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, DECEMBER 1, 2010

5:30 P.M. AT THE MUNICIPAL BUILDING,
JOYCE H. ADAMS BOARD ROOM, 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: Native Plant of the Month for December 2010: Christmas Berry (or Carolina Wolfberry) (Scientific name: Lycium carolinianum)
   b. Proclamation: Children's Book of the Month for December 2010: *"A Very Marley Christmas"* by John Grogan
   c. Presentation by HEB for the Keep Texas Beautiful Green Bag Grant

5. Approve Consent Agenda:

   a. Approve minutes of November 17, 2010 Special and Regular meeting. (Hill)
   b. Approve invoices for payment. (Homan)
   c. Approve Second and Final Reading of Ordinance No. 10-31 amending Chapter 2 of the Code of Ordinances by providing for the change or establishment of all fees imposed for services by the City. (Homan)

6. Discussion and action regarding nomination for the Rio Grande Valley Walk of Fame. (Clarke)

7. Discussion and action to authorize the City Manager to sign a multi-year Interlocal Agreement with Cameron County and the Texas Department of Motor Vehicles in accordance with the Texas Transportation Code to deny registration or re-registration of vehicles if the registered owner has a warrant for delinquent Class C misdemeanor traffic offenses for failure to appear or resolve cases as provided in Chapter 702 – Texas Transportation Code. (Delgado)

8. Discussion and action to establish the budget for the Construction in Progress Fund (Fund 45) and appropriate funds for the construction and related costs of the new Fire and Emergency Services Station. (Homan)

9. Discussion and action on approval of First Reading of Ordinance No. 10-33 amending the Planned Development District Standards Specifications and Zoning for The Shores Subdivision of South Padre Island (July 20, 2010). (Vasquez)

10. Discussion and action to reconsider action taken by the City Council on November 17, 2010 regarding the prescriptive easement on property known as the "Schwartz Tract" located north of the Sheraton Hotel. (Pinkerton)

11. Discussion and action on developing an alternate use for Coastal Management Program grant. (Trevino)

12. Discussion and action to approve Resolution No. 2010-31 authorizing the South Texas Aggregation Project, Inc. (STAP) to negotiate an extension to the current electric supply and necessary related services agreement with next era for a fix price per kwh that is lower than contract rates for 2011-2013, said extension to continue until December 31, 2018; authorizing STAP to act as an agent on behalf of the city to enter into a contract for electricity; authorizing the chairman of STAP to execute an extension to the current electric supply agreement for deliveries of electricity effective January 1, 2011 or as soon after finalization of a contract as possible; committing to budget for energy purchases and to honor the city's commitments to purchase power through STAP for its electrical needs through December 31, 2018. (Homan)

13. Discussion and action to approve Resolution No. 2010-32 to request the TxDOT District Engineer include the redesign and reconstruction of Padre Boulevard, a multi-modal transportation network, into the 2011-2014 Statewide Transportation Improvement Plan (STIP). (Vasquez)

14. Discussion and action to approve the following items associated with the construction of the Palm Street Boat Ramp and Tompkins Channel Dredge Project. (Fry)

    a. Execution of a Coastal Lease for the re-construction of the Palm Street Boat Ramp.
    b. Award of contract for the re-construction of the Palm Street Boat Ramp.
    c. Review and update of Tompkins Channel Dredge Project.

15. Discussion and action to approve First Reading of Ordinance No. 10-32 amending Chapter 4 and 15 of the Code of Ordinances to substitute the Development Standards Review Task Force for the name and for all the functions of the Development Plan Review Board and change the membership on the Board from nine (9) members to seven (7), and change any reference to Board of Aldermen to City Council. (Cunningham)

16. Discussion and action regarding the method and process used to conduct market surveys regarding employee pay rates. (Delgado)

17. Discussion and action regarding the extension of City Manager Contract and approve COLA increase to the City Manager's salary. (Council)

18. 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 23RD DAY OF NOVEMBER, 2010

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 **NOVEMBER 23, 2010**, AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

SOUTH PADRE ISLAND

Susan M. Hill, City Secretary

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

Item No. 5

CITY COUNCIL MEETING
CITY OF SOUTH PADRE ISLAND
CONSENT AGENDA

MEETING DATE: December 1, 2010

ITEM DESCRIPTION

NOTE: All matters listed under Consent Agenda are considered routine by the Town of South Padre Island Board of Aldermen 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 November 17, 2010 Special and Regular meeting. (Hill)
b. Approve invoices for payment. (Homan)
c. Approve Second and Final Reading of Ordinance No. 10-31 amending Chapter 2 of the Code of Ordinances by providing for the change or establishment of all fees imposed for services by the City. (Homan)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

Item No. 5a

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL WORKSHOP
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Susan Hill, City Secretary

ITEM

Approve minutes of November 17, 2010 Special and Regular meetings.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

Approve minutes.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

MINUTES
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL SPECIAL MEETING

WEDNESDAY, NOVEMBER 17, 2010

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Special Meeting on Wednesday, November 17, 2010 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Pinkerton called the meeting to order at 3:00 p.m. A full quorum was present: Council Member JoAnn Evans, Courtney Hayden, Sam A. Listi, Rick Ridolfi and Alita Bagley.

City staff members present were City Attorney Paul Cunningham, City Manager Joni Clarke, Assistant City Manager Darla Jones, Fire Chief Burney Baskett, Public Works Director Scott Fry, Police Chief Randy Smith, Transit & Development Director Rick Vasquez, Coastal Resources Manager Reuben Trevino and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE

Mayor Pinkerton led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS

IV. DISCUSSION AND ACTION TO EITHER RETAIN OR ABANDON PRESCRIPTIVE EASEMENT ON PROPERTY KNOWN AS THE "SCHWARTZ TRACT" LOCATED NORTH OF THE SHERATON HOTEL. (JONES)

After much discussion, Council Member Ridolfi made a motion to exchange the prescriptive easement on property known as the "Schwartz Tract" located north of the Sheraton Hotel for a 3 ft. easement along the southbound relying for the 301 ft. adjacent to the 10 ft. public easement and the City develop the easement to handle the emergency and routine operations including the adjustment of the seawall at the end.

Motion carried on a 5 to 0 vote with Council Member Listi abstaining from the discussion and vote due to conflict of interest.

V. DISCUSSION AND ACTION REGARDING THE DESIGN, LOCATION, FACILITIES AND DEVELOPMENT STANDARDS FOR BEACH ACCESSES AND PROVIDE GUIDANCE TO STAFF REGARDING THE GAY DAWN BEACH ACCESS. (TREVINO)

During the course of the discussion regarding the development of the Gay Dawn beach access, South Padre Island resident's Ron and Karen Hermann, who owns a home next to Gay Dawn Circle, offered to fund the development of the beach access, minus the bathrooms. Council Member Listi made a motion to accept the offer provided by Mr. & Mrs. Hermann and directed staff to get with the Beach and Dune Task Force to find an

alternate solution to use the grant funds that initially were for Gay Dawn Circle. Motion was seconded by Mayor Pinkerton, which carried unanimously.

VI. DISCUSSION REGARDING THE FINALIZATION OF THE 2011 LEGISLATIVE AGENDA. (CLARKE)

Clint Smith, HillCo Partners gave an update on the political climate and changes in Legislators due to the November 2, 2010 General Election. Mr. Smith then outlined items for the agenda for South Padre Island for the 2011 Legislative Agenda. Some of South Padre Island's issues are:

- Preserve local budgeting authority and revenue sources
- Preserve local control of Land Use Planning and Zoning
- Continue to seek funds for beach re-nourishment
- Exemption on Hotel Occupancy Taxes and Gasoline taxes by governmental entities.
- Oppose efforts to change school start dates.
- Pursue funds from Texas Department of Transportation for expanded median and sidewalks.
- Pursue grants applied for by the City and the Economic Development Corporation.
- Pursue artificial reef offshore from the City of South Padre Island.
- Pursue a Marine Science Academic Center.
- Improve Bay access and planned yearly dredging.
- Pursue funding for Birding Center projects.
- Pursue building of new causeway.
- Obtain funding for Nature Center Aquarium at South Padre Island
- Monitor the replenishing of the Texas Windstorm Fund
- Beach and dune maintenance, trash issues and parking.
- Monitor gambling issues.
- Pursue funds for trash maintenance on Queen Isabella Causeway.
- Investigate possible changing uniform election date which typically falls on Mother's Day weekend.
- Oppose any efforts by cable companies to do away with franchise and right of way fees.
- Pursue funding for a world class marina on South Padre Island.

VII. ADJOURN.

There being no further business, Mayor Pinkerton adjourned the meeting at 4:43 p.m.

_____

Susan M. Hill, City Secretary

APPROVED

_____

Robert N. Pinkerton, Jr., Mayor

MINUTES
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL REGULAR MEETING

WEDNESDAY, NOVEMBER 17, 2010

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, November 17, 2010 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 full quorum was present: Council Member JoAnn Evans, Courtney Hayden, Sam A. Listi, Rick Ridolfi and Alita Bagley.

City staff members present were City Attorney Paul Cunningham, City Manager Joni Clarke, Assistant City Manager Darla Jones, CVB Executive Director Dan Quandt, Fire Chief Burney Baskett, Public Works Director Scott Fry, Finance Director Larry Homan, Police Chief Randy Smith, Transit & Development Director Rick Vasquez, Information Services Director Tim Howell, Administrative Services Director Wendi Delgado, Environmental Health Services Director Victor Baldovinos, Coastal Resources Manager Reuben Trevino, Building Official James Mitchim and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE

Mayor Pinkerton led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS

IV. PRESENTATIONS AND PROCLAMATIONS:

a. PRESENTATION: ENVIRONMENTAL EXCELLENCE AWARD

Council Member Evans presented Wendie Allstot with the 2010 Environmental Excellence Award and thanked her for all that she does for the environment and community.

