

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

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A REGULAR MEETING ON:

WEDNESDAY, JUNE 5, 2013

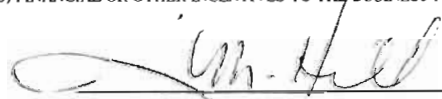
5:30 P.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

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. Proclamation: Children's Book of the Month for June 2013: *Roberto Clemente: Pride of the Pittsburgh Pirates* by Jonah Winter
 - b. Presentation: Recap of the Memorial Day Weekend Concerts (Soliz)
5. Approve Consent Agenda:
 - a. Approve minutes of May 15, 2013 Regular Meeting. (Hill)
 - b. Approve invoices for payment. (Gimenez)
6. Update and public discussion regarding the Convention Centre Renovation and Expansion project. (Pinkerton)
7. Presentation, discussion and action pertaining to the South Padre Island's Convention Centre Renovation & Expansion Project. (Pinkerton)
 - a. Discussion and action regarding the Convention and Visitors Transition Board's design recommendations.
 - b. Discussion and action to provide direction to Gignac Architects and TVS regarding the completion of the Schematic Design.
8. Discussion and action to consider allowing Sand Castle Co-Council of Owners to erect a gate at West Kingfish street ending for the purposes of closing the street ending at night and during holidays for security purposes. (Listi)


9. Discussion and action to consider Friends of Animal Rescue's request for additional funds to be used to fund the neuter/spay of animals that are currently housed at the shelter which would reduce in house populations and allow for a speedier placement rate. (Bagley)
10. Discussion and possible action regarding Padre Boulevard/PR 100 improvements. (Newman)
11. Discussion and action to approve Resolution No. 2013-12 amending Resolution No. 2012-37 to give the Convention and Visitors Transition Board the authority to commit budgeted funds in the Marketing and Events Marketing budgets. (Fudge)
12. Discussion and action on the proposed policy for landscaping of property beachward of beachfront property at Shores subdivision, South Padre Island. (Trevino)
13. Discussion and action on the beach and dune permit for Shores subdivision to conduct their own beach raking to supplement the City's efforts. (Trevino)
14. Discussion and action to approve the submittal of the South Padre Island Beach Nourishment with Beneficial Use of Dredge Material project goal summary for CEPRA Cycle 8 funding and the resolution supporting the project. (Trevino)
15. Discussion and action to award contract for engineering services for paving of Gulf Boulevard. (Newman)
16. Discussion and action to appoint a Capital Improvements Committee. (Jones)
17. Discussion and action regarding the online booking engine for Sopadre.com provided by Advanced Reservation Systems, Inc. (Holthusen)
18. EXECUTIVE SESSION: PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; TO DISCUSS:
 - a. Discussion of purchase, exchange, lease or value of real property.
19. Discussion and action regarding purchase, exchange, lease or value of real property. (Council)
20. Adjourn.

WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA. PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS ABOUT SECURITY DEVICES; AND/OR 551.086, DISCUSS (A) COMMERCIAL OR FINANCIAL INFORMATION RECEIVED FROM A BUSINESS PROSPECT WITH WHICH THE CITY IS CONDUCTING NEGOTIATIONS, OR (B) FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROJECT.

DATED THIS THE 31ST DAY OF MAY 2013


Susan M. Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON MAY 31, 2013, 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 INTERPRETING SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, JAY MITCHIM; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-1025.

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

MEETING DATE: June 5, 2013

ITEM DESCRIPTION

NOTE: All matters listed under Consent Agenda are considered routine by the City Council of the City of South Padre Island and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

Items to be considered are:

- a. Approve minutes of May 15, 2013 Regular Meeting. (Hill)
- b. Approve invoices for payment. (Gimenez)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

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

MEETING DATE: June 5, 2013

NAME & TITLE: Susan Hill, City Secretary

DEPARTMENT: City Manager's Office

ITEM

Approve minutes of May 15, 2013 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, MAY 15, 2013

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, May 15, 2013 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Pinkerton called the meeting to order at 5:30 p.m. A quorum was present: Council Member Robert A. Fudge, Alex Avalos, Sam A. Listi and Alita Bagley. Council Member JoAnn Evans was out with an excused absence. Also present was City Attorney Paul Cunningham.

City staff members present were City Manager Joni Clarke, Assistant City Manager Darla Jones, Police Chief Randy Smith, Public Works Director Marcy Newman, Finance Director Rodrigo Gimenez, Interim CVB Director Sylvia Soliz, Administrative Services Director Wendi Delgado, Environmental Health Services Director Victor Baldovinos, Transit Director Jesse Arriaga, Coastal Resources Manager Reuben Trevino, Special Events Manager Mary Kay Hancock, Public Information Officer Naida Robles and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE

Mayor Pinkerton 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: 2013 TEXAS MUNICIPAL HUMAN RESOURCES
ASSOCIATION PROFESSIONAL OF THE YEAR
AWARD**

Mayor Pinkerton read and presented a proclamation recognizing Wendi Delgado, Administrative Services Director, as the recipient of the 2013 Texas Municipal Human Resources Professional of the Year Award.

V. APPROVE CONSENT AGENDA:

Council Member Listi made a motion, seconded by Council Member Avalos to approve the Consent Agenda.

a. **APPROVE MINUTES OF MAY 1, 2013 WORKSHOP AND REGULAR MEETING. (HILL)**

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

Invoices approved for payment were paid by General Fund checks numbered 127560 through 127652 and EFT payments totaling \$403,223.77.

c. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 13-09 AMENDING CHAPTER 20, SECTION 20-5 PERTAINING TO ZONING AND AMENDING THE "ZONING DISTRICT MAP" TO INCLUDE NEWLY ANNEXED PROPERTIES AND THE APPLICABLE ZONING DISTRICTS. (JONES)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 13-09, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

d. **APPROVE EXCUSED ABSENCE REQUEST FOR COUNCIL MEMBER JOANN EVANS FROM THE MAY 15, 2013 CITY COUNCIL MEETING. (EVANS)**

VI. **DISCUSSION AND ACTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO NEGOTIATE THE EXTENSION AND NECESSARY AMENDMENTS RELATING TO THE LEASE AGREEMENT WITH CAMERON COUNTY TO CONTINUE THE USE OF LEASED LAND FOR THE OPERATION, RENOVATION AND POSSIBLE EXPANSION OF THE CONVENTION CENTRE AND A POSSIBLE HOTEL COMPLEX. (PINKERTON)**

Council Member Bagley made a motion to authorize the Mayor to negotiate the extension/amendments of lease agreement with Cameron County for the Convention Centre Renovation and Expansion project. Motion was seconded by Council Member Fudge which passed on a unanimous vote.

VII. **DISCUSSION AND ACTION TO AUTHORIZE A REQUEST FOR A TWO-STEP PROCESS OF SOLICITATION FOR A HOTEL DEVELOPER IN PARTNERSHIP WITH CAMERON COUNTY TO DEVELOP A CONVENTION CENTER HOTEL IN CONJUNCTION WITH THE CONVENTION CENTRE RENOVATION AND EXPANSION PROJECT, SUBJECT TO SUCCESSFUL NEGOTIATIONS WITH CAMERON COUNTY. (PINKERTON)**

Council Member Listi made a motion, seconded by Council Member Fudge move forward with the project. Council Member Listi and Fudge amended the motion to approve Request for Qualifications (RFQ) for the solicitation of a hotel developer to develop a Convention Center hotel in conjunction with the Convention Centre

Renovation and Expansion Project. Motion passed on a 4 to 1 vote with Council Member Avalos casting a nay vote.

VIII. PRESENTATION, DISCUSSION AND ACTION PERTAINING TO THE SOUTH PADRE ISLAND'S CONVENTION CENTRE RENOVATION & EXPANSION PROJECT. (PINKERTON)

a. PRESENTATION BY GIGNAC ARCHITECTS AND TVS REGARDING THE SCHEMATIC DESIGN.

Kevin Gordon, with TVS Design, gave a presentation regarding the schematic design for the Convention Centre Renovation & Expansion project and gave different scenarios based on perceived priorities for the renovation and/or future expansion needs.

b. DISCUSSION AND ACTION TO PROVIDE DIRECTION TO GIGNAC ARCHITECTS AND TVS REGARDING THE COMPLETION OF THE SCHEMATIC DESIGN.

Mayor Pinkerton made a motion, seconded by Council Member Bagley to direct the Convention Center Transition Board to review and make a recommendation to the City Council of which priority to proceed with regarding the completion of the schematic design. Motion passed unanimously.

IX. DISCUSSION AND ACTION REGARDING APPROVAL OF CONTRACT FOR MARKETING/ADVERTISING AGENCY TO PREPARE AND PLACE ADVERTISING AND MARKETING COMMUNICATIONS FOR THE CITY OF SOUTH PADRE ISLAND FOR THE REMAINDER 2012/13 FISCAL YEAR. (SOLIZ)

Mayor Pinkerton made a motion to approve contract with Machete Creative, LLC for marketing/advertising for the City for the remainder to the 2012/13 fiscal year. Motion was seconded by council Member Avalos which carried on a unanimous vote.

X. DISCUSSION AND ACTION TO: (NEWMAN)

a. AUTHORIZE THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ENGINEERING AND DESIGN SERVICES FOR THE CITY'S 2013 STREET IMPROVEMENTS PROJECT.

b. IF AN AGREEMENT CANNOT BE REACHED WITH KIMLEY-HORN AND ASSOCIATES, INC., APPROVE NEGOTIATING A CONTRACT WITH TEDSI INFRASTRUCTURE GROUP.

Council Member Fudge made a motion, seconded by Council Member Listi to approve Items a and b for the engineering and design services for the 2013 Street Improvement Project. Motion passed unanimously.

XI. DISCUSSION AND ACTION TO APPROVE SURVEY QUESTIONS FOR IMPLEMENTATION OF BIENNIAL CITIZEN SURVEY. (ROBLES)

Council Member Listi made a motion to approve survey question for the biennial Citizen Survey. Motion was seconded by Council Member Avalos. Motion carried on a unanimous vote.

XII. DISCUSSION AND ACTION REGARDING THE CITY'S PROPOSED BEACH USER FEE (PAID PARKING) PROPOSAL AND PROVIDE GUIDANCE TO STAFF TO AMEND CHAPTER 22 DUNE PROTECTION, BEACH RENOURISHMENT, AND ACCESS PLAN TO INCLUDE THE PROPOSED BEACH USER FEE. (LISTI/TREVINO/NEWMAN)

Council Member Avalos made a motion to table this item until the next City Council meeting. Motion was seconded by Council Member Bagley. Motion carried on a 3 to 2 vote with Council Members Fudge and Listi casting a nay vote.

XIII. DISCUSSION AND ACTION TO APPROVE A BUDGET AMENDMENT TO ALLOCATE FUNDS FROM THE GENERAL FUND FISCAL YEAR 2012-2013 IN THE AMOUNT OF \$8,848.75 FOR THE ANTI-LITTER BEACH PROGRAM. (BAGLEY)

Council Member Avalos made a motion, seconded by Council Member Bagley to approve budget amendment to allocate \$8,848.75 for the Anti-litter Beach Program. Motion carried unanimously.

XIV. DISCUSSION AND ACTION REGARDING AMENDMENTS TO THE CRITERIA FOR ELIGIBILITY AND POLICY FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES. (NEWMAN)

Council Member Bagley made a motion to approve amendments to the Traffic Calming Devices Installation Policy and criteria for eligibility. Motion was seconded by Council Member Avalos. Motion passed on a 4 to 1 vote with Council Member Fudge casting a nay vote.

XV. DISCUSSION AND ACTION REGARDING AMENDMENTS TO STANDARDS AND SPECIFICATIONS FOR ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE CITY OF SOUTH PADRE ISLAND. (NEWMAN)

Council Member Fudge made a motion, seconded by Council Member Listi to approve the amendments to the Standards and Specifications for acceptance of public improvements. Motion carried on a unanimous vote.

XVI. DISCUSSION AND ACTION TO APPROVE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GIGNAC & ASSOCIATES, LLP FOR ARCHITECTURAL SERVICES FOR THE CITY'S FUTURE TRANSIT MULTI-MODAL PROJECT AND APPROVE PURCHASE ORDER IN THE AMOUNT OF \$262,500. (ARRIAGA)

Council Member Bagley made a motion to approve and authorize the City Manager to enter into an agreement with Gignac & Associates for Architectural Services for the proposed Transit Multi-modal Project; and approve purchase order in the amount of \$262,500. Motion was seconded by Council Member Avalos, which passed unanimously.

XVII. DISCUSSION AND ACTION TO ACCEPT TEXAS DEPARTMENT OF TRANSPORTATION PROJECT GRANT AGREEMENT RPT 1307 IN THE AMOUNT OF \$380,171 AND AUTHORIZE THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT. (ARRIAGA)

Council Member Bagley made a motion, seconded by Council Member Fudge to accept TxDOT Grant in the amount of \$380,171 and authorize the City Manager to enter into grant agreement. Motion carried unanimously.

XVIII. ADJOURN.

There being no further business, Mayor Pinkerton adjourned the meeting at 7:51 p.m.

Susan M. Hill, City Secretary

APPROVED

Robert N. Pinkerton, Jr., Mayor

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

MEETING DATE: June 5, 2013

NAME & TITLE: Rodrigo Gimenez, Finance Director

DEPARTMENT: Finance

ITEM

Approve invoices for payment by General Fund checks numbered 127653 through 127842 and EFT payments totaling \$705,253.35.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

5-8

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.	I-201305144608	01 -2470	T.M.R.S. T.M.R.S. APRIL 2013	999999	35,334.77
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 35,334.77

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-020100	T.M.R.S.	I-201305144608	01 -512-0080	TMRS T.M.R.S. APRIL 2013	999999	3,111.61
DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL:						3,111.61

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-020100	T.M.R.S.	I-201305144608	01 -513-0080	TMRS	T.M.R.S. APRIL 2013	999999 2,404.86
DEPARTMENT 513 FINANCE DEPARTMENT					TOTAL:	2,404.86

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	01 -514-0080	TMRS		
				T.M.R.S. APRIL 2013	999999	392.58
DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:						392.58

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.	I-201305144608	01 -515-0080	TMRS	T.M.R.S. APRIL 2013	999999
						1,477.09
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:						1,477.09

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-020100	T.M.R.S.	I-201305144608	01 -516-0080	TMRS	T.M.R.S. APRIL 2013	999999	1,301.61
DEPARTMENT 516 HUMAN RESOURCES						TOTAL:	1,301.61

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<hr/>						
01-020100	T.M.R.S.					
		I-201305144608	01 -520-0080	TMRS		
				T.M.R.S. APRIL 2013	999999	688.20
DEPARTMENT 520 MUNICIPAL COURT					TOTAL:	688.20
<hr/>						

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.	I-201305144608	01 -521-0080	TMRS	T.M.R.S. APRIL 2013	999999 16,950.18
DEPARTMENT 521 POLICE DEPARTMENT						TOTAL: 16,950.18

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.	I-201305144608	01 -522-0080	TMRS	T.M.R.S. APRIL 2013	999999 14,409.98
					DEPARTMENT 522 FIRE DEPARTMENT	TOTAL: 14,409.98

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	01 -532-0080	TMRS		
				T.M.R.S. APRIL 2013	999999	2,123.41
DEPARTMENT 532 CODE ENFORCEMENT					TOTAL:	2,123.41

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.						
		I-201305144608	01 -540-0080	TMRS			
				T.M.R.S. APRIL 2013	999999	781.69	
DEPARTMENT 540 FLEET MANAGEMENT						TOTAL:	781.69

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	01 -541-0080	TMRS		
				T.M.R.S. APRIL 2013	999999	842.29

DEPARTMENT 541 BUILDING MAINTENANCE TOTAL: 842.29

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<hr/>						
01-020100	T.M.R.S.					
		I-201305144608	01 -542-0080	TMRS		
				T.M.R.S. APRIL 2013	999999	1,269.30
DEPARTMENT 542 INSPECTIONS DIVISION TOTAL:						1,269.30

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-020100	T.M.R.S.	I-201305144608	01 -543-0080	TMRS	T.M.R.S. APRIL 2013	999999 6,370.82
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						6,370.82
FUND 01 GENERAL FUND TOTAL:						87,458.39

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	02 -590-0080	TMRS	T.M.R.S. APRIL 2013	999999 906.65
DEPARTMENT 590 VISITORS BUREAU						TOTAL: 906.65

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	02 -592-0080	TMRS	T.M.R.S. APRIL 2013	999999 3,473.41
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:						3,473.41

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	02 -593-0080	TMRS	T.M.R.S. APRIL 2013	999999 468.40
DEPARTMENT 593 EVENTS MARKETING TOTAL:						468.40

FUND	02	HOTEL/MOTEL TAX FUND	TOTAL:	4,848.46		

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	06 -565-0080	TMRS	T.M.R.S. APRIL 2013	999999 2,932.89
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:						2,932.89

FUND	06	CONVENTION CENTER FUND			TOTAL:	2,932.89

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 30 TRANSPORTATION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.						
		I-201305144608	30 -591-0080	TMRS			
				T.M.R.S. APRIL 2013	999999	4,662.81	
DEPARTMENT 591 TRANSPORTATION DEPT						TOTAL:	4,662.81

FUND 30 TRANSPORTATION GRANT						TOTAL:	4,662.81

5/14/2013 9:07 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 10393 ACH TMRS 5-14-13

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020100	T.M.R.S.					
		I-201305144608	60 -560-0080	TMRS	T.M.R.S. APRIL 2013	999999 1,205.17
				DEPARTMENT 560	BEACH MAINTENANCE	TOTAL: 1,205.17

				FUND	60 BEACH MAINTENANCE FUND	TOTAL: 1,205.17
					REPORT GRAND TOTAL:	101,107.72

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC. VENDORS					
	MARTINEZ, LUIS CAR	I-000201304164559	01 -2424	MUN. COURT BO Bond Refund:37212A -01	127726	253.00
	MARTINEZ, LUIS CAR	I-000201304164559	01 -2424	MUN. COURT BO Bond Refund:37212A -01	127726	112.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	365.00

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 511 BOARD OF ALDERMEN

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-016307	ROBERT N. PINKERTON, JR					
		I-050613	01 -511-0550-001	BOB PINKERTON REIM WASHINGTON TRIP	127698	680.20
			DEPARTMENT 511	BOARD OF ALDERMEN	TOTAL:	680.20

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-013149	CITY OF MCALLEN	I-051013	01 -512-0513	TRAINING EXPE REGISTRATION FEE	127692	20.00
DEPARTMENT 512 CITY MANAGERS OFFICE					TOTAL:	20.00

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-001129 A & W OFFICE SUPPLY INC						
		I-513067-0	01 -514-0101	OFFICE SUPPLI OFFICE SUPPLIES	127655	29.60
DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:						29.60

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-019243	MEDICAL ASSOCIATES OF B					
		I-011713	01 -516-0530	PROFESSIONAL DRUG SCREEN: J PIGG	127703	25.00
		I-042313	01 -516-0530	PROFESSIONAL DRUG SCREEN: R MCLEROY	127703	35.00
		I-042613	01 -516-0530	PROFESSIONAL DRUG SCREEN: O SOLIZ	127703	25.00
		I-110512	01 -516-0530	PROFESSIONAL DRUG SCREEN: M OCHOA	127703	25.00
DEPARTMENT 516 HUMAN RESOURCES						TOTAL: 110.00

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-020602	TOUCAN GRAPHICS					
		I-14509	01 -521-0101	OFFICE SUPPLI 250 cards for Lt O'Carrol	127717	29.00
				DEPARTMENT 521 POLICE DEPARTMENT	TOTAL:	29.00

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001097	ACETYLENE OXYGEN COMPAN					
	I-100336136	01 -522-0114	MEDICAL	OXYGEN & ACETYLENE CYL.	127653	37.80
	I-100338552	01 -522-0114	MEDICAL	OXYGEN CYLINDERS	127653	288.30
01-003011	C.C.CREATIONS, LTD.					
	I-N72475	01 -522-0130	WEARING APPAR	DUTY CAPS	127665	825.82
01-012120	JEFF LUTRICK					
	I-050313	01 -522-0513	TRAINING EXPE	REIM APPLICATION FEE	127687	85.00
01-012133	LIFE - ASSIST, INC					
	I-631580	01 -522-0114	MEDICAL	MEDICAL SUPPLIES	127688	360.00
01-014113	RICARDO NEGRETE JR.					
	I-050713	01 -522-0513	TRAINING EXPE	APPLICATION FEE REIM.	127694	85.00
01-016723	PRO SOURCE SPECIATIES					
	I-20665TS	01 -522-0101	OFFICE SUPPLI	MOOD RULERS	127699	287.38
01-018069	REX CLEANERS					
	I-043013	01 -522-0130	WEARING APPAR	ALTERATIONS: K FULLER	127702	14.00
	I-043013	01 -522-0130	WEARING APPAR	ALTERATIONS: M MONLANO	127702	32.00
01-019286	SOUTH TEXAS FIRE INVEST					
	I-050313	01 -522-0551	DUES & MEMBER	MEMBERSHIP DUES	127704	250.00
01-023046	GREGORY NEIL WATERS					
	I-050713	01 -522-0513	TRAINING EXPE	APPLICATION FEES	127722	170.00
	I-51313	01 -522-0550	TRAVEL EXPENS	MISC. REIMBURSEMENT	127722	168.37
01-023124	GARY WILBURN					
	I-050613	01 -522-0513	TRAINING EXPE	APPLICATION FEE	127723	85.00
01-024001	RICHARD J. YBARRA, M.D.					
	I-50613	01 -522-0530	PROFESSIONAL	MEDICAL DIRECTOR FEE	127725	800.00
DEPARTMENT 522 FIRE DEPARTMENT					TOTAL:	3,488.67

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-009832	JOHNSON CONTROL INC.					
		I-1-6716265916	01 -541-0415	SERVICE CONTR CHILLER MAINT.	127680	2,158.50
01-020016	TERMINIX					
		I-324493698	01 -541-0415	SERVICE CONTR SERVICE AT OLD CITY HALL	127710	66.00
DEPARTMENT 541 BUILDING MAINTENANCE					TOTAL:	2,224.50

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002063	ANDY BARAJAS					
		I-050613	01 -543-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	127662	45.71
01-009835	NEUHAUS & CO.					
		I-051313	01 -543-0410	MACHINERY & E REPAIRS	127681	144.76
01-013114	MATHESON TRI-GAS					
		I-06859744	01 -543-0510	RENTAL OF EQU WELDING SUPPLIES	127691	121.62
01-018028	EFRAIN RAMIREZ					
		I-050613	01 -543-0550	TRAVEL EXPENS MEAL REIMBURSEMENT	127701	12.19
01-020030	TEXAS SEALCOAT & STRIPI					
		I-130514	01 -543-0416	STREETS & RIG BEACH STRIPING PROJECT	127712	2,500.00
		I-130515	01 -543-0416	STREETS & RIG STRIP ROAD AT RETAMA & PADRE	127712	450.00
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						3,274.28

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001259	AMERICAN BANKERS INS. C					
	I-AB00120263	01 -570-9053	FLOOD INSURAN FLOOD INS. POLICY:4601 PADRE	127658	1,304.00	
	I-AB00120265	01 -570-9053	FLOOD INSURAN FLOOD INS. POLICY :108 W. VENU	127659	2,181.00	
	I-AB00120268	01 -570-9053	FLOOD INSURAN FLOOD INS. POLICY:109 W. JUPIT	127660	2,723.00	
01-004231	DIRECT ENERGY BUSINESS					
	I-131220017841442	01 -570-0580	ELECTRICITY 4501 PADRE BLVD, SEC ODL	127669	56.70	
01-009159	RICHO USA, INC.					
	I-88990077	01 -570-0510	RENTAL OF EQU	127678	349.00	
01-019719	SYSCO FOODS OF					
	I-0157	01 -570-0101	OFFICE SUPPLI COFFEE SUPPLIES FOR EXEC. CONF	127709	179.01	
01-020602	TOUCAN GRAPHICS					
	I-14542	01 -570-0101	OFFICE SUPPLI 2500 ENVELOPES	127717	368.00	
01-023906	XEROX CORPORTATION					
	I-067812847	01 -570-0510	RENTAL OF EQU COPIER LEASE 2012-13	127724	840.84	
	I-067812848	01 -570-0510	RENTAL OF EQU COPIER LEASE 2012-13	127724	1,123.55	
	I-067812852	01 -570-0510	RENTAL OF EQU COPER LEASE 2012-13	127724	603.64	
	I-067812853	01 -570-0510	RENTAL OF EQU COPIER LEASE 2012-13	127724	543.50	
	I-067974883	01 -570-0510	RENTAL OF EQU COPIER LEASE 2012-13	127724	223.09	
			DEPARTMENT 570 GENERAL SERVICES	TOTAL:	10,495.33	

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004006	DEROUSIE, LILIA					
		I-050713	01 -572-0558	SPECIAL EVENT REIM TABLE COVERS	127668	18.00
				DEPARTMENT 572 SPECIAL PROJECTS	TOTAL:	18.00
				FUND 01 GENERAL FUND	TOTAL:	30,938.90

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-019520	AT&T					
		I-50313	02 -590-0501	COMMUNICATION PHONE BILL DATED 5/03/13	127707	2,185.29
01-020185	TIME WARNER CABLE					
		I-051313	02 -590-0180	INFORMATION T BROADBAND INTERNET SERVIC	127716	251.32
01-021095	UNITED PARCEL SERVICE					
		I-648239183	02 -590-0108	POSTAGE UNITED PARCEL SERVICE	127719	22.00
01-023906	XEROX CORPORATION					
		I-067812855	02 -590-0510	RENTAL OF EQU RENTAL OF EQ-COPY MACHINE	127724	289.77
				DEPARTMENT 590 VISITORS BUREAU	TOTAL:	2,748.38

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-019520	AT&T					
		I-50313	02 -592-0501	COMMUNICATION PHONE BILL DATED 5/03/13	127707	874.11
01-023906	XEROX CORPORATION					
		I-067812856	02 -592-0415	SERVICE CONTR SPICC COPIER	127724	1,196.55
01-1	MISC. VENDORS					
	DENISE GARZA STEUS	I-51313	02 -592-0550	TRAVEL EXPENS DENISE GARZA STEUSLOFF:	127729	448.60
	TRAVIS MILUM	I-51313-1	02 -592-0550	TRAVEL EXPENS TRAVIS MILUM: REIMBURSEMENT	127730	414.07
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:						2,933.33

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001370	ATLAS ENTERPRISES, INC.					
		I-205135	02 -593-8030	FIREWORKS 2013 FIREWORK DISPLAY	127661	7,093.75
01-008197	HEADSETS.COM					
		I-2463408	02 -593-0101	OFFICE SUPPLI WIRELESS HEADSET	127674	337.90
01-011107	MOBILE VIDEO TAPES, INC					
		I-295242	02 -593-8077	MEMORIAL DAY MEMORIAL DAY CONCERTS	127683	3,000.00
01-012148	HECTOR M. LIENDO					
		I-51513	02 -593-8077	MEMORIAL DAY RENTAL OF 2 WATER BALLASTS	127689	400.00
01-018015	RACE TO THE BORDER					
		I-051313	02 -593-8099	MISC. SPONSOR EVENT JUNE 2013	127700	1,500.00
01-020171	TEXAS ASSOCIATION OF FI					
		I-1453	02 -593-0551	DUES & MEMBER FILM TX MKTNG EVENT	127714	1,937.75
01-020602	TOUCAN GRAPHICS					
		I-14548	02 -593-8077	MEMORIAL DAY ART SERVICES	127717	60.00
DEPARTMENT 593 EVENTS MARKETING				TOTAL:		14,329.40

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001125	A.A.R.P.					
		I-017130001	02 -594-0531	MEDIA PLACEME AAPR THE MAGAZINE 2013	127654	9,654.30
01-001216	AJR MEDIA GROUP					
		I-241182	02 -594-0533	MARKETING ADVERTISING	127657	38.79
01-002999	CBS STATIONS GROUP OF T					
		I-1071490836	02 -594-0531	MEDIA PLACEME ADVERTISING TV COMMERCIAL	127664	2,340.00
		I-8071486121	02 -594-0531	MEDIA PLACEME ADVERTISING TV COMMERCIAL	127664	900.00
01-006111	AIM MEDIA TEXAS					
		I-10008587-0313	02 -594-0531	MEDIA PLACEME SPRING BREAK AD	127670	1,749.00
01-006169	MEGAN FLOWERS					
		I-050613	02 -594-0550	TRAVEL EXPENS PER DIEM AAPR TRADE SHOW	127671	258.00
01-006716	PROFORMA RGV					
		I-9041603009	02 -594-0230	STOCK PROMO - PROMO ITEMS-TOTES	127673	2,505.00
01-009059	INNOVATIVE SALES & MARK					
		I-966	02 -594-0531	MEDIA PLACEME MKTG TRAVELHOST LUBBOK	127676	4,950.00
01-011146	COMPCORP OF TEXAS DBA K					
		I-18504-4	02 -594-0531	MEDIA PLACEME COMMERCIAL ADS I AM SPI	127685	2,860.00
		I-18567-4	02 -594-0531	MEDIA PLACEME LOCAL ADVERTISING	127685	605.00
01-014053	NAYLOR, LLC					
		I-1100648	02 -594-0531	MEDIA PLACEME DISPLAY AD/ONLINE BANNER	127693	2,000.00
01-020019	TEXAS MONTHLY					
		I-TX61775	02 -594-0531	MEDIA PLACEME ADVERTISING	127711	442.00
01-020104	SCOTT MCGEHEE					
		I-279	02 -594-0108	FULFILMENT AN MAIL PREPARATION	127713	3,045.88
01-020176	TX DEPT OF TRANSPORT-AD					
		I-239252	02 -594-0531	MEDIA PLACEME TRAVEL MAGAZINE OF TX AD	127715	3,548.96
01-020602	TOUCAN GRAPHICS					
		I-14500	02 -594-0538	CONVENTION SE SPI THINGS TO DO BK MARK	127717	525.00
		I-14520	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	75.00
		I-14521	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	75.00
		I-14522	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	175.00
		I-14523	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	80.00
		I-14530	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	474.00
		I-14556	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	75.00
		I-14557	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	125.00
		I-14558	02 -594-0537	PRODUCTION/CO ART SERVICES	127717	150.00
		I-14566	02 -594-0537	PRODUCTION/CO BANNER ADS	127717	30.00

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<hr/>						
01-023032	WINTER TEXAN TIMES					
		I-5613	02 -594-0531	MEDIA PLACEME RIO GRANDE VALLEY VISITOR	127721	2,600.00
<hr/>						
				DEPARTMENT 594 MARKETING	TOTAL:	39,280.93
<hr/>						
				FUND 02 HOTEL/MOTEL TAX FUND	TOTAL:	59,292.04

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 09 PARKS, REC & BEAUTIF

DEPARTMENT: 572 ** INVALID DEPT **

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-009693	JOHNNY DEE'S ROCKET 88S	I-040413	09 -572-9185	COMMUNITY EVE BAND MAY 24TH 2013	127679	5,500.00
01-016125	PARROT EYES INC.	I-51413	09 -572-9185	COMMUNITY EVE KAYAK LAUNCH FEES:	127697	20.00
DEPARTMENT 572 ** INVALID DEPT **					TOTAL:	5,520.00
FUND 09 PARKS, REC & BEAUTIF					TOTAL:	5,520.00

