

**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, FEBRUARY 7, 2018

5:30 P.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to order
2. Pledge of Allegiance
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. Presentations and Proclamations:
 - a. Recognition of Darla Jones, recipient of the credentialed City Manager designation from the International City Managers Association
5. Approve Consent Agenda:
 - a. Approve minutes of January 17, 2018 Regular meeting. (S. Hill)
 - b. Approve invoices for payment. (Gimenez)
 - c. Approve Quarterly Investment Report for quarter ending December 31, 2017 as prepared by Valley View Consulting, LLC. (Gimenez)
 - d. Approve Resolution No. 2018-05 approving submission of grant application for Border Star Project to the Office of the Governor to help prevent and reduce border-related criminal activity. (Smith)
 - e. Approve Resolution No. 2018-06 supporting the submission of the application for state assistance from the Beach Maintenance Reimbursement fund for the Fiscal Year 2017/18. (B. Hill)
 - f. Approve Resolution No. 2018-07 that establishes rental charges for beach cleaning equipment and labor to be used for the city's Beach Maintenance Reimbursement submissions. (B. Hill)
 - g. Approve excused absence for Council Member Alita Bagley from the January 17, 2018 Regular meeting. (Bagley)
 - h. Approve excused absence for Council Member Ron Pitcock from the February 7, 2018 Regular meeting. (Pitcock)
 - i. Approve second and final reading of Ordinance No. 18-01 establishing East Sunset Drive as a one-way street (eastbound) from March 1, 2018 to March 31, 2018. (Jones)

- j. Approve second and final reading of Ordinance No. 18-02 amending Chapter 4, Article 1, Section 4-5(A), adoption of the standard codes by providing for the adoption of the current standard codes. (Travis/Fowler)
 - k. Approve second and final reading of Ordinance No. 18-03 amending Ordinance No. 04-13 which updates the Master Flood Hazard Prevention ordinance to comply with the updated requirements of the National Flood Insurance Program (NFIP). (Sanchez)
 - l. Approve second and final reading of Ordinance No. 18-04 establishing a “No Parking” Zone on the south side and on the first 100 feet on the north side of the 200 block of West Swordfish Street. (Sanchez)
 - m. Approve second and final reading of Ordinance No. 18-06 amending Article IV, Sec. 2-75 of Chapter 2 of the Code of Ordinances pertaining to fees for Emergency Medical Services. (Fowler)
 - n. Approve and authorize the Chief of Police to sign a Memorandum of Understanding Addendum/Multidisciplinary Team Enhancement – Statewide Intake Reports between the City of South Padre Island Police Department and Cameron County Children’s Advocacy Centers, Inc. (Smith)
 - o. Approve a budget amendment in the amount of \$25,562.16 for the purchase of iNet Sentry mini Surveillance pods for the Emergency Operations Center. (Shellard)
6. Public hearing, discussion and action to approve second and final reading of Ordinance No. 18-05 amending Section 4-2.3 of Chapter 4 (Building and Construction) and Section 23.15 of Chapter 23 (Subdivision Regulations) adding for an option of a sidewalk in-lieu fee to be used by the City to accommodate neighboring development patterns. (Sanchez)
- a. **PUBLIC HEARING:** to discuss amending Section 4-2.3 of Chapter 4 (Building and Construction) and Section 23.15 of Chapter 23 (Subdivision Regulations) adding for an option of a sidewalk in-lieu fee to be used by the City to accommodate neighboring development patterns.
 - b. Consideration and action on approval of Ordinance after Public Hearing is closed.
7. Discussion and possible action on a request by the Point Isabel Independent School District to support “It’s Time Texas Community Challenge” with a pledge by the Mayor and Council Members in an endeavor to promote health and wellness in South Padre Island and across the Laguna Madre community by partnering with the community and businesses. (Medders)
8. Presentation regarding the Internal Training DMAIC and discussion and action regarding a budget adjustment in the amount of \$2,000 related to the SPI Connect training program. (Delgado)
9. Discussion and action to approve first reading of Ordinance No. 18-07 abandoning a ten foot wide utility easement within Block 45, Padre Beach Section IV, also known as Lot 1A Skipjack Bayfront Subdivision. (Jones)

10. Discussion and possible action to approve a Beach and Dune Permit to construct a new 4-foot by 64-foot paver walkway, replace an existing propane tank and relocate/repair an existing gas line at property located at 1400 Gulf Boulevard (Sangria Condominiums). (B. Hill)
11. Discussion and action to approve a five-year contract with STW, Inc. in the amount of \$17,653 for an initial setup fee and annual service for performance metric dashboards; and amend the General Fund budget to allocate excess reserves. (Guthrie)
12. Discussion and action to approve the 2017 Annual Tax Increment Reinvestment Zone (TIRZ) Report. (Jones)
13. Discussion and action to approve first reading of Ordinance No. 18-08 amending the City's fiscal year 2017-18 operating budget to incorporate prior budget amendments and budget modifications from October 1, 2017 through January 31, 2018. (Gimenez)
14. Discussion and action to approve first reading of Ordinance No. 18-09 amending Chapter 2, Sec. 2-36 City Departments changing the name of Development Department to Planning Department to better reflect the responsibilities of this department of the City. (Delgado)
15. Discussion and action on the approval and/or sponsorship of a Dune Ridge Construction Permit application submitted by Isla Del Sol Condominium Association. (B. Hill)
16. 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 2ND DAY OF FEBRUARY 2018


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 **FEBRUARY 2, 2018**, 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, DAVID TRAVIS; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-8103.

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

MEETING DATE: February 7, 2018

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 January 17, 2018 Regular meeting. (S. Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve Quarterly Investment Report for quarter ending December 31, 2017 as prepared by Valley View Consulting, LLC. (Gimenez)
- d. Approve Resolution No. 2018-05 approving submission of grant application for Border Star Project to the Office of the Governor to help prevent and reduce border-related criminal activity. (Smith)
- e. Approve Resolution No. 2018-06 supporting the submission of the application for state assistance from the Beach Maintenance Reimbursement fund for the Fiscal Year 2017/18. (B. Hill)
- f. Approve Resolution No. 2018-07 which establishes rental charges for beach cleaning equipment and labor to be used for the city's Beach Maintenance Reimbursement submissions. (B. Hill)
- g. Approve excused absence for Council Member Alita Bagley from the January 17, 2018 Regular meeting. (Bagley)
- h. Approve excused absence for Council Member Ron Pitcock from the February 7, 2018 Regular meeting. (Pitcock)
- i. Approve second and final reading of Ordinance No. 18-01 establishing East Sunset Drive as a one-way street (eastbound) from March 1, 2018 to March 31, 2018. (Jones)
- j. Approve second and final reading of Ordinance No. 18-02 amending Chapter 4, Article 1, Section 4-5(A), adoption of the standard codes by providing for the adoption of the current standard codes. (Travis/Fowler)
- k. Approve second and final reading of Ordinance No. 18-03 amending Ordinance No. 04-13 which updates the Master Flood Hazard Prevention ordinance to comply with the updated requirements of the National Flood Insurance Program (NFIP). (Sanchez)

- l. Approve second and final reading of Ordinance No. 18-04 establishing a “No Parking” Zone on the south side and on the first 100 feet on the north side of the 200 block of West Swordfish Street. (Sanchez)
- m. Approve second and final reading of Ordinance No. 18-06 amending Article IV, Sec. 2-75 of Chapter 2 of the Code of Ordinances pertaining to fees for Emergency Medical Services. (Fowler)
- n. Approve and authorize the Chief of Police to sign a Memorandum of Understanding Addendum/Multidisciplinary Team Enhancement – Statewide Intake Reports between the City of South Padre Island Police Department and Cameron County Children’s Advocacy Centers, Inc. (Smith)
- o. Approve a budget amendment in the amount of \$25,562.16 for the purchase of iNet Sentry mini Surveillance pods for the Emergency Operations Center. (Shellard)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

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

MEETING DATE: February 7, 2018

NAME & TITLE: Susan Hill, City Secretary

DEPARTMENT: City Manager's Office

ITEM

Approve minutes of January 17, 2018 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

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

WEDNESDAY, JANUARY 17, 2018

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular meeting on Wednesday, January 17, 2018 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Stahl called the meeting to order at 5:30 p.m. A quorum was present: Council Member Ken Medders, Jr., Ron Pitcock, Theresa Metty and Paul Munarriz. Council Member Alita Bagley was absent.

City staff members present were City Manager Susan Guthrie, Assistant City Manager Darla Jones, Police Chief Randy Smith, Chief Financial Officer Rodrigo Gimenez, Public Works Director Alex Sanchez, CVB Director Keith Arnold, Fire Chief Doug Fowler, Transit Director Jesse Arriaga, Environmental Health Director Victor Baldovinos, Assistant Public Works Director Jon Wilson, Information Technology Director Mark Shellard, Building Official David Travis, Shoreline Program Coordinator Manuel Aguilar, Public Information Officer Angelique Soto, Parks and Recreation Manager Anne Payne and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE

Mayor Stahl led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS

Public comments and announcements were given at this time.

IV. PRESENTATIONS AND PROCLAMATIONS:

a. PROCLAMATION: SCHOOL CHOICE WEEK

V. APPROVE CONSENT AGENDA:

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

A. APPROVE MINUTES OF DECEMBER 6, 2017 REGULAR MEETING AND SPECIAL MEETINGS OF DECEMBER 13, 2017, DECEMBER 14, 2017 AND DECEMBER 19, 2017. (S. HILL)

B. APPROVE INVOICES FOR PAYMENT. (GIMENEZ)

Invoices approved for payment were paid by General Fund checks numbered 139983 through 140221 and EFT payments totaling \$1,555,692.96.

- C. APPROVE RESOLUTION NO. 2018-01 REGARDING A GRANT APPLICATION SUBMITTAL TO ENTITIES SUCH AS THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC) FOR SOUTH PADRE ISLAND FIRE DEPARTMENT EMS HEART MONITORS. (FOWLER)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2018-01, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- D. APPROVE RESOLUTION NO. 2018-02 REGARDING A GRANT APPLICATION SUBMITTAL TO ENTITIES SUCH AS THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC) AND FEMA ASSISTANCE TO FIREFIGHTERS GRANTS. THE GRANTS ARE FOR SOUTH PADRE ISLAND (SPI) DIVE TEAM EQUIPMENT FUNDING IN THE AMOUNT OF \$10,000; AND A WATER VESSEL TO BE USED FOR THE DIVE TEAM, SEARCH AND RESCUE, AND FIREFIGHTING IN THE AMOUNT OF \$200,000. (FOWLER)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2018-02, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- E. APPROVE RESOLUTION NO. 2018-03 REGARDING A GRANT APPLICATION SUBMITTAL TO ENTITIES SUCH AS THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC) FOR A SOUTH PADRE ISLAND FIRE DEPARTMENT VEHICLE (4X4 PICK-UP TRUCK WITH CAMPER SHELL). (FOWLER)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2018-03, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- F. APPROVE BUDGET AMENDMENT TO ALLOCATE GRANT FUNDS FOR TRAINING IN THE AMOUNT OF \$1,200. (FOWLER)**

- G. APPROVE BUDGET AMENDMENT TO ALLOCATE GRANT FUNDS FOR TRAINING IN THE AMOUNT OF \$1,000. (FOWLER)**

- H. APPROVE RESOLUTION NO. 2018-04 IN SUPPORT OF THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY LOWER LAGUNA MADRE ESTUARY PROGRAM. (B. HILL)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2018-04, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

I. APPROVE CHANGE ORDER #1 FOR MOONLIGHT CIRCLE BEACH ACCESS IMPROVEMENT PROJECT IN THE AMOUNT OF \$50,084.76 AND AUTHORIZE ASSISTANT CITY MANAGER TO APPROVE SUBSEQUENT CHANGE ORDERS NOT TO EXCEED \$10,000 EACH. (B. HILL)

J. APPROVE AND ACCEPT THE AWARDED GRANT APPLICATION AS WELL AS A BUDGET AMENDMENT FOR THE RIFLE-RESISTANT BODY ARMOR PROJECT FROM THE OFFICE OF THE GOVERNOR TO INCREASE THE SAFETY OF TEXAS LAW ENFORCEMENT OFFICERS AND PREVENT LOSS OF LIFE. (SMITH)

VI. DISCUSSION AND ACTION REGARDING THE FIRST READING OF ORDINANCE NO. 18-01 ESTABLISHING A ONE-WAY STREET ON EAST SUNSET TEMPORARILY FOR THE MONTH OF MARCH 2018. (JONES)

Council Member Pitcock made a motion to approve first reading of Ordinance No. 18-01 establishing a one-way street on East Sunset Street for the month of March 2018. Motion was seconded by Council Member Metty, which carried on a unanimous vote.

VII. DISCUSSION AND ACTION TO APPROVE THE FIRST READING OF ORDINANCE NO. 18-02 AMENDING CHAPTER 4, ARTICLE 1, SECTION 4-5(A) BY PROVIDING FOR THE ADOPTION OF THE CURRENT STANDARD CODES. (TRAVIS/FOWLER)

Mayor Stahl made a motion to approve the first reading of Ordinance No. 18-02 which amends Chapter 4, Article 1, Section 4-5(A) by providing for the adoption of the 2015 International Building Code, 2015 International Residential Code without Section R313 (deleted), 2015 International Fire Code without Appendices L and M (deleted), 2015 International Mechanical Code, 2015 International Plumbing Code, 2015 International Fuel Gas Code, 2014 National Electrical Code, 2015 International Energy Conservation Code, 1997 Standard Housing Code, and the 1985 Unsafe Building Abatement Code and all other amendments thereto except as modified by the Code of Ordinances. Council Member Pitcock seconded the motion. Motion passed unanimously.

VIII. DISCUSSION AND ACTION TO APPROVE THE FIRST READING OF ORDINANCE NO. 18-03 AMENDING ORDINANCE NO. 04-13 WHICH UPDATES THE MASTER FLOOD HAZARD PREVENTION ORDINANCE TO COMPLY WITH THE UPDATED REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP). (SANCHEZ)

Council Member Metty made a motion, seconded by Council Member Munarriz to approve the first reading of Ordinance No. 18-03 updating the Master Flood Hazard

Prevention ordinance to comply with National Flood Insurance Program requirements. Motion carried on a unanimous vote.

IX. DISCUSSION AND ACTION REGARDING THE FIRST READING OF ORDINANCE 18-04 ESTABLISHING A "NO PARKING" ZONE ON THE SOUTH SIDE AND THE FIRST 100 FEET ON THE NORTH SIDE OF THE 200 BLOCK OF WEST SWORDFISH STREET. (SANCHEZ)

Council Member Pitcock made a motion to approve first reading of Ordinance No. 18-04 by adding Section 18-19.5 providing restricted parking on the south side and on the first 100 feet on the north side of the 200 block of west Swordfish Street. Motion was seconded by Council Member Metty, which passed unanimously.

X. DISCUSSION AND ACTION REGARDING THE FIRST READING OF ORDINANCE NO. 18-05 TO AMEND SECTION 4-2.3 OF CHAPTER 4 (BUILDING AND CONSTRUCTION) AND SECTION 23.15 OF CHAPTER 23 (SUBDIVISION REGULATIONS) ADDING FOR AN OPTION OF A SIDEWALK IN-LIEU PAYMENT TO BE USED BY THE CITY TO ACCOMMODATE NEIGHBORING DEVELOPMENT PATTERNS. (SANCHEZ)

Council Member Munarriz made a motion, seconded by Council Member Pitcock to approve first reading of Ordinance No. 18-05 amending Section 4-2.3 of Chapter 4 and Section 23.15 of Chapter 23 by adding an option of a Sidewalk In-Lieu Payment to be used by the City to accommodate neighboring development patterns. Motion carried on a unanimous vote.

XI. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FIRST READING OF ORDINANCE NO. 18-06 UPDATING THE FEE SCHEDULE TO INCLUDE ALL FEES CHARGED BY THE FIRE DEPARTMENT FOR THE DELIVERY OF EMERGENCY MEDICAL SERVICES. (FOWLER)

Council Member Pitcock made a motion to approve first reading of Ordinance No. 18-06 updating the Fee Schedule to include all fees charged by the Fire Department for the delivery of emergency medical services. Council Member Metty seconded the motion, which passed on a unanimous vote.

XII. DISCUSSION AND ACTION REGARDING THE COMPREHENSIVE PLAN, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SAME AND TO APPROVE A BUDGET AMENDMENT FOR AN AMOUNT NOT TO EXCEED \$150,500. (GUTHRIE)

Council Member Metty made a motion, seconded by Council Member Pitcock to approve budget amendment and authorize the City Manager to execute a contract with Kimley-Horn, not to exceed \$150,500, to prepare a Comprehensive Plan. Motion carried unanimously.

XIII. DISCUSSION AND ACTION TO ACCEPT A PROPOSAL FOR A FEASIBILITY ANALYSIS OF THE DEVELOPMENT OF THE "PINNELL PROPERTY" AS A WIND-SPORTING VENUE; AUTHORIZE A BUDGET AMENDMENT IN THE AMOUNT OF \$7,420 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE SAME. (GUTHRIE)

Council Member Pitcock made a motion to accept a proposal and authorize a budget amendment in the amount of \$7,420 for a feasibility analysis of the development of the Pinnell property as a wind-sporting venue; and authorize the City Manager to execute contract. Council Member Munarriz seconded the motion, which passed on a unanimous vote.

XIV. DISCUSSION AND ACTION TO APPROVE A SANDCASTLE TRAIL MAINTENANCE CONTRACT IN THE AMOUNT OF \$30,000 AND APPROVE A BUDGET AMENDMENT FROM CVB EXCESS RESERVES. (ARNOLD)

Council Member Pitcock made a motion to approve contract and budget amendment in the amount of \$30,000 for the Sandcastle Trail maintenance. Motion was seconded by Council Member Metty. Motion carried unanimously.

XV. DISCUSSION AND ACTION TO APPROVE A SOUTH PADRE ISLAND VISITORS CENTER SANDCASTLE MAINTENANCE CONTRACT IN THE AMOUNT OF \$24,000 AND APPROVE A BUDGET AMENDMENT FROM CVB EXCESS RESERVES. (ARNOLD)

Council Member Metty made a motion, seconded by Council Member Munarriz to approve contract and budget amendment in the amount of \$24,000 for the Visitors Center Sandcastle maintenance contract. Motion passed on a unanimous vote.

XVI. DISCUSSION AND POSSIBLE ACTION TO ABANDON THE AWOS (AUTOMATED WEATHER OBSERVATION SYSTEM) AND HELIPAD SITE IN ISLA BLANCA PARK AND POSSIBLE RELOCATION OF THE 2008 MEDICAL HELICOPTER CRASH MONUMENT TO THE SOUTH PADRE ISLAND FIRESTATION. (FOWLER)

A motion was made by Mayor Stahl to approve the abandonment of the helipad in Isla Blanca Park that once housed the Automated Weather Observation System (AWOS). Motion was seconded by Council Member Metty. Mayor Stahl amended the motion, seconded by Council Member Metty, to include the relocation of the 2008 Medical Helicopter Crash monument to the Fire Station. Motion carried unanimously.

XVII. DISCUSSION AND ACTION TO AWARD CONTRACT FOR THE BUILD-OUT OF THE CITY HALL "SHELL SPACE" WITH CHANGE ORDER AND APPROVE A BUDGET AMENDMENT TO ALLOCATE SEIZED FUNDS IN THE AMOUNT OF \$85,414 AND \$4,000 FROM THE GENERAL FUND. (JONES/SMITH)

Council Member Pitcock made a motion to award contract to Willis Development for the build-out of the shell space at City Hall with change order; and approve a budget amendment to allocate seized funds in the amount of \$85,414 and \$4,000 from the General Fund. Council Member Munarriz seconded the motion, which passed on a unanimous vote.

XVIII. DISCUSSION AND ACTION TO AWARD A CONTRACT FOR PHASE I OF THE WAYFINDING PROJECT AND APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$75,000. (JONES)

Council Member Metty made a motion to award contract and approve budget amendment in the amount of \$75,000 for Phase I of the Wayfinding Project with the revision to the "ownership" clause in the contract. Motion was seconded by Council Member Pitcock, which carried unanimously. Contract was awarded to National Sign Plazas, Inc.

XIX. DISCUSSION AND POSSIBLE ACTION TO CANCEL OR RESCHEDULE THE MARCH 21, 2018 CITY COUNCIL REGULAR MEETING DUE TO SPRING BREAK AND THE JULY 4, 2018 CITY COUNCIL REGULAR MEETING DUE TO THE HOLIDAY. (HILL)

Council Member Munarriz made a motion, seconded by Council Member Pitcock to cancel the March 21, 2018 and July 4, 2018 regular meetings due to Spring Break and July 4th holiday. Motion passed unanimously.

XX. DISCUSSION AND ACTION TO ACCEPT A PROPOSAL FOR DESIGN AND ENGINEERING SERVICES ASSOCIATED WITH THE RE-DEVELOPMENT OF THE PALM STREET BOAT RAMP, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$22,350 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SAME. (JONES)

Council Member Munarriz made a motion to approve a proposal from Hanson Professional Services, Inc. in the amount of \$22,350 for design and engineering services for the re-development of the Palm Street boat ramp with the condition that it includes the evaluation of potential excessive silt issues in that area. Also included in the motion was approval of budget amendment and authorizing the City Manager to execute contract. Motion was seconded by Council Member Metty, which carried on a unanimous vote.

XXI. ADJOURN.

There being no further action, Mayor Stahl adjourned the meeting at 7:04 pm.

Susan M. Hill, City Secretary

APPROVED

Dennis Stahl, Mayor

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

MEETING DATE: February 7, 2018

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance

ITEM

Approve invoices for payment by General Fund checks numbered 140222 through 140456 and EFT payments totaling \$1,253,823.59.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

1/31/2018 3:23 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 1

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001017	AIR EVAC LIFTEAM	I-12318	01 2488	AIR EVAC LIFE: EMPLY.	CONTRIBUTIONS	140382	189.00
VENDOR 01-001017 TOTALS							189.00
01-002434	CINDY BOUDLOCHE	I-DWD201801086228	01 2469	DEBTORS WAGE :	CASE NO 14-10370	140259	542.31
01-002434	CINDY BOUDLOCHE	I-DWD201801226235	01 2469	DEBTORS WAGE :	CASE NO 14-10370	140388	542.31
01-002434	CINDY BOUDLOCHE	I-DWE201801086228	01 2469	DEBTORS WAGE :	CASE NO 16-10432	140260	1,483.85
01-002434	CINDY BOUDLOCHE	I-DWE201801226235	01 2469	DEBTORS WAGE :	CASE NO 16-10432	140389	1,483.85
VENDOR 01-002434 TOTALS							4,052.32
01-003035	CALIFORNIA STATE DISBU	I-C1P201801086228	01 2473	CHILD SUPPORT: CS	0370020351331	140263	391.15
01-003035	CALIFORNIA STATE DISBU	I-C1P201801226235	01 2473	CHILD SUPPORT: CS	0370020351331	140393	391.15
VENDOR 01-003035 TOTALS							782.30
01-003185	OFFICE OF THE ATTY GEN	I-C10201801086228	01 2473	CHILD SUPPORT: A/N	2004094864B	000000	364.15
01-003185	OFFICE OF THE ATTY GEN	I-C10201801226235	01 2473	CHILD SUPPORT: A/N	2004094864B	000000	364.15
01-003185	OFFICE OF THE ATTY GEN	I-C13201801086228	01 2473	CHILD SUPPORT: A/N	0013262861	000000	106.15
01-003185	OFFICE OF THE ATTY GEN	I-C13201801226235	01 2473	CHILD SUPPORT: A/N	0013262861	000000	106.15
01-003185	OFFICE OF THE ATTY GEN	I-C1C201801086228	01 2473	CHILD SUPPORT: ORDER NO	2015-DCL-56	000000	339.23
01-003185	OFFICE OF THE ATTY GEN	I-C1C201801226235	01 2473	CHILD SUPPORT: ORDER NO	2015-DCL-56	000000	339.23
01-003185	OFFICE OF THE ATTY GEN	I-C1L201801086228	01 2473	CHILD SUPPORT: ORDER NO	2005063139E	000000	121.38
01-003185	OFFICE OF THE ATTY GEN	I-C1L201801226235	01 2473	CHILD SUPPORT: ORDER NO	2005063139E	000000	121.38
01-003185	OFFICE OF THE ATTY GEN	I-C1N201801086228	01 2473	CHILD SUPPORT: ORDER #	2012-DCL-186	000000	230.77
01-003185	OFFICE OF THE ATTY GEN	I-C1N201801226235	01 2473	CHILD SUPPORT: ORDER #	2012-DCL-186	000000	230.77
01-003185	OFFICE OF THE ATTY GEN	I-C1Q201801086228	01 2473	CHILD SUPPORT: CS	2014-DCL-08362	000000	191.54
01-003185	OFFICE OF THE ATTY GEN	I-C1Q201801226235	01 2473	CHILD SUPPORT: CS	2014-DCL-08362	000000	191.54
01-003185	OFFICE OF THE ATTY GEN	I-C1R201801086228	01 2473	CHILD SUPPORT: ORDER NO	08-1471	000000	429.23
01-003185	OFFICE OF THE ATTY GEN	I-C1R201801226235	01 2473	CHILD SUPPORT: ORDER NO	08-1471	000000	429.23
01-003185	OFFICE OF THE ATTY GEN	I-C12201801226235	01 2473	CHILD SUPPORT: CASE NO:	0013217643	000000	52.76
01-003185	OFFICE OF THE ATTY GEN	I-C21201801086228	01 2473	CHILD SUPPORT: A/N	0011549506	000000	369.23
01-003185	OFFICE OF THE ATTY GEN	I-C21201801226235	01 2473	CHILD SUPPORT: A/N	0011549506	000000	369.23
01-003185	OFFICE OF THE ATTY GEN	I-C24201801086228	01 2473	CHILD SUPPORT: A/N	0011488748	000000	293.89
01-003185	OFFICE OF THE ATTY GEN	I-C24201801226235	01 2473	CHILD SUPPORT: A/N	0011488748	000000	293.89
01-003185	OFFICE OF THE ATTY GEN	I-C2C201801086228	01 2473	CHILD SUPPORT: ORDER NO:	2017-DCL-0	000000	208.15
01-003185	OFFICE OF THE ATTY GEN	I-C2C201801226235	01 2473	CHILD SUPPORT: ORDER NO:	2017-DCL-0	000000	208.15
01-003185	OFFICE OF THE ATTY GEN	I-C2F201801086228	01 2473	CHILD SUPPORT: ORDER ID	2012-DCL-44	000000	400.15
01-003185	OFFICE OF THE ATTY GEN	I-C2F201801226235	01 2473	CHILD SUPPORT: ORDER ID	2012-DCL-44	000000	400.15
01-003185	OFFICE OF THE ATTY GEN	I-C51201801086228	01 2473	CHILD SUPPORT: A/N	0012375322	000000	294.33
01-003185	OFFICE OF THE ATTY GEN	I-C51201801226235	01 2473	CHILD SUPPORT: A/N	0012375322	000000	294.33
01-003185	OFFICE OF THE ATTY GEN	I-C59201801086228	01 2473	CHILD SUPPORT: #0009529310		000000	162.46
01-003185	OFFICE OF THE ATTY GEN	I-C59201801226235	01 2473	CHILD SUPPORT: #0009529310		000000	162.46

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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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003185	OFFICE OF THE ATTY GEN	I-C67201801086228	01 2473	CHILD SUPPORT: ORDER NO 2012-DCL-00	000000		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C67201801226235	01 2473	CHILD SUPPORT: ORDER NO 2012-DCL-00	000000		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201801086228	01 2473	CHILD SUPPORT: A/N 0010353126	000000		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C77201801226235	01 2473	CHILD SUPPORT: A/N 0010353126	000000		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201801086228	01 2473	CHILD SUPPORT: ORDER #2012-DCL-0866	000000		348.92
01-003185	OFFICE OF THE ATTY GEN	I-C82201801226235	01 2473	CHILD SUPPORT: ORDER #2012-DCL-0866	000000		348.92
01-003185	OFFICE OF THE ATTY GEN	I-C91201801086228	01 2473	CHILD SUPPORT: AG 0012920905	000000		296.77
01-003185	OFFICE OF THE ATTY GEN	I-C91201801226235	01 2473	CHILD SUPPORT: AG 0012920905	000000		296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201801086228	01 2473	CHILD SUPPORT: ORDER # 99125207D	000000		101.54
01-003185	OFFICE OF THE ATTY GEN	I-C93201801226235	01 2473	CHILD SUPPORT: ORDER # 99125207D	000000		101.54
01-003185	OFFICE OF THE ATTY GEN	I-C95201801086228	01 2473	CHILD SUPPORT: CASE #0013025749	000000		420.00
01-003185	OFFICE OF THE ATTY GEN	I-C95201801226235	01 2473	CHILD SUPPORT: CASE #0013025749	000000		420.00
VENDOR 01-003185 TOTALS							10,029.76
01-003444	CITIBANK	I-010318	01 2489	PURCHASING CA: DEC 2017 P CARD PURC	140396		79,540.17
VENDOR 01-003444 TOTALS							79,540.17
01-006133	DEARBORN NATIONAL	I-120117	01 2465	VTL LIFE INSU: EMPLOYEE PREMIUM - V	140229		42.14
01-006133	DEARBORN NATIONAL	I-120117	01 48042	MISCELLANEOUS: EMPLOYEE PREMIUM - V	140229		0.03-
VENDOR 01-006133 TOTALS							42.11
01-006163	AMERICAN GENERAL LIFE	I-012318	01 2485	AMERICAN GENE: EMPLOYEE SALARY ALL	140402		307.92
VENDOR 01-006163 TOTALS							307.92
01-007001	ANA GARZA	I-C04201801086228	01 2473	CHILD SUPPORT: A/N 2003-03-1480-B	140276		194.88
01-007001	ANA GARZA	I-C04201801226235	01 2473	CHILD SUPPORT: A/N 2003-03-1480-B	140412		194.88
VENDOR 01-007001 TOTALS							389.76
01-013245	MEJIA & ROSE, INC.	I-011718	01 2416	PERFORMANCE G: REFUND OF PERFORMANC	140377		4,908.75
VENDOR 01-013245 TOTALS							4,908.75
01-018028	EFRAIN RAMIREZ	I-12318	01 2491	AFLAC INSURAN: REFUND OF OVERPAYMEN	140433		16.40
VENDOR 01-018028 TOTALS							16.40

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REGULAR DEPARTMENT PAYMENT REPORT

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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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019222	S.P.I. FIREFIGHTERS AS	I-010918	01 2472	FIREFIGHTERS :	ASSOCIATION DUES JAN 140301		361.00
01-019222	S.P.I. FIREFIGHTERS AS	I-12318	01 2472	FIREFIGHTERS :	ASSOCIATION DUES JAN 140435		361.00
VENDOR 01-019222 TOTALS							722.00
01-019327	SOUTH PADRE ISLAND PRO	I-10917	01 2487	POLICE DEPT A:	ASSOCIATION DUES JAN 999999		105.00
01-019327	SOUTH PADRE ISLAND PRO	I-12318	01 2487	POLICE DEPT A:	ASSOCIATION DUES; JA 999999		105.00
VENDOR 01-019327 TOTALS							210.00
01-020100	T.M.R.S.	I-10418	01 2470	T.M.R.S. :	DEC 2017 CITY CONTRI 999999		50,531.67
VENDOR 01-020100 TOTALS							50,531.67
01-020700	TRANSAMERICA WORKSITE	I-2502660825	01 2464	TRANSAMERICA :	NOV. 2017 EMPLOYEE P 140255		15.18
01-020700	TRANSAMERICA WORKSITE	I-2502660825	01 48042	MISCELLANEOUS:	NOV. 2017 EMPLOYEE P 140255		0.01-
01-020700	TRANSAMERICA WORKSITE	I-2502694756	01 2464	TRANSAMERICA :	DEC. 2017 EMPLOYEE P 140255		15.18
01-020700	TRANSAMERICA WORKSITE	I-2502694756	01 48042	MISCELLANEOUS:	DEC. 2017 EMPLOYEE P 140255		0.01-
VENDOR 01-020700 TOTALS							30.34
01-1	BES MERIT PROPERTIES	I-000201801196232	01 48042	MISCELLANEOUS:	20171301 140380		2,100.00
01-1	BES MERIT PROPERTIES	I-000201801196233	01 48042	MISCELLANEOUS:	20171302 140381		2,100.00
01-1	WILLIAM M. GREENWOOD	I-010918	01 2416	PERFORMANCE G:	WILLIAM M. GREENWOOD 140319		858.00
01-1	PAUL TERHEGGEN	I-011218	01 47046	ANIMAL SERVIC:	PAUL TERHEGGEN: REFU 140371		20.00
VENDOR 01-1 TOTALS							5,078.00
DEPARTMENT NON-DEPARTMENTAL TOTAL:							156,830.50

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VENDOR SET: 01 City of South Padre Island

FUND : 01 GENERAL FUND

DEPARTMENT: 511 CITY COUNCIL

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001992	ALITA BAGLEY	I-122217	01 511-0550-021	ALITA BAGLEY :	ANNUAL COMPENSATION	140222	1.00
VENDOR 01-001992 TOTALS							1.00
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 511-0550-031	KEN MEDDERS :	COUNCILMAN MEDDERS/W	140332	36.00
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 511-0550-029	PAUL MUNARRIZ:	COUNCILMAN R. MUNARR	140332	18.00
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 511-0550-026	DENNIS STAHL :	CC JUDGE TREVINO,COM	140332	54.00
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 511-0550-028	THERESA METTY:	COUNCILWOMAN T. METT	140332	18.00
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 511-0550-026	DENNIS STAHL :	SENTATOR STAFF	140332	54.00
VENDOR 01-003410 TOTALS							180.00
01-013215	KEN MEDDERS JR.	I-122217	01 511-0550-031	KEN MEDDERS :	ANNUAL COMPENSATION	140234	1.00
VENDOR 01-013215 TOTALS							1.00
01-013513	THERESA METTY	I-122217	01 511-0550-028	THERESA METTY:	ANNUAL COMPENSATION	140236	1.00
VENDOR 01-013513 TOTALS							1.00
01-013514	PAUL MUNARRIZ	I-122217	01 511-0550-029	PAUL MUNARRIZ:	ANNUAL COMPENSATION	140237	1.00
VENDOR 01-013514 TOTALS							1.00
01-016298	RON PITCOCK	I-122217	01 511-0550-030	RON PITCOCK :	ANNUAL COMPENSATION	140243	1.00
VENDOR 01-016298 TOTALS							1.00
01-019527	DENNIS STAHL	I-122217	01 511-0550-026	DENNIS STAHL :	ANNUAL COMPENSATION	140248	1.00
01-019527	DENNIS STAHL	I-122817	01 511-0550-026	DENNIS STAHL :	REIMBURSE AIRFARE, S	999999	432.61
VENDOR 01-019527 TOTALS							433.61
01-020602	TOUCAN GRAPHICS	I-23440	01 511-0550-029	PAUL MUNARRIZ:	500 BUS. CARDS, P. M	140253	39.00
VENDOR 01-020602 TOTALS							39.00

DEPARTMENT 511 CITY COUNCIL

TOTAL:

657.61

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 VENDOR SET: 01 City of South Padre Island
 FUND : 01 GENERAL FUND
 DEPARTMENT: 512 CITY MANAGERS OFFICE
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 1/04/2018 THRU 1/26/2018
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002068	JULIANNA R. BARRON	I-011118	01 512-0550	TRAVEL EXPENS: MEAL & MILEAGE	JAN 999999		180.77
VENDOR 01-002068 TOTALS							180.77
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 512-0102	LOCAL MEETING: S.GUTHRIE,D JONES, J	140332		54.00
VENDOR 01-003410 TOTALS							54.00
01-015010	OFFICE DEPOT	I-991887356001	01 512-0101	OFFICE SUPPLI: 1 PK, DIVIDE IT UP F	140240		8.54
VENDOR 01-015010 TOTALS							8.54
01-016600	PT ISABEL/SO PADRE PRE	I-122117	01 512-0540	ADVERTISING : DISPLAY ADS, ORD. 17	140432		229.20
VENDOR 01-016600 TOTALS							229.20
01-020100	T.M.R.S.	I-10418	01 512-0080	THRS	DEC 2017 CITY CONTRI	999999	5,298.62
VENDOR 01-020100 TOTALS							5,298.62
DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL:							5,771.13

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 513-0102	LOCAL MEETING: CFO RODRIGO GIMENEZ		140332	18.00
VENDOR 01-003410 TOTALS							18.00
01-020100	T.M.R.S.	I-10418	01 513-0080	TMRS	: DEC 2017 CITY CONTRI	999999	3,413.85
VENDOR 01-020100 TOTALS							3,413.85
DEPARTMENT 513 FINANCE DEPARTMENT						TOTAL:	3,431.85

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-10418	01 514-0080	TMRS	: DEC 2017 CITY CONTRI	999999	2,318.69
						VENDOR 01-020100 TOTALS	2,318.69
						DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:	2,318.69

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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: 515 TECHNOLOGY DEPARTMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 515-0102	LOCAL MEETING: MARK SHELLARD, IT DI	140332		18.00
VENDOR 01-003410 TOTALS							18.00
01-004089	DEPT OF INFO RESOURCES	I-18110600N	01 515-0501	COMMUNICATION: TEXAN RATE PHONE I.D	140271		5.75
VENDOR 01-004089 TOTALS							5.75
01-004318	EGOV STRATEGIES, LLC	I-8-2156	01 515-0415	SERVICE CONTR: ANNUAL LICENSE, SUPP	999999		4,700.00
VENDOR 01-004318 TOTALS							4,700.00
01-007400	GRANICUS, INC.	I-92323	01 515-0415	SERVICE CONTR: CITIZEN PARTICIPATIO	999999		100.00
01-007400	GRANICUS, INC.	I-92458	01 515-0415	SERVICE CONTR: CITIZEN PARTICIPATIO	999999		500.09
01-007400	GRANICUS, INC.	I-92459	01 515-0415	SERVICE CONTR: CITIZEN PARTICIPATIO	999999		500.09
01-007400	GRANICUS, INC.	I-92460	01 515-0415	SERVICE CONTR: CITIZEN PARTICIPATIO	999999		500.09
01-007400	GRANICUS, INC.	I-92621	01 515-0415	SERVICE CONTR: CITIZEN PARTICIPATIO	999999		100.00
01-007400	GRANICUS, INC.	I-92622	01 515-0415	SERVICE CONTR: CITIZEN PARTICIPATIO	999999		100.00
VENDOR 01-007400 TOTALS							1,800.27
01-009117	TYLER TECHNOLOGIES INC	I-025-209635	01 515-0415	SERVICE CONTR: TYLER SERVICES	140343		1,229.07
VENDOR 01-009117 TOTALS							1,229.07
01-016361	PLURALSIGHT, LLC	I-INV01674823	01 515-0513	TRAINING EXPE: 3- LICENSE IT STAFF,	140431		1,347.00
VENDOR 01-016361 TOTALS							1,347.00
01-019182	SMARTCOM TELEPHONE.LLC	I-010118	01 515-0415	SERVICE CONTR: PT2 PT RADIO CONNECT	140299		223.04
VENDOR 01-019182 TOTALS							223.04
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00265437	01 515-0410	MACHINERY & E: PC REPLACEMENT PLAN	140358		19,952.90
VENDOR 01-019198 TOTALS							19,952.90
01-019356	SOUTHERN COMPUTER WARE	I-IN-000472148	01 515-0150	MINOR TOOLS & 1- LOGITECH MK270 WI	140247		24.26
VENDOR 01-019356 TOTALS							24.26

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REGULAR DEPARTMENT PAYMENT REPORT

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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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019502	AT&T	I-01032018	01 515-0501	COMMUNICATION: AT&T FAX & LAND LINE	140361		35.75
01-019502	AT&T	I-01318	01 515-0501	COMMUNICATION: AT&T FAX & LAND LINE	140361		988.83
01-019502	AT&T	I-10318	01 515-0501	COMMUNICATION: AT&T FAX & LAND LINE	140361		144.21
VENDOR 01-019502 TOTALS							1,168.79
01-019990	TECHNICAL DIFFERENCE,	I-101017	01 515-0415	SERVICE CONTR: HR SOFTWARE	140379		1,957.00
VENDOR 01-019990 TOTALS							1,957.00
01-020100	T.M.R.S.	I-10418	01 515-0080	TMRS	: DEC 2017 CITY CONTRI	999999	1,700.35
VENDOR 01-020100 TOTALS							1,700.35
01-020185	TIME WARNER CABLE	I-0024491121817	01 515-0415	SERVICE CONTR: SERVICE @ CITY HALL	140251		1,194.48
01-020185	TIME WARNER CABLE	I-11018	01 515-0415	SERVICE CONTR: SERVICE AT FIRE DEPT	140442		311.86
VENDOR 01-020185 TOTALS							1,506.34
01-020644	T-MOBILE	I-11518	01 515-0501	COMMUNICATION: DATA SERVICE	140446		1,619.17
01-020644	T-MOBILE	I-121517	01 515-0501	COMMUNICATION: DATA SERVICE	140254		1,549.75
VENDOR 01-020644 TOTALS							3,168.92
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:							38,801.69

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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: 516 HUMAN RESOURCES

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-611379-0	01 516-0101	OFFICE SUPPLI: 1 PK WIREBND LEGAL P	140257		26.77
VENDOR 01-001129 TOTALS							26.77
01-004045	MIKE DE LEON	I-122817	01 516-0514	TUITION ASSIS: TUITION ASSISTANCE:	999999		2,500.00
VENDOR 01-004045 TOTALS							2,500.00
01-004048	DEER OAKS EAP SERVICES I-COSPI18-01		01 516-0530	PROFESSIONAL : JANUARY EAP SERVICES	140400		153.90
VENDOR 01-004048 TOTALS							153.90
01-006101	FIRST CHECK	I-8857	01 516-0530	PROFESSIONAL : PRE EMPLOYMENT SCREE	140274		33.25
VENDOR 01-006101 TOTALS							33.25
01-015010	OFFICE DEPOT	C-986990306001	01 516-0101	OFFICE SUPPLI: STENO DKT RETURNED	140352		29.07-
01-015010	OFFICE DEPOT	I-985815574001	01 516-0101	OFFICE SUPPLI: ENVELOPES, AIRDUSTER	140352		61.07
VENDOR 01-015010 TOTALS							32.00
01-019243	MEDICAL ASSOCIATES OF	I-011318	01 516-0530	PROFESSIONAL : DRUG SCREEN:1/08/18	140436		25.00
VENDOR 01-019243 TOTALS							25.00
01-020100	T.M.R.S.	I-10418	01 516-0080	TMRS : DEC 2017 CITY CONTRI	999999		1,766.74
VENDOR 01-020100 TOTALS							1,766.74

