and full time contract. The last individual agreed to \$25 per hour expenses included plus part-time work varying on needs of the project. Needless to say he was contracted and he attended the pre-construction meeting on June 16, 2016 and has been conducting site visits since July 7, 2016.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

NOTICE TO PROCEED

Tuesday, June 21, 2016

TO Foremost Paving, Inc.  
PO Box 29  
Weslaco, TX 78599

PROJECT: Gulf Blvd, Hibiscus and Oleander Street and Drainage Improvements Project Phase IV

This is your authorization to commence work on the above reference project.

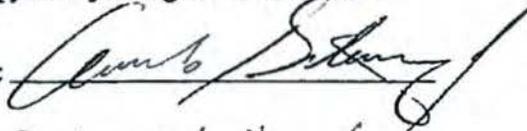
The effective date for commencement of work is	July 11, 2016
Contract time for completion is	225 Working Days
Substantial Completion date shall be	May 30, 2017
Final Completion date shall be	June 20, 2017

Before you may start any Work at the site, the General Conditions and Contract Documents provides that you must deliver to the owner certificates of Insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site you must adhere to all the conditions as discussed in the pre-construction meeting including but not limited to the following:

Notify the city and project engineer at least 48 hours in advance of commencing work  
Set up construction warning signs at least 5 days of commencing work  
Call for utilities spotting and advise utilities companies of work before commencing

Copy to Project Engineer: Brian Boecker

By:  OWNER: City of South Padre Island  
Public Works Director  
(Title)

ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by CONTRACTOR this the

22nd day of June, 2016.

BY:   
TITLE: President

9-3

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

**MEETING DATE:** July 20, 2016

**NAME & TITLE:** Patrick Barrineau, Director

**DEPARTMENT:** Shoreline Management

**ITEM**

Discussion and action to approve Beach and Dune Construction Permit for the proposed Marriott Hotel located at 6700 Padre Boulevard (immediately south of Clayton's Beach Bar and Grill and immediately north of the Tiki Condominium complex) for the construction of a deck and walkover.

**ITEM BACKGROUND**

The proposed site for the Marriott Hotel is currently undeveloped with an existing concrete retaining wall on site. The site has no structures and the proposed improvements, with the exception of a deck and walkover, are located landward of the existing retaining wall. There are no dunes or dune vegetation on the site landward of the existing retaining wall.

The proposed development includes a hotel and swimming pool, both landward of the existing retaining wall, which will have no impact of existing dunes or erosion rate. The proposed deck and walkover are located seaward of the existing retaining wall. These improvements will impact dunes and dune vegetation and the proposal includes a dune mitigation area of 8,100 square feet, 8,100 native dune plants.

The Shoreline Task Force met on Monday, July 11, 2015 and approved a Beach and Dune construction permit for the Marriott Hotel and recommend approval from City Council.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

10-1



# Beach & Dune Application

City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, TX 78597  
Phone: (956) 761-3044  
Fax: (956) 761-3898

## Site Proposal Walk

Legal Description: EAST TRACT 16, PADRE BEACH ESTATES SUBDIVISION Physical Address: PADRE BOULEVARD, TEXAS

## Property Owner Information Applicant / Agent for Owner

Name: MODERN RESORT LODGING, LLC  
Mailing Address: 7010 PADRE BOULEVARD  
City: SOUTH PADRE ISLAND State: Texas  
Zip: 78597 Country: United States  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: CUMULUS DESIGN  
Mailing Address: 2080 N. HWY 360 STE 240  
City: GRAND PRAIRIE State: Texas  
Zip: 75050 Country: United States  
Phone Number: 2142350367  
Fax Number: \_\_\_\_\_  
E-Mail Address: paul@cumulusdesign.net

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

Owner(s) Signature(s): *A. Pater*  
Date: 10-20-15

Applicant Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## Project Description

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

The proposed hotel will have the following improvements constructed east of the northerly extension of the east right-of-way line of gulf boulevard.  
An outdoor pool, retaining wall and an elevated walkway.  
Pavers (permeable pavement) will be used in this entire area.

Total Square Footage of Footprint of Habitable Structure: 11,900 SF  
Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): 156 SF (SPA)  
Percentage Impervious Surface ((impervious surface / habitable footprint) \* 100): 1.31%

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

Approximate Duration of Construction: 1 year

10-2

Financial Plan for the Removal of All Hard Structures

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

Type of Plan Submitted: NA Date Submitted:

Drainage

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

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

Explanation / Other Information: There will be proposed fill in areas that fall below 4' in the mitigation area to bring it to 4' so plants can survive.

The overall natural drainage pattern of the site remains the same.

Impacts to Beach / Dune System

Answer each question as completely as possible in narrative form.

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

- No damage to dune vegetation whatsoever.
The proposed construction will impact % of the dune vegetation site. (An explanation of the "impact" will be required.)
The proposed construction will require the removal and relocation of 30.6% of the dune vegetation on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: The proposed improvements will require approximately 30.6% of dune vegetation to be mitigated east of the permitted bulkhead line.

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

- No change to dune size/shape whatsoever.
The proposed construction will change % of the size/shape of dunes on site. (Details will be required.)
The proposed construction will require the removal and relocation of 30.6% of the dunes on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information:

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

- No change to dune hydrology whatsoever.
The proposed construction will impact dune hydrology on site. (Details will be required.)

Explanation / Other Information: The proposed construction will be adding 1.31% of impervious area

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

The contractor shall not access the site from the eastern side (beach). The contractor shall only use the entrance on Padre Blvd.

All pool and patio material shall in place before vertical construction commences.

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

There is no existing beach access from the project site

### Mitigation Plan

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

Explanation / Other Information: Plants like Sea Oats and Bitter Panicum will be planted to mitigate the area disturbed