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 21 MUN. COURT TECHNOLOGY

DEPARTMENT: 520 MUN COURT TECHNOLOGY

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-009117	TYLER TECHNOLOGIES INC.					
		I-025-68065	21 -520-0415	SERVICE CONTR COURT ONLINE COMPONENT	127677	175.00
01-023906	XEROX CORPORATION					
		I-067812854	21 -520-0510	RENTAL OF EQU COPER LEASE MUN .CRT	127724	231.75
				DEPARTMENT 520 MUN COURT TECHNOLOGY	TOTAL:	406.75

				FUND 21 MUN. COURT TECHNOLOGY	TOTAL:	406.75

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 30 TRANSPORTATION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004231	DIRECT ENERGY BUSINESS					
		I-131120117734425	30 -591-0580	ELECTRICITY 4113 PADRE BLVD-TRANSIT OFF	127669	356.01
01-008201	COLEMAN HALL & HEINZE					
		I-31313	30 -591-0520	INSURANCE FLOOD POLICY 104 W. VENUS	127675	3,366.00
01-015998	RUBEN PADILLA					
		I-050113	30 -591-0530	PROFESSIONAL MISC. REIMBURSEMENT	127696	65.00
01-019520	AT&T					
		I-030313-1	30 -591-0501	COMMUNICATION PHONE BILL DATED 5/03/13	127706	413.60
01-020602	TOUCAN GRAPHICS					
		I-14551	30 -591-0533	MARKETING 20,000 BROCHURES	127717	2,269.60
01-023906	XEROX CORPORATION					
		I-067812850	30 -591-0150	MINOR TOOLS & PRINTER/COPIER LEASE -TRANS.	127724	318.77
DEPARTMENT 591 TRANSPORTATION DEPT TOTAL:						6,788.98
FUND 30 TRANSPORTATION GRANT TOTAL:						6,788.98

5/16/2013 11:39 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 10405 5-16-13

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-012068	LONG CHILTON, LLP					
		I-0076977IN	80 -580-0530	PROFESSIONAL IRS AUDIT EDC	127686	830.00
01-019502	AT&T					
		I-050313	80 -580-0501	COMMUNICATION MAY 3 THRU JUNE 2	127705	114.43
01-1	MISC. VENDORS					
		J				
	INTERNAL REVENUE S	I-50113-1	80 -580-0530	PROFESSIONAL INTERNAL REVENUE SERVICE:	127728	850.00
				DEPARTMENT 580 EDC	TOTAL:	\$1,794.43

FUND 80 ECONOMIC DEVELOPMENT CORPTOTAL: \$1,794.43

REPORT GRAND TOTAL: \$ 138,555.66

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-022242	VOICE PRODUCTS, INC					
		I-AR54245	01 -515-0415	SERVICE CONTR MAINTENANCE CONTRACT	999999	4,151.96
	PROJ: 521-521		POLICE TECHNOLOGY	TECHNOLOGY		
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:						4,151.96

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-023160	WORTH HYDROCHEM OF CORP					
		I-15462	01 -541-0415	SERVICE CONTR MONTHLY SERVICE	999999	300.00
				DEPARTMENT 541 BUILDING MAINTENANCE	TOTAL:	300.00

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-018058	RELIABLE ELECTRIC CO.					
		I-26106	01 -543-0412	LANDSCAPE REPAIR & INSTALLED LEF LIT	999999	413.66
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						413.66

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201305104575	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104576	01 -570-0581	WATER, SEWER, 4-01-136 TO 4-30-13	999999	33.88
		I-201305104577	01 -570-0581	WATER, SEWER, 04-01-13 TO 4-30-13	999999	392.06
		I-201305104578	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	216.08
		I-201305104579	01 -570-0581	WATER, SEWER, 4-1-13 to 4-30-13	999999	32.23
		I-201305104580	01 -570-0581	WATER, SEWER, 4-1-13 to 4-30-13	999999	79.73
		I-201305104583	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104584	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104585	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104586	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	117.19
		I-201305104587	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104588	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104589	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104590	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104591	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104592	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	57.02
		I-201305104593	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104594	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	32.23
		I-201305104595	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	32.23
		I-201305104596	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	78.39
		I-201305104597	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	186.30
		I-201305104598	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	50.25
		I-201305104599	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	406.23
		I-201305104600	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	23.05
		I-201305104601	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	20.64
		I-201305104602	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	11.96
		I-201305104603	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	16.56
		I-201305104605	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	72.03
		I-201305104606	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	16.56
		I-201305104607	01 -570-0581	WATER, SEWER, 4-1-13 TO 4-30-13	999999	50.25

DEPARTMENT 570	GENERAL SERVICES	TOTAL:	2,044.47
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FUND 01	GENERAL FUND	TOTAL:	6,910.09
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5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201305104581	02 -590-0581	WATER,SEWER & 4-1-13 TO 4-30-13	999999	26.53
		I-201305104582	02 -590-0581	WATER,SEWER & 4-1-13 TO 4-30-13	999999	67.12
01-016174	PEREZ PEST CONTROL					
		I-43256	02 -590-0415	SERVICE CONTR PEREZ PEST CONTROL	999999	55.00
			DEPARTMENT 590	VISITORS BUREAU	TOTAL:	148.65

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-022003	VACATION PLANNING SERVI					
		I-513018	02 -594-0531	MEDIA PLACEME ADVERTISING TRAVEL INFO	999999	574.60
			DEPARTMENT 594	MARKETING	TOTAL:	574.60
			FUND 02	HOTEL/MOTEL TAX FUND	TOTAL:	723.25

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001014	ADMIRAL LINEN & UNIFORM					
		I-MA42639	06 -565-0160	LAUNDRY & JAN MISC CLEANING SUPPLIES	999999	43.00
		I-MA42640	06 -565-0130	WEARING APPAR EMPLOYEES UNIFORMS	999999	45.00
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201305104604	06 -565-0581	WATER, SEWER 4-1-13 TO 4-30-13	999999	2,300.54
01-022000	VALLEY BOTTLE WATER CO.					
		I-454107	06 -565-0103	CONSUMABLES 5 JUGS EVEREST DRINKING WATER	999999	16.25
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:						2,404.79
FUND 06 CONVENTION CENTER FUND TOTAL:						2,404.79

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 09 PARKS, REC & BEAUTIF

DEPARTMENT: 572 ** INVALID DEPT **

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-003697	A CLEAN PORTOCO BROWNSV					
		I-01-131457-EE-5	09 -572-9187	FARMER'S MARK FARMERS MKT 4/29-5/27	999999	51.50
DEPARTMENT 572 ** INVALID DEPT **						TOTAL: 51.50

FUND	09	PARKS, REC & BEAUTIF	TOTAL:			51.50

5/16/2013 1:43 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 10410 EFT Payments05-16-13

VENDOR SET: 01

FUND : 30 TRANSPORTATION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-006997	G & K SERVICES					
		I-1103153806	30 -591-0130	WEARING APPAR UNIFORMS FOR WAVE DRIVERS	999999	72.88
		I-1103157592	30 -591-0130	WEARING APPAR UNIFORMS FOR WAVE DRIVERS	999999	72.90
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201305104599	30 -591-0581	WTR/SWR/GARBA 4-1-13 TO 4-30-13	999999	55.40
01-022000	VALLEY BOTTLE WATER CO.					
		I-460581	30 -591-0581	WTR/SWR/GARBA BOTTLED WATER DEL TRANS.	999999	19.50
		I-460582	30 -591-0581	WTR/SWR/GARBA BOTTLED WATER DEL. TRANS	999999	3.25
				DEPARTMENT 591 TRANSPORTATION DEPT	TOTAL:	223.93

FUND	30	TRANSPORTATION GRANT	TOTAL:	223.93
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REPORT GRAND TOTAL: 10,313.56

5/20/2013 8:20 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10417 Regular PaymentsMEM. DAY CONC

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-001984	B & R ENTERPRISES, INC.					
		I-51613	02 -593-8077	MEMORIAL DAY BACKLINE REIMBURSEMENT TO BE	127731	2,500.00
		I-51713	02 -593-8077	MEMORIAL DAY BALANCE OF CONTRACT FOR	127732	50,000.00
01-003885	ROGER W. CREAGER					
		I-51713	02 -593-8077	MEMORIAL DAY BALANCE OF CONTRACT FOR	127733	3,750.00
01-004350	ENTERTAINMENT AMERICA A					
		I-52013	02 -593-8077	MEMORIAL DAY MEMORIAL DAY CONCERT PROD	127734	5,700.00
		I-52013-1	02 -593-8077	MEMORIAL DAY MEMORIAL DAY CONCERT PROD	127734	2,500.00
01-007160	JOHN W. GOWER					
		I-51713	02 -593-8077	MEMORIAL DAY EVENT PRODUCER MANAGER	127735	1,000.00
01-007403	GREENHORSE, INC.					
		I-051713	02 -593-8077	MEMORIAL DAY BALANCE OF CONTRACT FOR	127736	12,500.00
01-008201	COLEMAN HALL & HEINZE					
		I-51713	02 -593-8077	MEMORIAL DAY GENERAL LIABILITY INSURANCE	127737	1,825.00
01-015092	OPEN ROAD RECORDS, LLC					
		I-51713	02 -593-8077	MEMORIAL DAY MEM. DAY CONC- G. SEBASTI	127738	1,500.00
					DEPARTMENT 593	
					EVENTS MARKETING	
					TOTAL:	81,275.00

					FUND	
					02	
					HOTEL/MOTEL TAX FUND	
					TOTAL:	81,275.00
						REPORT GRAND TOTAL:
						81,275.00

5/21/2013 10:58 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10426 EFT Payments5-21-13

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-003429	C H. JOHNSON CONSULTING					
		I-3914	06 -565-0530	PROFESSIONAL SERVICES RENDERED UPDATE	999999	8,000.00
		I-3928	06 -565-0530	PROFESSIONAL UPDATE OF FEASIBILITY STUDY	999999	9,000.00
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:						17,000.00

FUND 06 CONVENTION CENTER FUND TOTAL:						17,000.00
REPORT GRAND TOTAL:						17,000.00

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-001297	AMERICAN FUNDS					
		I-52213	01 -2485	AMERICAN GENE EMPLOYEE SALARY ALLOC5/17/13	127742	83.08
01-002434	CINDY BOUDLOCHE					
		I-DW9201305204611	01 -2469	DEBTORS WAGE CASE NO 10-10137-B-13	127744	490.38
		I-DWB201305204611	01 -2469	DEBTORS WAGE A/N 11-10575-B-13	127744	611.54
01-003185	OFFICE OF THE ATTY GENL					
		I-C09201305204611	01 -2473	CHILD SUPPORT A/N 0010486563	000000	330.00
		I-C10201305204611	01 -2473	CHILD SUPPORT A/N 20040948648	000000	282.92
		I-C16201305204611	01 -2473	CHILD SUPPORT A/N 2002031289D	000000	146.77
		I-C21201305204611	01 -2473	CHILD SUPPORT A/N 0011549506	000000	146.31
		I-C24201305204611	01 -2473	CHILD SUPPORT A/N 0011488748	000000	439.10
		I-C32201305204611	01 -2473	CHILD SUPPORT A/N 2007031654D	000000	379.38
		I-C34201305204611	01 -2473	CHILD SUPPORT A/N 0009255855	000000	154.15
		I-C37201305204611	01 -2473	CHILD SUPPORT A/N 2008-10-5941-D	000000	319.85
		I-C49201305204611	01 -2473	CHILD SUPPORT 0009648707	000000	8.31
		I-C51201305204611	01 -2473	CHILD SUPPORT A/N 0012375322	000000	294.33
		I-C59201305204611	01 -2473	CHILD SUPPORT #0009529310	000000	108.00
		I-C66201305204611	01 -2473	CHILD SUPPORT A/N 0011951407	000000	350.77
		I-C67201305204611	01 -2473	CHILD SUPPORT ORDER NO 2012-DCL-00339	000000	151.38
		I-C77201305204611	01 -2473	CHILD SUPPORT A/N 0010353126	000000	189.23
		I-C78201305204611	01 -2473	CHILD SUPPORT ORDER #2010-DCL-5507	000000	137.54
		I-C81201305204611	01 -2473	CHILD SUPPORT ORDER NO 1002510Y	000000	646.15
		I-C82201305204611	01 -2473	CHILD SUPPORT ORDER #2012-DCL-08664	000000	455.54
01-003444	CITIBANK					
		I-5313	01 -2489	PURCHASING CA APRIL P CARD PURCHASES	127748	39,140.99
01-006163	AMERICAN GENERAL LIFE I					
		I-52213	01 -2485	AMERICAN GENE EMPLOYEE SALARY ALLC MAY	127756	389.09
01-007001	ANA GARZA					
		I-C04201305204611	01 -2473	CHILD SUPPORT A/N 2003-03-1480-B	127758	194.88
01-009097	INTERNAL REVENUE SERVIC					
		I-IR6201305204611	01 -2459	IRS LEVY A/N XXX-XX-1603	127763	383.00
01-019222	S.P.I. FIREFIGHTERS ASS					
		I-52213	01 -2472	FIREFIGHTERS ASSOCIATION DUES 5/22/13	127773	310.00
01-019997	TG					
		I-DX4201305204611	01 -2469	DEBTORS WAGE C270206800	127776	122.77
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						46,265.46

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-016600	PT ISABEL/SO PADRE PRES					
	I-41113	01 -512-0540	ADVERTISING	DISPLAY AD: ORD. 13-07 4/11/13	127768	78.60
	I-42513	01 -512-0540	ADVERTISING	DISPLAY AD: COMM. VOLUN 4/25	127768	58.95
01-019641	STAPLES CREDIT PLAN					
	I-1432793001	01 -512-0101	OFFICE SUPPLI	LOGITECH WIRELESS MK320,	127775	29.99
01-020045	TEXAS MUNICIPAL LEAGUE					
	I-51013	01 -512-0551	DUES & MEMBER	MEMBER SERVICE FEE	127778	1,304.00
DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL:						1,471.54

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-019641	STAPLES CREDIT PLAN					
		1-3144249603-000001	01 -513-0101	OFFICE SUPPLI ELECTRIC DESK STAPLER, EDDIE	127775	68.99
				DEPARTMENT 513 FINANCE DEPARTMENT	TOTAL:	68.99

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001142	AT&T GLOBAL SERVICES, I					
		I-SB754302	01 -515-0415	SERVICE CONTR MINTENANCE BILLING PER CONTR	127741	430.99
01-004089	DEPT OF INFO RESOURCES					
		I-13040605N	01 -515-0501	COMMUNICATION TEX-AN NG CHARGES APRIL2013	127753	68.73
01-006180	FRONTERA CONSULTING LLC					
		I-2013-1009	01 -515-0415	SERVICE CONTR CONFIGURATION AND TROUBLE	127757	700.00
		I-2013-1011	01 -515-0415	SERVICE CONTR FINAL WLAN TROUBLESHOOTING	127757	700.00
01-019182	SMARTCOM TELEPHONE.LLC					
		I-50113	01 -515-0415	SERVICE CONTR MONTHLY SERV. CHGS MAY 2013	127771	225.28
	PROJ: 522-522		FIRE TECHNOLOGY	TECHNOLOGY		
			DEPARTMENT 515	TECHNOLOGY DEPARTMENT	TOTAL:	2,125.00

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004048	DEER OAKS EAP SERVICES,					
		I-COSPI13-05	01 -516-0530	PROFESSIONAL MAY 2013 EAP SERVICES	127752	196.25
				DEPARTMENT 516 HUMAN RESOURCES	TOTAL:	196.25

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC. VENDORS					
	LUCIANA YANING CAM	I-51713	01 -520-0040	TEMPORARY EMP LUCIANA YANING CAMARILLO:	127786	50.00
				DEPARTMENT 520 MUNICIPAL COURT	TOTAL:	50.00

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-019189	RANDY SMITH					
		I-050813	01 -521-0551	DUES & MEMBER MISC. REIMBURSEMENT	127772	50.00
01-023058	WHATABURGER					
		I-821219	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	7.98
		I-821220	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	3.99
		I-821221	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	3.99
		I-821222	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821223	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821224	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821225	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	3.99
		I-821227	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821228	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821229	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	7.98
		I-821231	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821232	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	11.97
		I-821233	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821235	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	3.99
		I-821236	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-821237	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	7.98
		I-821238	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	7.98
		I-821240	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	11.97
		I-821242	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	7.98
		I-842701	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99
		I-842702	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	7.98
		I-842703	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	11.97
		I-842705	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	7.98
		I-842706	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	127783	11.97
		I-842707	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	127783	3.99

DEPARTMENT 521 POLICE DEPARTMENT

TOTAL:

209.60

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001097	ACETYLENE OXYGEN COMPAN					
		I-1001367620	01 -522-0114	MEDICAL MISC.MEDICAL OXYGEN CYLINDERS	127739	149.40
01-002912	COMPRESOURCE, INC.					
		I-107710	01 -522-0150	MINOR TOOLS & 1- PK WP CASE	127745	404.56
01-007075	GALLS					
		I-000613678	01 -522-0130	WEARING APPAR 2 LINE ENGRAVED MALTESE	127759	20.98
01-007399	GRAINGER					
		I-9142341982	01 -522-0113	BATTERIES 1- RECHARGEABLE BATTERY	127760	203.30
01-008287	HOYT ENTERPRISES, INC.					
		I-28105	01 -522-0415	SERVICE CONTR QTRLY SERVICE	127762	495.00
		I-28106	01 -522-0410	MACHINERY & E EMERGENCY SERV. CALL	127762	375.00
01-016685	PUBLIC SAFETY CENTER, I					
		I-5387262	01 -522-0150	MINOR TOOLS & 2- SURVIVOR LED ALKALINE MODEL	127769	162.65
01-019641	STAPLES CREDIT PLAN					
		I-52881	01 -522-0101	OFFICE SUPPLI CLIPS, PAPER, SCISSORS,ETC	127775	104.49
01-023053	WALMART COMMUNITY/GEGRB					
		I-04598	01 -522-0160	LAUNDRY & JAN 4- TOWELS, 2-SHEET SETS	127782	23.94
		I-04598	01 -522-0170	DORM AND KITC 4- TOWELS, 2-SHEET SETS	127782	24.22
DEPARTMENT 522 FIRE DEPARTMENT				TOTAL:		1,963.54

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-013164	MCAFD					
		I-51613	01 -532-0513	TRAINING EXPE REGISTRATION FOR FDA REGIONAL	127765	200.00
			DEPARTMENT 532	CODE ENFORCEMENT	TOTAL:	200.00

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-020016	TERMINIX					
		I-324705982	01 -541-0415	SERVICE CONTR PEST CONTROL MUN COMPLEX	127777	43.00
			DEPARTMENT 541	BUILDING MAINTENANCE	TOTAL:	43.00

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003704	CAMERON COUNTY					
		I-51513	01 -543-0432	CAUSEWAY LIGH CAUSEWAY LTNG: 4/4 -5/02/13	127750	167.16
01-006095	RULESINDO CANO FLORES					
		I-510865	01 -543-0412	LANDSCAPE 38 PALM TREES TRIMMED	127754	494.00
01-016600	PT ISABEL/SO PADRE PRES					
		I-41113-1	01 -543-0540	ADVERTISING DISPLAY AD: REQ FOR PROPOSAL	127768	78.60
		I-41813	01 -543-0540	ADVERTISING DISPLAY AD: REQ FOR PROPOSAL	127768	78.60
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						818.36

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003773	CONSTELLATION	NEW ENER				
		I-0010081760	01 -570-0580	ELECTRICITY PADRE BLVD	127751	99.63
01-00612	FEDEX					
		I-2-274-*04009	01 -570-0108	POSTAGE MISC. SHIPPING CHARGES	127755	77.68
01-019641	STAPLES	CREDIT PLAN				
		C-1428155011	01 -570-0101	OFFICE SUPPLI INDEX MAKER, RETURNED	127775	125.99-
		I-1428155001	01 -570-0101	OFFICE SUPPLI AUTO NUMBERER, INDEX MAKER	127775	409.48
			DEPARTMENT 570	GENERAL SERVICES	TOTAL:	460.80
			FUND 01	GENERAL FUND	TOTAL:	53,872.54

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-004089	DEPT OF INFO RESOURCES					
		I-13040605N	02 -590-0501	COMMUNICATION TEX-AN NG CHARGES APRIL2013	127753	7.60
01-007600	GULF COAST PAPER CO. IN					
		I-575227	02 -590-0160	LAUNDRY & JAN AIR FRESHENERS, CLNSERS,	127761	147.84
DEPARTMENT 590 VISITORS BUREAU					TOTAL:	155.44

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-001129 A & W OFFICE SUPPLY INC						
		I-512217-0	02 -592-0101	OFFICE SUPPLI 4- HANGRAILS SIDE-SIDE	127740	22.20
01-004089 DEPT OF INFO RESOURCES						
		I-13040605N	02 -592-0501	COMMUNICATION TEX-AN NG CHARGES APRIL2013	127753	6.45
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:						28.65

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003410	SOUTH PADRE ISLAND CHAM					
		I-51613	02 -593-8088	LKT SPECIAL EVENT FUNDING	127747	2,000.00
01-013357	LORI MOORE					
		I-52113	02 -593-8077	MEMORIAL DAY CVB PETTY CASH REIMBURSEMENT	127766	1,425.00
01-019012	SANTA FE LAUNDRY					
		I-392009	02 -593-8077	MEMORIAL DAY LAUNDERING OF TOWELS FOR	127770	87.12
01-019328	SOUND ASSOCIATES, INC					
		I-52013	02 -593-8077	MEMORIAL DAY SOUND AND LIGHTING	127774	26,850.00
DEPARTMENT 593 EVENTS MARKETING					TOTAL:	30,362.12

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003677	CLEAR CHANNEL OUTDOOR,					
		I-58082914	02 -594-0531	MEDIA PLACEME OUTDOOR ADVERTISING	127749	7,300.00
01-009131	CLEAR CHANNEL AIRPORTS					
		I-792100907	02 -594-0531	MEDIA PLACEME VIA EDGELIT DISPLAY	127764	135.00
		I-792100908	02 -594-0531	MEDIA PLACEME VIA EDGELIT DISPLAY	127764	1,617.00
01-021095	UNITED PARCEL SERVICE					
		I-0000648239193-1	02 -594-0108	FULFILMENT AN MISC. SHIPPING CHARGES	127781	38.82
DEPARTMENT 594 MARKETING					TOTAL:	9,090.82

FUND	02	HOTEL/MOTEL TAX FUND			TOTAL:	39,637.03

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-004089	DEPT OF INFO RESOURCES					
		I-13040605N	06 -565-0501	COMMUNICATION TEX-AN NG CHARGES APRIL2013	127753	28.30
01-007600	GULF COAST PAPER CO. IN					
		I-577127	06 -565-0160	LAUNDRY & JAN PAPER TOWELS, TISSUE, CAN LINE	127761	439.32
01-013497	PeopleCube					
		I-INVP000276	06 -565-0415	SERVICE CONTR UPDATED VERSION OF SCHEDU	127767	7,500.00
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:						7,967.62

FUND	06	CONVENTION CENTER FUND	TOTAL:	7,967.62		

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 30 TRANSPORTATION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002196	BLANCO'S DETAILING SERV					
		I-437	30 -591-0420	MOTOR VEHICLE FULL DETAIL UNITS 33,34.36	127743	120.00
		I-437	30 -591-0411	BUILDING & ST FULL DETAIL UNITS 33,34.36	127743	60.00
		I-439	30 -591-0420	MOTOR VEHICLE FULL DETAIL ON UNITS #27,29,31	127743	120.00
01-003103	CARQUEST AUTO PARTS					
		I-CTIAPR13-1442	30 -591-0513	TRAINING CTI TRAINING FOR R. MARTINEZ	127746	99.00
01-020123	TML-INTERGOVERNMENTAL R					
		I-5913	30 -591-0520	INSURANCE TMLIRP POLICY #53656605	127779	46.00
01-020602	TOUCAN GRAPHICS					
		I-14595	30 -591-0533	MARKETING 24- 8 X 9 QR CODE STICKERS	127780	133.50
DEPARTMENT 591 TRANSPORTATION DEPT TOTAL:						578.50
FUND 30 TRANSPORTATION GRANT TOTAL:						578.50

5/23/2013 10:16 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 10449 Regular Payments5-23-13

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-024115	YORK MODERN CORPORATION					
		I-24231	60 -560-0410	MACHINERY & E 24 EA. RAKE TOOTHs, SPACERS	127785	498.14
				DEPARTMENT 560 BEACH MAINTENANCE	TOTAL:	498.14

			FUND 60	BEACH MAINTENANCE FUND	TOTAL:	498.14
REPORT GRAND TOTAL:						102,553.83

5/23/2013 10:28 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10451 EFT 5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-019327	SOUTH PADRE ISLAND PROF	I-52213	01 -2487	POLICE DEPT A ASSOCIATION DUES 5/22/13	999999	255.00
01-021109	UNITED WAY OF SOUTHERN	I-52213	01 -2468	UNITED WAY EMPLOYEE DONATIONS 5/22/13	999999	69.00
DEPARTMENT					NON-DEPARTMENTAL	TOTAL: 324.00

5/23/2013 10:28 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10451 EFT 5-23-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-022000	VALLEY BOTTLE WATER CO.					
		I-454137	01 -570-0581	WATER, SEWER, BOTTLED WATER DEL	999999	55.25
		I-4541674	01 -570-0581	WATER, SEWER, BOTTLED WATER DEL. PUB WRKS	999999	29.25
DEPARTMENT 570 GENERAL SERVICES						TOTAL: 84.50

FUND	01	GENERAL FUND			TOTAL:	408.50

5/23/2013 10:28 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10451 EFT 5-23-13

VENDOR SET: 01

FUND : 02 HOTEL/HOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-021102	UNIFIRST CORP.						
		1-8132151936	02 -590-0160	LAUNDRY & JAN FLOOR MATS - VISITORS CTR	999999	43.50	
01-022000	VALLEY BOTTLE WATER CO.						
		1-454136	02 -590-0101	OFFICE SUPPLI BOTTLED WATER DEL.	999999	3.25	
			DEPARTMENT 590	VISITORS BUREAU	TOTAL:	46.75	
			FUND	02	HOTEL/HOTEL TAX FUND	TOTAL:	46.75

5/23/2013 10:28 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 10451 EFT 5-23-13

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<hr/>						
01-001014	ADMIRAL LINEN & UNIFORM					
		I-MA47687	06 -565-0160	LAUNDRY & JAN MISC. MOPS, MATS,ETC	999999	43.00
		I-MA47688	06 -565-0130	WEARING APPAR UNIFORM PANTS, MAINT.STAFF	999999	45.00
					DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:	88.00
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					FUND 06 CONVENTION CENTER FUND TOTAL:	88.00

5/23/2013 10:28 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 10451 EFT 5-23-13

VENDOR SET: 01

FUND : 30 TRANSPORTATION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-022000	VALLEY BOTTLE WATER CO.					
		I-4541675	30 -591-0581	WTR/SWR/GARBA BOTTLED DRINKING WATER WAVE	999999	19.50
		I-4541678	30 -591-0581	WTR/SWR/GARBA BOTTLED WATER DEL. TRANSIT OFF	999999	6.50
			DEPARTMENT 591	TRANSPORTATION DEPT	TOTAL:	26.00

			FUND	30	TRANSPORTATION GRANT	TOTAL: 26.00
					REPORT GRAND TOTAL:	569.25

5/23/2013 11:19 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10452 EFT EMPLOYEES 5-24-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-007053	RODRIGO GIMENEZ					
		I-51313	01 -516-0514	TUITION ASSIS TUITION REIMBURSEMENT	999999	839.30
01-024191	ROSA ZAPATA					
		I-51513	01 -516-0514	TUITION ASSIS UTB/TSC TUITION REIMBURSEMENT	999999	948.96
			DEPARTMENT 516	HUMAN RESOURCES	TOTAL:	1,788.26
			FUND	01 GENERAL FUND	TOTAL:	1,788.26
					REPORT GRAND TOTAL:	1,788.26

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001017	AIR EVAC LIFETEAM					
		I-52413	01 -2488	AIR EVAC LIFE MAY 2013 DUES	127787	234.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -2461	TML MEDICAL JUNE 2013 MEDICAL PREMIUMS	127825	9,926.48
		I-52013	01 -2484	VISION JUNE 2013 MEDICAL PREMIUMS	127825	418.50
01-1	MISC. VENDORS					
	MARIK, MARSHALL	I-000201305244612	01 -2424	MUN. COURT BO Bond Refund:36850A -01	127836	33.00
	THOMAS, KYLE ZACHA	I-000201305244613	01 -2424	MUN. COURT BO Bond Refund:36923A -01	127837	365.00
	SANCHEZ, BIANCA	I-000201305244614	01 -2424	MUN. COURT BO Bond Refund:37077A -02	127838	99.00
	MARTINEZ, LELIN	I-000201305244615	01 -2424	MUN. COURT BO Bond Refund:37297A -01	127839	67.00
	PEREZ, JENNIFER	I-000201305244616	01 -2424	MUN. COURT BO Bond Refund:37306A -01	127840	265.00
	HERNANDEZ, HECTOR	I-000201305244617	01 -2424	MUN. COURT BO Bond Refund:37308A -01	127841	265.00
	ANTHONY ENRIQUEZ	I-52913	01 -47046	ANIMAL SERVIC ANTHONY ENRIQUEZ: REFUND	127842	20.00

DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	11,692.98
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5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -512-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM 127803		174.50
01-018509	SAM'S CLUB DIRECT					
		I-999999-3	01 -512-0551	DUES & MEMBER ANTHONY HOLLAND	127819	15.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -512-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,422.24
				DEPARTMENT 512 CITY MANAGERS OFFICE	TOTAL:	1,611.74

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -513-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	170.57
01-018509	SAM'S CLUB DIRECT					
		I-999999-3	01 -513-0551	DUES & MEMBER ROSIE GUZMAN	127819	45.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -513-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,807.80
				DEPARTMENT 513 FINANCE DEPARTMENT	TOTAL:	2,023.37

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -514-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM 127803		27.88
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -514-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	365.56
01-020602	TOUCAN GRAPHICS					
		I-14623	01 -514-0101	OFFICE SUPPLI PRINTING: 2500 LOGO #10 ENV	127829	425.00
			DEPARTMENT 514	PLANNING DEPARTMENT	TOTAL:	818.44

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -515-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	62.97
01-009090	INTECH SOUTHWEST SERVIC					
		I-10017653	01 -515-0150	MINOR TOOLS & SCANNER/KEYBOARD/MOUSE	127809	227.00
01-019404	SPRINT					
		I-463528814-066	01 -515-0501	COMMUNICATION CELLPHONE BILL APR17-MAY 16	127822	480.20
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -515-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,066.68
01-020185	TIME WARNER CABLE					
		I-52413	01 -515-0415	SERVICE CONTR SERVICE AT 106 W. RETAMA ST	127828	85.06
	PROJ: 522-522		FIRE TECHNOLOGY	TECHNOLOGY		
		I-52913	01 -515-0415	SERVICE CONTR SERVICE @ 4601 PADRE BLVD	127828	488.13
01-020644	T-MOBILE					
		I-51513	01 -515-0501	COMMUNICATION T-MOBILE CHARGES FOR 4/15-5/14	127830	1,288.18
				DEPARTMENT 515 TECHNOLOGY DEPARTMENT	TOTAL:	3,698.22

PAGE: 6

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -516-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	88.73
01-019652	STRATEGIC GOVERNMENT RE					
		I-6374	01 -516-0513	TRAINING EXPE 2013 MEMBERSHIP DUES	127824	175.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -516-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,066.68
				DEPARTMENT 516 HUMAN RESOURCES	TOTAL:	1,330.41