DEPARTMENT 516 HUMAN RESOURCES TOTAL: 4,537.66

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN I-612712-0		01 520-0101	OFFICE SUPPLI	10 BKS PAPER	140257	199.30
VENDOR 01-001129 TOTALS							199.30
01-020100	T.M.R.S.	I-10418	01 520-0080	TMRS	: DEC 2017 CITY CONTRI 999999		530.71
VENDOR 01-020100 TOTALS							530.71
DEPARTMENT 520 MUNICIPAL COURT						TOTAL:	730.01

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REGULAR DEPARTMENT PAYMENT REPORT

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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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002702	BREATH TEST SERVICES	I-1567	01 521-0415	SERVICE CONTR:	BREATH TEST SERV. JA 140261		2,500.00
VENDOR 01-002702 TOTALS							2,500.00
01-003197	JUAN M. CANTU	I-010918	01 521-0550	TRAVEL EXPENS:	PER DIEM-TRAINING IN 140395		250.00
VENDOR 01-003197 TOTALS							250.00
01-007096	JOSEPH GONZALEZ	I-010918	01 521-0550	TRAVEL EXPENS:	ATTENDING BCI COURSE 999999		789.40
VENDOR 01-007096 TOTALS							789.40
01-007123	GLENDAL PARADE STORE,	I-144120	01 521-0130	WEARING APPAR:	PD-COLOR GUARD CAPS, 140279		356.35
01-007123	GLENDAL PARADE STORE,	I-144120	01 521-0150	MINOR TOOLS &:	PD-COLOR GUARD FLAG 140279		478.45
VENDOR 01-007123 TOTALS							834.80
01-019719	SYSCO FOODS OF	I-213131843	01 521-0101	OFFICE SUPPLY:	2 CS CREAMER POLICE 140305		24.70
01-019719	SYSCO FOODS OF	I-213149450	01 521-0101	OFFICE SUPPLY:	NON-DAIRY CREAMER/ S 140440		414.80
VENDOR 01-019719 TOTALS							439.50
01-020100	T.M.R.S.	I-10418	01 521-0080	TMRS	: DEC 2017 CITY CONTRI 999999		20,250.71
VENDOR 01-020100 TOTALS							20,250.71
01-023058	WHATABURGER	I-1082829	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082971	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS 140316		8.68
01-023058	WHATABURGER	I-1082978	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082979	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082980	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082981	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082982	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082983	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082984	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082985	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082986	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.84
01-023058	WHATABURGER	I-1082987	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL 140316		4.34
01-023058	WHATABURGER	I-1082989	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS 140316		13.02
01-023058	WHATABURGER	I-1082990	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS 140316		13.02

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023058	WHATABURGER	I-1082992	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	140316	13.02
01-023058	WHATABURGER	I-1082993	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	140316	13.02
01-023058	WHATABURGER	I-1082995	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	140316	13.02
01-023058	WHATABURGER	I-1121253	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	140316	4.34
01-023058	WHATABURGER	I-1121254	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	140316	4.34
01-023058	WHATABURGER	I-1121256	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	140316	4.39
01-023058	WHATABURGER	I-1121257	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	140316	4.39
01-023058	WHATABURGER	I-1121258	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	140316	4.39

VENDOR 01-023058	TOTALS	143.87
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01-1	HOLIDAY INN EXPRESS &	I-010918-1	01 521-0550	TRAVEL EXPENS:	HOLIDAY INN EXPRESS	140455	751.30
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VENDOR 01-1	TOTALS	751.30
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DEPARTMENT 521	POLICE DEPARTMENT	TOTAL:	25,959.58
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REGULAR DEPARTMENT PAYMENT REPORT

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BANK: OPER

VENDOR SET: 01 City of South Padre Island
 FUND : 01 GENERAL FUND
 DEPARTMENT: 522 FIRE DEPARTMENT
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 1/04/2018 THRU 1/26/2018
 BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001416	ARROW INTERNATIONAL, I	I-95405112	01 522-0114	MEDICAL SUPPL: 1- EZ-IO POWER DRIVE	140323		460.48
				VENDOR 01-001416 TOTALS			460.48
01-002439	BOUND TREE MEDICAL, LLC	I-82742502	01 522-0114	MEDICAL SUPPL: 30 PKS, (10/PK) 1 MG	140390		219.30
				VENDOR 01-002439 TOTALS			219.30
01-002447	ASHLEY BOWEN	I-011618	01 522-0513	TRAINING EXPE: REIMBURSE TCFP FIRE/	999999		85.00
				VENDOR 01-002447 TOTALS			85.00
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 522-0102	LOCAL MEETING: FIRE CHIEF DOUG FOWL	140332		18.00
				VENDOR 01-003410 TOTALS			18.00
01-003680	TEXAS COMM ON FIRE PRO	I-010818	01 522-0513	TRAINING EXPE: TCFP FEE DRIVER OPER	140267		595.00
				VENDOR 01-003680 TOTALS			595.00
01-003905	CULLIGAN WATER	I-800517634	01 522-0415	SERVICE CONTR: 200# SOLAR SALT DELI	140269		41.00
				VENDOR 01-003905 TOTALS			41.00
01-006888	GEAR CLEANING SOLUTION	I-20437	01 522-0117	SAFETY SUPPLI: PPE Cleaning	140275		1,220.72
01-006888	GEAR CLEANING SOLUTION	I-20445	01 522-0117	SAFETY SUPPLI: PPE Cleaning	140275		1,015.28
01-006888	GEAR CLEANING SOLUTION	I-20458	01 522-0117	SAFETY SUPPLI: PPE Cleaning	140275		914.12
01-006888	GEAR CLEANING SOLUTION	I-20510	01 522-0117	SAFETY SUPPLI: PPE Cleaning	140275		241.13
				VENDOR 01-006888 TOTALS			3,391.25
01-007075	GALLS, LLC	I-009065037	01 522-0130	WEARING APPAR: 1- ENHANCED 360 3 SE	140413		88.94
				VENDOR 01-007075 TOTALS			88.94
01-007125	DAVID ROLANDO GARZA	I-10718	01 522-0513	TRAINING EXPE: HEARTSAVER CPR, + MI	140280		670.00
				VENDOR 01-007125 TOTALS			670.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007600	GULF COAST PAPER CO. I	I-1439786	01 522-0160	LAUNDRY & JAN:	DISINFECTANT WIPES,	140414	127.26
VENDOR 01-007600 TOTALS							127.26
01-008287	HOYT ENTERPRISES, INC.	I-042527	01 522-0415	SERVICE CONTR:	QRTLY SERVICE WO #	140417	516.25
01-008287	HOYT ENTERPRISES, INC.	I-042528	01 522-0415	SERVICE CONTR:	1-TEMP THERMOCOUPLER	140417	207.00
VENDOR 01-008287 TOTALS							723.25
01-012133	LIFE - ASSIST, INC	I-833969	01 522-0114	MEDICAL SUPPL:	NEXTERONE INJ.NALOXO	140375	312.31
01-012133	LIFE - ASSIST, INC	I-834146	01 522-0114	MEDICAL SUPPL:	4-QUELICIN, 200 MG,	140375	158.59
01-012133	LIFE - ASSIST, INC	I-835094	01 522-0114	MEDICAL SUPPL:	5 - AMIODARONE, 150	140421	17.05
VENDOR 01-012133 TOTALS							487.95
01-013114	MATHESON TRI-GAS INC.	I-16536710	01 522-0114	MEDICAL SUPPL:	8- CYL. MEDICAL OXYG	140423	101.02
01-013114	MATHESON TRI-GAS INC.	I-16758775	01 522-0114	MEDICAL SUPPL:	MISC. MEDICAL CYLIND	140376	300.00
01-013114	MATHESON TRI-GAS INC.	I-16829633	01 522-0114	MEDICAL SUPPL:	8- CYL. MEDICAL OXYG	140423	110.91
VENDOR 01-013114 TOTALS							511.93
01-014059	NFPA	I-7142290Y	01 522-0107	BOOKS & PERIO:	INSTALLATION PRIVATE	140239	60.75
VENDOR 01-014059 TOTALS							60.75
01-015010	OFFICE DEPOT	I-995099138001	01 522-0101	OFFICE SUPPLI:	MISC. DESKPADS, MOUS	140289	55.66
VENDOR 01-015010 TOTALS							55.66
01-016249	DR. GREGORIO PINA, III,	I-11218	01 522-0530	PROFESSIONAL :	PSYCHOLOGICAL SERVIC	140355	235.00
VENDOR 01-016249 TOTALS							235.00
01-018155	CARLISSA REYNA	I-010518	01 522-0130	WEARING APPAR:	REIMBURSE PURCHASE O	140296	79.49
01-018155	CARLISSA REYNA	I-011218	01 522-0130	WEARING APPAR:	REIMBURSEMENT FOR UN	140356	69.99
VENDOR 01-018155 TOTALS							149.48

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 16

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00263448	01 522-0114	MEDICAL SUPPL:	IPADS FOR FIRE DEPT.	140246	2,752.32
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00263465	01 522-0114	MEDICAL SUPPL:	IPADS FOR FIRE DEPT.	140246	209.46
						VENDOR 01-019198 TOTALS	2,961.78
01-019362	SKYDIVE SPI , LLC	I-11618	01 522-0130	WEARING APPAR:	Embroidery	140438	1,620.00
01-019362	SKYDIVE SPI , LLC	I-12318	01 522-0130	WEARING APPAR:	EMBROIDERY ON LFT CH	140438	138.00
						VENDOR 01-019362 TOTALS	1,758.00
01-019635	SUPERIOR ALARMS	I-623624	01 522-0411	BUILDING & ST:	INSTALLED PHOTO ELEC	140304	282.00
						VENDOR 01-019635 TOTALS	282.00
01-020016	TERMINIX	I-371264040	01 522-0415	SERVICE CONTR:	PEST CONTROL FIRE ST	140249	140.00
						VENDOR 01-020016 TOTALS	140.00
01-020100	T.M.R.S.	I-10418	01 522-0080	TMRS	: DEC 2017 CITY CONTRI	999999	15,490.83
						VENDOR 01-020100 TOTALS	15,490.83
01-020181	THYSSENKRUPP ELEVATOR	I-300642206	01 522-0415	SERVICE CONTR:	MAINTENANCE 1//1/18-	140308	662.97
						VENDOR 01-020181 TOTALS	662.97
01-020602	TOUCAN GRAPHICS	I-23515	01 522-0101	OFFICE SUPPLI:	1-FIRE SAFETY INSPEC	140366	26.30
01-020602	TOUCAN GRAPHICS	I-23591	01 522-0101	OFFICE SUPPLI:	250 BUSINESS CARDS,	140445	29.00
						VENDOR 01-020602 TOTALS	55.30
01-024001	RICHARD J. YBARRA, M.D	I-7378	01 522-0530	PROFESSIONAL :	Medical Director Fee	140370	1,000.00
						VENDOR 01-024001 TOTALS	1,000.00
01-1	VALLEY BAPTIST MEDICAL	I-11518	01 522-0513	TRAINING EXPE:	VALLEY BAPTIST MEDIC	140456	42.00
						VENDOR 01-1 TOTALS	42.00

DEPARTMENT 522 FIRE DEPARTMENT TOTAL: 30,313.13

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 17

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SPI CHAMBER OF COMMERCE	I-12255	01 532-0102	LOCAL MEETING; VICTOR BALDOVINOS, E	140332		18.00
VENDOR 01-003410 TOTALS							18.00
01-003682	CLARKE MOSQUITO CONTROL	I-5079889	01 532-0105	CHEMICALS	: ALTOSIS BRIQUETS, MOS 140398		2,205.00
01-003682	CLARKE MOSQUITO CONTROL	I-5079950	01 532-0105	CHEMICALS	: ALTOSIS BRIQUETS, MOS 140398		4,263.60
VENDOR 01-003682 TOTALS							6,468.60
01-003830	EDGAR CRUZ	I-122117	01 532-0550	TRAVEL EXPENS: MEAL ALLOWANCE: JAN	140268		18.00
VENDOR 01-003830 TOTALS							18.00
01-007598	NOE GUERRERO	I-120117	01 532-0550	TRAVEL EXPENS: PER DIEM: SEABROOK, T	140340		108.00
VENDOR 01-007598 TOTALS							108.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-01	01 532-0545	LOT MOWING	: MOWING ETC. 5909 TRO 999999		50.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-02	01 532-0545	LOT MOWING	: MOWING @ 107 W. CARO 999999		55.00
VENDOR 01-008133 TOTALS							105.00
01-011014	KARINA'S DESIGN	I-0272	01 532-0130	WEARING APPAR: 6-SPI LOGO EMBROIDER	140282		42.00
VENDOR 01-011014 TOTALS							42.00
01-015010	OFFICE DEPOT	I-997478296001	01 532-0101	OFFICE SUPPLI: LAM POUCHES, PENS,	140428		73.39
VENDOR 01-015010 TOTALS							73.39
01-016600	PT ISABEL/SO PADRE PRE	I-120717	01 532-0540	ADVERTISING	: DISPLAY AD, HELP WAN 140432		214.88
VENDOR 01-016600 TOTALS							214.88
01-020079	KEEP TEXAS BEAUTIFUL	I-010518	01 532-0551	DUES & MEMBER: 2018 ANNUAL AFFILIAT	140307		150.00
VENDOR 01-020079 TOTALS							150.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-10418	01 532-0080	TMRS	: DEC 2017 CITY CONTRI	999999	2,481.98
VENDOR 01-020100 TOTALS							2,481.98
01-020206	TEXAS DEPT OF AGRICULT	I-012318	01 532-0551	DUES & MEMBER:	LICENSE RENEWAL-V BA 140443		75.00
VENDOR 01-020206 TOTALS							75.00
01-020600	CIPRIANO TORRES	I-120117	01 532-0550	TRAVEL EXPENS:	PER DIEM , SEABROOK 140365		108.00
01-020600	CIPRIANO TORRES	I-122117	01 532-0550	TRAVEL EXPENS:	MEAL EXPENSE JAN 16, 140309		18.00
VENDOR 01-020600 TOTALS							126.00
01-1	FAN WEAR HQ	I-11218	01 532-0130	WEARING APPAR:	FAN WEAR HQ: 19 F SH 140373		489.05
VENDOR 01-1 TOTALS							489.05

DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL: 10,369.90

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 19

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001138	A-FAST DELIVERY, LLC	I-2018000171	01 540-0420-01	REPAIRS & MAI:	DELIVERY OF PART FRO 140384		49.50
						VENDOR 01-001138 TOTALS	49.50
01-003041	CALDWELL COUNTRY FORD	I-JG10271	01 540-1007	MOTOR VEHICLE:	VIN#FAMP2D89JG102471 140327		22,398.00
						VENDOR 01-003041 TOTALS	22,398.00
01-003108	CAVENDER'S BOOT CITY	I-7147	01 540-0130	WEARING APPAR:	1 PR BOOTS EFRAIN RA 140329		146.13
						VENDOR 01-003108 TOTALS	146.13
01-012091	CINTAS UNIFORM	I-538805489	01 540-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140233		15.57
01-012091	CINTAS UNIFORM	I-538807496	01 540-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140284		15.57
01-012091	CINTAS UNIFORM	I-538809528	01 540-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS 140284		15.57
01-012091	CINTAS UNIFORM	I-538811548	01 540-0130	WEARING APPAR:	UNIFORMS,MATS MOPS, 140346		15.57
01-012091	CINTAS UNIFORM	I-538813570	01 540-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140420		15.57
						VENDOR 01-012091 TOTALS	77.85
01-013114	MATHESON TRI-GAS INC.	I-16758576	01 540-0410	MACHINERY & E:	MISC. ACETYLENE CYLI 140376		215.40
						VENDOR 01-013114 TOTALS	215.40
01-018031	ALFREDO RAMOS	I-234	01 540-0420-02	REPAIRS & MAI:	REMOVE/REPLACE DEF. 140292		444.35
01-018031	ALFREDO RAMOS	I-235	01 540-0420-02	REPAIRS & MAI:	UNIT E-1:REMOVE, INS 140292		472.85
01-018031	ALFREDO RAMOS	I-236	01 540-0420-02	REPAIRS & MAI:	UNIT E-1: REMOVE PRI 140292		500.00
01-018031	ALFREDO RAMOS	I-237	01 540-0420-02	REPAIRS & MAI:	UNIT E-1, DRAIN COOL 140292		411.41
01-018031	ALFREDO RAMOS	I-239	01 540-0420-02	REPAIRS & MAI:	REMOVE FRNT ABS SENS 140292		500.00
01-018031	ALFREDO RAMOS	I-240	01 540-0420-02	REPAIRS & MAI:	UNIT E-1 REMOVE, REW 140292		330.35
01-018031	ALFREDO RAMOS	I-242	01 540-0420-02	REPAIRS & MAI:	FIRE PUMP FLUSH & PU 140292		250.00
01-018031	ALFREDO RAMOS	I-243	01 540-0420-02	REPAIRS & MAI:	E-1 PUMP CLEAN UP & 140292		302.58
01-018031	ALFREDO RAMOS	I-244	01 540-0420-02	REPAIRS & MAI:	CLEAN FIRE PMP, & MI 999999		415.30
01-018031	ALFREDO RAMOS	I-245	01 540-0420-02	REPAIRS & MAI:	CLEAN FIRE PMP, ETC. 999999		415.30
01-018031	ALFREDO RAMOS	I-246	01 540-0420-02	REPAIRS & MAI:	CLEAN/LUBE AERAIL DE 999999		500.00
01-018031	ALFREDO RAMOS	I-247	01 540-0420-02	REPAIRS & MAI:	YRLY IN SERVICE PUMP 999999		1,083.00
						VENDOR 01-018031 TOTALS	5,625.14
01-019310	DAN GUTIERREZ	I-15885	01 540-0410	MACHINERY & E:	DUSTLESS BLAST -SOLE 140359		2,450.00
						VENDOR 01-019310 TOTALS	2,450.00

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-10418	01 540-0080	TMRS	: DEC 2017 CITY CONTRI	999999	842.36
VENDOR 01-020100 TOTALS							842.36
01-021226	US BANK VOYAGER FLEET	I-869326488752	01 540-0104-01	FUEL & LUBRIC:	FUEL PURCHASED NOV 2 140314		3,145.47
01-021226	US BANK VOYAGER FLEET	I-869326488752	01 540-0104-02	FUEL & LUBRIC:	FUEL PURCHASED NOV 2 140314		711.11
01-021226	US BANK VOYAGER FLEET	I-869326488752	01 540-0104-03	FUEL & LUBRIC:	FUEL PURCHASED NOV 2 140314		1,775.67
01-021226	US BANK VOYAGER FLEET	I-869326488752	01 540-0104-04	FUEL & LUBRIC:	FUEL PURCHASED NOV 2 140314		358.70
01-021226	US BANK VOYAGER FLEET	I-869326488752	01 540-0104-05	FUEL & LUBRIC:	FUEL PURCHASED NOV 2 140314		676.74
VENDOR 01-021226 TOTALS							6,667.69
DEPARTMENT 540 FLEET MANAGEMENT						TOTAL:	38,472.07

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 21

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001349	PROTECTION 1 ALARM MON	I-120397880	01 541-0415	SERVICE CONTR:	SPRINKLER & FIRE	140322	102.50
						VENDOR 01-001349 TOTALS	102.50
01-003108	CAVENDER'S BOOT CITY	I-25875	01 541-0130	WEARING APPAR:	PR. AT B OOTS, JUAN	140329	107.99
						VENDOR 01-003108 TOTALS	107.99
01-012091	CINTAS UNIFORM	I-538805489	01 541-0160	LAUNDRY & JAN:	UNIFORMS, MATS,MOPS, 140233		152.23
01-012091	CINTAS UNIFORM	I-538805489	01 541-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140233		16.92
01-012091	CINTAS UNIFORM	I-538807496	01 541-0160	LAUNDRY & JAN:	UNIFORMS, MATS,MOPS, 140284		152.23
01-012091	CINTAS UNIFORM	I-538807496	01 541-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140284		16.92
01-012091	CINTAS UNIFORM	I-538809528	01 541-0160	LAUNDRY & JAN:	UNIFORMS, MATS, MOPS 140284		152.23
01-012091	CINTAS UNIFORM	I-538809528	01 541-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS 140284		16.92
01-012091	CINTAS UNIFORM	I-538811548	01 541-0160	LAUNDRY & JAN:	UNIFORMS,MATS MOPS, 140346		152.23
01-012091	CINTAS UNIFORM	I-538811548	01 541-0130	WEARING APPAR:	UNIFORMS,MATS MOPS, 140346		16.92
01-012091	CINTAS UNIFORM	I-538813570	01 541-0160	LAUNDRY & JAN:	UNIFORMS, MATS,MOPS, 140420		152.23
01-012091	CINTAS UNIFORM	I-538813570	01 541-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140420		16.92
						VENDOR 01-012091 TOTALS	845.75
01-013020	WILLIAM R. MATHERS	I-012218	01 541-0411	BUILDINGS & S:	REPAIRS TO CC ROOM S 140422		1,380.00
						VENDOR 01-013020 TOTALS	1,380.00
01-013367	ALEXANDER M. MOORE	I-122717	01 541-0550	TRAVEL EXPENS:	PER DIEM & PARKING 140285		300.00
						VENDOR 01-013367 TOTALS	300.00
01-020016	TERMINIX	I-369746004	01 541-0415	SERVICE CONTR:	PEST CONTROL 4601 PA 140249		225.00
01-020016	TERMINIX	I-371168758	01 541-0415	SERVICE CONTR:	PEST CONTROL 4501 PA 140249		50.00
01-020016	TERMINIX	I-371886649	01 541-0415	SERVICE CONTR:	PEST CONTROL 4501 P 140441		50.00
01-020016	TERMINIX	I-371891517	01 541-0415	SERVICE CONTR:	PEST CONTROL 450A PA 140441		90.00
						VENDOR 01-020016 TOTALS	415.00
01-020100	T.M.R.S.	I-10418	01 541-0080	TMSR	: DEC 2017 CITY CONTRI 999999		571.93
						VENDOR 01-020100 TOTALS	571.93

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 22

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020105	TEXAS POLICE CHIEFS AS	I-121317	01 541-0530	PROFESSIONAL :	POLICE OFFICER ENTRY	140363	232.50
VENDOR 01-020105 TOTALS							232.50
01-020181	THYSSENKRUPP ELEVATOR	I-3003642743	01 541-0415	SERVICE CONTR:	ELEVATOR MAINT 17-18	140250	1,200.00
VENDOR 01-020181 TOTALS							1,200.00
01-023160	WORTH HYDROCHEM OF COR	I-20386	01 541-0415	SERVICE CONTR:	WTR CHILLER TRTMNT	999999	300.00
VENDOR 01-023160 TOTALS							300.00
01-024193	STEVEN CLINT ZARATE	I-20180018	01 541-0410	MACHINERY & E:	FIRE EXTINGUISHERS	140454	499.50
01-024193	STEVEN CLINT ZARATE	I-20180020	01 541-0530	PROFESSIONAL :	INSPECTION OF FIRE E	140454	243.75
VENDOR 01-024193 TOTALS							743.25
DEPARTMENT 541 BUILDING MAINTENANCE TOTAL:							6,198.92

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 23

VENDOR SET: 01 City of South Padre Island

BANK: OFER

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-613175-0	01 542-0401	FURNITURE & F: 4 DRAWER LEGAL FILE		140383	561.49
01-001129	A & W OFFICE SUPPLY IN	I-613175-0	01 542-0101	OFFICE SUPPLI: STAMPS, FLDRS., ETC.		140383	68.58
						VENDOR 01-001129 TOTALS	630.07
01-002877	BUILDING OFFICIALS ASS	I-12418	01 542-0551	DUES & MEMBER: 2018 BOAT MEMBERSHIP		140392	50.00
						VENDOR 01-002877 TOTALS	50.00
01-003444	CITIBANK	I-010318	01 542-0550	TRAVEL EXPENS: A. MOORE, HOTEL CANC		140396	204.92-
						VENDOR 01-003444 TOTALS	204.92-
01-020100	T.M.R.S.	I-10418	01 542-0080	TMRS	: DEC 2017 CITY CONTRI	999999	1,665.67
						VENDOR 01-020100 TOTALS	1,665.67
01-1	PCETX	I-122717	01 542-0513	TRAINING EXPE: PCETX: PLUMBERS INSP		140320	505.00
						VENDOR 01-1 TOTALS	505.00
						DEPARTMENT 542 INSPECTIONS DIVISION TOTAL:	2,645.82

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 24

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003704	CAMERON COUNTY	I-011718	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG: 12/03	140399	207.51
01-003704	CAMERON COUNTY	I-122717	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG 11/13	140225	185.38
						VENDOR 01-003704 TOTALS	392.89
01-007399	GRAINGER	I-9662370940	01 543-0150	MINOR TOOLS &:	2- 10A MIDGET FUSES, 140339		34.60
01-007399	GRAINGER	I-9662395624	01 543-0150	MINOR TOOLS &:	1- HC10S FUSE LAMP P 140339		28.12
01-007399	GRAINGER	I-9663076108	01 543-0150	MINOR TOOLS &:	1- HC10S FUSE FOR LA 140339		28.12
						VENDOR 01-007399 TOTALS	90.84
01-012071	LAGUNA MADRE WATER DIS	I-011818	01 543-0412	LANDSCAPE	: WATER TAP TOMPKINS P 140418		992.00
						VENDOR 01-012071 TOTALS	992.00
01-012091	CINTAS UNIFORM	I-538805489	01 543-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140233		153.96
01-012091	CINTAS UNIFORM	I-538807496	01 543-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140284		153.96
01-012091	CINTAS UNIFORM	I-538809528	01 543-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS 140284		144.47
01-012091	CINTAS UNIFORM	I-538811548	01 543-0130	WEARING APPAR:	UNIFORMS,MATS MOPS, 140346		144.47
01-012091	CINTAS UNIFORM	I-538813570	01 543-0130	WEARING APPAR:	UNIFORMS, MATS,MOPS, 140420		144.47
						VENDOR 01-012091 TOTALS	741.33
01-020100	T.M.R.S.	I-10418	01 543-0080	TMRS	: DEC 2017 CITY CONTRI 999999		7,409.33
						VENDOR 01-020100 TOTALS	7,409.33
01-020222	GREEN THUMB LANDSCAPIN	I-1466823	01 543-0412	LANDSCAPE	: SPRINKLER SYST. ASSM 140444		970.00
01-020222	GREEN THUMB LANDSCAPIN	I-1466824-	01 543-0412	LANDSCAPE	140444		1,200.00
01-020222	GREEN THUMB LANDSCAPIN	I-1466825-	01 543-0412	LANDSCAPE	: SPRINKLER SYSTEM INS 140444		4,931.00
						VENDOR 01-020222 TOTALS	7,101.00
01-023100	WHITE LUMBER & SUPPLY	I-543675	01 543-0150	MINOR TOOLS &:	RE-KEY LOCK (4) PUBL 140450		30.00
						VENDOR 01-023100 TOTALS	30.00

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 16,757.39

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 25

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 544 EMERGENCY MANAGEMENT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006176	WILLIAM D. FOWLER	I-010818	01 544-0550	TRAVEL	: PER DIEM FLORIDA TRI 999999		352.00
VENDOR 01-006176 TOTALS							352.00
DEPARTMENT 544 EMERGENCY MANAGEMENT TOTAL:							352.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 26

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004133	DENTON NAVARRO ROCHA B	I-23170	01 570-9030	LEGAL SERVICE: GEN	LEGAL SERVICE. O	140227	2,137.21
01-004133	DENTON NAVARRO ROCHA B	I-23171	01 570-9030	LEGAL SERVICE: PROF.	LEGAL SERV. OC	140227	436.00
01-004133	DENTON NAVARRO ROCHA B	I-23274	01 570-9030	LEGAL SERVICE: LEGAL	SERVICES NOV 2	140227	1,007.00
01-004133	DENTON NAVARRO ROCHA B	I-23275	01 570-9030	LEGAL SERVICE: PROF.	LEGAL SERVICES	140227	129.50
VENDOR 01-004133 TOTALS							3,709.71
01-007115	GEXA ENERGY, LP	I-24607530-4	01 570-0580	ELECTRICITY :	ELECTRIC BILL DATED	140277	9,618.89
01-007115	GEXA ENERGY, LP	I-24607532-4	01 570-0580	ELECTRICITY :	4617 GULF BLVD	140278	20.59
VENDOR 01-007115 TOTALS							9,639.48
01-008200	HART INTERCIVIC, INC.	I-070927	01 570-9175	ELECTION EXPE:	COMBINATION FORMS, E	140230	93.00
VENDOR 01-008200 TOTALS							93.00
01-012071	LAGUNA MADRE WATER DIS	I-010818-01	01 570-0581	WATER, SEWER, :	80 FT. E. NEW CAUSEW	999999	478.98
01-012071	LAGUNA MADRE WATER DIS	I-010818-04	01 570-0581	WATER, SEWER, :	1313 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-05	01 570-0581	WATER, SEWER, :	911 PADRE BLVD MDN I	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-06	01 570-0581	WATER, SEWER, :	1201 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-07	01 570-0581	WATER, SEWER, :	1612 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-08	01 570-0581	WATER, SEWER, :	2000 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-09	01 570-0581	WATER, SEWER, :	2412 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-10	01 570-0581	WATER, SEWER, :	2700 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-11	01 570-0581	WATER, SEWER, :	3000 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-12	01 570-0581	WATER, SEWER, :	CRN PADRE & TARPON I	999999	23.19
01-012071	LAGUNA MADRE WATER DIS	I-010818-13	01 570-0581	WATER, SEWER, :	1800 GULF BLVD 11/30	999999	50.15
01-012071	LAGUNA MADRE WATER DIS	I-010818-14	01 570-0581	WATER, SEWER, :	2414 GULF BLVD IRR 1	999999	18.53
01-012071	LAGUNA MADRE WATER DIS	I-010818-15	01 570-0581	WATER, SEWER, :	CRN SW GULF & MARLIN	999999	266.94
01-012071	LAGUNA MADRE WATER DIS	I-010818-16	01 570-0581	WATER, SEWER, :	2712 PADRE BLVD IRR	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-17	01 570-0581	WATER, SEWER, :	CRN W. GULF & RED SN	999999	280.84
01-012071	LAGUNA MADRE WATER DIS	I-010818-18	01 570-0581	WATER, SEWER, :	3420 GULF BLVD -ACCE	999999	72.67
01-012071	LAGUNA MADRE WATER DIS	I-010818-20	01 570-0581	WATER, SEWER, :	106 W. RETAMA ST F/L	999999	50.25
01-012071	LAGUNA MADRE WATER DIS	I-010818-21	01 570-0581	WATER, SEWER, :	106 W. RETAMA ST.11/	999999	318.56
01-012071	LAGUNA MADRE WATER DIS	I-010818-22	01 570-0581	WATER, SEWER, :	CRN NW GULF & CAPRIC	999999	294.74
01-012071	LAGUNA MADRE WATER DIS	I-010818-23	01 570-0581	WATER, SEWER, :	5222 GULF BLVD IRR	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-24	01 570-0581	WATER, SEWER, :	110 E. MORNINGSIDE D	999999	305.62
01-012071	LAGUNA MADRE WATER DIS	I-010818-25	01 570-0581	WATER, SEWER, :	5418 GULF BLVD -BEAC	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-26	01 570-0581	WATER, SEWER, :	S SIDE OF CORONADO	999999	80.04
01-012071	LAGUNA MADRE WATER DIS	I-010818-27	01 570-0581	WATER, SEWER, :	6100 PADRE BLVD 11/3	999999	45.13
01-012071	LAGUNA MADRE WATER DIS	I-010818-28	01 570-0581	WATER, SEWER, :	6100 PADRE BLVD IRR	999999	111.62
01-012071	LAGUNA MADRE WATER DIS	I-010818-31	01 570-0581	WATER, SEWER, :	108 W. HUISACHE ST.	999999	45.13
01-012071	LAGUNA MADRE WATER DIS	I-010818-32	01 570-0581	WATER, SEWER, :	4380 GULF BLVD IRR	999999	113.73

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 27

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012071	LAGUNA MADRE WATER DIS	I-010818-33	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	52.19
01-012071	LAGUNA MADRE WATER DIS	I-010818-34	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD 11/3	999999	67.17
01-012071	LAGUNA MADRE WATER DIS	I-010818-35	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	270.30
01-012071	LAGUNA MADRE WATER DIS	I-010818-36	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD 11/30	999999	260.82
01-012071	LAGUNA MADRE WATER DIS	I-010818-37	01 570-0581	WATER, SEWER, :	4601 PADRE BLVD F/L	999999	50.25
01-012071	LAGUNA MADRE WATER DIS	I-010818-38	01 570-0581	WATER, SEWER, :	4601 PADRE BLVD	999999	268.27
01-012071	LAGUNA MADRE WATER DIS	I-010818-39	01 570-0581	WATER, SEWER, :	4818 GULF BLVD -BEAC	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-010818-40	01 570-0581	WATER, SEWER, :	W SATURN & PADRE 11/	999999	111.62
01-012071	LAGUNA MADRE WATER DIS	I-201801186231	01 570-0581	WATER, SEWER, :	13 B/C MOONLIGHT CIR	999999	12.52
VENDOR 01-012071 TOTALS							3,797.10
01-013404	MOUNTAIN GLACIER, LLC	I-0301028501	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	140378	18.50
01-013404	MOUNTAIN GLACIER, LLC	I-0301028503	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. C	140378	44.25
01-013404	MOUNTAIN GLACIER, LLC	I-0301028511	01 570-0581	WATER, SEWER, :	BOTTLED WTR DEL. PUB	140378	8.50
01-013404	MOUNTAIN GLACIER, LLC	I-0301032612	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. C	140426	72.25
01-013404	MOUNTAIN GLACIER, LLC	I-0301032613	01 570-0581	WATER, SEWER, :	COOLER RENTAL COMM.	140426	2.00
VENDOR 01-013404 TOTALS							145.50
01-015010	OFFICE DEPOT	I-985815574001	01 570-0101	OFFICE SUPPLI:	ENVELOPES, AIRDUSTER	140352	8.02
VENDOR 01-015010 TOTALS							8.02
01-015999	OMAR OLGUIN	I-1SD007	01 570-0101	OFFICE SUPPLI:	GRAPHIC DESIGN FOR E	140353	450.00
VENDOR 01-015999 TOTALS							450.00
01-016155	MICHAEL SHANE PAYNE	I-012218	01 570-0101	OFFICE SUPPLI:	EDITING OF STATE OF	140429	250.00
VENDOR 01-016155 TOTALS							250.00
01-018154	REPUBLIC SERVICES #863	I-0863001419502	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD, JAN	140245	306.19
01-018154	REPUBLIC SERVICES #863	I-0863001422463	01 570-0581	WATER, SEWER, :	108 W. RETAMA- SERVI	140295	1,500.94
01-018154	REPUBLIC SERVICES #863	I-0863001423323	01 570-0581	WATER, SEWER, :	108 W. RETAMA, ON CA	140434	1,378.34
VENDOR 01-018154 TOTALS							3,185.47
01-021095	UNITED PARCEL SERVICE	I-000034965X527-1	01 570-0108	POSTAGE	: MISC. SHIPPING, AND	140312	36.17
VENDOR 01-021095 TOTALS							36.17

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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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023900	XEROX CORPORATION	I-090768331	01 570-0510	RENTAL OF EQU: COPIER AT BLKG.JAIL	140452	162.18	
01-023900	XEROX CORPORATION	I-091119301	01 570-0510	RENTAL OF EQU: COPIER /PRINTER PUB	140452	1,010.10	
01-023900	XEROX CORPORATION	I-091446151	01 570-0510	RENTAL OF EQU: COPIER /PRINTER PUB	140452	1,060.40	
01-023900	XEROX CORPORATION	I-091779570	01 570-0510	RENTAL OF EQU: COPIER/PRINTER LEASE	140452	997.60	
01-023900	XEROX CORPORATION	I-091779573	01 570-0510	RENTAL OF EQU: COPIER/PRINTER FINA	140452	484.70	
01-023900	XEROX CORPORATION	I-091779574	01 570-0510	RENTAL OF EQU: COPIER AT FIRE STATI	140452	245.93	
01-023900	XEROX CORPORATION	I-091779575	01 570-0510	RENTAL OF EQU: COPIER /PRINTER PUB	140452	1,008.72	
01-023900	XEROX CORPORATION	I-091779576	01 570-0510	RENTAL OF EQU: COPIER/PD BOOKING	140452	143.07	
01-023900	XEROX CORPORATION	I-091779577	01 570-0510	RENTAL OF EQU: COPIER/PRINTER PD -C	140452	636.36	
VENDOR 01-023900 TOTALS							5,749.06
DEPARTMENT 570 GENERAL SERVICES						TOTAL:	27,063.51

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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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002101	DOUGLAS G. MAYER ESTAT	I-12218	01 572-9179	HOLIDAY LIGHT:	STORAGE UNIT FOR XMA	140387	172.00
VENDOR 01-002101 TOTALS							172.00
01-018295	JOSE RUBEN RUBIO	I-6180	01 572-9177	PARK IMPROVEM:	HAUL A LOAD OF TOPSO	140357	825.00
VENDOR 01-018295 TOTALS							825.00
DEPARTMENT 572 SPECIAL PROJECTS						TOTAL:	997.00
VENDOR SET 01 GENERAL FUND						TOTAL:	372,208.46

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002893	BUGWORKS TERMITE & PES	I-66378	02 590-0415	SERVICE CONTR:	PEST CONTROL VC	140223	50.68
01-002893	BUGWORKS TERMITE & PES	I-66675	02 590-0415	SERVICE CONTR:	PEST CONTROL VC	140326	50.68
						VENDOR 01-002893 TOTALS	101.36
01-004089	DEPT OF INFO RESOURCES	I-18110600N-1	02 590-0501	COMMUNICATION:	TEX-AN NG CHARGES NG	140271	6.02
						VENDOR 01-004089 TOTALS	6.02
01-007115	GEHA ENERGY, LP	I-24607530-4	02 590-0580	ELECTRICITY :	ELECTRIC BILL DATED	140277	119.52
01-007115	GEHA ENERGY, LP	I-24607530-4	02 590-0580	ELECTRICITY :	ELECTRIC BILL DATED	140277	11.19
01-007115	GEHA ENERGY, LP	I-24607530-4	02 590-0580	ELECTRICITY :	ELECTRIC BILL DATED	140277	713.33
						VENDOR 01-007115 TOTALS	844.04
01-007600	GULF COAST PAPER CO. I	I-1438558	02 590-0160	LAUNDRY & JAN:	TWLS, TISSUE FOAM WAS	140414	177.18
						VENDOR 01-007600 TOTALS	177.18
01-012071	LAGUNA MADRE WATER DIS	I-010818-02	02 590-0581	WATER,SEWER &:	600 PADRE BLVD 11/30 999999		76.34
01-012071	LAGUNA MADRE WATER DIS	I-010818-03	02 590-0581	WATER,SEWER &:	600 PADRE BLVD- 11/3 999999		80.77
						VENDOR 01-012071 TOTALS	157.11
01-014237	DONNELLY HOLDINGS, LTD	I-827547	02 590-0415	SERVICE CONTR:	FILTER REPLACEMENT V	140427	22.50
						VENDOR 01-014237 TOTALS	22.50
01-018154	REPUBLIC SERVICES #863	I-0863001421047	02 590-0581	WATER,SEWER &:	600-B PADRE BLVD, JAN	140245	99.19
						VENDOR 01-018154 TOTALS	99.19
01-020100	T.M.R.S.	I-10418	02 590-0080	THRS	: DEC 2017 CITY CONTRI	999999	1,741.79
						VENDOR 01-020100 TOTALS	1,741.79
01-020185	TIME WARNER CABLE	I-0029235010418	02 590-0415	SERVICE CONTR:	RR2 ACCT 600 PADRE 1	140364	303.55
						VENDOR 01-020185 TOTALS	303.55

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 31

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021095	UNITED PARCEL SERVICE	I-0000648239018-1	02 590-0108	POSTAGE	: SERVICE CHARGES	140367	27.00
01-021095	UNITED PARCEL SERVICE	I-0000648239527-1	02 590-0108	POSTAGE	: SERVICE CHARGES	140367	27.00
VENDOR 01-021095 TOTALS							54.00
01-021102	UNIFIRST HOLDINGS, INC	I-8132687127	02 590-0160	LAUNDRY & JAN:	FLOOR MATS, MOPS, ET 999999		62.30
01-021102	UNIFIRST HOLDINGS, INC	I-8132704471	02 590-0160	LAUNDRY & JAN:	MATS, MOPS, ETC. VIS 999999		62.30
VENDOR 01-021102 TOTALS							124.60
01-021226	US BANK VOYAGER FLEET	I-869326488752	02 590-0104	FUELS & LUBRI:	FUEL PURCHASED NOV 2 140314		88.05
VENDOR 01-021226 TOTALS							88.05
01-023900	XEROX CORPORATION	I-091779578	02 590-0415	SERVICE CONTR:	LEASE PYMT, DEC. 201 140369		250.35
VENDOR 01-023900 TOTALS							250.35
DEPARTMENT 590 VISITORS BUREAU TOTAL:							3,969.74

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 32

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-612806-0	02 592-0101	OFFICE SUPPLI:	FOLDERS, AIR DSTR, P	140321	108.67
01-001129	A & W OFFICE SUPPLY IN	I-613174-0	02 592-0101	OFFICE SUPPLI:	SPEAKERS	140383	16.19
						VENDOR 01-001129 TOTALS	124.86
01-003444	CITIBANK	I-010318	02 592-0513	TRAINING EXPE:	A.RUSSELL, TX MUN CR	140396	200.00-
						VENDOR 01-003444 TOTALS	200.00-
01-003448	CHUTE CORPORATION	I-2425	02 592-0551	DUES & MEMBER:	SOFTWARE LICENSE;10/	140397	2,500.00
						VENDOR 01-003448 TOTALS	2,500.00
01-003911	CVENT, INC	I-4100160977	02 592-0553	TRADE SHOW FE:	TRADESHOW FEE	140270	8,699.00
						VENDOR 01-003911 TOTALS	8,699.00
01-004089	DEPT OF INFO RESOURCES	I-18110600N-1	02 592-0501	COMMUNICATION:	TEX-AN NG CHARGES NO	140271	10.22
						VENDOR 01-004089 TOTALS	10.22
01-004133	DENTON NAVARRO ROCHA B	I-23170	02 592-0530	PROFESSIONAL :	GEN LEGAL SERVICE. O	140227	46.25
01-004133	DENTON NAVARRO ROCHA B	I-23171	02 592-0530	PROFESSIONAL :	PROF. LEGAL SERV. OC	140227	370.00
01-004133	DENTON NAVARRO ROCHA B	I-23275	02 592-0530	PROFESSIONAL :	PROF.LEGAL SERVICES	140227	148.00
						VENDOR 01-004133 TOTALS	564.25
01-006034	FED EX	I-6-033-19954	02 592-0108	POSTAGE	: MISC.SHIPPING CHARGE	140273	31.27
						VENDOR 01-006034 TOTALS	31.27
01-006170	MICHAEL FLORES	I-011018	02 592-0550	TRAVEL EXPENS:	PER DIEM: AUSTIN 1/2	999999	90.00
						VENDOR 01-006170 TOTALS	90.00
01-009918	INTERNET DESTINATION S	I-522102	02 592-0415	SERVICE CONTR:	HUSING & REGISTRATIO	140232	3,000.00
						VENDOR 01-009918 TOTALS	3,000.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 33