V. APPROVE CONSENT AGENDA:

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

a. APPROVE MINUTES OF NOVEMBER 3, 2010 REGULAR. (HILL)

b. APPROVE INVOICES FOR PAYMENT. (HOMAN)

Invoices approved for payment were paid by General Fund checks numbered 118881 through 119055 for a total of $635,588.87.

c. APPROVE TAX COLLECTION AND ADJUSTMENT REPORT FOR TAXES COLLECTED IN OCTOBER 2010 BY THE POINT ISABEL INDEPENDENT SCHOOL DISTRICT TAX OFFICE. (HOMAN)

d. APPROVE ANNUAL INVESTMENT POLICY FOR THE CITY OF SOUTH PADRE ISLAND AND SOUTH PADRE ECONOMIC DEVELOPMENT CORPORATION AS PREPARED BY ESTRADA HINOJOSA FINANCIAL ADVISORS. (HOMAN)

e. APPROVE TO GIVE CITY MANAGER AUTHORIZATION TO EXECUTE CONTRACT NO. 11-024-000-4322 WITH THE GENERAL LAND OFFICE FOR GRANT FUNDS THAT WILL BE USED TO DEVELOP THE CITY'S EROSION RESPONSE PLAN. (TREVINO)

VI. DISCUSSION AND ACTION TO CONSIDER AN EXTENSION PROPOSAL AND SERVICE AMENDMENT OF CONTRACT WITH REPUBLIC SERVICES (FORMERLY ALLIED WASTE/BROWNING-FERRIS INDUSTRIES); AND/OR DEVELOPMENT OF A REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE SERVICES, WHICH INCLUDES DEFINITION OF SERVICE REQUIREMENTS. (JONES)

Council Member Ridolfi made a motion to approve an extension of service and a service amendment to include curb side recycling; and the development of a Request for Proposal for Solid Waste Services. Motion was seconded by Council Member Evans. Motion passed unanimously.

VII. DISCUSSION AND ACTION ON A REQUEST FROM WINDWATER HOTEL LOCATED AT 5701 PADRE BOULEVARD, TO ALLOW THE PAINTING OF MURAL UNDER THE "ART IN PUBLIC SPACES" DESIGNATION. (MITCHIM)

Council Member Ridolfi made a motion to disapprove the request from Windwater Hotel to paint a mural as presented. Motion was seconded by Council Member Evans. Motion carried unanimously.

VIII. DISCUSSION AND ACTION TO AUTHORIZE THE SCHEDULING OF AN INFORMATIONAL WORKSHOP ON PLANNING, FUNDING AND DEVELOPING A DEEP HARBOR PUBLIC MARINA. (EVANS)

Council Member Evans stated that a public marina facility, that supports both bay and offshore fishing, is an economic development opportunity we have not tapped into and is certainly worth exploring.

Council Member Evans made a motion, seconded by Mayor Pinkerton to authorize staff to set up a workshop with the City Council, Economic Development Council and Jeff Logue, Harbor Master from Port Aransas. Motion was amended to include the Convention and Visitors Authority Board. Motion passed unanimously.

IX. **DISCUSSION AND ACTION TO AUTHORIZE THE SCHEDULING OF AN INFORMATIONAL WORKSHOP ON THE PLANNING STRATEGIES AND MATERIALS ESSENTIAL TO SUCCESSFULLY RECRUIT RETAIL AND COMMERCIAL DEVELOPMENT. (EVANS)**

Council Member Evans made a motion to authorize staff to set up a workshop with RetailCoach and members of our community, Tri-City officials and Scott Polikov from Gateway Planning Group. Motion was seconded by Council Member Sam Listi. Motion carried unanimously.

X. **PRESENTATION AND DISCUSSION ON PROPOSED TIMELINE FOR FIRE AND EMERGENCY SERVICES STATION PROJECT. (BASKETT)**

a. CONSTRUCTION TIMELINE
b. FUNDING TIMELINE

Discussion was held, no action taken.

XI. **DISCUSSION AND ACTION TO AUTHORIZE THE WAVE STAFF TO INITIATE THE PROCESS TO CONVERT THE OLD FIRE STATION (VENUS STREET) TO A WAVE BUS MAINTENANCE FACILITY, INCLUDING SEEKING AND ACCEPTING GRANT FUNDS, ADVERTISING FOR PROFESSIONAL SERVICES, ENTERING INTO AGREEMENTS FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES, PREPARING AND ADVERTISING CONSTRUCTION BID PACKETS. FUNDING FOR THIS PROJECT WILL COME FROM TXDOT AND FTA MONIES, NO GENERAL FUNDS WILL BE USED FOR THIS PROJECT. (VASQUEZ/ARRIAGA)**

Council Member Evans made a motion to authorize staff to initiate the process to convert the old Fire Station to a Wave Bus Facility. Motion was seconded by Council Member Ridolfi. Motion passed unanimously.

XII. **DISCUSSION AND ACTION ON THE RELOCATION OF THE PUBLIC WORKS YARD PRIOR TO THE CONSTRUCTION OF THE FIRE AND EMERGENCY SERVICES STATION PROJECT. (FRY)**

Discussion was held, no action taken.

XIII. **DISCUSSION AND ACTION TO APPROPRIATE FUNDS IN THE AMOUNT OF $600,000 FOR THE REQUIRED MATCH TO THE GENERAL LAND OFFICE'S CONTRIBUTION FOR THE BENEFICIAL USE OF DREDGE MATERIAL PROJECT. (TREVINO)**

Council Member Listi made a motion to approve the appropriation of funds in the amount of $600,000 for the required match for the beneficial use Dredge Material Project in the Beach Maintenance Fund. Motion was seconded by Council Member Ridolfi, which carried unanimously.

XIV. **UPDATE AND DISCUSSION ON THE 2010-11 STREET PAVING PROJECT PHASE I. (FRY)**

a. **LOW BID FOR CONCRETE WORK**
b. **ESTIMATE FOR RESTORATION OF PAVEMENT MARKINGS**
c. **ESTIMATE FOR RESTORATION OF THE TRAFFIC SIGNAL CONTROL LOOPS**

Discussion was held, no action taken.

XV. **DISCUSSION AND ACTION TO AUTHORIZE THE TRANSFER OF UNRESTRICTED UNRESERVED FUND BALANCE IN THE AMOUNT OF $244,603.31 TO THE TRANSIT AND DEVELOPMENT SERVICES FY 2010-2011 APPROVED BUDGET TO INCREASE MISCELLANEOUS SERVICES 514-0530 PROFESSIONAL SERVICES LINE ITEM. (VASQUEZ)**

Council Member Bagley made a motion to authorize the transfer of unrestricted unreserved fund balance in the amount of $244,603.31 to the Transit and Development Services to complete the contract with Gateway Planning Group for the completion of the Entertainment District and Padre Boulevard Form Based Zoning Code. Motion was seconded by Council Member Hayden, which passed unanimously.

XVI. **DISCUSSION AND ACTION CONCERNING LINE ITEM TRANSFERS TOTALING $55,300 AND $32,460 FROM THE CONVENTION CENTRE, EVENTS MARKETING AND VISITORS CENTER 2009-10 BUDGET INTO THE MEDIA PLACEMENT AND PROFESSIONAL SERVICES LINE ITEMS IN THE SALES AND MARKETING BUDGET AND WILL NOT CHANGE THE BOTTOM LINE OF THE 2009-10 BUDGET. (QUANDT)**

a. **APPROVE LINE ITEM TRANSFER IN THE AMOUNT OF $55,300 CENTRE, EVENTS MARKETING AND VISITORS CENTER 2009-10 BUDGET INTO THE MEDIA PLACEMENT LINE ITEM IN THE SALES AND MARKETING BUDGET.**

Council Member Ridolfi made a motion, seconded by Council Member Evans to approve a line item transfer in the amount of $55,300. Motion passed on a 5 to 1 vote with Council Member Bagley casting a nay vote.

b. APPROVE LINE ITEM TRANSFER IN THE AMOUNT OF $32,460 CENTRE, EVENTS MARKETING AND VISITORS CENTER 2009-10 BUDGET INTO THE PROFESSIONAL SERVICES LINE ITEM IN THE SALES AND MARKETING BUDGET.

Council Member Ridolfi made a motion to approve the line item transfer in the amount of $32,460. Motion was seconded by Council Member Evans, which carried unanimously.

XVII. **DISCUSSION AND ACTION TO APPROVE FIRST READING OF ORDINANCE NO. 10-31 AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES BY PROVIDING FOR THE CHANGE OR ESTABLISHMENT OF ALL FEES IMPOSED FOR SERVICES BY THE CITY. (HOMAN)**

Mayor Pinkerton made a motion to approve the First Reading of Ordinance No. 10-31, seconded by Council Member Bagley. Motion carried unanimously.

XVIII. **DISCUSSION AND ACTION TO EXECUTE A COASTAL LEASE WITH TEXAS GENERAL LAND OFFICE FOR THE PURPOSE OF MAINTAINING (DREDGING) THE TOMPKINS CHANNEL. (FRY)**

Motion was made by Council Member Evans to approve the Coastal Lease with the General Land Office for maintaining the Tompkins Channel. Motion was seconded by Council Member Hayden. Motion passed on a 5 to 0 vote as Council Member Ridolfi stepped out momentarily.

XIX. **EXECUTIVE SESSION: PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.074, PERSONNEL MATTERS; TO DISCUSS:**

At 6:55 p.m., Council Member Evans made a motion, seconded by Council Member Bagley to go into Executive Session. Motion passed unanimously.

a. **DISCUSSION REGARDING A FOLLOW-UP ON THE EVALUATION OF THE CITY MANAGER.**

At 7: p.m., the City Council reconvened into Open Session.

XX. **DISCUSSION AND ACTION REGARDING A FOLLOW-UP ON THE EVALUATION OF THE CITY MANAGER.**

No action was taken, but direction was given to put as an agenda item at the next meeting: Discussion and action regarding a COLA increase for the City Manager and extension of contract.

XXI **ADJOURN.**

There being no further business, Mayor Pinkerton adjourned the meeting at 7:23 p.m.