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -520-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM 127803		53.39
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -520-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS 127825		711.12
				DEPARTMENT 520 MUNICIPAL COURT	TOTAL:	764.51

5/30/2013 8:55 AM REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -521-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	1,116.54
01-018509	SAM'S CLUB DIRECT					
		I-999999-3	01 -521-0551	DUES & MEMBER RACHEL ROCHA	127819	15.00
		I-CF1305	01 -521-0551	DUES & MEMBER POLICE DEPT	127819	10.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -521-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	13,925.86
			DEPARTMENT 521	POLICE DEPARTMENT	TOTAL:	15,067.40

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002145	BIO-OPS, LLC					
		I-13-0453	01 -522-0114	MEDICAL SERVICE FEE: MONTHLY	127789	180.00
01-002912	COMPRESOURCE, INC.					
		I-107745	01 -522-0150	MINOR TOOLS & 1- NECK TOTE/PK	127793	304.47
01-003015	LEE HENRY					
		I-104739	01 -522-0415	SERVICE CONTR ONLINE CONTINUING EDUCATI	127794	2,080.00
01-003905	CULLIGAN WATER OF THE					
		I-800412000	01 -522-0415	SERVICE CONTR 50#SOLAR SALT DELIVERED	127796	43.65
01-006133	DEARBORN NATIONAL					
		I-51413	01 -522-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	932.32
01-013340	MARCELINO MONTANEZ, JR.					
		I-41913	01 -522-0130	WEARING APPAR PURCHASE REIMBURSEMENT	127816	50.00
01-018509	SAM'S CLUB DIRECT					
		I-000441	01 -522-0160	LAUNDRY & JAN GLADE PLUG INS,2-32" TVS	127819	9.98
		I-000441	01 -522-0150	MINOR TOOLS & GLADE PLUG INS,2-32" TVS	127819	489.76
		I-002179	01 -522-0150	MINOR TOOLS & TOILET TISSUE,LINERS, SNACKS	127819	239.88
		I-002179	01 -522-0160	LAUNDRY & JAN TOILET TISSUE,LINERS, SNACKS	127819	109.48
		I-002179	01 -522-0170	DORM AND KITC TOILET TISSUE,LINERS, SNACKS	127819	32.24
		I-008148	01 -522-0170	DORM AND KITC 84 CT. COOKIE TRAY - FD	127819	62.94
		I-008206	01 -522-0160	LAUNDRY & JAN BATH SOAP, 4-COOKIE TRAYS	127819	25.92
		I-008206	01 -522-0170	DORM AND KITC BATH SOAP, 4-COOKIE TRAYS	127819	83.92
		I-009610	01 -522-0101	OFFICE SUPPLI PAPER TOWELS, COOKIES, ETC	127819	46.96
		I-009610	01 -522-0150	MINOR TOOLS & PAPER TOWELS, COOKIES, ETC	127819	79.83
		I-009610	01 -522-0160	LAUNDRY & JAN PAPER TOWELS, COOKIES, ETC	127819	25.78
		I-009610	01 -522-0170	DORM AND KITC PAPER TOWELS, COOKIES, ETC	127819	75.60
		I-999999-3	01 -522-0551	DUES & MEMBER YOLANDA CRUZ	127819	15.00
		I-CF1305	01 -522-0551	DUES & MEMBER FIRE DEPT.	127819	10.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -522-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	9,331.32
01-021202	RIGOBERTO URIBE					
		I-52113	01 -522-0150	MINOR TOOLS & TINTING OF GYM AND KITCHEN	127832	380.00
DEPARTMENT 522 FIRE DEPARTMENT				TOTAL:		14,609.05

PAGE: 10

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
	I-51413	01 -532-0081	GROUP INSURAN	JUNE 2013 LTD, LIFE, AD&D PREM	127803	161.66
01-018509	SAM'S CLUB DIRECT					
	I-999999-3	01 -532-0551	DUES & MEMBER	VICTOR BALDOVINOS	127819	15.00
	I-999999-3	01 -532-0551	DUES & MEMBER	JUDITH LEHN	127819	15.00
	I-CF1305	01 -532-0551	DUES & MEMBER	CODE ENFORCEMENT	127819	10.00
01-020057	TEXAS MUNICIPAL LEAGUE					
	I-52013	01 -532-0081	GROUP INSURAN	JUNE 2013 MEDICAL PREMIUMS	127825	2,153.36
			DEPARTMENT 532	CODE ENFORCEMENT	TOTAL:	2,355.02

PAGE: 11

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
	I-51413	01 -540-0081	GROUP INSURAN	JUNE 2013 LTD, LIFE, AD&D PREM	127803	58.46
01-020057	TEXAS MUNICIPAL LEAGUE					
	I-52013	01 -540-0081	GROUP INSURAN	JUNE 2013 MEDICAL PREMIUMS	127825	711.12
01-022225	JUAN JOSE MORA					
	I-5962	01 -540-0420-04	REPAIRS & MAI	MISC.GRAHPICS FOR UNIT CE-133	127834	382.93
	I-5963	01 -540-0420-04	REPAIRS & MAI	MISC. GRAHPICS FOR UNIT CE132	127834	382.93
			DEPARTMENT 540	FLEET MANAGEMENT	TOTAL:	1,535.44

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -541-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM 127803		72.10
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -541-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,076.68
				DEPARTMENT 541 BUILDING MAINTENANCE	TOTAL:	1,148.78

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -542-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM 127803		93.84
01-013260	JAMES MITCHIM					
		I-42213	01 -542-0550	TRAVEL EXPENS CASH ADVANCE -CORPUS C. TRIP	127814	892.45
		I-52813	01 -542-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	127815	10.19
01-015077	STEVE OLDHAM					
		I-52913	01 -542-0551	DUES & MEMBER MISC. REIMBURSEMENT	127817	106.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -542-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,066.68
				DEPARTMENT 542 INSPECTIONS DIVISION	TOTAL:	2,169.16

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	01 -543-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	486.79
01-012050	LOS EBANOS FARMS					
		I-52213	01 -543-0412	LANDSCAPE 20 FLATS VINCAS, FOR LANDSCAP	127811	216.00
01-018509	SAM'S CLUB DIRECT					
		I-999999-3	01 -543-0551	DUES & MEMBER DAVID ROCHA	127819	15.00
		I-999999-3	01 -543-0551	DUES & MEMBER RUDY FALCON	127819	15.00
		I-CF1305	01 -543-0551	DUES & MEMBER PUBLIC WORKS	127819	10.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	01 -543-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	6,765.64
01-023081	WATSONS NURSERY					
		I-26930	01 -543-0412	LANDSCAPE PLANTS FOR MEDIAN	127835	779.30
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						8,287.73

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002805	ALLIED WASTE SERVICES #					
		I-0863000732075	01 -570-0581	WATER, SEWER, SERVICE AT 108 W. RETAMA	127792	1,577.83
01-004231	DIRECT ENERGY BUSINESS					
		I-131420017991065	01 -570-0580	ELECTRICITY ELECTRIC BILL DATED 5/22/13	127798	17,083.39
01-020602	TOUCAN GRAPHICS					
		I-14483	01 -570-0101	OFFICE SUPPLI CUSTOM ENGRAVED NAME PLATE	127829	24.67
				DEPARTMENT 570 GENERAL SERVICES	TOTAL:	18,685.89
				FUND 01 GENERAL FUND	TOTAL:	85,798.14

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 02 HOTEL/HOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004231	DIRECT ENERGY BUSINESS					
		I-131420017991065	02 -590-0580	ELECTRICITY ELECTRIC BILL DATED 5/22/13	127798	650.42
01-006133	DEARBORN NATIONAL					
		I-51413	02 -590-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	77.15
01-007600	GULF COAST PAPER CO. IN					
		I-580740	02 -590-0160	LAUNDRY & JAN ANTIBACTERIAL FOAM WASH	127807	50.51
01-018509	SAM'S CLUB DIRECT					
		I-006845	02 -590-8141	EVENTS SOFTDRINKS, CHIPS, HOTDOGS	127819	201.86
		I-999999-3	02 -590-0551	DUES & MEMBER LILI DEROUSSI	127819	15.00
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	02 -590-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,076.68
				DEPARTMENT 590 VISITORS BUREAU	TOTAL:	2,071.62

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004006	DEROUSIE, LILIA					
		I-031113	02 -592-0550	TRAVEL EXPENS CASH ADVANCE: DENTON TRIP	127797	554.00
01-006133	DEARBORN NATIONAL					
		I-51413	02 -592-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	242.48
01-018509	SAM'S CLUB DIRECT					
		I-001385	02 -592-0101	OFFICE SUPPLI 2-FOLDABLE WAGONS	127819	113.96
		I-999999-3	02 -592-0551	DUES & MEMBER MARY K. POLLARD HANCOCK	127819	15.00
		I-999999-3	02 -592-0551	DUES & MEMBER DIXIE ROWELL	127819	15.00
		I-CF1305	02 -592-0551	DUES & MEMBER CVB	127819	10.00
01-019404	SPRINT					
		I-463528814-066	02 -592-0501	COMMUNICATION CELLPHONE BILL APR17-MAY 16	127822	132.25
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	02 -592-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	2,864.48
01-020644	T-MOBILE					
		I-51513	02 -592-0501	COMMUNICATION T-MOBILE CHARGES FOR 4/15-5/14	127830	159.96
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:						4,107.13

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	02 -593-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM 127803		33.10
01-018509	SAM'S CLUB DIRECT					
		I-001384	02 -593-8077	MEMORIAL DAY TOWELS, CUPS, MISC. SNACK ITEM 127819		394.79
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	02 -593-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS 127825		355.56
				DEPARTMENT 593 EVENTS MARKETING	TOTAL:	783.45

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001129	A & W OFFICE SUPPLY INC					
		I-514164-0	02 -594-0538	CONVENTION SE MISC. TAPE: TAF, PKGING, SCOTC	127788	203.60
01-002713	BRITER MANAGEMENT, LLC					
		I-966	02 -594-0531	MEDIA PLACEME SUMMER ISSUE 2013 -2 FULL PGS	127791	4,950.00
01-003677	CLEAR CHANNEL OUTDOOR,					
		I-58083083	02 -594-0531	MEDIA PLACEME OUTDOOR ADVERTISING	127795	4,000.00
01-00612	FEDEX					
		I-2-273-49474	02 -594-0108	FULFILMENT AN MISC. SHIPPING CHARGES	127802	33.80
01-015091	OPEN SKY MEDIA, INC. d					
		I-2013-26309	02 -594-0531	MEDIA PLACEME ADVERTISING AUSTIN MONTHL	127818	2,806.00
01-019510	Y P					
		I-51113	02 -594-0531	MEDIA PLACEME YP ADVERTISING	127823	110.00
01-020104	SCOTT MCGEHEE					
		I-291	02 -594-0108	FULFILMENT AN TEXAS APPROACH TRAVEL SHOWS	127827	1,828.57
01-021095	UNITED PARCEL SERVICE					
		I-0000648239203-1	02 -594-0108	FULFILMENT AN MISC. SHIPPING CHARGES	127831	50.13
01-022024	VBR MEDIA					
		I-60113-001	02 -594-0531	MEDIA PLACEME ADVERTISING	127833	825.00
		I-60113-002	02 -594-0531	MEDIA PLACEME ADVERTISING	127833	250.00
				DEPARTMENT 594 MARKETING	TOTAL:	15,057.10

FUND	02	HOTEL/MOTEL TAX FUND	TOTAL:			
						22,019.30

PAGE: 20

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-004231	DIRECT ENERGY BUSINESS					
		I-131420017991065	06 -565-0580	ELECTRICITY ELECTRIC BILL DATED 5/22/13	127798	18,782.20
01-004268	ECONOMY CONSTRUCTION					
		I-1005627	06 -565-0411	BUILDING & ST SKY LIGHT REPAIR	127800	3,594.00
01-004283	ECOLAB INC.					
		I-1856491	06 -565-0510	RENTAL OF EQU DISH MACHINE RENTAL: 5/16-6/12	127801	135.49
01-006133	DEARBORN NATIONAL					
		I-51413	06 -565-0081	GROUP INSURANCE JUNE 2013 LTD, LIFE, AD&D PREM	127803	192.49
01-007112	GIGNAC & ASSOCIATES, LLP					
		I-2	06 -565-0530	PROFESSIONAL ARCHITECT/ ENGINEER SERVICE	127806	83,102.85
	PROJ: CCE-5650530	CONVENTION CTR EXPANSION		PROFESSIONAL SERVICES		
01-008179	HDR ENGINEERING INC.					
		I-00394756-H	06 -565-0530	PROFESSIONAL WETLAND	127808	5,153.95
01-009159	RICHO USA, INC.					
		I-89088933	06 -565-0415	SERVICE CONTRACT COPIER USED FOR CLIENT SERVICE	127810	110.00
01-013184	FRANCISCO JAVIER MAR					
		I-1	06 -565-0415	SERVICE CONTRACT IT SERVICE CONTRACT CVB	127813	1,260.00
01-018509	SAM'S CLUB DIRECT					
		I-999999-3	06 -565-0551	DUES & MEMBER URBANO GONZALEZ	127819	15.00
01-019404	SPRINT					
		I-463528814-066	06 -565-0501	COMMUNICATION CELLPHONE BILL APR17-MAY 16	127822	56.06
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	06 -565-0081	GROUP INSURANCE 06	127825	3,200.04
				DEPARTMENT 565 CONVENTION CENTER OPER	TOTAL:	115,602.08
				FUND 06 CONVENTION CENTER FUND	TOTAL:	115,602.08

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	DEARBORN NATIONAL					
		I-51413	60 -560-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM	127803	102.13
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	60 -560-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	1,422.24
			DEPARTMENT 560	BEACH MAINTENANCE	TOTAL:	1,524.37
			FUND 60	BEACH MAINTENANCE FUND	TOTAL:	1,524.37

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-006133	DEARBORN NATIONAL					
		I-51413	80 -580-0081	GROUP INSURAN JUNE 2013 LTD, LIFE, AD&D PREM 127803		38.08
01-020057	TEXAS MUNICIPAL LEAGUE					
		I-52013	80 -580-0081	GROUP INSURAN JUNE 2013 MEDICAL PREMIUMS	127825	355.56
DEPARTMENT 580 EDC					TOTAL:	393.64

5/30/2013 8:55 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

PACKET: 10474 Regular Payments5-30-13

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-004231	DIRECT ENERGY BUSINESS					
		I-131420017991065	80 -581-0580	ELECTRICITY ELECTRIC BILL DATED 5/22/13	127798	1,462.87
				DEPARTMENT 581 BIRDING CENTER	TOTAL:	1,462.87

			FUND 80	ECONOMIC DEVELOPMENT CORP	TOTAL:	1,856.51
				REPORT GRAND TOTAL:		247,522.44

5/30/2013 9:18 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10475 EFT Payments5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-007400	GRANICUS, INC.	I-45304	01 -515-0415	SERVICE CONTR MAINTENANCE FOR JUNE 2013	999999	938.90
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:						938.90

FUND	01	GENERAL FUND	TOTAL:			938.90

5/30/2013 9:18 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10475 EFT Payments5-30-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001210	AIR FILTER COMPANY					
		I-61439	02 -590-0411	BUILDINGS & S FILTER SERVICE WEEK 3: VCTR	999999	35.00
01-021102	UNIFIRST CORP.					
		I-8132170569	02 -590-0160	LAUNDRY & JAN FLOOR MATS AT VISITORS CENTER	999999	33.96
			DEPARTMENT 590	VISITORS BUREAU	TOTAL:	68.96

5/30/2013 9:18 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10475 EFT Payments5-30-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-003697	A CLEAN PORTOCO BROWNSV					
		I-01-140840	02 -593-8077	MEMORIAL DAY MEMORIAL DAY CONCERTS	999999	2,630.00
DEPARTMENT 593 EVENTS MARKETING TOTAL:						2,630.00

FUND	02	HOTEL/MOTEL TAX FUND	TOTAL:			2,698.96

5/30/2013 9:18 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 10475 EFT Payments5-30-13

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001014	ADMIRAL LINEN & UNIFORM					
		I-MA52761	06 -565-0160	LAUNDRY & JAN MISC. MOPS: MATS	999999	43.00
		I-MA52762	06 -565-0130	WEARING APPAR UNIFORM PANTS, MAINT.STAFF	999999	45.00
01-004405	ESCAPE INTO AQUARIUMS					
		I-52313	06 -565-0415	SERVICE CONTR MAINT. AQUARIUM MAY 2013	999999	150.00
01-008227	HINO GAS SALES, INC.					
		I-476998	06 -565-0104	FUELS & LUBRI 24 GALS. LPG FOR FORKLIFT	999999	81.60
01-022000	VALLEY BOTTLE WATER CO.					
		I-466825	06 -565-0103	CONSUMABLES BOTTLED WATER DEL CVB	999999	48.75
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:						368.35
FUND 06 CONVENTION CENTER FUND TOTAL:						368.35

5/30/2013 9:18 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 10475 EFT Payments5-30-13

VENDOR SET: 01

FUND : 30 TRANSPORTATION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-006997	G & K SERVICES					
		I-1103161398	30 -591-0130	WEARING APPAR UNIFORMS FOR WAVE DRIVERS	999999	73.74
		I-1103165200	30 -591-0130	WEARING APPAR UNIFORMS FOR WAVE DRIVERS	999999	70.27
				DEPARTMENT 591 TRANSPORTATION DEPT	TOTAL:	144.01

				FUND 30 TRANSPORTATION GRANT	TOTAL:	144.01
					REPORT GRAND TOTAL:	4,150.22

5/30/2013 9:29 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 10476 EFT PaymentsEMP 5-30-13

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-004406	CINDY ERICKSON					
		I-43013	01 -513-0550	TRAVEL EXPENS MISC, MILEAGE REIMBURSEMENT	999999	114.27
DEPARTMENT 513 FINANCE DEPARTMENT TOTAL:						114.27

FUND	01	GENERAL FUND	TOTAL:			114.27

5/30/2013 9:29 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 10476 EFT PaymentsEMP 5-30-13

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-024191	ROSA ZAPATA					
		1-52013	02 -594-0550	TRAVEL EXPENS PERDIEM FOR SAN ANTONIO TRIP	999999	163.00
			DEPARTMENT 594	MARKETING	TOTAL:	163.00
			FUND 02	HOTEL/MOTEL TAX FUND	TOTAL:	163.00

5/30/2013 9:29 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 10476 EFT PaymentsEMP 5-30-13

VENDOR SET: 01

FUND : 30 TRANSPORTATION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

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

01-001359	JESUS ARRIAGA					
		I-51613	30 -591-0550	TRAVEL EXPENS MILAGE REIMBURSEMENT	999999	63.94
		I-52413	30 -591-0550	TRAVEL EXPENS MILEAGE REIMBURSEMENT	999999	76.20
			DEPARTMENT 591	TRANSPORTATION DEPT	TOTAL:	140.14

			FUND 30	TRANSPORTATION GRANT	TOTAL:	140.14
					REPORT GRAND TOTAL:	417.41

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

MEETING DATE: June 5, 2013

NAME & TITLE: Robert N. Pinkerton, Jr., Mayor

DEPARTMENT: City Council

ITEM

Update and public discussion regarding the Convention Centre Renovation and Expansion project.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: June 5, 2013

NAME & TITLE: Robert N. Pinkerton Jr., Mayor

DEPARTMENT: City Council

ITEM

Presentation, discussion and action pertaining to the South Padre Island's Convention Centre Renovation & Expansion Project.

- a. Discussion and action regarding the Convention and Visitors Transition Board's design recommendations.
- b. Discussion and action to provide direction to Gignac Architects and TVS regarding the completion of the Schematic Design.

ITEM BACKGROUND

The City Council selected Gignac & Associates as the Architect/Engineer firm and SpawGlass as the Construction Manager at Risk for the Convention Centre Renovation & Expansion Project.

At the April 24, 2013 meeting of the Convention and Visitors Transition Board recommend to the City Council that the proposed improvements at the Convention Centre include an expansion phase.

The City's consultant, along with the architect and contractor, has provided several proposed layouts for the facility. In addition, there has much discussion about the need for a parking structure. If the current facility is expanded, the expansion will be located in space currently reserved for parking.

With the expansion of exhibit hall there will be a need to replace the displaced parking. Additionally, the increase of square footage will generate more attendees and increase parking requirements or require a comprehensive transportation plan.

At the May 15, 2013 City Council meeting, the Council requested that the Convention and Visitors Transition Board evaluate the options and make a recommendation to the City Council regarding which of the three options presented by Gignac & Associates would be their

preference. At the May 22, 2013, the Convention and Visitors Transition Board selected Option 3 as their recommendation.

BUDGET/FINANCIAL SUMMARY

We would like to obtain direction from the City Council so that the Architects can complete the schematic deliverables.

COMPREHENSIVE PLAN GOAL

Goal 7A- Develop a diversified economy in order to increase spending on the Island throughout the year.

LEGAL REVIEW

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

Comments: N/A

RECOMMENDATIONS/COMMENTS

Authorize Gignac & Associates to proceed with the Option 3 and complete the schematic deliverables.

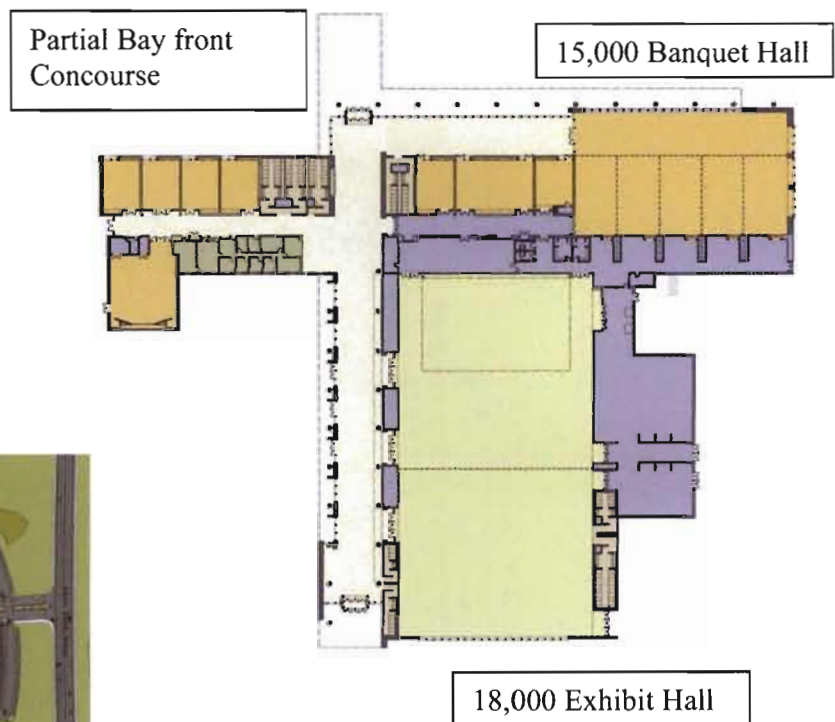
RECOMMENDATION FROM CVB TRANSITION BOARD

TO: Joni Clarke ,City Manager, City of South Padre Island ,Texas
FROM: Diana Bravo Gonzalez, AIA, Broaddus and Associates
RE: Schematic Design Schemes 1-3
DATE: June 6, 2013

A CVB Transition Board meeting was held on May 22, 2013 at 10:00 AM in City Council Chambers. Gignac Architects presented three possible schemes for the Expansion and Renovations to the SPI Convention Center for the board's consideration. Broaddus and Associates and Spaw Glass Contractors presented the corresponding schematic design budgets for each scheme. All three schemes were within the \$25M budget set forth by the City of SPI .After much discussion, the CVB Transition Board voted to recommend Scheme 3 to City Council for further development into the final schematic design package Below is a summary of this scheme and budget

SCHEME 3
Attributes

15,000 sq ft sub dividable ballroom
18,000, sq ft exhibit hall expansion
Partial Bay Front Concourse
Renovation of Existing Facility
554 Surface Lot Parking



Option 3			
Priority 2 Renovations	Schematic Estimate Option C		
	Renovations	Cost/SF	CCL
<i>Exhibit Hall</i>	22,500	\$136	\$3,060,000
<i>Meeting Rooms</i>	14,500	\$139	\$2,015,500
<i>Kitchen</i>	3,000	\$176	\$528,000
<i>Administration</i>	3,500	\$135	\$472,500
<i>Lobby Circulation</i>	13,000	\$145	\$1,885,000
<i>Storage</i>	9,000	\$118	\$1,062,000
<i>Restroom</i>	4,900	\$225	\$1,102,500
<i>Support services</i>	5,600	\$131	\$733,600
Subtotal - Renovation	76,000		\$10,859,100
Priority 3 New Construction	Schematic Estimate Option 3		
	New	Cost/SF	CCL
<i>New Exhibit Hall addition</i>	18,000	\$214	\$3,852,000
<i>Lobby/Circulation</i>	3,200	\$263	\$841,600
<i>Restroom</i>	4,000	\$252	\$1,008,000
<i>Support services</i>	5,300	\$216	\$1,144,800
<i>Bayfront Concourse</i>	5,400	\$275	\$1,485,000
<i>Ballroom</i>	15,000	\$354	\$5,310,000
TOTAL NEW CONSTRUCTION	50,900		\$13,641,400
Total Building CCL			\$24,500,500
Priority 3 Sitework			
<i>Parking garage allowance</i>			\$0
<i>Site work / Additional surface parking</i>			\$1,000,000
LIMITATION			\$25,500,500
ESTIMATED SOFT COSTS			
<i>AE & Specialty Consultants (Acoustical/Theater/Kitchen/ Civil/ PM)</i>			\$2,805,055
<i>FF&E 4%</i>			\$1,020,020
<i>Miscellaneous expenses & Contingency(Geotech/Testing ETC)</i>			\$674,425
TOTAL SOFT COST			\$4,499,500
TOTAL PROJECT COST			\$30,000,000
Bayfront Terrace	9,000	\$119	\$1,071,000

7-4

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

MEETING DATE: June 5, 2013

NAME & TITLE: Sam A. Listi, Council Member

DEPARTMENT: City Council

ITEM

Discussion and action to consider allowing Sand Castle Co-Council of Owners to erect a gate at West Kingfish street ending for the purposes of closing the street ending at night and during holidays for security purposes.

ITEM BACKGROUND

As you are aware, Sand Castle Council of Co-Council of Owners asked the City Council on April 17, 2013 to consider selling West Kingfish street ending to restrict public use for security purposes. Sand Castle is now requesting to be allowed to erect a gate that they could restrict entrance during evenings and holidays.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

May 16, 2013

To: City Council of South Padre Island

From: Sand Castle Co- Council of Owners

Re: Street Access

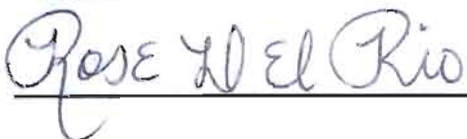
It seems as it would be a long and lengthy process to acquire the street and for this reason we would ask the city to consider perhaps allowing us to gate the front entrance where we could close the gate at night and during holidays. This would allow the city to still have ownership of the street. We would use an electric gate with a code which would allow first responders easy access if needed.

With the summer months upon us, we are completely full and require extra security due to public access.

Sincerely,



President



Vice President

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

MEETING DATE: June 5, 2013

NAME & TITLE: Alita Bagley, Council Member

DEPARTMENT: City Council

ITEM

Discussion and action to consider Friends of Animal Rescue's request for additional funds to be used to fund the neuter/spay of animals that are currently housed at the shelter which would reduce in house population and allow for a speedier placement rate.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Animals Taken to Friends of Animal Rescue Shelter

October 1, 2012 to December 31, 2012												
	Live Intake			Deceased			Quarantine			Other Animals		
	Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds
October	0	20		0	1	0	0	1	0	2	0	5
November	1	5		0	2	0	0	0	1	2	0	1
December	4	11		0	2	0	0	0	0	12	0	2
TOTALS	5	36		0	5	0	0	1	1	16	0	8
											Monthly Totals	Total
											29	72
											12	
											31	

January 1, 2013 to March 31, 2013												
	Live Intake			Deceased			Quarantine			Other Animals		
	Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds
January	2	4		0	4	0	0	0	0	10	0	4
February	5	17		0	3	2	0	0	0	21	0	2
March	6	8		0	1	0	1	0	0	19	0	7
TOTALS	13	29		0	8	2	1	1	0	50	0	13
											Monthly Totals	Total
											24	117
											50	
											43	

April 1, 2013 to June 30, 2013												
	Live Intake			Deceased			Quarantine			Other Animals		
	Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds
April	6	9		0	1	2	0	0	0	11	1	4
May	-	-		-	-	-	-	-	-	-	-	-
June	-	-		-	-	-	-	-	-	-	-	-
TOTALS	6	9		0	1	2	0	0	0	11	1	4
											Monthly Totals	Total
											34	34
											0	
											0	

GRAND TOTAL												
	Live Intake			Deceased			Quarantine			Other Animals		
	Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds
GRAND TOTAL	24	74		0	14	4	2	2	1	77	1	25
											TOTAL	223



Friends of Animal Rescue Request for Additional Funding

Friends of Animal Rescue is requesting an additional \$10,000 to assist in the vetting and caring for the lost and homeless animals of South Padre Island due to the increase in the number animals that have been cared for since October 2012.

Friends of Animal Rescue agreed to \$20,000 plus \$10,000 in capital improvement monies for animal services that were contracted with the City of South Padre Island. The amount agreed upon was based on the projections calculated from previous years of animals being taken to the Port Isabel Animal Shelter. The figures for 2010 were 153 in 2009-10 and 170 in 2010-11.

To date live 287 animals (October 2012-April 2013) have been cared for at the SPI Recovery Center, ran by Friends of Animal Rescue.

Attached are the agreed upon animal intake sheets, the Port Isabel Sheets for the past years, the cost of vetting and caring for animals, Friends of Animal Rescue's current P & L sheet, and an additional information sheet showing our Board of Directors and additional financial information.

We appreciate your support and commitment to Friends of Animal Rescue and the animals in need on our Island.

OUR COSTS

Friends of Animal Rescue Costs on Vetting of Animals

Dogs

Our cost to vet each dog is between \$100-150.00. This includes spay/neuter, heartworm testing, vaccinations, and heartworm and flea preventative. Additional costs may include heartworm treatment, mange, tumors, and pregnancy.

Cats

Cost to vet each cat is between \$85-131.00. This includes spay/neuter, testing for AIDS, FIV, vaccinations and flea preventative. Additional costs may include mange, tumors, pregnancy, and respiratory problems.

Deceased Animals

Friends of Animal Rescue also cremates the deceased animal at the cost of 90 cents per pound. Estimated cost is \$2,000 per year.

Friends of Animal Rescue's Cost of Caring for the Homeless Animals

Dogs—Per the agreement with the City of South Padre Island all dogs with collars are held for 10 days. Animals without collars are held 7 days. Cost to care for, provide shelter, and feed a dog is \$8 per day.

Cats—Per agreement with the City of South Padre Island all cats with collars are held for 10 days. Animals without collars are held 7 days. Cost to care for, provide shelter, and feed a cat is \$10.00 per day.

Animals Turned in by Environmental Health Services Department

April 1, 2013 to June 30, 2013													
	Live Intake		Deceased			Quarantine			Other Animals			Monthly Totals	Total
	Dogs	Cats	Dogs	Cats	Other*	Dogs	Cats	Opossums	Raccoons	Birds			
April	6	9	0	0	1	2	0	0	11	1	4	34	34
May	0	0	0	0	0	0	0	0	0	0	0	0	
June	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	6	9	0	0	1	2	0	0	11	1	4		

Animals Turned in by SPI PD Dept.