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011014	KARINA'S DESIGN	I-0275	02 592-0130	WEARING APPAR: EMBROIDERY ON 6 SHIR	140282		42.00
				VENDOR 01-011014 TOTALS			42.00
01-013426	MUNI SERVICES, LLC	I-INV06-001632	02 592-0530	PROFESSIONAL : HOT-ADMINISTRATIONL	140287		5,218.50
				VENDOR 01-013426 TOTALS			5,218.50
01-015010	OFFICE DEPOT	I-981761178001	02 592-0101	OFFICE SUPPLI: POST IT NOTES, TAPE,	140352		55.56
01-015010	OFFICE DEPOT	I-981761332001	02 592-0101	OFFICE SUPPLI: 1- SCISSORS	140352		19.69
				VENDOR 01-015010 TOTALS			75.25
01-019356	SOUTHERN COMPUTER WARE	I-00473370	02 592-0410	MACHINERY & E: PLOTTER FOR CVB	140302		2,523.50
01-019356	SOUTHERN COMPUTER WARE	I-IN-000473422	02 592-0410	MACHINERY & E: PLOTTER FOR CVB	140302		861.72
				VENDOR 01-019356 TOTALS			3,385.22
01-020073	TEXAS HOTEL & LODGING	I-018-1690	02 592-0551	DUES & MEMBER: ANNUAL THLA MEMBERSH	140306		20,000.00
				VENDOR 01-020073 TOTALS			20,000.00
01-020100	T.M.R.S.	I-10418	02 592-0080	TMRS : DEC 2017 CITY CONTRI	999999		6,775.43
				VENDOR 01-020100 TOTALS			6,775.43
01-020104	SCOTT MCGEHEE	I-161	02 592-0108	POSTAGE : FOLLOW UP POST CARD/	140362		1,748.88
01-020104	SCOTT MCGEHEE	I-162-18	02 592-0108	POSTAGE : FOLLOW UP POST CARD/	140362		193.16
				VENDOR 01-020104 TOTALS			1,942.04
01-020602	TOUCAN GRAPHICS	I-23428	02 592-0230	STOCK - PROMO: PLASTIC TUMBLER	140310		1,149.52
01-020602	TOUCAN GRAPHICS	I-23434	02 592-0538	CONVENTION SE: 5- REGION ONE THANK	140310		223.61
01-020602	TOUCAN GRAPHICS	I-23448	02 592-0230	STOCK - PROMO: REORDER SPI LOGO PEN	140310		905.47
				VENDOR 01-020602 TOTALS			2,278.60
01-021095	UNITED PARCEL SERVICE	I-0000648239028-1	02 592-0108	POSTAGE : MISC, SHIPPING AND S	140448		113.74

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021095	UNITED PARCEL SERVICE	I-0000648239507-1	02 592-0108	POSTAGE	: MISC. SERVICE CHARGE	140312	29.26
01-021095	UNITED PARCEL SERVICE	I-0000648239517-1	02 592-0108	POSTAGE	: SERVICE CHARGES	140312	25.80
VENDOR 01-021095 TOTALS							168.80
01-021149	MAGDALENA B. VASQUEZ	I-51636	02 592-0101	OFFICE SUPPLI:	5- TABLECLOTHS CLEAN	140313	60.00
01-021149	MAGDALENA B. VASQUEZ	I-53100	02 592-0130	WEARING APPAR:	2 TABLECLOTHS CLEAN	140368	24.00
VENDOR 01-021149 TOTALS							84.00
01-021226	US BANK VOYAGER FLEET	I-869326488752	02 592-0104	FUELS & LUBRI:	FUEL PURCHASED NOV 2	140314	69.65
VENDOR 01-021226 TOTALS							69.65
01-023900	XEROX CORPORATION	I-091779569	02 592-0415	SERVICE CONTR:	COPIER LEASE, DEC. C	140369	985.91
01-023900	XEROX CORPORATION	I-091865634	02 592-0415	SERVICE CONTR:	LEASE PYMT, DEC. CV	140369	200.72
VENDOR 01-023900 TOTALS							1,186.63
01-1	NATACHA WAGNER	I-1/1018	02 592-0538	CONVENTION SE:	NATACHA WAGNER:REIMB	140372	32.25
VENDOR 01-1 TOTALS							32.25
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:							56,077.97

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 35

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003895	COLOR MR RAD PRODUCTIO	I-1818	02 593-8099	MISC. SPONSOR: COLOR ME RAD 5		140335	9,000.00
VENDOR 01-003895 TOTALS							9,000.00
01-008139	ALAN PATRICK MALONE	I-20180110	02 593-8099	MISC. SPONSOR: ELITE REDFISH SERIES 140415			2,500.00
VENDOR 01-008139 TOTALS							2,500.00
01-020100	T.M.R.S.	I-10418	02 593-0080	TMRS : DEC 2017 CITY CONTRI 999999			514.67
VENDOR 01-020100 TOTALS							514.67
01-020602	TOUCAN GRAPHICS	I-23478	02 593-8060	ENTRANCE SIGN: 1- 15 X 3 MESH BANNE 140310			295.00
01-020602	TOUCAN GRAPHICS	I-23508	02 593-8060	ENTRANCE SIGN: 1- 15 X 3 MESH BANNE 140366			275.00
01-020602	TOUCAN GRAPHICS	I-23578	02 593-0101	OFFICE SUPPLI: 2- CUSTOM FULL COLOR 140366			199.70
VENDOR 01-020602 TOTALS							769.70
DEPARTMENT 593 EVENTS MARKETING						TOTAL:	12,784.37

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BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001344	THE ATKINS GROUP	I-INV-11931	02 594-0531	MEDIA PLACEME:	RGV MEDIA AMENDMENT	999999	50,980.26
01-001344	THE ATKINS GROUP	I-INV-11963	02 594-0531	MEDIA PLACEME:	SPRING BREAK MARKETI	999999	17,703.60
01-001344	THE ATKINS GROUP	I-INV-12094	02 594-0531	MEDIA PLACEME:	RGV MEDIA AMENDMENT	999999	107,565.54
01-001344	THE ATKINS GROUP	I-INV-12095	02 594-0531	MEDIA PLACEME:	2017/18 MEDIA RESEAR	999999	144,942.67
01-001344	THE ATKINS GROUP	I-INV-12096	02 594-0531	MEDIA PLACEME:	SPRING BREAK MARKETI	999999	26,570.81
01-001344	THE ATKINS GROUP	I-INV-12097	02 594-0531	MEDIA PLACEME:	RGV MEDIA AMENDMENT	999999	18,291.38
01-001344	THE ATKINS GROUP	I-INV-12112	02 594-0530	PROFESSIONAL :	2017/18 ACCOUNT SERV	999999	13,500.00
01-001344	THE ATKINS GROUP	I-INV-12113	02 594-0530	PROFESSIONAL :	2017/18 PRODUCTION &	999999	2,900.00
01-001344	THE ATKINS GROUP	I-INV-12119	02 594-0530	PROFESSIONAL :	2017/2018 PUBLIC REL	999999	8,000.00
01-001344	THE ATKINS GROUP	I-INV-12124	02 594-0559	CONTENT DEVEL:	fy 18	999999	12,505.50
01-001344	THE ATKINS GROUP	I-INV-12128	02 594-0537	PRODUCTION/CO:	CREATIVE & CONTENT S	999999	51.84
01-001344	THE ATKINS GROUP	I-INV-12139	02 594-0530	PROFESSIONAL :	2017/18 PUBLIC RELA	999999	3,500.00
01-001344	THE ATKINS GROUP	I-INV-12142	02 594-0537	PRODUCTION/CO:	CREATIVE & CONTENT S	999999	3,381.25
01-001344	THE ATKINS GROUP	I-INV-12143	02 594-0537	PRODUCTION/CO:	CREATIVE & CONTENT S	999999	1,567.50
01-001344	THE ATKINS GROUP	I-INV-12144	02 594-0537	PRODUCTION/CO:	CREATIVE & CONTENT S	999999	1,405.00
01-001344	THE ATKINS GROUP	I-INV-12145	02 594-0537	PRODÜCTION/CO:	CREATIVE & CONTENT S	999999	7,000.00
01-001344	THE ATKINS GROUP	I-INV-12146	02 594-0537	PRODUCTION/CO:	CREATIVE & CONTENT S	999999	11,461.89
01-001344	THE ATKINS GROUP	I-INV-12147	02 594-0559	CONTENT DEVEL:	fy 18	999999	2,380.50
					VENDOR 01-001344 TOTALS		433,707.74
01-003410	SPI CHAMBER OF COMMERC	I-CVB2018	02 594-0533	MARKETING	: 2,000 COPIES OF 2018	140333	10,721.00
					VENDOR 01-003410 TOTALS		10,721.00
01-003449	CISION US INC.	I-209240	02 594-0533	MARKETING	: MONITORING SERVICE	140334	8,550.00
					VENDOR 01-003449 TOTALS		8,550.00
01-006111	AIM MEDIA TEXAS OPERAT	I-008587-1217	02 594-0531	MEDIA PLACEME:	DISPLAYAD COASTAL CU	140338	400.80
					VENDOR 01-006111 TOTALS		400.80
01-009131	CLEAR CHANNEL AIRPORTS	I-792101555	02 594-0533	MARKETING	: AIRPORT DISPLAY, BRO	140344	2,497.17
					VENDOR 01-009131 TOTALS		2,497.17
01-016713	PR NEWSWIRE ASSC. LLC	I-103044919	02 594-0531	MEDIA PLACEME:	SPI CVB-	140291	1,105.00
					VENDOR 01-016713 TOTALS		1,105.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 37

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-024119	YOUNG STRATEGIES, INC.	I-2018101	02 594-0530	PROFESSIONAL :	RESEARCH PROJECT FY1 140318		9,950.00
VENDOR 01-024119 TOTALS							9,950.00

DEPARTMENT 594	MARKETING	TOTAL:	466,931.71
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VENDOR SET 02	HOTEL/MOTEL TAX FUND	TOTAL:	539,763.79
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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 38

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-612806-0	06 565-0101	OFFICE SUPPLI:	FOLDERS, AIR DSTR, F	140321	273.11
01-001129	A & W OFFICE SUPPLY IN	I-613174-0	06 565-0101	OFFICE SUPPLI:	PENS, TAPE ETC.	140383	34.15
						VENDOR 01-001129 TOTALS	307.26
01-001210	AIR FILTER COMPANY	I-74785	06 565-0415	SERVICE CONTR:	HVAC FILTER SERVICE	999999	292.40
						VENDOR 01-001210 TOTALS	292.40
01-002034	B & H PHOTO - VIDEO	I-137549310	06 565-0150	MINOR TOOLS &:	4 PORT, VIDEO SPL,&	140386	167.56
						VENDOR 01-002034 TOTALS	167.56
01-002435	BOGGUS FORD	I-1818	06 565-1007	MOTOR VEHICLE:	CVB OPERATION STAFF	140324	28,275.75
						VENDOR 01-002435 TOTALS	28,275.75
01-002710	BRIGGS EQUIPMENT	I-INV1074347	06 565-0410	MACHINERY & E:	RENTAL OF BOOM MANLI	140262	366.40
						VENDOR 01-002710 TOTALS	366.40
01-002781	THOMAS WAYNE BROTZMAN	I-011118	06 565-0530	PROFESSIONAL :	JAN 2018 18- 20X30 P	140325	180.00
						VENDOR 01-002781 TOTALS	180.00
01-003150	CAMERON COUNTY PARKS-A	I-011718	06 565-0560	CAMERON COUNT:	LEASE PAYMENT FOR DE	140330	789.12
						VENDOR 01-003150 TOTALS	789.12
01-003418	JAMES R. MATTHEWS	I-0118	06 565-0415	SERVICE CONTR:	WATER TREATMENT SERV	140265	150.00
						VENDOR 01-003418 TOTALS	150.00
01-003419	DONNELLY HOLDINGS, LTD	I-156271	06 565-0114	MEDICAL	: MISC. MEDICAL 1ST AI	140266	77.30
						VENDOR 01-003419 TOTALS	77.30

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 39

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003444	CITIBANK	I-010318	06 565-0410	MACHINERY & E: J. RODZ. NAT'L ELEC.	140396		196.50-
VENDOR 01-003444 TOTALS							196.50-
01-004283	ECOLAB INC.	I-7990397	06 565-0415	SERVICE CONTR: DISHWACHINE RENTAL 1	140272		146.84
VENDOR 01-004283 TOTALS							146.84
01-005512	EXPRESS SERVICES, INC.	I-19909394	06 565-0530	PROFESSIONAL : TEMP LABOR CVB DEC 1	140401		146.52
01-005512	EXPRESS SERVICES, INC.	I-19963304	06 565-0530	PROFESSIONAL : TEMP LABOR CVB DEC 2	140401		260.48
01-005512	EXPRESS SERVICES, INC.	I-20018802	06 565-0530	PROFESSIONAL : TEMP LABOR CVB JAN 7	140337		260.48
01-005512	EXPRESS SERVICES, INC.	I-20058318	06 565-0530	PROFESSIONAL : TEMP LABOR CVB JAN 1	140401		146.52
VENDOR 01-005512 TOTALS							814.00
01-007600	GULF COAST PAPER CO. I	I-1433607	06 565-0160	LAUNDRY & JAN: TWLS, TISSUE, CAN LI	140341		284.63
01-007600	GULF COAST PAPER CO. I	I-1434551	06 565-0160	LAUNDRY & JAN: 2- SS TRASH CANS CVB	140341		382.18
01-007600	GULF COAST PAPER CO. I	I-1435107	06 565-0160	LAUNDRY & JAN: ROLL TWLS, TISSUE, L	140341		247.89
01-007600	GULF COAST PAPER CO. I	I-1438556	06 565-0160	LAUNDRY & JAN: ROLL TWLS, TISSUE, T	140414		171.40
VENDOR 01-007600 TOTALS							1,086.10
01-008227	HINO GAS SALES, INC.	I-641935	06 565-0104	FUELS & LUBRI: 8 GAL. LPG FOR FOLKL	140281		32.00
VENDOR 01-008227 TOTALS							32.00
01-011014	KARINA'S DESIGN	I-0265	06 565-0130	WEARING APPAR: 10 POCKET LOGO EMBRO	140282		70.00
01-011014	KARINA'S DESIGN	I-0273	06 565-0130	WEARING APPAR: EMBROIDERY ON 5 SWEA	140282		35.00
01-011014	KARINA'S DESIGN	I-0274	06 565-0130	WEARING APPAR: EMBROIDERY ON 4 SHIR	140282		28.00
VENDOR 01-011014 TOTALS							133.00
01-012071	LAGUNA MADRE WATER DIS	I-010818-29	06 565-0581	WATER, SEWER : 7355 PADRE BLVD 11/3	999999		1,278.90
01-012071	LAGUNA MADRE WATER DIS	I-010818-30	06 565-0581	WATER, SEWER : 7355 PADRE BLVD IRR	999999		3,116.92
VENDOR 01-012071 TOTALS							4,395.82
01-013404	MOUNTAIN GLACIER, LLC	I-0301005979	06 565-0103	CONSUMABLES : BOTTLED WATER DEL. C	140378		46.75
01-013404	MOUNTAIN GLACIER, LLC	I-0301026226	06 565-0103	CONSUMABLES : RENTAL ON COOLERS	140286		6.00

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013404	MOUNTAIN GLACIER, LLC	I-0301031016	06 565-0103	CONSUMABLES	: BOTTLED WATER DEL. C	140426	55.25
					VENDOR 01-013404 TOTALS		108.00
01-015010	OFFICE DEPOT	I-981644853001	06 565-0101	OFFICE SUPPLI:	SCOTCHTAPE DISPENSER	140352	14.19
					VENDOR 01-015010 TOTALS		14.19
01-018154	REPUBLIC SERVICES #863	I-0863001421080	06 565-0581	WATER, SEWER :	7355 PADRE BLVD JAN	140245	726.36
					VENDOR 01-018154 TOTALS		726.36
01-019502	AT&T	I-1318	06 565-0501	COMMUNICATION:	MONTHLY SERV. JAN 3	140361	291.51
					VENDOR 01-019502 TOTALS		291.51
01-019520	AT&T	I-121817	06 565-0501	COMMUNICATION:	CVB LONG DISTANCE NO	140303	59.83
					VENDOR 01-019520 TOTALS		59.83
01-020100	T.M.R.S.	I-10418	06 565-0080	TMRS	: DEC 2017 CITY CONTRI	999999	5,572.18
					VENDOR 01-020100 TOTALS		5,572.18
01-020185	TIME WARNER CABLE	I-0029318122817	06 565-0415	SERVICE CONTR:	WIFI ACCT 7355 PADRE	140364	3,447.20
					VENDOR 01-020185 TOTALS		3,447.20
01-020602	TOUCAN GRAPHICS	I-23490	06 565-0101	OFFICE SUPPLI:	ART SERV. CALENDARS,	140310	310.00
01-020602	TOUCAN GRAPHICS	I-23501	06 565-0101	OFFICE SUPPLI:	250 BUS. CARDS, MARY	140310	29.00
01-020602	TOUCAN GRAPHICS	I-23503	06 565-0101	OFFICE SUPPLI:	2- NAME BADGES, MARY	140310	40.17
01-020602	TOUCAN GRAPHICS	I-23521	06 565-0101	OFFICE SUPPLI:	2- 18 X 24 REFLECTI	140366	88.00
					VENDOR 01-020602 TOTALS		467.17
01-020745	TRANE, A DIVISION OF A	I-38745724	06 565-0410	MACHINERY & E:	WORK ON CONDESER PUM	140447	487.00
01-020745	TRANE, A DIVISION OF A	I-38746814	06 565-0415	SERVICE CONTR:	PM FOR CHILLERS AT C	140447	3,000.00
					VENDOR 01-020745 TOTALS		3,487.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 41

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020902	SIMPLEXGRINNELL(TYCO)	I-84381483	06 565-0410	MACHINERY & E:	MECHANICAL RM REPAIR	140311	2,498.00
01-020902	SIMPLEXGRINNELL(TYCO)	I-84385223	06 565-0410	MACHINERY & E:	EX HALL REPAIR ON FI	140311	2,187.00
VENDOR 01-020902 TOTALS							4,685.00
01-021102	UNIFIRST HOLDINGS, INC	I-8412061707	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS	999999	60.06
01-021102	UNIFIRST HOLDINGS, INC	I-8412061707	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, MOPS	999999	127.79
01-021102	UNIFIRST HOLDINGS, INC	I-8412062480	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS	999999	60.06
01-021102	UNIFIRST HOLDINGS, INC	I-8412062480	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, MOPS	999999	130.17
01-021102	UNIFIRST HOLDINGS, INC	I-8412063322	06 565-0130	WEARING APPAR:	UNIFORMS AND JANITOR	999999	60.06
01-021102	UNIFIRST HOLDINGS, INC	I-8412063322	06 565-0160	LAUNDRY & JAN:	UNIFORMS AND JANITOR	999999	127.79
01-021102	UNIFIRST HOLDINGS, INC	I-8412064185	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS	999999	60.06
01-021102	UNIFIRST HOLDINGS, INC	I-8412064185	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, MOPS	999999	127.79
VENDOR 01-021102 TOTALS							753.78
01-021226	US BANK VOYAGER FLEET	I-869326488752	06 565-0104	FUELS & LUBRI:	FUEL PURCHASE NOV 2	140314	68.59
VENDOR 01-021226 TOTALS							68.59
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:							56,697.86
VENDOR SET 06 CONVENTION CENTER FUND TOTAL:							56,697.86

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 42

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SPI CHAMBER OF COMMERCE	I-12255	09 572-9185	COMMUNITY EVE	ANNE PAYNE, PARKS DE	140332	18.00
VENDOR 01-003410 TOTALS							18.00
01-006111	AIM MEDIA TEXAS OPERAT	I-10022472-1117	09 572-0540	ADVERTISING	: DISPLAY AD IN COASTA	140338	196.00
01-006111	AIM MEDIA TEXAS OPERAT	I-10022472-1217	09 572-0540	ADVERTISING	: FULL PAGE COLOR AD C	140338	456.00
VENDOR 01-006111 TOTALS							652.00
01-016154	TOVE ANNE PAYNE	I-11618	09 572-0101	OFFICE SUPPLI:	MILEAGE REIMBURSEMEN	999999	19.39
01-016154	TOVE ANNE PAYNE	I-11618	09 572-0550	TRAVEL EXPENS:	MILEAGE REIMBURSEMEN	999999	38.37
VENDOR 01-016154 TOTALS							57.76
01-020100	T.M.R.S.	I-10418	09 572-0080	TMRS	: DEC 2017 CITY CONTRI	999999	509.32
VENDOR 01-020100 TOTALS							509.32
DEPARTMENT 572 GENERAL SERVICES						TOTAL:	1,237.08
VENDOR SET 09 PARKS, REC & BEAUTIF						TOTAL:	1,237.08

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 43

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 21 MUN. COURT TECHNOLOGY

DEPARTMENT: 520 MUN COURT TECHNOLOGY

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009117	TYLER TECHNOLOGIES INC	I-025-210117	21 520-0415	SERVICE CONTR:	JAN. 2018 MONTHLY FE	140231	175.00
VENDOR 01-009117 TOTALS							175.00
01-023900	XEROX CORPORATION	I-091779568	21 520-0510	RENTAL OF EQU:	PRINTER AT MUN CRT.	140452	242.97
VENDOR 01-023900 TOTALS							242.97
DEPARTMENT 520 MUN COURT TECHNOLOGY						TOTAL:	417.97
VENDOR SET 21 MUN. COURT TECHNOLOGY						TOTAL:	417.97

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 44

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-613128-0	30 591-0101	OFFICE SUPPLI: K CUPS, PENS		140383	63.00
01-001129	A & W OFFICE SUPPLY IN	I-613128-0	30 591-0150	MINOR TOOLS &: GOLD FILTER 20 X 20		140383	94.51
01-001129	A & W OFFICE SUPPLY IN	I-613128-0	30 591-0160	LAUNDRY & JAN: BATH TISSUE AND TOWE		140383	208.74
						VENDOR 01-001129 TOTALS	366.25
01-001161	AT&T	I-010818	30 591-0501	COMMUNICATION: INTERNET SERV. JAN 9		140385	111.88
						VENDOR 01-001161 TOTALS	111.88
01-001359	JESUS ARRIAGA	I-010918	30 591-0550	TRAVEL EXPENS: MILEAGE AND MEAL ALL		999999	503.67
						VENDOR 01-001359 TOTALS	503.67
01-002625	CITY OF BROWNSVILLE	I-2018-00000105	30 591-0533	MARKETING : SPI LOCAL MATCH FOR		140391	125.66
						VENDOR 01-002625 TOTALS	125.66
01-003103	ADVANCE AUTO PARTS	I-7915-197005	30 591-0420	MOTOR VEHICLE: 1-FUEL CAP UNIT #37		140224	14.12
01-003103	ADVANCE AUTO PARTS	I-7915-197329	30 591-0420	MOTOR VEHICLE: 8 WHEEL STUDS, WHEEL		140264	62.24
01-003103	ADVANCE AUTO PARTS	I-7915-197330	30 591-0420	MOTOR VEHICLE: 10- MINI BULBS ISLA		140264	78.30
01-003103	ADVANCE AUTO PARTS	I-7915-197433	30 591-0150	MINOR TOOLS &: HOSE, CLAMP GLOVES I		140264	57.12
01-003103	ADVANCE AUTO PARTS	I-7915-197527	30 591-0420	MOTOR VEHICLE: 1 WATER PUMP, UNIT #		140264	84.50
01-003103	ADVANCE AUTO PARTS	I-7915-197625	30 591-0420	MOTOR VEHICLE: BATTERY FOR UNIT 42		140328	106.52
01-003103	ADVANCE AUTO PARTS	I-7915-197643	30 591-0420	MOTOR VEHICLE: 6- GALS. WHITE PAINT		140328	40.68
01-003103	ADVANCE AUTO PARTS	I-7915-197844	30 591-0420	MOTOR VEHICLE: 1 GL. CAR WASH ISLAN		140328	6.43
01-003103	ADVANCE AUTO PARTS	I-7915-197845	30 591-0420	MOTOR VEHICLE: 2- SERP BELTS, ISLAN		140328	57.10
01-003103	ADVANCE AUTO PARTS	I-7915-198128	30 591-0420	MOTOR VEHICLE: 7- LED BULBS FOR UNI		140394	122.43
						VENDOR 01-003103 TOTALS	629.44
01-003226	DEBORAH CARPENTER	I-010818	30 591-0550	TRAVEL EXPENS: MILEAGE AND MEAL REI		140331	156.23
						VENDOR 01-003226 TOTALS	156.23
01-003410	SPI CHAMBER OF COMMERCE	I-12255	30 591-0102	LOCAL MEETING: JESSE ARRIAGA, TRANS		140332	18.00
						VENDOR 01-003410 TOTALS	18.00

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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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004132	D & R GLASS ETC INC.	I-1896	30 591-0420	MOTOR VEHICLE;	WINDSHIELD UNIT #41	140226	195.00
VENDOR 01-004132 TOTALS							195.00
01-007115	GEKA ENERGY, LP	I-24607532-4	30 591-0580	ELECTRICITY :	3401 PADRE BLVD	140278	339.13
VENDOR 01-007115 TOTALS							339.13
01-012071	LAGUNA MADRE WATER DIS	I-010818-19	30 591-0581	WTR/SWR/GARBA:	3401 PADRE BLVD 11/3	999999	45.13
01-012071	LAGUNA MADRE WATER DIS	I-010818-38	30 591-0581	WTR/SWR/GARBA:	4601 PADRE BLVD	999999	29.81
01-012071	LAGUNA MADRE WATER DIS	I-010818-41	30 591-0581	WTR/SWR/GARBA:	330 PADRE BLVD - TRA	999999	111.62
VENDOR 01-012071 TOTALS							186.56
01-012091	CINTAS UNIFORM	I-538803461	30 591-0130	WEARING APPAR:	UNIFORMS, TRANSIT DR	140233	150.83
01-012091	CINTAS UNIFORM	I-538805491	30 591-0130	WEARING APPAR:	UNIFORMS TRANSIT DRI	140233	150.83
01-012091	CINTAS UNIFORM	I-538807498	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	140284	150.83
01-012091	CINTAS UNIFORM	I-538811550	30 591-0130	WEARING APPAR:	ISLAND MAT DRIVERS	140420	143.26
VENDOR 01-012091 TOTALS							595.75
01-013211	DANIEL MEDINA	I-11618	30 591-0420	MOTOR VEHICLE:	3 FLAT TIRES FIXED,	140425	69.00
VENDOR 01-013211 TOTALS							69.00
01-013404	MOUNTAIN GLACIER, LLC	I-0301024287	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DELIVE	140235	22.50
01-013404	MOUNTAIN GLACIER, LLC	I-0301028500	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL.	140378	17.25
01-013404	MOUNTAIN GLACIER, LLC	I-0301028502	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. W	140378	30.00
VENDOR 01-013404 TOTALS							69.75
01-014030	NAPA AUTO PARTS	I-655820	30 591-0420	MOTOR VEHICLE:	ADAPTERS FOR SHOP US	140238	13.06
VENDOR 01-014030 TOTALS							13.06
01-016186	LUIS ISRAEL PEREZ	I-3043	30 591-0420	MOTOR VEHICLE:	7 UNITS WASHED #37-	140290	245.00
01-016186	LUIS ISRAEL PEREZ	I-3046	30 591-0420	MOTOR VEHICLE:	7 UNITS WASHED #37-4	140354	245.00
01-016186	LUIS ISRAEL PEREZ	I-3047	30 591-0420	MOTOR VEHICLE:	4 UNITS WASHED, # 37	140430	140.00
VENDOR 01-016186 TOTALS							630.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 46

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018012	MIGUEL RAZO	I-609245	30 591-0420	MOTOR VEHICLE: REPAIR CAP TOP, RUST,	140244		380.00
				VENDOR 01-018012	TOTALS		380.00
01-018052	RED BARN TIRE CENTER,	I-298438	30 591-0420	MOTOR VEHICLE: DOT INSPECTION UNIT	140294		40.00
				VENDOR 01-018052	TOTALS		40.00
01-018154	REPUBLIC SERVICES #863	I-0863001419502	30 591-0581	WTR/SWR/GARBA: 4501 PADRE BLVD, JAN	140245		34.03
				VENDOR 01-018154	TOTALS		34.03
01-018156	RIDE SYSTEMS, INC.	I-10950	30 591-0501	COMMUNICATION: MONTHLY PASSENGER CO	140297		796.38
				VENDOR 01-018156	TOTALS		796.38
01-019311	SOUTHERN TIRE MART, LL	I-69067539	30 591-0420	MOTOR VEHICLE: 2 RIMS ISLAND MET	140437		329.90
				VENDOR 01-019311	TOTALS		329.90
01-019502	AT&T	I-132017	30 591-0501	COMMUNICATION: PHONE SERV. JAN 3 -	140439		110.94
				VENDOR 01-019502	TOTALS		110.94
01-020100	T.M.R.S.	I-10418	30 591-0080	TMRS : DEC 2017 CITY CONTRI	999999		5,619.83
				VENDOR 01-020100	TOTALS		5,619.83
01-020235	TEXAS ALCOHOL & DRUG T	I-153908	30 591-0530	PROFESSIONAL : DRUG/ALCOHOL SCREEN	140252		228.10
				VENDOR 01-020235	TOTALS		228.10
01-020602	TOUCAN GRAPHICS	I-23331	30 591-0533	MARKETING : BROCHURES	140310		1,338.65
				VENDOR 01-020602	TOTALS		1,338.65
01-021226	US BANK VOYAGER FLEET	I-869326488752	30 591-0104	FUELS & LUBRI: FUEL PURCHASED NOV 2	140314		8,580.16
				VENDOR 01-021226	TOTALS		8,580.16

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 47

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-022179	SAN ANTONIO VASQUEZ	I-011618	30 591-0551	DUE & MEMBERS:	REIMBURSE MEDICAL DO 140449		75.00
					VENDOR 01-022179 TOTALS		75.00
01-023900	XEROX CORPORATION	I-091779579	30 591-0150	MINOR TOOLS &:	COPIER/PRINTER TRANS 140452		233.16
					VENDOR 01-023900 TOTALS		233.16
				DEPARTMENT 591	SPI METRO	TOTAL:	21,775.53

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 48

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003103	ADVANCE AUTO PARTS	I-7915-196998	30 595-0420	MOTOR VEHICLE: OIL SEAL, BRAKE CALIP	140224		131.16
VENDOR 01-003103 TOTALS							131.16
01-004132	D & R GLASS ETC INC.	I-1958	30 595-0420	MOTOR VEHICLE: WINSHIELD FOR UNIT #	140336		195.00
VENDOR 01-004132 TOTALS							195.00
01-012091	CINTAS UNIFORM	I-538803461	30 595-0130	WEARING APPAR: UNIFORMS, TRANSIT DR	140233		46.24
01-012091	CINTAS UNIFORM	I-538805491	30 595-0130	WEARING APPAR: UNIFORMS TRANSIT DRI	140233		46.24
01-012091	CINTAS UNIFORM	I-538807498	30 595-0130	WEARING APPAR: UNIFORMS FOR TRANSIT	140284		46.24
01-012091	CINTAS UNIFORM	I-538809530	30 595-0130	WEARING APPAR: UNIFORMS FOR TRANSIT	140346		197.07
01-012091	CINTAS UNIFORM	I-538811550	30 595-0130	WEARING APPAR: METRO CONNECT DRIVER	140420		46.24
VENDOR 01-012091 TOTALS							382.03
01-016186	LUIS ISRAEL PEREZ	I-3044	30 595-0420	MOTOR VEHICLE: 3 UNITS WASHED, # 40	140290		105.00
01-016186	LUIS ISRAEL PEREZ	I-3045	30 595-0420	MOTOR VEHICLE: 3 UNITS WASHED # 406	140354		105.00
01-016186	LUIS ISRAEL PEREZ	I-3048	30 595-0420	MOTOR VEHICLE: 3 UNITS WASHED #406,	140430		105.00
VENDOR 01-016186 TOTALS							315.00
01-018156	RIDE SYSTEMS, INC.	I-10950	30 595-0533	MARKETING : MONTHLY PASSENGER CO	140297		298.62
VENDOR 01-018156 TOTALS							298.62
01-019311	SOUTHERN TIRE MART, LL	I-69067539	30 595-0420	MOTOR VEHICLE: 2 RIMS METRO CONNEC	140437		329.90
VENDOR 01-019311 TOTALS							329.90
01-020100	T.M.R.S.	I-10418	30 595-0080	TMRS : DEC 2017 CITY CONTRI	999999		2,050.04
VENDOR 01-020100 TOTALS							2,050.04
01-021226	US BANK VOYAGER FLEET	I-869326488752	30 595-0104	FUELS & LUBRI: FUEL PURCHASED NOV 2	140314		4,239.56
VENDOR 01-021226 TOTALS							4,239.56

DEPARTMENT 595 METRO CONNECT TOTAL: 7,941.31

VENDOR SET 30 TRANSPORTATION TOTAL: 29,716.84

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 49

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 41 PADRE BLVD IMPROVEMENT

DEPARTMENT: 562 PUBLIC WORKS

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234000-1117	41 562-9075	CONSTRUCTION	: GULF BLVD/SIDE ST. P 999999		41,430.00
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234002-1117	41 562-0530	PROFESSIONAL	: PADRE BLVD PH 1 PROJ 999999		1,936.35
VENDOR 01-011149 TOTALS							43,366.35
01-012071	LAGUNA MADRE WATER DIS	I-12318	41 562-9075	CONSTRUCTION	: PADRE BLVD SIDEWALK 140419		23,936.00
VENDOR 01-012071 TOTALS							23,936.00
DEPARTMENT 562 PUBLIC WORKS						TOTAL:	67,302.35
VENDOR SET 41 PADRE BLVD IMPROVEMENT						TOTAL:	67,302.35

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 50

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 42 GULF BLVD CONSTRUCTION

DEPARTMENT: 562 PUBLIC WORKS

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011117	KINNEY BONDED WAREHOUS	I-391878-00	42 562-9075	CONSTRUCTION : 50 STAKE KITS, 25-20	140283		399.75
VENDOR 01-011117 TOTALS							399.75
01-014042	NATIVE PLANT CENTER	I-122617	42 562-9075	CONSTRUCTION : 33- MISC. NATIVE PLA	140288		157.00
VENDOR 01-014042 TOTALS							157.00
DEPARTMENT 562 PUBLIC WORKS						TOTAL:	556.75
VENDOR SET 42 GULF BLVD CONSTRUCTION						TOTAL:	556.75

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 50 GENERAL DEBT SERVICE

DEPARTMENT: 567 DEBT SERVICE

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

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-252-2075594		50 567-0623	PAYING AGENT :	PAYING AGENT FEE:FEB 140258		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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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 52

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 57 VENUE TAX CONSTRUCTION

DEPARTMENT: 597 ** INVALID DEPT **

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234005-1117	57 597-0530	PROFESSIONAL : ENGR	SVCS-PADRE SIDE	999999	9,600.00
VENDOR 01-011149 TOTALS							9,600.00

DEPARTMENT 597 ** INVALID DEPT ** TOTAL: 9,600.00

VENDOR SET 57 VENUE TAX CONSTRUCTION TOTAL: 9,600.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 53

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 511 CITY COUNCIL

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019527	DENNIS STAHL	I-122817-1	60 511-0550-026	DENNIS STAHL :	REIMBURSE RETURN AIR 999999		238.62
VENDOR 01-019527 TOTALS							238.62
DEPARTMENT 511 CITY COUNCIL						TOTAL:	238.62

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 54

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-10418	60 521-0080	TMRS	: DEC 2017 CITY CONTRI	999999	286.78
						VENDOR 01-020100 TOTALS	286.78
						DEPARTMENT 521 POLICE	TOTAL: 286.78

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 55

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019362	SKYDIVE SPI , LLC	I-011018	60 522-0130	WEARING APPAR: 6 SHIRTS, HATS, W/ L 140360			486.05
VENDOR 01-019362 TOTALS							486.05
01-020100	T.M.R.S.	I-10418	60 522-0080	TMRS	: DEC 2017 CITY CONTRI 999999		1,082.22
VENDOR 01-020100 TOTALS							1,082.22
01-021226	US BANK VOYAGER FLEET	I-869326488752	60 522-0104	FUEL & LUBRIC: FUEL PURCHASED NOV 2 140314			202.12
VENDOR 01-021226 TOTALS							202.12
DEPARTMENT 522 BEACH PATROL						TOTAL:	1,770.39

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 56

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-10418	60 532-0080	TMRS	: DEC 2017 CITY CONTRI	999999	134.83
VENDOR 01-020100 TOTALS							134.83

DEPARTMENT 532	ENVIRONMENTAL HEALTH	TOTAL:	134.83
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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 57

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004133	DENTON NAVARRO ROCHA B	I-23170	60 560-0530	PROFESSIONAL :	GEN LEGAL SERVICE. O	140227	647.50
01-004133	DENTON NAVARRO ROCHA B	I-23171	60 560-0530	PROFESSIONAL :	PROF. LEGAL SERV. OC	140227	55.50
01-004133	DENTON NAVARRO ROCHA B	I-23274	60 560-0530	PROFESSIONAL :	LEGAL SERVICES NOV 2	140227	463.00
VENDOR 01-004133 TOTALS							1,166.00
01-008137	BRANDON HILL	I-010918	60 560-0550	TRAVEL	: PER DIEM & MILEAGE,	999999	568.89
01-008137	BRANDON HILL	I-011518	60 560-0550	TRAVEL	: PER DIEM AND MILEAGE	999999	625.84
VENDOR 01-008137 TOTALS							1,194.73
01-008179	HDR ENGINEERING INC.	I-1200085129	60 560-0530	PROFESSIONAL :	PROF SERV. OCT 1-28,	140342	3,308.00
01-008179	HDR ENGINEERING INC.	I-1200090604	60 560-0530	PROFESSIONAL :	PROF SERV. OCT 29 -	140342	5,226.50
01-008179	HDR ENGINEERING INC.	I-1200098042	60 560-0530	PROFESSIONAL :	HDR GOMA GRANT	140416	27,559.50
VENDOR 01-008179 TOTALS							36,094.00
01-013190	ALBERTO MARTINEZ	I-277	60 560-0410	MACHINERY & E:	REPAIR DRIVER SIDE D	140424	125.00
VENDOR 01-013190 TOTALS							125.00
01-016125	PARROT EYES INC.	I-2802	60 560-0530	PROFESSIONAL :	11.5 HRS. @150./HR,	140242	1,725.00
VENDOR 01-016125 TOTALS							1,725.00
01-017998	PETER ALBERT RAVELLA	I-15	60 560-0530	PROFESSIONAL :	PROF. SERV. DEC 2017	999999	2,963.90
VENDOR 01-017998 TOTALS							2,963.90
01-020100	T.M.R.S.	I-10418	60 560-0080	TMRS	: DEC 2017 CITY CONTRI	999999	3,116.03
VENDOR 01-020100 TOTALS							3,116.03
01-021226	US BANK VOYAGER FLEET	I-869326488752	60 560-0104	FUEL & LUBRIC:	FUEL PURCHASED NOV 2	140314	602.64
VENDOR 01-021226 TOTALS							602.64

DEPARTMENT 560	BEACH MAINTENANCE	TOTAL:	46,987.30
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VENDOR SET 60	BEACH MAINTENANCE FUND	TOTAL:	49,417.92
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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 58

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 61 BEACH ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023137	WILLIS DEVELOPMENT LLC	I-5-17	61 543-9075-01	CONSTRUCTION : Moonlight Constructi	140256		24,842.95
01-023137	WILLIS DEVELOPMENT LLC	I-6	61 543-9075-01	CONSTRUCTION : MOONLIGHT CIRLE BEAC	140451		54,311.46
01-023137	WILLIS DEVELOPMENT LLC	I-7	61 543-9075-01	CONSTRUCTION : Moonlight Constructi	140451		12,586.36
						VENDOR 01-023137 TOTALS	91,740.77

DEPARTMENT 543 PUBLIC WORKS TOTAL: 91,740.77

VENDOR SET 61 BEACH ACCESS FUND TOTAL: 91,740.77

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 59

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 560 SHORELINE

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-10418	62 560-0080	TMRS	: DEC 2017 CITY CONTRI	999999	245.21
						VENDOR 01-020100 TOTALS	245.21
DEPARTMENT 560 SHORELINE						TOTAL:	245.21
VENDOR SET 62 BAY ACCESS FUND						TOTAL:	245.21

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 60

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 65 CAPITAL REPLACEMENT FUND

DEPARTMENT: 572 ** INVALID DEPT **

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007399	GRAINGER	I-9648757145	65 572-1001	BUILDINGS & S:	ACCESS DOOR ,	140339	206.45
						VENDOR 01-007399 TOTALS	206.45
01-019198	SHI-GOVERNMENT SOLUTIO	I-GB00264299	65 572-1001	BUILDINGS & S:	PC FOR JOHNSON CONTR	140300	964.82
						VENDOR 01-019198 TOTALS	964.82
DEPARTMENT 572 ** INVALID DEPT **						TOTAL:	1,171.27
VENDOR SET 65 CAPITAL REPLACEMENT FUND TOTAL:							1,171.27

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 61

VENDOR SET: 01 City of South Padre Island

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: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-010417	80 2470	T.M.R.S.	: EDC: DEC 2017 EDC CO 999999		317.70
					VENDOR 01-020100 TOTALS		317.70
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	317.70

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 62

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004133	DENTON NAVARRO ROCHA B	I-23275	80 580-0530	PROFESSIONAL :	PROF.LEGAL SERVICES	140227	277.50
					VENDOR 01-004133 TOTALS		277.50
01-016139	JAY LEWIS	I-12.7.17.03	80 580-9178	DESIGNATED PR:	EDC:3RD PAYMENT PER	999999	30,000.00
					VENDOR 01-016139 TOTALS		30,000.00
01-019502	AT&T	I-010318	80 580-0501	COMMUNICATION:	EDC: FAX LINE JAN 3 -	140361	59.42
					VENDOR 01-019502 TOTALS		59.42
01-020100	T.M.R.S.	I-010417	80 580-0080	THRS	: EDC: DEC 2017 EDC CO	999999	574.56
					VENDOR 01-020100 TOTALS		574.56
01-021232	GATEWAY PRINTING & OFF	I-4549251-0	80 580-0101	OFFICE SUPPLI:	EDC: HP CARTRD, BIND	140315	127.85
					VENDOR 01-021232 TOTALS		127.85
DEPARTMENT 580 EDC						TOTAL:	31,039.33

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 63

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

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

PAY DATE RANGE: 1/04/2018 THRU 1/26/2018

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011145	KONE, INC.	I-949805608	80 581-0411	BUILDINGS & S:	EDC: ELEVATOR MAINT	140345	1,180.44
VENDOR 01-011145 TOTALS							1,180.44
01-019138	SHEPARD, WALTON, KING	I-59553	80 581-0520	INSURANCE	: EDC: BNC INSURANCE	B 140298	59.85
VENDOR 01-019138 TOTALS							59.85
01-1	GOMEZ ROOFING	I-43566	80 581-0411	BUILDINGS & S:	GOMEZ ROOFING: EDC/B	140374	400.00
VENDOR 01-1 TOTALS							400.00
DEPARTMENT 581 BIRDING CENTER						TOTAL:	1,640.29
VENDOR SET 80 ECONOMIC DEVELOPMENT CORP						TOTAL:	32,997.32
REPORT GRAND TOTAL:							1,253,823.59

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

MEETING DATE: February 7, 2018

NAME & TITLE: Rodrigo Gimenez, Finance Director

DEPARTMENT: Finance

ITEM

Approve Quarterly Investment Report for quarter ending December 31, 2017 as prepared by Valley View Consulting, L.L.C.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2017


Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of South Padre Island is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies.