_____
Susan M. Hill, City Secretary

APPROVED

_____
Robert N. Pinkerton, Jr., Mayor

DRAFT

Item No. 5b

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL WORKSHOP
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Larry Homan, Finance Director

ITEM

Approve invoices for payment by General Fund checks numbered 119056 through 119196 for a total of $224,907.78.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

Approve minutes.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

PACKET: 07107 Regular Payments11-19-10

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
01-016670	PRE-PAID LEGAL SVCS INC					
		I-111710	01 -2476	PREPAID LEGAL NOV. 2010 EMPLOYEE PREM	119129	14.96
		I-111710	01 -48042	MISCELLANEOUS NOV. 2010 EMPLOYEE PREM	119129	0.01-
01-1	MISC. VENDORS					
	DELEON, RENEE DOMI	I-000201011172897	01 -2424	MUN. COURT BO Bond Refund:34027A -01	119180	286.00
	TERVEEN, DAVID JAC	I-000201011172898	01 -2424	MUN. COURT BO Bond Refund:34191A -01	119181	365.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		665.95

PACKET: 07107 Regular Payments11-19-10

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
01-012125	SAM A. LISTI						
		I-102810	01 -511-0550-022	SAM LISTI	MISC. REIMBURSEMENT	119107	296.10
				DEPARTMENT 511	BOARD OF ALDERMEN	TOTAL:	296.10

PACKET: 07107 Regular Payments11-19-10

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY ADMINISTRATION 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-101110	01 -512-0540	ADVERTISING	DISPLAY AD: APP. VOLU 10/11/10	119128	78.60
		I-101110-1	01 -512-0540	ADVERTISING	LEGAL AD; ORD10-29	119128	68.78
				DEPARTMENT 512	CITY ADMINISTRATION	TOTAL:	147.38

PACKET: 07107 Regular Payments11-19-10

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
01-004241 DOUBLETREE GUEST SUITES					
	I-83282151	01 -513-0550	TRAVEL EXPENS 3 NIGHTS LODGING DEC 12-14	119089	401.63
	I-86950695	01 -513-0550	TRAVEL EXPENS 3 NIGHTS LODGING: DEC 12-14	119090	401.63
01-004406 CINDY ERICKSON					
	I-111510	01 -513-0550	TRAVEL EXPENS C/A:TRIP TO CHARLESTON SC	119092	200.00
01-007053 RODRIGO GIMENEZ					
	I-111310	01 -513-0130	WEARING APPAR PURCHASE REIMBURSEMENT	119097	24.99
	I-111510	01 -513-0550	TRAVEL EXPENS C/A: TRIP TO CHARLESTON SC	119098	200.00
			DEPARTMENT 513 FINANCE DEPARTMENT	TOTAL:	1,228.25

PACKET: 07107 Regular Payments11-19-10

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-443208-0	01 -514-0101	OFFICE SUPPLI 1-BX LSR LABELS	119060	25.24
01-016600	PT ISABEL/SO PADRE PRES					
		I-101810	01 -514-0540	ADVERTISING LEGAL NOTICE PUBLISHED 10/18/1	119128	65.50
				DEPARTMENT 514 PLANNING DEPARTMENT	TOTAL:	90.74

PACKET: 07107 Regular Payments11-19-10

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
01-002690 BRAZOS TECHNOLOGY					
	I-16667	01 -515-0415	SERVICE CONTR ANNUAL MAINTENANCE SOFTWARE	119079	1,900.00
01-019520 AT&T					
	I-110310	01 -515-0415	SERVICE CONTR PHONE BILL DATED 11/03/10	119138	759.53
01-020906 TYLER TECHNOLOGIES, INC					
	I-3342	01 -515-0415	SERVICE CONTR Incode Maint - General	119158	8,061.90
0I-022202 VALLEY MORNING STAR					
	I-111610	0I -515-0107	BOOKS & PUBLI 6 MOS. SUBSCRIPTION	119168	64.50
			DEPARTMENT 515 TECHNOLOGY DEPARTMENT	TOTAL:	10,785.93

PACKET: 07107 Regular Payments11-19-10

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
01-019641	STAPLES CREDIT PLAN					
		I-1939595001	01 -516-0101	OFFICE SUPPLI OFFICE SUPPLIES	119141	121.25
				DEPARTMENT 516 HUMAN RESOURCES	TOTAL:	121.25

PACKET: 07107 Regular Payments11-19-10

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
01-001129	A & W OFFICE SUPPLY INC					
		I-110510	01 -520-0101	OFFICE SUPPLI PLANNER FOR DEPUTY CRT CLERK	119060	20.27
01-1	MISC. VENDORS					
	JONATHAN B.FARRIS	I-201011192899	01 -520-0530	PROFESSIONAL JONATHAN B.FARRIS:JURY DUTY	119182	6.00
	MIKE HUGHES	I-201011192900	01 -520-0530	PROFESSIONAL MIKE HUGHES:JURY DUTY	119183	6.00
	DONALD EVANS	I-201011192901	01 -520-0530	PROFESSIONAL DONALD EVANS:JURY DUTY	119184	6.00
	PENNY R. GAUTREAU	I-201011192902	01 -520-0530	PROFESSIONAL PENNY R. GAUTREAU:JURY DUTY	119185	6.00
	MICHAELK.DOGGETT	I-201011192903	01 -520-0530	PROFESSIONAL MICHAELK.DOGGETT:JURY DUTY	119186	6.00
	JASON GLASCOCK	I-201011192904	01 -520-0530	PROFESSIONAL JASON GLASCOCK:JURY DUTY	119187	6.00
				DEPARTMENT 520 MUNICIPAL COURT	TOTAL:	56.27

PACKET: 07107 Regular Payments11-19-10

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
01-012103 LONE STAR UNIFORMS,INC.					
	I-192127	01 -521-0130	WEARING APPAR 2-SS TEXTROP, 1 LS TEXTROP	119106	113.70
	I-192128	01 -521-0130	WEARING APPAR PD-SS & LS SHIRTS	119106	227.40
01-016110 PADRE ISLAND'S ACE HARD					
	I-068987	01 -521-0150	MINOR TOOLS & GLASS SCRAPER, MIRROR, GLUE	119124	11.66
01-023058 WHATABURGER					
	I-761518	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	119169	3.84
	I-761519	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761521	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	7.68
	I-761524	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	26.88
	I-761525	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761526	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761527	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761528	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	119169	3.84
	I-761529	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761530	01 -52I-0571	FOOD FOR PRIS PRISONER MEAL	119169	4.94
	I-761533	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.99
	I-761534	01 -521-0571	FOOD FOR PRIS PRISONER MEAL	119169	3.84
	I-761537	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761538	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761541	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761542	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84
	I-761544	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	7.68
	I-761547	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	119169	3.84

DEPARTMENT 521 POLICE DEPARTMENT TOTAL: 453.85

PACKET: 07107 Regular Payments11-19-10

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
01-002700 BURTON AUTO SUPPLY, INC					
	I-03 909769	01 -522-0150	MINOR TOOLS & 3-BACK -UP LAMPS	119080	25.08
01-012133 LIFE - ASSIST, INC					
	I-550494	01 -522-0114	MEDICAL MISC. MEDICAL SUPPLIES	119108	894.86
01-014020 NAFECO					
	I-582815	01 -522-0428	FIRE HYDRANTS FIRE HYDRANT FLOW TEST KI	119116	560.00
01-016600 PT ISABEL/SO PADRE PRES					
	I-101810-1	01 -522-0540	ADVERTISING DISPLAY AD.OCT 18, 2010	119128	39.30
01-023124 GARY WILBURN					
	I-110110	01 -522-0550	TRAVEL EXPENS MILEAGE/MEAL REIMBURSEMENT	119176	287.46
			DEPARTMENT 522 FIRE DEPARTMENT	TOTAL:	1,806.70

PACKET: 07107 Regular Payments11-19-10
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
01-001950 B & N TRACTOR SERVICE						
	I-BN-232	01 -532-0545	LOT MOWING	MOWING @ 109 E. AMBERJACK	119073	64.00
	I-BN-233	01 -532-0545	LOT MOWING	MOWING @5901 A.HAVANA	119073	130.00
	I-BN-234	01 -532-0545	LOT MOWING	MOWING @ 5901 B.HAVANA	119073	130.00
	I-BN-235	01 -532-0545	LOT MOWING	MOWING @ 5909 A. HAVANA	119073	194.00
	I-BN-236	01 -532-0545	LOT MOWING	MOWING@5909 B. HAVANA	119073	194.00
01-007038 JOSHUA GARZA						
	I-111710	01 -532-0550	TRAVEL EXPENS	MEAL ALLOWANCE	119096	75.00
01-007073 CARLOS GONZALEZ						
	I-111710	01 -532-0550	TRAVEL EXPENS	MEAL ALLOWANCE	119099	75.00
01-016110 PADRE ISLAND'S ACE HARD						
	I-068361	01 -532-0150	MINOR TOOLS &	1-BALL H ITCH	119124	11.99
	I-068699	01 -532-0150	MINOR TOOLS &	KEYS AND KEY RING	119124	4.76
01-020211 TEXAS ACADEMY OF ANIMAL						
	I-111710	01 -532-0513	TRAINING EXPE	REGISTRATION FEE	119152	500.00
			DEPARTMENT 532	CODE ENFORCEMENT	TOTAL:	1,378.75

PACKET: 07107 Regular Payments11-19-10
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
01-001123 ADVANCE AUTO PARTS					
	C-3008	01 -540-0420-04	REPAIRS & MAI BRAKEPADS DISC PAD RETURNED	119059	24.79-
	I-2972	01 -540-0420-04	REPAIRS & MAI CERAMC DISCKPAD ,BRAKE ROTOR	119059	109.44
	I-2979	01 -540-0420-01	REPAIRS & MAI 18 QTS EA. 5W30,5W20	119059	82.44
	I-2980	01 -540-0420-03	REPAIRS & MAI 18 QTS EA 5W30, 5W20	119059	82.44
	I-2981	01 -540-0420-01	REPAIRS & MAI 1-2.5 SUV TROL JACK PD	119059	76.99
	I-3279	01 -540-0420-03	REPAIRS & MAI 12 QTS. 5W30 OIL, 12, 5W20 AAP	119059	75.36
	I-3281	01 -540-0420-01	REPAIRS & MAI 12 QTS 5W20 OIL PD	119059	27.48
	I-3396	01 -540-0420-01	REPAIRS & MAI BATTERY/ADJ. CORE. UNIT F-14	119059	44.91
	I-3743	01 -540-0420-03	REPAIRS & MAI 1-QUIET FLOW3 MUFFLER PWKS	119059	112.83
	I-6206	01 -540-0420	MOTOR VEHICLE 1-FUEL INJ. O-RING KIT	119059	5.84
01-001407 AUTO ZONE					
	I-3971878408	01 -540-0420-03	REPAIRS & MAI 10ROLLS.TOWELS,12 BRK CLNR	119070	42.70
01-002435 BOGGUS MOTOR COMPANY					
	I-238072	01 -540-0420-01	REPAIRS & MAI 1-LOCKASSY.	119077	44.43
	I-C50590	01 -540-0420-01	REPAIRS & MAI A/C REPAIRS ON UNIT F-81	119077	106.36
01-009657 JAIME'S TIRE STORE					
	I-050164	01 -540-0420-02	REPAIRS & MAI 1- DOT INSPECTION	119105	62.00
01-014030 NAPA AUTO PARTS					
	I-576739	01 -540-0420-01	REPAIRS & MAI 1-STG WHEEL COVER UNITC02	119117	12.99
	I-576929	01 -540-0420-01	REPAIRS & MAI 12- SAE5W20 OIL PD UNITS	119117	35.88
	I-576937	01 -540-0420-01	REPAIRS & MAI 4- AIR FILTERS FOR PD UNITS	119117	17.16
01-014087 NAVARRO'S					
	I-26537	01 -540-0420-02	REPAIRS & MAI PART FOR K-12 ON E-1	119120	231.86
01-015012 O'REILLY AUTOMOTIVE, IN					
	I-411008	01 -540-0420-04	REPAIRS & MAI SWIVEL LOCK, HITCH BALL, MOUNT	119121	47.27
	I-411205	01 -540-0420-04	REPAIRS & MAI BATTERY, FEE. UNIT 84	119121	81.32
01-016110 PADRE ISLAND'S ACE HARD					
	C-C3493	01 -540-0420-03	REPAIRS & MAI CORRECTION; WRNG VENDOR#	119124	149.99-
	I-068482	01 -540-0420-03	REPAIRS & MAI 1-SHOP LIGHT FIXTURE	119124	19.99
	I-068484	01 -540-0420-03	REPAIRS & MAI SHOP LIGHT EXCHANGE	119124	6.00
	I-068745	01 -540-0420-03	REPAIRS & MAI MISC. HARDWARE	119124	23.99
	I-3493	01 -540-0420-03	REPAIRS & MAI MUFFLER REPLACED F350 SD TRK	119124	149.99
01-019310 SOUTH SHORE AUTOMOTIVE					
	I-3493	01 -540-0420-03	REPAIRS & MAI REMOVE AND REPLACE MUFFLER	119137	149.99
	I-3564	01 -540-0420-03	REPAIRS & MAI TIRE CHANGE, & BLANCE UNITF-42	119137	29.95
01-023067 WELLS ELECTRONICS					
	I-10069085	01 -540-0150	MINOR TOOLS & 1-WIRELESS KEYBOARD/MOUSE	119171	79.99
01-023080 WASHING EQUIPMENT OF TE					