April 1, 2013 to June 30, 2013														
Live Intake			Deceased			Quarantine			Other Animals			Monthly Totals	Total	
Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds			
April	1	0	0	0	0	0	0	0	0	0	0	0	1	1
May	0	0	0	0	0	0	0	0	0	0	0	0	0	
June	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	1	0	0	0	0	0	0	0	0	0	0	0		

Animals Turned in by SPI Residents & Tourists

April 1, 2013 to June 30, 2013														
	Live Intake			Deceased			Quarantine			Other Animals			Monthly Totals	Total
	Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds		
April	2	15		0	0	0	0	0	0	0	0	0	1	18
May	0	0		0	0	0	0	0	0	0	0	0	0	
June	0	0		0	0	0	0	0	0	0	0	0	0	
TOTALS	2	15		0	0	0	0	0	0	0	0	0	1	

Animals Turned in Combined totals

April 1, 2013 to June 30, 2013														
Live Intake			Deceased			Quarantine			Other Animals			Monthly Totals	Total	
Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds			
April	9	24		0	0	2	0	0	0	11	1	5	52	
May	0	0		0	0	0	0	0	0	0	0	0		
June	0	0		0	0	0	0	0	0	0	0	0		
TOTALS			9	24		0	0	2	0	0	11	1	5	

9-5

Animals Turned in by Environmental Health Services Department

January 1, 2012 to March 31, 2012												
	Live Intake			Deceased			Quarantine			Other Animals		
	Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds
January	2	6		0	0	3	0	0	0	12	0	5
February	5	20		0	0	2	0	0	0	20	0	4
March	0	0		0	0	0	0	0	0	0	0	0
TOTALS	7	26		0	0	5	0	0	0	32	0	9
												Monthly Totals
												79

January 1, 2012 to March 31, 2012 (Residents Included)												
	Live Intake			Deceased			Quarantine			Other Animals		
	Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds
January	10	18		0	0	3	0	0	0	12	0	5
February	7	22		0	0	2	0	0	0	21	0	4
March	0	0		0	0	0	0	0	0	0	0	0
TOTALS	17	40		0	0	5	0	0	0	33	0	9
												Monthly Totals
												104

9-6

Animals Turned in by Environmental Health Services Department

October 1, 2012 to December 31, 2012												
Live Intake			Deceased			Quarantine			Other Animals			Monthly Totals
Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds	
October	6		0	0	6	0	0		1	0	4	33
November	1		0	0	2	0	0		8	0	0	18
December	4		0	0	1	0	0		16	1	2	25
TOTALS	11		0	0	9	0	0		25	1	6	76

Turned in By SPI PD

October 1, 2012 to December 31, 2012												
Live Intake			Deceased			Quarantine			Other Animals			Monthly Totals
Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds	
October	0		0	0	0	0	0		0	0	0	0
November	0		0	0	0	0	0		0	0	0	0
December	0		0	0	0	0	0		0	0	0	0
TOTALS	0		0	0	0	0	0		0	0	0	0

October 1, 2012 to December 31, 2012 (Residents, Tourist)												
Live Intake			Deceased			Quarantine			Other Animals			Monthly Totals
Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds	
October	3		1	0	0	0	0		0	0	1	15
November	2		0	0	0	0	0		0	0	2	10
December	5		0	0	0	0	0		0	0	1	7
TOTALS	10		1	0	0	0	0		0	0	4	32

October 1, 2012 to December 31, 2012 (Combined Total)												
Live Intake			Deceased			Quarantine			Other Animals			Monthly Totals
Dogs	Cats		Dogs	Cats	Other*	Dogs	Cats		Opossums	Raccoons	Birds	
October	9		0	0	4	0	0		12	0	10	61
November	3		0	0	5	0	0		22	0	4	47
December	9		0	0	4	2	1		20	1	6	46
TOTALS	21		0	0	13	2	1		54	1	20	154

9-7

Animals taken to the Isabel Y. Garcia Animal Shelter from October 1, 2009 to August 16, 2011

October 1, 2009 to September 30, 2010

	Live Intake		Deceased			Quarantine		Other Animals			Monthly Totals	2009/2010 Totals
	Dogs	Cats	Dogs	Cats	Other	Dogs	Cats	Opossums	Raccoons	Birds		
October	2	25	0	1	0	2	1	0	0	0	31	153
November	1	5	0	0	0	1	0	0	0	0	7	
December	1	6	1	0	0	0	0	0	0	0	8	
January	1	5	0	3	0	1	0	0	0	0	10	
February	2	7	0	3	0	0	0	1	0	0	13	
March	4	1	0	1	0	0	0	0	0	0	6	
April	2	2	0	0	0	0	0	2	1	0	7	
May	2	5	0	0	0	0	0	0	0	0	7	
June	0	16	0	5	0	1	0	0	0	0	22	
July	4	15	0	2	0	1	0	0	0	0	22	
August	0	2	0	2	4	0	0	0	0	0	8	
September	1	11	0	0	0	0	0	0	0	0	12	

October 1, 2010 to August 16, 2011

	Live Intake		Deceased			Quarantine		Other Animals			Monthly Totals	2010/2011 Totals
	Dogs	Cats	Dogs	Cats	Other	Dogs	Cats	Opossums	Raccoons	Birds		
October	5	5	0	0	0	1	0	0	0	0	11	170
November	0	11	0	3	0	0	0	0	0	0	14	
December	1	7	2	0	0	0	0	0	0	0	10	
January	2	4	0	3	0	0	0	0	0	0	9	
February	1	14	0	3	0	0	0	0	0	0	18	
March	5	5	1	4	0	0	0	0	0	0	15	
April	3	9	0	1	0	2	0	0	0	0	15	
May	3	24	0	10	0	0	0	0	0	0	37	
June	7	12	0	3	0	2	0	0	0	0	24	
July	4	3	0	3	0	1	0	0	0	0	11	
August	2	0	0	3	0	1	0	0	0	0	6	

9.8

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05/30/13
Accrual Basis

FRIENDS OF ANIMAL RESCUE
Profit & Loss
January 1 through May 29, 2013

Jan 1 - May 29, 13

Ordinary Income/Expense	
Income	
Re-Sale Store Merchandise	17,374.91
Boarding	307.51
Adoption Donations	3,540.00
Donations Store & Boxes	8,693.11
Fundraisers	
Cattin Around Leslie	1,614.11
Chilli Cook-Off	56.00
Dog Gone Wedding	427.00
Easter Padre Rita	331.00
Jail Break	65.00
Quilt Raffle	248.00
Sock Hop	1,260.00
Total Fundraisers	4,001.11
Pavers	92.38
T-Shirts	41.57
SPI Recovery Center	14,300.00
Total Income	48,350.59
Expense	
Advertising	1,641.95
Auto Expense	
Gas	610.00
Total Auto Expense	610.00
Bank Charges & Fees	301.00
Business Expense	5.00
Cash Over/Short	35.29
Contract Labor	62.00
Credit Card Merchant Fees	
AMEX	7.95
MC/Visa/Disc Global Pay	248.84
Total Credit Card Merchant Fees	256.79
Finance Charges	7.90
Fundraiser Expense	
Chilli Cook-Off	184.22
Dog Gon Wedding	332.06
Howl At The Moon	31.51
Sock Hop	300.00
Total Fundraiser Expense	847.79
Grant Expense	67.27
License & Permits	0.00
Payroll Expenses	
Managers Salary	7,920.00
Kennel Hand/Hourly	8,651.99
Store Clerk	159.50
Payroll Taxes	1,826.59
Total Payroll Expenses	18,558.08
Professional Fees	
Animal Handler	956.00
Vet Technncian	292.25
Veterinarian	
Medical	2,418.13
Spay and Newter	6,318.80
Total Veterinarian	8,736.93
Total Professional Fees	9,985.18
Rent	10,800.00
Repairs & Maintenance	161.51

9-9

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05/30/13

Accrual Basis

FRIENDS OF ANIMAL RESCUE**Profit & Loss**

January 1 through May 29, 2013

	Jan 1 - May 29, 13
Supplies	
Animal Food	613.15
Cleaning & Kennel	834.06
Litter	410.26
Medical Supplies	522.92
Office Supplies	495.31
Operating	189.49
Total Supplies	3,065.19
Taxes	
Sales Tax Discount	-9.02
Total Taxes	-9.02
Telephone & Internet Expense	472.40
Utilities & Trash Removal	
Allied Waste	462.58
Electric	1,985.87
Water	403.78
Total Utilities & Trash Removal	2,852.03
Total Expense	49,720.36
Net Ordinary Income	-1,369.77
Other Income/Expense	
Other Expense	
Non Deductable Expense	
IRS/FORM 944	35.00
State Comptroller	140.87
Texas Workforce Commission	3.06
Total Non Deductable Expense	178.93
Total Other Expense	178.93
Net Other Income	-178.93
Net Income	-1,548.70

9-10

Additional Information regarding Friends of Animal Rescue

Board of Directors

President- Catherine Carter Vice President- Jacky Conrad

Secretary – Wanda Ballou Treasurer- Guy Blattnik

At Large Board Members

Jenny Joseph, Kat Lillie, Walter Conrad, Carrie Hays

Outside Bookkeeper- Laura McCullough

Shelter Manager: Sherry Pinard

Advisory Board

Pat & Dick Helms, D'Netta and Thad Moore, Dana Allison, Denise Butler, David Horton

Volunteers

Friends have over 25 year round active volunteers and another 50 winter volunteers. We are fortunate to have a wonderful partnership with Origins Recovery Center as well. Over 120 volunteer hours are logged per week. Friends have a paid staff equal to 2 FTE's.

Financial Information not on P & L:

Start Up Costs for the SPI Recovery Center and Friends of Animal Rescue included the following
-\$10,000 in capital improvements were completed and invoiced to City of South Padre Island. Invoices are on file with the City. The capital improvement money was used to build and furnish the cat and dog quarantines needed for the SPI Recovery Center to state licensed as a quarantine facility.

-\$20,000 in medicines, equipment for Spay/Neuter suite, heartworm drug, heartworm and flea and tick preventative.

-\$5,000 in supplies and animal equipment from crates to water/feeding bowls has been spent.

-Expense on cat/dog food vary depending on number of animals and donations of food and litter.

Please direct any additional questions to Jacky Conrad 956-772-1974 or Catherine Carter at 956-561-6049. You may also call the Friends of Animal Rescue 24 hour hotline at 956-772-1171.

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

MEETING DATE: June 5, 2013

NAME & TITLE: Marcy Newman, P.E., Public Works Director

DEPARTMENT: Public Works

ITEM

Discussion and possible action regarding Padre Boulevard / PR 100 improvements.

ITEM BACKGROUND

On April 17, staff presented options for moving forward with parking improvements for Padre Boulevard. The two options were:

1. Reconstruct sidewalks with improved shared paths within the existing ROW with an approximate total cost for environmental clearance, design & construction of \$3M.
2. Construct plan as described in the 2011 Gateway Planning / Kimley-Horn Transportation plan with an approximate total cost for environmental clearance, design & construction of \$10-15M.

Council requested staff present this to the Development Standards Review Task Force to solicit their input. This was done on May 14, 2013 and again in a workshop on May 17, 2013 and the DSRTF requested staff to seek funding alternatives and sources to develop Padre Boulevard as shown in the Gateway Planning / Kimley-Horn Transportation Plan.

As Padre Boulevard is not a City owned or maintained roadway, but is on the State highway system, development of a project, regardless of the option chosen, must be done in accordance with the National Environmental Policy Act (NEPA), ADA / TDLR / TAS standards for pedestrian accessibility and TxDOT and FHWA guidelines for design standards, ROW acquisition and appraisal and utility relocation / accommodation. As part of the NEPA process, projects must receive environmental clearance and favorable public support before approval for detailed design is granted.

Staff has updated the cost estimate for the Gateway Planning / Kimley-Horn Transportation Plan option. Total anticipated cost for the environmental clearance and schematics (frontage road to Kingfish only) is \$1.8M. Construction Cost (frontage road to Kingfish only) is estimated at \$10.5 M. Utility relocation is anticipated to cost \$4.5M. ROW acquisition is anticipated to cost \$4.2M (exclusive of damages to remainders). Construction cost may receive partial TxDOT funding but is not guaranteed. Total cost needed to develop the full project from Padre

Boulevard frontage road to Kingfish is \$21M. Estimated cost for the full project (to the 2nd Access) is \$83M.

The City has no dedicated funds for the development of the Padre Boulevard Improvements. TxDOT will not fund the preliminary engineering, environmental clearance, final design, utility relocation or ROW acquisition. This leaves the remaining options for funding:

1. Bank / save the entire PW Paving / Street Improvements annual budget for the next 5-6 years (full widening section) or 1 years (parallel parking section) based on current funding levels for improvements (\$500K per year) and begin preliminary engineering / environmental clearance / final engineering design when sufficient funds have been accumulated. This option precludes development of any street rehabilitation, street reconstruction or Gulf Boulevard improvements during this time frame.
2. Bank / save the entire PW Paving / Street Improvements annual budget for an additional 36 years (full widening section) or 4-5 years (parallel parking section) based on current funding levels for improvement (\$500K per year) to fund the utility relocation, ROW acquisition and construction portions of the project. This option precludes development of any street rehabilitation, street reconstruction or Gulf Boulevard improvements during this time frame.
3. Prepare a bond election program to allow voters to determine if they wish to incur public debt to finance the project now, and if so, full length or frontage road to Kingfish only. This option allows continued annual development of street rehabilitation, street reconstruction or Gulf Boulevard improvements during this time frame.
4. Continue to pursue approval of the Tax Increment Reinvestment Zone for funding of Padre Boulevard improvements and when sufficient funds are available, move forward with a project.

BUDGET/FINANCIAL SUMMARY

The City has no designated funds for environmental clearance, design, utility relocation, ROW acquisition or construction of the improvements. TxDOT currently has no funding designated for the improvements and may not have any available in the future (for construction only). The City of South Padre Island will be responsible for the full cost of development of preliminary engineering, environmental document preparation / public involvement / environmental clearance, final design, utility relocation, ROW acquisition and from 50-100% of construction. TxDOT will endeavor to provide matching funds for construction but they are not guaranteed. Cost varies based on option selected.

COMPREHENSIVE PLAN GOAL

4.F. Provide a safe and attractive environment for walking and bicycling

4.H. Develop walking and biking paths that are coordinated with existing businesses, residences, street infrastructure, and transit opportunities and that contribute to the character and identity of the Island and the individual corridors on which the paths are located.

4.P. Ensure suitable street infrastructure commensurate with traffic demands and volumes

4.S. Enhance street right-of-way appearance and contribution to Town character

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Staff is seeking further direction from Council.

PADRE BOULEVARD IMPROVEMENTS - ANGLED PARKING AND WIDENING FOR SIDEWALKS (FR TO KINGFISH)

5/29/2013

Length 6200 LF = 1.174 MI

ITEM	DESCRIPTION	UNITS	QUANTITY	3 MO AVG BID	COST
0100	Preparing ROW	STA	62.125	\$ 5,000.00	\$ 310,625.00
0110	Unclassified Street Excavation (Excavation (Roadway))	CY	9268	\$ 9.00	\$ 83,412.00
0132	Embankment (Embankment (Final)(Dens Cont)(Ty B))	CY	1875	\$ 6.00	\$ 11,250.00
0275	Cement (50 lb/SY)	TON	638	\$ 125.00	\$ 79,750.00
0275	12" Cement Treated Subgrade (Cement Treat (Mx Exst Mtl & Nw Bs)(12"))	SY	25530	\$ 1.75	\$ 44,677.50
0305	Mill Existing HMA 22" x 1 1/2" (Salv, Haul & Stkpl Rcl Aph Opv (0" to 2"))	SY	21285	\$ 1.10	\$ 23,413.50
0340	1 1/2" HMA Ty D (D-GR HMA (Meth) Ty-D PG 64-22) (124140 SY) (assume full width o'lay)	TON	3250	\$ 78.00	\$ 253,500.00
0360	8" conc pavement (Conc Pvmf (Contin Reinf - CRCP)(8"))	SY	19985	\$ 40.00	\$ 799,400.00
0464	Drainage System (RC Pipe)(CL III)(24 In)	LF	18750	\$ 60.00	\$ 1,125,000.00
0465	Drainage System (Manh Compl (Ty M))	EA	12.5	\$ 4,000.00	\$ 50,000.00
0465	Drainage System (Inlet (Compl)(Curb)(Ty II)(20"))	EA	25	\$ 8,000.00	\$ 200,000.00
0502	Traffic Control (Barricades, Signs and Traffic Handling)	MO	6	\$ 10,000.00	\$ 60,000.00
0528	Median Pavers (Landscape Pavers)	SY	2756	\$ 50.00	\$ 137,800.00
0528	Hardscape (Landscape Pavers)	SY	7000	\$ 50.00	\$ 350,000.00
0529	6" conc curb and 12" gutter for roadway (Conc C&G Ty II)	LF	12425	\$ 15.00	\$ 186,375.00
0529	Median curb (24850 length each direction)(Conc C&G Ty II)	LF	12425	\$ 15.00	\$ 186,375.00
0530	Concrete Driveway Approach (assumed 137 at 40 SY ea) (Driveways and turnouts (Conc))	SY	1370	\$ 65.00	\$ 89,050.00
0530	Side street (Conc Valley and Asph Transition) (Intersections (ASCP)(Type 1))	SY	5250	\$ 50.00	\$ 262,500.00
0531	8' Wide Aesthetic Sidewalk (24850 Length x 2 x 8'w / 9 sf/sy)(Conc Sidewalk (6")(Spl))	SY	11250	\$ 50.00	\$ 562,500.00
0531	12' wide multi-use trail(4" thick) - Parkway Section (Conc Sidewalk (6")(Spl))	SY	16569	\$ 50.00	\$ 828,450.00
0610	Illumination (4 ea isct + 1 ea 500' median) (Ins Rd II Am (Ty SA) 30S-8 (.25 KW)S)	EA	117.5	\$ 3,500.00	\$ 411,250.00
0636	Pavement Markings and Signage (Aluminum Signs (Ty G))	SF	125	\$ 21.00	\$ 2,625.00
0644	Pavement Markings and Signage (In Sm Rd Sn Sup&Am Ty 10BWG(1)SA(T)	EA	32	\$ 500.00	\$ 16,000.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 4" (Brk)(100 Mil))	LF	3125	\$ 0.50	\$ 1,562.50
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 4" (Sld)(100 Mil))	LF	12425	\$ 0.50	\$ 6,212.50
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 8" (Sld)(100 Mil))	LF	5250	\$ 0.96	\$ 5,040.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 24" (Sld)(100 Mil))	LF	787.5	\$ 8.00	\$ 6,300.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (Y) 4" (Sld)(100 Mil))	LF	12425	\$ 0.50	\$ 6,212.50
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) (Arrow)(100 Mil))	EA	25	\$ 150.00	\$ 3,750.00
0672	Pavement Markings and Signage (Refl Pav Mrkr Ty II-C-R)	EA	313	\$ 3.00	\$ 939.00
0680	Traffic Signals (Install Hwy Trf Sig (System))	EA	4	\$ 13,000.00	\$ 52,000.00
0684	Traffic Signals (Trf Sig Cbl (ty A)(12AWG)(10 condn))	LF	49700	\$ 1.50	\$ 74,550.00
0686	Traffic Signals (Ins Trf Sig Pl Am(S) Str (ty B))	EA	16	\$ 4,000.00	\$ 64,000.00
0688	Traffic Signals (Veh Lp Detect (sawcut)(14AWG)(Blk))	LF	1280	\$ 5.00	\$ 6,400.00
1014	Landscape and Irrigation (Landscape Amenity)	MI	1.175	\$ 100,000.00	\$ 117,500.00
5893	Water and Sanitary Sewer (Sanitary Sewer (PVC)(C900)(12 in)	LF	12425	\$ 38.00	\$ 472,150.00
5969	Water and Sanitary Sewer (Water Main Pipe (PVC)(12 in))	LF	12425	\$ 82.00	\$ 1,018,850.00
	MEDIAN AND PAVING SUBTOTAL				\$ 7,909,419.50
0500	Mobilization (5%)	LS	1	\$ 395,470.98	\$ 395,470.98
1122	Erosion Control (3%)	LS	1	\$ 237,282.59	\$ 237,282.59
MISC	Contingencies (20%)	LS	1	\$ 1,581,883.90	\$ 1,581,883.90
MISC	Preliminary Engineering (6%)	LS	1	\$ 474,565.17	\$ 474,565.17
MISC	Environmental (5%)	LS	1	\$ 395,470.98	\$ 395,470.98
MISC	Final Engineering (6%)	LS	1	\$ 474,565.17	\$ 474,565.17
MISC	Surveying (5%)	LS	1	\$ 395,470.98	\$ 395,470.98
MISC	ROW Acquisition / Easements (12 width, full length, both sides)	SF	148800	\$ 28.00	\$ 4,166,400.00
MISC	Construction Management (5%)	LS	1	\$ 395,470.98	\$ 395,470.98
MISC	Utility Relocation (electric - High Voltage Poles and line)	EA	25	\$ 150,000.00	\$ 3,750,000.00
MISC	Utility Relocation (cable, telephone)(10%)	LS	1	\$ 790,941.95	\$ 790,941.95
	MISC SUBTOTAL				\$ 13,057,522.68
	TOTAL				\$ 20,966,942.18
	Construction (Median & Paving Subtotal + Mobilization + Erosion Control + Contingencies + Construction Management)			\$	10,519,527.94
	Environmental + Preliminary Engineering + final Engineering + Surveying			\$	1,740,072.29
	Utility Relocation			\$	4,540,941.95
	ROW Acquisition / Easements			\$	4,166,400.00
	Total			\$	20,966,942.18

10-4

PADRE BOULEVARD IMPROVEMENTS - PARALLEL PARKING AND IMPROVED SIDEWALKS (FR TO KINGFISH)

5/29/2013

Length 6200 LF = 1.174 MI

ITEM	DESCRIPTION	UNITS	QUANTITY	3 MO AVG BID	COST
0100	Preparing ROW	STA	62	\$ 2,000.00	\$ 124,000.00
0110	Unclassified Street Excavation (Excavation (Roadway))	CY	9200	\$ 9.00	\$ 82,800.00
0132	Embankment (Embankment (Final)(Dens Cont)(Ty B))	CY	1200	\$ 6.00	\$ 7,200.00
0305	Mill Existing HMA 22' x 1 1/2" (Salv, Haul & Stkpl Rcl Aph Opv (0" to 2"))	SY	56111	\$ 1.10	\$ 60,622.10
0340	1 1/2' HMA Ty D (D-GR HMA (Meth) Ty-D PG 64-22)	TON	5400	\$ 78.00	\$ 421,200.00
0502	Traffic Control (Barricades, Signs and Traffic Handling)	MO	15	\$ 10,000.00	\$ 150,000.00
0530	Concrete Driveway Approach (assumed 50 at 20 SY ea) (Driveways and turnouts (Conc))	SY	1000	\$ 65.00	\$ 65,000.00
0530	Side street (Conc Valley and Asph Transition) (Intersections (ASCP)(Type 1)	SY	8800	\$ 35.00	\$ 308,000.00
0531	8' Wide Aesthetic Sidewalk (Conc Sidewalk (6")(Spl))	SY	9800	\$ 50.00	\$ 490,000.00
0636	Signage (Aluminum Signs (Ty G))(Parking)	EA	44	\$ 400.00	\$ 17,600.00
0636	Pavement Markings and Signage (Aluminum Signs (Ty G))	SF	100	\$ 21.00	\$ 2,100.00
0644	Pavement Markings and Signage (In Sm Rd Sn Sup&Am Ty 10BWG(1)SA(T)	EA	100	\$ 500.00	\$ 50,000.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 4" (Brk)(100 Mil))	LF	3125	\$ 0.50	\$ 1,562.50
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 4" (Std)(100 Mil))	LF	12425	\$ 0.50	\$ 6,212.50
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 8" (Std)(100 Mil))	LF	5250	\$ 0.96	\$ 5,040.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 24" (Std)(100 Mil))	LF	787.5	\$ 8.00	\$ 6,300.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (Y) 4" (Std)(100 Mil))	LF	12425	\$ 0.50	\$ 6,212.50
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) (Arrow)(100 Mil))	EA	25	\$ 150.00	\$ 3,750.00
0672	Pavement Markings and Signage (Refl Pav Mrk Ty II-C-R)	EA	313	\$ 3.00	\$ 939.00
MEDIAN AND PAVING SUBTOTAL					\$ 1,808,538.60
0500	Mobilization (5%)	LS	1	\$ 90,426.93	\$ 90,426.93
1122	Erosion Control (3%)	LS	1	\$ 54,256.16	\$ 54,256.16
MISC	Contingencies (10%)	LS	1	\$ 180,853.86	\$ 180,853.86
MISC	Preliminary Engineering (3%)	LS	1	\$ 54,256.16	\$ 54,256.16
MISC	Environmental (2%)	LS	1	\$ 36,170.77	\$ 36,170.77
MISC	Final Engineering (6%)	LS	1	\$ 108,512.32	\$ 108,512.32
MISC	Surveying (5%)	LS	1	\$ 90,426.93	\$ 90,426.93
MISC	Construction Management (5%)	LS	1	\$ 90,426.93	\$ 90,426.93
MISC	Utility Relocation (electric, cable, telephone)(5%)	LS	1	\$ 90,426.93	\$ 90,426.93
MISC SUBTOTAL					\$ 795,756.98
TOTAL					\$ 2,604,295.58
Construction (Median & Paving Subtotal + Mobilization + Erosion Control + Contingencies + Construction Management)				\$	2,224,502.48
Environmental + Preliminary Engineering + final Engineering + Surveying				\$	289,366.18
Utility Relocation				\$	90,426.93
Total				\$	2,604,295.58

10-5

PADRE BOULEVARD IMPROVEMENTS - ANGLED PARKING AND WIDENING FOR SIDEWALKS (FR TO 2ND ACCESS)

5/29/2013

Length 24,850 LF = 4.706 MI

ITEM	DESCRIPTION	UNITS	QUANTITY	3 MO AVG BID	COST
0100	Preparing ROW	STA	248.5	\$ 5,000.00	\$ 1,242,500.00
0110	Unclassified Street Excavation (Excavation (Roadway))	CY	37073	\$ 9.00	\$ 333,657.00
0132	Embankment (Embankment (Final))(Dens Cont)(Ty B)	CY	7500	\$ 6.00	\$ 45,000.00
0275	Cement (50 lb/SY)	TON	2553	\$ 125.00	\$ 319,125.00
0275	12" Cement Treated Subgrade (Cement Treat (Mx Exst Mtl & Nw Bs)(12")	SY	102122	\$ 1.75	\$ 178,713.50
0305	Mill Existing HMA 22' x 1 1/2" (Salv, Haul & Stkpl Rcl Aph Opv (0" to 2")	SY	85140	\$ 1.10	\$ 93,654.00
0340	1 1/2" HMA Ty D (D-GR HMA (Meth) Ty-D PG 64-22) (124140 SY) (assume full width o'lay)	TON	13000	\$ 78.00	\$ 1,014,000.00
0360	8" conc pavement (Conc Pvmnt (Contin Reinf - CRCP)(8")	SY	79939	\$ 40.00	\$ 3,197,560.00
0464	Drainage System (RC Pipe)(CL III)(24 In)	LF	75000	\$ 60.00	\$ 4,500,000.00
0465	Drainage System (Manh Compl (Ty M))	EA	50	\$ 4,000.00	\$ 200,000.00
0465	Drainage System (Inlet (Compl)(Curb)(Ty II)(20"))	EA	100	\$ 8,000.00	\$ 800,000.00
0502	Traffic Control (Barricades, Signs and Traffic Handling)	MO	24	\$ 10,000.00	\$ 240,000.00
0528	Median Pavers (Landscape Pavers)	SY	11022	\$ 50.00	\$ 551,100.00
0528	Hardscape (Landscape Pavers)	SY	28000	\$ 50.00	\$ 1,400,000.00
0529	6" conc curb and 12" gutter for roadway (Conc C&G Ty II)	LF	49700	\$ 15.00	\$ 745,500.00
0529	Median curb (24850 length each direction)(Conc C&G Ty II)	LF	49700	\$ 15.00	\$ 745,500.00
0530	Concrete Driveway Approach (assumed 137 at 40 SY ea) (Driveways and turnouts (Conc))	SY	5480	\$ 65.00	\$ 356,200.00
0530	Side street (Conc Valley and Asph Transition) (Intersections (ASCP)(Type 1)	SY	21000	\$ 50.00	\$ 1,050,000.00
0531	8' Wide Aesthetic Sidewalk (24850 Length x 2 x 8'w / 9 sf/sy)(Conc Sidewalk (6")(Spl))	SY	45000	\$ 50.00	\$ 2,250,000.00
0531	12' wide multi-use trail(4" thick) - Parkway Section (Conc Sidewalk (6")(Spl))	SY	66275	\$ 50.00	\$ 3,313,750.00
0610	Illumination (4 ea isct + 1 ea 500' median) (Ins Rd II Am (Ty SA) 30S-8 (.25 KW)S)	EA	470	\$ 3,500.00	\$ 1,645,000.00
0636	Pavement Markings and Signage (Aluminum Signs (Ty G))	SF	500	\$ 21.00	\$ 10,500.00
0644	Pavement Markings and Signage (In Sm Rd Sn Sup&Am Ty 10BWG(1)SA(T)	EA	125	\$ 500.00	\$ 62,500.00
0666	Pavement Markings and Signage (Refl Pav Mkr Ty I (W) 4" (Brk)(100 Mil))	LF	12500	\$ 0.50	\$ 6,250.00
0666	Pavement Markings and Signage (Refl Pav Mkr Ty I (W) 4" (Std)(100 Mil))	LF	49700	\$ 0.50	\$ 24,850.00
0666	Pavement Markings and Signage (Refl Pav Mkr Ty I (W) 8" (Std)(100 Mil))	LF	21000	\$ 0.96	\$ 20,160.00
0666	Pavement Markings and Signage (Refl Pav Mkr Ty I (W) 24" (Std)(100 Mil))	LF	3150	\$ 8.00	\$ 25,200.00
0666	Pavement Markings and Signage (Refl Pav Mkr Ty I (Y) 4" (Std)(100 Mil))	LF	49700	\$ 0.50	\$ 24,850.00
0666	Pavement Markings and Signage (Refl Pav Mkr Ty I (W) (Arrow)(100 Mil))	EA	100	\$ 150.00	\$ 15,000.00
0672	Pavement Markings and Signage (Refl Pav Mkr Ty II-C-R)	EA	1250	\$ 3.00	\$ 3,750.00
0680	Traffic Signals (Install Hwy Trf Sig (System))	EA	4	\$ 13,000.00	\$ 52,000.00
0684	Traffic Signals (Trf Sig Cbl (ty A)(12AWG)(10 condn))	LF	49700	\$ 1.50	\$ 74,550.00
0686	Traffic Signals (Ins Trf Sig Ptl Am(S) Str (ty B))	EA	16	\$ 4,000.00	\$ 64,000.00
0688	Traffic Signals (Veh Lp Detect (sawcut)(14AWG)(Blk))	LF	1280	\$ 5.00	\$ 6,400.00
1014	Landscape and Irrigation (Landscape Amenity)	MI	4.7	\$ 100,000.00	\$ 470,000.00
5893	Water and Sanitary Sewer (Sanitary Sewer (PVC)(C900)(12 in)	LF	49700	\$ 38.00	\$ 1,888,600.00
5969	Water and Sanitary Sewer (Water Main Pipe (PVC)(12 in))	LF	49700	\$ 82.00	\$ 4,075,400.00
MEDIAN AND PAVING SUBTOTAL					\$ 31,045,269.50
0500	Mobilization (5%)	LS	1	\$ 1,552,263.48	\$ 1,552,263.48
1122	Erosion Control (3%)	LS	1	\$ 931,358.09	\$ 931,358.09
MISC	Contingencies (20%)	LS	1	\$ 6,209,053.90	\$ 6,209,053.90
MISC	Preliminary Engineering (6%)	LS	1	\$ 1,862,716.17	\$ 1,862,716.17
MISC	Environmental (4%)	LS	1	\$ 1,241,810.78	\$ 1,241,810.78
MISC	Final Engineering (6%)	LS	1	\$ 1,862,716.17	\$ 1,862,716.17
MISC	Surveying (5%)	LS	1	\$ 1,552,263.48	\$ 1,552,263.48
MISC	ROW Acquisition / Easements (12 width, full length, both sides = 600,000SF)	SF	596400	\$ 28.00	\$ 16,699,200.00
MISC	Construction Management (5%)	LS	1	\$ 1,552,263.48	\$ 1,552,263.48
MISC	Utility Relocation (electric - High Voltage Pole and line)	EA	100	\$ 150,000.00	\$ 15,000,000.00
MISC	Utility Relocation (cable, telephone)(10%)	LS	1	\$ 3,104,526.95	\$ 3,104,526.95
MISC SUBTOTAL					\$ 51,568,172.48
TOTAL					\$ 82,613,441.98
Construction (Median & Paving Subtotal + Mobilization + Erosion Control + Contingencies + Construction Management)					\$ 41,290,208.44
Environmental + Preliminary Engineering + final Engineering + Surveying					\$ 6,519,506.60
Utility Relocation					\$ 18,104,526.95
ROW Acquisition / Easements					\$ 16,699,200.00
Total					\$ 82,613,441.98