City Manager



Chief Financial Officer

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	December 31, 2017		September 30, 2017	
		Book Value	Market Value	Book Value	Market Value
DDA/MMA	1.32%	\$ 29,752,491	\$ 29,752,491	\$ 27,855,507	\$ 27,855,507
Pools	1.20%	145,702	145,702	145,295	145,295
CDs/Securities	1.27%	6,557,542	6,557,542	6,536,754	6,536,754
Totals		\$ 36,455,735	\$ 36,455,735	\$ 34,537,556	\$ 34,537,556

Current Quarter Average Yield (1)		Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	1.31%	Total Portfolio	1.31%
Rolling Three Mo. Treas. Yield	1.23%	Rolling Three Mo. Treas. Yield	1.23%
Rolling Six Mo. Treas. Yield	1.26%	Rolling Six Mo. Treas. Yield	1.26%
		Average Quarter End TexPool Yield	1.18%

Interest Income (unaudited)

This Quarter	\$ 107,230
Fiscal Year to Date	\$ 107,230

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

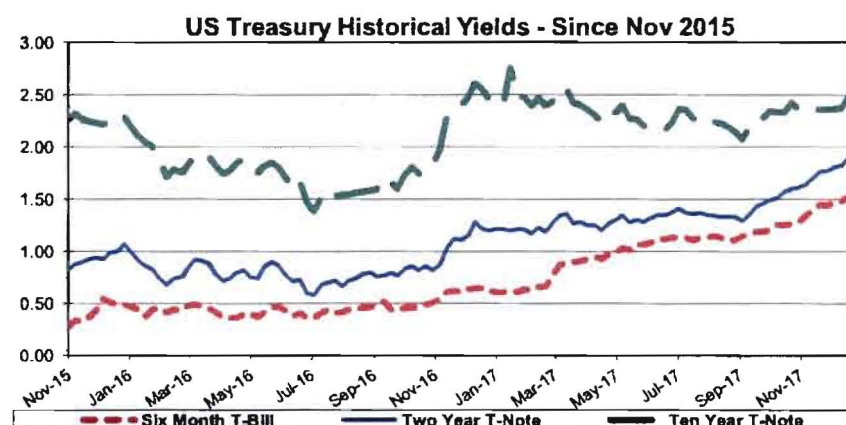
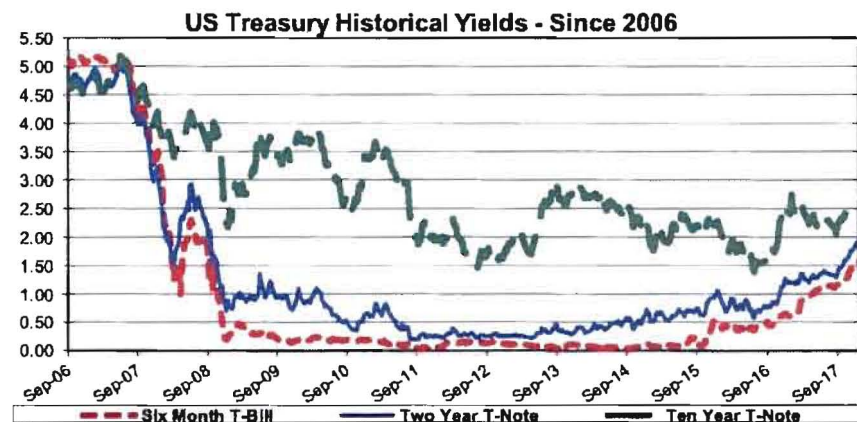
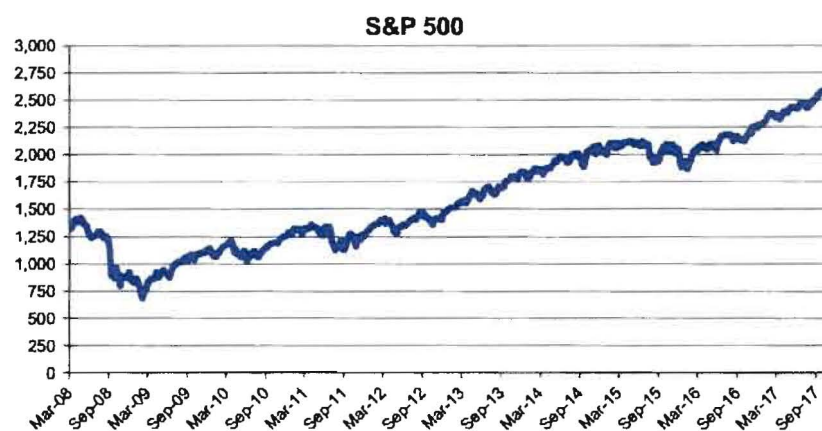
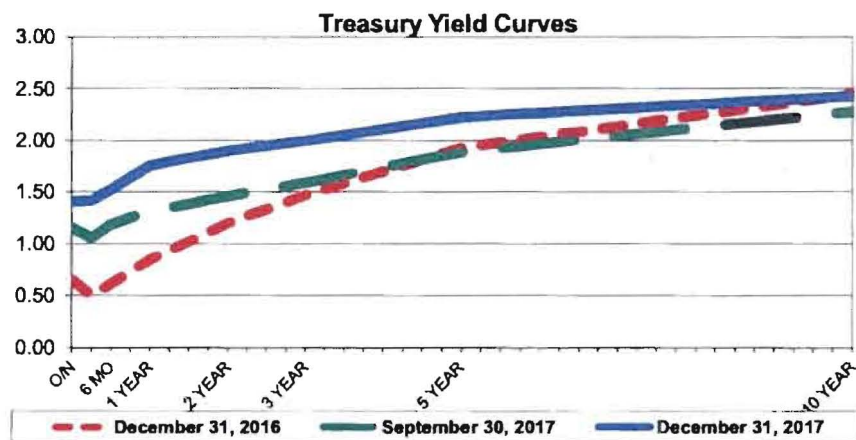
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

5-13

Economic Overview

12/31/2017

The Federal Open Market Committee (FOMC) increased the Fed Funds target range to 1.25% - 1.50% (Effective Fed Funds are trading +/-1.41%) at the Dec FOMC meeting. Two to three additional increases are projected for 2018 (although subject to economic activity). Gradual portfolio reduction continues by limiting reinvestment of maturing holdings. Third Quarter 2017 GDP measured 3.2%. December Non Farm Payroll data recorded a weaker than expected +148k. US economic data continues positive trend. Washington passed an extensive tax cut. Crude oil trading +/- \$60 on Middle Eastern turmoil. The Stock Markets once again achieved new highs. Jerome Powell will replace Fed Chair Janet Yellen.



51-5

Investment Holdings
December 31, 2017

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
IBC		1.10%	01/01/18	12/31/17	\$ 14,250,229	\$ 14,250,229	1.00	\$ 14,250,229	1	1.10%
LSNB		0.25%	01/01/18	12/31/17	106,952	106,952	1.00	106,952	1	0.25%
Green Bank MMA		1.40%	01/01/18	12/31/17	1,828,205	1,828,205	1.00	1,828,205	1	1.40%
Southside Bank MMA		1.26%	01/01/18	12/31/17	2,514,714	2,514,714	1.00	2,514,714	1	1.26%
NexBank MMA		1.62%	01/01/18	12/31/17	11,052,392	11,052,392	1.00	11,052,392	1	1.62%
TexasDaily	AAAm	1.21%	01/01/18	12/31/17	115,648	115,648	1.00	115,648	1	1.21%
TexPool	AAAm	1.18%	01/01/18	12/31/17	30,054	30,054	1.00	30,054	1	1.18%
LegacyTexas Bank CD		1.05%	02/07/18	02/07/17	2,017,501	2,017,501	100.00	2,017,501	38	1.05%
Texas Regional Bank CD		0.96%	02/12/18	02/12/16	509,146	509,146	100.00	509,146	43	0.96%
LegacyTexas Bank CD		1.35%	03/22/18	03/22/17	1,010,217	1,010,217	100.00	1,010,217	81	1.35%
Lubbock National Bank CD		1.45%	06/20/18	06/20/17	2,014,584	2,014,584	100.00	2,014,584	171	1.45%
LegacyTexas Bank CD		1.45%	07/25/18	07/25/17	1,006,093	1,006,093	100.00	1,006,093	206	1.45%
					\$ 36,455,735	\$ 36,455,735		\$ 36,455,735	21	1.31%
									(1)	(2)

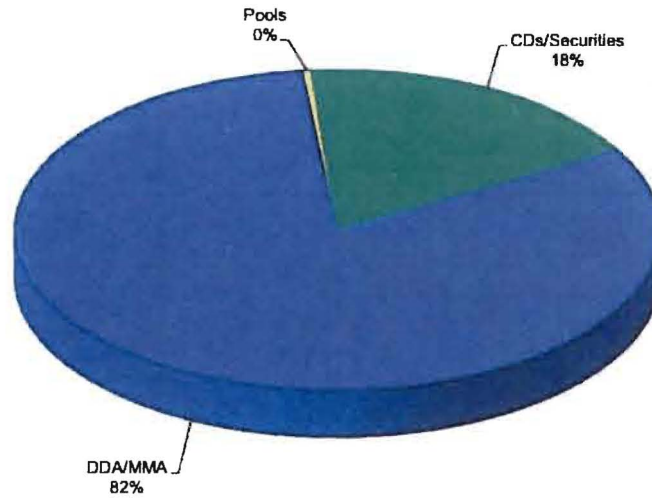
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

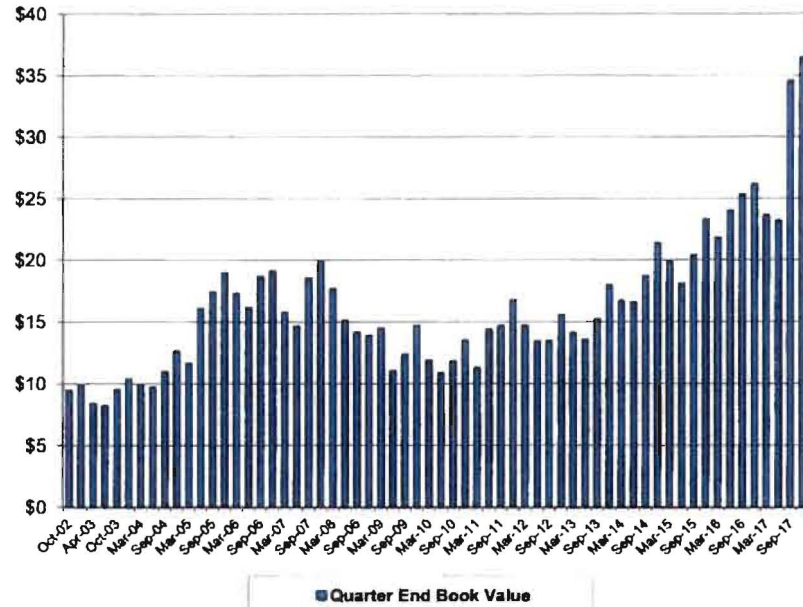
(3) **IBC and SSB Yields Estimated.**

5-15

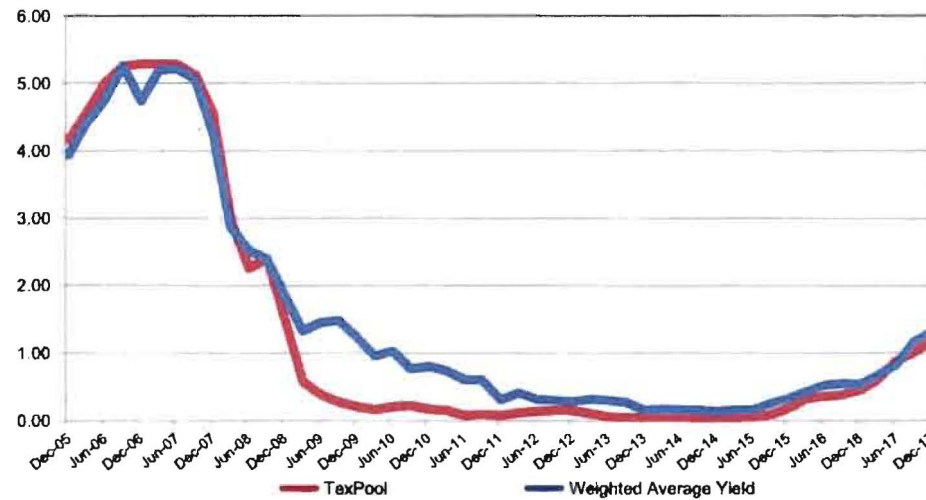
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



5-16

Book Value Comparison

Description	Coupon/ Discount	Maturity Date	Settlement Date	September 30, 2017		Purchases/ Accruals	Sales/ Maturities	December 31, 2017	
				Par Value	Book Value			Par Value	Book Value
IBC	1.10%	01/01/18	12/31/17	\$ 14,680,498	\$ 14,680,498	\$ —	\$ (430,269)	\$ 14,250,229	\$ 14,250,229
LSNB	0.25%	01/01/18	12/31/17	103,698	103,698	3,254		106,952	106,952
First Community Bank	0.00%	01/01/18	12/31/17	223,877	223,877		(223,877)	—	—
Green Bank MMA	1.40%	01/01/18	12/31/17	1,822,517	1,822,517	5,688		1,828,205	1,828,205
Southside Bank MMA	1.26%	01/01/18	12/31/17	2,007,990	2,007,990	506,724		2,514,714	2,514,714
NexBank MMA	1.62%	01/01/18	12/31/17	9,016,927	9,016,927	2,035,464		11,052,392	11,052,392
TexasDaily	1.21%	01/01/18	12/31/17	115,322	115,322	325		115,648	115,648
TexPool	1.18%	01/01/18	12/31/17	29,972	29,972	82		30,054	30,054
LegacyTexas Bank CD	1.05%	02/07/18	02/07/17	2,012,229	2,012,229	5,272		2,017,501	2,017,501
Texas Regional Bank CD	0.96%	02/12/18	02/12/16	507,917	507,917	1,229		509,146	509,146
LegacyTexas Bank CD	1.35%	03/22/18	03/22/17	1,006,825	1,006,825	3,393		1,010,217	1,010,217
Lubbock National Bank CD	1.45%	06/20/18	06/20/17	2,007,318	2,007,318	7,265		2,014,584	2,014,584
LegacyTexas Bank CD	1.45%	07/25/18	07/25/17	1,002,465	1,002,465	3,628		1,006,093	1,006,093
TOTAL				\$ 34,537,556	\$ 34,537,556	\$ 2,572,325	\$ (654,145)	\$ 36,455,735	\$ 36,455,735

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2017			Qtr-to-Qtr Change	December 31, 2017		
			Par Value	Market Price	Market Value		Par Value	Market Price	Market Value
IBC	1.10%	01/01/18	\$ 14,680,498	1.00	\$ 14,680,498	\$ (430,269)	14,250,229	1.00	14,250,229
LSNB	0.25%	01/01/18	103,698	1.00	103,698	3,254	106,952	1.00	106,952
First Community Bank	0.00%	01/01/18	223,877	1.00	223,877	(223,877)	—	1.00	—
Green Bank MMA	1.40%	01/01/18	1,822,517	1.00	1,822,517	5,688	1,828,205	1.00	1,828,205
Southside Bank MMA	1.26%	01/01/18	2,007,990	1.00	2,007,990	506,724	2,514,714	1.00	2,514,714
NexBank MMA	1.62%	01/01/18	9,016,927	1.00	9,016,927	2,035,464	11,052,392	1.00	11,052,392
TexasDaily	1.21%	01/01/18	115,322	1.00	115,322	325	115,648	1.00	115,648
TexPool	1.18%	01/01/18	29,972	1.00	29,972	82	30,054	1.00	30,054
LegacyTexas Bank CD	1.05%	02/07/18	2,012,229	100.00	2,012,229	5,272	2,017,501	100.00	2,017,501
Texas Regional Bank CD	0.96%	02/12/18	507,917	100.00	507,917	1,229	509,146	100.00	509,146
LegacyTexas Bank CD	1.35%	03/22/18	1,006,825	100.00	1,006,825	3,393	1,010,217	100.00	1,010,217
Lubbock National Bank CD	1.45%	06/20/18	2,007,318	100.00	2,007,318	7,265	2,014,584	100.00	2,014,584
LegacyTexas Bank CD	1.45%	07/25/18	1,002,465	100.00	1,002,465	3,628	1,006,093	100.00	1,006,093
TOTAL			\$ 34,537,556		\$ 34,537,556	\$ 1,918,180	\$ 36,455,735		\$ 36,455,735

61-19

Fund Allocation

December 31, 2017

Book & Market Value	Consolidated/ Operating	Payroll	Police Forfeiture	EDC	EDC Debt Reserve	Venue Debt Reserve	2015 Tax Notes	2016 Tax Notes	2017 Venue Tax Bonds	Totals
IBC	\$ 12,602,245	\$ 6,853	\$ 150,822	\$ 20,087	\$ 401,543	\$ 511,906	\$ 9,178	\$ 528,991	\$ 18,604	\$ 14,250,229
LSNB				106,952						106,952
Green Bank MMA								1,828,205		1,828,205
Southside Bank MMA	2,514,714									2,514,714
NexBank MMA	2,000,000								9,052,392	11,052,392
TexasDaily	115,648									115,648
TexPool	7,515			22,540						30,054
02/07/18—LegacyTexas Bank CD	2,017,501									2,017,501
02/12/18—Texas Regional Bank CD	509,146									509,146
03/12/18—LegacyTexas Bank CD	1,010,217									1,010,217
06/20/18—Lubbock National Bank CD	2,014,584									2,014,584
07/25/18—LegacyTexas Bank CD	1,006,093									1,006,093
Totals	\$ 23,797,663	\$ 6,853	\$ 150,822	\$ 149,579	\$ 401,543	\$ 511,906	\$ 9,178	\$ 2,357,196	\$ 9,070,995	\$ 36,455,735

5-18

Fund Allocation

September 30, 2017

Book & Market Value	Consolidated/ Operating	Payroll	Police Forfeiture	EDC	EDC Debt Reserve	Venue Debt Reserve	2015 Tax Notes	2016 Tax Notes	2017 Venue Tax Bonds	Totals
IBC	\$ 12,913,959	\$ 6,768	\$ 158,965	\$ 20,038	\$ 400,563	\$ 510,657	\$ 14,389	\$ 555,088	\$ 100,071	\$ 14,680,498
LSNB				103,698						103,698
First Community Bank	223,877									223,877
Green Bank MMA								1,822,517		1,822,517
Southside Bank MMA	2,007,990									2,007,990
NexBank MMA									9,016,927	9,016,927
TexasDaily	115,322									115,322
TexPool	7,494			22,478						29,972
02/07/18--LegacyTexas Bank CD	2,012,229									2,012,229
02/12/18--Texas Regional Bank CD	507,917									507,917
03/12/18--LegacyTexas Bank CD	1,006,825									1,006,825
06/20/18--Lubbock National Bank CD	2,007,318									2,007,318
07/25/18--LegacyTexas Bank CD	1,002,465									1,002,465
Totals	\$ 21,805,397	\$ 6,768	\$ 158,965	\$ 146,214	\$ 400,563	\$ 510,657	\$ 14,389	\$ 2,377,605	\$ 9,116,998	\$ 34,537,556

6/1-5

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

MEETING DATE: February, 2018

NAME & TITLE: Randy Smith, Police Chief

DEPARTMENT: Police

ITEM

Approve Resolution No. 2018-05 approving submission of grant application for Border Star Project to the Office of the Governor to help prevent and reduce border-related criminal activity.

ITEM BACKGROUND

The Border Star Grant Program is to help sustain inter-agency law enforcement operations and enhance local law enforcement patrols to deter and interject criminal activity. This grant operates under the Homeland Security Grant Program.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

SPI Police Department's goal is to reduce border-related criminal activity. They will disrupt, deter operations of gang organizations and decrease the supply of drugs smuggled into our city.

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS



RESOLUTION NO. 2018-05

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

WHEREAS, the City of South Padre Island finds it in the best interest of the citizens of South Padre Island that the Border Star Grant Program be operated for the 2018-2019 year; and

WHEREAS, the City of South Padre Island agrees to provide applicable matching funds for the said project as required by the grant application; and

WHEREAS, the City of South Padre Island agrees that in the event of loss or misuse of the Office of the Governor funds, the City of South Padre Island assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of South Padre Island designates Susan Guthrie, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of South Padre Island.

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

Section 1. That the City of South Padre Island approves submission of the grant application for the Border Star Grant Program to the Office of the Governor.

PASSED, APPROVED AND ADOPTED on this the 7th day of February, 2018

CITY OF SOUTH PADRE ISLAND, TEXAS

Dennis Stahl, Mayor

ATTEST:

Susan M. Hill, City Secretary

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

MEETING DATE: February 7, 2018

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Approval of Resolution No. 2018-06 which supports the submission of the application for State assistance from the Beach Maintenance Reimbursement fund for the Fiscal Year 2017/18.

ITEM BACKGROUND

This Resolution is required for the yearly application to the General Land Office to participate in the Beach Maintenance Reimbursement Fund for Fiscal Year 2017/18. This reimbursement program helps defray the cost of cleaning the City's beach. The request amounts are:

FY 2017/18:\$829,338.70 (two-thirds of \$1,244,008.05)

FY 2016/17:\$824,694.37 (two-thirds of \$933,763.00)

BUDGET/FINANCIAL SUMMARY

This does not require any comments.

COMPREHENSIVE PLAN GOAL

This is consistent with the Comprehensive Plan, specifically Chapter III. Parks & Resources: Policy 1.1.2: the City should secure and dedicate funding for beach renourishment and dune maintenance.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff supports this resolution.



RESOLUTION NO. 2018-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2017 BEACH MAINTENANCE FUND PROGRAM GRANT; REAFFIRMING THE FUNCTION OF THE SHORELINE TASK FORCE AND THE CITY COUNCIL IN REGARDS TO BEACH AND BEACH PARK ISSUES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND APPLICATION FORMS FOR THE CITY'S PARTICIPATION WITH THE TEXAS GENERAL LAND OFFICE IN CLEANING AND MAINTAINING BEACHES FOR THE PUBLIC.

WHEREAS, the State of Texas has reserved an easement on the beaches within the City of South Padre Island for the use of the public; and

WHEREAS, the City of South Padre Island maintains and cleans said beaches; and

WHEREAS, the City of South Padre Island would like to participate with the Texas General Land Office for financial assistance in cleaning and maintaining said beach.

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

SECTION 1: The City Council authorizes the submission of the Fiscal Year 2017-2018 application for State financial assistance from the Beach Maintenance Fund Program; and

SECTION 2: The Shoreline Task Force is a citizen committee, composed of members of the public appointed by the City Council to provide the City Council recommendations on actions pertaining to construction, permitting, and beach access improvements within the City of South Padre Island; however, the City Council is the final City authority regarding beach maintenance, improvements, and park issues; and

SECTION 3: The City Manager for the City of South Padre Island, Texas, is hereby authorized to execute contract forms as may be necessary for, and on behalf of, said City with the General Land Office for the cleaning of beaches within the City of South Padre Island.

PASSES, APPROVED AND ADOPTED on this the 7th day of February 2018.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

5-24



January 11, 2018

Jason Pinchback, Director
Planning, Permitting, and Technical Services
Stephen F. Austin Building
1700 North Congress Avenue
Austin, TX 78701-1495

RE: Fiscal Year 2017-18 Beach Maintenance Fund Application

Dear Mr. Pinchback,

Attached please find a completed application for participation in the Fiscal Year 2017-18 Beach Maintenance Fund Program. Included with this application are detailed explanations of the City's methods to clean our beach, as well as Resolutions No. 2018-06 & 2018-07 which:

- Authorize the application for funds and vests the City Manager with full authority to act for the purpose of this program;
- Defines the scope of responsibilities the City Council has that is similar to that of a beach park board; and
- Details the list of equipment rates to be charged per hour. Equipment rates do not include labor, which will be based upon the City's salary/benefit package per employee; nor does the equipment rate include the costs associated with rental equipment.

The City of South Padre Island's beach cleaning and maintenance is consistent with our Beach and Dune Plan. The Coastal Resources Department will provide and maintain over two hundred (200) trash receptacles on the public beach. The trash receptacles are 55-gallon plastic drums. Furthermore, the City is familiar with the regulations contained in Section 15.8 of the State's Beach Access and Dune Protection Plan and the City is in compliance with said regulations. We currently do not collect beach user fees; however, we are aware of the rules pertaining to this matter in the event we choose to collect those fees. The City's Beach Cleaning Proposal which summarizes the maintenance activities performed by the City is also included.

Also enclosed are copies of Google maps designating the locations and linear footage of the beaches maintained by the City as well as site maps of both beach parks within the City: Gulf Circle and Treasure Island.

If you have any questions regarding this matter, please don't hesitate to reach out to me.

Sincerely,

Brandon N. Hill, MMRM
Shoreline Director
(956) 761-8166; bhill@myspi.org
Enclosures

5-25



City of South Padre Island
FY 2017-2018 Beach Cleaning / Maintenance Operations

The beach maintenance conducted by the City of South Padre Island is limited to the four miles of public beach that is in the City's limits. The City is striving to keep our beaches clean and our public and visitors happy while having as little impact on the natural processes that make up our beach as possible.

The removal of all non-natural material that washes up or is left on our beach is picked up by hand each morning. These patrols are done on a daily basis, seven days a week. To deal with trash during the summer, two to three employees work two shifts spanning from 7 a.m. – 8 p.m. to address any trash concerns that accumulate throughout the day. When there are large volumes of trash, such as spring break during Texas week, the City hires temporary personnel and increases the number of employees on foot patrol to 15 people. They are transported on the beach with a half-ton pickup, one-ton stake bed truck, or UTV's. All trash collected is hauled off the beach to a transfer station where the garbage is consolidated and later picked up by the waste disposal company. The City provides over 200 trash barrels on the beach and beach accesses that are checked on a daily basis by Shoreline Department employees in a one-ton garbage truck in addition to a beach trash compactor. The collected trash is also transported to the transfer station. When large objects wash up on the beach, they are hauled off in trucks and disposed of properly. The use of a mechanized, sand-sifting rake for removal of trash or natural debris is employed only when the debris reaches a quantity that inundates the natural system or disrupts the use and accessibility of the public beach. This method allows minimal impact to the sand substrate and does not highly exacerbate erosion.

The City's public beach is not groomed to preserve aesthetics. The sand is only repositioned when low lying walkovers have an accumulation of sand that impedes the public's access on and off the walkover. The City is also making efforts to phase out the low lying walkovers by replacing them with mobi-mats (movable polymer matting) or by building taller and wider walkovers.

The repositioning of Sargassum is only done when it is necessary and typically falls within March through June, the Sargassum season. The City's procedure during this time of higher than normal accumulation is to use a tractor and "beach tech" this is done in approximately three hours. During periods of extreme accumulation of Sargassum the number of tractors is increased to two and the time on the beach up to six hours. The front end loaders used on the beach have a rake on the back end that drags and collects the Sargassum into a pile then the tractor turns around and picks up the Sargassum in a bucket. The Sargassum is then front-stacked at the base of the foredune, above the annual high tide line, at locations where there is a need to strengthen the dune system. The Sargassum is also back-stacked behind the primary dunes to help give support to the dune system. The Sargassum is kept in the dune system and is never removed from the beach.

If/when the City experiences unusually extreme amounts of seaweed, the City is likely to rent one or more dump trucks and front end loaders and haul the seaweed to the north end of the City's beach where property owners have requested more seaweed to help develop their dunes or other locations within the City's dune system where it is needed.



Public Works is responsible for cleaning and maintaining the bathrooms for the two beach parks within the City. This task is performed by one custodial person from Public Works each day of the week with enhanced service during the busy months of March, June and July when we use two janitors.

The Police Department and the Code Enforcement Division are both responsible for assuring that all City and State laws are enforced on the City's Beach. Other than assuring the safety of our residents and visitors, some common items of enforcement include:

- No glass on the beach;
- No sales activities on the City beach;
- No vehicles allowed on the beach (other than authorized / permitted vehicles);
- No open fires or fireworks;
- The requirement that dogs must be on a leash at all times; and
- Regulating beach and umbrella vendors.

Brandon N. Hill, MMRM, Shoreline Director

January 11, 2018

Date



**Application for the Beach Cleaning and Maintenance
Assistance
Program for Fiscal Year 2017**

Beginning September 1, 2016

Texas General Land Office
George P. Bush, Commissioner
P.O. Box 12873
Austin, Texas 78711-2873

City or county making application (applicant): City of South Padre Island
Name and address of administrative body responsible for beach cleaning: Susan Guthrie City Manager 4601 Padre Blvd South Padre Island, TX 78597
Name, organization, and title of official with day-to-day responsibility for project: Brandon Hill Shoreline Director 4601 Padre Blvd South Padre Island, TX 78597
Name, address, and title of official authorized to receive state reimbursement: Rodrigo Gimenez, Finance Director 4601 Padre Blvd South Padre Island, TX 78597

The applicant understands and agrees that the requirements set forth in Section 61.069 of the Texas Natural Resources Code must be met, and the applicant expressly pledges and represents that it has met or will meet the requirements through the following:

1. The applicant has a duly constituted beach park board or like body with adequate authority to administer an effective program of keeping the public beaches under its jurisdiction clean. (OBA §61.069 (1))
2. The applicant shall provide for receipt of all project funds by its treasurer or like official who shall adequately safeguard such funds and assure same are expended solely for project purposes. The applicant agrees to reimburse the General Land Office for any project funds lost or spent for non-project purposes. (OBA §61.069 (2))
3. The applicant shall submit such reports as to amounts and types of project expenditures as may be required by the General Land Office. (OBA §61.069 (3))
4. The applicant provides free entrance to all public beaches within its jurisdiction. (OBA §61.069 (4))
5. The applicant operates and maintains one or more coastal parks which are satisfactory to the General Land Office with respect to size and facilities. (OBA §61.069 (5))

5-28

Application for the Beach Cleaning and Maintenance Assistance Program

Total linear feet of beach to be cleaned 25,896.98

1.	Equipment rental, litter and debris removal	\$ 447,624.78
2.	Labor, litter and debris removal	275,977.11
3.	Signs, litter-related	500
4.	Supervision, litter and debris removal	70,752.38
5.	Solid waste collection and disposal, including purchase of containers	33,872.37
6.	Portable toilet rental and servicing	66,776.15
7.	Barricades, bollards, and traffic signs	
8.	Lifeguard expenses	163,458.56
9.	Litter patrol expenses	15,514.42
10.	Beach patrol expenses	13,207.36
11.	Administration	157,321.44
TOTAL		\$ 1,244,008.05

Amount of state assistance requested for current state fiscal year (may not exceed two-thirds of amount shown in line above as provided by Section 61.076 of the Texas Natural Resources Code): \$ 829,338.70

The General Land Office reserves the right to require of the applicant any additional evidence it may deem necessary for the approval of the application or management of the program.

Supporting documents: **(The application is incomplete unless the following documents are included.)**

Mark the applicable box as the corresponding document is included with the application.

- ☐ A current resolution authorizing application for funds and vesting an official with full authority to act for purposes of the program.
- ☐ A Texas Department of Transportation county map upon which are delineated the public beaches to be cleaned and the linear feet of beach therein.
- ☐ A site plan of applicant's beach park which meets the minimum requirements established by the state.
- ☐ A certified copy of documentation establishing a beach park board or like body.
- ☐ A current written statement attesting that the maintenance to be provided is consistent with the applicant's community adopted plan for Beach Access and Dune Protection.
- ☐ A current written statement acknowledging that compliance with the regulations for collection and expenditure of beach user fees, contained in Section 15.8 of the state's beach access and dune protection regulations, is a requirement of the program.
- ☐ A current written statement that the applicant will supply an adequate number of garbage and litter receptacles for that area of the beach which the applicant cleans and maintains in this program. Receptacles for recyclables are suggested, but not required.
- ☐ A current list, adopted by the governing body, of the equipment rates to be charged per hour or per day which also indicates whether with or without operator and which includes portable toilets, if provided.
- ☐ A current beach-cleaning proposal describing the cleaning and maintenance operations at the beach.

City of South Padre Island acting by and through
Applicant

City Manager

Official

hereunto duly authorized, submits this application and certifies its contents are true and correct, and agrees to the above terms and conditions.

by Susan Guthrie
Name

Signature

City Manager

Title

January 11, 2018

Date

5-29

Application Checklist

For State Assistance in Cleaning and Maintaining Public Beaches

Review the following prior to submitting the Application for State Assistance in Cleaning and Maintaining Public Beaches. Each bulleted item is required to process the application; the text following each item explains how to comply with the requirement. **Incomplete applications will not be approved.**

- ☐ **The Original Application.** The 2-page application containing the vested official's original signature must be submitted. Emailed or photocopied applications are acceptable during the agency's review period, but aren't eligible for use in the final contract. The attachments to the application do not have to be originals. **Note: The application must be signed by the person/official authorized by the resolution to apply for funds.**
- ☐ **A Signed Resolution.** Ensure the resolution authorizes the application for program funds and declares an official with full authority to act for purposes of the program.
- ☐ **An Estimate of Expenditures.** Provide the total amount of projected expenditures on the space adjacent to "Total;" this amount is the sum of the expenditures above it (i.e. equipment, labor, supervision, administrative, etc). Provide the amount of state assistance being requested on the line following the "Total" projected expenditures line. This amount may not exceed 2/3rds of the "Total" projected expenditures.
- ☐ **A Current Equipment Rate Sheet.** List all equipment items used; equipment not listed on the contract rate sheet will not be approved for reimbursement. Therefore if four Chevy pickups are used, the equipment rate sheet should indicate such. Indicate whether rates are with or without an operator. If an operator's wages are included, indicate the dollar amount per hour included in the equipment rate. **Do not include rental equipment on the equipment rate sheet.** The agency has the discretion to request documentation for how each equipment reimbursement rate was calculated in order to ensure the rate does not exceed expenditures. **Be prepared to provide justification for the agency to approve your equipment rates.**

Each piece of equipment must be adequately described before the agency will approve the item's rate as reasonable. An adequate description should provide the equipment's make and model, horsepower, wheel type (crawler or tires), capacity (bucket size), and attachments (rake/tiller). **Note: Equipment rates must be approved by resolution or other similar record of official action.**
- ☐ **A Garbage and Litter Receptacle Statement.** A statement assuring an adequate supply of garbage and litter receptacles will be provided for the community's total linear footage of beaches.
- ☐ **A Beach Dune Rule Compliance Statement.** A statement acknowledging that beach cleaning and maintenance is consistent with the applicant's Beach Dune Plan.
- ☐ **A Beach User Fees Regulations Compliance Statement.** A statement, pledging adherence to the regulations for collection and expenditure of beach user fees in Section 15.8 of the Texas Administrative Codes. Accompany the statement with a declaration of compliance to Beach User Fee Reporting requirements. **Note: The garbage litter statement, beach dune rule statement, and beach user fees statement may all be included on the same document.**
- ☐ **A County Map.** A map that plainly marks/highlights the beaches to be maintained and has the linear footage written on the map. **Note: TxDOT map(s) will be provided to you by the agency, if requested. Please contact us, if needed.** For TxDOT maps, see http://www.txdot.gov/travel/county_grid_search.htm. Google Earth maps may be used if preferred, see <http://earth.google.com/>. Submit the notated maps with the application packet. Additional maps (non-TxDOT or Google Earth) may be submitted in addition to the acceptable maps detailed above.
- ☐ **A site map of all applicable beach parks.** A current, preferably updated within 2 years, site map is required. A site map should detail the location of shower areas, restrooms, parking areas, potable water, and any other facilities provided.
- ☐ **A beach-cleaning proposal (BCP).** A summary of the maintenance activities being performed by the community. Detail the amount of staffing, trash pick-up procedures, labor and patrol schedules, special events, special/seasonal maintenance, etc. BCP's should be updated periodically and must be thorough enough for the GLO to ascertain what maintenance is being performed. Most BCP's are two pages or less. The summary should be titled as a beach-cleaning proposal or equivalent.

Remember to include a date and have the BCP signed by either the vested official or official with day-to-day responsibility as listed on the cover of the application. **Note: A community's Beach Dune Protection and Beach Access Regulations may not serve as a beach-cleaning proposal unless the maintenance activities describe therein are current (written no more than 3 years ago) and detailed.**
- ☐ **Miscellaneous.** Other supporting documentation to the application is welcomed but not required. **Note: For any of the above items designated as "on file," indicate the original fiscal year they were provided.** If the original fiscal year is not indicated, the items cannot be transferred into the current file and the applicant must re-supply the document.

Failure to include the required documentation will delay approval of the application. The General Land Office, as the agency authorized to enforce the program's rules, has the discretion to require of the applicant any additional evidence it may deem necessary for the application or management of the program. (31 TAC §25.3)

5-30

Instructions for Texas Department of Transportation County Maps and Beach Park Site Maps

The agency requests that Texas Department of Transportation (TxDOT) County Maps be used to designate the beach areas your community maintains and the linear feet of those beaches. Use the following instructions to meet your community's county map and site map requirements for the Beach Maintenance Reimbursement Fund Program. **If you need maps to work from, please contact us.**

- A. For each TxDOT County map (full-scale view and inset maps) or Google Earth Image, do the following:
1. Mark the eligible beach areas to be cleaned.
 2. Write the linear footage of each area.
 3. If your beach areas are separated, write the total linear footage (sum of each area) somewhere on the map.

Example:



- B. For beach park site maps, do the following:
1. Indicate the location of restrooms, shower facilities and potable water.
 2. Indicate the location of on or off-beach parking areas.
 3. Indicate any other facilities that are provided on the site map.

Return the maps and beach park site maps with the Application for State Assistance in Cleaning and Maintaining Public Beaches. Texas Department of Transportation County Maps can be accessed at http://www.dot.state.tx.us/travel/county_grid_search.htm.

Contact Laura Sargent at laura.sargent@glo.texas.gov or by phone at (512) 463-7892 if you have questions.

DESIGNATED BEACH AREAS



5-32

BEACH PARK LOCATIONS



S-33

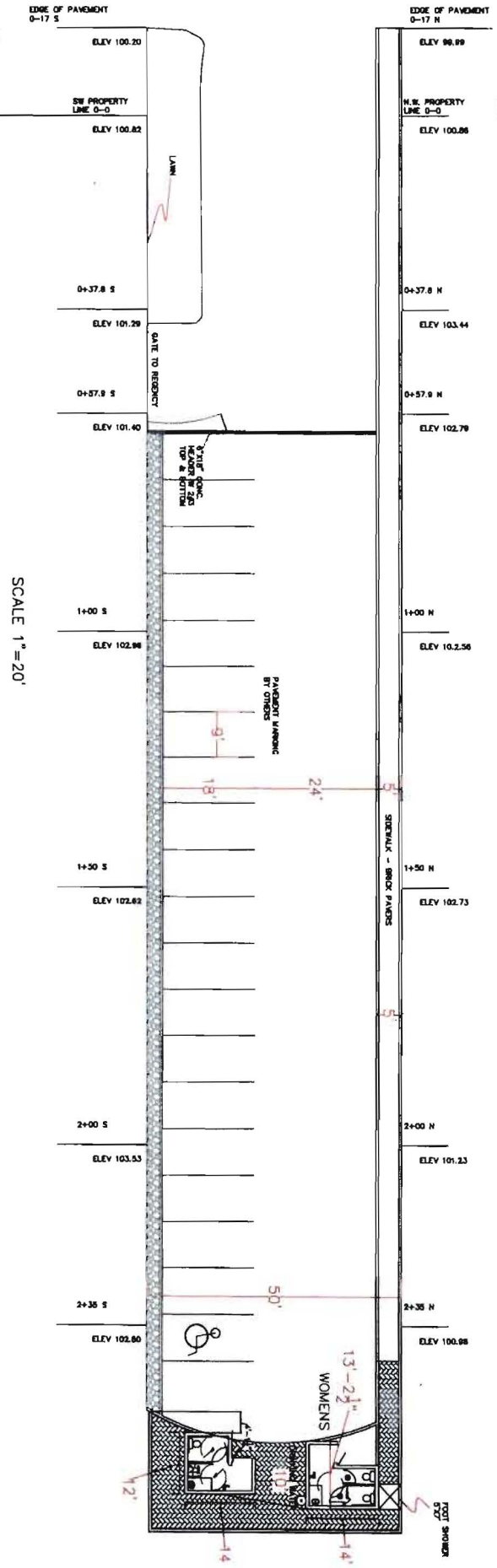
hE-5

REGENCY
CONDOMINIUMS

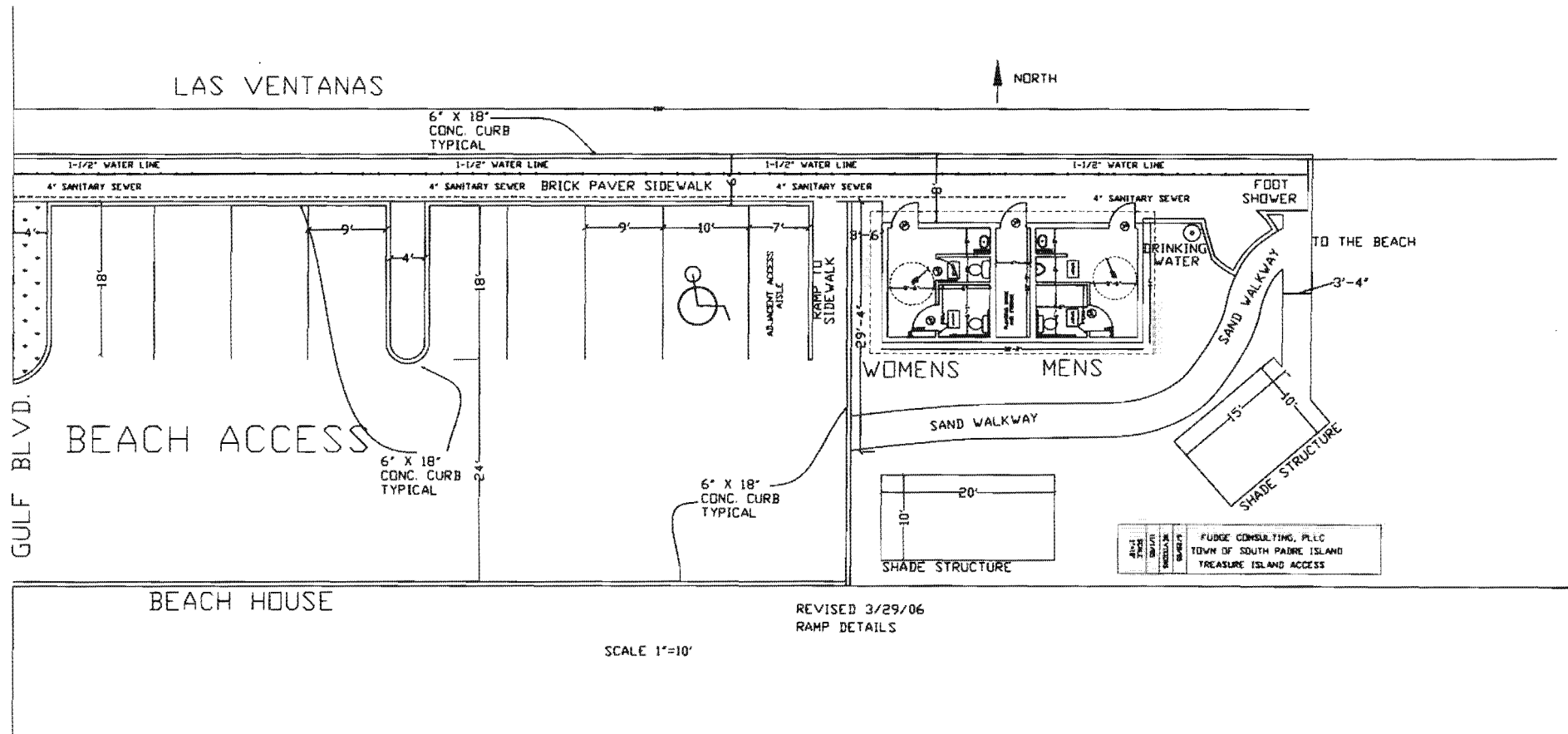
GULF BLVD.