#### Financial Plan for Dune Mitigation:

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

Type of Plan Submitted: \_\_\_\_\_ Date of Submission: \_\_\_\_\_

### Checklist of Additional Required Application Information

#### An accurate map, plat or site plan showing:

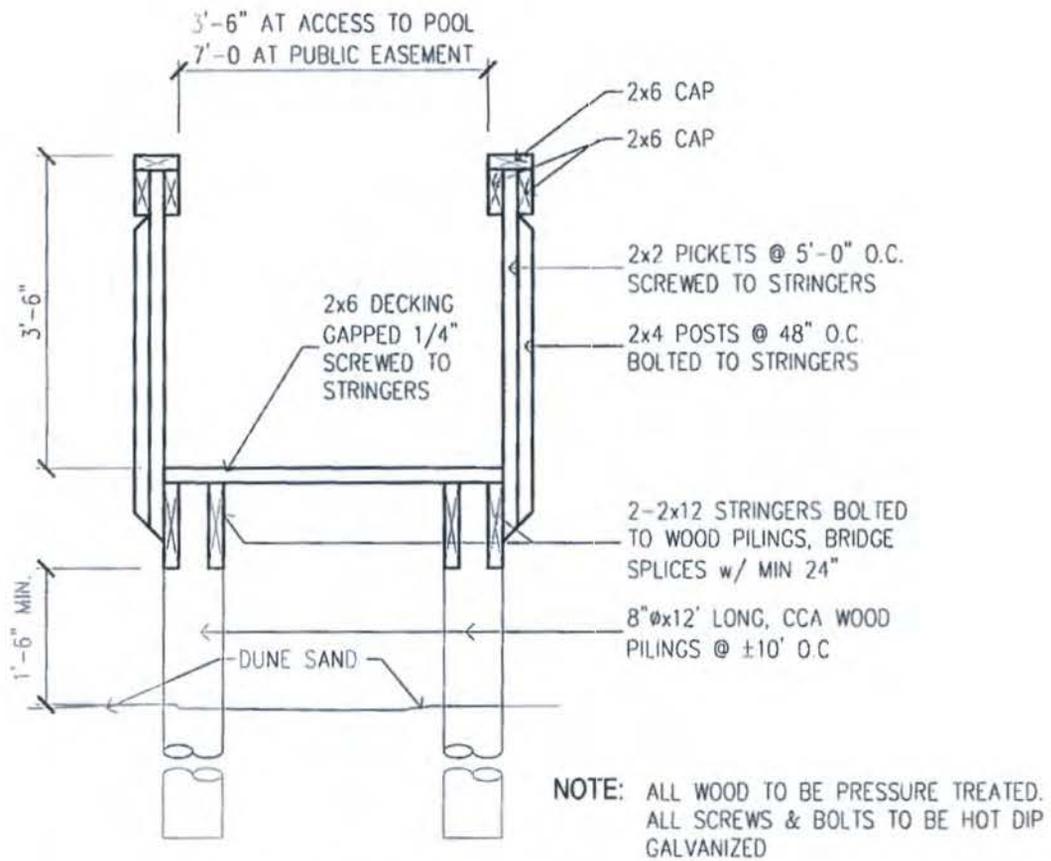
- 1. Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
- 2. Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
- 3. Location of the Historical Building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

#### Other required application information:

- 1. A grading and layout plan showing proposed contours for the final grade.
- 2. The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
- 3. Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract within the last 6 months.
- 4. Copy of the Flood Rate Map showing the location of the subject property. (FEMA.GOV - Map Search)
- 5. Copy of the Historical Erosion Rate Map as determined by the University of Texas at Austin, Bureau of Economic Geology. (beg.utexas.edu)
- 6. Application Fee of \$180 for Staff Approved applications and \$300 for City Council Approved applications.

**Your application is not complete unless all information requested above is submitted.**

**Application submissions require only three (3) copies of the complete information plus a digital copy.**



### TYPICAL DUNE WALK DETAIL



NOTE: ALL WOOD TO BE PRESSURE TREATED. ALL SCREWS & BOLTS TO BE HOT DIP GALVANIZED

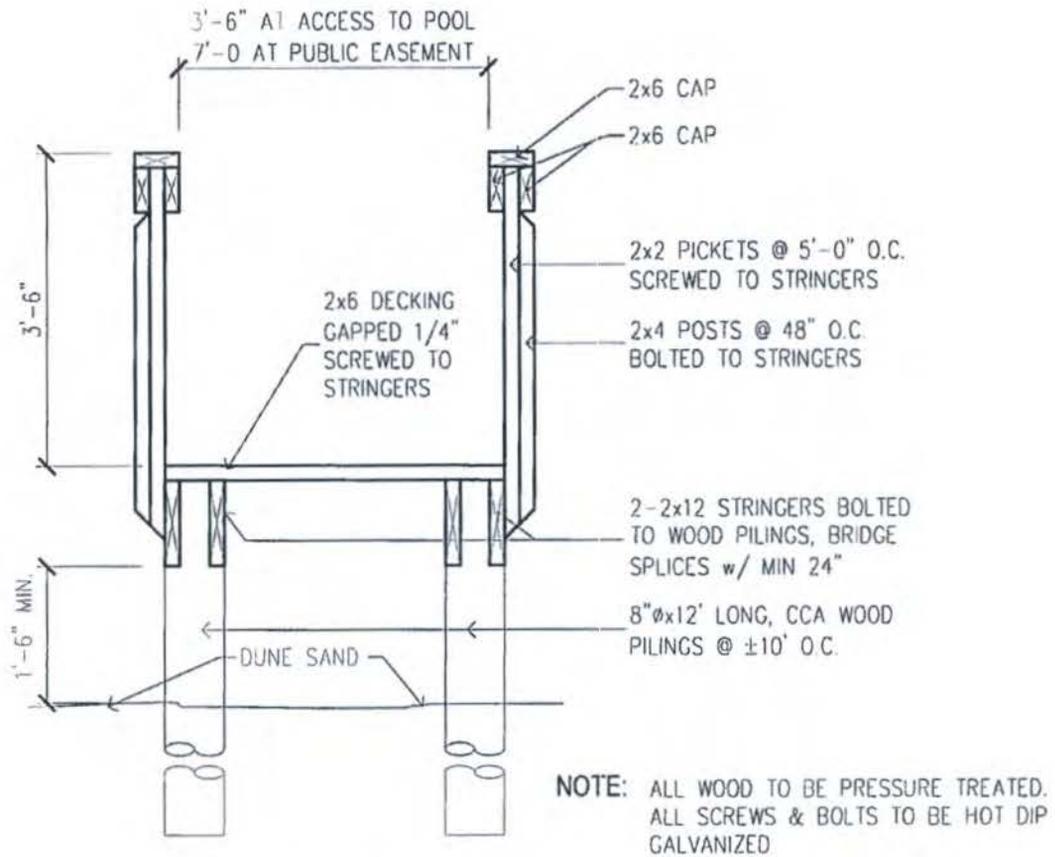
PROVIDE INDIVIDUAL MATS IN 8' WIDE x 8' - 10' LONG SECTIONS, TYPICAL