10-6

PADRE BOULEVARD IMPROVEMENTS - PARALLEL PARKING AND IMPROVED SIDEWALKS (FR TO 2ND ACCESS)

5/29/2013

Length 24,850 LF = 4.706 MI

ITEM	DESCRIPTION	UNITS	QUANTITY	3 MO AVG BID	COST
0100	Preparing ROW	STA	248.5	\$ 2,000.00	\$ 497,000.00
0110	Unclassified Street Excavation (Excavation (Roadway))	CY	36800	\$ 9.00	\$ 331,200.00
0132	Embankment (Embankment (Final)(Dens Cont)(Ty B))	CY	4800	\$ 6.00	\$ 28,800.00
0305	Mill Existing HMA 22' x 1 1/2" (Salv. Haul & Stkpl Rcl Aph Opv (0" to 2"))	SY	220444	\$ 1.10	\$ 242,488.40
0340	1 1/2" HMA Ty D (D-GR HMA (Meth) Ty-D PG 64-22)	TON	21600	\$ 78.00	\$ 1,684,800.00
0502	Traffic Control (Barricades, Signs and Traffic Handling)	MO	60	\$ 10,000.00	\$ 600,000.00
0530	Concrete Driveway Approach (assumed 50 at 20 SY ea) (Driveways and turnouts (Conc))	SY	4000	\$ 65.00	\$ 260,000.00
0530	Side street (Conc Valley and Asph Transition) (Intersections (ASCP)(Type 1)	SY	35200	\$ 35.00	\$ 1,232,000.00
0531	8' Wide Aesthetic Sidewalk (Conc Sidewalk (6") (Spl))	SY	39200	\$ 50.00	\$ 1,960,000.00
0636	Signage (Aluminum Signs (Ty G))(Parking)	EA	176	\$ 400.00	\$ 70,400.00
0636	Pavement Markings and Signage (Aluminum Signs (Ty G))	SF	1600	\$ 21.00	\$ 33,600.00
0644	Pavement Markings and Signage (In Sm Rd Sn Sup&Am Ty 10BWG(1)SA(T)	EA	400	\$ 500.00	\$ 200,000.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 4" (Brk)(100 Mil))	LF	12500	\$ 0.50	\$ 6,250.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 4" (Std)(100 Mil))	LF	49700	\$ 0.50	\$ 24,850.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 8" (Std)(100 Mil))	LF	21000	\$ 0.96	\$ 20,160.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) 24" (Std)(100 Mil))	LF	3150	\$ 8.00	\$ 25,200.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (Y) 4" (Std)(100 Mil))	LF	49700	\$ 0.50	\$ 24,850.00
0666	Pavement Markings and Signage (Refl Pav Mrk Ty I (W) (Arrow)(100 Mil))	EA	100	\$ 150.00	\$ 15,000.00
0672	Pavement Markings and Signage (Refl Pav Mrkr Ty II-C-R)	EA	1250	\$ 3.00	\$ 3,750.00
MEDIAN AND PAVING SUBTOTAL					\$ 7,260,348.40
0500	Mobilization (5%)	LS	1	\$ 363,017.42	\$ 363,017.42
1122	Erosion Control (3%)	LS	1	\$ 217,810.45	\$ 217,810.45
MISC	Contingencies (10%)	LS	1	\$ 726,034.84	\$ 726,034.84
MISC	Preliminary Engineering (3%)	LS	1	\$ 217,810.45	\$ 217,810.45
MISC	Environmental (2%)	LS	1	\$ 145,206.97	\$ 145,206.97
MISC	Final Engineering (6%)	LS	1	\$ 435,620.90	\$ 435,620.90
MISC	Surveying (5%)	LS	1	\$ 363,017.42	\$ 363,017.42
MISC	Construction Management (5%)	LS	1	\$ 363,017.42	\$ 363,017.42
MISC	Utility Relocation (electric, cable, telephone)(5%)	LS	1	\$ 363,017.42	\$ 363,017.42
MISC SUBTOTAL					\$ 3,194,553.30
TOTAL					\$ 10,454,901.70
Construction (Median & Paving Subtotal + Mobilization + Erosion Control + Contingencies + Construction Management)				\$	8,930,228.53
Environmental + Preliminary Engineering + final Engineering + Surveying				\$	1,161,655.74
Utility Relocation				\$	363,017.42
Total				\$	10,454,901.70

10-7

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

MEETING DATE: June 5, 2013

NAME & TITLE: Bob Fudge, Council Member

DEPARTMENT: City Council

ITEM

Discussion and action to approve Resolution No. 2013-12 amending Resolution No. 2012-37 to give the Convention and Visitors Transition Board the authority to commit budgeted funds in the Marketing and Events Marketing budgets.

ITEM BACKGROUND

Ordinance number 2012-37 establishing the Convention and Visitors Transition Board states the Board shall give recommendations and advice to the City Council in the development of marketing programs and strategies that would affect the future growth of conventions, development of the Convention Centre Expansion Project and enhance tourism to the City.

The Board has been committing City funds to various types of events in their efforts to perform their duties. This change to the Ordinance creating the Board, authorizes the Board to commit City funds in their efforts to perform the duties given the Board by the City Council.

BUDGET/FINANCIAL SUMMARY

No budget impact

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: X

NO:

Approved by Legal: YES: X

NO:

RECOMMENDATIONS/COMMENTS

I believe this change is necessary for the Board to commit City funds.

11-1



RESOLUTION NO. 2013-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING RESOLUTION NO. 2012-37 TO GIVE THE CONVENTION AND VISITORS TRANSITION BOARD THE AUTHORITY TO COMMIT BUDGETED FUNDS IN THE MARKETING AND EVENTS MARKETING BUDGET.

WHEREAS, the City Council by Resolution No. 2012-37 created a Convention and Visitors Transition Board to assist in the marketing and expansion plans of the Convention Centre; and

WHEREAS, the Convention and Visitors Transition Board was created to assist in the transition phase with the development of a Marketing Plan to reflect shifts in current marketing trends; and

WHEREAS, with the possibility of expansion and/or new construction of the Convention Centre, to assist with the marketing efforts that could enhance the development of the expansion project; and

WHEREAS, the Convention and Visitors Transition Board gives recommendations and advice to the City Council in the development of marketing programs and strategies that would affect the future growth of the conventions and enhance tourism to the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of South Padre Island, Texas amends Resolution No. 2012-37 to include the function that the Convention and Visitors Transition Board has the authority to commit budgeted funds in the Marketing and Events Marketing budgets.

PASSED, APPROVED AND ADOPTED on this the 5th day of June, 2013.

CITY OF SOUTH PADRE ISLAND, TEXAS

Robert N. Pinkerton, Jr., Mayor

ATTEST:

Susan M. Hill, City Secretary

11-2

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

MEETING DATE: June 5, 2013

NAME & TITLE: Reuben Trevino, Coastal Resources Mgr

DEPARTMENT: City Manager's Office

ITEM

Discussion and action on the proposed policy for landscaping of property beachward of beachfront property at Shores subdivision, South Padre Island.

ITEM BACKGROUND

Landscaping taking place east of the homes at the Shores subdivision has been a growing problem over the last few years. The property owners own up to area where their home is built along the beachside of their homes. The area immediately east of their home is considered common ground that is maintained and owned by the Shores HOA. Currently nothing is to be planted or installed in that area except for indigenous vegetation. The Shores HOA is now requesting the City approve a landscaping policy that their HOA can use when considering making improvements to these areas. The currently existing enhancements do go beyond what they are currently requesting be approved such improvements include palm trees, concrete curb, fireplaces, and landscaped areas that exceed the proposed 25'.

The SLTF met on May 13th and discussed the matter with Mr. Dennis Franke. The SLTF's recommendation included everything the Shores proposed except for two potentially invasive plants that are known to cause issues in other areas. The two plants are Beach Vitex (*Vitex Rotundifolia*) and Beach Naupaka (*Scaevola Frutescens*). Staff has provided information on the concerns produced during researching the various plants.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____

Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

If the proposed landscaping is approved there are still the issues with the improvements that are already installed, mentioned above. Staff is requesting guidance on pursuing legal measure against the HOA if these areas are not in compliance within a certain amount of time.

Policy for Landscaping of Property Beachward of Beachfront Property

At Shores Subdivision, South Padre Island

- 1). An area not to exceed 25 feet beachward (east) of beachfront property line of a beachfront property may be contoured, irrigated and planted so as to beautify, strengthen the dune structure and enhance the owner's use area in front of the beachfront property.
- 2). No impervious materials may be placed in this area.
- 3). No structures may be placed in this area.
- 4). Plants or plant materials that may be planted in this area shall include the following:

Asparagus Fern (<i>Asparagus Sprengeri</i>)
Beach Morning Glory (<i>Ipomoea Pes-Caprae</i>)
Beach Morning Glory (<i>Ipomoea Imperati</i>)
• Beach Vitex (<i>Vitex Rotundifolia</i>)
Bermuda Grass
Blanket Flower (<i>Gaillardia Pulchella</i>)
Cenizo (<i>Leucophyllum Frutescens</i>)
Crown-of-Thorns (<i>Euphorbia Milii</i>)
Golden Eye Daisy (<i>Viguiera Stenoloba</i>)
Green Island Ficus (<i>Ficus Microcarpa 'Green Island'</i>)
Hau Tree (<i>Hibiscus Tiliaceus</i>)
Inkberry (Native Beach Naupaka) (<i>Scaevola Plumieri</i>)
Muhly Grass (<i>Muhlenbergia Capillaries</i>)
Natal Plum (<i>Carissa Grandiflora</i>)
• Naupaka (<i>Scaevola Frutescens</i>) (Beach Naupaka)
Padre Island Mistflower (<i>Eupatorium Betonicifolium</i>)
Panic Grass (<i>Panicum Amarum</i>)
Purslane (<i>Portulaca spp.</i>) / 4" pots
Railroad Vine (<i>Ipomoea Pes-Caprae</i>)
Seagrape (<i>Coccoloba Uvifera</i>)
Sea Oats (<i>Uniola Paniculata</i>)
Sea Purslane (<i>Sesuvium Portulacastrum</i>)
Seaside Goldenrod (<i>Solidago Sempervirens</i>)

***Note:** Any species that is or could be considered an "Invasive Species" must be maintained within planted area and not allowed to spread to adjacent dune areas. Naupaka (*Scaevola Frutescens*) (Beach Naupaka) is one such species that must be monitored closely.

Policy for Landscaping of Property Beachward of Beachfront Property

At Shores Subdivision, South Padre Island

- 5). A permit issued by the City of South Padre Island and approved by The Shores Design Review Board is required prior to commencement of any construction.
- 6). In order to obtain a permit, the property owner must submit to the City of South Padre Island and The Shores Design Review Board a plan of the proposed construction, including:
 - a). A site plat of the area
 - b). A contour plan - The plan must show how the dune structure around the site will be enhanced.
 - c). An irrigation plan
 - d). A landscape plan prepared by a Landscape Architect or Landscape Designer
 - e). All work must be done by a commercial landscaper with one (1) year guarantee that plants will survive or will be replaced.
 - f). All landscaped areas must be maintained by Shores Maintenance Department on a continuous basis.
 - g). Landscaped area and plant materials will not infringe upon the view of adjacent properties.

Vitex rotundifolia

Beach vitex is a species of *Vitex* that is native to seashores throughout the Pacific. Its range includes continents and islands stretching from India east to Hawaii and from Korea south to Australia. This woody perennial plant typically grows approximately 1 m in height. It has a sprawling growth habit and produces runners that root regularly at nodes. This rooting pattern allows the plant to spread rapidly. At maturity, *V. rotundifolia* produces blue-purple flowers that are borne in clusters and ultimately yield small brown-black fruits. Its leaves are rounded at the tips with green upper surfaces and silver lower surfaces. While the plant is a seashore obligate, it grows over a wide latitude range. It has been used for medicinal purposes throughout its native range. More recently, it was imported to the eastern United States where it has become a seashore invasive. Control efforts are presently underway to protect the fragile beach dune ecosystem.



Naupaka (*Scaevola Frutescens*) (Beach Naupaka)

Beach naupaka is a large bushy shrub native to southeastern Asia, eastern Africa, Australia and the Pacific Islands, including Hawaii. The salt-tolerant beach naupaka has been available from nurseries since the 1960s. It was promoted in the 1970s and 1980s for use in beach stabilization projects and coastal landscapes – a practice that continues, but is now discouraged.

Beach naupaka escaped cultivation by the early 1980s and now forms dense stands on many beach dunes, coastal rock barrens, coastal strands, along saline shores, including mangroves, and in coastal hammocks. Beach naupaka is also known as Hawaiian half-flower. Its distinctive flower makes it easy to identify; however, it can be confused with the native inkberry (*Scaevola plumieri*), whose flowers look similar. Inkberry has black fruits, and its leaves are stiffer, smaller (to 10 cm long), with a smooth, entire leaf margin. By contrast, the beach naupaka has white fruits and leaves that grow to about 21 cm in length and often have a few shallow indentations along its broad apex.

Why beach naupaka must be managed:

Shrubs of beach naupaka produce copious fruit clusters and can grow to heights of 5 meters (16 feet). They displace native dune vegetation, including sea oats, that helps to guard against erosion. This shrub consumes open spaces on the dune that are important for the endangered sea lavender (*Argusia gnaphalodes*), beach peanut (*Okenia hypogaea*), beach clustervine (*Jacquemontia reclinata*), and threatened inkberry. Because of its rapid growth and expansion, some municipalities have authorized the removal of beach naupaka within 10 years of planting.

Beach naupaka is difficult to control. The fleshy branches are easy to hand- pull, but broken underground stem segments readily resprout if not completely removed. Herbicides have been effective in the dry dunes, but removal and treatment of beach naupaka in tidal mangrove areas requires more careful treatment. Monitoring and re-treatment are necessary for at least two to three years after removal, to weed out new seedlings and stem sprouts.



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

MEETING DATE: June 5, 2013

NAME & TITLE: Reuben Trevino, Coastal Resources Mgr

DEPARTMENT: City Manager's Office

ITEM

Discussion and action on the beach and dune permit for Shores subdivision to conduct their own beach raking to supplement the City's efforts.

ITEM BACKGROUND

The Shores subdivision is requesting a beach and dune permit to conduct their own beach raking efforts to supplement the City's program. The SLTF met on May 13, 2013 to discuss the application and unanimously voted to recommend the application for approval.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Other jurisdictions do have private properties or subdivisions that are issued beach maintenance permits. Staff has the following recommendations:

- Shores subdivision should be required to notify the City by email whenever conducting raking.
- Hours of operation should be limited to before 11 a.m. only.
- The permit should be restricted to removing seaweed only from the high tide line and not used for beach grooming.
- The permit should have to be renewed every two years. When renewal is requested proof must be provided there was no negative impact on the beach and dune system by survey.
- If negative impacts become apparent to the beach or dune system the permit should be revoked.



May 9, 2013

Via Electronic Mail

Mr. Reuben Trevino
City of South Padre Island
P.O. Box 3410
South Padre Island, Texas 78597-3410

Beachfront Construction and Dune Protection Permit in the Town of South Padre Island

Site Address: 8605 Padre Boulevard
Legal Description: The Shores Master Planned Development
Lot Applicant: Dennis Franke
GLO ID No.: BDSPI-13-0129

Dear Mr. Trevino:

The General Land Office has reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes to conduct beach maintenance along approximately 2,640 linear feet of beach in an area that, according to the Bureau of Economic Geology, is eroding at a rate of five to six feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- Daily raking of high tide line could negatively impact the beach profile. The applicant should minimize the raking of the beach to only when the influx of materials is heavy enough to impact the public's ability to use the public beach easement. The GLO encourages the removal of litter and other debris by handpicking or raking and strongly discourages the use of machines.¹
- The proposed beach maintenance activities must minimize the redistribution of sand and alteration of the beach profile to the greatest extent possible.²
- The proposed beach maintenance activity must not restrict or interfere with public use of the beach.³
- The applicant must avoid, minimize and mitigate for the disturbance of any dunes or dune vegetation.⁴

¹ 31 Tex. Admin. Code § 15.7(l).

² 31 Tex. Admin. Code § 15.7(l).

³ 31 Tex. Admin. Code § 15.7(e).

⁴ 31 Tex. Admin. Code § 15.4(f)(3).

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

13-3

May 9, 2013
Page 2 of 2

If you have any questions, please contact me by phone at (512) 463-0413 or by email at natalie.bell@glo.texas.gov.

Sincerely,

A handwritten signature in blue ink that reads "Natalie Bell". The signature is written in a cursive, flowing style.

Natalie Bell
Beach/Dune Program
Coastal Resources Division
Texas General Land Office

13-4

**Town of South Padre Island
Beach & Dune Application**



Site for Proposed Work:

Legal Description: SHORES

Physical Address: 8500 PADRE BOULEVARD

Property Owner Information:

Name: SHORES DEVELOPMENT, INC.
Mailing Address 8605 PADRE BOULEVARD
City, State, Zip SO. PADRE ISLAND, TX 78597
Phone Number: 956 761-2606
Fax Number 956 761-2650
E:mail Address: DENNIS@FRANKEREALTORS.COM

Applicant/Agent for Owner:

Name: DENNIS FRANKE
Mailing Address 8605 PADRE BOULEVARD
City, State, Zip SO. PADRE ISLAND, TX 78597
Phone Number: 956 761-2606
Fax Number 956 761-2650
E:mail Address: DENNIS@FRANKEREALTORS.COM

Applicant Signature: _____

Date of Signature: _____

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 of Signature: 4/1 2013

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.

Shores Development, Inc. is requesting a Beach Dune Permit to access the Beach in front of the Shores Master Planned Development (approx. 1/4 mile of Beach) to provide, supplemental to the city, Beach raking of the water line (tide line) to remove seaweed and other organic materials that washes in with the tide and deposit that material on the fore dune line along the Beach to assist in Dune Development and provide a clean Beach. The only area to be raked will be the tide line and no Beach sand will be significantly disturbed or removed.

Total Square footage of footprint of habitable structure: N/A

Total Area of impervious surface (i.e. retaining walls, walkways, drives, patios, etc.): N/A

Percentage of impervious surface [(impervious surface / habitable footprint) * 100]: N/A

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

Approximate Duration of Construction: _____

REGULAR MAINTENANCE

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 Town 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 Town 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 of submission: _____

Drainage:

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

a) no change in the drainage on site. <input checked="" type="checkbox"/>	b) 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 info: THERE WILL BE NO CONSTRUCTION.

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?

a) no damage to dune vegetation whatsoever. <input checked="" type="checkbox"/>	b) the proposed construction will impact _____ % of the dune vegetation on site. (explanation of the "impact" will be required)	c) 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 info: THERE WILL BE NO DAMAGE TO THE DUNES OR VEGETATION. THE ORGANIC MATERIAL PLACED ON THE FORE DUNE WILL ENHANCE THE DUNE SIZE AND VEGETATION.

13-5

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

a) no change to dune size/shape whatsoever	b) the proposed construction will change <u>.01</u> % of the size/shape of dunes on site. (details will be required)	c) 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 info: THE ORGANIC MATERIAL PLACED ON THE FORE DUNE WILL HELP IT GROW OVER A PERIOD OF TIME.

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

a) no change to dune hydrology whatsoever. X	b) the proposed construction will impact dune hydrology on site. (details will be required)
--	---

Explanation/details: THERE SHOULD BE NO CHANGE TO DUNE HYDROLOGY.

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.

THE MITIGATED RESULTS WILL BE A MUCH CLEANER AND DESIREABLE BEACH AND THE ENHANCEMENT OF THE FORE DUNE.

Financial Plan for Dune Mitigation:

If required by the Board of Aldermen, 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:

N/A

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 slopes), and the proposed contours of the final grade.

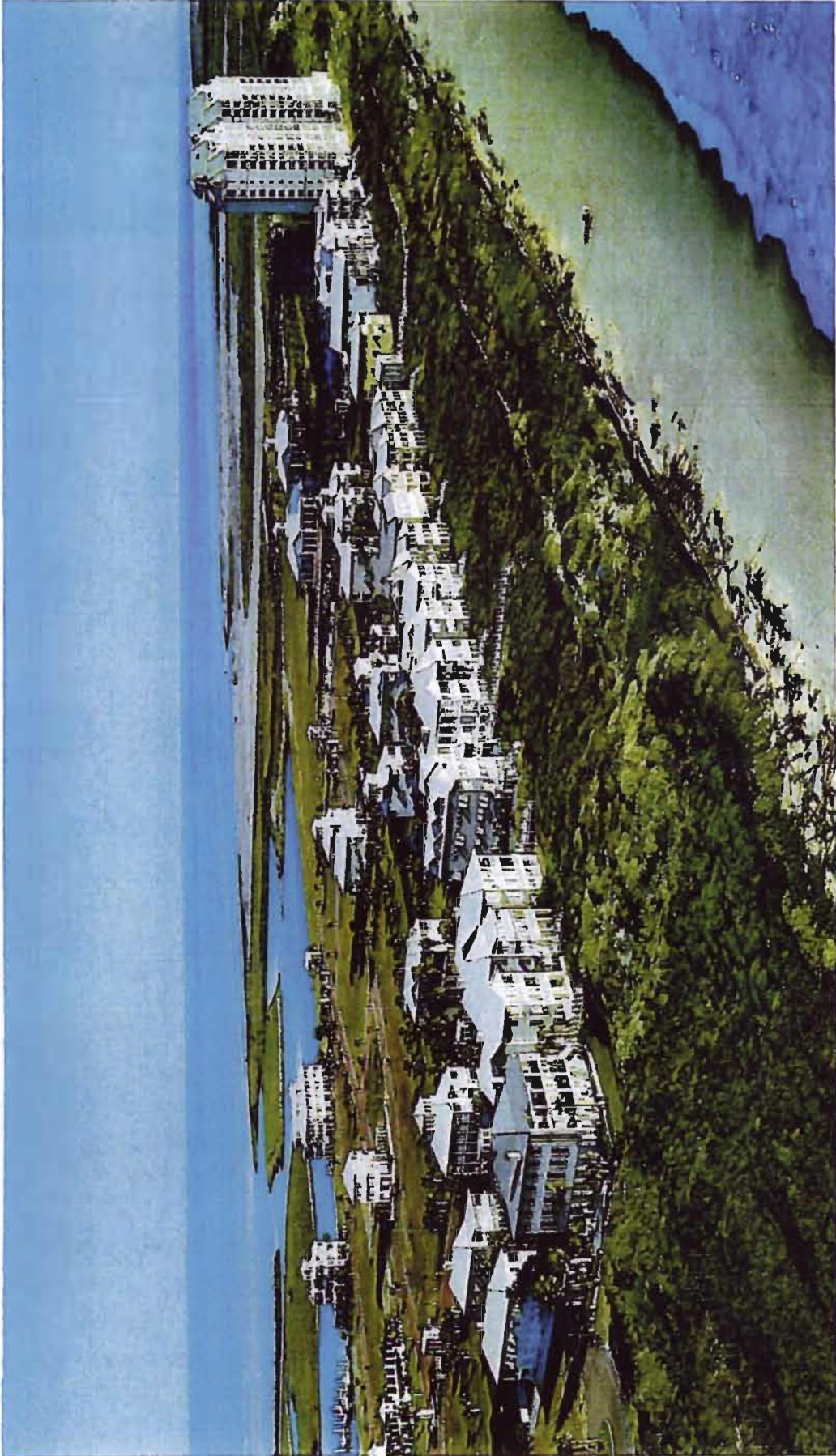
Other required application information:

- 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.
- 4) Copy of the Flood Rate Map showing the location of the subject property.
- 5) Copy of the Historical Erosion Rate Map as determined by the Univ. of Texas @ Austin, Bureau of Economic Geology.
- 6) \$180 application fee.

YOUR APPLICATION IS NOT COMPLETE UNLESS ALL INFORMATION REQUESTED ABOVE IS SUBMITTED.
FOR APPLICATIONS WHICH REQUIRE BEACH AND DUNE TASK FORCE REVIEW, 21 COPIES WILL BE REQUIRED.

All other application submissions require only three (3) copies of the complete information.

13-6



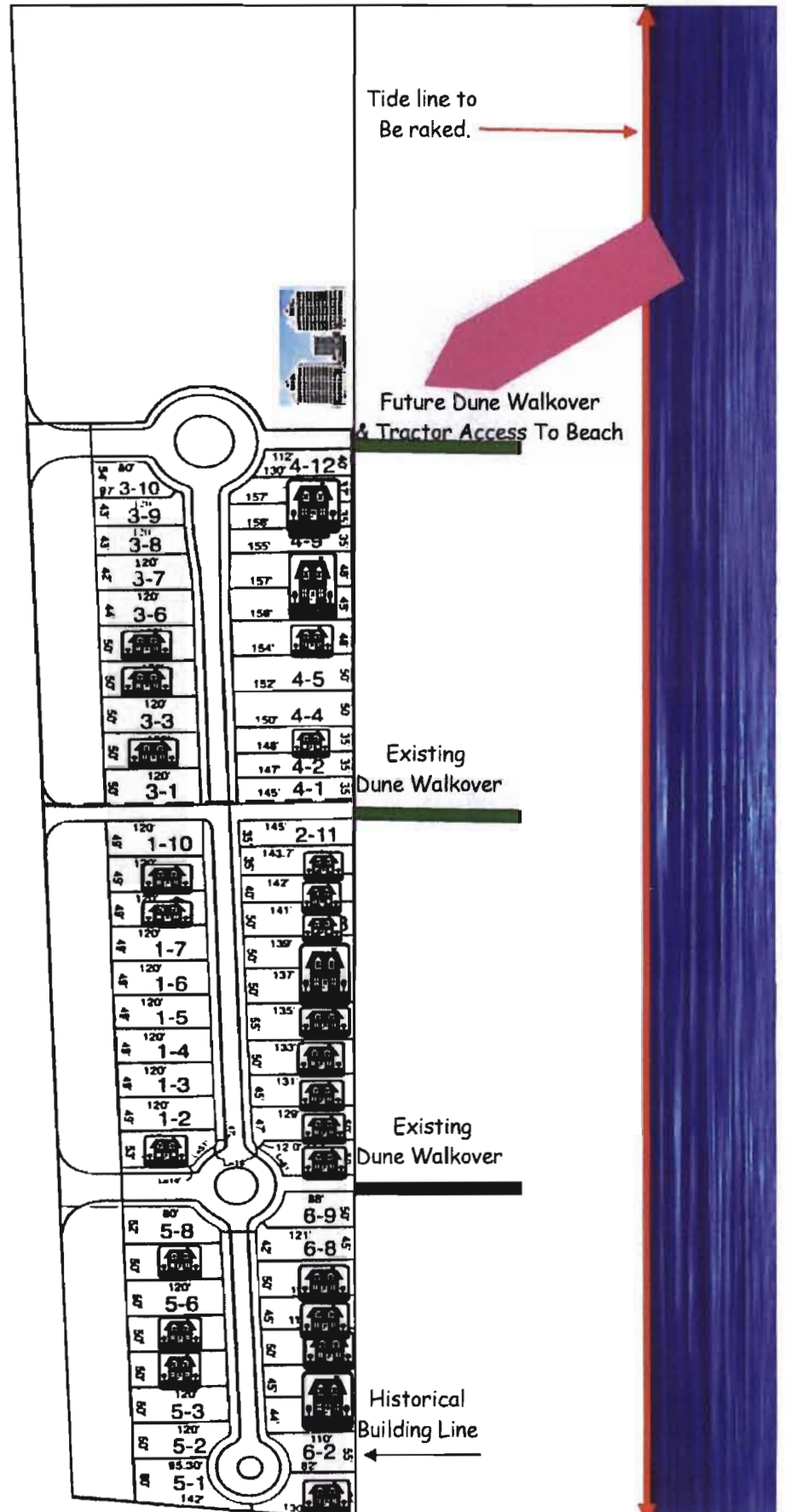
CURRENT PICTURE
OF
THE SHORES

Rendering of
Overall
Shores Dev.

Shores Beach Raking Data

- The equipment used to rake the Beach will be a John Deer four-wheel drive tractor with a six foot hay rake. See attached picture.
- The operator of the tractor is a well-qualified operator with considerable experience in operation of the equipment. He will be knowledgeable in pedestrian safety and the safety and concern for the nesting turtles. If a turtle or turtle track of a nesting turtle is spotted, the raking will stop and the Turtle Patrol will be called. Since the raking will take place early in the morning, the operator will be a value asset to the Turtle Patrol in spotting nesting turtles and their tracks.
- Beach raking will take place first thing in the morning starting at 7:30 a.m. and should be completed by 8:30 a.m. or before. Since raking will be done daily, it should only take one or two passes to clean the high tide line under normal circumstances.
- Tractor access to beach will be through a small path over the dunes located at the future dune walkover site, as shown on the enclosed plat. The access path will continually be covered with hay to provide stability and prevent eroding of the dunes.
- The raking will be only supplemental to the cities normal raking schedule. If the city is raking the beach, then the Shores will suspend raking that day.
- The City will continue to operate as it does now providing trashcans, debris removal, excess seaweed removal, beach raking on normal schedule, beach patrol, and emergency services.
- Shores will only provide additional beach raking at no cost to the town.
- Seaweed that is raked up by The Shores will be placed on the fore dune within 20 feet of the line of vegetation. Any non-organic material gathered in the raking process will be removed by hand and disposed of properly.
- The line of vegetation is clearly visible on the enclosed photographs and is approximately 200' from the mean tide line.
- The Shores beach raking will have no impact on the public use of the beach, nesting turtles, sand movement, sand dunes, or vegetation. The only impact will be a clean sparkling beach and enhancement of the fore dune.