HOUSE

GULF CIRCLE BEACH ACCESS



TREASURE ISLAND BEACH ACCESS



TREASURE ISLAND BEACH PARK

53-5

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

MEETING DATE: February 7, 2018

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Approval of Resolution No. 2018-07 that establishes rental charges for beach cleaning equipment and labor to be used for the City's beach maintenance reimbursement submissions.

ITEM BACKGROUND

This resolution is required for the yearly application to the General Land Office to participate in the reimbursement program. These rates will be used to calculate the dollar amounts submitted to the GLO for beach maintenance.

BUDGET/FINANCIAL SUMMARY

The Beach Maintenance Quarterly reports are used to justify the internal transfer from fund 60 to the General Fund. Any cost incurred by the general fund that are recorded in the report are then reimbursed to fund 60 at a 2/3 rate throughout the year.

COMPREHENSIVE PLAN GOAL

This is consistent with the Comprehensive Plan, specifically Chapter III. Parks & Resources: Policy 1.1.2: the City should secure and dedicate funding for beach renourishment and dune maintenance.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff supports the approval of the resolution.

Equipment Rate Addendum

for

City of South Padre Island

This addendum works in conjunction with the original

resolution signed on July 7, 2010.


I, Susan Guthrie, the authorized official, approve

of the attached Equipment List to be amended to the FY18

Beach Maintenance Reimbursement Application.


SIGNATURE OF AUTHORIZED OFFICIAL

1/11/18
DATE


SIGNATURE OF DAY-TO-DAY OFFICIAL

1/11/18
DATE



RESOLUTION NO. 2018-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AUTHORIZING AND ESTABLISHING RENTAL CHARGES FOR THE PROVISION OF EQUIPMENT AND BASIC LABOR.

WHEREAS, the City of South Padre Island maintained a policy of renting certain equipment and machinery owned by said City and providing basic labor on a stipulated rental basis.

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

SECTION 1: Effective September 1, 2017, through August 31, 2018, the rental charges of the equipment and labor provided by the City of South padre Island shall be as follows:

YEAR	MAKE	SPECIFICATION	FEMA CODE	LIST DESCRIPTION	HOURLY RATE
2016	Honda	ATV, Rancher TRX450, 450 CC, 27 HP, 603 LBS	8087	All Terrain Vehicle (ATV)	\$12.75
2016	Honda	ATV, Rancher TRX450, 450 CC, 27 HP, 603 LBS	8087	All Terrain Vehicle (ATV)	\$12.75
2017	Polaris	ATV, UTV Ranger Crew XP 1000, 999 CC, 80 HP, 4WD	8089	All Terrain Vehicle (ATV)	\$14.75
2016	Polaris	ATV, UTV Ranger XP 570, 567 CC, 44 HP	8088	All Terrain Vehicle (ATV)	\$14.30
2014	Polaris	ATV, UTV Ranger XP 900, 875 CC, 68 HP	8089	All Terrain Vehicle (ATV)	\$14.75
2009	Polaris	ATV, UTV Sportsman 350, 350 CC, 33.5 HP, 4WD	8086	All Terrain Vehicle (ATV)	\$12.50

YEAR	MAKE	SPECIFICATION	FEMA CODE	LIST DESCRIPTION	HOURLY RATE
2009	Polaris	ATV, UTV Sportsman 350, 350 CC, 33.5 HP, 4WD	8086	All Terrain Vehicle (ATV)	\$12.50
2017	Polaris	ATV, UTV Sportsman 850, 850 CC, 78 HP	8089	All Terrain Vehicle (ATV)	\$14.75
2017	Polaris	ATV, UTV Sportsman 850, 850 CC, 78 HP	8089	All Terrain Vehicle (ATV)	\$14.75
2017	Polaris	ATV, UTV Sportsman 850, 850 CC, 78 HP	8089	All Terrain Vehicle (ATV)	\$14.75
2014	Polaris	ATV, UTV Sportsman 850, 850 CC, 78 HP, 4WD	8089	All Terrain Vehicle (ATV)	\$14.75
2014	Polaris	ATV, UTV Sportsman 850, 850 CC, 78 HP, 4WD	8089	All Terrain Vehicle (ATV)	\$14.75
2014	Polaris	ATV, UTV Sportsman 850, 850 CC, 78 HP, 4WD	8089	All Terrain Vehicle (ATV)	\$14.75
2014	Yamaha	ATV, Wave Runner EX Series, 1049 CC Three Cylinder TR-1, 110 HP	8089	All Terrain Vehicle (ATV)	\$14.75
2008	Mercury	Boat, DR-520, 80 HP	8132	Boat	\$26.50
2014	Broyhill	Compactor, Trash, 74.29 HP, Load and Pack	8223	Compactor, Pneumatic, Wheel	\$33.75
2009	Beach Tech	Rake, Beach Cleaner, 2800, Sand Sifting	8638	Rake	\$14.00
2012	John Deere	Tractor, 5101E, 101 HP, 4WD, With Front-End Loader	8392	Loader, Wheel	\$34.50
2017	New Holland	Tractor, T5 120, 120 HP, 4WD, With Front-End Loader	8393	Loader, Wheel	\$44.00
2015	Ford	Truck, Flatbed, F-350, 1 Ton, Stake Bed, GVWR 14,000 lbs, 4WD	8700	Truck, Flatbed	\$24.25
2012	Ford	Truck, Flatbed, F-350, 4WD	8700	Truck, Flatbed	\$24.25
1984	Jeep	Truck, Jeep, Wrangler, 112 HP, 4WD, GVWR 5,000 LBS	8801	Truck, Pickup	\$19.45

YEAR	MAKE	SPECIFICATION	FEMA CODE	LIST DESCRIPTION	HOURLY RATE
2011	Chevrolet	Truck, Pickup, Chevy 1500, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2009	Chevrolet	Truck, Pickup, Colorado, 1/4 Ton, 4WD, Crew Cab, GVWR 10,000 LBS	8801	Truck, Pickup	\$19.45
2009	Chevrolet	Truck, Pickup, Colorado, 1/4 Ton, 4WD, Crew Cab, GVWR 10,000 LBS	8801	Truck, Pickup	\$19.45
2015	Chevrolet	Truck, Pickup, Colorado, 1/4 Ton, 4WD, Extended Cab	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton	8801	Truck, Pickup	\$19.45
2008	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2010	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2008	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45

YEAR	MAKE	SPECIFICATION	FEMA CODE	LIST DESCRIPTION	HOURLY RATE
2008	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2013	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2014	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2009	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2011	Ford	Truck, Pickup, F-150, 1/2 Ton, 340 HP, 4WD, Crew Cab, 6,010 LBS	8801	Truck, Pickup	\$19.45
2008	Ford	Truck, Pickup, Ranger, 1/4 Ton, 4WD, Crew Cab, GVWR 10,000 LBS	8801	Truck, Pickup	\$19.45
2005	Ford	Truck, Pickup, Ranger, 1/4 Ton, 4WD, Crew Cab, GVWR 10,000 LBS	8801	Truck, Pickup	\$19.45
2016	Ford	Truck, Pickup, Ranger, 1/4 Ton, 4WD, Crew Cab, GVWR 10,000 LBS	8801	Truck, Pickup	\$19.45
2008	GMC	Truck, Pickup, Sierra, 1 Ton, 4WD, Crew Cab, GVWR 10,000 LBS	8802	Truck, Pickup	\$26.00

LABOR

Beach Maintenance \$ 15.00

All other labor based upon the City's salary/benefit package per employee.

PASSES, APPROVED AND ADOPTED on this the 7th day of February 2018.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

5-41

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

MEETING DATE: February 7, 2018

NAME & TITLE: Alita Bagley, Council Member

DEPARTMENT: City Council

ITEM

Approve excused absence request for Council Member Alita Bagley from the January 17, 2018 City Council Meeting.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: February 7, 2018

NAME & TITLE: Ron Pitcock, Council Member

DEPARTMENT: City Council

ITEM

Approve excused absence request for Council Member Ron Pitcock from the February 7, 2018 City Council Meeting.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: February 7, 2018

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

DEPARTMENT: City Manager's Office

ITEM

Approve second and final reading of Ord. No. 18-01 establishing East Sunset Drive as a one-way street (eastbound) from March 1, 2018 to March 31, 2018.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

ORDINANCE 18-01

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS ESTABLISHING EAST SUNSET DRIVE AS A ONE-WAY STREET (EASTBOUND) FROM MARCH 1, 2018 TO MARCH 31, 2018; PROVIDING FOR PENALTY FOR VIOLATION; PROVIDING FOR CUMULATIVE AND CONFLICTS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, East Sunset Drive is a public road within the jurisdiction of the City; and

WHEREAS, Texas Transportation Code Section 542.202, (a) allows the City to designate a public road, within its jurisdiction, as a one-way road and require each vehicle on the road to move in one specific direction; and

WHEREAS, City Council finds that a significant number of university and college students who are released from their studies for Spring Break are attracted to the City; and

WHEREAS, City Council finds that the Spring Breakers cause increased vehicular traffic during the month of March in neighborhoods in northern areas of the City; and

WHEREAS, City Council finds this increase traffic to be of particular concern on East Sunset Drive, due to that street's width, and the allowance of on-street parking; and

WHEREAS, City Council finds the congested traffic conditions potentially could impede emergency service vehicles; and

WHEREAS, to improve traffic flow City Council finds it necessary to designate East Sunset as a one-way street (eastbound) beginning March 1, 2018 and ending March 31, 2018.

NOW THEREFOR BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS.

Section one. One-way designation. East Sunset Drive from its intersection with Gulf Blvd. to its intersection with Padre Boulevard is hereby designated as a one-way street beginning at midnight March 1, 2018 and ending at 11:59 p.m. on March 31, 2018; and, vehicular traffic shall move only in an eastbound direction during the designated time.

Section two. Signs. The director of Public Works is authorized and directed to place signs at every intersection on East Sunset Drive giving the public notice that the road is designated for one-way traffic. The Signs shall be erected and maintained beginning at on March 1, 2018 and shall be removed on March 31, 2018.

Section three. Penalty. Violation of this ordinance shall be a Class C misdemeanor and upon conviction for such violation the defendant shall be subject to fine not less than \$1.00 and not more than \$200.00.

5-45

Section four. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of South Padre Island, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

Section five. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section six. Publication. The City Secretary is authorized and directed to publish a caption of this ordinance.

Section seven. Effective Date. This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED ON FIRST READING THIS THE 17TH DAY OF JANUARY 2018.

PASSED AND APPROVED ON SECOND READING THIS THE 7TH DAY OF FEBRUARY 2018.

Dennis Stahl, Mayor

ATTEST:

Susan Hill, City Secretary

5-46

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

MEETING DATE: February 7, 2018

NAME & TITLE: David Travis, Building Official
Doug Fowler, Fire Chief

DEPARTMENT: Building Inspections/Fire

ITEM

Approve second and final reading of Ord. No. 18-02 amending Chapter 4, Article 1, Section 4-5(A), adoption of the standard codes by providing for the adoption of the current standard codes.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

ORDINANCE NO. 18-02

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 4, ARTICLE I, SECTION 4-5(A), ADOPTION OF THE STANDARD CODES BY PROVIDING FOR THE ADOPTION OF THE CURRENT STANDARD CODES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF UP TO FIVE HUNDRED DOLLARS (\$500.00) FOR EACH VIOLATION; PROVIDING FOR THE EFFECTIVE DATE; 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 of South Padre Island found that it is in the public interest to provide the most current model codes for construction; and

WHEREAS, It is intent of the City Council of South Padre Island to provide measures to protect public health, safety and welfare;

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

Section 1. Chapter 4, Buildings and Construction, Article 1, General, Section 4-5, Adoption of Standard Codes, Subsection A), of the City of South Padre Island Code of Ordinances is hereby amended and restated to read as follows:

Sec. 4-5 Adoption of Standard Codes.

A) The City adopts the 2015 International Building Code, 2015 International Residential Code without Section R313 (deleted), 2015 International Fire Code without Appendices L and M (deleted), 2015 International Mechanical Code, 2015 International Plumbing Code, 2015 International Fuel Gas Code, 2014 National Electrical Code, 2015 International Energy Conservation Code, 1997 Standard Housing Code, and the 1985 Unsafe Building Abatement Code and all other amendments thereto except as modified by the Code of Ordinances.

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 sub-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 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 ____ day of ____ 2018.

PASSED, APPROVED AND ADOPTED on Second Reading, the ____ day of ____ 2018.

ATTEST:

CITY OF SOUTH PADRE ISLAND,
TEXAS

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

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

MEETING DATE: February 7, 2018

NAME & TITLE: C. Alejandro Sanchez, P.E., CFM. - Public Works Director

DEPARTMENT: Public Works

ITEM

Approve second and final reading of Ordinance No. 18-03 amending Ordinance No. 04-13, which updates the Master Flood Hazard Prevention Ordinance to comply with the requirements of the National Flood Insurance Program (NFIP).

ITEM BACKGROUND

The City adopted the current Master Flood Hazard Prevention Ordinance on July 21, 2004. Recently FEMA re-evaluated flood hazards in our community and on June 4, 2015 the preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Maps (FIRM) were provided to the City for review. Subsequently, FEMA notified all cities of a 90-day appeal period. No appeals were submitted to FEMA, therefore they finalized the Flood Insurance Rate Maps.

Staff has been working with Charla Marchuk, FEMA representative for Region 6 in Denton, TX, to review and comment on our Master Flood Hazard Prevention Ordinance and suggestions were provided to staff to ensure that the updates were in compliance.

On February 16, 2018, the FIS and FIRM for our community will become effective. This ordinance amendment makes the necessary changes to comply with the re-evaluated FIS and new FIRM. The standards and changes are the minimum requirements that must be adopted before February 16, 2018 to continue eligibility in the National Flood Insurance Program.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

Goal 1: Preserving public health, safety and welfare.

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Changes/Corrections

1. Page 1 – Amend reference of authority
2. Page 3 - Two definitions added
3. Page 3 – Corrected flood plain to floodplain
4. Page 6 – Corrected typo
5. Page 9 – Amended Article 3, Section B to reference revised study and maps
6. Page 11 – Corrected Coordination Agency
7. Page 10 – Amended Article 4, Section B(10)
8. Page 20 – Corrected Irregardless to Regardless
9. Page 21 & 22 – Amended Article 8 to be consistent with State Law

Recommend approval as presented

ORDINANCE NO. 18-03

A MASTER FLOOD HAZARD PREVENTION ORDINANCE FOR THE CITY OF SOUTH PADRE ISLAND, TEXAS; PROVIDING FOR STATUTORY AUTHORIZATION, FINDINGS OF FACT, STATEMENT OF PURPOSE, METHOD OF REDUCING FLOOD LOSSES, DEFINITIONS, DEFINING THE LAND SUBJECT TO THE ORDINANCE, DISCLAIMER OF LIABILITY, APPOINTING THE CITY MANAGER AS THE FLOODPLAIN ADMINISTRATOR AND PROVIDING HIS DUTIES AND RESPONSIBILITIES, PERMIT PROCEDURE, VARIANCE PROCEDURE, PROVISION FOR FLOOD HAZARD REDUCTION, STANDARDS FOR SUBDIVISION APPROVAL, STANDARDS FOR SPECIAL REQUIREMENTS REGARDING FLOOR ELEVATION, ESTABLISHING A MINIMUM ELEVATION OF SIX (6) FEET ABOVE MEAN SEA LEVEL, AND REPEAL OF ORDINANCE 62C; PROVIDING FOR THE ENFORCEMENT OF THIS ORDINANCE AND PROVISIONS FOR A GENERAL PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN SUMMARY FORM.

WHEREAS, the CITY OF SOUTH ISLAND has heretofore enacted Ordinance No. 62C establishing a flood protection plan for the City of South Padre Island; and

WHEREAS, the City has been advised by the Federal Emergency Management Agency that they have developed a new master flood hazard prevention ordinance and that the City should adopt the same with such additional special requirements as believed to be in the best interests of the City by the City Council; and

WHEREAS, the City of South Padre Island is desirous of continuing to avail itself of the benefits of the National Flood Insurance Program, it is the opinion of the City Council that the new master flood hazard prevention ordinance, as furnished to them by the Federal Emergency Management Agency, should be adopted without material change or modification in order to avoid the loss of benefits of said program;

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

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACTS
PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in previous Article 8280-13, V.A.T.C.S., the Flood Control and Insurance Act, now codified in Texas Water Code Chapter 16, Subchapter I, Section 16.311 et. Seq., delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of South Padre Island, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

- (1) The flood hazard areas of the City of South Padre Island are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are created by the cumulative effect of obstructions in flood plains which cause an increase in flood heights and velocities, and by the *occupancy* of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed, or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this Ordinance to promote the public, health, safety and general welfare to minimize public and private losses due to flood conditions in specific areas of provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and,
- (7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, the Ordinance uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- (3) Control the alteration of natural flood plains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

Appeal – means a request for a review of the Flood Plain Administrator's interpretation of any provision of this Ordinance or a request for a variance.

Appurtenant Structure – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of Shallow Flooding – means a designated AO, AH, or VO Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard – is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AO, AH, AI-99, VO, VI-30, VE or V.

Base Flood – means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, AI-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

Basement – means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway Walls – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Coastal High Hazard Area – means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Critical Features – means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development – means any man-made change to improved or unimproved, real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated Building – means a nonbasement building (i) built, in the case of a building in Zones AI-3D, AE, A, A99, AO, AH, B, C, X and D, to have the top of the elevated floor, or in the case of a building in Zones VI-3D, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones AI-3D, AE, A, A99, AO, AH, B, C, X, D, “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones VI-3D, VE, or V, “elevated building” also includes a building otherwise meeting the definition of “elevated building”, even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of Section 60.3 (e) (5) of the National Flood Insurance Program regulations.

Existing Construction – means for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date, “Existing construction” may also be referred to as “existing structures.”

Existing Manufactured Home Park or Subdivision – means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion To An Existing Manufactured Home Park or Subdivision – means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of street and either final site grading or the pouring of concrete pads).

Flood Or Flooding – Means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM) – means an official map of community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study – is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, the water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

Floodplain or Flood-prone Area – means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain Management – means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations – means zoning ordinances, subdivision regulations, building code, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood Protection System – means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such as system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood Proofing – means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (Regulatory Floodway) – means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally Dependent Use – means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port

facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does include long-term storage or related manufacturing facilities.

Habitable Floor – means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not “habitable floor”.

Highest Adjacent Grade – means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure – means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior or;
 - (2) Directly by the Secretary of the Interior in states without approved programs.

Levee – means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System – means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance sound engineering practices.

Lowest Floor – means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage area other than a basement area is not considered a building’s lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Mangrove Stand – means a assemblage of mangrove trees which are mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or

more or the following species: black mangrove (*Avicennia Nitida*); red mangrove (*Rhizophora Mangle*); white mangrove (*Languncularia Racemosa*); and buttonwood (*Conocarpus Erecta*).

Manufactured Home – means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

Manufactured Home Park Or Subdivision – means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level – means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

New Construction – means, for the purpose of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park Or Subdivision – means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Primary Frontal Dune – means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational Vehicle – means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand Dunes – mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Start of Construction – (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a

structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on a property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure – means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial Damage – means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement – means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before “start of construction” of the improvement. This includes structures which have incurred “substantial damage”, regardless of the actual repair work performed.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or (2) Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

Texas Open Beaches Act – this statute, enacted by the Texas Legislature in 1959, prohibits encroachment by private owners on the area seaward of the line of vegetation in areas fronting on the Gulf of Mexico.

Variance – is a grant of relief to a person from the requirements of this Ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Ordinance. For full requirements see Section 60.6 of the National Flood Insurance Program regulations.

Violation – means the failure of a structure or other development to be fully compliant with the community’s flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3 (b) (5), (c) (4), (c) (10), (d) (3), (e) (2), (e) (4), or (e) (5) is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation – means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES:

This Ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of South Padre Island.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Cameron County, Texas and Incorporated Areas," dated February 16, 2018, with accompanying Flood Insurance Rate Maps (FIRM) dated February 16, 2018, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT:

A development permit shall be required to ensure conformance with the provisions of this Ordinance.

SECTION D. COMPLIANCE:

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of the Ordinance and other applicable regulations and ordinances.

SECTION E. ABROGATION AND GREATER RESTRICTIONS:

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance and other conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION:

In the interpretation and application of this Ordinance, all provisions shall be (1) considered as minimum requirements; (2) liberally constructed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY:

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of City of South Padre Island or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

ARTICLE 4

ADMINISTRATION

DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Manager or City Manager designee is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to flood plain management.

SECTION B. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this Ordinance;
- (2) Review permit application to determine whether proposed building site will be reasonable safe from flooding.
- (3) Review, approve or deny all applications of development permits required by adoption of this Ordinance;
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those. Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) The Floodplain Administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a Federal, State, or other source, in order to administer the provision of Article 5.
- (9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all of the provisions required by Section 65.12 for a conditional FIRM revision through FEMA.

SECTION C. PERMIT PROCEDURES:

- (1) Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not limited to plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed structures, and the location of the foregoing in relation to areas of special flood-hazard. Additionally, the following information is required:
 - a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any non-residential structure shall be floodproofed;

- c. A certificate from a registered professional engineer or architect that the non-residential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);
 - d. Description of the extent to which any watercourse of natural drainage will be altered or relocated as a result of proposed development.
 - e. Maintain a record of all such information in accordance with Article 4, Section (B) (1).
- (2) Approval or denial of a Development permit by the Floodplain Administrator shall be based on all of the provision of this Ordinance and the following relevant factors:
- a. The danger to life and property due to flooding and or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems.
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of waterfront locations, where applicable;
 - i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - j. The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. VARIANCES PROCEDURES:

- (1) The City Council shall hear and render judgment on requests for variances from the requirements of this ordinance.

- (2) The City Council shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement of administration of this Ordinance.
- (3) Any person or persons aggrieved by the decision of the City Council may appeal such decision in the courts of competent jurisdiction.
- (4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this Ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Ordinance (Article 1, Sections C).
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- c. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest flood elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D1-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS:

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamics and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials and resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharges from the systems into flood waters; and,

- (7) On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding

SECTION B. SPECIFIC STANDARDS:

In all areas of special floodhazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (4) the following provisions are required:

- (1) Residential Construction – New Construction and substantial improvement of any residential structure shall have the lowest floor, (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of the subsection, as proposed in Article 4, Section C (1) (a) is satisfied.
- (2) Non-residential Construction – New Construction or substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to the level of the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
- (3) Enclosures – new construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum of two openings having to total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes

- a. Require that all manufactured homes to be placed within Zone A, shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within Zones AI-3D, AH, and AE on the community's Firm on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones AI-3D, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of the section be elevated so that either:
 - (i) The lowest floor of the manufactured home is at or above the base flood elevation, or
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- (5) Recreational Vehicles – Require that recreational vehicles placed on sites within Zones AI-3D, AH and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (I), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

- (1) All subdivision proposals including manufactured home parks and subdivisions shall be consistent with Article 1, Section B, C, and D of this ordinance.
- (2) All proposals for the development of subdivisions including manufactured home parks and subdivisions shall meet Development Permit requirements of Article 3, Section C; and the provisions of Article 5 of this ordinance.
- (3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.
- (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals including manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (-AO / AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding.

These areas have special flood hazards-associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures:
 - (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;
 - (ii) together with attendant utility and sanitary facilities be designated so that below the base flood level the structure is watertight with walls substantially impermeable to

the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

- (3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C (1) a., are satisfied.
- (4) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION E. COASTAL HIGH HAZARD AREAS

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as Coastal High Hazard Areas (Zones V1-30, VB and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this ordinance, the following provisions must also apply:

- (1) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.
- (2) All new construction shall be located landward of the reach of mean high tide.
- (3) All new construction and substantial improvements shall be elevated on pilings and columns so that:
 - (i) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level;
 - (ii) the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (3) (i) and (ii) of this Section.

- (4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 or no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (i) breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - (ii) the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all buildings components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be usable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.
- (5) Prohibit the use of fill for structural support of buildings.
 - (6) Prohibit man-made alteration of sand dunes and mangrove stands which would increase potential flood damage.
 - (7) Manufactured Homes

Require that manufactured homes placed or substantially improved within Zone VI-3D, V, and VE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (1) through (6) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones VI-3D, V, and VE on the community's FIRM meet the requirements of Article 5, Section B (4) of this ordinance.

(8) Recreational Vehicles

Require that recreational vehicles placed on sites within Zones VI-3D, V, and VE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the requirements in Article 3, Section C of this ordinance and paragraphs (1) through (6) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently additions.

ARTICLE 6

SPECIAL REQUIREMENTS WITHIN THE CITY OF SOUTH PADRE ISLAND

Regardless of any provision contained herein to the contrary, all structures will meet the following minimum authorization requirements, to-wit;

SECTION A.

No habitable floor of any structure may have a finished elevation of less than the required elevation established by the FIRM map.

SECTION B.

All other structures of any nature must finish floors to a minimum of six (6) feet above mean sea level, but, and in no event, may the finished bottom floor of the structure be less than 12" above the street crown upon which said structure fronts.

SECTION C.

There shall be no zones within the City that have a permissible elevation of less than six (6) feet above mean sea level, and if any proposed map shall allow any elevation less, then this requirement of six (6) feet minimum elevation shall be met.

SECTION D.

Before any Certificate of Occupancy issued by the City of South Padre Island, the City Manager and/or the Building Department of the City of South Padre Island may require a certification from a licensed engineer or surveyor of the elevation of the finished floors, and if the same are not in compliance with this Ordinance and all other Ordinances of the City, then in that event, no Certificate of Occupancy may be issued.

ARTICLE 7

This Ordinance replaces, supersedes and repeals Ordinance No. 62B heretofore enacted by the City of South Padre Island, Texas.

ARTICLE 8

A. VIOLATIONS AND PENALTIES:

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to all civil, criminal and enforcement actions to which the City is authorized to employ pursuant to State law and upon any criminal conviction shall be fined not more than five hundred dollars (\$500.00) for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

B. RIGHT OF ENTRY:

- (a) In addition to any necessary and reasonable actions authorized by law, the City may abate a violation of a floodplain management ordinance by causing the work necessary to bring real property into compliance with the ordinance, including the repair, removal, or demolition of a structure, fill, or other material illegally placed in the area designated as a floodplain, if:
 - (1) the City gives the owner reasonable notice and opportunity to comply with this ordinance; and
 - (2) the owner of the property fails to comply with this ordinance.
- (b) The City may assess the costs incurred by the City under Subsection (a) against the property. The City has a lien on the property for the costs incurred and for interest accruing at the annual rate of 10 percent on the amount due until the City is paid.
- (c) The City may perfect its lien by filing written notice of the lien with the county clerk of Cameron County. The notice of lien must be in recordable form and must state the name of each property owner, if known, the legal description of the property, and the amount due.

- (d) The City's lien is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the municipality's lien attaches, if the mortgage lien was filed for record before the date the municipality files the notice of lien with the county clerk. The City's lien is superior to all other previously recorded judgment liens. The Floodplain Administrator, or his duly authorized representative, may enter any building, structure, or premises to perform any duties imposed upon him by this regulation.

C. STOP WORK ORDERS:

Upon notice from the Floodplain Administrator that work on any building, structure, dike, bridge, or any improvement which would affect water drainage, is being done contrary to the provisions of this regulation, or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, no written notice shall be required to be given by the Floodplain Administrator, provided, written notice shall follow within twenty-four (24) hours from the time oral notice to stop work is issued.

D. REVOCATION OF PERMIT:

The Floodplain Administrator may revoke a permit or approval issued under the provisions of this regulation, in cases where there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

ARTICLE 9

If any section, paragraph, subdivision, clause, phrase, or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

This Ordinance shall become effective when published in summary form according to law.

PASSED, ADOPTED and APPROVED on First Reading, this the ____ day of _____, 2018.

PASSED, ADOPTED and APPROVED on Second Reading, this the ____ day of _____, 2018.

CITY OF SOUTH PADRE ISLAND, TEXAS

Dennis Stahl, Mayor

ATTEST:

Susan Hill, City Secretary

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

MEETING DATE: February 7, 2018

NAME & TITLE: C. Alejandro Sanchez, P.E., CFM. - Public Works Director

DEPARTMENT: Public Works

ITEM

Approve second and final reading of Ordinance 18-04 establishing a "No Parking" Zone on the south side and on the first 100 feet on the north side of the 200 Block of West Swordfish Street.

ITEM BACKGROUND

With redevelopment of the old "Jim's Pier" property and boat ramp at this location, it has resulted in an increase in truck/boat traffic and parking in this area. This has caused difficulties for vehicles trying to back in to launch boats and maneuver onto West Swordfish (west of Laguna Boulevard).

Also, vehicles frequently block the property access driveway along the north side. If vehicles are parked on the south side of West Swordfish, the roadway is narrowed to an unsafe width for driving including access for emergency vehicles.

This ordinance will restrict parking on the south side of West Swordfish Street and the first 100 feet West of Laguna Boulevard on the north side of the street. The parking spaces on the north side of the street near the bay are within the public right-of-way and will be marked as such.

BUDGET/FINANCIAL SUMMARY

Estimate: \$ 350/ea. Approx. 4 needed = \$1,400.00
From Existing Budget
543-0112: \$10,000 available

COMPREHENSIVE PLAN GOAL

Goal 1: The City shall provide for the safe, efficient movement of people and goods.

LEGAL REVIEW

Sent to Legal: YES: X

NO:

Approved by Legal: YES: X

NO:

Comments:

RECOMMENDATIONS/COMMENTS

Approve second reading of ordinance.

ORDINANCE NO. 18-04

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY ADDING SECTION 18-19.5 PROVIDING RESTRICTED PARKING ON THE SOUTH SIDE AND ON THE FIRST 100 FEET ON THE NORTH SIDE OF THE 200 BLOCK OF WEST SWORDFISH STREET.

WHEREAS, redevelopment of the old “Jim’s Pier” property has resulted in increased traffic in this area and resulted in difficulties for vehicles maneuvering on this area;

WHEREAS, vehicles frequently block property access driveways along the north side of the street;

WHEREAS, the City Council finds that Section 18-19.5 of Chapter 18 should be added to provide for a safe, efficient movement of people and goods; and

WHEREAS, it is the City Council’s intent to encourage the free flow of traffic and improve safety.

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

Section 1. Chapter 18 of the Code of Ordinances of the City of South Padre Island is hereby amended by adding in its entirety Sec. 18-19.5 with the language that follows:

Sec. 18-19.5 Restrictive Parking along the south side and the first 100 feet of the north side of the 200 Block of West Swordfish Street.

(A) No person shall park a vehicle in or on the south edge of the street to the south Right-of-Way line of the street along the 200 Block of West Swordfish Street.

(B) No person shall park a vehicle in or on the first 100 feet on the north edge of the street to the north Right-of-Way line of the street along the 200 Block of West Swordfish Street.

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. 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.

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Section 4. Any violation of the above mentioned sub-section of Chapter 18 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 5. This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the ____ day of _____, 2018.

PASSED, APPROVED AND ADOPTED on Second Reading, the _____ day of _____, 2018.

ATTEST:

**CITY OF SOUTH PADRE ISLAND,
TEXAS**

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

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

MEETING DATE: February 7, 2018

NAME & TITLE: Doug Fowler, Fire Chief

DEPARTMENT: Fire

ITEM

Approve second and final reading of Ord. No. 18-06 amending Article IV, Sec. 2-75 of Chapter 2 of the Code of Ordinances pertaining to fees for Emergency Medical Services.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

ORDINANCE NO. 18-06

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING ARTICLE IV, SEC. 2-75 OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND PERTAINING TO FEES FOR EMERGENCY MEDICAL SERVICES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, 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. Article IV, Sec. 2-75 of Chapter 2 of the Code of Ordinances of the City of South Padre Island pertaining to fees for City services is hereby amended as follows:

'ARTICLE IV

Sec. 2-75 Fee Schedule for All City Services

A fee is hereby established for the City services described as follows:

Administrative Services

Copies and/or printouts, up to 8-1/2''x14''	\$.10/page after first 10 pages
Personnel (Labor)	
	\$15/hour after the 1st hour
Diskettes/CD's	\$1/each
Envelopes (Small)	\$1/each
Envelopes (Large)	\$2/each
Postage	Actual cost
Oversize paper copy (11'x17", Green/Blue bar)	\$.50/page after first 10 pgs
Mylar (depending on thickness)	\$.85 to \$1.35/linear foot
Blueprint/Blue line paper (all widths)	\$1 linear foot
DVD	\$5.00
Municipal Court Online Payment Fee	\$3.00
Public Facility Use Fee	\$50.00 /hour

Development Services

City zoning maps	\$150.00
GIS service	\$75.- per hour
Zoning verification letter	\$25.00
Variance	\$250.00
Master Plan	\$250.00
Planned Development District	\$1,000.00
Specific Use	\$250.00
Zoning Case postponement	\$250.00
Rezoning - residential	\$1,000.00
Rezoning - commercial	\$1,000.00

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Subdivision fees-preliminary plat	\$750.00
Subdivision fees-final plat	\$750.00
Subdivision fees preliminary-re-plat	\$500.00
Subdivision fees final re-plat	\$500.00
Subdivision fees - preliminary/final re-plat	\$500.00

Police Department

Temporary taxi permit	\$100.00
Taxi drivers permits	\$25.00
Wrecker service permit application	\$100.00
Fingerprints	\$25.00
Golf Cart permits	\$50.00
Golf Cart permit renewal	\$25.00
Security Officer	\$30.00/hour

Fire Department

Fire Alarms Systems Permit	\$50.00
Private Fire Hydrants	\$50.00
Condominiums	\$100.00
Hotels / Motels	\$100.00
Apartments	\$100.00
Permit fee Fire Sprinklers & Standpipe Systems	\$50.00
Inspection Fire Alarms systems (existing systems)	\$50.00
Inspection Fire Sprinklers & Standpipe system	\$50.00
New Fire Hydrant	\$100.00
Inspect tie- in Fire Sprinkler & Standpipe Systems	\$100.00
Review of Building Fire Protection Plans	\$10 per floor/min chg \$50
Storage Tanks Permit\Inspection	\$75.00
Re-Inspection	\$50.00
Business Buildings Annual Fire Safety Inspection	\$50.00
Burning Permits	\$50.00
Initial Fire Safety Inspection	\$100.00
<u>Propane tank installation permit fee (post installation)</u>	<u>\$200.00</u>
Propane tank inspection	\$100.00
Temporary Tank Permit\Inspection	\$100.00
Temporary Structure (tents, portable buildings)	\$30.00
Fire System modification	\$100.00
Fire Hydrant flow test	\$25.00
Fire Hydrant Contractor use Permit	\$200.00
Certificate of Occupancy Inspection	\$50.00
Re-Inspection for Certificate of Occupancy	\$30.00
Lab\Clinics Inspection	\$100.00
Restaurant Fire Extinguishing Hood System	\$50.00
Fire System Hydro test	\$50.00

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Fireworks Display Permit	\$200.00
Fire Reports	\$10.00
False Alarms 2 nd Call Thereafter	\$200.00
Review Evacuation Route & Fire Drills	\$50.00
Advanced Life Support (resident)	\$650.00
Advanced Life Support (non-resident)	\$850.00
Advanced Life Support 2 (resident)	\$650.00
Advanced Life Support 2 (non-resident)	\$1,000.00
Basic Life Support (resident)	\$650.00
Basic Life Support (non-resident)	\$700.00
Oxygen	\$50.00
Definitive Care* (Treatment with IV or meds, no transport)	\$100.00
Mileage	\$12.00
Special event standbys:	
• <u>EMT & Beach Patrol</u>	<u>\$30.00</u>
• <u>Ambulance with 2 personnel (\$100hr. w/4hr min.)</u>	<u>\$400.00</u>
Environmental Health Services	
Health inspections (annual food service)	\$100.00
Re- inspections for health permits	\$50.00
Temporary health inspections:	\$10.00 daily
<u>Annual Permit for temporary vendors (Oct-Sep):</u>	<u>\$100.00</u>
<u>Mobile Food Unit Health Permit Applications</u>	
• <u>Peak Season (Mar-Aug)</u>	<u>\$500.00</u>
• <u>Off Peak Season (Sep-Feb)- monthly</u>	<u>\$100.00</u>
• <u>Annual Permit (Optional)</u>	<u>\$1,800.00</u>
<u>Natural Habitat Lot Application fee-New</u>	<u>\$75.00</u>
<u>Natural Habitat Lot Application fee-Renewal</u>	<u>\$50.00</u>
<u>Natural Habitat Lot Application fee-Optional Fee Payment</u>	
• <u>Mowing R-O-W</u>	<u>\$35.00</u>
• <u>Mowing Perimeter</u>	<u>\$25.00</u>
• <u>Mowing R-O-W & Perimeter</u>	<u>\$50.00</u>
• <u>Post and Rope: 50 foot</u>	<u>\$350.00</u>
• <u>Post and Rope: 100 foot</u>	<u>\$700.00</u>
• <u>Post and Rope: 150 foot</u>	<u>\$1,050.00</u>
Reprint of Health permit	\$10.00
Special Events cooking food stand	\$10.00
Umbrella permit-new application	\$100.00
Umbrella permit-yearly renewal	\$100.00
Garment inspections	\$100.00
Mowing administrative cost	\$100.00 per invoice

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	\$5 for first one and \$2 ea.
Heimlich poster fee	add'l
Plan review fee	\$100.00
Animal trap deposit	\$20.00

Building Department

	\$7 per \$1000 value, min.
Building permits	25.00
Electrical	\$50.00
Plumbing	\$50.00
Mechanical/AC	\$50.00
Demolition	\$100.00
Development	\$50.00
Fence	\$50.00
House moving	\$200.00
Lawn irrigation	\$50.00
Painting	\$25.00
Swimming pools	\$7 per \$1000
Right-of- way	\$50.00
Sign	\$50.00
Special Event	\$250.00
Temporary structure	\$100.00
Temporary parking lot	\$100.00
Re-inspection	\$25.00
City Maps	\$25.00
Special Events Permit (Temp Parking)	\$100.00
Special Events Permit (Not Spring Break)	\$250.00
Sandblasting	\$200.00
Shade Device permit	\$50.00

Beach Maintenance

Beach & dune permits that require state/council approval	\$350.00
Vehicle beach use permits	\$25.00
Special Events Permit (Beach)	\$250.00
Special Events Permit (Beach Weddings)	\$25.00

Community Center

Single private non-alcohol event reserving the full building	\$50.00/hr
Fee for small meeting room non-alcohol event	\$25.00/hr
Add'l fee for approved event reservation w/alcohol (beer/wine)	\$200.00

A per hour fee will be assessed for any time over & above reservation period. Community Center Rental fees are non-refundable

Convention Center

Lobby Rental	\$400/day
Exhibit Hall	\$2,500 /day

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Theater	\$650/day
Rooms 101-104 (separately)	\$250/day
Rooms 201&203 (separately)	\$250/day
Room 202	\$400/day
Sun Terrace	\$400/day
Entire Facility	\$5,000/day
	\$0.15 black & white, \$0.25 color
Copies	
Copies	\$.50 oversized
10X10 Booth with skirted table, 2 chairs	\$65/day
	Adv. \$45/Floor order
Electricity 0-20 AMPS	\$55/day
Flat Fee Electrical-dependent on no. of booths, days of use	\$100-600
	Advance \$10, Floor Order
Table rental	\$15/day
	Advance \$5, Floor Order
Molded Chair	\$10/day
	Advance \$8, Floor Order
Upholstered Chair	\$12/day
	Advance \$15, Floor Order
Skirting	\$20/day
Miscellaneous Extension Cords	\$25/day
	Advance \$50, Floor Order
Telephone (per line)	\$60
Hanging banners less than 10 feet in length	\$25 plus forklift/Oper. fee
Same as above but using high lift to hang from ceiling	\$50 plus high lift/Oper. fee
Banners longer than 10 feet	\$10/foot /banner
Fork Lift with Operator	\$40/hour
High Lift with Operator	\$60/hour
Reusable Bags-advance notice required	\$1.00 each
36x24 poster w/board-advance notice required	\$15.00 and up each"

Emergency Medical Charges

BLS N-Emergency Trans	\$ 850.00
ALS1 Emergency Trans	\$1,200.00
ALS-N Emergency Trans	\$850.00

Mileage \$25.00

911 Aid Call Wait Time \$50.00

Routine Supplies

Pulse Oximetry	\$85.00
Non Sterile Gloves (pair)	\$9.00

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Oxygen/Airway

Oxygen	\$115.50
Oxygen Mask/Nasal Can	\$50.00
Non-rebreather Mask	\$45.00
Nebulizer	\$28.50
BVM	\$50.00
Endotracheal Tube	\$28.00
Combitube	\$105.00
ETCO2 Detector	\$13.00
Suctioning	\$350.00
Intubation	\$350.00
Airway Maintenance	\$400.00
CPAP Airway Press Vent	\$350.00
CPAP Circuit	\$250.00

Other Specialized

Chest Decompression	\$275.00
CPR	\$350.00
Defib/Cardioversion	\$500.00
Extra Attendant-CPR	\$75.00
Extra Attendant-Ventilation	\$75.00
Chest Decompression Kit	\$50.00
Rapid Sequence Induction	\$275.00

IV Therapy

IV Therapy	\$105.00
IV Normal Saline 500ml	\$60.00
IV Normal Saline 1000ml	\$75.00
Start Kit	\$95.00
Venigard	\$6.00
Drip Set	\$85.00

Cardiac Monitoring

EKG Monitoring w/Interp.	\$300.00
EKG Electrodes (pkg)	\$25.00
Defibrillation	\$250.00
Misc. EKG Supplies	\$5.00

Immobilization

Spinal Immobilization	\$250.00
Backboard	\$90.00
Cervical Collar	\$75.00
Head Blocks	\$80.00
Splints	\$75.00

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Traction Splint	\$60.00
K.E.D.	\$150.00
Immobilization Procedure	\$225.00
Extrication	\$300.00
CPR Head Bed	\$50.00
Pelvic Sling	\$45.00
Spider Webbing	\$45.00
Pedi-Mate	\$85.00

Bleeding Control/Dressing

Bleeding Control Proc.	\$125.00
Trauma Dressing	\$15.00
Burn Sheet	\$30.00
Occlusive Dressing	\$15.00

Blood Sugar Reading

Glucose Monitor	\$40.00
Glucose Lancets	\$1.50
Glucose Stix	\$8.00
Glucose Bandage	\$1.00
Glucose Supplies	\$29.00

IV Therapy (cont)

Extension Set	\$15.00
Blood Y-Tubing	\$24.00
14-24 Gauge Catheter	\$190.00
Huber Needle	\$40.00
Intraosseous Needle	\$175.00
Syringe 1cc-10cc	\$20.00

Pharmaceuticals

Adenosine 3 mg/ml 2 ml	\$178.50
Albuterol 0.083% 3 ml	\$30.00
Aspirin 81mg/tablet	\$4.00
Atropine 1 mg 10 ml	\$66.50
Atrovent 0.5 mg/2.5 ml	\$17.00
Benadryl 50 mg/ml 1ml	\$20.00
Dextrose 50% 50 ml	\$41.00
Epi-Injector-Adult Dose	\$96.00
Epi-Injector-Pedi Dose	\$96.00
Epinephrine 1:1,000 1 ml	\$31.00
Epinephrine 1:10,000 1 ml	\$35.00
Furosemide 40 mg 4 ml	\$22.00
Lactated Ringers 1000ml	\$84.00
Lidocaine 100mg 5ml	\$19.00

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Lidocaine Prei-mix 0.4% ml	\$72.00
Morphine Sulfate	\$17.00
Naloxone 1 mg/ml 2mg	\$102.00
Nitroglycerin Tab/Spray	\$18.00
Oral Glucose	\$19.00
Sodium Bicarbonate	\$31.00
Valium	\$12.00

Infection Control

Mask with Shield	\$20.00
Isolation Kit/Gown/Cap	\$49.00
Goggles	\$25.00
Biohazard Bag	\$8.00

Miscellaneous

O.B. Kit	\$73.00
Cold Pack	\$20.00
Hot Pack	\$20.00
Sterile Water	\$10.00
Emesis Bag/Basin	\$9.00
Decontamination of Unit	\$35.00
Emergency Communication Fee	\$200.00

*These charges are for insurance billing. These charges will not affect co-pays for Medicare recipients nor will the affect citizens with Medicaid. Citizens with no insurance will be given private pay discounts.