PACKET: 07107 Regular Payments11-19-10

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
01-023080	WASHING EQUIPMENT OF TE	continued				
		I-126115	01 -540-0420-03	REPAIRS & MAI PRESSURE WASH SYSTEM	119172	513.88
				DEPARTMENT 540 FLEET MANAGEMENT	TOTAL:	2,098.70

PACKET: 07107 Regular Payments11-19-10

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
01-001349	ARGUS SECURITY SYSTEMS					
		I-17920460	01 -541-0415	SERVICE CONTR FIRE ALARM INSPECTION	119068	250.00
01-002903	BORDER STATES INDUSTRIE					
		I-901513620	01 -541-0427	PLUMBING WATER HEATER	119081	287.82
01-013154	MCCOY'S					
		I-10312947	01 -541-0115	LAMPS & GLOBE 1-LIGHT FIXTURE	119112	57.89
01-013246	METRO ELECTRIC					
		I-1R-34765	01 -541-0411	BUILDINGS & S	119114	354.50
01-016110	PADRE ISLAND'S ACE HARD					
		I-068369	01 -541-0427	PLUMBING MISC.PVC ITEMS FOR PLUMBING	119124	6.25
		I-068593	01 -541-0115	LAMPS & GLOBE 3-HALOGEN FLOODLAMP	119124	32.07
		I-068643	01 -541-0150	MINOR TOOLS & 2-3V BATTERIES,CONTACT SWITCH	119124	18.66
01-020181	THYSSENKRUPP ELEVATOR C					
		I-126900	01 -541-0415	SERVICE CONTR ELEVATOR MAINT.	119149	1,197.00
01-021102	UNIFIRST CORP.					
		I-1873955	01 -541-0130	WEARING APPAR UNIFORMS, MATS, ETC	119160	37.38
		I-1873955	01 -541-0160	LAUNDRY & JAN UNIFORMS, MATS, ETC	119160	44.13
01-023160	WORTH HYDROCHEM OF CORP					
		I-13208	01 -541-0415	SERVICE CONTR MONTHLY CHEMICAL WATER TREATME	119178	300.00
				DEPARTMENT 541 BUILDING MAINTENANCE TOTAL:		2,585.70

PACKET: 07107 Regular Payments11-19-10

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
01-009141 INTERNATIONAL CODE COUN					
	I-2805290	01 -542-0551	DUES & MEMBER MEMBERSHIP RENEWAL	119104	100.00
01-020130 TX FLOOD PLAIN MGMT ASS					
	I-110810	01 -542-0551	DUES & MEMBER MEMBERSHIP/CFM RECERTIFICATION	119148	85.00
			DEPARTMENT 542 INSPECTIONS DIVISION	TOTAL:	185.00

PACKET: 07107 Regular Payments11-19-10

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
01-001303 AMERICAN PUBL WRKS ASSC					
	I-66974	01 -543-0551	DUES & MEMBER MEMBERSHIP DUES	119064	252.00
01-003704 CAMERON COUNTY					
	I-102110	01 -543-0432	CAUSEWAY LIGH CAUSEWAY LTNG 9/10-10/11/10	119084	456.66
	I-92110	01 -543-0432	CAUSEWAY LIGH CAUSEWAY LTNG 8/11 -9/10/10	119084	457.73
01-003760 CONSOLIDATED ELECTRICAL					
	I-0938-470971	01 -543-0412	LANDSCAPE LIGHT FOR MEDIAN ON 100	119085	624.00
	I-0938-470971	01 -543-0412	LANDSCAPE RET.BALLASTS	119085	390.00-
	I-0938-471105	01 -543-0412	LANDSCAPE MISC.HDW FOR BALLASTS CTR MED	119085	128.88
01-013114 MATHESON TRI-GAS					
	I-01815214	01 -543-0510	RENTAL OF EQU MISC. WELDING SUPPLIES	119111	109.88
01-016110 PADRE ISLAND'S ACE HARD					
	I-068187	01 -543-0I17	SAFETY SUPPLI WOOD SANDING VALVE RESPIRATOR	119124	5.19
	I-068337	01 -543-0150	MINOR TOOLS & 1-TOILET AUGER	119124	6.89
	I-068575	01 -543-0150	MINOR TOOLS & 2-20.5" BYPASS LOPERS	119124	36.98
01-018058 RELIABLE ELECTRIC CO.					
	I-235594	01 -543-0412	LANDSCAPE ELECTRICAL REPAIR ON MEDIANS	119131	90.00
	I-23600	01 -543-0412	LANDSCAPE INSTALLED NEW POLE FOR LIGHT	119131	181.48
	I-23603	01 -543-0412	LANDSCAPE LIGHTS CENTER MEDIANS	119131	417.52
	I-23624	01 -543-0412	LANDSCAPE ELECTRICAL WORK	119131	255.00
01-021102 UNIFIRST CORP.					
	I-1873955	01 -543-0130	WEARING APPAR UNIFORMS, MATS, ETC	119160	230.23

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 2,862.44

PACKET: 07107 Regular Payments11-19-10
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
01-002124 BAUDVILLE					
	I-2178346	01 -570-9035	AWARDS 1- LGE PEAK PREM JADE TROPHY	119074	53.45
01-008211 SUSAN HILL					
	I-110810	01 -570-9175	ELECTION EXPE MILEAGE REIMBURSEMENT	119102	90.54
01-013011 MACE GRANT CONSULTING					
	I-111810	01 -570-9047	EMPLOYEE TURN CORRECT ERROR MADE ON PREV	119110	100.00
01-016600 PT ISABEL/SO PADRE PRES					
	I-103110	01 -570-9175	ELECTION EXPE PUBL NOTICE OF ELECTION	119128	864.60
01-019239 SOUTH PADRE OFFICE CENT					
	I-100711	01 -570-9175	ELECTION EXPE PENS,PENCILS, ERASERS,E TC	119134	34.83
01-019520 AT&T					
	I-110310	01 -570-0501	COMMUNICATION PHONE BILL DATED 11/03/10	119138	1,936.68
01-020037 SHARON TAYLOR					
	I-110510	01 -570-9175	ELECTION EXPE SPECIAL ELECTION COMPENSATION	119145	135.00
01-022000 VALLEY BOTTLE WATER CO.					
	I-866152	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WRKS	119162	32.25
	I-866155	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WRKS	119162	32.25
	I-875347	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WRKS	119162	77.75
	I-875349	01 -570-0581	WATER, SEWER, BOTTLEDWATER PUBLIC WRKS	119162	22.50
01-023906 XEROX CORPORTATION					
	I-051308083	01 -570-0510	RENTAL OF EQU COPIER LEASE-FIN.	119179	344.11
	I-051308084	01 -570-0510	RENTAL OF EQU FY 2010-11, BOOKING	119179	55.44
	I-051473727	01 -570-0510	RENTAL OF EQU COPIER LEASE	119179	4,355.32
01-1 MISC. VENDORS					
JOHN GIESEKING	I-201011192905	01 -570-9175	ELECTION EXPE JOHN GIESEKING:COMPENSATION	119188	24.00
SHERRY WOLF	I-201011192906	01 -570-9175	ELECTION EXPE SHERRY WOLF:COMPENSATION	119189	30.00
CHRISTINE CORBETT	I-201011192907	01 -570-9175	ELECTION EXPE CHRISTINE CORBETT:COMPENSATION	119190	24.00
MARY AUSTIN	I-201011192908	01 -570-9175	ELECTION EXPE MARY AUSTIN:COMPENSATION	119191	80.00
KATHERIN HAWKINSON	I-201011192909	01 -570-9175	ELECTION EXPE KATHERIN HAWKINSON:	119192	135.00
CAMILA FOLLMER	I-201011192910	01 -570-9175	ELECTION EXPE CAMILA FOLLMER: COMPENSATION	119193	208.00
GLENDA BROWN	I-201011192911	01 -570-9175	ELECTION EXPE GLENDA BROWN:COMPENSATION	119194	352.00
ROBERT A. PETERSON	I-201011192912	01 -570-9175	ELECTION EXPE ROBERT A. PETERSON:	119195	304.00
SANDY COLWELL	I-201011192913	01 -570-9175	ELECTION EXPE SANDY COLWELL:COMPENSATION	119196	20.00
			DEPARTMENT 570 GENERAL SERVICES TOTAL:		9,311.72

PACKET: 07107 Regular Payments11-19-10

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
01-002101	DOUGLAS G. MAYOR					
		I-102210	01 -572-9179	HOLIDAY LIGHT RENTAL OF UNIT#307,	119056	170.00
01-002441	BOYS & GIRLS CLUB OF LA					
		I-110510	01 -572-9083	BOYS & GIRLS FY 2010-11 CONTRIBUTION	119078	10,000.00
01-003697	A CLEAN PORTOCO BRWNSVL					
		I-01-127618-21	01 -572-0558	SPECIAL EVENT PORTAPOTTY- NOV. 15 - 12/13/10	119083	100.00
01-003777	SPI CLUB PADRE					
		I-110510	01 -572-9079	CLUB PADRE FY 2010-11 CONTRIBUTION	119086	29,240.00
01-013259	MINI-STOR ALL					
		I-8136	01 -572-9179	HOLIDAY LIGHT RENTAL OF UNIT#620 NOV.2010	119057	83.00
01-016110	PADRE ISLAND'S ACE HARD					
		I-068270	01 -572-9177	PARK IMPROVEM 2-GL YELLOW TRTAFFIC MARKPAINT	119124	43.98
		I-068467	01 -572-9177	PARK IMPROVEM 5QT CALIBRATED CONT. BRUSH	119124	31.85
		I-068824	01 -572-9177	PARK IMPROVEM SCRW DRVR, BITS, HOLDR	119124	19.47
01-019100	SEA GARDEN SALES					
		I-1354306	01 -572-9179	HOLIDAY LIGHT 1-STRAPBINDER BANDS	119132	79.52
		I-1354450	01 -572-9179	HOLIDAY LIGHT X-MAS BANNERS	119132	159.04
01-019119	SEA TURTLE, INC.					
		I-110510	01 -572-9078	SEA TURTLE FY 2010-11 CONTRIBUTION	119133	6,000.00
01-023100	WHITE LUMBER & SUPPLY I					
		I-156077	01 -572-9177	PARK IMPROVEM HDW FOR BUTTERFLY GDN MONUMENT	119175	29.75