### TYPICAL BEACH MAT DETAIL



10-5

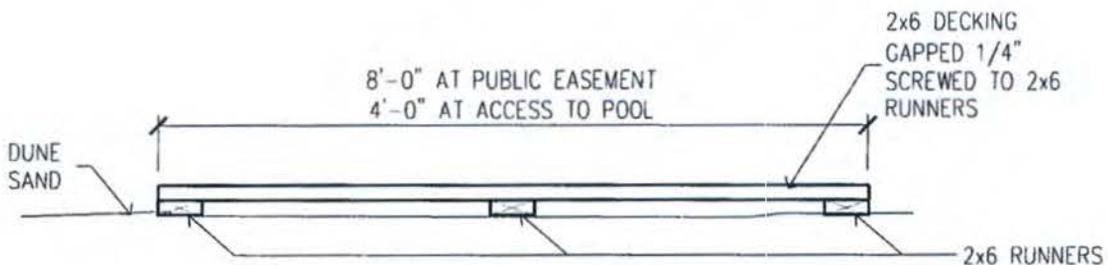


### TYPICAL DUNE WALK DETAIL



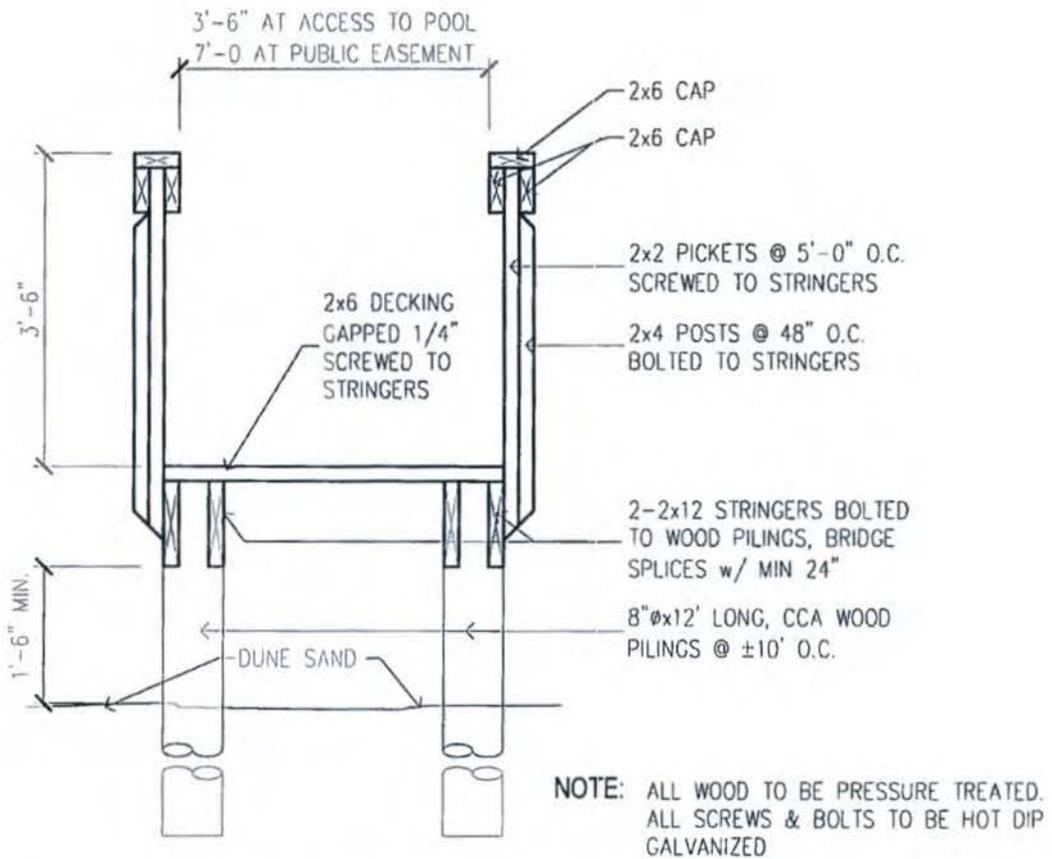
NOTE: ALL WOOD TO BE PRESSURE TREATED. ALL SCREWS & BOLTS TO BE HOT DIP GALVANIZED