Section 2: This ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith and the fees established in Section 1 above supersede or replace any fee previously enacted or imposed.

Section 3: If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

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

PASSED, APPROVED AND ADOPTED on First Reading, the ____ day of _____ 2018.

PASSED, APPROVED AND ADOPTED on Second Reading, the ____ day of _____ 2018.

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ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

Susan Hill, City Secretary

Dennis Stahl, Mayor

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

MEETING DATE: February 7, 2018

NAME & TITLE: Randy Smith, Chief of Police

DEPARTMENT: Police

ITEM

Approve and authorize the Chief of Police to sign a Memorandum of Understanding Addendum/Multidisciplinary Team Enhancement – Statewide Intake Reports between the City of South Padre Island Police Department and Cameron County Children’s Advocacy Centers, Inc.

ITEM BACKGROUND

South Padre Island Police Department’s participation in this program is aimed at achieving the following:

- *to proactively strengthen and sustain the children’s advocacy center multidisciplinary team;
- *to fortify the overall multidisciplinary component within the children’s advocacy center to ensure effective communication, coordination, and collaboration at all stages of child abuse cases; and
- *to ensure timely access to the full array of children’s advocacy center/multidisciplinary team services for all children within the children’s advocacy center’s official service area and existing protocol case criteria.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Recommend approval.

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Memorandum of Understanding Addendum Multidisciplinary Team Enhancement – Statewide Intake Reports

We the undersigned agencies, by and through our supervisory heads and through our designated representatives, do agree to the following policy supporting the implementation and operation of the Multidisciplinary Team Enhancement – Statewide Intake initiative of the Cameron County Children's Advocacy Centers, Inc.

Whereas, we acknowledge that the multidisciplinary team approach is at the core of the children's advocacy center model, and therefore commit to participation in the Multidisciplinary Team Enhancement – Statewide Intake initiative with the intent to achieve the following goals:

- to proactively strengthen and sustain the children's advocacy center multidisciplinary team;
- to fortify the overall multidisciplinary component within the children's advocacy center to ensure effective communication, coordination, and collaboration at all stages of child abuse cases; and
- to ensure timely access to the full array of children's advocacy center/multidisciplinary team services for *all* children within the children's advocacy center's official service area and existing protocol case criteria.

Whereas, we recognize that one of the primary tools to be utilized in the achievement of the aforementioned goals will be intake reports generated by Department of Family and Protective Services (DFPS) Statewide Intake and delivered to the children's advocacy center. We understand that the children's advocacy center's role in reviewing the reports is to review and identify Statewide Intake reports within the case acceptance criteria as defined by the children's advocacy center's Working Protocol, and facilitate children's advocacy center/multidisciplinary team services related to case investigation, assessment, and intervention.

Whereas, we understand that the children's advocacy center's access to the Statewide Intake reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the children's advocacy center or any multidisciplinary team partner agency as it relates to initiating and conducting investigations, assessments, and/or interventions. No part of the Multidisciplinary Team Enhancement – Statewide Intake initiative supplants any statutorily required duties of the children's advocacy center or any multidisciplinary team partner agency.

Whereas, we acknowledge that all intake reports provided by DFPS Statewide Intake to the CAC are the property of DFPS and not the CAC. Because these intake reports are legally the property of DFPS and the CAC receives only a copy of the intake report that DFPS sends to the appropriate law enforcement agency, the CAC will follow its own organizational Records Retention Policy as it relates to client and case file information when determining how and when intake reports will be retained or destroyed. The CAC's multidisciplinary partner agencies, including but not limited to DFPS, law enforcement, and prosecution agencies, shall have access to the CAC's Records Retention Policy to ensure they are informed of the CAC's practice as it relates to the retention and destruction of intake reports.

Whereas, we understand that this addendum does not replace or supersede the children's advocacy center's current, executed memorandum of understanding to which this addendum is made.

All State and Federal confidentiality laws will be followed in connection with this agreement. This agreement can be terminated by any party without cause by giving written notice to the other parties.

**Memorandum of Understanding Addendum
Multidisciplinary Team Enhancement – Statewide Intake Reports**

We the undersigned have reviewed and accepted the attached Cameron County Children's Advocacy Centers, Inc. Memorandum of Understanding Addendum pertaining to the MDT Enhancement – Statewide Intake initiative. We hereby approve of the contents and agree, on behalf of our respective agencies, to abide by the goals, objectives and activities addressed therein.

Signature

Date

Printed Name

South Padre Island Police Chief
Title/Agency

Signature

Date

Printed Name

Title/Agency

Signature

Date

Printed Name

Title/Agency

Signature

Date

Printed Name

Title/Agency

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

MEETING DATE: February 7, 2018

NAME & TITLE: Mark Shellard, IT Director

DEPARTMENT: IT

ITEM

Approve a budget amendment in the amount of \$25,562.16 for the purchase of iNet Sentry mini Surveillance pods for the Emergency Operations Center.

ITEM BACKGROUND

iNet Security and Surveillance, Inc in San Antonio builds Sentry Surveillance pods for safety and security. With these sentry pods we will be able to move the cameras where needed so that our Emergency Operations Center can have good visibility over our City. iNet Security and Surveillance are the sole makers of this product. The fact that this pole-mounted camera is portable, means that for years to come we will be able to utilize this technology wherever it is needed.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-515-1004 by \$25,562.16

The current level of excess reserves is approximately \$970,000

COMPREHENSIVE PLAN GOAL

Chapter VIII. Public Safety Goal 1. The City should continue to support the needs of the Police and Fire Departments to ensure adequate protection of the population.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Inet Security and Surveillance, Inc.
9706 Interstate 35 N
San Antonio, TX 78233
(210)822-6400
steve@inetsas.com
www.inetsas.com



ESTIMATE

ADDRESS

Mark Shellard
4601 Padre Blvd
South Padre Island, Texas
78597 USA

SHIP TO

Mark Shellard
4601 Padre Blvd
South Padre Island, Texas
78597 USA

ESTIMATE # 1066694**DATE** 07/10/2017**EXPIRATION DATE** 03/31/2018**SHIP VIA**

Hand Delivered

PO

ACTIVITY	QTY	RATE	AMOUNT
ISentry Smart 2 PTZ-UB Inet iSentry Mini - Includes Outdoor NEMA Rated Enclosure 24"X12"X10", custom pole mount, (2) iSentry Series 3MP Low Light Day/Night Outdoor Pan/Tilt/Zoom Cameras with 20X optical Zoom Lens, wall mount, WDR, 3D DNR, HLC, Smart IR, VCA Line Cross and Intrusion Detection, Up to 165 ft (50 m) IR Distance and H.265+ Video Compression . Includes 5 port managed industrial grade POE switch, redundant 48VDC power supply, 2.5A 12VDC power supply, 110VAC power conditioner, 15A circuit breaker, power distribution, 60 second timer, microphone, siren with strobe, LED and (1)Pepwave Modem 4G LTE AT&T with Static IP. Please see below for recurring fees.	3	6,495.00	19,485.00T
CPole-16 16 Foot 4"X4" Steel Camera mount pole with 18" square base. Powered coated black surface.	3	969.00	2,907.00T
CPole-PAD 4'X4'X6" Concrete Pad for 12' Camera Pole	3	625.00	1,875.00T
100 Valued Customer Discount	3	-1,300.00	-3,900.00T
ISentry Setup Delivery, Setup and Training	3	500.00	1,500.00T
Vehicle Mileage Vehicle Mileage	608	0.52	316.16T
ATT Pepwave MAX BR1 Mini with North America 3G/4G/LTE Modem with Antennas and Power Supply	1	499.00	499.00T
100 12 Months of 4G LTE Unlimited High Speed Internet Service	3	960.00	2,880.00T

5-93

Acceptance requires one half of total bid amount in advance and the remaining balance upon completion. Products and Services not listed in this bid document will be billed at the time of completion. All products listed carry a minimum one year manufacturers warranty unless otherwise noted. Labor is warranted by Inet for 120 days from the date of service.

SUBTOTAL	25,562.16
TAX (0%)	0.00
TOTAL	\$25,562.16

Accepted By

Accepted Date

5-94

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

MEETING DATE: February 7, 2018

NAME & TITLE: C. Alejandro Sanchez, P.E., CFM. - Public Works Director

DEPARTMENT: Public Works

ITEM

Public hearing, discussion and action regarding second and final reading of Ordinance No. 18-05 to amend Section 4-2.3 of Chapter 4 (Building and Construction) and Section 23.15 of Chapter 23 (Subdivision Regulations) adding for an option of a sidewalk in-lieu fee to be used by the City to accommodate neighboring development patterns.

- a. **PUBLIC HEARING:** to discuss amending Section 4-2.3 of Chapter 4 (Building and Construction) and Section 23.15 of Chapter 23 (Subdivision Regulations) adding for an option of a sidewalk in-lieu fee to be used by the City to accommodate neighboring development patterns.
- b. Consideration and action on approval of Ordinance after Public Hearing is closed.

ITEM BACKGROUND

The City adopted Chapter 4 (Building and Construction) and Chapter 23 (Subdivision Regulations) of the Code of Ordinances whereby requiring sidewalks to be built on new construction and/or replatted projects. Requiring the builder/developer to install the sidewalk during the building or subdivision process could cause future conflicts.

By providing an option of a sidewalk in-lieu fee, these funds can be deposited into a "sidewalk fund" account where the funds can be used to install sidewalks anywhere in the City.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

Goal 1: Develop walking paths that are coordinated with street infrastructure.

LEGAL REVIEW

Sent to Legal: YES: X
Approved by Legal: YES: X

NO: _____
NO: _____

RECOMMENDATIONS/COMMENTS

Recommend approval as presented

ORDINANCE NO. 18-05

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY REVISING SECTION 4-2.3 PROVIDING EXCEPTIONS TO THE REQUIREMENTS OF A SIDEWALK INSTALLATION; BY ADDING SECTION 4-2.4 PROVIDING AN ALTERNATIVE PAYMENT METHOD IN-LIEU OF SIDEWALK INSTALLATION; AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY ADDING SECTION 23.15(E) PROVIDING A PROVISION OF SIDEWALK IN-LIEU FEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; PROVIDING FOR SEVERABILITY; AND AUTHORIZING THE PUBLICATION IN CAPTION FORM.

WHEREAS, the City of South Padre Island has heretofore adopted Chapter 4 (Building and Construction) and Chapter 23 (Subdivision Regulations) of the Code of Ordinances;

WHEREAS, the City Council finds that both Section 4-2.3 of Chapter 4 and Section 23.15 of Chapter 23 Code of Ordinances should be amended to accommodate neighborhood development patterns; and

WHEREAS, if a developer or builder is required to install a sidewalk on property they are proposing for development, the City may have future plans that do not compliment or coincide with the new sidewalk; and

WHEREAS, it is the City Council's intent to promote orderly development through this amendment.

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

Section 1. Chapter 4 of the Code of Ordinances of the City of South Padre Island is hereby amended by replacing in its entirety the existing language in Sec. 4-2.3 with the language that follows:

Sec. 4-2.3 Install a sidewalk

(A) Installation required. Whenever a building permit is issued for the construction of any structure on a vacant lot or tract the building permit applicant shall be required to install a sidewalk in the right-of-way between the property line and the edge of the street and the sidewalk shall be constructed: (i) in compliance with the Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island; and (ii) at such location and pursuant to such plans required by the Public Works Director.

- (B) Payment of fee in lieu of sidewalk installation. In lieu of installing a sidewalk, as required by the subsection immediately above, a building permit applicant may request to pay a fee. The request to pay the fee in lieu of sidewalk installation shall be submitted in writing with the building permit application and shall be submitted in the manner prescribed in Sec. 23.15 (E).

Section 2. Chapter 23 of the Code of Ordinances of the City of South Padre Island is hereby amended to add a new Sec. 23.15 (E), which shall read as follows:

Sec. 23.15 (E) Sidewalk In-Lieu Payment.

- (1) A fee in-lieu of sidewalk installation fund is hereby established.
 - (a) The fee in-lieu of sidewalk installation fund shall be a separate account of the City used for the deposit, maintenance and distribution of all monetary deposits made in-lieu of installing a sidewalk.
 - (b) All fee in-lieu of sidewalk installation fund deposits, and all interest derived therefrom, shall be used solely for the purpose of constructing and replacing sidewalks along or on any public streets within the corporate limits of the City of South Padre Island at such location determined by the Director of Public Works to be the best candidate for sidewalk improvements.
- (2) Request to pay fee in-lieu of sidewalk installation.
 - (a) An applicant for a subdivision plat or re-plat or building permit may be approved to pay a fee in lieu of installation of a sidewalk if the Public Works Director finds that conditions such as topography, lack of connectivity to existing sidewalks, or other special conditions unique to the property exists, which warrants the acceptance of the fee in lieu of sidewalk installation.
 - (b) An applicant desiring to pay a fee in lieu of sidewalk installation shall submit a written request to pay fee in lieu contemporaneously with the application for plat, replat or building permit. The request to pay fee in lieu of sidewalk installation shall include a written estimate for the cost of the installation of sidewalk that is prepared, signed and stamped by a qualified civil engineer licensed to practice in the State of Texas. Such estimate shall be subject to approval by the Public Works Director and shall be in compliance with the Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island.
 - (c) The determination of the Public Works Director is final. Should the Public Works Director deny the fee in lieu request, the applicant shall be required to install the sidewalk as required by this Code. Should the Public Works Director approve the fee in lieu request, the applicant shall be required to make full payment of the fee in lieu of sidewalk construction prior to issuance of plat/replat approval or issuance of a Certificate of Occupancy.

Section 3. This ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

Section 4. Any violation of the above mentioned sections of either Chapter 4 or Chapter 23 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 5. 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 7. This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the ____ day of _____, 2018.

PASSED, APPROVED AND ADOPTED on Second Reading, the _____ day of _____, 2018.

ATTEST:

**CITY OF SOUTH PADRE ISLAND,
TEXAS**

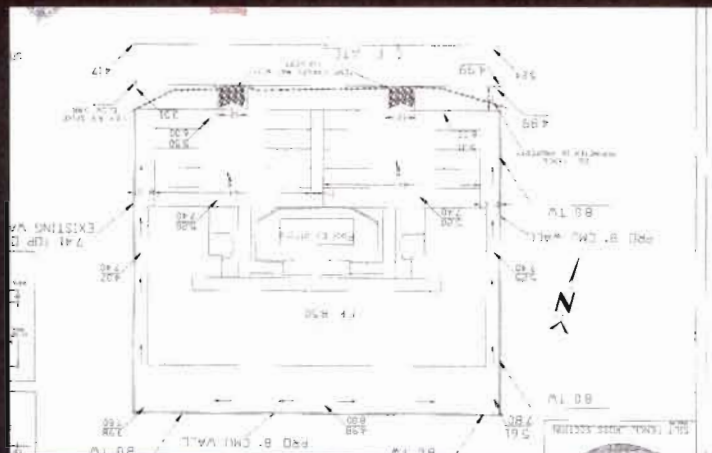
SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

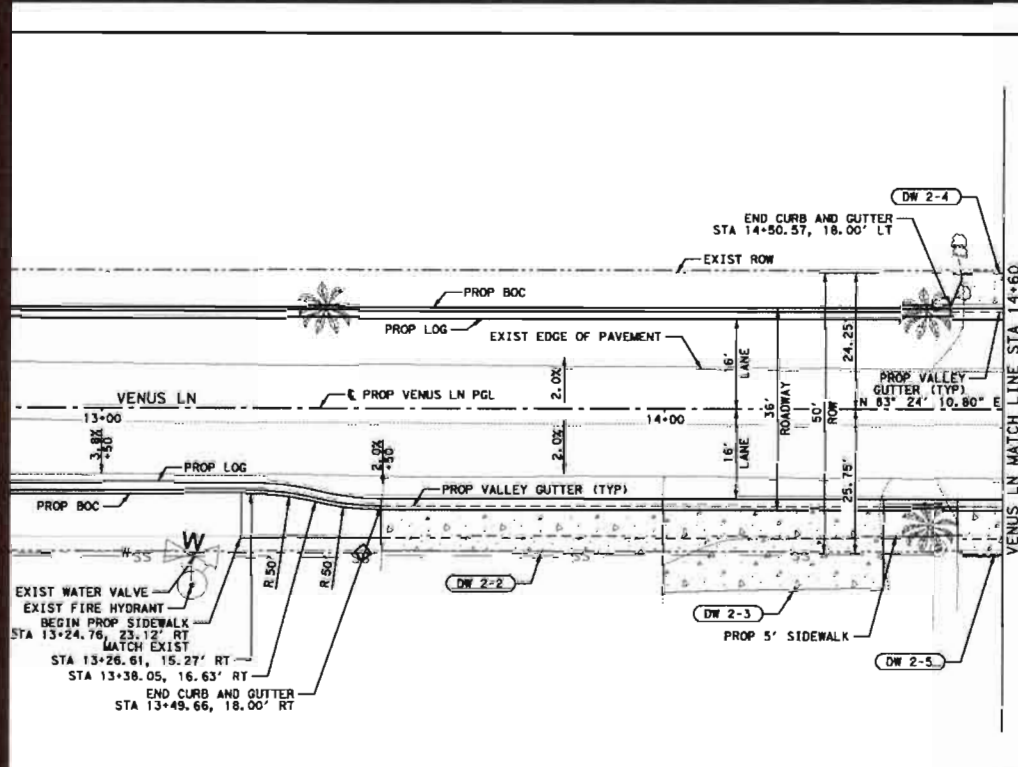
6-5

SIDEWALK IN-LIEU OPTIONAL PAYMENT

6-9



Sidewalk
conflicts
horizontally for
proposed
street
widening



6-9

Sidewalks that
do not connect
E. Whiting St.



6-10

Sidewalk in Developed Areas

W. Retama St.



Optional Sidewalk In-Lieu Fee

Allows developer
or builder to
deposit cost of
sidewalk instead
of constructing



- Promote orderly development of sidewalks
- Allows for proper widening of streets
- Allows for connectivity between sidewalks
- Allow installation of sidewalks to be consistent with the proposed Master Thoroughfare Plan
- Funds can be used to build sidewalks on any street in the City to coordinate with planned improvements

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

MEETING DATE: February 7, 2018

NAME & TITLE: Ken Medders, Jr., Council Member

DEPARTMENT: City Council

ITEM

Discussion and possible action on a request by the Point Isabel Independent School District to support "It's Time Texas Community Challenge" with a pledge by the Mayor and Council Members in an endeavor to promote health and wellness in South Padre Island and across the Laguna Madre community by partnering with the community and businesses.

ITEM BACKGROUND

Ana Holland, Assistant Superintendent for Curriculum and Instruction for the Point Isabel Independent School District (PIISD) has asked the Mayor, City Council and anyone who wishes to participate in the It's Time Texas Community Challenge. The program launched on Jan. 8 and will run through March 4, 2018. Points can be earned for the community by promoting health and wellness through pledges.

Additionally, the community, college and school district winning their appropriate group size will receive a \$1,800 community grant to put toward future health-related efforts, along with a trophy, school district banner, Governor's certificate, web banner and badge, and 10 free registrations to the 2018 Summit event.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

A BIG PICTURE LOOK AT THE 2018 IT'S TIME TEXAS COMMUNITY CHALLENGE

The 2018 IT'S TIME TEXAS Community Challenge launches on January 8th and runs through March 4th at 5pm!

Wondering how you can step up? There are many ways Texans can earn points for their communities:

First, register! All participants earn 500 points for their communities by creating an account on the Community Challenge website.



INDIVIDUALS CAN:

- » Take a Healthy Selfie whenever you're eating healthy, or participating in a physical activity!
At least one person must be present in the photo. 200 points
- » Utilize the Fitness Tracker daily, or Sync with Map My Fitness/Fit Ranking!
You may earn points for tracking your physical activity up to 2x per day. 50 points
- » Utilize the Weight Tracker to track your weight weekly! 100 points
- » Watch the Living Healthier Video Lesson and answer some questions! 200 points
- » Host a Community Event! This must be a free, public, fitness-focused event the entire community can enjoy. 250 points



MAYORS & ELECTED OFFICIALS CAN:

- » Sign the Mayor's Pledge! This digital pledge lives on the Challenge site. 10,000 points
- » Sign the City Council Pledge! One pledge may be submitted per Council. 2,500 points
- » Create a Mayor's Challenge Video!
Upload a video announcing a personal goal and challenging another Texas community to step up. 15,000 points
- » Establish or Strengthen a Citywide Health Collaborative! 20,000 points
- » Host an IT'S TIME TEXAS Sanctioned Event with mayoral participation!
Communities may host one event per month. 5,000 points



SCHOOL/DISTRICT REPRESENTATIVES CAN:

- » Sign the Pledge: • District School Board - 2,000 • Superintendent Pledge - 2,000 points • District Health & Wellness Coordinator Pledge - 1,000 points • District SHAC Leader Member Pledge (one per SHAC) - 500 points • Principal Pledge - 500 points • PTA Pledge - 250 points • Teacher Pledge - 200 points
- » Implement a Teach Healthier Activity from the Teach Healthier App!
Educators can earn points for one Teach Healthier lesson per day. 500 points
- » Organize a Healthy Staff Activity! Three staff members must attend, one photo per activity 200 points
- » Implement the Teach Healthier MyPlate Lesson!
One picture per student holding their MyPlate activity card. 20 points



BUSINESSES & ORGANIZATIONS REPRESENTATIVES CAN:

- » Sign the Work Healthier Pledge or Nonprofit Leader Pledge! 250 points
- » Complete the Work Healthier Assessment on behalf of your workplace! 200 points
- » Organize a Healthy Workplace Event at work!
This must be a group fitness or nutrition activity with at least three staff members present. 200 points



FAITH-BASED ORGANIZATION REPRESENTATIVES CAN:

- » Sign the Faith-Based Leadership Pledge! 250 points
- » Organize a Healthy Group Activity!
This must be a group fitness or nutrition activity with at least three participants. 200 points

Please read the full requirements for each activity on the Challenge site before submitting.

If you still have questions, feel free to contact us at coco@itstimetexas.org!

MAYOR PLEDGE

In Support of the 2018 IT'S TIME TEXAS Community Challenge,

I, Mayor _____, of _____, Texas

Pledge to:



Kick off the IT'S TIME TEXAS Community Challenge by declaring my support and encouraging my constituents to participate!

To Earn Challenge Points For My Community, I Will:



E-mail a photo of myself holding the Pledge to mayorpledge@itstimetexas.org to be featured on the Challenge website (Required, 10,000 points)



Ask City Council members to sign and upload a photo of the group holding the Pledge on the Challenge site (2,500 points)



Create and upload a short video that promotes the IT'S TIME TEXAS Community Challenge and calls on another Texas Mayor to compete (15,000 points)



Establish or strengthen a Mayor's Health and Fitness Council in my community (20,000 points)



Host and speak at an IT'S TIME TEXAS-sanctioned event in my community that promotes healthy living and the Community Challenge (5,000 points)

I recognize that a healthy community is more united, more productive, and more prosperous.

I am committed to the health of my community and pledge to make our community a model for others to follow.

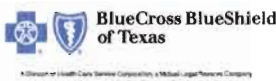
My community is up to the Challenge!

Mayor's Signature:

Signed _____

Date _____

Let your community know you've signed your pledge by taking a photo holding your signed pledge and posting it to social media with the hashtag #CommunityChallenge!



CITY COUNCIL'S PLEDGE

In Support of the IT'S TIME TEXAS Community Challenge,
We, the City Council of _____, Texas

Pledge to:

☐

Kick off the IT'S TIME TEXAS Community Challenge by declaring our support and encouraging our constituents to participate!



To Earn Challenge Points For Our Community, We Will:

☐

Declare our support by signing the pledge and by uploading a picture of the group holding the pledge to the Challenge site. (For 2,500 points)

☐

Encourage our Mayor to sign the Community Challenge Pledge if it hasn't been submitted.

☐

Establish or strengthen a Mayor's Health and Fitness Council or Citywide Health Collaborative (Optional, for 20,000 points)

We recognize that a healthy community is more united, more productive, and more prosperous.

As a result, I am committed to the health of my community and pledge to make our community a model for others to follow.

Our city is up to the Challenge!

Council Members Signatures:

Sign: _____

Date: _____

Sign: _____

Date: _____

Sign: _____

Date: _____

Sign: _____

Date: _____

Sign: _____

Date: _____



BlueCross BlueShield
of Texas

A Division of United Life Insurance Company of America, a National Life Insurance Company
an Equal Opportunity Employer of the Blue Cross and Blue Shield Association



7-4

WORK HEALTHIER PLEDGE

In Support of the IT'S TIME TEXAS Community Challenge,

I, _____, of _____ (Business)

Pledge to:

☐

Declare my support by signing this pledge and by uploading a picture holding the pledge to the Challenge site. (For 250 points)

☐

Complete the Work Healthier Assessment. (For 500 points)

☐

Organize a Healthy Workplace Event such as a group walk or healthy potluck, and upload a photo of the group to the Challenge site. (For 200 points)

I recognize that a healthy community is more united, more productive, and more prosperous.

As a result, I am committed to the health of my community and pledge to make our community a model for others to follow.

My workplace is up to the Challenge!

Business or Agency Leader Signature:

Signed _____

Date _____



7-5

NONPROFIT OR COMMUNITY ORGANIZATION PLEDGE

In Support of the IT'S TIME TEXAS Community Challenge,

I, _____, of _____ (Organization)

Pledge to:

☐

Declare our support by signing the pledge and uploading a picture holding the signed pledge to the Challenge site. (For 250 points)

☐

Organize a Healthy Workplace Event, such as a group walk or other fitness activity, and upload a photo of the group to the Challenge site. (For 200 points)

*I recognize that a healthy community is more united, more productive, and more prosperous.
As a result, I am committed to the health of my community and pledge to make our community
a model for others to follow.*

My organization is up to the Challenge!

Community Organization Leader Signature:

Signed _____

Date _____



7-b

FAITH-BASED LEADER'S PLEDGE

In Support of the IT'S TIME TEXAS Community Challenge,

I, _____, of _____ (Congregation)

Pledge to:

☐

Declare our support by signing the pledge and uploading a picture to the Challenge site. (For 250 points)

☐

Participate in a Healthy Group Activity and upload a picture of the group to the Challenge site. (For 200 points)

*I recognize that a healthy community is more united, more productive, and more prosperous.
As a result, I am committed to the health of my community and pledge to make our community
a model for others to follow.*

My congregation is up to the Challenge!

Faith-Based Organization Leader Signature:

Signed _____

Date _____



7-17

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

MEETING DATE: February 7, 2018

NAME & TITLE: Wendi Delgado

DEPARTMENT: Administrative Services Director

ITEM

Presentation regarding the Internal Training DMAIC and discussion and action regarding a budget adjustment in the amount of \$2,000 related to the SPI Connect training program.

ITEM BACKGROUND

The Gallup Q-12 Employee Engagement Survey was conducted with staff in June of 2017. The city scored a 4.12 (out of 5), the Gallup Database Percentile ranking was a 72 (out of 100).

In response to this survey an Internal Training DMAIC was conducted in the fall of 2017. The SPI Connect program was developed as the (I)mprove stage of the DMAIC to provide employees more opportunities to learn and grow in the workplace. (Q12)

The Mission of the SPI Connect program is to promote and support organizational effectiveness and employee development by providing high-quality educational training programs. We strive to enhance individual and team development as a means creating a better work environment and a better South Padre Island.

This training program will be utilized by all departments of the City.

The budget adjustment requested is to purchase the following items:

- Additional training resources and materials
- Snacks/drinks for trainings lasting several hours
- Signage and marketing related items related to the internal branding of the SPI Connect Program
- Awards/Certificates

BUDGET/FINANCIAL SUMMARY

\$2000 added to 01-516-0513 for fiscal year 2017/2018

The current level of excess reserves in the general fund is approximately \$970,000.

COMPREHENSIVE PLAN GOAL

Chapter V: Emergency Management and Disaster Recovery

Goal 1: The City should emphasize the importance of emergency preparedness, response, recovery and mitigation.

Chapter VIII: Public Safety

Goal 1: While balancing with the budget, the City should continue to support the needs of the Police and Fire departments to ensure adequate protection of the population.

Goal 2: The City supports the Fire Department protecting life and property.

Objective 2.1

Objective 2.2

Goal 3: The City supports the Police Department reducing crime and the perception of crime.

Objective 3.3

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff recommends approval of this item.

City of South Padre Island Employee Training Program

February 7, 2018

DMAIC

DEFINE

The City has a combination of free and purchased resources available for internal City staff training. At this time there is no consistent dedicated program where all City employees can easily access the trainings that are available to them.

Training is an important aspect of succession planning, staff development, employee engagement, retention, workplace safety and key to maintaining a professional work environment.

Employee Engagement

Professional development and continuous learning are also key aspects of employee engagement.

Gallup defines engaged employees as those who are involved in, enthusiastic about and committed to their work and workplace.

Gallup also confirms the well-established connection between employee engagement and nine performance outcomes:

- | | |
|---------------------|-----------------------------|
| 1. Customer Ratings | 6. Shrinkage (theft) |
| 2. Profitability | 7. Absenteeism |
| 3. Productivity | 8. Patient Safety Incidents |
| 4. Turnover | 9. Quality (defects) |
| 5. Safety Incidents | |

Anne Marrelli, PhD, reports on a study completed by the Merit Systems Protection Board that found major differences in key performance metrics within five federal government agencies with the highest percentage of engaged employees versus the five agencies with the lowest percentage of engaged employees. (Marrelli, 2011 p. 6,7)



Project Team Members:

Champions:

Susan Guthrie, City Manager

Wendi Delgado, Administrative Services Director

Process Owner:

Wendy Saldana, HR Associate I/Training Coordinator

Team Members:

Willie Higginbotham, Right-of-Way Officer

Nikki Soto, Public Information Officer



TEAMWORK

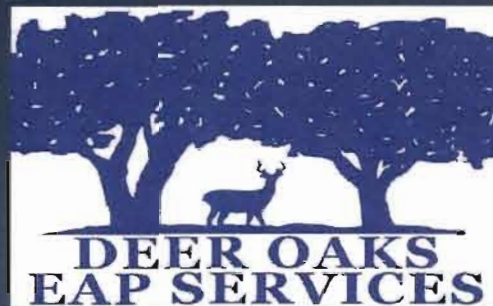
Key Issues:

- Email communication does not reach all employees regarding the internal trainings that are available.
- There is not a centralized spot where employees can go to find training resources.
- Tracking who attends training is difficult to manage.
- Duplication of services: There have missed opportunities for shared training resources.

Key Issues Continued:

- Missed train-the-trainer opportunities, bringing the training in-house.
- No consistent/organized internal training program.
- Lack of interdepartmental teambuilding.

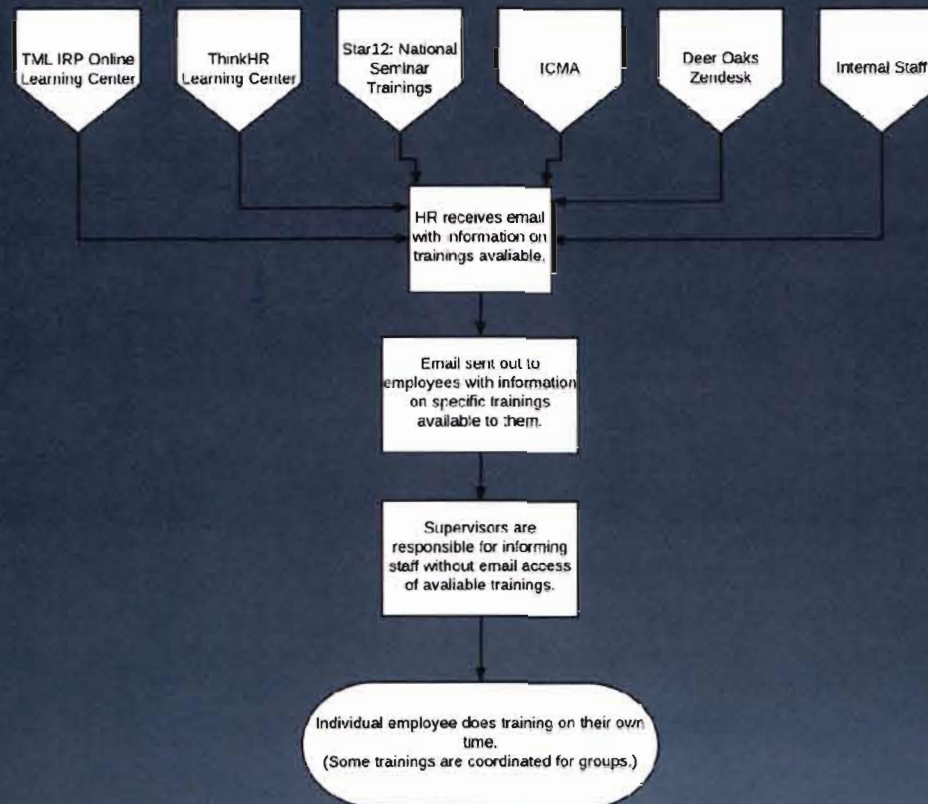
Resources



FEMA



Training Resources Current Process



MEASURE

- An internal needs analysis was conducted using a survey with City employees in October of 2017 regarding current and future internal training.

78 responses were received.

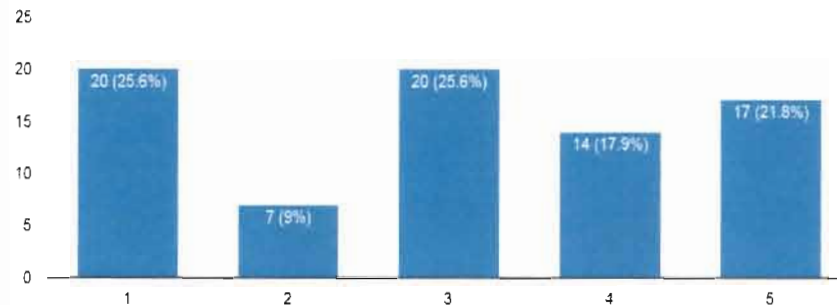
(46% response from staff)

A line drawing of a hand holding a coin, with the coin being a US penny.

Give us your two cents

On a level from 1 to 5 how satisfied are you with the number of training resources available to you at work?

78 responses

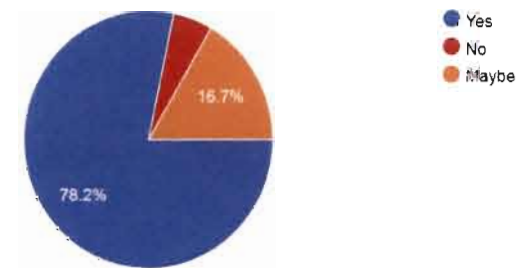


Above: A quarter of the employees that responded below a 1 or a 2 on the level of satisfaction regarding the number of training resources available to them.

Below: 78% of employees said that in-house training would be helpful to them in their current position.

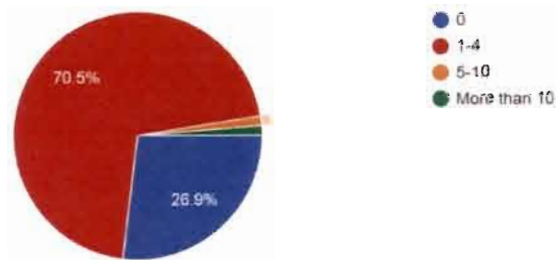
Do you think additional in-house training would be helpful to you in your current position?

78 responses



How many (Class-Room Format) in-house trainings have you attended in the last 12 months at work?

78 responses

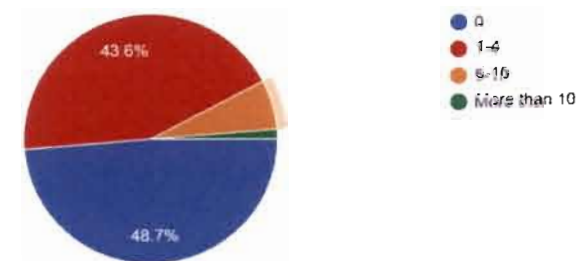


Above: 27% did not attend a class-room training in the last 12 months.

Below: 49% of employees did not participate in an online-webinar training in the last 12 months.

How many (Online-Webinar) in-house trainings have you attended in the last 12 months at work?

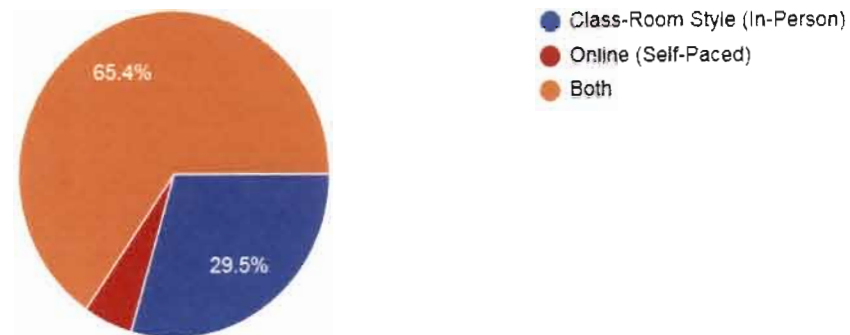
78 responses



2-14

What type of training format do you prefer?

78 responses



- 65% of employees prefer both types of training formats.
- 30% prefer class-room style training formats.

Survey Response Continued:

What types of trainings would you like to see implemented?

- Safety
- G Suite
- Customer Service
- Computer Basics
- Ethics
- Supervisor
- Leadership
- Machinery Operations



GALLUP Q12 Employee Engagement Survey was conducted in June 2017

- Q12 Learn and Grow

This last year, I have had opportunities at work to learn and grow.



City Wide: Score 4.12 (Goal is 5)

Gallup Database Percentile Rank: 72 (Goal is 100)

Everything over 90% is considered World Class, that is where we want to be!!!!!!