DEPARTMENT 572 SPECIAL PROJECTS TOTAL: 45,956.61

FUND 01 GENERAL FUND TOTAL: 80,031.34

PACKET: 07107 Regular Payments11-19-10
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
01-013163 CHRISTY MCDONALD						
	I-112610	02 -590-0530	PROFESSIONAL	LIGHTING OF TREE CEREMONY	119113	100.00
01-015030 ORIENTAL TRADING COMPAN						
	I-641385809-1	02 -590-0230	PROMOTION ITE	10 PLUSH SEA TURTLES	119123	149.90
01-016110 PADRE ISLAND'S ACE HARD						
	I-068198	02 -590-0150	MINOR TOOLS &	2- LIGHT CNTRL DSK2DWN	119124	17.98
	I-068763	02 -590-0427	PLUMBING	2-TOILET FILL VALVES	119124	15.18
01-016174 PEREZ PEST CONTROL						
	I-36541	02 -590-0415	SERVICE CONTR	MONTHLY PEST CONTORL=VC	119127	55.00
01-019275 SONS OF THE BEACH						
	I-110810	02 -590-0530	PROFESSIONAL	HOLIDAY SAND SCULPTURE	119136	2,000.00
01-019520 AT&T						
	I-110310	02 -590-0501	COMMUNICATION	PHONE BILL DATED 11/03/10	119138	566.21
01-020104 SCOTT MCGEHEE						
	I-56	02 -590-0108	POSTAGE	VISITOR INFO REQ OCT 2010	119146	1,173.20
	I-57	02 -590-0108	POSTAGE	POSTAL ACCT FOR OCT 2010	119146	1,636.51
01-020185 TIME WARNER CABLE						
	I-110410	02 -590-0415	SERVICE CONTR	BROADBAND INTERNET SERVIC	119150	249.90
01-020661 TOP CUT LAWN CARE & IRR						
	I-30326	02 -590-0412	LANDSCAPE	LAWN CARE VISITOR CTR OCT	119154	375.00
01-021095 UNITED PARCEL SERVICE						
	I-0000648239450	02 -590-0108	POSTAGE	WEEKLY SERVICE CHARGE	119159	20.00
01-021102 UNIFIRST CORP.						
	I-1876130	02 -590-0160	LAUNDRY & JAN	MISC.FLOOR MATS FOR VISITOR CT	119160	48.40
01-023906 XEROX CORPORTATION						
	I-051308080	02 -590-0510	RENTAL OF EQU	RENTAL OF EQUIP	119179	353.95
			DEPARTMENT 590	VISITORS BUREAU	TOTAL:	6,761.23

PACKET: 07107 Regular Payments11-19-10
VENDOR SET: 01
FUND : 02 HOTEL/MOTEL TAX FUND
DEPARTMENT: 592 SALES & 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-442045-0	02 -592-0101	OFFICE SUPPLI TAPE, CASSETTE, CORRC.TAPE,ETC	119060	96.43
01-001325 MCALLEN CHAMBER OF COMM					
	I-118	02 -592-0553	TRADE SHOW FE CORNER BOOTH #509 FEE	119065	475.00
01-001344 THE ATKINS GROUP					
	I-5792	02 -592-0530	PROFESSIONAL ACCOUNT MANAGEMENT	119066	6,500.00
	I-5793	02 -592-0530	PROFESSIONAL MONTHLY PUBLIC RELATIONS	119066	6,000.00
	I-5794	02 -592-0559	INTERNET WEBSITE MAINTENANCE	119066	2,800.00
	I-5795	02 -592-0559	INTERNET WEBSITE MAINTENANCE	119066	85.00
	I-5796	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	11,900.00
	I-5798	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	7,764.84
	I-5800	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	5,764.71
	I-5801	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	3,000.00
	I-5802	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	8,120.00
	I-5803	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	3,170.59
	I-5820	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	12,470.59
	I-5829	02 -592-0531	MEDIA PLACEME MEDIA PLACEMENT	119066	22,041.17
	I-5831	02 -592-0537	PRODUCTION PRODUCTION	119066	1,600.00
	I-5831	02 -592-0537	PRODUCTION PRODUCTION	119066	1,040.00
	I-5832	02 -592-0537	PRODUCTION PRODUCTION	119066	3,000.00
	I-5833	02 -592-0537	PRODUCTION PRODUCTION	119066	10,232.07
01-001408 APRONS & SMOCKS.COM					
	I-1390148-1	02 -592-0230	STOCK - PROMO PROMOTIONAL ITEMS	119071	3,961.84
01-014079 NAT'L ASSOC.SPORTS COMM					
	I-111610	02 -592-0551	DUES & MEMBER 2011 NASC MEMBERSHIP DUES	119119	795.00
01-017002 DAN QUANDT					
	I-103010	02 -592-0550	TRAVEL EXPENS MILEAGE/MISC. REIMBURSEMENT	119130	356.05
	I-111510	02 -592-0550	TRAVEL EXPENS MILEAGE REIMBURSEMENT	119130	282.50
01-019253 SYLVIA SOLIZ					
	I-101010	02 -592-0550	TRAVEL EXPENS MILEAGE REIMBURSEMENT	119135	63.35
	I-101010-1	02 -592-0550	TRAVEL EXPENS MILEAGE REIMBURSEMENT	119135	37.00
01-019520 AT&T					
	I-110310	02 -592-0501	COMMUNICATION PHONE BILL DATED 11/03/10	119138	566.21
01-020031 TACVB					
	I-5583	02 -592-0551	DUES & MEMBER 2010/11 ANNUAL MEMBERSHIP	119144	50.00
	I-5584	02 -592-0513	TRAINING EXPE REGISTRATION:MAYRA NUNEZ	119144	250.00
	I-5585	02 -592-0513	TRAINING EXPE REGISTRATION:2011 MID WINTER	119144	500.00
01-021224 U.S. TRAVEL ASSOCIATION					
	I-57754	02 -592-0551	DUES & MEMBER 2011 MEMBERSHIP DUES	119161	2,600.00

PACKET: 07107 Regular Payments11-19-10

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & 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-1110023	02 -592-0531	MEDIA PLACEME ADVERTISING TRAVEL INFORM	119163	177.60
				DEPARTMENT 592 SALES & MARKETING	TOTAL:	115,699.95

PACKET: 07107 Regular Payments11-19-10

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
01-001223 ALERT+SERVICES, INC.					
	I-44232900	02 -593-8080	NCAA MEN'S BA 28-DOZ TOWELS	119063	508.28
	I-44233100	02 -593-8080	NCAA MEN'S BA 1-GOTT 3 GAL. COOLER	119063	53.15
01-009039 JUAN MIGUEL VELA					
	I-3525	02 -593-8080	NCAA MEN'S BA BANNERS FOR INVITATIONAL	119103	121.95
			DEPARTMENT 593 EVENTS MARKETING	TOTAL:	683.38
			FUND 02 HOTEL/MOTEL TAX FUND	TOTAL:	123,144.56

PACKET: 07107 Regular Payments11-19-10
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-NO25794	06 -565-0150	MINOR TOOLS & MISC.MOPS, AIR FRESHNERS	119058	43.00
	I-NO25795	06 -565-0510	RENTAL OF EQU MICS.TABLECOVERS	119058	42.10
	I-NO29790	06 -565-0150	MINOR TOOLS & MOPS, AIR FRESHNERS,ETC	119058	43.00
	I-NO29791	06 -565-0510	RENTAL OF EQU MISC.TABLECOVERS	119058	42.10
01-001142 AT&T GLOBAL SERVICES, I					
	I-SB628213	06 -565-0415	SERVICE CONTR MAINTENANCE ATT	119061	189.96
01-004283 ECOLAB INC.					
	I-3899470	06 -565-0415	SERVICE CONTR DISHMACHINE RENTAL 11/04-12/01	119091	123.92
01-007600 GULF COAST PAPER CO. IN					
	I-98005	06 -565-0160	LAUNDRY & JAN 2-FILTERS -MACHINE SCRUBBER	119101	42.66
	I-99863	06 -565-0160	LAUNDRY & JAN 3-RUST STAIN REMOVER	119101	21.00
01-013297 MOBILE MINI, INC					
	I-122098778	06 -565-0510	RENTAL OF EQU RENTAL OF EQUIPMENT	119115	243.00
01-015027 ORKIN EXTERMINATING CO.					
	I-59766151	06 -565-0415	SERVICE CONTR PEST CONTROL	119122	77.88
	I-59766152	06 -565-0415	SERVICE CONTR PEST CONTROL	119122	314.96
01-016110 PADRE ISLAND'S ACE HARD					
	I-068263	06 -565-0150	MINOR TOOLS & INSECTICIDE, PROPANE CYL.	119124	43.64
	I-068319	06 -565-0150	MINOR TOOLS & JIGSAW, JIG BLADE	119124	111.95
	I-068333	06 -565-0150	MINOR TOOLS & CLNR, BATTRYS, GOO GONE, WW	119124	42.94
	I-068559	06 -565-0150	MINOR TOOLS & CAULK, PAINT ROLLER,BRUSH,ETC	119124	20.03
	I-068858	06 -565-0150	MINOR TOOLS & MISC.PVS SUPPLIES, GLUE , BLAD	119124	35.64
	I-068912	06 -565-0150	MINOR TOOLS & WINDEX,TIRE FOAM,GLUE ,ETC	119124	43.55
	I-068949	06 -565-0150	MINOR TOOLS & BRITEGOLD SPRY PAINT, ROPECLIP	119124	13.97
01-019520 AT&T					
	I-110310	06 -565-0501	COMMUNICATION PHONE BILL DATED 11/03/10	119138	1,801.56
01-020185 TIME WARNER CABLE					
	I-110410	06 -565-0415	SERVICE CONTR MONTHLY SERVICE BROADBAND	119150	919.90
	I-110410	06 -565-0415	SERVICE CONTR MONTHLY SERVICE BROADBAND	119150	479.90
01-020745 TRANE, A DIVISION OF AM					
	I-11338933	06 -565-0410	MACHINERY & E REPAIR ON CHILLER	119155	430.00
01-020816 TINA WILSON					
	I-6347	06 -565-0412	LANDSCAPE MAI MONTHLY LAWN SERVICES	119156	1,445.00
01-020902 SIMPLEXGRINNELL(TYCO)					
	I-73955327	06 -565-0415	SERVICE CONTR FIRE ALARM,SPRINKLER SYST	119157	2,855.00
	I-73955388	06 -565-0415	SERVICE CONTR FIRE ALARM,SPRINKLER SYST	119157	1,302.00