PROVIDE INDIVIDUAL MATS IN 8' WIDE x 8' - 10' LONG SECTIONS, TYPICAL



### TYPICAL BEACH MAT DETAIL



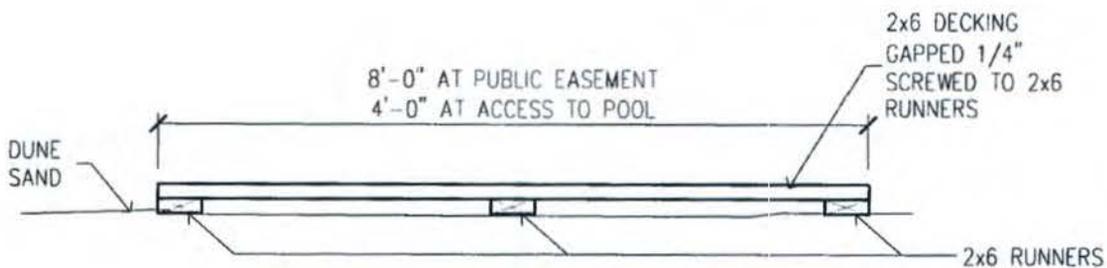


### TYPICAL DUNE WALK DETAIL



NOTE: ALL WOOD TO BE PRESSURE TREATED. ALL SCREWS & BOLTS TO BE HOT DIP GALVANIZED

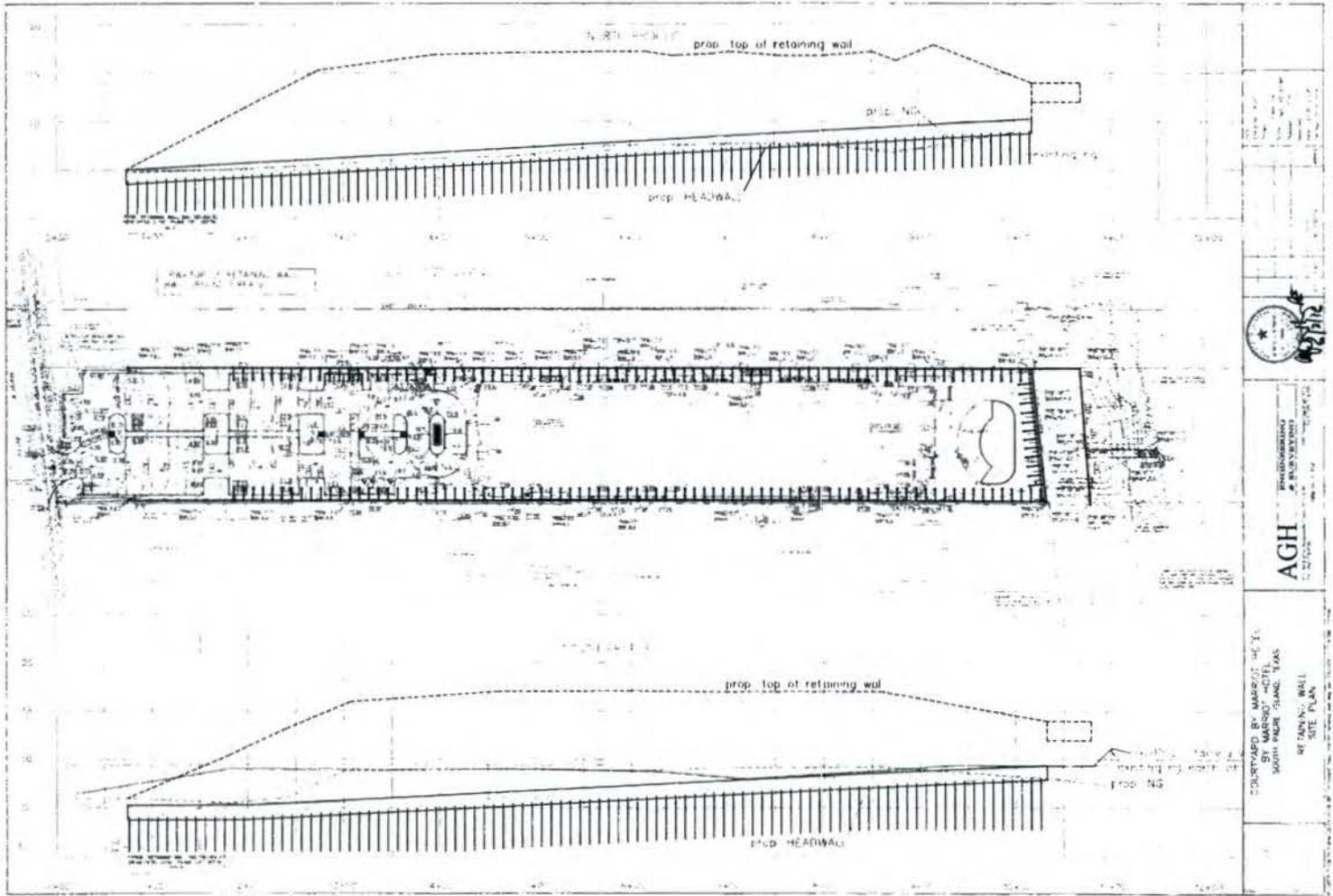
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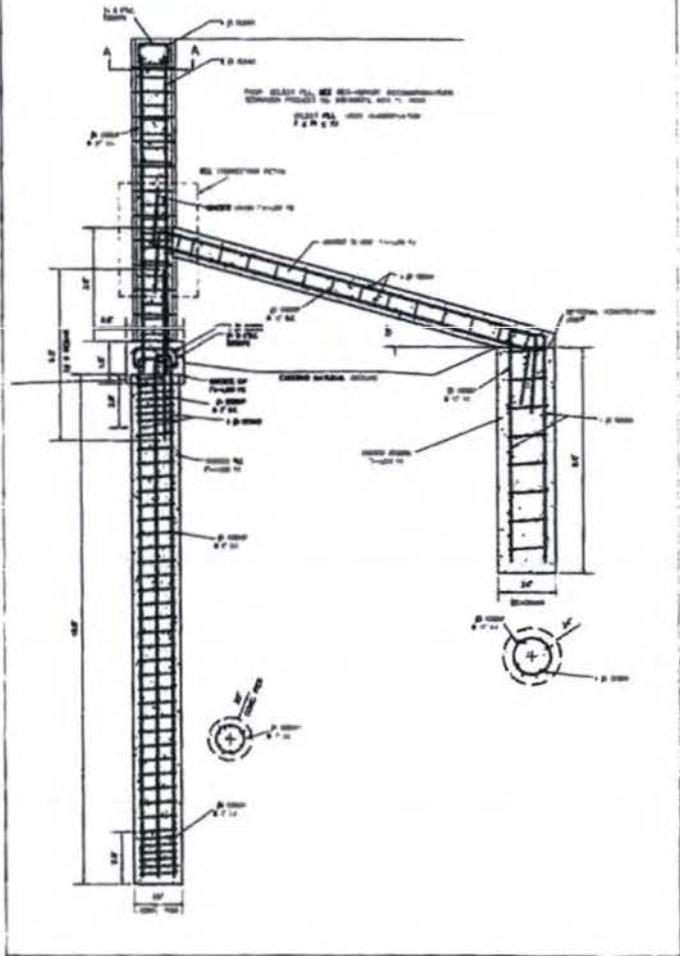
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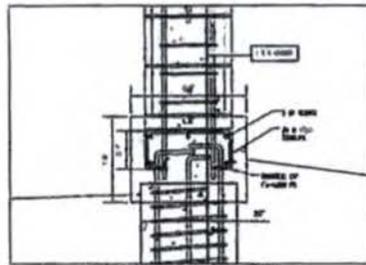




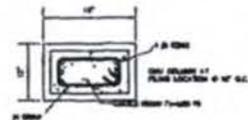
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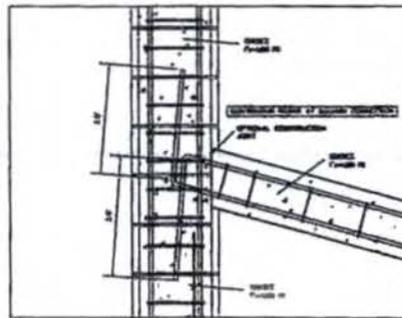
PILING DETAIL AND RETAINING WALL SECTION  
NTS