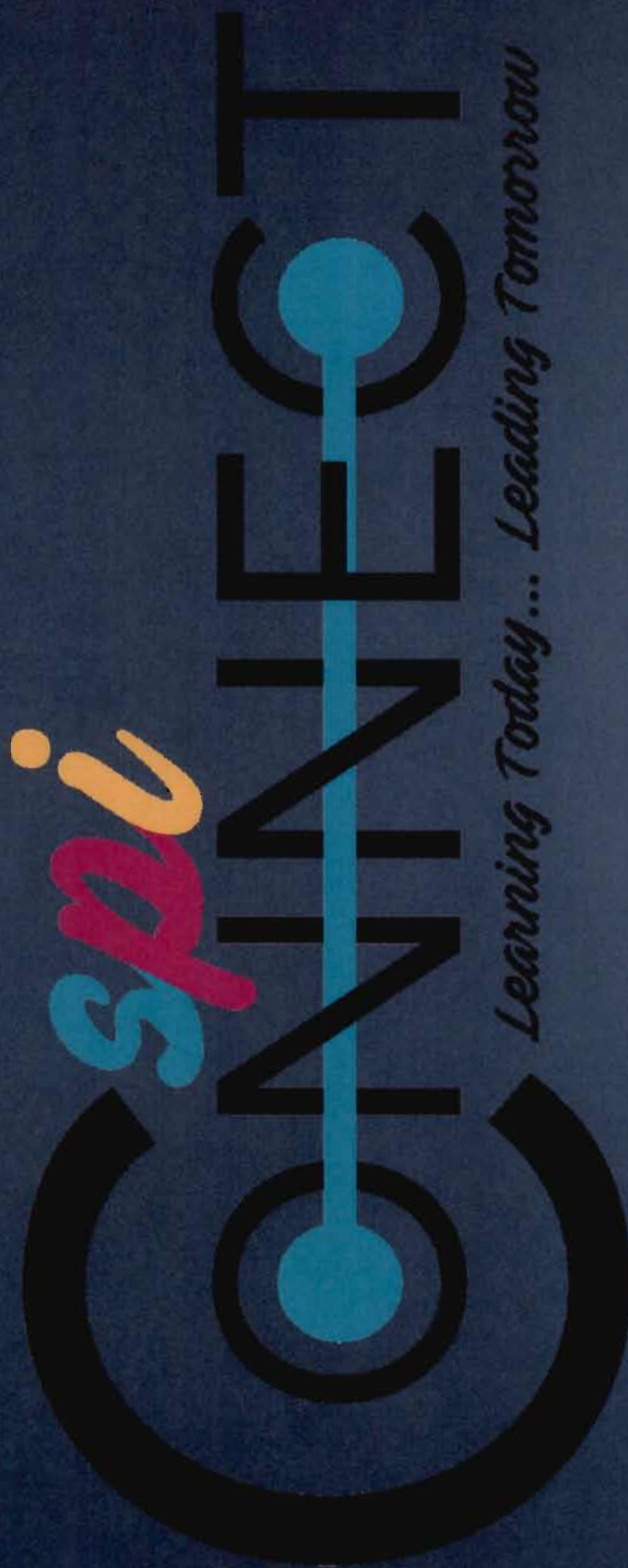
ANALYZE

City	Policy	Training Coordinator	Budget	Effective
City of Kingsville (Leadership Program)	✓	✓	\$6,600 includes all materials and supplies	TBD- program is 9 days from 10/25-12/27
City of Kerrville	currently working on a policy and developing supporting procedures	✓	\$32,452	yes- program began in October 2017 and have trained 58 individuals w/total of 151 accumulated training hours
City of San Marcos	no formal written policy	✓	training is budgeted out of safety budget	yes- it reaches all employees
City of Brownsville	in process of developing a comprehensive internal program			
City of Port Arthur	in process of developing a program			
City of South Padre Island	basic policy in place		\$4000 (in-house workplace training once per year for all employees)	no- based on needs analysis survey

8-18

IMPROVE

??????



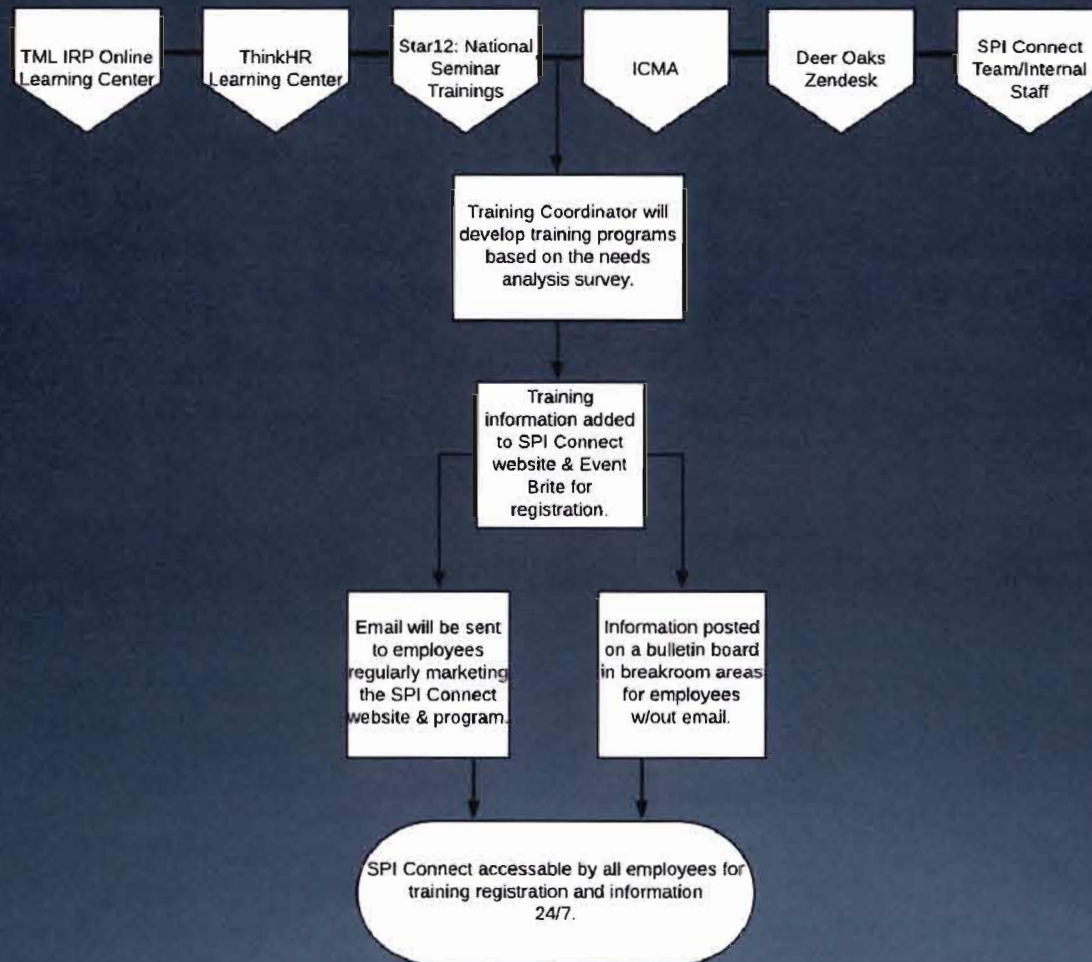
Mission Statement:

The mission of the SPI Connect training program is to promote and support organizational effectiveness and employee development by providing high-quality educational training programs. We strive to enhance individual and team development as a means for creating a better work environment and a better South Padre Island.

IMPROVE

- SPI Connect will be a robust in-house training program that has a an internal website where City employees can easily access information for upcoming trainings/webinars.
- SPI Connect will also serve as a tool where City employees can host in-house trainings for all employees.
- A training coordinator position has been created by adding additional responsibilities to a current position to ensure the program is maintained.

Training Resources Future Process



IMPROVE

- SPI Connect will assist with organizational planning to include:

- Individual Professional Development
- Team Building and Goals
- Succession Planning
- Employment Law Compliance
- Onboarding New Employees
- New Supervisor Training
- Open Government Compliance
- Safety Training and Compliance
- TX DOT Compliance
- Public Safety Required Training

TX Commission on Law Enforcement

TX Commission on Fire Protection

Fema Emergency Management (Nims)

Each department is responsible for posting SPI Connect information on a bulletin board in their departments.
We hope this will increase communication regarding training opportunities to those employees without direct City email access.





For fiscal year 2018/2019 a budget will be presented to include retrofitting an existing space where employees can go to access SPI Connect resources.

This will be extremely helpful to those departments with several employees without email/computer access.



92-8



Awards program will be developed to reward employees completing developed education tracks.

Educational tracks have been developed based on the needs analysis conducted.

- Supervisor
- Customer Service
- Safety
- Workplace Skills
- Management



Additional employee development actions:

- Monthly one-on-one meetings will now include a section where supervisors can recommend or assign SPI Connect trainings to employees.
- Annual performance evaluation forms have been edited to include a section for SPI Connect.
- A policy has been created to include all details of the SPI Connect program. Mandatory workplace trainings have also been included.

SPI Connect Budget Request:

\$2000 is being requested in addition to current city-wide training budget for SPI Connect. *(Budget adjustment included in agenda item)*

- Certificates
- Awards
- Snacks/Drinks
- Training Resources
- Supplies
- Signage/Marketing
- Bulletin Boards





The mission of the SPI Connect training program is to promote and support organizational effectiveness and employee development by providing high-quality educational training programs. We strive to enhance individual and team development as a means for creating a better work environment and a better South Padre Island.

This program includes:

- Educational Assistance [Policy](#)
- On-Site Training
- Webinars/Online Training

SPI CONNECT

Today   Tuesday, January 30 ▾

Showing events after 1/29 [Look for earlier events](#)

Tuesday, January 30

- 8:00am TMRS Regional Pre-Retirement Conference
- 8:30am Effective Supervisory Practices (Session 4)
- 3:00pm Retirement: It's Not Just About the Money

Wednesday, January 31

- 9:00am G Suite Calendar - Training

Thursday, February 1

- 9:00am G Suite Calendar - Training

Tuesday, February 6

- 8:30am Effective Supervisory Practices (Session 5)
- 3:00pm Back Injury Prevention and Defensive Driving for Public Entities

Tuesday, February 13

- 8:30am Effective Supervisor Practices (Session 6) - Final
- 3:00pm Deer Oaks: Emotional Support: Staying Balanced in a Changing World

Wednesday, February 14

- 9:00am Powerpoint Training

Thursday, February 15

- 9:00am Powerpoint Training

Tuesday, February 20

- 3:00pm The Harassment Free Zone: No Tolerance for Sexual Harassment in the Workplace

Wednesday, February 21

- 9:00am G Suite Email - Training

Thursday, February 22

- 9:00am G Suite Email - Training

Friday, February 23

- 1:00pm Supervisor Excellence Webinar Series- Preparing to Lead Effectively

Monday, February 26

- 1:00pm Supervisor Excellence Webinar Series- Preparing to Lead Effectively

Tuesday, February 27

- 3:00pm Workplace Violence- The Calm Before The Storm

2.33



Safety Training

The mission of the City of South Padre Island Safety Committee is to promote a safe working environment by fostering a strong awareness of occupational safety/security and reducing or eliminating accidents and injuries throughout the workplace.





MULTIPLE DATES

Effective Supervisory Practices (6 Sessions)

by Human Resources

Free

 SELECT A DATE



DESCRIPTION

The HR Division is hosting ICMA Effective Supervisory Practices in six sessions to begin on January 9th and end on February 13th. This training does require attendance at all sessions and book reading outside of the classroom. Books will be provided before December 15th to those participants that sign up. This class is limited to 11 participants and is invitation only. We have selected you to attend our first session because you are a rather new supervisor for the City of South Padre Island.

Effective Supervisory Practices (Six-Sessions)

Session 1 (January 9th, 2018)

The Foundation: Roles of a Supervisor/Supervisory Leadership and Ethics

Chapter: 1, 2, 3 (Read prior to Session 1)

Session 2 (January 16th, 2018)

LOCATION

RM EOC - City Hall (Second Floor)
4601 Padre Boulevard
South Padre Island, TX 78597
[View Map](#)

8-35



MULTIPLE DATES

G-Suite Calendar Training

by Mark Shellard, IT Director

Free

 SELECT A DATE



DESCRIPTION

The South Padre Island IT Department will be providing training to City Employees on the G-Suite Calendar functions.

LOCATION

South Padre Island Fire
Department - Training Room
106 West Retama Street
South Padre Island, TX 78597
[View Map](#)

Mark Shellard, IT Director

Organizer of G-Suite Calendar Training

[PROFILE](#)

[CONTACT](#)

8-36

CONTROL

- Feedback surveys are being conducted after each training.

Training Feedback Survey

We would love to hear your thoughts or feedback on how we can improve your experience!

* Required

1. How did you hear about this course/training?

Mark only one oval.

- ☐ SPI Connect
☐ Email
☐ Employee
☐ Other: _____

2. Please evaluate the following statements: *

Check all that apply.

	Strongly Disagree	Disagree	Agree	Strongly Agree
Course content was clear and easy to understand.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Length and pace was appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Topics were relevant to course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Training will be useful in my work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I would recommend this course for others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Overall Satisfaction *

Mark only one oval.

	1	2	3	4	5	
Extremely Unsatisfied	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Extremely Satisfied

4. Give an example of how you will apply what you have learned in this course back on the job?

5. Suggestions for improvement

Powered by
Google Forms

8.37

CONTROL

- Before and after surveys will be conducted for each in-house training to show learning.

For example: These three questions could be provided to those attending a PIR training before and after to determine if learning occurred.

1. Do you know what the Public Information Act is?
2. How many days does the City have to respond once a Public Information Request has been submitted.
3. Is a Public Information Request only valid if it is submitted on the proper form?

Questions?

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

MEETING DATE: February 7, 2018

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

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to approve first reading of Ordinance No. 18-07 abandoning a ten-foot-wide utility easement within Block 45, Padre Beach Section IV, also known as Lot 1A Skipjack Bayfront Subdivision.

ITEM BACKGROUND

With the redevelopment of the Jim's Pier/Amberjack's property area by Skipjack Properties, they have requested the abandonment of a ten-foot-wide utility easement to "clean up" the area for future development. This easement runs in an east-west direction, on the westernmost block adjacent to the bay between West Amberjack and West Whiting Streets. All utilities existing in the easement have been removed and abandonment statements have been received by all utility companies, including Spectrum, the Laguna Madre Water District, AEP Texas, AT&T and Southwestern Bell Telephone.

Although the City owns no utilities, we are required to officially abandon the easement by ordinance.

BUDGET/FINANCIAL SUMMARY

There are no official financial implications to the City. Utility removal costs have been borne by the developer.

COMPREHENSIVE PLAN GOAL

Chapter IV: Growth and Infrastructure: Goal 1: The City shall ensure orderly growth, with anticipated infrastructure and facility needs, in a fiscally responsible manner.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve the ordinance.

ORDINANCE NO. 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, ABANDONING A UTILITY EASEMENT LOCATED ON BAYFRONT SUBDIVISION LOT 1A; AND ESTABLISHING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of South Padre Island, Texas, a home rule municipality, has established a certain utility easement on Bayfront Subdivision Lot 1A, as shown on the Plat of the Padre Beach Section III Subdivision, recorded in Volume 14 page 32 of the Map Records of Cameron County (hereinafter the "Easement"); and

WHEREAS, the City's Public Works Director has recommended to City Council that the easement be abandoned as its purpose and use has been fulfilled; and

WHEREAS, the City Council finds that such vacation and abandonment of the Easement, described in Exhibit "A" attached hereto, will cause no harm or injury to the City of South Padre Island or its citizens.

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

Section 1. That the recitals contain in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 2. That the Easement, as described in **Exhibit "A"** attached hereto, is hereby abandoned and vacated.

Section 3. That the City Manager is hereby authorized and directed to execute and record in the Real Property Records of the County Clerk an instrument in substantial form as **Exhibit "B"** attached hereto, and such other instrumentality that may be reasonably necessary to facilitate the purpose of this Ordinance.

Section 4. This Ordinance shall be effective upon passage and approval.

PASSED, APPROVED and ADOPTED by the City Council of the City of South Padre Island, Texas, on the First Reading this 7th day of February, 2018.

PASSED, APPROVED and ADOPTED by the City Council of the City of South Padre Island, Texas, on the Second Reading this 21st day of February, 2018.

CITY OF SOUTH PADRE ISLAND

DENNIS STAHL, MAYOR

ATTEST:

SUSAN HILL, CITY SECRETARY

APPROVED AS TO FORM

DENTON NAVARRO ROCHA BERNAL
& ZECH, P.C.

By: _____
CITY ATTORNEY

9-3

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF EASEMENT

9-4

AVO: 31386
County: Cameron

Page 1 of 3
11/29/2017

0.053 ACRE EASEMENT ABANDONMENT

BEING A 0.053 ACRE (2,287 SQ. FT.) TRACT SITUATED IN THE NICOLAS AND JUAN JOSE BALLI SURVEY, ABSTRACT NUMBER 260, CAMERON COUNTY, TEXAS AND BEING A PORTION OF LOT 1A SKIPJACK BAYFRONT SUBDIVISION, A LEGAL SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET 1, PAGE 3567, AND ALSO BEING ALL OF A 10-FEET WIDE UTILITY EASEMENT, ACCORDING TO PADRE BEACH SECTION IV, A LEGAL SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN VOLUME 14, PAGE 52, BOTH OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS (M.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "M&R" found in the west right-of-way line of Laguna Blvd., a 50-foot wide right-of-way according to Padre Beach Section IV of said M.R.C.C.T., for the southeast corner of said Lot 1A, Skipjack Bayfront, same being the northeast corner of Lot 4, Block 44, of said Padre Beach Section IV, and from which an "X" cut in concrete found for the southwest corner of said Lot 1A, Skipjack Bayfront, same being the northwest corner of Lot 5, Block 44, of said Padre Beach Section IV, bears S82°28'31"W a distance of 129.70 feet;

THENCE with said west right-of-way line of Laguna Blvd., same being the east line of said Lot 1A, Skipjack Bayfront, N06°37'45"W a distance of 245.03 feet to the southeast corner of said 10-foot wide utility easement, same being the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said west right-of-way line of said Laguna Blvd. and said east line of Lot 1A, Skipjack Bayfront, with the south line of said 10-foot wide utility easement, crossing said Lot 1A, Skipjack Bayfront, S82°28'31"W a distance of 226.76 feet to the west line of said Lot 1A, for the southwest corner of said 10-foot wide utility easement,;

THENCE with said west line of the 10-foot wide utility easement and said west line of Lot 1A, Skipjack Bayfront, N28°21'30"W a distance of 10.70 feet to the northwest corner of said 10-foot wide utility easement;

THENCE leaving said west line of Lot 1A, Skipjack Bayfront, with the north line of said 10-foot wide utility easement, crossing said Lot 1A, Skipjack Bayfront, N82°28'31"E a distance of 230.72 feet to said west right-of-way line of Laguna Blvd. and said east line of Lot 1A, Skipjack Bayfront, for the northeast corner of said 10-foot wide utility easement;

9-5

EXHIBIT "A"

AVO: 31386
County: Cameron

Page 2 of 3
11/29/2017

0.053 ACRE EASEMENT ABANDONMENT

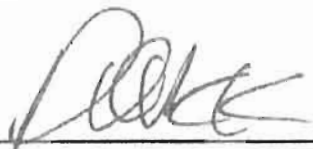
THENCE with the east line of said 10-foot wide utility easement, said west right-of-way line of Laguna Blvd. and said east line of Lot 1A, Skipjack Bayfront, S06°37'45"E a distance of 10.00 feet to said **POINT OF BEGINNING** and containing 0.053 acres (2,287 square feet).

This survey was prepared without the benefit of a title commitment or report. The surveyor has not abstracted the subject property, nor made any independent investigation or search for easements of record, restrictive covenants or any other encumbrances.

Basis of bearings is the Texas Coordinate System of 1983, South Zone 4205 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by using the surface adjustment factor of 1.00004.

Units: U.S. Survey Feet.

I, Dan H. Clark, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represents an actual survey made on the ground under my supervision.

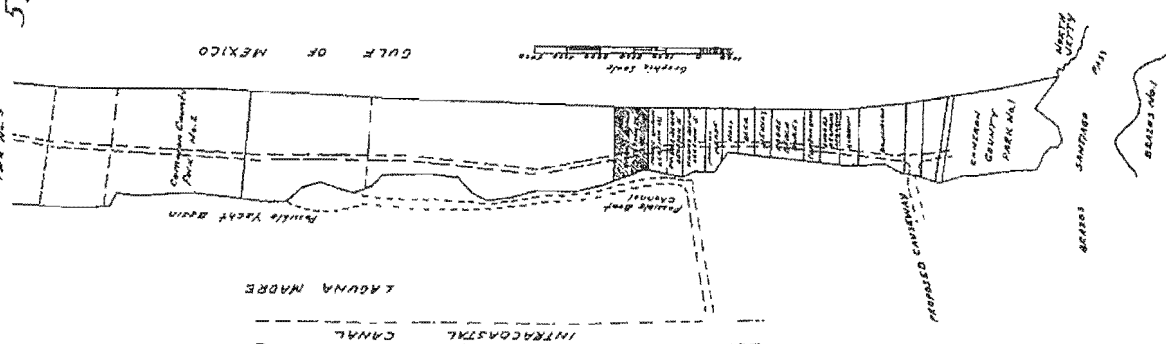
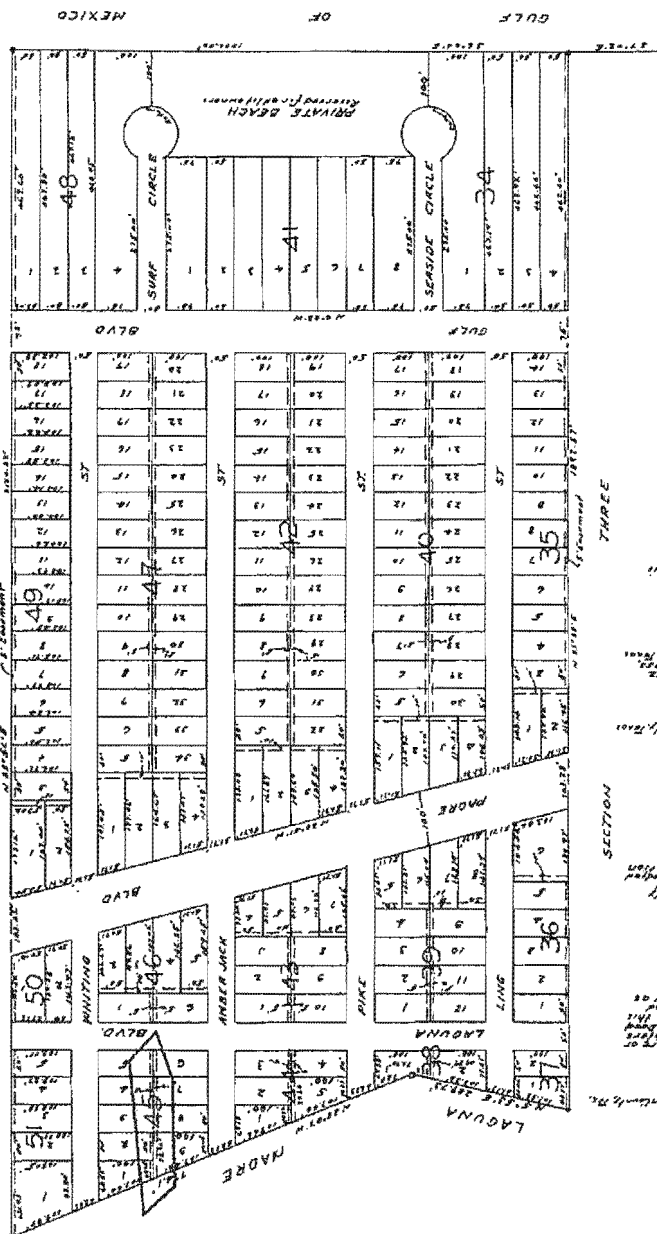


11/29/2017
Date



Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Halff Associates, Inc.,
TBPLS Firm No. 10029607
9500 Amberglenn Blvd., Bldg. F, Ste. 125, Austin, Texas 78729, 512-777-4600

9-6


$$Z \leftarrow$$


PAIDRE BEACH SECTION IV
PLANT OF
CAMBISING BLOCKS 34-31 NORTH
CONCRETE BEING A 100000 BOLT
JAMES DOING IMMEDIATELY NORTH
OF THE BEACH SECTION 34-31
WEST OF THE BEACH SECTION 34-31
ONE 1/2 MILE WEST OF BEACH SECTION 34-31
OF CAMBISING COUNTY TEXAS.
JAMES L. CAMPBELL & CO.
414-1/2 E. JAMES BLVD. CORPUS CHRISTI, TEX.
JULY 1942
J. L. CAMPBELL
Civil Engineer
Scale 1" = 100'

91591 *

3784

NO 12375

[illegible]

EXHIBIT B
INSTRUMENT ABANDONING EASEMENT

9-8

0 20 40 60 80 100 120

SCALE IN FEET
1"=60'

N



NICOLAS & JUAN JOSE BALLI SURVEY ABSTRACT NO. 260

LEGEND

- - 1/2" IRON ROD FOUND (UNLESS NOTED)
- M.R.C.C.T. - MAP RECORDS, CAMERON COUNTY, TEXAS
- O.R.C.C.T. - OFFICIAL RECORDS, CAMERON COUNTY, TEXAS
- D.R.C.C.T. - DEED RECORDS, CAMERON COUNTY, TEXAS
- CAB. - CABINET
- PG. - PAGE

WHITING STREET
50' R.O.W.
VOL. 14, PG. 52
M.R.C.C.T.

0.053 AC.
2,287 S.F.

N82°28'31"E 230.72'

N28°21'30"W
10.70'

S82°28'31"W 226.76' 10' UTILITY EASEMENT
VOL. 14, PG. 52
M.R.C.C.T.

S06°37'45"E
10.00'

POINT OF
BEGINNING

LOT 1A
SKIPJACK BAYFRONT
SUBDIVISION
CAB. 1, PG. 3567
M.R.C.C.T.

WATERS OF THE LAGUNA MARRE

15' DRAINAGE EASEMENT
VOL. 14500, PG. 168
O.R.C.C.T.

AMBERJACK STREET
50' R.O.W.
VOL. 14, PG. 52
M.R.C.C.T.

LAGUNA BOULEVARD

50' R.O.W.
VOL. 14, PG. 52
M.R.C.C.T.

POINT OF
COMMENCEMENT



5' UTILITY EASEMENT
VOL. 14, PG. 52
M.R.C.C.T.

FND. "X"
CUT

582°28'31"W 129.70'
BLOCK 44
PADRE BEACH SECTION IV
VOL. 14, PG. 52
M.R.C.C.T.
LOT 5 LOT 4

1/2" FIR
W/CAP
"M&R"

DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6011

NOTES:

- The bearings shown hereon are referenced to the Texas Coordinate System of 1983, South Zone (4205) as derived from the Western Data System VRS Rio Grande Valley Cooperative Network. All distances shown hereon are in surface. To convert to grid divide by the combined scale factor of 1.00004.

- A metes and bounds of even date accompanies this survey plat.

**EASEMENT
ABANDONMENT**
0.053 AC. 2,287 S.F.
OUT OF LOT 1A
SKIPJACK BAYFRONT
SUBDIVISION

DATE: 11/29/2017 AVO: 31386

HALFF

9500 AMBERGLEN BLVD. STE 125 AUSTIN, TX 78729 (512) 777-4800
TOLLETT FIRM, INC. 92079607

9-9



1/5/2018

Brandon Canfield
Halff Associates, Inc.
5000 West Military, Suite 100
McAllen, TX 78503

SUBJECT: Abandonment of 10' utility easement, South Padre, TX.

We have reviewed your request for the above referenced Utility Easement, and Charter Communications hereby grants a 10' portion of the requested 10' easement abandonment located between Whiting Street and Amberjack Street off of Laguna Boulevard to the west in, South Padre, TX. Charter Communications retains the right of access to any remaining partial or full utility easements on the property for the purpose of future construction or maintenance of existing facilities.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

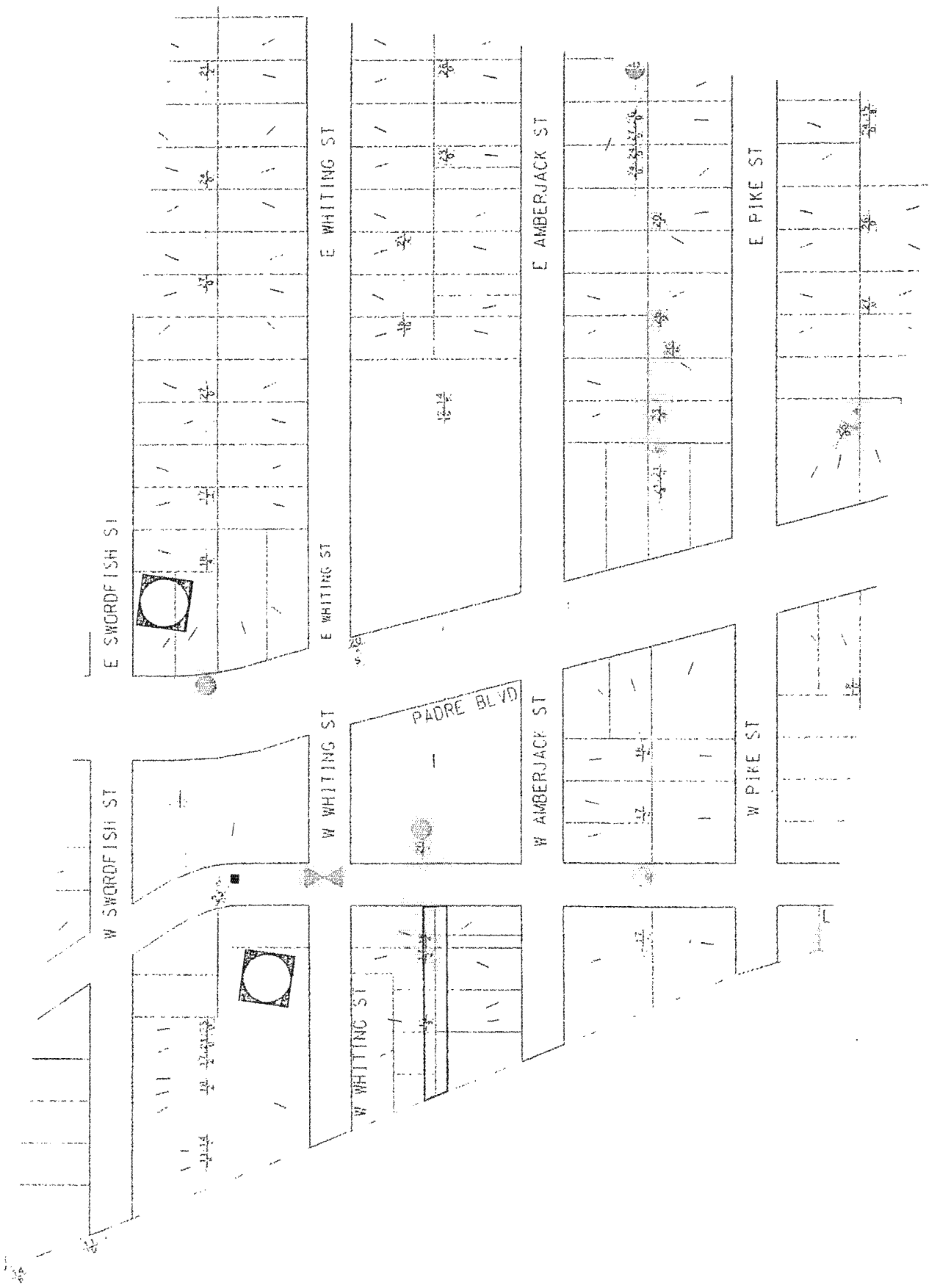
For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@charter.com. Please share this information with whoever needs these services.

Sincerely,

Zachary H.P. Marcum

Zach Marcum
Charter Communications

9-10





Date: November 30, 2017

Skipjack Properties L.L.C.
1900 N. Akard St.
Dallas, Texas 75201
956-621-6217

Attn: Lorenzo Galvan Jr.

On November 8, 2017 the LMWD Board of Directors approved the abandonment of easement as requested by, SkipJack Properties.

Mr. Galvan, Laguna Madre Water District (LMWD), has reviewed your request for the abandonment of easement, located on West Amberjack and West Whitting along Laguna Boulevard, formerly described as Block-45, Lots 1,2,3,4,5,6,7,8, and 9 and is now described as Lot 1A.

LMWD, has water and wastewater available along Laguna Boulevard for any future developments, staff did recommend to LMWD Board of Directors to abandon the easement.

Mr. Galvan, if LMWD can be of further assistance to you and Skipjack Properties, please feel free to contact us at any time.

Sincerely,

Joel Lopez – Water Distribution Manager - LMWD
131 Woody Lane
Port Isabel, Texas 78578
956-572-1184
956-943-2626 ext. 420

9-12



October 30, 2017

Brandon Canfield
HALFF ASSOCIATES, INC.
5000 West Military, Suite 100
McAllen, TX 78503-7446

RE: 10 Foot Wide Utility Easement Abandonment

Dear Mr. Canfield

AEP Texas Inc (AEP) has reviewed your request to abandon a 10 foot wide utility easement located on the property between Amberjack Street and Whiting on Laguna Boulevard in South Padre Island, Texas and more particularly described as SKIPJACK BAYFRONT SUBDIVISION and recorded in the Re-plat of Cabinet 1 Page 3567, Cameron County Plat Records, Texas.

AEP has determined there are no underground electrical distributions and associated facilities within the 10 foot easement area. Therefore AEP has no interest and does hereby relinquish any right to any future use of the designated 10 foot wide Utility Easement located within the aforementioned property.

AEP Texas Inc does not hereby abandon any other easements on the property it might have obtained thru other means.

Please do not hesitate to contact AEP if you have further questions at (956) 283-2366.

Sincerely,
AEP TEXAS INC

A handwritten signature in black ink, appearing to read "Mario G. Campos".

Mario G. Campos
Right-of-Way Agent
Rio Grande Valley District

9-13



December 12, 2017

Brandon Canfield
Halff Associates, Inc.
5000 West Military Highway
Suite # 100
McAllen, Texas 78503-7448

RE: "No Objection" to the Release of an Easement located within Skipjack Bayfront subdivision, padre Beach, Cameron County, Texas. (R.O.W. Job # BRT 00217-M)

Dear Mr. Canfield,

Southwestern Bell Telephone Company (SWBT) offers "**NO OBJECTION**" to the Abandonment of a certain 10' wide Utility Easement according to the map or plat thereof recorded in Volume 14, Page 52, of the Map Records of Cameron County, Texas, located within Skipjack Bayfront Subdivision, being a replat of Lots 1-3, Block 44, Lots 1-6, Block 45, Lot 5, Block 51, Padre Beach, Section IV, as recorded in Volume 14, Page 52, of the Map Records of Cameron County, Texas, all of Lots 5-6, Block 52, as recorded in Volume 14, Page 68, of the Map Records of Cameron County, Texas, and all of Lot 1, Block 51 & 52 as recorded in Cabinet 1, Page 1610B, of the Map Records of Cameron County, Texas, also being all of that part of Whiting Street closed by Ordinance No. 07-09, and Ordinance No. 16-20, and all of that part of Amberjack Street closed by Ordinance No. 07-09, Cameron, County Texas, as shown on plat prepared by Halff recorded under Document No. 3567, in the Map Records of Cameron, County, Texas, and as described in your Acceptance Letter November 28, 2017.

I have included the Release of Easement Document for the Release of Southwestern Bell Telephone Company's interests in the Easement as described above. The release is for the owners to keep and will be the owner's responsibility to have recorded. If you have any questions or need any additional information please contact me by email at cc2324@att.com

Sincerely,

Carol Carter
Manager-Engineering

Attachment:

9-14

AT&T

**RELEASE OF
EASEMENT RIGHTS**

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF CAMERON §

WHEREAS, SKIPJACK PROPERTIES, L.L.C (hereinafter referred to as the "Owner") are the owners of the following described property in Cameron County, Texas:

Being a re-plat of Lots 1-3, Block 44, Lots 1--6, Block 45, Lot 5, Block 51, Padre Beach, Section IV, as recorded in Volume 14, Page 52, of the Map Records of Cameron County, Texas, all of Lots 5-6, Block 52, as recorded in Volume 14, Page 68, of the Map Records of Cameron County, Texas, and all of Lot 1, Block 51 & 52 as recorded in Cabinet 1, Page 1610B, of the Map Records of Cameron County, Texas, also being all of that part of Whiting Street closed by Ordinance No. 07-09, and Ordinance No. 16-20, and all of that part of Amberjack Street closed by Ordinance No. 07-09, Cameron, County Texas, as recorded under Document No.3567, in the Map Records of Cameron, County, Texas.

WHEREAS, the above described property is subject to a certain 10' wide Utility Easement for Certain Utilities, ("Easements") which was platted and dedicated and filed for record with the Clerk of Real Property Records of Cameron County, Texas for public utility purposes; and

WHEREAS, The Owner has requested the abandonment of this Easement and requires that Southwestern Bell Telephone Company, release and abandon it rights for use of this Easement.

NOW, THEREFORE, in consideration of the premises, Southwestern Bell Telephone Company has RELEASED and does by these presents FOREVER RELEASES, all of the right of use that it may have to the following previously described Easement:

Being the 10' wide Utility Easement according to the map or plat thereof recorded in Volume 14, Page 52, of the Map Records of Cameron County, Texas.

This Release is only for the dedicated easement described herein and only affects those rights which may be held by Southwestern Bell Telephone Company. Southwestern Bell Telephone Company retains the right of use of all other general utility easements and Southwestern Bell Telephone Company Easements dedicated within the herein described property and not being released by this document.

EXECUTED this ____ day of _____, 2017.

SOUTHWESTERN BELL TELEPHONE COMPANY
a Delaware corporation.

By: 

Name: Carol Carter

Its: Manager-Engineering

9-15

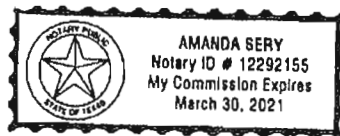
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared 12th December 2017, known to me to be the Carol Carter, as Manager-Engineering of Southwestern Bell Telephone Company, a Delaware corporation.

Given under my hand and seal of office this the 12th day of December, 2017.



Amanda Sery
NOTARY PUBLIC STATE OF TEXAS
Amanda Sery
Printed Name of Notary

The preparer of this document has made no investigation of the following matters: The accuracy of the legal description used herein; whether or not the Holder is the correct holder of the easement; whether or not the party signing on behalf of the Holder is authorized to sign on behalf of the Holder; or any title matters whatsoever.

PREPARED IN THE LAW OFFICE OF:

Denton, Navarro, Rocha, Bernal, Hyde &
Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

:

**AFTER RECORDING
RETURN TO:**

City of South Padre Island
Susan Hill, City Secretary
4601 Padre Blvd.
South Padre Island, Tx 78597

9-18

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

MEETING DATE: February 7, 2018

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and possible action to approve a Beach and Dune Permit to construct a new 4-foot by 64-foot paver walkway, replace an existing propane tank and relocate/repair an existing gas line at property located at 1400 Gulf Boulevard (Sangria Condominiums).

ITEM BACKGROUND

Permit for the construction of a paver walkway.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Staff recommends the approval.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 30, 2017

Via Electronic Mail

Brandon Hill
Shoreline Management Director
City of South Padre Island
4601 Padre Blvd.
South Padre Island, Texas 78597-3410

Beachfront Construction Certificate & Dune Protection Permit in the City of South Padre Island

Site Address: 1400 Gulf Boulevard, South Padre Island
Legal Description: Lots 1-14, Block 1, Sangria Condominiums, Haas Subdivision
Lot Applicant: Sangria Condominium HOA c/o Reuben Flores
GLO ID No.: BDSPI-17-0343

Dear Mr. Hill:

The General Land Office has reviewed the application for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes to construct a new 4-foot by 64-foot paver walkway to the street along an existing asphalt driveway, and to replace an existing propane tank and relocate and repair an existing gas line. The proposed construction is located landward of the Historic Building Line (HBL). According to the Bureau of Economic Geology, the proposed construction is located in an area that is accreting.

Based on the materials forwarded to our office for review, we have no comments.

If you have any questions, please contact me by phone at (512) 463-0413 or by email at natalie.bell@glo.texas.gov.

Sincerely,

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

Beach & Dune Application

ISLAND

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

Site for Proposed Work

Legal Description Lots 1-14, BIKI, HASS Sub. Physical Address 1480 Gulf Blvd SPI.

Property Owner Information

Name SANGRIA Condominium HOA
Mailing Address P.O. Box 2399
City South Padre Island State TX
Zip 78597 Country Cameroon
Phone Number 956-761-2141
Fax Number _____
E-Mail Address sangriacondos@hotmail.com

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

Owner(s) Signature(s) _____
Date _____

Applicant / Agent for Owner

Name Ruben FLORES
Mailing Address P.O. Box 2399
City South Padre Island State TX
Zip 78597 Country Cameroon
Phone Number 761-2141
Fax Number _____
E-Mail Address sangriacondos@hotmail.com

Applicant Signature Ruben Flores
Date 10/4/17

Project Description

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

Install new paver walkway to the street along existing asphalt driveway. Propane tank will be downsized to 125 gal. and relocated across driveway inside fenced area. Gas line will be sleeved in 1 1/4" pvc under driveway with a 2 1/2" concrete cap to existing pool heater. Walkway will be approx. 4' x 64' with pavers.

Total Square Footage of Footprint of Habitable Structure: 20,576 sq ft.
Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): 30,000 sq ft.
Percentage Impervious Surface ((impervious surface / habitable footprint) * 100): 8.6

Please Note: the percentage of impervious surface cannot exceed 6% in an eroding area

Approximate Duration of Construction: 2 mos

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:

N/A

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:

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 _____ % of the dune vegetation on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information:

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 _____ % 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:

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

N/A

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

N/A

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:

N/A

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

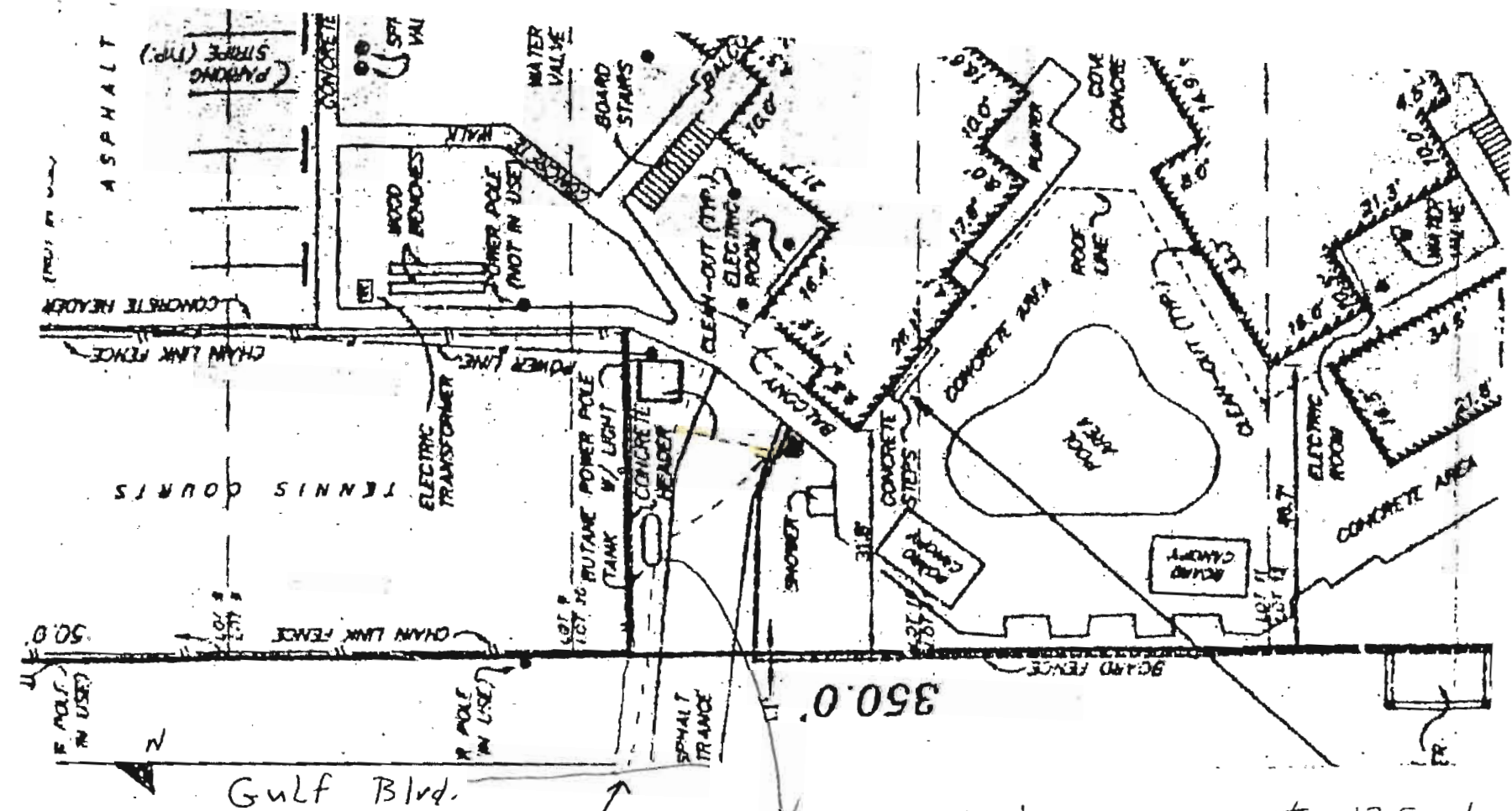
Other required application information:

- ☐ 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.