PACKET: 07107 Regular Payments11-19-10

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
01-021102 UNIFIRST CORP.					
	I-1873956	06 -565-0130	WEARING APPAR UNIFORMS ETC	119160	87.53
	I-1873956	06 -565-0160	LAUNDRY & JAN UNIFORMS ETC	119160	8.15
	I-1876131	06 -565-0130	WEARING APPAR UNIFORMS, ETC	119160	87.53
	I-1876131	06 -565-0160	LAUNDRY & JAN UNIFORMS, ETC	119160	8.15
01-022000 VALLEY BOTTLE WATER CO.					
	I-866151	06 -565-0581	WATER, SEWER BOTTLED WATER CONV.CTR	119162	25.75
01-022184 VASQUEZ AUTO SERVICE					
	I-101910	06 -565-0420	MOTOR VEHICLE AUTO REPAIR GREY FORD TRU	119165	229.84
01-023100 WHITE LUMBER & SUPPLY I					
	I-105002	06 -565-0150	MINOR TOOLS & MISC.LUMBER, PAINT TRAY ETC	119175	138.38
01-023906 XEROX CORPORTATION					
	I-051308079	06 -565-0510	RENTAL OF EQU RENTAL OF EQUIP	119179	1,373.20

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 12,687.19

FUND 06 CONVENTION CENTER FUND TOTAL: 12,687.19

PACKET: 07107 Regular Payments11-19-10

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
01-023906	XEROX CORPORTATION					
		I-051308082	21 -520-0510	RENTAL OF EQU FY2010-11 MUN. CRT	119179	258.29
				DEPARTMENT 520 MUN COURT TECHNOLOGY	TOTAL:	258.29
				FUND 21 MUN. COURT TECHNOLOGY	TOTAL:	258.29

PACKET: 07107 Regular Payments11-19-10
VENDOR SET: 01
FUND : 30 TRANSPORTAION GRANT
DEPARTMENT: 591 TRANSPORTATION DEPT BANK: OPER
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001123 ADVANCE AUTO PARTS					
	I-2999	30 -591-0420	MOTOR VEHICLE 3-FLASHERS UNIT #26	119059	64.50
	I-3541	30 -591-0420	MOTOR VEHICLE 24 QTS. 5W20 OIL	119059	54.96
	I-3599	30 -591-0420	MOTOR VEHICLE 10 FUEL FILTERS, OIL FILTERS	119059	93.40
01-001359 JESUS ARRIAGA					
	I-111910	30 -591-0550	TRAVEL EXPENS MILEAGE AND MEALREIMBURSE	119069	80.25
01-002196 BLANCO'S DETAILING SERV					
	I-193	30 -591-0420	MOTOR VEHICLE WAVE BUS DETAILING	119076	320.00
	I-195	30 -591-0420	MOTOR VEHICLE WAVE BUS DETAILING	119076	360.00
01-004124 D & R GLASS ETC, INC.					
	I-15922	30 -591-0420	MOTOR VEHICLE ROCK-CHIP REPAIR UNIT #29	119087	45.00
01-006083 FAST & FAIR CAR CARE					
	I-1401	30 -591-0420	MOTOR VEHICLE 2-TIRES BALANCED, 1 CHANGE	119094	21.00
01-006997 G & K SERVICES					
	I-1103506503	30 -591-0130	WEARING APPAR UNIFORMS	119095	52.16
01-014033 NTC DRUG TESTING SERVIC					
	I-28446	30 -591-0530	PROFESSIONAL DOT DRUG & ALCOHOL SCREEN	119118	46.00
01-016110 PADRE ISLAND'S ACE HARD					
	I-068218	30 -591-0420	MOTOR VEHICLE 1-WIPING CLOTHS, MISC, HDW	119124	13.83
01-019520 AT&T					
	I-110310	30 -591-0501	COMMUNICATION PHONE BILL DATED 11/03/10	119138	276.67
01-020016 TERMINIX					
	I-299574577	30 -591-0411	BUILDING & ST PEST CONTROL BUS BARN	119143	41.00
01-020122 TEXAS TRANSIT ASSOCIATI					
	I-111210	30 -591-0551	DUE & MEMBERS YEARLY MEMBERSHIP DUES	119147	900.00
01-020602 TOUCAN GRAPHICS					
	I-11001	30 -591-0540	ADVERTISING ART SERVICES:WAVE AD-	119153	50.00
01-022185 ISRAEL VASQUEZ					
	I-111810	30 -591-0550	TRAVEL EXPENS C/A:TRIP TO AUSTIN 12/07/10	119166	644.00
	I-111910	30 -591-0550	TRAVEL EXPENS MILEAGE & MISC.REIMBURSEMENT	119167	241.82

DEPARTMENT 591 TRANSPORTATION DEPT TOTAL: 3,304.59

FUND 30 TRANSPORTAION GRANT TOTAL: 3,304.59

PACKET: 07107 Regular Payments11-19-10

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL / PT TIME BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-016110 PADRE ISLAND'S ACE HARD					
	I-068564	60 -522-0150	MINOR TOOLS & MISC.KEYS	119124	11.90
			DEPARTMENT 522 BEACH PATROL / PT TIME TOTAL:		11.90

PACKET: 07107 Regular Payments11-19-10

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
01-016110 PADRE ISLAND'S ACE HARD					
	I-068286	60 -560-0510	EXCESS BEACH WOOD CHISEL SET, BRUSH, ADH	119124	32.04
	I-068501	60 -560-0150	MINOR TOOLS & 2-100' YELLOW ROPE	119124	19.98
	I-068649	60 -560-0150	MINOR TOOLS & PADLOCK,HASP,HINGE. TI RR REPI	119124	21.66
			DEPARTMENT 560 BEACH MAINTENANCE TOTAL:		73.68
			FUND 60 BEACH MAINTENANCE FUND TOTAL:		85.58

PACKET: 07107 Regular Payments11-19-10
VENDOR SET: 01
FUND : 80 ECONOMIC DEVELOPMENT CORP
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: OPER
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001930 DANIEL ADAMS					
	I-629273	80 -1401	GIFT SHOP INV EDC/SPIBNC: GIFT SHOP ITEMS	119072	132.50
	I-629277	80 -1401	GIFT SHOP INV EDC/SPIBNC:20 CARDS-GIFTSHOP	119072	40.00
01-002139 BIRDING ADVENTURES					
	I-961256	80 -1401	GIFT SHOP INV EDC/SPIBNC:10 DVDS-GIFT SHOP	119075	100.00
01-004238 EARTH SUN MOON TRADING					
	I-66049	80 -1401	GIFT SHOP INV EDC/SPIBNC:GIFT SHOP ITEMS	119088	500.00
01-007105 GORGAS SCIENCE FOUNDATI					
	I-1013	80 -1401	GIFT SHOP INV EDC/SPIBNC:EL VALLE BOOK-10	119100	314.70
01-012136 STEVEN M. LEWERS & ASSO					
	I-DL11051004	80 -1401	GIFT SHOP INV EDC/SPIBNC:GIFT SHOP INVENTORY	119109	306.86
01-023085 WHEEL HOUSE DESIGNS, IN					
	I-33216	80 -1401	GIFT SHOP INV EDC/SPIBNC: GIFT SHOP ITEMS	119174	438.00
01-023138 WILD REPUBLIC					
	I-SI754640	80 -1401	GIFT SHOP INV EDC/SPIBNC:GIFT SHOP ITEMS	119177	17.81
	I-SI754741	80 -1401	GIFT SHOP INV EDC/SPIBNC:GIFT SHOP ITEMS	119177	18.00

DEPARTMENT NON-DEPARTMENTAL TOTAL: 1,867.87

PACKET: 07107 Regular Payments11-19-10

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
01-019520	AT&T					
		I-110310-1	80 -580-0501	COMMUNICATION EDC:PHONE BILL 11/03/10	119139	206.31
				DEPARTMENT 580 EDC	TOTAL:	206.31

PACKET: 07107 Regular Payments11-19-10
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
01-001161 AT&T					
	I-110510	80 -581-0415	SERVICE CONTR EDC:INTERNET SERVICE	119062	370.31
01-003410 CHAMBER OF COMMERCE - S					
	I-47-2011	80 -581-0540	ADVERTISING EDC:1/4 PG AD IN SPI GUIDE	119082	1,654.00
01-005511 EXTREME PEST CONTROL					
	I-1117103	80 -581-0415	SERVICE CONTR EDC/SPIBNC:PEST CONTROL	119093	156.00
01-019520 AT&T					
	I-110310-1	80 -581-0501	COMMUNICATION EDC:PHONE BILL 11/03/10	119139	161.87
01-019635 SUPERIOR ALARMS					
	I-336676	80 -581-0415	SERVICE CONTR EDC/SPIBNC:SERVICE LABOR	119140	240.00
01-019697 SURFSIDE SIGNS & DESIGN					
	I-1151	80 -581-0101	OFFICE SUPPLI EDC/SPIBNC:3-BANNERS, ETC	119142	290.00
01-020208 TEMP CONTROL, INC.					
	I-16615	80 -581-0415	SERVICE CONTR EDC/SPIBNC:CHECK A/C	119151	180.00
01-021102 UNIFIRST CORP.					
	I-1876312	80 -581-0590	JANITORIAL EDC:FLOORMATS/DUSTER	119160	77.10
01-022153 VALLEY SANITARY SUPPLY,					
	I-6243	80 -581-0590	JANITORIAL EDC/SPIBNC:1 CS BATH TISSUE	119164	38.40
01-023083 WELLS FARGO FINANCIAL L					
	I-6745827482	80 -581-0415	SERVICE CONTR EDC/BNC:COPYSTAR COPIER LEASE	119173	154.37

DEPARTMENT 581 BIRDING CENTER TOTAL: 3,322.05

FUND 80 ECONOMIC DEVELOPMENT CORPTOTAL: 5,396.23

REPORT GRAND TOTAL: 224,907.78

Item No. 5c

SOUTH PADRE ISLAND CITY COUNCIL MEETING AGENDA REQUEST FORM

MEETING DATE: November 17, 2010

NAME/DEPT.: Larry Homan, Finance Director

ITEM

Discussion and action to approve Second and Final Reading of Ordinance No. 10-31 amending Chapter 2 of the Code of Ordinances of the City of South Padre Island by providing for the change or establishment of all fees imposed for services by the City.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

Recommend approval of Second and Final Reading of Ordinance No. 10-31.