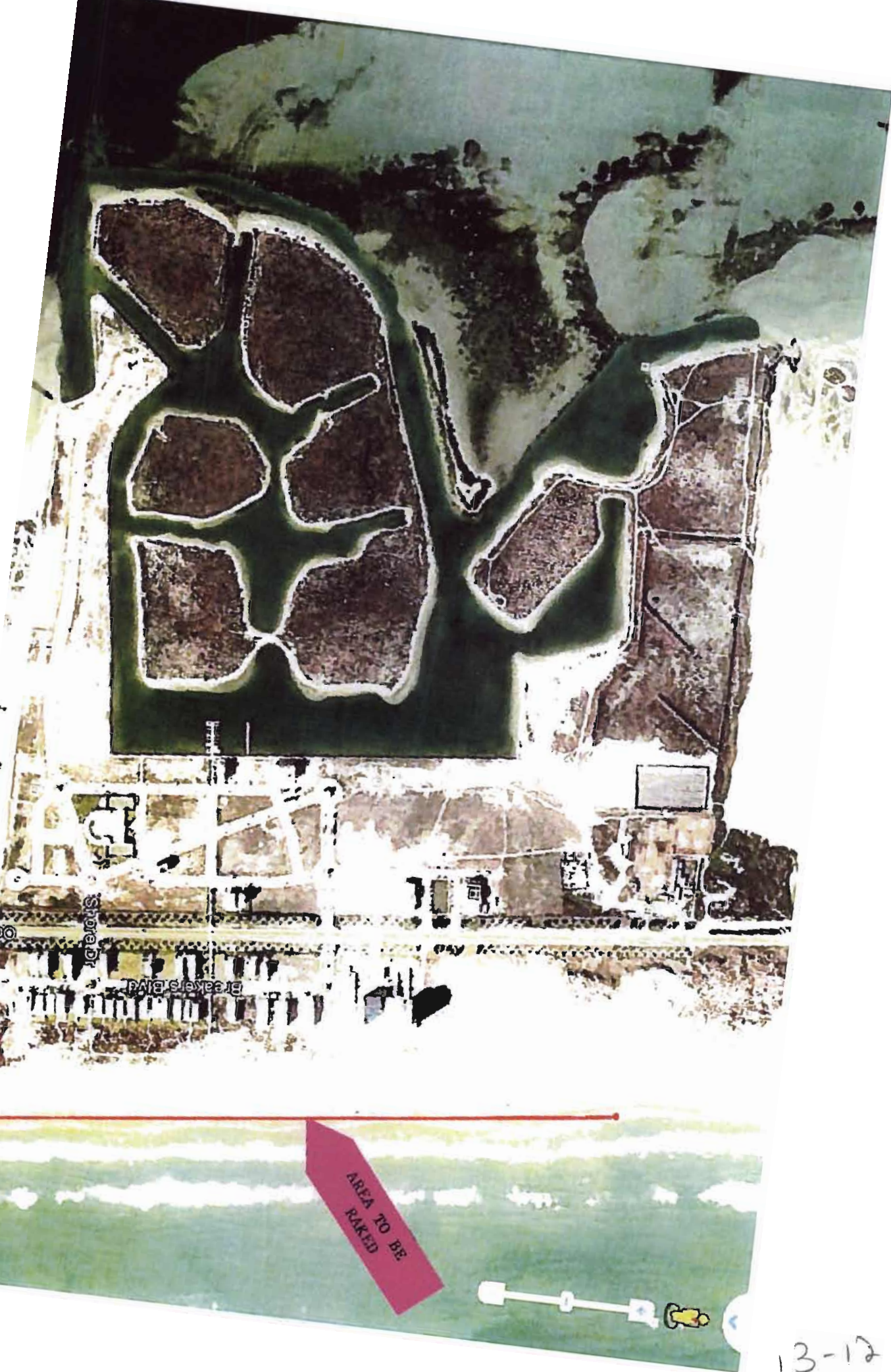
The Shores
Beachfront & 2nd Tier Beachfront Property



13-10



13-11



13-12

PROPERTY DESCRIPTION

878

Vol. 1258 PAGE 878

EXHIBIT A TO SPECIAL WARRANTY DEED
(WITH VENDOR'S LIEN)
THE RUTH PAGE FOUNDATION AND RUTH PAGE FISHER
AS TRUSTEE OF THE RESIDUARY TRUST
UNDER WILL OF THOMAS HART FISHER, DECEASED (GRANTOR)
AND RICHARD FRANKIE AND DENNIS FRANKIE (GRANTEES)

BEING 247.74 Acres, more or less, on South Padre Island in Cameron County, Texas, being a part of that certain tract commonly referred to as the "South 2,000 Acres of the King 6,000 Acres" lying North of the parallel of North Latitude 26°08'47"; the said "South 2,000 Acres" found to have a total area of 1,806.62 Acres according to the Deed recorded in Volume 938 on Page 895, and the said 247.74 Acres, thereof, being the total area of two tracts which are hereinafter more particularly located and described as Tract No. 1 containing 53.13 Acres, more or less, and Tract No. 2, containing 194.61 Acres, more or less, and being the same tracts called Parcel One in the Final Judgment of Partition dated November 10, 1975 and recorded in Volume 1044 on Page 765 of the Cameron County Deed Records;

TRACT NO. 1

BEACH SIDE

53.136 Acres

BEING 53.13 Acres, more or less, located in the Southern portion of the above mentioned 1,806.62 Acres on South Padre Island and lying between the centerline of Texas State Park Road No. 100 and the line of Mean Higher High Tide of the Gulf of Mexico; and being more particularly located and described as follows:

BEGINNING at the Southwest corner of this tract located at a bolt at the Place of Intersection of the South boundary of the said 1,806.62 Acres with the centerline of Texas State Park Road No. 100;

THENCE with the centerline of Texas State Park Road No. 100, North 6° 47' 04" West, a distance of 2,718.84 feet to a bolt for the Northwest corner of this tract;

THENCE North 89° 30' 30" East, along a line for the North boundary of this tract, at 100.61 feet a 4 1/2 x 4 1/2" concrete monument, marked "C" and having thereon a 1" diameter aluminum cap stamped "C + A Survey" for the intersection of this boundary with the East Right-of-Way line of Texas State Park Road No. 100, and continuing an additional 512.77 feet to a concrete monument and continuing therefrom an approximate distance of 243.86 feet for a total distance of approximately 857.24 feet to an intersection with the line of Mean Higher High Tide of the Gulf of Mexico for the Northeast corner of this tract;

THENCE with the meander of the line of Mean Higher High Tide of the Gulf of Mexico approximately South 6° 23' 00" East, 1,024.90 feet; South 8° 12' 08" East, 800.25 feet; South 5° 06' 58" East, 891.27 feet to an intersection with the South boundary of the said 1,806.62 Acres for the Southeast corner of this tract;

THENCE with the South boundary of the said 1,806.62 Acre Tract, South 89° 24' 01" West, at approximately 214.56 feet a 4 1/2 x 4 1/2" concrete monument and continuing an additional 528.49 feet to a concrete monument for the Place of Intersection of this boundary with the East Right-of-Way line of Texas State Park Road No. 100, and continuing therefrom an additional distance of 100.61 feet, for a total distance of approximately 843.66 feet to the PLACE OF BEGINNING;

879

Vol 1258 Page 879

CONTAINING, according to the dimensions herein stated, a total area of 53.13 Acres, more or less; of which 6.24 Acres are in the Eastern one-half of the Right-of-Way of Texas State Park Road No. 100, for a net area of 46.89 Acres, more or less.

TRACT NO. 2

BEING 194.61 Acres, more or less, located in the Southern portion of the above mentioned 1,806.62 Acres on South Padre Island, and lying between the centerline of Texas State Park Road No. 100 and the line of Mean Higher High Tide of the Laguna Madre, and being more particularly located and described as follows:

BEGINNING at the Southeast corner of this tract located at a bolt at the Place of Intersection of the South boundary of the said 1,806.62 Acres with the centerline of Texas State Park Road No. 100;

THENCE along the South line of this tract South 89° 24' 01" West, for a distance of 2,377.69 feet to a concrete monument and a point for a corner; Said point being on the Easterly line of Mean Higher High Tide of the Laguna Madre as established on July 25, 1981;

THENCE along said Easterly line of Mean Higher High Tide of the Laguna Madre as follows:

North 25° 55' 53" West, 110.60 feet to a concrete monument;
 South 79° 42' 58" West, 594.26 feet to a concrete monument;
 North 29° 18' 16" East, 324.93 feet to a concrete monument;
 South 45° 50' 38" West, 408.76 feet to a concrete monument;
 South 89° 24' 01" West, 200.49 feet to a concrete monument;
 North 4° 13' 32" West, 641.22 feet to a concrete monument;
 North 14° 39' 38" East, 428.12 feet to a concrete monument;
 North 18° 49' 22" East, 476.26 feet to a concrete monument;
 North 69° 10' 32" East, 1,034.23 feet to a concrete monument;
 North 37° 11' 17" West, 713.77 feet to a concrete monument;
 North 12° 04' 46" East, 201.24 feet to a concrete monument;
 North 68° 10' 39" West, 350.76 feet to a concrete monument;
 South 57° 32' 39" West, 219.48 feet to a concrete monument;
 North 20° 26' 48" West, 620.31 feet to a concrete monument;

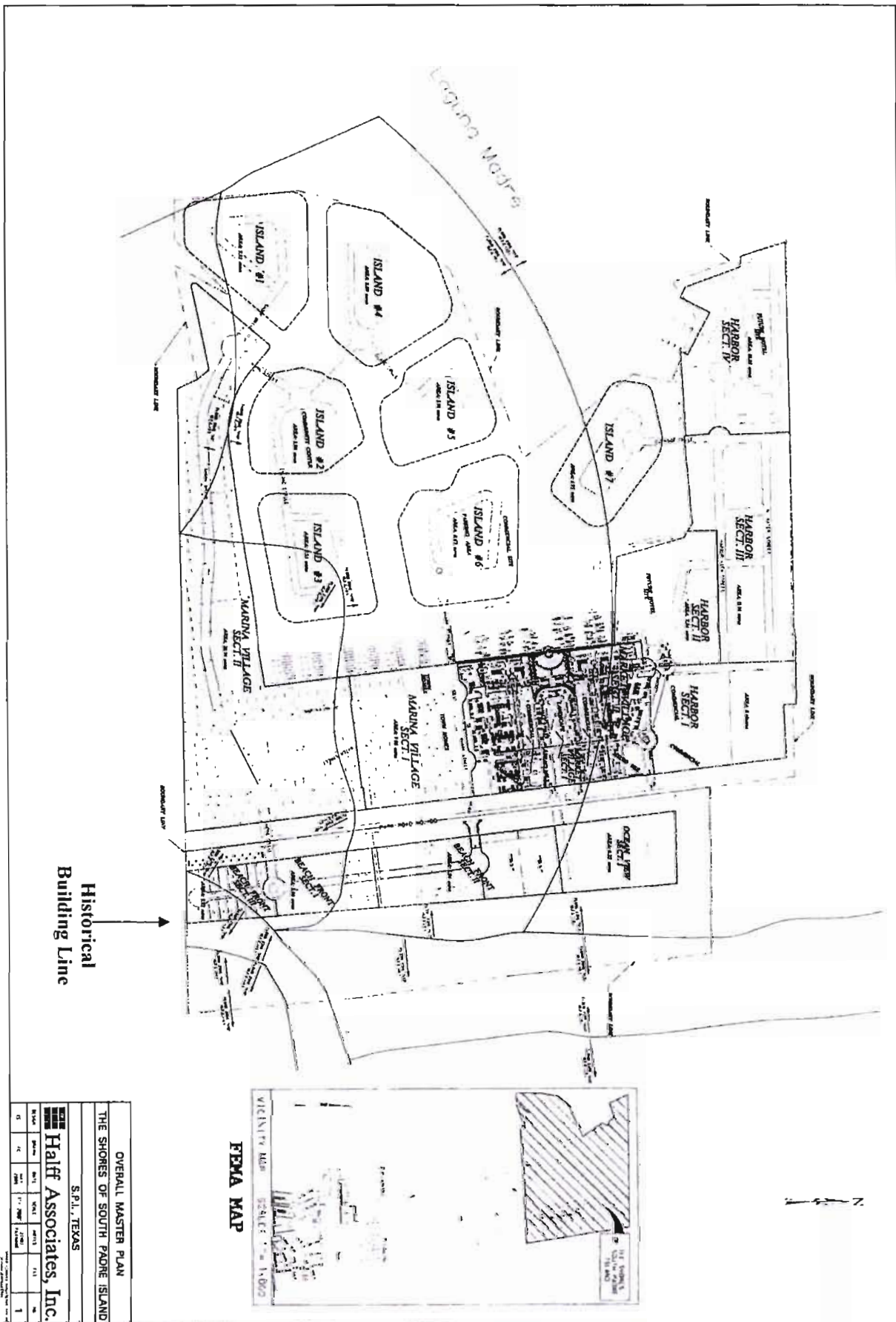
Said point being on the Northerly line of this tract;

THENCE along the Northerly line of this tract, North 89° 30' 30" East, at 2,461.73 feet a 4 1/2" x 4 1/2" concrete monument marked "C" and having thereon a 1" diameter aluminum cap stamped "C + A Survey," for the Place of Intersection of this boundary with the West Right-of-Way line of Texas State Park Road No. 100 and continuing therefrom an additional distance of 100.61 feet to a bolt in the centerline of Texas State Park Road No. 100 and the Northeast corner of this tract;

THENCE along the centerline of Texas State Park Road No. 100, South 6° 47' 04" East, for a distance of 3,162.47 feet to the PLACE OF BEGINNING;

CONTAINING, according to the dimensions herein stated, a total area of 194.61 Acres, more or less; which 7.26 Acres are in the Western one-half of the Right-of-Way of Texas State Park Road No. 100, for a net area of 187.35 Acres, more or less.

And LESS AND EXCEPT that certain tract of land lying within the State of Texas highway right-of-way traversing Tracts 1 and 2 as more particularly described and set out in Deed dated June 1, 1971, recorded in Volume 913, Page 12, Deed Records of Cameron County, Texas.

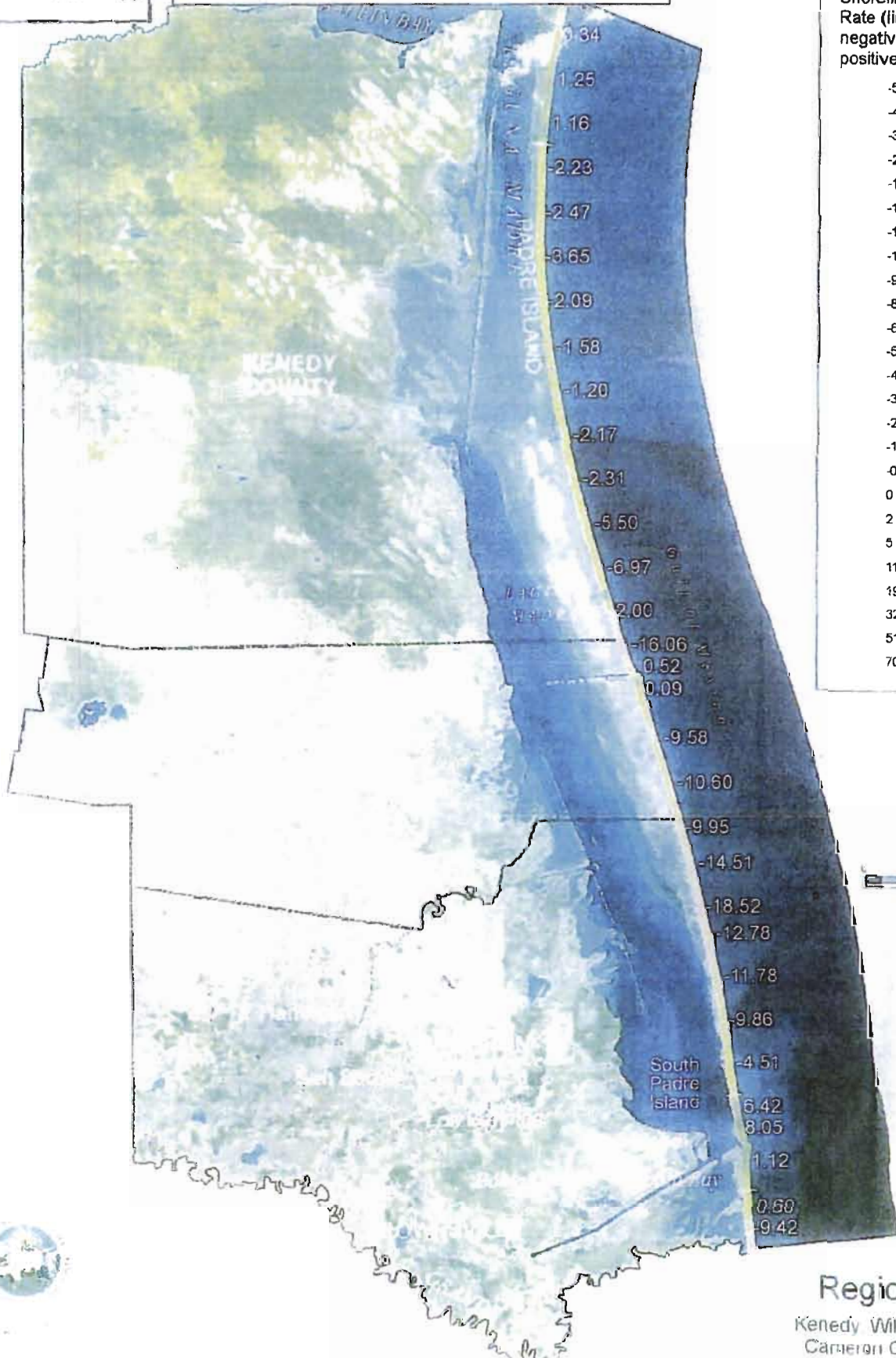


13-15

Critical Erosion in Region V

Average Annual
Shoreline Change
Rate (linear ft/yr)
negative=retreat,
positive=advance

-54.37 - -44.22
-44.21 - -31.52
-31.51 - -20.71
-20.70 - -15.98
-15.97 - -14.18
-14.17 - -12.55
-12.54 - -11.09
-11.08 - -9.79
-9.78 - -8.18
-8.17 - -6.68
-6.67 - -5.65
-5.64 - -4.64
-4.63 - -3.60
-3.59 - -2.61
-2.60 - -1.67
-1.66 - -0.68
-0.67 - 0.54
0.55 - 2.12
2.13 - 5.25
5.26 - 11.50
11.51 - 19.71
19.72 - 32.81
32.82 - 51.74
51.75 - 70.14
70.15 - 109.03



Region V

Kenedy Wilacy and
Cameron Counties

The Shores at South Padre, Texas

LANDSCAPE ARCHITECTURE INC. 1000 S. PADRE AVENUE, SUITE 100, SAN ANTONIO, TEXAS 78205



13-17

FRANKE REALTORS

Dennis A. Franke dennis@frankerealtors.com
Kevin C. Franke kevin@frankerealtors.com

Richard J. Franke richardsr@frankerealtors.com
Richard J. Franke, Jr. richardjr@frankerealtors.com

May 17, 2012

Lloyd Mullins, Supervisor
Department of the Army
Galveston District, Corps of Engineers
Corpus Christi Regulatory Field Office
Attn: Regulatory Branch
5151 Flynn Parkway, Suite 306
Corpus Christi, Texas 78411-4318

Dear Mr. Mullins:

I am writing to you with regard to the Shores Development located on South Padre Island.

The Shores encompasses in approximately $\frac{1}{2}$ a mile of the Island from Gulf to Bay, just North of the Convention Center. The Shores is a Planned Development District (PDD) with its own Standard and Specifications, Design Code, Rules & Regulations, which are unique to the development and different than The Town.

The Shores does not allow seawalls; we use the natural dunes as protection from severe weather coming off the gulf; the building line is approximately 450' west of the water line; we nurture and guard our dune structure which is ecstatically pleasing and is our barrier from the sea.

The starting price for a house or condominium in The Shores is almost \$1,000,000 and ranges up to \$6,000,000 to \$7,000,000. We have a very discriminating market that can go anywhere in the world, so they do not have to come to South Pare Island but, they will come if we have the proper environment and the type of development that they demand.

The Town of South Padre Island has decided for some unknown reason to only clean the beach on an infrequent basis. Consequently, the beaches are littered with seaweed and other debris, making them very undesirable for anyone wanting to go to the beach. The beaches in general are now not only unsightly, but they smell, are insect ridden and totally unacceptable for a family and children to play in the sand, enjoy the surf or just take a walk.

phone (800) 447-4753 / (956) 761-2606 / fax 761-2650 / website: frankerealtors.com
8605 padre blvd, south padre island, texas 78597

13-18

In order to alleviate this situation, The Shores is asking for a permit to be allowed to supplement the Town's infrequent cleaning of the beach by allowing us to do the following:

- ~~1. On a one-time basis, relocate the debris piles that have been located in a hazardous way on the beach into a relatively uniform berm line which will translate into a sand dune that will provide protection in time of severe weather.~~
2. Be allowed to rake the water line on a periodic basis to pick up the seaweed and debris that come in daily and locate the seaweed into berm line. By this method, we will clean the beach along the water line and take away the debris as it comes in and not let it accumulate so the removal will be simple and efficient.

The method that the Town is currently using allows the seaweed and debris to stalk up sometimes knee deep and become embedded into the sand so when it is removed, a great deal of beach sand must be moved with it.

With this method of regular cleaning at the water line, there would be little need to rake any of the sand between the water line and the dune structure so as not to loosen or cause additional wind erosion.

Please review our request and see if it can be accomplished through a Nation Wide Permit. I very much appreciate your assistance in this matter, as it is at a point that our main attracting force, the Beach is no longer attracting visitors and potential buyers. Conversely, it is driving them away as they have no desire to be on an unkept beach; there are lots of other places they can go. We are not asking for any financial assistance or funding, The Shores Association will pay all costs.

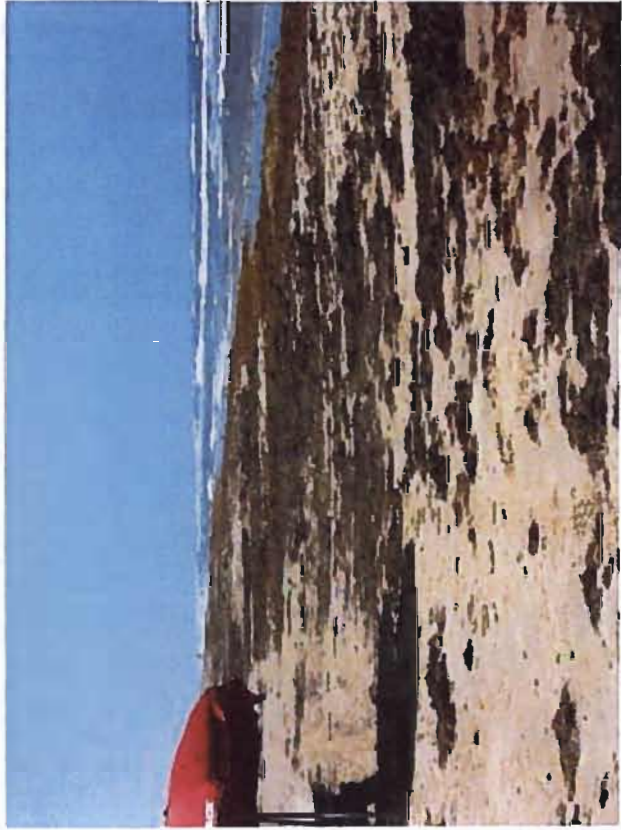
I look forward to hearing from you.

Sincerely yours,



Dennis A. Franke

DAF/ce



13-20



DEPARTMENT OF THE ARMY
CORPUS CHRISTI REGULATORY FIELD OFFICE
5151 FLYNN PARKWAY, SUITE 306
CORPUS CHRISTI, TEXAS 78411

August 20, 2012

REPLY TO
ATTENTION OF:

Corpus Christi Regulatory Field Office

SUBJECT: File No. SWG-2007-00818; Approved Jurisdictional Determination

Dennis Franke
Franke Realtors
8605 Padre Boulevard
South Padre Island, TX 78579

Dear Mr. Franke:

This is in regard to your request, dated May 17, 2012, in which you requested that we review the jurisdictional status of the proposed collection and removal of sargassum from approximately one-half mile of beach within the Shores Development. The project site is located on an approximate one-half mile portion of beach, interfacing with the Gulf of Mexico, in South Padre Island, Cameron County, Texas.

We have determined that the beach adjacent to the Gulf of Mexico is a water of the United States, approximately to the base of the foredune area. The Corps of Engineers regulates the discharge of dredged and/or fill material into waters of the United States under Section 404 of the Clean Water Act. The placement of dredged or fill material into these waters of the U.S. require a Department of the Army (DA) permit. However, since the activity and method you described in your May 17, 2012 letter and our July 11, 2012 meeting on site involves the removal of sargassum above the mean high tide line without disturbing the sand below it, and placing the sargassum in upland areas, a DA permit is not required for this activity. Please be aware that a DA permit is required for any discharge of fill material in waters of the U.S. Fill material is defined as material placed or displaced in waters of the United States where the material has the effect of replacing any portion of a water of the United States with dry land; or changing the bottom elevation of any portion of a water of the United States, as per 33 CFR 323.2(e)(1).

This determination is an approved jurisdictional determination; this approved determination is valid for 5 years from the date of this letter unless new information warrants a revision of the determination prior to the expiration date. Corps determinations are conducted to identify the limits of the Corps' Clean Water Act jurisdiction for particular sites. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

13-21

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331.5. Also enclosed are a combined Notification of Administrative Appeal Options and Process (NAP) and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA to the Southwestern Division Office at the following address:

Mr. Elliott Carman
Regulatory Appeals Officer
Southwest Division USACE (CESWD-PD-O)
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-487-7061; FAX: 469-487-7199

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit the RFA form, it must be received at the above address by October 15, 2012. It is not necessary to submit an RFA form to the Division office if you do not object to this determination.

Please note, this is **not authorization to begin work in jurisdictional areas**. If you have any questions concerning this matter, please contact Reagan Richter at the letterhead address or by telephone at 361-814-5847, ext. 1005. To assist us in improving our service to you, please complete the survey found at <http://per2.nwp.usace.army.mil/survey.html>.

FOR THE DISTRICT COMMANDER:



Lloyd Mullins, Supervisor
Corpus Christi Regulatory Field Office

13-22

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Franke Realtors		File #: SWG-2007-00818	Date: 20-Aug-12
Attached is:		See Section below	
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of Permission)		B
	PERMIT DENIAL		C
X	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/inet/functions/cw/cecwo/reg/> Or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved jurisdictional determination (JD) or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

13-23

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Lloyd Mullins, Supervisor
U.S. Army Corps of Engineers, CESWG-PE-RCC
Corpus Christi Regulatory Field Office
5151 Flynn Parkway, Suite 306
Corpus Christi, Texas 78411-4318
Telephone 361-814-5847; FAX 361-814-5912

If you only have questions regarding the appeal process you may also contact:

Elliott Carman, Appeal Review Officer
US Army Engineer Division, Southwestern
1100 Commerce Street, Suite 831
Dallas TX 75242-1317
Telephone: 469-487-7061; FAX: 469-487-7189
Email: Elliott.n.carman@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or authorized agent.	Date:	Telephone number:
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13-24

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

MEETING DATE: June 5, 2013

NAME & TITLE: Reuben Trevino, Coastal Resources Manager

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to approve the submittal of the South Padre Island Beach Nourishment with Beneficial Use of Dredge Material project goal summary for CEPRA cycle 8 funding and the resolution supporting the project.

ITEM BACKGROUND

The CEPRA program has been an important source of funds when it comes to the BUDM projects. Through this program the City has been able to partner with the State at a 75% to 25% partnership. The General Land Office is now accepting Project Goal Summaries for consideration. We don't know the exact cost of the project, as it depends on the amount of material available but we can use average costs from past projects.

BUDGET/FINANCIAL SUMMARY

Funds will need to be allocated next fiscal year from Fund 81 in the amount of \$650,000 to meet the match of requested funds from the state in the amount of \$1,950,000.

COMPREHENSIVE PLAN GOAL

- 5.A. Secure funding for beach renourishment.
- 5.D. Dedicate funding for beach and dune development and maintenance

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff supports the submittal of the project goal summary.



RESOLUTION NO. 2013-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, SHOWING SUPPORT FOR AND AUTHORIZING THE SUBMISSION OF A PROJECT GOAL SUMMARY FOR CEPRA CYCLE 8 TO THE TEXAS GENERAL LAND OFFICE

WHEREAS, the City of South Padre Island is experiencing significant beach erosion and narrowing of the public beach; and

WHEREAS, the economy and the quality of life of the City of South Padre Island and its residents and visitors are dependent upon the stabilization of the public beach with beach re-nourishment projects and dune restoration.

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

Section 1: The City Council support and approve the submission of CEPRA Cycle 8 project goal summary to solicit funding for the following essential project:

1. Brazos Santiago Pass Beneficial Use of Dredge Material

Section 2: The City Manager for the City of South Padre Island, Texas, is hereby authorized to execute any and all applications and contract forms as may be necessary for and on behalf of the City to the State of Texas and its General Land Office and the Federal Government.

PASSED, APPROVED AND ADOPTED on this the 5th day of June, 2013.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

Susan M. Hill, City Secretary

Robert N. Pinkerton, Jr., Mayor

14-2



CEPRA Project No.: _____
(Agency Use Only)

PROJECT GOAL SUMMARY (PGS) APPLICATION FORM
For Erosion Response Project Funding Under the
Coastal Erosion Planning and Response Act (CEPRA) Cycle 8

Potential project partners must submit all required information using this form.

Applicant Information

Application Type: ☒ Regular Submission ☐ Emergency Submission

If emergency submission, briefly explain the emergency situation the project proposes to mitigate:

PGS Application Submittal Date (mm/dd/yy): _____ Date Received: _____
(Agency Use Only)

Project Title: Beach Renourishment with BUDM

Name of Potential Project Partner: City of South Padre Island

Physical Address: 4601 Padre Boulevard

City: South Padre Island Zip+4: 78597-3410

Point of Contact (POC): Reuben Trevino Title: Coastal Resources Manager

Phone: 9567613035 ext.: _____ Fax: (956) 761-3898

Email: rtrevino@myspi.org

Authorizing Official (if different from POC): Joni Clark Title: City Manager

Project Type (check all that apply)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Beach Nourishment | <input type="checkbox"/> Dune Restoration |
| <input type="checkbox"/> Shoreline Protection | <input type="checkbox"/> Marsh Restoration or Protection |
| <input type="checkbox"/> Study/Research Project | <input type="checkbox"/> Debris Removal |
| <input type="checkbox"/> Demonstration Project | <input type="checkbox"/> Storm Damage Mitigation Project |
| <input type="checkbox"/> Post-Storm Damage Assessment Project | |
| <input type="checkbox"/> Other (describe): | |

For Beach Nourishment and Dune Restoration projects only:

Does project incorporate beneficial use of dredged material (BUDM)?

☒ Yes

☐ No

14-3

Is a sand source identified for beach nourishment?

☒ Yes

☐ No

If "Yes" to either of the above two questions, please respond to the following:

1. Location of sand source: Brazos Santiago Pass and/or Brownsville Ship Channel
2. Owner of sand source: State of Texas
3. Cost of sand per cubic yard: incremental cost average of \$2.56
4. Is the source permitted by the US Army Corps of Engineers?