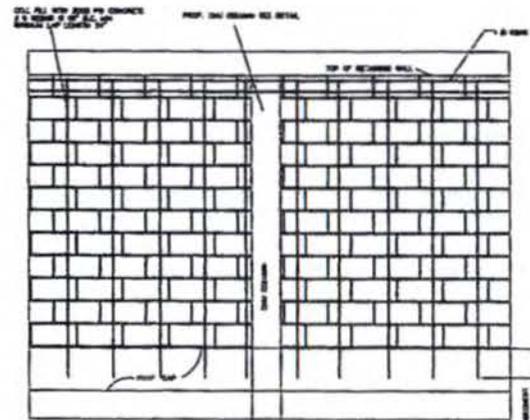
CONCRETE CAP DETAIL  
NTS



SECTION A-A  
CMU COLUMN DETAIL  
NTS



CONNECTOR DETAIL  
NTS



RETAINING WALL FRONT VIEW  
NTS



RETAINING WALL PLAN VIEW  
NTS

- NOTES
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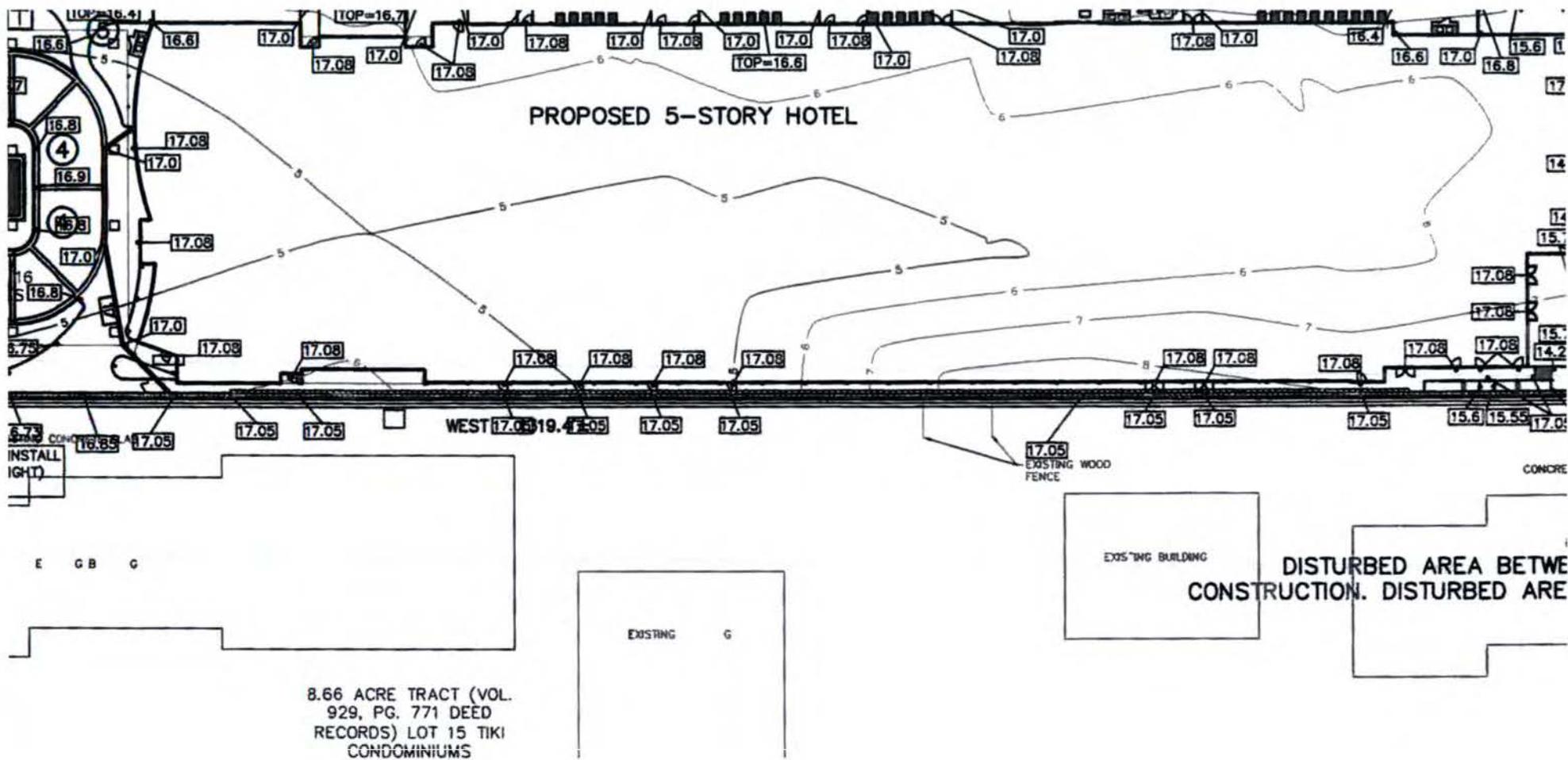
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DATE	10-10-10
BY	AGH
CHECKED	
APPROVED	
SCALE	



**AGH**  
ENGINEERING  
& SURVEYING  
12345 FORT WORTH, TEXAS 76102  
PH: 817-555-1234

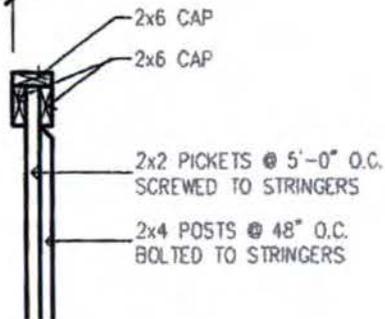
COURTYARD BY MARRIOTT HOTEL  
BY MARRIOTT HOTEL  
SOUTH PINE ISLAND, TEXAS  
RETAINING WALL  
SITE PLAN



### GENERAL NOTES:

1. ANY VEGETATION TO BE PLANTED IN THE MITIGATION AREA SHALL INCLUDE BITTER PANICUM, SEA OATS, MARSHHAY CORDGRASS OR OTHER PLANTS APPROVED BY THE CITY OF SOUTH PADRE ISLAND.
2. THE EXISTING VEGETATION SHALL BE COLLECTED AND REPLANTED AT THE MITIGATION SITE. MITIGATION SHALL OCCUR PRIOR TO COMMENCEMENT OF SITE GRADING.
3. ANY DUNE MATERIAL SHALL BE FROM AN APPROVED SOURCE AND HAVE BEEN TESTED TO ENSURE IT HAS THE SAME GRAIN SIZE AND MINERALOGY AS THE CURRENT MATERIAL ON SITE.
4. ALL MITIGATION WORK AND VEGETATION INSTALLATION SHALL BE

11-01



## **Vegetation Protocol for Proposed Hotel Marriott Steve Mercer, Coastal Transplants**

Outlined below is the proposal for plant relocation and management for the hotel Marriott at South Padre Island.

All dune vegetation impacts will be mitigated on a one-to one basis with native dune plants. Plants on site will be retained if possible and commercially grown native plants supplemented as needed to provide 8,100 dune plants for the proposed dune mitigation area.

### **1. Site investigation**

The entire 10,000 square foot area of disturbance will be investigated for frontal dune vegetation for relocation.

Frontal dune species and densities will be sampled across the front of the existing frontal dune. A total of five random one-meter square areas will be sampled on the current frontal dune transecting the dune parallel to the ocean.

Non- frontal dune areas to be disturbed will be sampled along a center line perpendicular to the ocean with a total of five random one meter square areas to determine species and densities consistent with frontal dune sampling and capable of relocation.

The two data sets will be combined to extrapolate the number and species of plants to be relocated.

### **2. Relocation**

All plants located within the frontal dune area will be moved from the area of disturbance to the mitigation area. Species capable of direct relocation will be moved directly to the mitigation area. Species not capable of direct relocation will be taken to an off-site propagation facility for propagation to return to the site upon completion of the new frontal dune.

Upon completion of the new frontal dune, all plants suitable for relocation will be moved from the building, pool, and deck area to be disturbed to the new frontal dune area or to a propagation facility until propagated, fully rooted, and then returned to the new frontal dune area.

10-12

3. New Frontal Dune and Mitigation area Planting

4.

The plant density and species diversity will be based on the data obtained during the site investigation and on the contractors experience with vegetation management on a frontal dune system.