BUDGET/FINANCIAL SUMMARY

Implementation of the recommendations will increase revenue for the General Fund as indicated on the supplemental information included.

COMPREHENSIVE PLAN GOAL

Not Applicable

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

ORDINANCE NO. 10-31

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY PROVIDING FOR THE CHANGE OR ESTABLISHMENT OF ALL FEES IMPOSED FOR SERVICES BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES. PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS ($500.00) FOR ANY VIOLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.

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

Section 1. Chapter 2 of the Code of Ordinances of the City of South Padre Island is hereby amended to add a new Article IV, to provide for all fees for City services, as follows:

"ARTICLE IV

Sec. 2-75 Fee Schedule for All City Services

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

Administrative Services

Notary public charges	$0.00
Copies and/or printouts, up to 8-1/2''x14''	$.10/page after first 10 pages
Personnel (Labor)	$15/hour after the 1st hour
Diskettes/CD's	$1/each
Envelopes (Small)	$1/each
Envelopes (Large)	$2/each
Postage	Actual cost
Oversize paper copy (11'x17", Green/Blue bar)	$.50/page after first 10 pages
Mylar (depending on thickness)	$.85 to $1.35/linear foot
Blueprint/Blueline paper (all widths)	$1 linear foot
VHS video cassette	$2.50
Audio cassette	$1.00
DVD	$5.00
Municipal Court Online Payment Fee	$3.00

Planning Department

City zoning maps	$150.00
GIS service	$75.- per hour
Zoning verification letter	$25.00
Variance	$250.00

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Master Plan	$250.00
Planned Development District	$1,000.00
Specific Use	$250.00
Zoning Case postponement	$250.00
Rezoning - residential	$1,000.00
Rezoning - commercial	$1,000.00
Subdivision fees-preliminary plat	$750.00
Subdivision fees-final plat	$750.00
Subdivision fees-re-plat	$500.00

Police Department

Taxi permit/company	$100.00
Temporary taxi permit	$100.00
Taxi drivers permits	$25.00
Wrecker service permit application	$100.00
Copies of reports (accidents, etc.)	
Fingerprints	$25.00
Golf Cart permits	$50.00

Fire Department

Fire Alarms Systems	$50.00
Private Fire Hydrants	$50.00
Condominiums	$100.00
Hotels / Motels	$100.00
Apartments	$100.00
Permit fee Fire Sprinklers & Standpipe Systems	$50.00
Inspection Fire Alarms systems	$50.00
Inspection Fire Sprinklers & Standpipe system	$50.00
New Fire Hydrant	$100.00
Inspect tie- in Fire Sprinkler & Standpipe Systems	$100.00
Review of Building Fire Protection Plans	$40/hr
Storage Tanks Permit\Inspection	$75.00
Re-Inspection	$50.00
Business Buildings Annual Fire Safety Inspection	$50.00
Burning Permits	$50.00
Bon Fire Permits	$20.00
Initial Fire Safety Inspection	$100.00
Propane tank inspection	$100.00
Temporary Tank Permit\Inspection	$100.00

Temporary Structure (tents, portable buildings)	$30.00
Special Events cooking food stand	$10.00
Fire System modification	$100.00
Fire Hydrant flow test	$25.00
Fire Hydrant Contractor use Permit	$200.00
Certificate of Occupancy Inspection	$50.00
Re-Inspection for Certificate of Occupancy	$30.00
Lab\Clinics Inspection	$100.00
Restaurant Fire Extinguishing Hood System	$50.00
Fire System Hydro test	$50.00
Fire Works Display Permit	$200.00
Fire Reports	$10.00
Fire False Alarms 2nd Call Thereafter	$200.00
Review Evacuation Route & Fire Drills	$50.00

Environmental Health Services

Health inspections (annual food service)	$100.00
Re- inspections for health permits	$50.00
Temporary health inspections:	$10.00 daily
Yearly permit	$100.00
Umbrella permit-new application	$100.00
Umbrella permit-yearly renewal	$100.00
Garment inspections	$100.00
Special Events Permit (Beach)	$250.00
Special Events Permit (Temp Parking)	$100.00
Special Events Permit (Not Spring Break)	$250.00
Special Events Permit (Beach Weddings)	$25.00
Mowing administrative cost	$100.00 per invoice
Heimlich poster fee	$5 for first one and $2 each additional
Plan review fee	$100.00
Public & semi-public swimming pool	$100.00
Animal trap deposit	$20.00
Animal license fee	$2.00
Responsible pet owners class	$30.00

Building Department

Building permits	$7 per $1000 value, minimum $25.00
Electrical	$50.00
Plumbing	$50.00
Mechanical/AC	$50.00
Demolition	$100.00
Development	$50.00

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Fence	$50.00
House moving	$200.00
Lawn irrigation	$50.00
Painting	$25.00
Swimming pools	$7 per $1000
Right-of- way	$50.00
Sign	$50.00
Special Event	From
Temporary structure	Dan Quandt
Temporary parking lot	$100.00
Re-inspection	$25.00

Beach Maintenance

Beach & dune permits that require state/council approval	$300.00
Beach & Dune permits in-house	$180.00
Vehicle beach use permits	$25.00"

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

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

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

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

PASSED, APPROVED AND ADOPTED on First Reading, the 17th day of November 2010.
PASSED, APPROVED AND ADOPTED on Second Reading, the ___ day of _____, 2010.

ATTEST: CITY OF SOUTH PADRE ISLAND, TEXAS

_____ _____

SUSAN HILL, CITY SECRETARY ROBERT N. PINKERTON, JR., MAYOR

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Item No. 6

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Joni Clarke, City Manager

ITEM

Discussion and action regarding the City's nomination to the 2011 Rio Grande Valley Walk of Fame.

ITEM BACKGROUND

The Rio Grande Valley Walk of Fame at the State Farm Arena was created as part of BorderFest 2005. This walk celebrates the life achievements and the significant civic contributions these outstanding men and women have made to their Rio Grande Valley communities and South Texas.

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

Rio Grande Valley Walk of Fame
State Farm Arena
Hidalgo, Texas
2011

Introduction

As you know the Rio Grande Valley Walk of Fame at the State Farm Arena was created as part of the 2005 BorderFest "A Salute to the Rio Grande Valley," The City of Hidalgo, BorderFest Association, Hidalgo Chamber of Commerce and; City of Hidalgo Texas Municipal Facilities Corporation created the Rio Grande Valley Walk of Fame at the State Farm Arena. New inductees in The Walk will be unveiled during the 2011 BorderFest "Celebrating Hawaii." People from all walks of life are inducted into the Walk. The walk celebrates the life, achievements and significant civic contributions of outstanding men and women to communities in the Rio Grande Valley and South Texas.

Selection Process

The Rio Grande Valley Walk of Fame Commission will make the final selection for induction into the Walk. The commission includes key people from the Rio Grande Valley. Representatives from local libraries, arts organizations, media journalists and other citizens with an informed understanding of the Rio Grande Valley cultural heritage will serve on the commission. The previous groups of inductees include one person selected by every City Council in the Rio Grande Valley and one person selected by each chamber in the Rio Grande Valley each year. In addition, the previous groups also include persons selected by the BorderFest Association and the City of Hidalgo. Additional persons will be inducted and recognized during BorderFest each year. Any individual previously nominated into the walk cannot be considered for re-nomination. To avoid any duplications attached please find a copy of all the previous inductees.

Nomination Criteria

Submit the name, date and place of birth, and a short history of the person you wish to nominate. Include the Rio Grande Valley connection, life achievements and a description of his or her contributions to the community.

Anyone may participate in the nomination process. Simply complete the Walk of Fame nomination form, which would include facts and contributions the person has made to the Rio Grande Valley. Please send to:

Rio Grande Valley Walk of Fame Commission
704 East Texano Drive
Hidalgo, Texas 78557
(956) 843-2286
(956) 843-2317 Fax
Email address: maggcab@yahoo.com
Attention: Maggie Cabrera

Rio Grande Valley Walk of Fame
Nomination Form
2011

Nominee_____ Address _____

City _____ State _____ Zip _____

Phone # (Day) _____ (Evening)_____ (Cell)_____

Business Association / Organization _____ Title _____

E-Mail Address _____

Date of Birth _____ Still Living Yes _____ No _____ Date of Death _____

Born in Rio Grande Valley Yes _____ No _____

Did this person spend most of his/her life in Rio Grande Valley or Texas? Yes _____ No _____
How many years?_____

What contribution had this nominee made to your Community, the Rio Grande Valley or Texas?

_____

_____

_____

_____

What impact has this nominee's work had on the Community, Rio Grande Valley or Texas?

_____

_____

_____

_____

List Nominee's Community or Volunteer Work.

_____

_____

_____

_____

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List Nominee's participation in Civic or Non-Profit Organizations.

List Nominee's Family Information.

List Nominee's Professional Organization Affiliations.

Describe how this nominee has gone above and beyond the call of duty in their work for the community.

6-4

Are there other indicators of the nominee's achievements not listed previously? (Honors, memberships, recognition, awards, publications, etc.)