☒ Yes

☐ No

If no, please attach, if available:

- a. sieve analysis of sand
- b. chemical analysis of sand
- c. archeological survey of borrow area
5. Quantity of sand available (cubic yards): average CY used is 300,000
6. Describe any availability restrictions: none

Project Length

For Beach Nourishment and Shoreline Protection projects, linear length (in feet) of project:
approximately 2 miles

For Marsh Restoration projects, linear length (in feet) and acreage:

Project Location

County or counties where project is located: Cameron County

State Representative name(s) /district(s) where project is located: House District 31--Representative

State Senator name(s) /district(s) where project is located: Senate District 27--Senator Eddie Lucio

US Congressional Representative name(s) /district(s) where project is located:

Congressional District 34--Congressman Filemon Vela

Erosion Rate at Project Location

Describe the erosion rate (feet/year) in the vicinity of the project: Up to 10 feet per year Cite the source

NOTE: Historical average erosion rate data for Texas' Gulf-facing shoreline is found in the Texas Shoreline Change Atlas, published online by the University of Texas at Austin Bureau of Economic Geology at <http://igor.beg.utexas.edu/SCA/>

Funding Summary

Total CEPRA Funds Requested: \$ \$ 1,950,000.00

Total Partner Federal Match Funding: \$ 2,000,000.00

Total Partner Non-Federal Match Funding: \$ \$ 650,000.00

Total Project Cost: \$ \$ 4,600,000.00

Sources of Match Funding

In the table below, list secured or potential sources of match funding including any federal funding sources and in-kind services. For each source indicated below, include a signed document on the funding agency's letterhead that indicates approved funding amount; funding availability date; funding expiration date; and other constraints as necessary. **Do not include requested CEPRA Cycle 8 funding in this table.**

Funding Source for Match	Cash Amount	In-Kind Amount	Is funding committed for the Cycle 8 biennium? (Y/N)	Funding Availability Date (mm/dd/yy) Ex:02/02/13	Funding Expiration Date (mm/dd/yy)	Other Constraints (describe)
City of South Padre Island	\$ 650,000.00		<input checked="" type="radio"/> Y <input type="radio"/> N	10/01/13	09/30/14	Assuming the City Council
U.S. Army Corps of Engine		\$ 2,000,000.	<input checked="" type="radio"/> Y <input type="radio"/> N			Assuming continued partn
			<input type="radio"/> Y <input type="radio"/> N			
			<input type="radio"/> Y <input type="radio"/> N			
TOTALS	\$ 650,000.00	\$ 2,000,000.				

Beach Access and Use Plan/Local Coastal Erosion Response Plan Eligibility

If the local government(s) within whose jurisdiction the study or project is proposed is required to administer a beach/dune program, did the local government submit an approved Erosion Response Plan to the GLO?

☒ Yes

☐ No

If yes, name of the local jurisdiction: City of South Padre Island

Hazard Mitigation Eligibility

Is there a Hazard Mitigation Plan in place for the proposed project area?

☒ Yes

☐ No

If yes, name of local jurisdiction responsible for hazard mitigation: City of South Padre Island

Is the proposed project eligible for FEMA disaster Public Assistance or mitigation funds under the Hazard Mitigation Grant Program?

☒ Yes

☐ No

Engineered Beach/Dune Maintenance and Monitoring

If the project is proposing renourishment of an existing engineered beach/dune, or if it is for a new engineered beach/dune nourishment, is an ongoing beach/dune maintenance and monitoring plan in place for the proposed project area?

☒ Yes

☐ No

Project Description (500-word limit)

Provide a narrative of the project description that addresses each of the following:

Describe the location and geographic scope of the erosion problem:

The City of South Padre Island is located along the southern tip of the Texas Gulf Coast and has approximately 4.5 miles of Gulf of Mexico beach within Cameron County which extends from one (1) to five and a half (5.5) miles north of the City.

Describe the desired outcome(s) of the proposed project:

The City desires this project to renourish a "hotspot" erosion within the northern portion of the City beaches (between the Inverness and La Quinta). The concern for this 'hotspot' is further impacted by the upcoming impact of storms.

Discuss any prior erosion response work, including a listing of any known erosion response studies and investigations in the vicinity of the proposed project, and whether the proposed project compliments existing erosion response measures:

Funding of this project will compliment prior erosion response work previously completed on the City's beach. These projects include surveys and beneficial use of dredge material for beach nourishment projects in which the City of SPI project will be divided into phases (e.g. reconnaissance study, preliminary engineering, alternatives analysis/feasibility study, permitting, engineering design, construction):

For this project, the City requests CEPRA Funding for the following:

A. Conduct annual closure depth maintenance surveys of the City's beach. These surveys are necessary to Recommend the preferred erosion response alternative that would address the problem, if known:

Alternative sand sources (eg off shore) for beach nourishment for larger scale beach nourishment. \$/cy of sand is much higher for these sources.

Project Benefits

Describe the effect and benefits of the proposed project on public safety, access and public infrastructure and property threatened by erosion:

This project will widen a portion of the City's beach, byproducts of which are: a higher quality of the public beach within the project area which insures beach access; increased economic activity and associated tax revenues; reduced public

Describe the effects and benefits of the proposed project on private infrastructure and property threatened by erosion:

By widening the beach, this project not only provides additional protection to nearby property owners, but also provides more sand in this area for the beach/dune system potentially developing into dunes, which do provide a greater

Describe the effects and benefits of the proposed project on natural resources threatened by erosion:

By widening the beach, this project not only provides a larger area for tourists to enjoy, it provides a protection of nearby property (by virtue of the increased distance of the waves from hard structures), as well as more sand in this

Describe whether the proposed project will provide for the beneficial use of dredged material from the construction and maintenance of navigation inlets and channels of the State:

Yes, this project provides for beneficial use of dredged material from maintenance of the Brazos Santiago Pass.

Describe how project costs are reasonable relative to benefits:

In the 2003 Technical Report prepared by Oden, Butler & Paterson which evaluated the CEPRA Cycle 1 projects, this project had a cost benefit ratio of 8.57 %, which indicates a good rate of return for the State. The total proposed costs are reasonable as related to the benefits. Tourists benefit from the quality of sand and the quality of the City's beach as do residents and business owners. Tourism is the City's most prominent income base. This last fiscal year

Project Permitting

List all required local, state, and federal permits that have been or will need to be acquired to undertake the proposed project:

Permit Type	Estimated Date of Receipt (mm/dd/yy) Ex: 02/02/13	Who will obtain permit?
N/A	N/A	N/A

Elaborate on any known permitting or regulatory issues that will need to be addressed:

none known

For proposed Gulf beach projects, describe how the proposed project will comply with the local beach and dune plan, floodplain administration, and beach access:

This project is consistent with the City's beach/dune rules and considers sources of beach quality sand useful in replent

Project Phasing and Timeline

Is this project a single-phase project or one phase of a multi-phase project?



Single-Phase Project



One phase of a multi-phase project

Can the project or phases proposed in this application be completed between 9/1/2013 and 8/31/2015?

☒ Yes

☐ No

Describe the phases of the proposed project, if applicable, including a description of the phases that would extend into future funding cycles:

USACE Dredging of Channel, Engineering Design, BUDM Placement, Project Closeout

Describe anticipated delays due to permitting timelines, match funding approval/timelines, habitat issues, tourist and bird-nesting season provisions, or approval process timelines from local governing bodies:

The project schedule is heavily dependent upon turtle nesting season (May 15 - Oct 1). If necessary this project can

Does an adequate financial infrastructure exist to maintain the project/perform post-project monitoring following construction?

☒ Yes

☐ No

If yes, please describe: Yes. The City of South Padre Island posses reserve funds, a strong tax base, and budgeted funds for the project

Public Support/Other Supporting Documentation

Documentation of Public Support

Attach to this application letters of support you have received from potential co-sponsors, elected officials, affected jurisdictions, and other stakeholders with an interest in and generally documenting support for the project.

Project Location Map

Attach to this application a map with sufficient detail to show the specific geographic location and boundary of the proposed project.

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

MEETING DATE: June 5, 2013

NAME & TITLE: Marcy Newman, P.E., Public Works Director

DEPARTMENT: Public Works

ITEM

Discussion and action to execute a contract with Kimley-Horn and Associates, Inc. for engineering and design services for the City's 2013 Street Improvements Project.

ITEM BACKGROUND

Public Works requested and received approval from Council on May 15, 2013 to negotiate a contract with Kimley-Horn and Associates, Inc. based on their selection as the highest ranked proposal in response to the City's Request for Statements of Qualifications (SOQ) for the 2012-2013 Street Improvement Program.

Public Works staff is requesting City Council authorization to execute the contract and use the funds that have been budgeted in FY12-13 for design and construction services for Street Improvements.

BUDGET/FINANCIAL SUMMARY

Contract design cost is negotiated at \$78,100 and includes:

1. The design of roadway, parking and pedestrian improvements on Gulf Boulevard from just north of Sunset to south of Gardenia. The work on Gulf Boulevard is divided into two phases.
 - a. Phase 1 will be comprised of, but not limited to, preliminary engineering, design field survey and schematic development.
 - b. Phase 2 will be comprised of, but not limited to, final engineering, drainage design, subsurface utility location, and the development of Plans, Specifications and Estimates, (PS&E).
2. The design and PS&E for street reconstruction and maintenance projects including:
 - a. Spot repairs for portions of Gulf Boulevard outside the limits listed above.
 - b. Spot repairs for portions of Laguna Boulevard
 - c. Spot repairs on West Campeche Street
 - d. Spot Repairs on West Acapulco Street
 - e. Spot repairs on East Morningside Drive

f. Complete reconstruction of East Huisache Street

Construction phase services, if needed are estimated at a cost not to exceed \$17,000 and will be used on an hourly as needed basis only. If these services are not required, this amount will not be expended.

COMPREHENSIVE PLAN GOAL

- 4.F. Provide a safe and attractive environment for walking and bicycling
- 4.G. Encourage transportation forms other than the automobile
- 4.H. Develop walking and biking paths that are coordinated with existing businesses, residences, street infrastructure, and transit opportunities and that contribute to the character and identity of the Island and the individual corridors on which the paths are located.
- 4.O. Preserve the traffic carrying capacities of roadways by preventing encroachments on the public right-of-way and limiting the number of driveways.
- 4.P. Ensure suitable street infrastructure commensurate with traffic demands and volumes
- 4.Q. Plan in advance for an efficient street network
- 4.R. Implement up-to-date transportation policies and standards
- 4.S. Enhance street right-of-way appearance and contribution to Town character

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Staff recommends approval.

KIMLEY-HORN AND ASSOCIATES, INC. FEE SCHEDULE

GULF BOULEVARD IMPROVEMENTS AND VARIOUS STREET RECONSTRUCTION AND MAINTENANCE PROJECTS

TASKS 1 - 5 LUMP SUM SERVICES

Client: City of South Padre Island
Date Prepared: 5/2013

Task Number	Task Name Subtask Name/Description	Assumptions	Project Manager	Project Engineer	Design Tech	Junior Tech	Support Staff	KHA Labor Total (hours)	Misc. Direct Expense (\$)
1	Project Management		168.00	134.00	92.00	70.00	75.00	0	
	Project Administration/Set Project Files and Maintain		4				8	12	
	Progress Reports and Invoices		3				5	8	
	Prepare and Maintain Project Schedule and Work Plan		1	2				3	
	General Correspondence		6					6	
	Project Meetings + Minutes	3 mtgs (2 conf, 1 face-to-face)	8	2				10	
								0	
								0	
	Expenses							0	
	FedEx/Couriers							0	\$50
	Airfare	2 flights						0	\$600
	Car Rental & Gas	1 trip						0	\$60
			22	4	0	0	13	39	
	Task Total (Hours)		3696	536	0	0	975	\$5,207	\$710
2	Data Collection and Survey							0	
	Mojia & Rose Fee							0	\$4,000
	Data Collection and Coord/QC of Survey		1	1	4	2		8	
								0	
								0	
	Task Total (Hours)		1	1	4	2	0	8	
	Task Total (Dollars)		\$168	\$134	\$368	\$140	\$0	\$810	\$4,000
3	Street Reconstruction and Maintenance PS&E							0	
	Field Work to Review Exist Conditions		5	5				10	
	Prepare Title Sheet/Index	1 sheet	1		2	4		7	
	TCP (Sequence of Work)	1 sheet	1	2				3	
	Street Maintenance Plans							0	
	Gulf Blvd	5 sheets	3	7		24		34	
	Laguna Blvd	3 sheets	3	4		12		19	
	West Campeche	1 sheet	1	2		6		9	
	West Acapulco	1 sheet	1	2		6		9	
	East Morningside	1 sheet	1	2		6		9	
								0	

15.3

KIMLEY-HORN AND ASSOCIATES, INC. FEE SCHEDULE

GULF BOULEVARD IMPROVEMENTS AND VARIOUS STREET RECONSTRUCTION AND MAINTENANCE PROJECTS

TASKS 1 - 5 LUMP SUM SERVICES

Client: City of South Padre Island
 Date Prepared: 5/2013

Task Number	Task Name Subtask Name/Description	Assumptions	Project Manager	Project Engineer	Design Tech	Junior Tech	Support Staff	KHA Labor Total (hours)	Misc. Direct Expense (\$)
	<i>Huisache Design and Plans</i>								
	Horizontal/vertical geometrics and cross sections	(~1000 ft)	6	20				26	
	Prepare Plan/Profile sheets	3 sheets	6	12	16	24		58	
	Driveway Design and Details	1 sheet	1	4	6			11	
	Misc Details Sheet	1 sheet	1	4	6			11	
								0	
	OPCC and Quantities		2	4	8			14	
								0	
	Prepare Project Manual		2	4	8	8		22	
								0	
	Prepare 90% Plans/Comment Responses		1	2	4	4		11	
								0	
	Task Total (Hours)		35	74	50	86	8	253	
	Task Total (Dollars)		\$5,880	\$9,916	\$4,600	\$6,020	\$600	\$27,016	\$0
4	Gulf Blvd Preliminary Design							0	
	Establish horizontal alignment/pavement edges/etc		4	16				20	
	Prepare Alignment Map Exhibit		4	12	24	16		56	\$50
								0	
	Prepare for, Attend, and Assist with Workshop		8	8				16	
								0	
	Expenses							0	
	Airfare	2 flights						0	\$600
	Car Rental & Gas							0	\$60
								0	
								0	
	Task Total (Hours)		16	36	24	16	0	92	
	Task Total (Dollars)		\$2,688	\$4,824	\$2,208	\$1,120	\$0	\$10,840	\$710
5	Gulf Blvd PS&E Design							0	
	Revise Layout based on Workshop Comments		2	6				8	
	Evaluate and Prepare Details for Cross-Slope and Drainage Improvements		4	12				16	
	Prepare Title Sheet/Index	1 sheet	1		2	4		7	
	TCP (Sequence of Work)	1 sheet	1	4				5	
	Plan View Sheets	12 sheets	16	32	60	64		172	
	Typical Paving and Misc. Details	1 sheet	2	4	8			14	
								0	

1524

KIMLEY-HORN AND ASSOCIATES, INC. FEE SCHEDULE
GULF BOULEVARD IMPROVEMENTS AND VARIOUS STREET RECONSTRUCTION AND MAINTENANCE PROJECTS
TASKS 1 - 5 LUMP SUM SERVICES

Client: City of South Padre Island
Date Prepared: 5/2013

Task Number	Task Name Subtask Name/Description	Assumptions	Project Manager	Project Engineer	Design Tech	Junior Tech	Support Staff	KHA Labor Total (hours)	Misc. Direct Expense (\$)
	OPCC and Quantities		2	6	12			20	
	Prepare Project Manual		2	4	8		8	22	
	Prepare 90% Plans/Comment Responses		1	2	4	4		11	
								0	
			31	70	94	72	8	275	
	Task Total (Hours)		\$5,208	\$9,380	\$8,648	\$5,040	\$600	\$28,876	\$0
	Task Total (Dollars)		105	185	172	176	29	667	
	PROJECT TOTAL (Hours)								
	PROJECT TOTAL (Dollars)		\$17,640	\$24,790	\$15,824	\$12,320	\$2,175	\$72,749	\$5,420
	GRAND TOTAL							\$78,169	

15-5

KIMLEY-HORN AND ASSOCIATES, INC. FEE SCHEDULE
GULF BOULEVARD IMPROVEMENTS AND VARIOUS STREET RECONSTRUCTION AND MAINTENANCE PROJECTS
TASK 6 HOURLY SERVICES

Client: City of South Padre Island
Date Prepared: 5/2013

Task Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)							Misc. Direct Expense (\$)
			Senior Engineer	Project Manager	Project Engineer	Design Tech	Junior Tech	Support Staff	KHA Labor Total (hours)	
6	Bidding and Construction Phase Services		\$175.00	168.00	134.00	92.00	70.00	75.00	0	
	Bidding Phase (Rehabs):								0	
	Prep and Attendance of Pre-Bid Meeting Conf Call	0 trip		2					2	
	Response to Questions			1	1				2	
	Bidding Phase (Gulf):								0	
	Prep and Attendance of Pre-Bid Meeting Conf Call	0 trip		2					2	
	Response to Questions			1	1				2	
	Construction Phase (Rehabs):								0	
	Prepare for and attend Pre-Con	0 trip		4					4	
	Site Visits	2 trip		8					8	
	RFI's			1	2	2			5	
	Shop Drawings and Submittals			1	2	4			7	
	Pay-Apps and CO's			2				2	4	
	Final Site Visit	1 trip		4					4	
	Record Drawings			3	3	8			14	\$50
	Construction Phase (Gulf):								0	
	Prepare for and attend Pre-Con	0 trip		4					4	
	Site Visits	3 trip		12					12	
	RFI's			1	2	2			5	
	Shop Drawings and Submittals			1	2	4			7	
	Pay-Apps and CO's			2				2	4	
	Final Site Visit	1 trip		4					4	
	Record Drawings			3	3	8			14	\$50
	Expenses								0	
	FedEx/Counters								0	
	Airfare								0	\$2,100
	Car Rental & Gas	3 trips total							0	\$420
	Task Total (Hours)		0	56	16	28	0	4	104	
	Task Total (Dollars)		0	9408	2144	2576	0	300	\$14,428	\$2,620
	PROJECT TOTAL (Hours)		0	56	16	28	0	4	104	
	PROJECT TOTAL (Dollars)		\$0	\$9,408	\$2,144	\$2,576	\$0	\$300	\$14,428	\$2,620
	GRAND TOTAL								\$17,048	

15-6

EXHIBIT A

SERVICES TO BE PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC.
TO THE CITY OF SOUTH PADRE ISLAND
FOR GULF BOULEVARD IMPROVEMENTS AND VARIOUS STREET RECONSTRUCTION AND
MAINTENANCE PROJECTS

Kimley-Horn and Assoc., Inc. (hereafter "KHA") presents this scope of services to the City of South Padre Island (hereafter the "City"). KHA, with survey support from Mejia & Rose, Inc., will provide preliminary and final design services as well as bidding and construction phase services for the Gulf Blvd improvements and various street reconstruction and maintenance projects. The scope of work consists of:

1. The design of roadway, parking and pedestrian improvements on Gulf Blvd from north of Sunset to south of Gardenia. The work on Gulf Blvd is divided into two phases.
 - a. Phase 1 will be comprised of preliminary engineering, design field survey and schematic development.
 - b. Phase 2 will be comprised of final engineering and the development of Plans, Specifications and Estimates (PS&E).
2. The design and PS&E for street reconstruction and maintenance projects consisting of:
 - a. Spot repairs for portions of Gulf Blvd outside the limits listed above.
 - b. Spot repairs for portions of Laguna Boulevard
 - c. Spot repairs on West Campeche Street
 - d. Spot Repairs on West Acapulco Street
 - e. Spot repairs on East Morningside Drive
 - f. Complete reconstruction of East Huisache Street from Padre Blvd to Gulf Blvd

I. RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of South Padre Island agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings. Schedule and hold utility coordination meetings (if necessary).
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.
- Provide a pavement design for street maintenance, reconstruction, and widening.
- Provide available GIS and/or survey files.
- Bidding/Construction phase: Advertise projects, conduct pre-bid meetings (if necessary), and conduct bid opening. The City will schedule and hold the Pre-Construction Meeting. The City will review, approve, and process all invoices from the Contractor. The City will schedule and hold necessary construction coordination meetings throughout the construction phase.
- Coordinate and administer TDLR applications and reviews

15-7

II. RESPONSIBILITIES OF THE CONSULTANT

1. PROJECT MANAGEMENT

\$5,900 (LUMP SUM)

The fee for this task will include up to three progress and coordination meetings (two conference calls and one face-to-face) including the project Kick-Off meeting. KHA will develop and maintain a project contact list created during a project Kick-Off meeting.

KHA will create a project development schedule with milestone submittal dates for discussion and approval at the Kick-Off meeting. An updated version of the approved design schedule will be submitted to the City along with minute notes and action items lists following the Kick-Off meeting.

KHA will keep and maintain records, notes, and documentation of survey, roadway, drainage and bid-doc creation criteria used during this project. KHA will build and maintain a project correspondence database including phone conversations, coordination meeting minutes, invoices and other project communications.

2. DATA COLLECTION AND SURVEY

\$4,800 (LUMP SUM)

KHA will obtain GIS files, survey files, property ownership data (if available), design criteria, and standard specifications from the City.

KHA, via a subconsultant, will obtain topographic design survey of Huisache Street from Padre Blvd to Gulf Blvd. The topographic survey will consist of visible features such as pavement, manholes, above ground utilities and/or utility markings, curbs, driveways, landscaping, fences, and other visible features within the existing street Right-of-Way (ROW). Subsurface Utility Engineering via potholing or electronic measurements is not included.

KHA will rely upon the survey provided by the City for Gulf Blvd improvements. A subconsultant will provide supplemental surveys for the recently constructed sidewalk, median and parking improvements to Gulf Blvd between Coral Lee and Constellation. Subsurface Utility Engineering via potholing or electronic measurements is not included.

3. STREET RECONSTRUCTION AND MAINTENANCE PROJECTS PS&E \$27,000 (LUMP SUM)

KHA will develop PS&E documents for the reconstruction of Huisache Street from Padre to Gulf Blvd, and maintenance of portions of Gulf Blvd, Laguna Boulevard, West Campeche Street, West Acapulco Street, and East Morningside Drive.

KHA will develop street maintenance plans showing spot repairs to sections of pavement identified by the City for repairs. KHA will perform a site visit (combined with the project kickoff meeting) to field verify the repairs identified by the City. Pavement repair plan sheets will be developed at a scale of 1"=40' using GIS files (provided by the City) showing property boundaries, approximate street locations, and approximate areas for repair.

KHA will perform roadway geometric design for the reconstruction of Huisache Street consisting of horizontal alignment, vertical profile, and roadway cross sections at 50-foot intervals and at driveways. KHA anticipates the Huisache Street typical section will consist of ~28 feet of asphalt pavement, curb & gutter, and one sidewalk. Profile grade will be established to maintain positive drainage within the curb and gutter system from Gulf Blvd towards Padre Blvd; storm drain design is not included. KHA will evaluate driveway reconstructions and provide a typical driveway reconstruction sheet showing limits of reconstruction, radius returns, and driveway grades. Design will be in compliance with City standards and with the requirements of the Americans with Disabilities Act (ADA).

KHA will prepare a traffic control plan narrative/sequence of work for improvements and use Texas Department of Transportation (TxDOT) Traffic Control Plan Standards for traffic control during construction.

The plan set will include a title page/sheet index, plan/profile sheets for the reconstruction of Huisache Street, Huisache Street removal and erosion control plans, Huisache Street paving and

15-8

miscellaneous details sheet, driveway details, plan view sheets for each spot repair, traffic control plan narrative, and miscellaneous and standard detail sheets.

KHA will prepare a project manual for bidding and construction consisting of standard City front end documents provided by City (invitation/instructions to bidders, bid and/or performance bonds, etc), bid form, General/Supplemental Conditions, General Notes, and City/TxDOT standard specifications.

KHA will prepare an opinion of probable construction cost (OPCC) for the project using the most recent local and state-wide average unit bid price data publicly available on TxDOT's website.

Deliverables (90% milestone)

- one pdf copy of 95% plans (11x17 plan sheets)
- one pdf copy of preliminary project manual
- one pdf copy of OPCC

Deliverables (Final)

- 1 set of signed mylars (11x17 plan sheets)
- 3 copies and one pdf copy of final plans (11x17 plan sheets)
- 1 original project manual
- 3 copies and one pdf copy of final project manual
- 3 copies and one pdf copy of OPCC

4. GULF BOULEVARD PRELIMINARY DESIGN

\$11,500 (LUMP SUM)

KHA will develop a preliminary design for the improvements to Gulf Blvd from north of Sunset to south of Gardenia. Improvements will consist of widening and/or reconstruction of Gulf Blvd to accommodate a typical section consisting of from west to east: a raised sidewalk, parallel (or angled if space allows) parking, two-12' lanes, and an 8'-10' shared use path at pavement grade. KHA will design the horizontal alignment to avoid encroachments into the existing Right-of-Way (ROW).

KHA will prepare a schematic roll plot showing existing pavement edges and ROW, proposed horizontal alignment, proposed pavement edges, and limits of proposed parking, sidewalk, and shared use path. KHA will conduct one (1) stakeholder meeting with the City and stakeholders identified/invited by the City to display and provide an overview of the proposed improvements.

5. GULF BOULEVARD PS&E DESIGN

\$28,900 (LUMP SUM)

KHA will prepare final design based on the approved schematic layout developed during Preliminary Design. Upon commencement of the Preliminary Design Phase, KHA will incorporate comments from the stakeholder meeting into the final design of Gulf Blvd.

While the existing Gulf Blvd cross section typically drains to the west towards Padre Blvd via cross streets, there are several locations that water ponds along the east side of the roadway. KHA will evaluate the roadway cross section to determine where improvements can be made to Gulf Blvd to maintain positive drainage across the roadway from the east to west. However, full reconstruction and re-design of profiles for the limits of the project are not included in the scope of services.

KHA will prepare plan view sheets showing the widening of Gulf Blvd to accommodate new parking, reconstruction of median islands, new sidewalk, and new signing and striping.

KHA will prepare a traffic control plan narrative/sequence of work for improvements and use Texas Department of Transportation (TxDOT) Traffic Control Plan Standards for traffic control during construction.

The plan set (11x17 sheets) will include a title page/sheet index, plan view sheets at 1"=40' scale, typical paving and miscellaneous details sheet, traffic control plan narrative, removal and erosion control plans, and miscellaneous and standard detail sheets.

KHA will prepare a project manual for bidding and construction consisting of standard City front end documents (invitation/instructions to bidders, bid and/or performance bonds, etc), bid form, General/Supplemental Conditions, General Notes, and City/TxDOT standard specifications.

15-9

KHA will prepare an opinion of probable construction cost for the project using the most recent local and state-wide average unit bid price data publicly available on TxDOT's website.

Deliverables (90% milestone)

- one (1) pdf copy of 90% plans (11x17 plan sheets)
- one (1) pdf copy of preliminary project manual
- one pdf copy of OPCC

Deliverables (Final)

- 1 set of signed mylars (11x17 plan sheets)
- 3 copies and one pdf copy of final plans (11x17 plan sheets)
- 1 original project manual
- 3 copies and one pdf copy of final project manual
- 3 copies and one pdf copy of OPCC

6. BIDDING AND CONSTRUCTION PHASE SERVICES

\$17,000 (HOURLY EST)

KHA will provide the following bidding phase services for each construction contract:

KHA assumes that the City will advertise and award the construction bids and contract. During the bidding phase, the City will be the perspective bidders' contact for plans and bid doc packages. KHA will provide assistance answering bidders' questions and, if needed, create addenda to interpret, clarify, or expand the bidding documents. One week prior to the scheduled bid opening, KHA will assist the city in preparing for and conducting a pre-bid meeting with prospective bidders. The City will administer the bid opening and review of bids for compliance with the contract. Upon approval of the award recommendation, the City will prepare the necessary signature copies of the construction contract, and will deliver these to the winning bidder for their signatures. It will be the responsibility of the winning bidder to deliver the signed copies to the City for completion.

KHA will provide the following construction phase services for each construction contract:

Pre-Construction Conference: KHA will assist the City in conducting a Pre-Construction Conference for each construction project (2 total meetings via conference call).

Visits to Site and Observation of Construction. KHA will provide on-site construction observation services during the construction phase. For purposes of establishing fee, KHA assumes a total of five (5) site visits total will be necessary for the two construction projects. Such visits and observations by KHA are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on KHA's exercise of professional judgment. Based on information obtained during such visits and such observations, KHA will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and KHA will keep City informed of the general progress of the Work.

The purpose of KHA's site visits will be to enable KHA to better carry out the duties and responsibilities specifically assigned in this Agreement to KHA, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. KHA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15-10

Clarifications and Interpretations. KHA will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

Change Orders. KHA may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. KHA will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Disagreements between City and Contractor. KHA will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, KHA shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations, information provided by City, and on review of applications for payment and accompanying supporting documentation, KHA will determine the amounts that KHA recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute KHA's representation to City, based on such observations and review, that, to the best of KHA's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, KHA's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, KHA shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to KHA in this Agreement. It will also not impose responsibility on KHA to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

Substantial Completion. For each construction project, KHA will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete (2 site visits total). Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, KHA considers the Work substantially complete, KHA will notify City and Contractor.

Record drawings. For each construction project, KHA will prepare the project "Record Drawings" based on information provided by the Contractor and/or the City as to the actual field placement of the work including any changes or deletions. KHA is not responsible for the accuracy

of the information provided by the Contractor and/or the City. KHA will provide the following deliverables for two (2) construction contracts:

- Project concurrence letter from KHA to the City stating that the work is substantially complete
- One set of reproducible (11" x 17" Mylar) Record Drawings
- One CD-ROM or DVD-ROM disc with all project related files, including each Record Drawing sheet in PDF format

Limitation of Responsibilities. KHA shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. KHA shall not have the authority or responsibility to stop the work of any Contractor.

7. ADDITIONAL SERVICES

Services not specifically identified in this Scope of Services shall be considered additional and may be performed on an individual basis upon written authorization by the City. Such services may include, but are not limited to, the following:

- Construction staking
- Geotechnical design and engineering
- Landscape/Streetscape Design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of utility improvements
- Preparation for and attendance at public meetings (except for Gulf Blvd Stakeholder mtg)
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

SUMMARY OF FEES:

LUMP SUM:

• Task 1 Project Management	\$5,900.00
• Task 2 Data Collection and Survey	\$4,800.00
• Task 3 Street Reconstruction and Maintenance Projects PS&E	\$27,000.00
• Task 4 Gulf Boulevard Preliminary Design	\$11,500.00
• Task 5 Gulf Boulevard PS&E Design	<u>\$28,900.00</u>
LUMP SUM TOTAL:	\$78,100.00

HOURLY

Hourly Costs are estimated and will be billed at current hourly rates (see attached for rate schedule). KHA will not exceed the estimated total unless written approval from the City is received.

- Task 6 Bidding and Construction Phase Services \$17,000.00

Total Estimated Contract (Lump Sum + Hourly) = \$95,100.00

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$185 - \$225
Senior Professional II	\$160 - \$205
Professional	\$100 - \$165
Designer	\$120 - \$135
Technical Support	\$65 - \$140
Clerical/Administrative Support	\$60 - \$105

Effective August 2012

15-13

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

MEETING DATE: June 5, 2013

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

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to appoint a Capital Improvements Committee.