All plants relocated will be managed for survival during the relocation process and introduction into the mitigation area. Contractor will assure that everything necessary will be done to achieve the highest possible survival rates of all relocated materials.

All plants destined for a propagation facility will be documented upon collection and upon propagation (initial and usable). These plants will be returned upon completion of the new frontal dune or as soon as fully rooted.

Based upon data collected during the site investigation, if relocated material is not sufficient to fill the area of the new frontal dune or mitigation area, additional plants will be propagated from donor locations located on South Padre Island. This same source will be used in the case of reduced survivability.

5. Management, Maintenance and Reporting

The contractor will assure proper management and maintenance to assure survivability, growth and proper health of all plants during relocation or propagated planting, and for a period of one year from the time of completion of the planting phase of construction of the Marriott.

This will include but not limited to the installation and maintenance of a temporary irrigation system, fertilization and replanting of all plant losses to bring the final plant count to meet GLO standards and regulations.

The contract will provide reports at all required intervals including a post planting six month and one-year report documenting survivability and any remedies required and implemented.

10-13

## Memorandum

### Peter A. Ravella Consulting, LLC

To: Patrick Barrineau, SPI Shoreline Director  
Fr: Peter Ravella, Principal  
Cc: Barry Patel, Mayor SPI, Natalie Bell, GLO  
Dt: July 5, 2016  
Re: Marriott Hotel Memo in Support of the Beach Dune Permit, Shoreline Task Force Meeting of July 11

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**Purpose:** This memo is offered in support of the pending BD Permit application for the proposed Marriott Hotel,

### Existing Site Conditions

As reflected on the attached site plan dated July 6, 2016, the existing site is located on South Padre Island immediately south of Clayton's Beach Bar and Grill and immediately north of the Tiki Condominium complex. The site is currently undeveloped with an existing concrete retaining wall on site. The site has no structures and the proposed improvements, with the exception of a deck and walkover, are located landward of the existing retaining wall. There are no dunes or dune vegetation on the site landward of the existing retaining wall.

The proposed development includes a hotel and swimming pool, both landward of the existing retaining wall, and will therefore have will no impact of existing dunes or the erosion rate. The proposed deck and walkover, as described below are located seaward of the existing retaining wall. These improvements will impact dunes and dune vegetation and the proposal includes a dune mitigation area of 8,100 square feet, 8,100 native dune plants, and a total mitigation dune volume of 2,080 cubic yards.

### MITIGATION DUNE DETAILS

- Dune base width: 68 feet
- Dune base length: 140 feet
- Dune base elevation: +5 feet NGVD
- Dune crest elevation: +14 feet NGVD
- Dune crest width: 10 feet
- Mitigation dune volume: 2,080 cubic yards
  - Retention of existing volume: 1,420 cubic yards
  - Dune mitigation volume: 660 cubic yards

### DUNE IMPACT AND MITIGATION

- Vegetation disturbance: 6,990 square feet
- Dune volume impact: no sand volume will be removed from the beach/dune system
- Dune mitigation area: 8,100 square feet
- Native dune plants installed: 8,100
- Enhanced dune volume to provide dune elevation of +14' NGVD: 660 cubic yards

### Retaining Wall

10-14

The project includes construction of a new retaining wall to be located 42 feet landward of the Historic Building Line and 78 feet landward of the Line of Vegetation. The retaining wall design is intended to collapse under wave attack.

The existing retaining wall on the site is located 86.7 feet landward of the Historic Building Line. The proposed retaining wall is 44.7 feet seaward of the existing retaining wall. Both structures are well landward of the adjoining retaining wall to the south, located on the Tiki Condominium property, and the existing retaining wall to the north at Clayton's Beach Bar and Grill.

The proposed hotel and swimming pool are located landward of the existing retaining wall on the site.

### **Deck and Walkover**

The proposed deck will be constructed at +14 foot NGVD and extend seaward from the existing retaining wall to the alignment of the proposed retaining wall, which will have an elevation of +12 NGVD. The deck is approximately 50 feet seaward of the existing retaining wall on the northern property boundary and 44.7 feet seaward of the existing retaining wall on the southern boundary. The deck area totals 6,990 square feet.

The entire proposed Marriott Hotel deck will be located further landward than the existing retaining wall and deck at Clayton's Beach Bar and Grill, and further landward of the retaining wall and structures on the Tiki Condominium site.

The walkover will extend from the proposed retaining wall approximately 78 feet seaward to a position coterminous with the existing Line of Vegetation. The seaward end of the walkover shall not extend seaward of the Line of Vegetation, as determined by a new survey to be conducted 30 days prior to the commencement of construction. The survey and updated dune mitigation plan will be provided to the GLO and City for review and final approval prior to commencement of construction.

### **Dune Mitigation Area**

The dune mitigation area extends from the proposed retaining wall seaward to a position approximately 61 feet to the Line of Vegetation along the northern boundary and 78 feet to the Line of Vegetation along the southern boundary. The dune mitigation area shall not extend seaward of the Line of Vegetation, as determined by a new survey to be conducted 30 days prior to the commencement of construction. The survey and updated dune mitigation plan will be provided to the GLO and City for review and final approval prior to commencement of construction.

The dune mitigation area will encompass approximately 8,100 square feet and will be vegetated by Steve Mercer, Coastal Transplants Company. Mr. Mercer will install 8,100 native dune plants

in the dune mitigation area. The final dune mitigation contours are provided in the attached plan, and will reach an elevation of +14 feet NGVD, 2 feet higher than the proposed retaining wall.

10-16

10-17

**Marta Martinez**

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**From:** Dr. Sungman Kim  
**Sent:** Wednesday, February 24, 2016 2:18 PM  
**To:** Natalie Bell  
**Cc:** paul@cumulusdesign.net; Quadri Akamo; Marta Martinez  
**Subject:** Courtyard Hotel on Padre Blvd (Revised submittal)  
**Attachments:** 02242016 Revised Plan for Courtyard by Marriott.pdf

Natalie,

Attached, please find my memorandum, the applicant's response to your review, revised plan and photos for the review of Courtyard by Marriott project.  
Please let me know if you need any additional information or questions.

Thank you for the help!  
Sungman

**Dr. Sungman Kim** | Director of Development  
PhD, MBA, MLA, AICP, ASLA/PLA, GISP, SPHR, SHRM-SCP  
City of South Padre Island  
4601 Padre Blvd. South Padre Island, Texas 78597  
Office: 956-761-8113 | Cell: 956-407-2003 | Fax: 956-761-3898  
E-mail: [SKim@MySPI.org](mailto:SKim@MySPI.org) [www.MySPI.org](http://www.MySPI.org)



## MEMORANDUM

TO: Shoreline Task Force  
Natalie Bell, General Land Office

FROM: Sungman Kim, PhD, Director of Development Services

DATE: February 24, 2016

RE: Preliminary determination on the impact of the proposed permit application (revised plan) by Modern Resort Lodging, LLC. (Courtyard by Marriott) for a project to construct dune walkover, decks and a gazebo.