10-5



9-01

New power walkway approx.
4' x 43' to property line.
Request permission to
extend 21' to street
curb.
walkway total approx 64'.

250 gal tank downsized to 125 gal
upright across driveway behind
fenced area.

Gas line buried under driveway
in 1 1/4" pvc sleeve with a 2 1/2"
concrete cap to pool heater.

SANGRIA Condos
1400 Gulf Blvd.



R.O.W.

Paved sidewalk to street curb.

RECEIVED
11/8/17
[Signature]

10-8

SANGRIA Condos



Fire/Brown

Pad for new 125 gal vertical tank.

10-9

10-10

Gas line to be buried under
drive way.

Fire/Ground



SPANGLA Condos

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

MEETING DATE: February 7, 2018

NAME & TITLE: Susan Guthrie, City Manager

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to approve a five-year contract with STW, Inc. in the amount of \$17,653 for an initial setup fee and annual service for performance metric dashboards; and amend the General Fund budget to allocate excess reserves.

ITEM BACKGROUND

STW, Inc. (Open Gov) is a service that will allow the City to track and present performance metric dashboards. Some of the key factors for selecting this company is their system's ability to connect with our financial system: Tyler Technologies. They are also on the Texas Department of Information Resources (a BuyBoard system). This is a five-year contract, with a termination option, for \$14,403 annually, with an initial setup fee of \$3,250, for a total of \$17,653 in year one.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-515-0415 by \$17,453
The current level of excess reserves in the General Fund is approximately \$970,000

COMPREHENSIVE PLAN GOAL

Chapter 7: Goal 2: The City should ensure that communication be effective.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve contract & budget amendment.



212 E. Franklin Street
Grapevine, Texas 76051

(817) 329-1711
(817) 421-0206 (Fax)

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

Invoice Date	Invoice Number
02/01/2018	25077
Terms	Service Through
Due Upon Receipt	02/01/2018

Date	By	Services	Hours	Rates	Amount
02/01/2018	Stw Inc	OG - OpenGov: OpenGov Operational Performance Bundle (Reporting and Analysis + Performance Measures) \$8613.00 OpenGov Stories \$2,940.00 OpenGov ERP Integrations \$2,850.00 OpenGov Deployment \$3,250.00	Flat Fee	\$17,653.00	\$17,653.00
		OpenGov Totals	0.00	17,653.00	\$17,653.00
Total Labor					\$17,653.00
Total Invoice Amount					\$17,653.00

11-2

Contract Effective Date 2/1/2018
Contract End Date 1/31/2023
Contract Term 60 Months

Prepared By Andy Kalamaras
Title VP Sales
Email Address akalamaras@opengov.com

CUSTOMER INFORMATION

Customer Name South Padre Island, TX

ORDER DETAILS

Solution	Effective Date	End Date	License Type	Annually Recurring Cost
OpenGov Operational Performance Bundle	2/1/2018	1/31/2023	Annual	\$8,613.00
OpenGov Stories	2/1/2018	1/31/2023	Annual	\$2,940.00
OpenGov ERP Integration	2/1/2018	1/31/2023	Annual	\$2,850.00
OpenGov Deployment	2/1/2018		One-Time	

Total Annual Recurring Amount: \$14,403

SIGNATURE

Customer: South Padre Island, TX

Signature _____

Name _____

Title _____

Date _____

Notice Regarding Availability of Annual Appropriations

Orders placed under this contract will be funded by annual appropriations. Regulations permit agencies to obligate annual appropriations for a period not exceeding twelve months, and City is budgeting resources for this program and intends to obligate amounts sufficient to cover projected payments over twelve-month periods coinciding with the ordering periods. Depending on the negotiated alternative selected, orders may be subject to availability to appropriations for future fiscal years. Federal law prohibits agencies from obligating the District to make payments in advance of appropriations, i.e., beyond the permitted 12-month window. Notwithstanding, City does indicate, by placement of orders under this contract, its intent to continue to contract for the ordered products for the length of time specified in the contract. In the event of non-appropriation, orders may be terminated subject to the Early Termination provisions.

11-3

Appendix D to DIR-TSO-2577

CUSTOMER AGREEMENT **For Licensing, Installing and Supporting** **Application Software**

The parties to this Customer Agreement are STW, Inc. (STW), a Texas corporation and _____ Customer. This Customer Agreement sets forth the terms and conditions under which STW will furnish Licensed Products and provide certain services described herein to Customer, and Customer will pay therefore.

Exhibits attached which are a part of this Customer Agreement are:

Appendix A

For and in consideration of the mutual undertakings herein set forth, the parties hereto agree as follows:

1. DEFINITIONS. The following terms as defined below are used throughout this Customer Agreement.

(a) "Licensed Software." The machine-readable object code version of the software that STW makes generally available and described in Appendix A, whether embedded on disc, tape or other media.

(b) "Licensed Documentation." The published user manuals and documentation that STW makes generally available for the Software.

(c) "Updates." Any enhanced and/or improved versions of the Software provided under Appendix A of this Customer Agreement and released to the Customer after execution of this Customer Agreement.

(d) "Licensed Products." (1) The Licensed Software, (2) Licensed Documentation, (3) Updates, and (4) Licensed Custom Software provided under this Customer Agreement. or (5) any copy of items (1) - (4).

(e) "Licensed Custom Software." Any software programs (or portions of programs) developed by STW specifically for Customer's own use.

(f) "Authorized Copies." The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined as follows:

(1) the single copy of the Licensed Software and the related Licensed Documentation delivered by STW under this Customer Agreement; and

(2) any additional copies made by the Customer, as authorized in Section 3(c) and 3(d).

(g) "Designated System." The hardware and software as specified, listed in Appendix A, and installed at _____.

2. PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for STW during the term of this Customer Agreement shall be:

Steve Franklin
212 East Franklin Street
Grapevine, Texas 76051
Telephone: (817) 329-1711
Facsimile: (817) 421-0206

The primary contact for Customer during the term of this Customer Agreement shall be:

Telephone: _____
Facsimile: _____

Customer shall notify STW in writing of any change in the primary contact.

3. LIMITED USE LICENSE.

(a) In consideration of annual software rental fees and other charges, if any, and the applicable custom software fees, if any, as provided in Appendix A, STW hereby grants Customer and Customer hereby accepts from STW a non-transferable and non-exclusive right to use the Licensed Software only on the Designated System and only for its internal processing needs, subject to the terms and conditions specified herein for a term as provided by Section 18 herein.

(b) Once Customer has paid the annual software rental fees for Licensed Software, Customer shall have the right and license to use, enhance, or modify the Licensed Software only for the Customer's own use and only on the Designated System for the term of the license.

(c) In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) backup copies on magnetic media of each application of the Licensed Software and one backup copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from Customer's premises (as specified in the Definitions Section) so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product includes, without limitation, copies of the following:

- (1) program libraries, both source or object code;
- (2) operating control language;
- (3) test data, sample files, or file lay outs;
- (4) program listings; and
- (5) licensed documentation.

(d) Upon written request by Customer, and with written permission by STW, additional Authorized Copies may be made for Customer's internal use only.

(e) Customer may use the Licensed Products on the Designated System only while it possesses and operates the Designated System, and only during the term of the license.

(f) If Designated System becomes temporarily inoperable, Customer may load and use the Software on another System until the original Designated System becomes operable.

(g) Any other use or transfer of the Software will require STW's prior approval, which may be subject to additional charges.

(h) Customer may use Licensed Products only in and for the Customer's own internal purposes and business operations. Customer will not permit any other person to use Licensed Products, whether on a time-sharing, remote job entry or other multiple-user arrangement. Customer may make back-up archival copies of the Software and any related Updates. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise attempt to copy, translate, modify, adapt, decompile, disassemble or reverse engineer Licensed Products.

4. PAYMENT.

Customer agrees to pay STW the amounts specified in Appendix C in U.S. dollars. Payment terms under this Customer Agreement shall be in accordance with DIR Contract No. DIR-TSO-2577, Appendix A, Section 8.J.

5. LICENSED SOFTWARE UPDATES, CUSTOMER SUPPORT.

(a) STW agrees to provide Customer, at no additional charge, with the Updates that STW may make generally available during the Customer Agreement period. Customer agrees to install the Updates only on the Designated System. If an Update replaces the prior version of the Software, Customer agrees to destroy such prior version upon installing the Update. This Paragraph will not be interpreted to require STW to either:

- (1) develop and/or release Updates; or
- (2) customize Updates to satisfy Customer's particular requirements.

(b) Updates will not include any new Products that STW decides, in its sole discretion, to make generally available as a separately priced Update or option.

(c) Updates will provide full data compatibility with prior versions or will include programs and/or utilities to automatically convert prior data files to structures required by the Update.

(d) The following services shall also be included as Support, and provided under this Section:

- (1) Temporary fixes to Licensed Products;
- (2) Revisions to Licensed Documentation to reflect new software functions, features and operations;
- (3) Reasonable telephone and/or remote (dial-in) support for Licensed Products, Monday through Friday from 8:00 a.m. to 5:00 p.m., local time; and
- (4) Invitations to and participation in user group meetings, if any.

(e) Additional support for other services is available as requested by Customer, using the hourly rates as provided in the Addendum to this Customer Agreement. These additional services include, but are not limited to, the following:

- (1) Designing, programming and supporting Licensed Custom Software:

- (2) Maintaining modified Licensed Software and/or Licensed Custom Software;
- (3) File conversion assistance; and
- (4) Installation of Licensed Software updates.

6. LIMITED WARRANTIES.

The following provisions are subject to the terms of DIR Contract No. DIR-TSO-2577, Appendix A, Section 7.C:

(a) **Warranty.** STW warrants that Licensed Products and Updates will (1) conform to STW published product manuals in effect on the date of delivery; and (2) perform substantially as described in the accompanying Licensed Documentation after delivery for 90 calendar days. STW does not warranty that the Licensed Products will satisfy or may be customized to satisfy all of Customer's requirements.

(b) **Remedies.** In case of breach of warranty or any other duty related to the quality of the Licensed Products, STW or its representative will correct or replace any defective Licensed Product or, if not practicable, STW will accept the return of the defective Licensed Product and refund to Customer the amount actually paid to STW for the defective Licensed Product, less depreciation based on a five-year straight-line depreciation schedule, and a pro-rata share of any maintenance fees that Customer actually paid to STW for the period that such Licensed Product was not usable. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and STW's exclusive liability, for any breach of warranty or other duty related to the quality of the Licensed Products.

(c) **Disclaimer.** Except as expressly provided in this Customer Agreement, all warranties, conditions, representations, indemnities and guarantees with respect to the Licensed Products whether expressed or implied, arising by law, custom, prior oral or written statements by STW or its licensors or representatives or otherwise, including, but not limited to, any warranty or merchantability or fitness for particular purpose, are hereby overridden, and excluded and disclaimed.

(d) The foregoing warranties do not apply if the Licensed Products have been modified by any party other than STW or its authorized licensors or representatives.

7. INDEMNITY. Indemnity under this Customer Agreement shall be in accordance with DIR Contract No. DIR-TSO-2577, Appendix A, Section 10.A.

8. NO CONSEQUENTIAL DAMAGES. Limitation of Liability shall be in accordance with DIR Contract No. DIR-TSO-2577, Appendix A, Section 10.K.

9. OWNERSHIP.

(a) All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Products are and will remain the exclusive property of STW or its licensors, whether or not specifically recognized or perfected under applicable law. Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Customer Agreement other than the non-exclusive, nontransferable license to use the Licensed Products as restricted herein. Customer will not take any action that jeopardizes STW's or its licensor's proprietary rights or acquire any right in the Licensed Products, except the limited use rights specified in Section 3.

(b) STW or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Products, including any improvement or development thereof; however, for any

modification made specifically for customer and at customer's expense, customer has a perpetual, fully-paid, irrevocable license to those modifications (but not to the underlying licensed products).

(c) Customer will obtain, at STW's request, the execution of any instrument that may be appropriate to assign these rights to STW or its licensor or perfect these rights in STW's or its licensor's name.

(d) STW hereby warrants that STW has exclusive ownership of the Licensed Software. Customer agrees that STW claims exclusive ownership of the Licensed Software.

10. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.

(a) Customer acknowledges that Licensed Products incorporate confidential and proprietary information developed or acquired by or licensed to STW. Customer will take all reasonable precautions necessary to safeguard confidentiality or proprietary notice placed on Licensed Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

(b) Subject to requirements of the Freedom of Information Act (FOIA) and the Texas Public Information Act, each party shall hold all confidential information in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party. Subject to the requirements of the Texas Public Information Act, the other party agrees not to disclose any such confidential information by publication or otherwise, to any other person or organization.

(c) To the extent authorized under the Texas Public Information Act, Customer hereby acknowledges and agrees that all Licensed Products are confidential information and proprietary to STW. In addition to other restrictions set forth elsewhere in this Customer Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard STW's proprietary rights in Licensed Products, including without limitation the following measures:

(1) Customer shall permit access to Licensed Products only to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.

(2) With respect to agents or third parties, Customer shall permit access to Licensed Products only after STW has approved and returned a written non-disclosure statement to Customer. STW reserves the right to reasonably refuse access to a third party after it has evaluated the request. Customer agrees to provide information reasonably requested by STW to assist STW in evaluating Customer's request to permit third party access to Licensed Products. In addition to any other remedies, STW may recover all damages and legal fees incurred in the enforcement of this provision on third party access.

(3) Customer shall cooperate with STW in the enforcement of the conditions set forth in the non-disclosure statement, or any other reasonable restrictions STW may specify in writing in order to permit or restrict access.

(4) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials.

11. TERMINATION.

(a) By Customer: If STW fails to provide the Licensed Software as warranted in accordance with the terms of this Customer Agreement, Customer may at its option, for prorated refund, terminate this Customer Agreement with thirty (30) days written notice as follows:

(1) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(2) STW shall have thirty (30) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Customer Agreement;

(3) At the end of thirty (30) days unless the termination has been revoked in writing by Customer, the Customer Agreement terminates.

Termination shall be in accordance with DIR Contract No. DIR-TSO-2577, Appendix A, Section 11.A. and 11. B

(b) Upon termination of this Customer Agreement for any reason, to the extent authorized by applicable record retention laws and policies, Customer shall return or destroy all copies of the previously licensed software and shall cease all use of the software.

(c) This Customer Agreement shall endure to the benefit of and bind parties hereto, their successors and assigns.

(d) The provisions of Sections 6, 7, 8, 9 and 10 and any others relevant to any dispute between the parties, will survive the termination of this Customer Agreement.

12. RIGHT TO INSPECTION.

During the term of this Customer Agreement, STW or its representative may, upon fifteen (15) days prior written notice to Customer, inspect the files, computer processors, equipment and facilities of Customer during normal working hours to verify Customer's compliance with this Customer Agreement.

13. MISCELLANEOUS.

(a) All notices or approvals required or permitted under this Customer Agreement must be given in writing. Any waiver or modification of this Customer Agreement will not be effective unless executed in writing and signed by STW.

(b) This Customer Agreement will bind both the Customer's and STW's successors-in-interest. This Customer Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. If any provision of this Customer Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Customer Agreement.

(c) DIR Contract No. DIR-TSO-2577 and this Customer Agreement constitute the complete and entire statement of all conditions and representations of the agreement between STW and Customer with respect to its subject matter.

(d) This Customer Agreement may be amended or modified only in writing by both parties.

(e) Source code for the application Software will be resident on Customer's Designated System, during the term of the Customer Agreement.

(f) During the term of this Customer Agreement and for a period of twelve (12) months after termination of this Customer Agreement, the Customer and STW may not solicit any of the employees of the other party or persons who have been employed by either party within the immediate past twelve (12) months without the prior written consent of the other party. General advertisements of employment by either party do not violate this provision.

14. INSTALLATION AND TRAINING.

(a) STW shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. Customer and STW will develop a mutually agreeable training schedule. Costs for hourly services are described in Appendix C, Pricing Index.

(b) Installation and training support services will be performed at Customer's premises, unless otherwise stated.

(c) Training shall consist of both operational and administrative information.

(d) Training will also include hardware and data communications systems, as applicable, including, but not limited to, system configuration, back-up and recovery training, standards for system management and general operations training for Customer personnel.

(e) Each software application training shall be provided by STW. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written and/or on-line documentation.

15. INDEPENDENT CONTRACTOR.

STW is an independent Contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees. STW does not own or lease automobiles and Customer shall not have any authority over STW personnel as to how or when they use their automobiles and thus Customer bears neither responsibility nor liability for vehicular accidents involving STW personnel.

16. INSURANCE REQUIREMENTS.

Each party shall be responsible for Worker Compensation coverage for its own personnel. STW shall not commence work under this Customer Agreement until it has obtained Worker Compensation Insurance. STW shall procure and maintain, during the term of this Customer Agreement, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Other required insurance provisions are contained in DIR Contract No. DIR-TSO-2577, Appendix A, Section 10.N, as applicable. As of the date of the Contract, STW does not own or lease or rented automobiles and Customer shall not have any authority over STW personnel as to how or when they use their automobiles and thus Customer bears neither responsibility nor liability for vehicular accidents involving STW personnel. STW shall not be required to carry business automobile liability insurance. In the event STW changes its policies about company owned or leased, or rented automobiles, then STW will comply with the automobile insurance requirements of DIR Contract No. DIR-TSO-2577.

17. NOTICES

Notices to STW shall be mailed certified mail, return receipt requested to:
Mr. Steve Franklin, 212 East Franklin Street, Grapevine, TX 76051.

Notices to Customer shall be mailed certified mail, return receipt requested to:

18. TERM OF LICENSE AND SOFTWARE SUPPORT

The initial term of this Customer Agreement is one year from the date of the authorized signatures provided below, and may be renewed annually upon written notice from Customer. Reasonable price increases are applicable after the first year of the Customer Agreement.

DIR Contract No. DIR-TSO-2577 and this Customer Agreement contain the complete and exclusive statement of the Agreement between the parties concerning the matters referred to herein and replace any prior oral or written representations or communications between the parties. In the event of conflict among provisions, the DIR contract controls. Each individual signing below represents that they have the requisite authority to execute this Customer Agreement on behalf of the organization for which they represent and that all necessary formalities have been met.

This Customer Agreement is effective upon the last date shown on this page.

AGREED TO BY:

STW, INC.

CUSTOMER: _____

By: _____
Authorized Signature

By: _____
Authorized Signature

Steve Franklin, President
Name & Title

Name & Title

Date: _____

Date: _____

Appendix A

1. Installation Time. STW agrees to complete installation of all software modules within one year.
2. Licensed Products and Charges: The following charges contain the customer discounts as specified in DIR Contract No. DIR-TSO-2577, Appendix C Pricing Index.

Application	One Time License Fee	Annual Maintenance & Software Lease	Total Cost
Totals:			

3. Payment Schedule: Payments under this Customer Agreement shall be in accordance with DIR Contract No. DIR-TSO-2577, Appendix A, Section 8.J.

4. Miscellaneous:

(a) **System Conversion.** STW agrees to be responsible for system conversion to Designated System. Acceptable conversion shall require that prior Customer data files are operational and "in balance" under the Customer's current application software environment. The cost of the conversion is based upon the hourly charges as specified in 4(c).

(b) **Use of Independent Contractors.** STW may engage independent contractors to perform all or part of STW's obligations under this Customer Agreement. If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

(c) Hourly Charges. Charges for services performed, such as charges for Software customization, installation, training, and conversion shall be in accordance with DIR Contract No. DIR-TSO-2577, Appendix C, minus applicable discounts as specified by DIR Contract No. DIR-TSO-2577, plus allowable travel costs which are defined by DIR Contract No. DIR-TSO-2577, Appendix A, Section 8.F.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
STW, INC.

1. Introduction

A. Parties

This Contract for Products and Related Services is entered into between the State of Texas, acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and STW, Inc. ("Vendor"), with its principal place of business at 212 Franklin Street, Grapevine, Texas 76051.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-221, on February 28, 2014, for Enterprise Resource Planning (ERP) Products, Supplemental Modules, and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-221 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-221, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-221, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1 and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is insert number percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Adolfo Urquieta
STW, Inc.
212 Franklin Street
Grapevine, Texas 76051
Phone: (972) 835-4246
Facsimile: (817) 421-0206
Email: adolfo@stwinc.net

7. **Shrink/Click-wrap and Customer Agreements**

A. Customer Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Customer Agreement set forth in Appendix D of this Contract. No changes to the Customer Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D. Vendor and Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Customer Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Customer Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Customer Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Customer Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Contract or any Appendices.

No exceptions have been agreed to by DIR and Vendor.

(Intentionally Left Blank)

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

STW, Inc.

Authorized By: __Signature on file__

Name: ____David Johnson____

Title: ____President____

Date: ____7/1/14____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: __Signature on file__

Name: ____Karen Robinson____

Title: ____Executive Director____

Date: ____7/25/14____

Office of General Counsel: ____7/22/14____

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

- C. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- D. CPA** – refers to the Texas Comptroller of Public Accounts.
- E. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- F. Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- G. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- H. State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

- 1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- 3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

- 1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.
- 2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1) "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii)

trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in

the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a

court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

- a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Filler information: Order Filler name, Order Filler business address, Order Filler CPA Identification Number, Order Filler contact person email address and phone number.
- b) DIR reserves the right to require the Vendor to rescind any such Order Filler participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.
- d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.
- e) Vendor shall not prohibit Order Filler from participating in other procurement opportunities offered through DIR.

2) Changes in Order Filler List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Filler information listed in Section 7.B.1.a above.

3) Order Filler Pricing to Customer

Order Filler pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8. Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C. Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Filler will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers

for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the products and services awarded;
- b) description of product and service awarded
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) designated Order Fulfillers;
- f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- g) instructions for obtaining quotes and placing Purchase Orders;
- h) warranty policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to

facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for

attendance at the meeting.

J. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports,

subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is

unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract..

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office

hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving

infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;

- (ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;
- (x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- (xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;
- (xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
- (xvii) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

- 1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- 2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

- 1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured; and
- d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other

resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with

the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30)

calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration

of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

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

MEETING DATE: February 7, 2018

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

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to approve the 2017 Annual Tax Increment Reinvestment Zone Report.

ITEM BACKGROUND

In accordance with the Texas Tax Code, Chapter 311, Section 311.016, the City is required to submit an annual report within 150 days of the end of the fiscal year to all taxing entities. This report was submitted to the Texas Comptroller of Public Accounts, Cameron County Program Development Department and County Auditor, Point Isabel Independent School District, Laguna Madre Water District, Port Isabel Navigation District, South Texas Independent School District and Texas Southmost College.

The City's contributes 100% of the incremental tax increase on those properties within the zone and the County contributes 75% of the Maintenance and Operations portion of their tax rate.

The City has paid into the TIRZ a total of \$178,257.87 from 2012 through 2016 and the County has contributed \$10,737.58 with the 2016 payment of \$28,346 pending. The City's 2017 contribution is expected to be \$32,373 and the County's is expected to be \$27,525, based on a 100% tax collection rate.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

Chapter IV: Goal 1: The City shall ensure orderly growth, with anticipated infrastructure and facility needs, in a fiscally responsible manner.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve 2017 Annual TIRZ Report.



January 17, 2018

Hon. Eddie Trevino, Jr.
Cameron County Judge
Cameron County Courthouse
1100 East Monroe
Brownsville, Texas 78520

RE: 2017 Annual Report for South Padre Island Tax Increment Reinvestment Zone No. 1

Dear Judge Trevino:

Please accept this correspondence as the 2017 annual report for City of South Padre Island, Texas Tax Increment Reinvestment Zone No. 1, in compliance with Chapter 311, Sec. 311.016 of the Texas Tax Code.

To date, the total of all payments made to the Zone for tax years 2012, 2013, 2014, 2015, and 2016 by the City is \$178,257.87. Cameron County paid \$18,237.58 into the zone for 2015, less \$7,500.00 for administrative fees, and is pending an estimated payment of \$28,346.00 for 2016.

The City has an active \$3.5 million grant from TxDOT for improvements to Padre Boulevard, within the Zone's boundaries. These improvements include removal of existing asphalt sidewalks, installation of new sidewalks, and landscaping. Engineering design for these improvements is 100% complete. Construction commenced in May 2017 and improvements are approximately 43% complete. The project limits are from the Isla Blanca entrance to the Convention Centre.

In 2017 the City issued \$9,085,000 in Venue Hotel Occupancy Tax Revenue Bonds, part of which will be used to help complete improvements on Padre Blvd.

The Zone presently has a total of 274 tax accounts and the base year is 2011. Total tax accounts include those accounts that were originally part of the Zone when it was created in 2011 and new accounts annexed in 2016. The 2011 base year value for all accounts in the zone is \$90,721,360.


Based on certified appraisal information, the total incremental assessed value increase for the Zone for 2017, for all 274 tax accounts, was \$10,256,367. Assuming a 100% tax collection rate for Zone accounts, the City's revenue contribution to the Zone for 2017 is expected to be \$32,373, while the County's contribution is estimated at \$27,525. See below.

<u>Tax Year</u>	<u>City</u>	<u>County</u>	<u>Total</u>
2017	\$32,373	\$27,525	\$59,898

The City contributes incremental revenue to the Zone at 100% of its tax rate, which was .315640 per \$100 in 2017. The County contributes to the Zone at 75% of incremental value and applies its M&O rate. The County's M&O rate for 2017 was .357829.

If you have any questions or need more information, please let me know.

Sincerely,


 Darla A. Jones
 Assistant City Manager

CC:

Susan Combs
 Texas Comptroller of Public Accounts
 Tax Increment Financing Office
 P. O. Box 13528, Capital Station
 Austin, Texas 78711-352

Mark Yates
 Program Development Department
 Cameron County Courthouse
 1100 East Monroe, Rm. 105
 Brownsville, Texas 78520

Martha Galarza, CPA
 County Auditor
 Cameron County Courthouse
 1100 East Monroe, Rm.
 Brownsville, Texas 78520

Point Isabel ISD
 Dr. Lisa Garcia, Superintendent
 101 Port Rd
 Port Isabel, Tx 78578

Laguna Madre Water District
 Carlos Galvan, General Manager
 105 Port Road
 Port Isabel, Tx 78578

Port Isabel Navigation District
 250 Industrial Dr
 Port Isabel, Tx 78578

South Texas ISD
 100 Med High Drive
 Mercedes, Tx 78570

Texas Southmost College
 80 Fort Brown
 Brownsville Tx 78520

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

MEETING DATE: February 7, 2018

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance

ITEM

Discussion and action on first reading to adopt Ordinance 18-08 amending the city's fiscal year 2017-18 operating budget to incorporate prior budget amendments and budget modifications from October 1, 2017 through January 31, 2018.

ITEM BACKGROUND

The City of South Padre Island Home Rule Charter (section 5.07 (a)) establishes that supplemental appropriations should be approved by resolution/ordinance.

The document attached summarizes the 2017-18 budget amendments already approved by City Council, which must be formally adopted through an ordinance.

BUDGET/FINANCIAL SUMMARY

Adoption of 2017-18 budget amendments through an ordinance.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff recommends approval of ordinance amending the 2017-18 budget.

ORDINANCE NO. 18-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS; AMENDING THE CITY'S FISCAL YEAR 2017 - 2018 OPERATING BUDGET.

WHEREAS, pursuant to Ordinance 17-11, the City of South Padre Island (the "City") adopted the budget for the City for the fiscal year 2017 - 2018 (the "Budget"), which provides funding for the City's operations throughout said fiscal year; and

WHEREAS, the City needs to adjust the Budget for municipal purposes; and

WHEREAS, City staff has recommended that the City Council of the City adjust the Budget as provided for herein; and

WHEREAS, the City Council of the City has determined that it is in the best interests of the City to adjust the Budget as provided for herein.

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

Section 1. The City's Budget is hereby adjusted as follows:

- Increase General Fund revenues by \$77,706
- Increase General Fund expenditures by \$391,265
- Increase Hotel Motel Fund expenditures by \$879,029
- Increase Convention Centre Fund expenditures by \$11,788
- Increase Police Forfeiture Fund expenditures by \$85,414
- Decrease Transit revenues by \$2,500
- Increase Gulf Blvd. Construction Fund expenditures by \$12,661
- Increase Venue Tax Construction Fund expenditures by \$7,420
- Increase Beach Maintenance Fund expenditures by \$170,000
- Increase Beach Access Fund expenditures by \$434,765
- Increase EDC expenditures by \$100,000
- Increase Beach Nourishment Fund expenditures by \$31,000

Section 2. This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith and shall not be codified.

Section 3. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance for it is the definite intent of this City Council that

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

Section 4. This Ordinance shall become effective immediately.

PASSED, APPROVED AND ADOPTED on First Reading, this ____ day of _____ 20__.

PASSED, APPROVED AND ADOPTED on Second Reading, this ____ day of _____ 20__.

ATTEST:

**CITY OF SOUTH PADRE
ISLAND, TEXAS**

Susan Hill, CITY SECRETARY

Dennis Stahl, MAYOR

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

MEETING DATE: February 7, 2018

NAME & TITLE: Wendi Delgado

DEPARTMENT: Administrative Services Director

ITEM

Discussion and action to approve first reading of Ordinance No. 18-09 amending Chapter 2, Sec. 2-36 City Departments changing the name of the Development Department to the Planning Department to better reflect the responsibilities of this department of the City.

ITEM BACKGROUND

This request is being made to accurately reflect the City structure in the correct ordinance.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

Chapter 1: Land Use

Chapter 2: Growth and Infrastructure

LEGAL REVIEW

Sent to Legal: YES: _____

NO: x

Approved by Legal: YES: _____

NO: _____

RECOMMENDATIONS/COMMENTS

Staff recommends approval of this item.

ORDINANCE NO. 18-09

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY CHANGING THE NAME OF THE DEVELOPMENT DEPARTMENT TO THE PLANNING DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

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

Section 1. Chapter 2 Sec. 2-36 of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows:

“Sec. 2-36 City Departments

(A) There is hereby established for the City of South Padre Island a Parks and Recreation Department.

(B) The Departments of the City are:

City Manager’s Office
Finance
Fire
Police
Convention and Visitor’s Bureau
Transit
Administrative Services
Environmental Health
Information Technology
~~Development~~ Planning
Public Works
Parks and Recreation
Shoreline”

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

Section 4. This Ordinance shall become effective immediately.

PASSED, APPROVED AND ADOPTED on First Reading, the 7th day of February 2018.

PASSED, APPROVED AND ADOPTED on Second Reading, the 21st day of February 2018.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

Susan Hill, City Secretary

Dennis Stahl, Mayor

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

MEETING DATE: February 7, 2018

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action on the approval and/or sponsorship of a Dune Ridge Construction Permit Application submitted by Isla Del Sol Condominium Association.

ITEM BACKGROUND

CITY SPONSORED DUNE RIDGE CONSTRUCTION PERMITS.

A. The City endorses the concept of City-sponsored activities to alter existing dune shape and size where a complete dune ridge construction plan has been reviewed and approved by the City. In the event that a specific property owner wishes to alter dunes seaward of their retaining wall, that property owner may present a plan to City staff that includes the pertinent items and information as necessary to completely understand and review the application. Once complete, staff will forward the plan to the Shoreline Task Force, who will in turn provide a recommendation to the City Council for review and consideration. The City Council will determine if the City wishes to approve and sponsor such activity.

B. The City may approve and/or sponsor dune ridge construction activities only if it finds as a fact, after a full investigation, that the particular project as proposed, meets the criteria below. Failure to meet any one of these criteria will result in a finding of material weakening or material damage and the City shall not approve the application for the dune ridge construction activity as proposed.

- (1) the height of the existing dune(s) is/are greater than fifteen feet (15') above sea level;
- (2) an affirmative demonstration can be made that substantial dunes would likely form naturally in the area of the proposed dune ridge construction project;
- (3) the project demonstrates equal or better protection with the proposed dune ridge construction plan;
- (4) the adjacent littoral property owner(s) provide written consent for the proposed dune ridge construction project;
- (5) the adjacent littoral property is in compliance with previously issued and approved Beach and Dune permits;

(6) the City shall ensure that all sand seaward of the Historic Building Line (or in the case of Lots 1, 2, 3 & 4 of Block 156, PBX, seaward of the retaining wall) remains in the beach/dune system;

(7) the height of the altered dunes seaward of the Historic Building Line (or in the case of Lots 1, 2, 3 & 4 of Block 156, PBX, seaward of the retaining wall) can be no lower than ten feet (10') above sea level;

(8) the altered dune(s) must be vegetated with indigenous dune vegetation and watered to stabilize the dune(s); and

(9) the project shall not restrict or interfere with the public's access to the beach or use of the beach at normal high tide.

C. If the City Council approve and sponsor such activity, the City will forward the plan, with appropriate and pertinent information and the expected time frame from beginning of the project to completion, to the General Land Office and the Office of the Attorney General for their review and approval. These state agencies shall have fifteen (15) working days from receipt of the proposed dune ridge construction application to review, and provide comments to the City.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

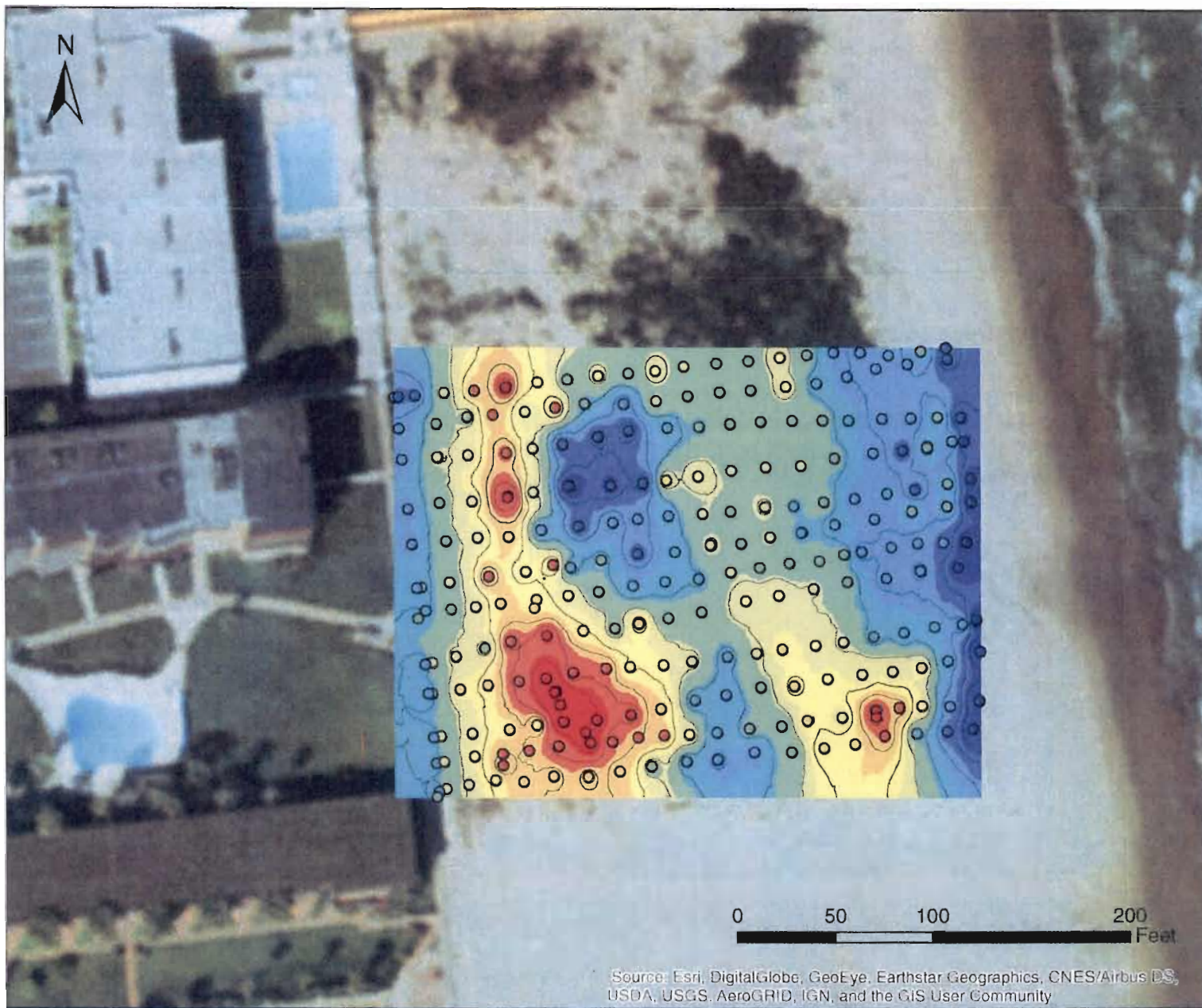
LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

15-2



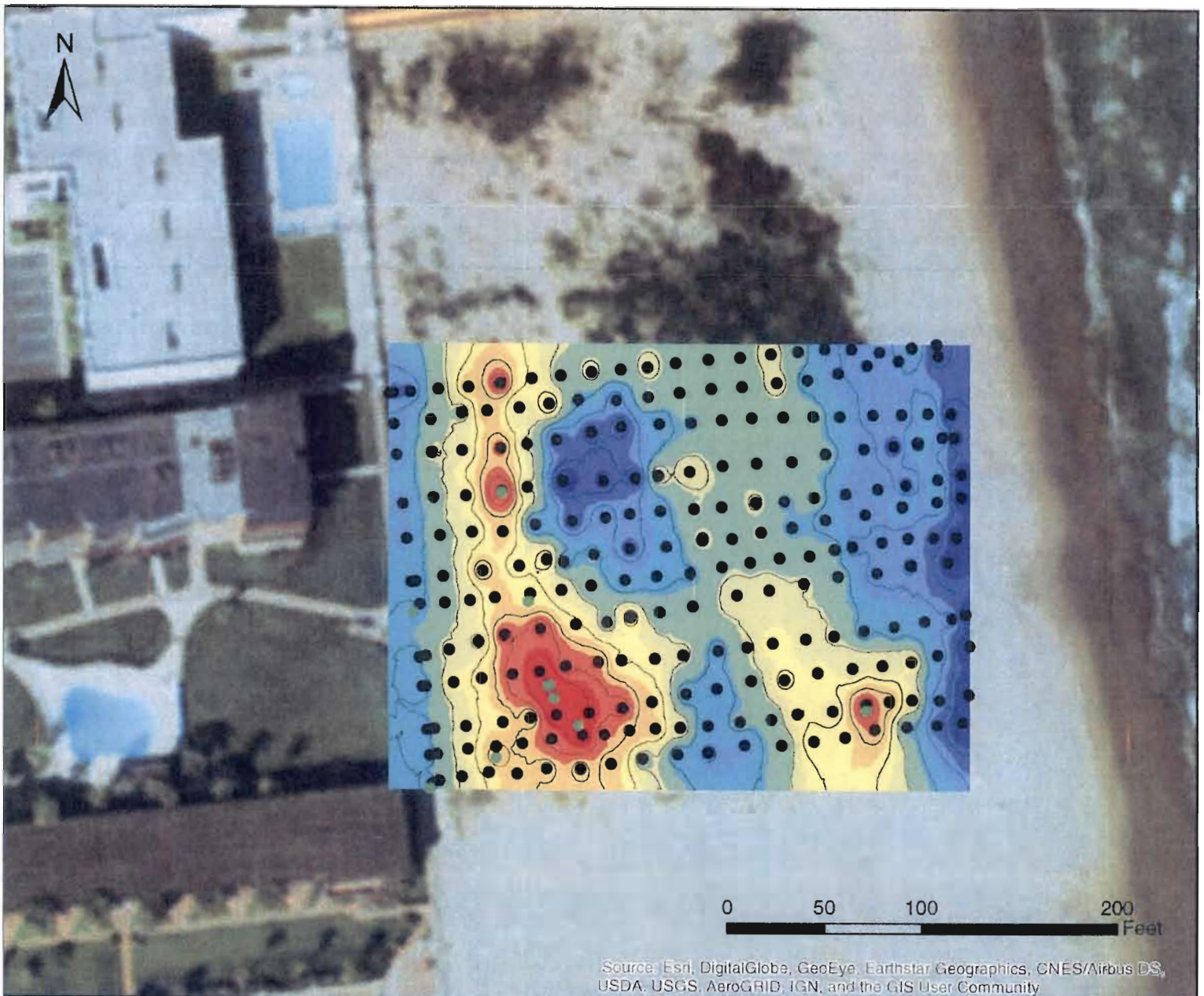
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- 8.210419 - 8.998058
- 8.998059 - 9.690044
- 9.690045 - 10.316757
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15-3



Points_Merge

- 1/22/2018
- 1/25/2018

Points_Merge elevation

- 4.621445 - 5.959483
- 5.959484 - 7.208290
- 7.208291 - 8.210418
- 8.210419 - 8.998058
- 8.998059 - 9.690044
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- 11.822729 - 13.320656
- 13.320657 - 15.276638

Idw_Merged_Points

<VALUE>

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