ITEM BACKGROUND

The City Council originally appointed Charles Brommer, Patrick McNulty, Lynn Hughes and Beth Fedigan to serve on the Capital Improvements Committee back in 2010. They have all agreed to continue serving.

BUDGET/FINANCIAL SUMMARY

None.

COMPREHENSIVE PLAN GOAL

None.

LEGAL REVIEW

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

NO: X
NO: X

Comments:

RECOMMENDATIONS/COMMENTS

Reappoint these same members.

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

MEETING DATE: June 5, 2013

NAME & TITLE: Paul Holthusen, Information Technology Manager

DEPARTMENT: Information Services Department

ITEM

Discussion and action regarding the online booking engine for Sopadre.com provided by Advanced Reservation Systems, Inc.

ITEM BACKGROUND

Attached annual contract was reviewed and approved on April 27, 2013 by the Convention and Visitors Transition Board.

BUDGET/FINANCIAL SUMMARY

\$15,000.00 per year, this licensing module will allow the city's lodging properties the opportunity to sale their rates online without any commissions owed.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

**ADVANCED RESERVATION SYSTEMS, INC.
RESERVATION SERVICES AGREEMENT**

INTRODUCTION

WHEREAS, Advanced Reservations Systems, Inc., a California corporation ("**ARES**"), has developed and continues to develop and distribute a proprietary booking engine (that may utilize databases or functionality that ARES licenses from third parties), for use in connection with private label Websites that offer, among other services, travel reservation services and other travel-related information; and

WHEREAS, ARES desires to provide such services, and Client desires to accept the same and provide such graphical and textual links ("**Links**") to the Reservation Services (as defined herein) prominently on certain pages of Client's Website(s), in exchange and consideration of certain fees to be paid by Client to ARES in connection therewith, pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

THIS RESERVATION SERVICES AGREEMENT ("**Agreement**") is made and entered into as of _____, 2013 (the "**Effective Date**") by and between ARES and Client, and consists of this Agreement together with the Exhibits attached hereto, as provided below.

A. Client Information. Client, and each additional term, as defined below, means:

"Client":	South Padres Island CVB	
"Client Information":	Contact Name:	
	Contact Email:	
	Contact Phone:	
	Contact Fax:	
	Address:	
	City:	
	State/Province:	
	ZIP/Postal Code:	
	Country:	
	Check Payable:	
	Tax I.D. or SS No.:	
"Client Website(s)":	http://www.sopadre.com/ http://whosyourpadre.com	

17-2

B. Engagement. Client hereby engages ARES to provide the Reservation Services, as provided in EXHIBIT B (collectively, the "**Reservation Services**"). ARES and Client acknowledge that Client intends to offer the Reservation Services to Client's customers as the end users of Client's Website(s) ("**End Users**"). Client agrees to market the Reservation Services in accordance with the terms of this Agreement through Client's Website(s) and to expose the Reservation Services that are linked from the URL(s) listed in Section A (Client Information) above. Additional websites may be added to the list of Client Websites under this Agreement upon the written agreement of both parties.

C. Incorporation of Exhibits; Standard Terms and Conditions. This Agreement, as defined hereunder, includes the following attached exhibits, which are hereby incorporated into this Agreement by reference (collectively, the "**Exhibits**"):

EXHIBIT A – PROPOSAL TERMS;

EXHIBIT B – RESERVATION SERVICES;

EXHIBIT C – FEE SCHEDULE;

EXHIBIT D – COMPENSATION MATRIX AND PAYMENT SCHEDULE

EXHIBIT E – INCLUDED SERVICES

EXHIBIT F – SUPPLEMENTAL SERVICES AGREEMENT; and

EXHIBIT G – ARES STANDARD TERMS AND CONDITIONS OF SERVICE.

By signing below, the parties acknowledge and agree to all of the terms and conditions of this Agreement and the Exhibits attached hereto, including, without limitation, the ARES Standard Terms and Conditions of Service set forth on EXHIBIT G. This Agreement constitutes an offer to Client that expressly limits Client's acceptance to the terms and conditions of this Agreement, and any different or additional terms contained in any related request for quotation, purchase order, confirmation, or similar form submitted by Client shall have no force or effect. Each party represents and warrants that it has the requisite power and authority to sign and deliver this Agreement, and to perform its obligations hereunder, and that the person whose signature appears on this Agreement is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as set forth below, as of the Effective Date.

CLIENT:	ARES:
Signed by: _____	Signed by: _____
Name: _____	Name: _____
Title: _____	Title: _____

17-3

EXHIBIT A PROPOSAL TERMS

South Padre Island CVB – aRes Travel Booking Engine Program Proposal

Lodging Property Inventory Source

- GDS Hotels
 - 0% Commission for hotels booked through the GDS via South Padre Island CVB websites.
 - GDS will provide a no commission fee to the Lodging Members. aRes keeps consumer facing booking fee for GDS reservations for call center bookings (\$5.99 per night/\$50 cap)
- Extranet Hotels
 - Properties not available through the GDS, may choose to be part of the aRes Extranet to make themselves available to be booked through the aRes booking engine. Additional content development, maintenance, and training is required for those properties to participate and can be available for \$150/per property.
 - 0% Margin on Extranet reservations for hotels booked through the South Padre Island CVB websites.
 - Extranet Lodging properties required to sign aRes Travel Participation Agreement.
 - Property can be packaged and offer deals (standard hotel margins/commissions apply)

Included Services

- Google Analytics Integration
- Booking Engine Template Development/Edits (2 Included)
- Booking Widget Development/Edits (2 Included)
- Web Site Tracking IDs (5 Included)
- Call Center Setup
- Call Center Tracking IDs (2 Included)
- Toll Free Dedicated Phone Number (2 Included)
- Attraction build outs (5 Included)
- Custom Sub-Domain - \$250 (New or Renewal every 3rd year)
- Development of all South Padre Island CVB lodging members (dependent on access to property content through the South Padre Island CVB). - \$150/per property Extranet set-up fee not included (see Exhibit F)

Program Costs (See Exhibit C)

Program Benefits

- No commission distribution channel to all South Padre Island CVB lodging properties
- One stop shop for Lodging, Activity, Deals, Package, Air and Car Reservations
- Provides superior consumer experience
- Captures all Consumer Contact and Transaction Data
- Improves SEO
- Supports SEM and other Interactive Marketing
- Branded Call Center
- Extends South Padre Island CVB Brand

EXHIBIT B
RESERVATION SERVICES

"Reservation Services" means the reservation services provided under this Agreement by ARES, as specified below, and all related bookings (airfare, hotel, car or activity tickets) made through the ARES online booking engine. Client hereby engages ARES, and ARES agrees to provide, one or more of the following Reservation Services, as specified by Client by placing an [X] in the box opposite each Reservation Service that Client accepts, in accordance with the terms and conditions of this Agreement:

RESERVATION SERVICES:

- ☒ A. Airline Reservation Service
- ☒ B. Activity Ticket Reservation Service (Attractions, Tours & Activities)
- ☒ C. Hotel Reservation Service
- ☒ D. Car Rental Reservation Service
- ☐ E. Group Reservation Service

**EXHIBIT C
FEE SCHEDULE**

The fee for the Reservation Services, subject to the proposal terms in Exhibit A and outlined in Exhibit E, shall be \$15,000 per Contract Year. The total fee for the first Contract Year shall be due and payable Net 30 Days from the Effective Date of this agreement and the total fee for each subsequent year shall be due and payable Net 30 Days from each subsequent anniversary of the Effective Date of this agreement.

EXHIBIT D
COMPENSATION MATRIX AND PAYMENT SCHEDULE

The following Compensation Matrix and Payment Schedule list the type of Reservation Service and corresponding Commission Percentage applicable to each Qualifying Sale transaction:

Reservation Service Online Bookings	Percentage (%) Payable to Client per transaction for Consumed Reservations
Airline Reservation Service	50% of Booking Fees
Activity Ticket Reservation Service	40% of Net Revenue
Hotel Reservation Service: (a) Commissionable Hotel Sales (b) Net Hotel Sales	N/A
Car Rental Reservation Service	50% of Collected Commissions

Reservation Service Telephone Bookings	Percentage (%) Payable to Client per transaction for Consumed Reservations
Airline Reservation Service	25% of Booking Fees
Activity Ticket Reservation Service	20% of Net Revenue
Hotel Reservation Service: (a) Commissionable Hotel Sales (b) Net Hotel Sales	N/A
Car Rental Reservation Service	25% of Collected Commissions

**EXHIBIT E
INCLUDED SERVICES**

Analytics Integration (Google)

Booking Engine Template (2 Included)

Booking Widget (2 Included)

Call Center Setup

Custom Sub-Domain (\$250 - Renewal every 3rd year)

Call Center Site ID (2 Included)

Toll Free Dedicated Phone Number (2 Included)

Web Site ID (5 Included)

Attraction Content Development (5 Included)

Import of non-native South Padre Island CVB lodging partners (\$150/per property Extranet set-up fee not included (see Exhibit F)

Package Content Development (5 Included – see terms under Exhibit A)

EXHIBIT F SUPPLEMENTAL SERVICES AGREEMENT

Additional web design and interactive marketing services (other than those included in Exhibit D) are available to our clients for a fee. By signing below, Client hereby engages ARES, and ARES agrees to provide, one or more of the following supplemental services (collectively, the **"Supplemental Services"**), as specified by Client by placing an [X] in the box opposite each Supplemental Service that Client accepts, for the price and on the payment terms set forth below, and otherwise in accordance with the terms and conditions of this Agreement:

PAID SUPPLEMENTAL SERVICES & FEES:

- ☐ Analytics Integration Third Party (Non-Google) - \$1000 Initial Configuration
- ☐ Analytics Integration - Google Analytics - \$250
- ☐ Banner Design - \$500 per design
- ☐ Booking Engine Template/Re-skin (Each Additional) - \$750
- ☐ Booking Widget (Each Additional) - \$750
- ☐ Branded Email Marketing Template Design & Development - \$1,000
- ☐ 3rd Party Call Center Setup - \$750
- ☐ Call Center - Toll Free Dedicated Phone Number (Each Additional) - \$250
- ☐ Custom Call Center Greeting (Each Additional) - \$75
- ☐ Content Development (Online copywriting/editing) - \$100 per hour
- ☐ Consulting - Integration (Client or Agency) - \$100 per hour
- ☐ Custom Affiliate Reports - \$250 per Report
- ☐ Custom Sub-Domain - \$250 (New or Renewal every 3rd year)
- ☐ E-Mail Campaign - \$750 + \$.02 per Recipient
- ☐ Facebook Booking Engine Integration (Each Additional) - \$500
- ☐ Facebook / Twitter Design Customization - \$1,000
- ☐ Landing Page Development - \$1,200
- ☐ In-Market Product Development, Visit, Community Engagement (Hotels & Attractions) - Quote
- ☐ Attraction Contracting, Content Development, and Annual Maintenance - \$250 per attraction
- ☐ Extranet Property Content Development - \$150 per property
- ☐ Package Content Development - \$100 per Package
- ☐ Paid Search Campaign and Management - \$100 per hour (25 hr. minimum, media spend not included)
- ☐ Referral Cards (1000) - \$150 Design and Print
- ☐ Social Media Campaign Creation and Management - \$100 per hour (25 hr. min., media spend not included)
- ☐ Search Engine Optimization Consulting - \$100 per hour (25 hr. minimum)
- ☐ Web Site ID (Each Additional) - \$75
- ☐ Web Site Design, Marketing Microsite - Please ask for a Quote
- ☐ Web Site Design and Development (Complete web site with CMS, Booking Engine Integration included) - Please ask for a detailed Quote
- ☐ Other: _____ - \$ _____

Total Fees \$ _____

- ☐ Client agrees to pay for the above Supplemental Services at 50% up front / 50% at completion.
- ☐ Client agrees to pay for the above Supplemental Services at 100% up front.

CLIENT: Signed by: _____ Name: _____ Title: _____ Date: _____	ARES: Signed by: _____ Name: _____ Title: _____ Date: _____
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17-9

EXHIBIT G

ARES STANDARD TERMS AND CONDITIONS OF SERVICE

1. PRIVATE LABEL WEBSITE. Client agrees, with the approval of ARES and subject to the terms and conditions of this Agreement, to promote the Reservation Services as set forth in this Agreement.

1.1 Private Label Website. In consultation with Client, ARES will use commercially reasonable efforts to create, develop and maintain a Website (the "**Private Label Website**") in accordance with the provisions of this Agreement that allows End Users to access and book the Reservation Services through such Private Label Website.

1.2 Display of ARES Information. In connection with all Reservation Services made available for booking or otherwise listed on or linked from the Client Websites, Client will display the appropriate trademark or copyright designation for ARES, the ARES terms and conditions, seller of travel designations if required, FAQ and customer support pages, the cancellation policies, rules, disclosures, regulations, rates, prices, taxes, tax recovery charges, service fees and other charges and fees offered through the Reservation Services, without revision, deletion or change of any sort whatsoever.

1.3 Marketing of Site. Client will market the Private Label Website to End Users.

1.4 Communications with Clients. ARES will be responsible for End User care and support issues related to the Reservation Services. Client will provide commercially reasonable cooperation, at ARES's (or applicable third party customer service center's) request, to facilitate such client care and support. Without limiting the generality of the foregoing, Client will immediately: (a) transmit to its End Users, without revision, deletion or change of any sort, all information transmitted by ARES (e.g., booking confirmation e-mails and other client support communications); and (b) transmit to ARES (or a third party customer service center) all communications, without revision, deletion or change of any sort, received from End Users relating to the Reservation Services (e.g., booking requests and other End User service inquiries).

2. RESERVATION SERVICES. Subject to the terms and conditions of this Agreement, and solely for purposes of providing End Users with access to the Reservation Services to view, make or cancel reservations through a Web Page (as defined below), ARES hereby grants Client, during the term of this Agreement, a worldwide, non-transferable, non-sublicensable, non-exclusive, limited, revocable right and license to (a) publicly display the Links, and (b) access, publicly display and use the Reservation Services. Client shall participate in all Reservation Services as indicated on EXHIBIT B. Reservation

Services may be updated by ARES from time to time. All reservations requested by End Users are subject to acceptance by ARES in accordance with ARES policies then in effect.

3. WEB PAGES. The term "**Web Page**" shall mean each of the web pages of Client corresponding to the Uniform Resource Locator ("**URL**") listed as a Client Website in Section A (Client Information) above. Client agrees to promptly notify ARES in writing of any change in such URLs.

4. CUSTOMIZATION. Client shall be responsible for providing any and all headers, footers, trademarks, service marks, logos, copyright materials, designs, artwork, and any other content required by ARES for inclusion on the Private Label Website(s) (collectively, "**Client Content**"). After receipt of Client's complete Client Content, ARES will make the Private Label Website(s) and/or Links available. Client hereby represents and warrants to ARES that Client owns and has all rights necessary to grant ARES access to the use and display of the Client Content, in accordance with the terms of this Agreement and transactions contemplated hereby, and Client hereby agrees to defend, indemnify and hold ARES and its affiliates, officers, directors, shareholders, and representatives harmless from and against any and all claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorneys' fees and expenses) arising from a breach of the foregoing representation by Client or relating to any third-party claim that Client's Content infringes the intellectual property rights of such third party, or arising from any violations by Client of Section 8 (Use of Intellectual Property), Section 9 (No Offensive Content or Conduct), Section 11 (End Users), or Section 12 (Confidentiality).

5. INTENTIONALLY OMITTED

6. SUPPLEMENTAL SERVICES. ARES offers certain supplemental services, some of which are provided at no additional cost to Client and some of which are provided at additional cost to Client. The services which are provided at no additional cost to Client are set forth in Exhibit E – Included Services. The services which are provided at an additional cost to Client are set forth in Exhibit F – Supplemental Services Agreement (as defined on Exhibit F, the "**Supplemental Services**"). Client may engage ARES to provide certain Supplemental Services, for such price and payment terms on which the parties may mutually agree, by completing and mutually executing Exhibit F – Supplemental Services Agreement. Client will not be billed for any Supplemental Services without first executing the Supplemental Services Agreement.

17-10

7. COMPENSATION. Client agrees to pay ARES according to the terms set forth on EXHIBIT C - Fee Schedule. During the term of this Agreement and except as otherwise provided herein, ARES agrees to pay Client an amount equal to Client's Commission Percentage corresponding to each applicable Qualifying Sale transaction hereunder, the net proceeds from which ARES actually collects and receives, as set forth on EXHIBIT D - Compensation Matrix and Payment Schedule, less all Applicable Charges ("**Commissions**"). Commissions for undisputed amounts due Client shall be paid by ARES no later than the fifteen (15th) day of each month, with respect to all amounts actually collected and received by ARES from Qualifying Sales consumed during the previous month. Notwithstanding any term or provision of this Agreement to the contrary, in no event shall ARES be obligated to pay any Commissions on Client bookings that are not actually consumed by End Users or from which ARES does not actually collect and receive the net proceeds therefrom.

8. USE OF INTELLECTUAL PROPERTY. Client hereby grants to ARES a royalty-free, worldwide, non-exclusive, and fully paid-up license, during the term hereof, to access, use and publicly display the Client Content on the Web Pages and on all Client Private Label Website(s), and otherwise in connection with, and in furtherance of, all Reservation Services to be provided hereunder.

8.1 Use. The use by ARES of the Client Content in any manner not contemplated hereby is prohibited unless otherwise approved in writing in advance by Client.

8.2 Intellectual Property. With the sole exception of the Client Content, all right, title, and interest, including, without limitation, any and all copyright, patent, trade secret, trademark and other intellectual property rights in and to the Links, Private Label Website(s), the Reservation Services and all content ARES creates in connection with the same under United States law and any applicable foreign laws shall be owned by and remain in ARES, exclusively, or by the ARES respective Supplier, where applicable. All rights, title and interest, including without limitation, any and all copyright, patent, trade secret, trademark and other intellectual property rights in and to any and all Client Website(s), End User databases ("**Databases**"), and Client Content provided by Client to ARES under this Agreement shall be owned by and remain in Client, exclusively, or by the Client respective Supplier, where applicable. Without limiting the generality of the foregoing, Client agrees not to modify the substance of any Reservation Services or data retrieved or resulting from such services ("**Retrieved Data**"); provided, however, that Client may modify the presentation of the Retrieved Data solely for placement on Client's Web Pages and in a manner

that is consistent with this Agreement. Client agrees not to use any Retrieved Data in any Web Page that does not use the Reservation Services or in any other portion of Client's business that uses a booking tool other than the Reservation Services. Client agrees that it will not create, utilize, participate in or knowingly permit the occurrence of non-manual repetitive search requests of the Retrieved Data or Reservation Services.

8.3 Unauthorized Use. Each party acknowledges and agrees that in addition to any other right the other party may have at law or in equity, each party shall be entitled to petition for an injunction or other equitable relief to prevent any unauthorized use by the other party of: (i) in the case of ARES, the Private Label Website(s), Links, Reservation Services, Retrieved Data or any intellectual property or proprietary information of ARES; and (ii) in the case of Client, the Databases, Client Content or any other intellectual property or proprietary information of Client.

9. NO OFFENSIVE CONTENT OR CONDUCT. Each party agrees to abide by all local, state, national and foreign laws in connection with the performance of its rights and obligations under this Agreement with respect to prohibiting or regulating offensive content on the Internet. Client, however, agrees to assume full and exclusive responsibility for all Client Content, images, third party links and representations on Client's Websites and Web Pages. Client covenants and agrees that: (a) Client's Websites and Web Pages shall not contain any content that promotes or engages in illegal activities, is sexually explicit, obscene, violent or otherwise deemed offensive, or is libelous or invasive of another's privacy ("**Offensive Content**"); (b) it shall not use URLs or transmit any material through or on the Links, Client's Website(s) or Web Pages that may infringe the intellectual property rights of a third party; (c) it shall not knowingly transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as "Trojan" horses, worms, time bombs, and cancelbots; (d) it shall not hack into or otherwise knowingly harm the Private Label Website, any Website of ARES or its Suppliers, or any servers or networks connected to the Private Label Websites, Reservation Services or Retrieved Data; (e) it shall not engage in any illegal or unethical search engine optimization practices; (f) it shall obtain all content on its Web Pages in a lawful manner; and (g) it shall comply with all ARES requirements posted on ARES Websites, or otherwise communicated to Client by ARES.

10. LIABILITY FOR ERRORS. Client shall assume full responsibility for any reservation errors or any other errors that are caused by any acts or omissions of Client (or on Client's behalf by a third party other than ARES or ARES's agents) including, without limitation, any technical or programming errors. If

ARES incurs any expenses resulting from such errors or in remedying such errors (including, without limitation, expenses paid by ARES to its third party Suppliers for booking errors), Client agrees to fully reimburse ARES for all such expenses.

11. END USERS. Use of the Private Label Website by End Users is governed by the posted privacy policy ("**Privacy Policy**") and any applicable terms and conditions (including, for example, cancellation and refund policy) specific to the particular Reservation Service (collectively, the "**T&Cs**"). Client shall not modify any Privacy Policy or T&Cs that relate to the products and/or services being sold via any particular Reservation Service without the prior written approval of ARES. To the extent allowed by such Privacy Policies, T&Cs and applicable law, and solely as between Client and ARES, Client and ARES shall jointly own all personally identifiable information of End Users (such as End Users' names, addresses, and credit card billing information collected by Client or ARES through the Reservation Services or Private Label Website (collectively, the "**End User Information**")), and the parties acknowledge that all such End User Information being collected is being collected on behalf of and for the benefit of Client and ARES; ARES shall have the right to use such End User Information in processing the underlying transaction and for related recordkeeping. Each party shall be fully responsible for complying with the applicable Privacy Policy and T&Cs.

12. CONFIDENTIALITY. Each party hereby agrees to protect the other party's confidential information that comes into its possession, from improper use and unauthorized disclosure to third parties, utilizing the same degree of care such party uses to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each Party further agrees to use the confidential information only for the purposes authorized in this Agreement and to not disclose the same to any third party, other than for such purposes. Notwithstanding anything in this Agreement to the contrary, ARES may provide End User Information to the particular vendor, publisher, or Supplier of any product or service ordered by such End User and to any third party intermediary who requires such End User Information to fulfill or otherwise process the transaction underlying such order, or to provide fraud analysis, billing, delivery, or storage services related to such transaction and for other purposes deemed reasonable by ARES. As used herein, "**Confidential Information**" means: (i) the terms and conditions of this Agreement; (ii) all information relating to either party's business including but not limited to any information relating to the Reservation Services, guest and Client information of either party (and their names, travel, membership and usage data, including all records and files pertaining thereto), booking information, transaction volumes, and marketing plans and

strategies, methods and travel service provider relationships, product plans, product prices, employees, business opportunities or personnel; and (iii) all information disclosed (whether such disclosure is intentional or not) to or learned by a party; provided, however, that Confidential Information will not include information which (a) is generally available in the public domain through no action or inaction of the receiving party; (b) was already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records prior to the time of disclosure; (c) is obtained by the receiving party from an independent third party that is under no obligation of confidentiality to a party regarding the information; or (d) is independently developed by the receiving party without use of or reference to materials provided by the disclosing party. Client acknowledges and agrees that ARES utilizes third-party technology providers and Suppliers and in many cases such Confidential Information will not be in the possession of ARES but will be transmitted directly to ARES' technology providers and Suppliers.

13. TERM. Unless terminated earlier in accordance with the provisions set forth in this Agreement, the term of this Agreement shall begin as of the Effective Date hereof and shall continue for a period of three (3) years. Upon expiration of such initial term, the term of this Agreement shall be automatically renewed for successive periods of one (1) year each, unless terminated by either party at least ninety (90) days before the end of such initial term or any successive renewal term thereafter.

14. TERMINATION. Notwithstanding any other term or provision of this Agreement to the contrary, ARES may terminate access to all or any portion of the Reservation Services immediately and without prior notice upon termination of any agreement between ARES and an ARES Supplier; provided that, ARES will first attempt to source an alternative Supplier before terminating the Reservation Service. Furthermore, except as specifically provided below, ARES may suspend or terminate this Agreement, or ARES may suspend or terminate access to all or any portion of the Reservation Services, immediately upon written notice to Client, in the event that: (a) Client fails to pay the Fee in advance, as set forth in Section 7 Compensation and further described in EXHIBIT C – FEE SCHEDULE; (b) it is determined by ARES that ARES or the Reservation Services or Client or any Client Website infringes the intellectual property rights of any third party or violates any provision in Section 8 (Use of Intellectual Property), Section 9 (No Offensive Content or Conduct), Section 11 (End Users), or Section 12 (Confidentiality); (d) Client knowingly violates any material provision of this Agreement or any credit card rules and policies delivered to Client by ARES; or (e) Client uses or permits the use of the Private Label Website, Retrieved Data, Databases, End User Information or Reservation Services for any

17-12

improper or illegal purpose or any purpose not authorized by this Agreement.

15. MATERIAL BREACH. In addition to the above provisions authorizing termination, either party will have the right to terminate this Agreement after a material breach of this Agreement by the other party that has not been cured within thirty (30) days after the date that the breaching party received written notice from the other party of the breach.

16. INTENTIONALLY OMITTED.

17. REPRESENTATION AND WARRANTIES. Each party represents and warrants that it (i) has the right, power and authority to enter into this Agreement and to perform all of its respective obligations under this Agreement, (ii) that this Agreement constitutes a valid and legally binding obligation of the of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or relating to the enforcement of creditors' rights generally, and general equitable principles, and (iii) that the performance of such obligations shall not conflict with or result in a breach of any agreement to which it is a party or is otherwise bound. Client further represents and warrants that it shall not make any representations or warranties to End Users about the Reservation Services, Retrieved Data, Databases, or Links, other than those expressly authorized by ARES in writing.

18. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, EACH PARTY MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR TITLE. EACH PARTY MAKES NO WARRANTY THAT THE RESERVATION SERVICES, THE PRIVATE LABEL WEBSITE, THE LINKS, THE WEB PAGES, OR THE DATABASES WILL BE CONTINUOUSLY AVAILABLE OR ERROR-FREE OR COMPLETELY SECURE, OR THAT ANY DEFECTS IN THE RESERVATION SERVICES, THE PRIVATE LABEL WEBSITE, THE LINKS, THE WEB PAGES, OR DATABASES WILL BE CORRECTED.

19. LIMITATION OF LIABILITIES AND RISK OF INTERNET USAGE. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR

ANTICIPATED PROFITS, LOST PROFITS, OR LOSS OF DATA OR USE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF ANY PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 4, IN NO EVENT SHALL THE AMOUNT OF DAMAGES PAYABLE BY EITHER PARTY FOR ANY BREACH OF THIS AGREEMENT OR ANY DAMAGE OR INJURY RESULTING FROM THE PROVISION OF THE RESERVATION SERVICES EXCEED THE SUM OF \$10,000.

20. COMPATIBILITY UPDATES. Client acknowledges and agrees that it shall be solely responsible (at its own expense) for determining whether its systems are compatible with the Private Label Website and Reservation Services, for providing all software necessary for use thereof and for all maintenance of its systems. ARES will make information necessary to determine the foregoing available to Client upon reasonable request.

21. MODIFICATION OF RESERVATION SERVICE PROGRAMS. ARES may add, delete or otherwise modify any of the Reservation Services. If any material modification is unacceptable to Client, Client may (a) refuse (if feasible or practicable, as reasonably determined by ARES) the portion of the Reservation Services affected by the modification, or (b) if refusal is not feasible or practicable, as reasonably determined by ARES, terminate this Agreement by notifying ARES in writing within ten (10) days after receipt of notice of such modification. Client's failure to act within such ten (10) day period shall constitute Client's binding acceptance of the modification. In the event of a modification of any Reservation Service or the Private Label Website, as provided above or pursuant to the mutual written agreement of the parties as provided in Section 30 (Interpretation; Modification), which modification would require a critical change in Client's Website, Client agrees to make such critical change within 30 days of receiving notice from ARES, and the failure to make such change in a timely manner shall be a material breach of this Agreement. Without limiting the foregoing, and by way of example, a material change would include changes required to be implemented by Private Label Website clients, such as changes required in processing credit card transactions.

22. FORCE MAJEURE. Neither ARES, nor Client will be liable for any delay or failure in performance under this Agreement due to any cause beyond its reasonable control, such as war, insurrection, terrorist attack, acts of nature, including storms, flood, fire,

10-13

earthquake, power and energy shortages or rolling blackouts, or similar events.

23. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and all matters or issues related to this Agreement shall be governed by and construed under the laws of the State of California without application of principles of conflicts of laws. Each of the parties irrevocably and unconditionally agrees that any legal proceeding arising out of or relating to this Agreement shall be brought solely in the State and Federal Courts located in or for San Diego County, California, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court in any proceeding.

24. ASSIGNMENT. Client may assign this Agreement without the prior written consent of ARES, provided Client first notifies ARES of any such assignment and Client's assignee agrees to assume and be bound by all of the terms and conditions of this Agreement. ARES may assign this Agreement in connection with any sale of all or substantially all of the assets of ARES, or in connection with any merger, reverse merger, or sale of the outstanding capital stock of ARES, or any portion thereof, without the prior written consent of Client. Except as provided above, however, AREAS may only assign this Agreement to a third party following receipt of Client's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

25. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, then such provision shall be amended and construed to reflect the intentions of the parties to the extent allowed by applicable law, or deleted from this Agreement, and the other provisions shall remain in full force and effect. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision, unless such waiver is in writing and is executed by the party against whom such waiver is claimed.

26. NOTICES. Any notice required or permitted under this Agreement shall be given in writing and shall be delivered: (i) by hand delivery; (ii) by facsimile (with confirmation of receipt of successful transmission);

(iii) by overnight express mail; or (iv) certified or registered U.S. mail (with postage paid and return receipt requested). Notices shall be effective, in the case of (a) hand delivery or facsimile transmission, upon receipt, (b) overnight express mail, on the next business day after timely delivery to a recognized overnight delivery service, and (c) U.S. mail, upon the third business day after deposit with the U.S. postal service. Notices shall be delivered to each party at its respective facsimile number or address specified in this Agreement, or at such other facsimile number or address as such party may specify by written notice to the other in accordance with the terms hereof.

27. THIRD PARTY BENEFICIARY. Client and ARES are independent contractors, and nothing in this Agreement shall be construed to create any joint venture, franchise, agency, partnership or any other relationship between Client and ARES other than that of independent contracting parties. ARES and Client agree that there is no third party beneficiary to this Agreement, including, but not limited to, Suppliers or End Users.

28. INTENTIONALLY OMITTED .

29. ENTIRE AGREEMENT. This Agreement, together with the Exhibits hereto (incorporated herein by reference), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the parties.

30. INTERPRETATION; MODIFICATION. The section headings in this Agreement are for convenience only and have no legal or contractual effect. This Agreement: (i) may be executed in any number of original or facsimile counterparts, each of which, when executed by both parties to this Agreement, shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; and (ii) except as provided in Section 21 (Modification of Reservation Service Programs) may not be amended or modified unless such amendment or modification is in writing and signed by both parties.

17-14

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

MEETING DATE: June 5, 2013

EXECUTIVE SESSION

ITEM DESCRIPTION

Pursuant to TEXAS GOVERNMENT CODE, Section 551.071, Consultation with Attorney; Section 551.072, Deliberations about Real Property; an Executive Session will be held to discuss:

- a. Discussion of purchase, exchange, lease or value of real property.

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

MEETING DATE: June 5, 2013

NAME & TITLE: Council Members

DEPARTMENT: City Council

ITEM

Discussion and action regarding purchase, exchange, lease or value of real property.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

NO: _____
NO: _____

Comments:

RECOMMENDATIONS/COMMENTS