The preliminary determination of this project, although this is a part of a larger hotel construction, is that the application appears to be generally consistent with the City's Beach & Dune Regulations.

Most of the proposed construction is located landward from the Historic Building Line, except the approximately 40'-long walkover (only the portion seaward from the HBL) up to the vegetation line, therefore:

1. The activity can conceivably reduce the size of the public beach. [TAC 15.5 (b)(1)]
2. The proposed activity does not appear to involve construction upon the public beach. [TAC 15.5 (c)(1)]
3. The activities constructing 40'-long walkover will take place seaward of the Historic Building Line; therefore the potential does exist for the proposed structure and landscaping will encroach upon the public beach; [TAC 15.5 (c)(2)]
4. The proposed construction activity will not close any existing public beach accesses within the area, nor will the construction close or prevent the use of any existing public beach parking spaces.

Concerning the Dune Protection element, our preliminary determination is that the application conforms to the requirements of the City's *Dune Protection and Beach Renourishment and Access Plan*, in that: [B&D Ord. Section 22-10]

1. The activity should not result in the potential for increased flood damage to the subject property or adjacent properties.
2. The activity will not result in run-off or drainage patterns that aggravate erosion on and off the site.
3. There is change expected in the existing dune hydrology to the east of the Historic Building Line.
4. The proposed activity will disturb 2,600 square-foot portions of the flora or fauna on site however that damage will be mitigated with watering and/or planting of additional vegetation in front of the project. In fact, as can be seen at the aerial photo, the health of vegetation at around the vegetation line has not been good and there needs additional

10-18





Natalie Bell  
Beach Access & Dune Protection Program  
Coastal Resources Division  
Development Services  
Texas General Land Office

Dear Natalie,

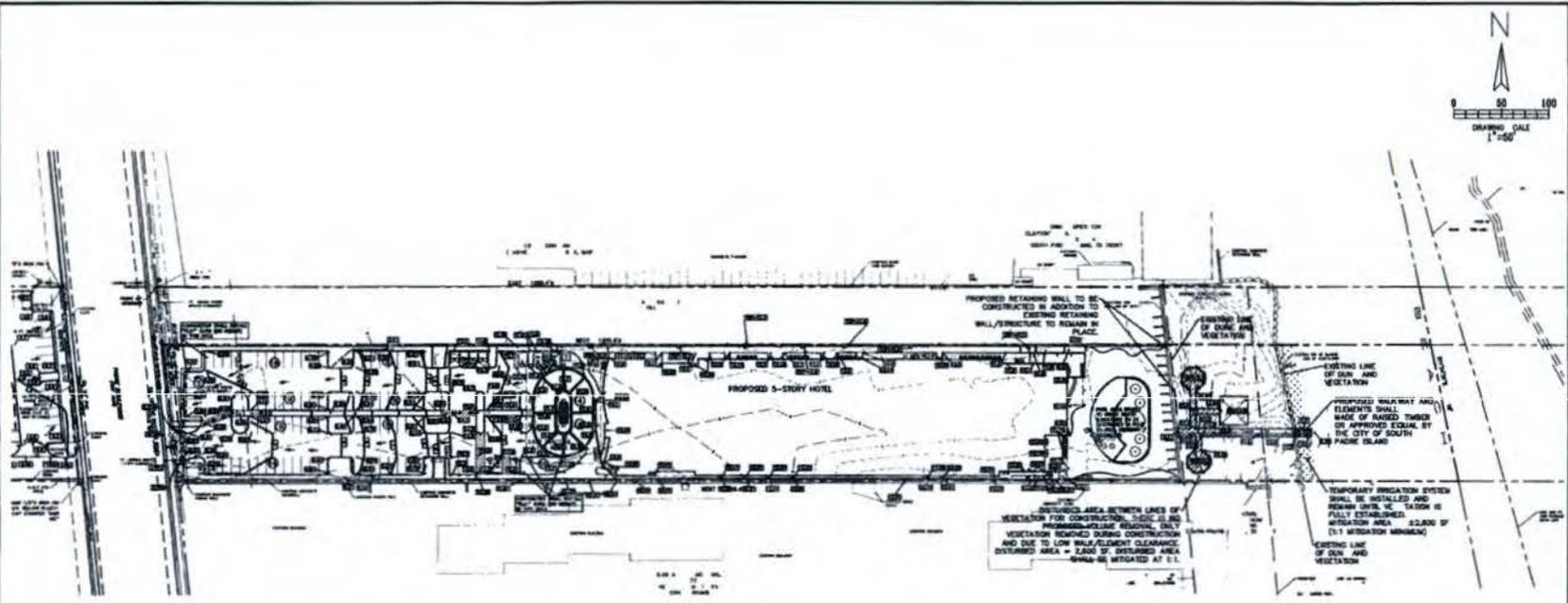
Thank you for your help and time with our project (GLO ID No.: BDSPI-15-0384). Please see below our responses to the comments provided on January 12, 2016.

**Comments**

1. The proposed project includes construction within 200 feet of the line of vegetation and will disturb more than 7,000 square feet of dunes or dune vegetation.<sup>1</sup> The City must prepare a written consistency determination that the proposed action is consistent with CMP goals and policies identified in 31 TAC §505.62(a), and submit it to the GLO.  
**Response: A consistency determination by the City is no longer required based on the new site layout.**
2. Aerial images and site visits by GLO field staff on December 9, 2015 suggest that the current line of vegetation may be located approximately 20 feet or more farther landward than what is shown on the survey provided in the application materials. The applicant should obtain and submit a recent survey of the construction site identifying the current location of the line of vegetation and of mean low tide.  
**Response: A recent survey of the construction site was performed on 12/29/2015 by Mejia & Rose, Inc. The plan has been updated to reflect this current survey.**
3. The applicant must submit recent color photographs that clearly show the current line of vegetation, looking north, south, east and west.  
**Response: Photographs as specified have been included with this submittal.**
4. The applicant may request a line of vegetation determination to be conducted by the City.<sup>1</sup> The request and determination by the City must be forwarded to the GLO for review and approval.  
**Response: This will no longer be required because an updated survey has been obtained for the construction site.**
5. The applicant proposes dune restoration and vegetation planting to extend 51 feet seaward of the LOV identified on the survey. Restoration of dunes on the public beach is allowed no more than 20 feet seaward of the landward boundary of the public beach at the time of construction.  
**Response: Dune restoration and vegetation planting has been modified based on the current layout. Restoration will extend 18 feet seaward of the landward boundary.**
6. The applicant also proposes construction of an irrigation system and dune walkover extending onto the public beach. Any construction on the public beach or any construction that encroaches in whole or in part on the public beach is prohibited.  
**Response: A temporary irrigation system is not being proposed until vegetation is fully established.**

02-01

10-2



**Cumulus Design**  
 #14810  
 2080 N. Hg y 360, Suite 240  
 Grand P. in, Texas 75550  
 Tel. 214.235.0367

**BEACH & DUNE PLAN**  
 COURTYARD BY MARRIOTT ON PADRE BLVD.  
 CITY OF SOUTH PADRE ISLAND  
 CAMERON COUNTY, TEXAS

P. DATE  
 0 / 4 / 16  
 DRAWING SCALE  
 1" = 50'  
 PROJECT NUMBER  
 C015032  
 SHE NUMBER  
 BD

**METER AND BOUNDARY DESCRIPTION**  
 8.018 ACRES AND BEING THAT PORTION OF TRACTS SIXTEEN (16) AND SEVENTEEN (17), PADRE BEACH ESTATES SUBDIVISION, 1/4MI EAST OF PADRE BOULEVARD (STATE HIGHWAY NO. 100), IN THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN VOLUME 14, PAGE 81, MAP RECORDS OF CAMERON COUNTY, TEXAS, AND SAID 8.018 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE-HALF INCH IRON PIN FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PADRE BOULEVARD (100 FT. ALONG) WITH THE NORTH BOUNDARY LINE OF SAID TRACT 17, AND BEING THE SOUTHWEST CORNER OF LOT 2, CENTRAL SUBDIVISION (CAMMET L. BLK 1418-A, MAP RECORDS), FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 17, EAST, AT A DISTANCE OF 986.5 FEET, A ONE-HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&P INC" FOUND, A TOTAL DISTANCE OF 1394.4 FEET TO THE INTERSECTION OF THE SOUTH BOUNDARY LINE OF SAID TRACT 17 WITH THE EAST RIGHT-OF-WAY LINE OF SAID PADRE BOULEVARD, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG SAID CONTOUR OF ELEVATION +0.7, SOUTH 11 DEG. 34 MIN. 36 SEC. LINES, A DISTANCE OF 204.18 FEET TO THE SOUTH BOUNDARY LINE OF SAID TRACT 18, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 18, WEST AT A DISTANCE OF 504.0 FEET TO A ONE-HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&P INC" FOUND, A TOTAL DISTANCE OF 1394.4 FEET TO THE INTERSECTION OF THE SOUTH BOUNDARY LINE OF SAID TRACT 17 WITH THE EAST RIGHT-OF-WAY LINE OF SAID PADRE BOULEVARD, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAID PADRE BOULEVARD, NORTH 08 DEG. 00 MIN. WEST, A DISTANCE OF 301.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.018 ACRES, MORE OR LESS.

**!!! CAUTION !!!**  
**UNDERGROUND UTILITIES**  
 EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS PARTIES. THE ENGINEER DOES NOT ASSUME THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION. TO TAKE PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED AND NOTIFY THE ENGINEER OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO UTILITIES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.  
 CALL TEXAS ONE CALL @ 1-800-345-6545 AT LEAST 48 HRS PRIOR TO CONSTRUCTION.  
CONSTRUCTION INFORMATION REPRESENTATION - www.texasonecall.com & www.pwr.com

- GENERAL NOTES:**
- VEGETATION TO BE PLANTED IN THE MITIGATION AREA SHALL INCLUDE BIRCH PINEAPPLE, SEA DATEL, HARDWAY COGONASS OR OTHER PLANTS APPROVED BY THE CITY OF SOUTH PADRE ISLAND.
  - ALL PAVEMENT EAST OF THE NORTHEAST EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF GOLF BALLWAY SHALL BE PAVED (POURABLE PAVEMENT).
  - ANY FILL MATERIAL USED ON THE BEACH (IF ANY) SHALL BE FROM AN APPROVED SOURCE AND HAVE BEEN TESTED TO ENSURE IT HAS THE SAME GRAIN SIZE AND MINERALOGY AS THE CURRENT MATERIAL ON SITE.

- LEGEND**
- EXISTING CURB
  - - - PROPOSED CURB
  - - - EXISTING CONTOUR
  - - - PROPOSED CONTOUR
  - PROPOSED SPOT ELEVATION
  - ⊙ PROPOSED PARKING SPACES IN A ROW
  - ▨ DISTURBED AREA TO BE MITIGATED
  - ▩ AREA TO BE ABANDONED TO MITIGATE THE DUNE AREA DISTURBED
  - PROPOSED IRRIGATION SYSTEM (EXACT LOCATIONS AND SIZES TO BE DETERMINED)

MITIGATION SHALL BE DONE AT A 1:1 BASE FOR DAMAGE DONE AND A SCHEDULE TO ENSURE PLANTS SURVIVE AFTER INSTALLATION.

**OWNER:**  
 MODERN RESORT LODGING, LLC  
 7010 PADRE BOULEVARD  
 SOUTH PADRE ISLAND, TEXAS 75887  
 PH: 856.772.1087

**ENGINEER:**  
 CLAYTON DESIGN, INC.  
 412 W. 219  
 EL PASO, TEXAS 75601  
 PH: 214.235.0367  
 PROJ 14810

**REMARKS:**  
 Top of natural grade in spot at the Northwest corner of the property on the East side of State Park Road 100 and to the North of Wells Road Street.  
 ELEVATION= 3.97  
 Top of Fy (front) to the West of the property, on the East side of State Park Road 100 and to the North of the Southwest property corner.  
 ELEVATION= 3.07

Looking East 1

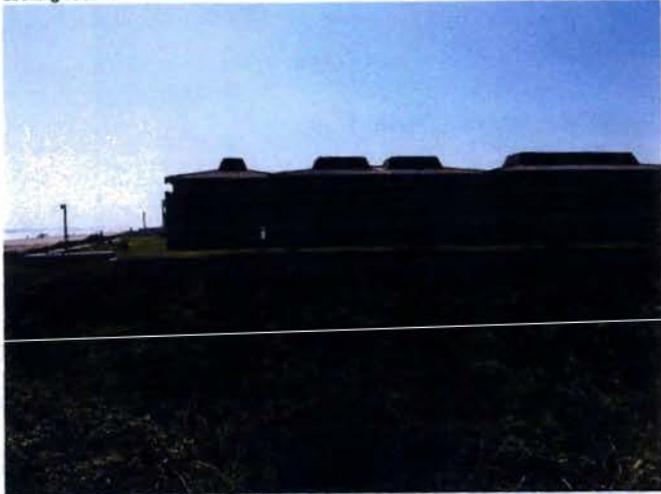


Looking East 2



22-01

Looking South 1



Looking South 2



10-23