_____

_____

_____

_____

_____

_____

Nominator Organization _____

Contact Person _____ Address _____

City _____ State _____ Zip _____

Phone # (Day) _____ (Evening) _____ (Cell) _____

Business Association / Organization _____ Title _____

E-Mail Address _____

Nominator's Signature	Title	Nominator's Signature	Title
Nominator's Signature	Title	Nominator's Signature	Title
Nominator's Signature	Title	Nominator's Signature	Title

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Walk of Fame Inductees

City of Alamo

2010 Eleazar Escobedo
2009 Ricardo Chavez
2008 Diana Martinez
2007 Victor Perez
2006 Rudy Villarreal
2005 Francisco "907" Sandoval

Alamo Chamber of Commerce

2010 Bob Acosta
2009 Keith Hackland
2006 Arturo Espinosa
2005 Albert Garcia

City of Alton

2010 Manuel De La Garza +
2009 Transito Vargas
2008 Arturo R. Galvan Jr.
2007 Felipe Gomez

Alton Chamber of Commerce

2010 Ricardo Garza
2009 Humberto Salinas Sr. +
2008 Salvador Vela

City of Brownsville

2010 Ricardo Longoria Jr.
2009 Charles Atkinson
2007 Eddie Trevino Jr.
2006 Blanca S. Vela
2005 Senator Eddie Lucio

Brownsville Chamber of Commerce

2010 Rene Capistran
2009 Maribel M. Baca
2008 Fred W. Rusteberg
2007 Traci Wickett
2006 Reba Cardenas McNair
2005 William Hudson

City of Donna

2010 David S. Simmons
2009 Dr. Celestino Avila
2008 Miles W. Boyce
2007 Oscar G. Adame
2006 Mr. Isabel Infante +
2005 Pedro L. Ayala +

Donna Tourist Information Center/Donna Hooks Fletcher Museum

2010 Roberto Lugo
2008 Ricardo V. Rios
2007 Estela Villegas
2006 Adan Hernandez
2005 Hilda R. Adame

Delta Area Chamber of Commerce

2005 Los Hermanos Layton

City of Edinburg

2010 Ciro Trevino
2009 Shawn M. Snider
2005 Charlie Rankin

Edinburg Chamber of Commerce

2010 Lionel Aron Pena Sr.
2009 Cullen R. Looney
2008 Elva Jackson Garza
2007 Robert Gandy III
2006 Alfred Andrew Martin
2005 Lucille De La Garza

City of Elsa

2009 Dr. Rene Rodriguez
2008 Arturo C. Trevino

Edcouch, Elsa, La Villa Chamber of Commerce

2010 Frances S. Rocha
2009 Robert Capello Sr.
2008 Mary Pena Moreno
2007 Jose Borrego
2006 Dr. Ricardo R. Gonzalez

City of Granjeno

2010 Maria Isabel Garza
2010 Santos Graciela Garza
2009 Vicente Garza Sr.
2008 Yvette Cabrera Prevot
2007 Manuel Olivarez Jr.
2006 Rafael Garza
2005 Lupita Segura

City of Harlingen

2009 Jim Solis
2007 David E. Allex
2006 Matt E. Gorges
2005 Col. H. William (Bill) Card

Harlingen Chamber of Commerce

2010 Ruthie Ewers
2008 Alan Johnson
2007 R.K. (Randy) Whittington
2006 Salomon Maldonado
2005 Frank N. Boggus

City of Hidalgo

2010 Ester Franz Rodriguez
2009 Concepcion Franz +
2008 Josefina Fonseca
2007 Mr. & Mrs. Paul & Anita Henderson
2006 Mr. & Mrs. Pedro Cisneros
2006 Olaf Frandsen
2005 Mayor Eduardo C. Vela
2005 Mayor Eduardo Vela +
2005 Mayor J.P. Baker +
2005 Mayor Enedina F. Garza
2005 Mayor Thomas Perez Jr.
2005 Mayor John David Franz
2005 Joe Vera III

Hidalgo Chamber of Commerce

2010 Ramon Garcia
2009 Henry + & Elsie Kawahata
2008 Jud & Gloria Brady
2007 Mr. & Mrs. Abel & Alicia Longoria +
2006 Dr. Daniel King

City of La Feria

2008 Sunny K. Philip

City of La Joya

2010 Martha E. Trevino
2010 Gonzalo Gonzalez
2009 Rodolfo "Fito" Farias
2009 Socorro Garza
2008 Alicia Montes
2007 William "Billy" Leo
2007 Dr. Javier Andres Saenz
2006 Mari Gonzalez
2006 Angelica "Angie" Garza
2005 Filomena Leo

Linn-San Manuel

2005 Rafael Guerra Sr.

City of Los Fresnos

2009 F. Feliberto Pereira
2008 Harry H. Whipple +
2007 Carmen Silva

Los Fresnos Chamber of Commerce

2010 Don R. Badeaux Sr.
2008 Antonio Rivas
2007 Erwin W. Scott Jr. "Scottie" +
2006 Dora Romero +

City of McAllen

2010 Representative Roberto Gutierrez Sr.
2009 Dr. Lauro Guerra
2008 Lucile Hendricks +
2007 Mr. Jan M. Klinck
2005 Othal Brand Jr.

McAllen Chamber of Commerce

2010 Dora Brown
2009 Kirk Clark
2008 Robert L. Lozano
2007 Rick D. Guerra
2006 Tony Aguirre
2005 Leo Montalvo

City of Mercedes

2008 Joel Quintanilla
2005 Liborio Hinojosa

Mercedes Chamber of Commerce

2007 Congressman Ruben Hinojosa
2005 Frances R. Cooper

City of Mission

2010 Tomas Tijerina
2009 Father Roy Snipes OMI
2008 Pat Townsend Jr.
2007 Jo Beth (J.B.) Townsend
2006 June K. Brann +
2005 Leonel "Leo" Pena +

Mission Chamber of Commerce

2010 Yvonne Salinas
2009 Ruben Dario Plata
2008 Joseph (Joe) Roseland
2007 Norberto "Beto" Salinas
2006 Ben A. Cavazos
2005 Linda Z. Castaneda

City of Palmhurst
2010 Alicia C. Sandoval +
2010 Maria G. Leal
2008 Will Klement
2007 Elton Key +
2006 Ramiro J. Rodriguez Jr.

City of Palmview
2008 Alderwoman Graciela S. Flores
2007 Irene M. Garcia
2006 Gerardo "Jerry" Perez
2005 Jorge G. Garcia

City of Penitas
2010 Vidal G. Loya +
2005 Dr. Mauro L. Reyna Jr.

City of Pharr
2010 Cris S. Vela
2009 Elva I. Michal
2005 A.C. "Beto" Jaime

Pharr Chamber of Commerce
2010 Quentin Newcomb Jr.
2007 Anna Mae Kelly
2006 Quentin Newcomb
2005 Dr. Tully Mayer

City of Progresso Lakes
2007 John Trainor Evans
2006 Sam Sparks
2005 William C. Cain

City of Port Isabel
2010 Donald Raymond Guillot
2009 Juan Castillo
2005 Eliseo Vega +

Port Mansfield Chamber of Commerce
2009 Betty Glaze

City of Raymondville
2010 Father Richard MacDonald, SCJ
2009 SSG Hector Leija +
2008 Albert Tijerina +
2007 Ezequiel A. (Zeke) Martinez
2006 Anna Gause Smith (Mrs. Gene)
2005 Katheryn Hanshaw

Raymondville Chamber of Commerce
2010 Elma Chavez
2009 Frank Torres
2008 Mary Gutierrez
2007 Viola Franks
2006 Winifred Raymond Wetegrove
2005 Glenn Harding

City of Roma
2005 Arnulfo Guerra +

City of Rio Grande City
2010 Representative Ryan Guillen
2009 Albert Barrera
2008 Mayor Basilio Villarreal Sr. +
2007 Ernestina C. Trevino
2006 Baldemar Garza
2005 Sam Vale

Rio Grande City Chamber of Commerce
2010 U. David Gonzalez
2009 Ruben Saenz
2007 Manuel Benavidez Jr.
2005 Judge Ricardo Hinojosa

Rio Grande Valley Partnership Chamber of Commerce

2009 Representative Armando Martinez

City of San Benito

2010 Lupita Passement
2009 Joe Hodges Hernandez
2008 Mark Moody
2007 San Benito Montalvo +
2005 Cesar Gonzalez

San Benito Chamber of Commerce

2010 Hector Jalomo
2005 Freddy Fender +

City of Santa Rosa

2005 Pedro Garza

City of San Juan

2010 Commission Hector "Tito" & Bertha Palacios
2009 Juan Pedro Contreras
2008 Roel Garza
2007 Raul Yzaguirre
2006 Arnoldo Cantu Sr.
2005 Jorge Arcuate

San Juan Chamber of Commerce

2010 Leon & Velma Sue De Leon
2007 Estela Salazar
2006 James C. Shawn
2005 Eleazar Romero

Town of South Padre Island

2010 Paul Y. Cunningham Jr.
2009 Peggy Trahan
2008 Lucinda "Sandy Feet" Wierenga
2007 Minnie Solomonson +
2006 John L. Tompkins +
2005 Ila Loetscher +

South Padre Island Chamber of Commerce

2010 Dan Stanton
2009 Darrell Mangham
2008 Jake Falgout
2007 Robert N. Pinkerton Jr.
2006 Richard Franke
2005 Troy W. Giles

City of Sullivan City

2009 Rosendo "Cheno" Benavides +
2007 Guillermina "Ginger" Villarreal
2006 Reynaldo Ruiz
2005 Gumaro "Maro" Flores

City of Weslaco

2010 Eugene Richard Vaughn Jr.
2009 Dr. Robert Sepulveda
2008 Mayor Hector "Buddy" de la Rosa
2007 Dr. Benigno (Ben) Villalon
2006 Isaac D. Rodriguez
2005 Joe V. Sanchez

Weslaco Chamber of Commerce

2010 Robert W. Vanderveer
2009 Patti Dittburner
2008 Ruben Cardenas
2007 Fred McCaleb
2006 Dr. Armando Cuellar +
2005 Gene A. Braught +

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United States Ambassador's of International Goodwill

2010 Maria Antonietta Collins
2009 Raul De Molina "El Gordo"
2008 Yolanda De La Cruz
2007 Raul Gonzalez
2006 Raul Brindis
2005 Joe Morales
2004 Fernando Arau
2003 Alberto Kreimerman
2002 Tony De La Rosa
2001 Intocable
2000 Ana Maria Canseco
1999 Freddy Martinez
1998 Roberto Pulido
1997 Carlos Guzman
1996 Hugo De La Cruz
1995 Rogelio Botello Rios
1994 Johnny Canales
1993 Nano Ramirez
1992 Othal Brand

Mexico Ambassador's of International Goodwill

2010 El Comediante – Teo Gonzalez
2009 Gilberto Gless
2008 Sergio Sendel
2007 Sergio Goyri
2006 Ninel Conde
2006 Eric Del Castillo
2005 Bronco El Gigante De America
2004 Pablo Montero
2003 Laura Flores
2002 Alicia Villarreal y Limite
2001 Veronica Castro
2000 Lupita D'Alesio
1999 Maribel Guardia
1998 Laura Leon
1997 Martin Urieta
1996 Carlos Cuevas
1995 Jorge Vargas
1994 Lucila Mariscal "Dona Lencha"
1993 Angeles Ochoa
1992 Queta Jimenez "La Prieta Linda"
1991 Ramon Ayala y Los Bravos
1990 Rosenda Bernal
1989 Maria De Lourdes
1988 Arianna
1987 Prisma
1986 Aida Cuevas
1985 Francisco "Charro" Avitia

Border Texan of the Year

2010	Frank N. Boggus
2009	Mayor John David Franz
2008	Lt. Gen. (Ret.) Ricardo Sanchez
2007	Dr. Shirley Reed
2006	Michael Allen
2005	Senator John Cornyn
2004	Joe La Mantia Jr.
2003	Tony Garza
2002	Senator Phil Gramm
2001	Governor Rick Perry
2000	Senator Kay Bailey Hutchinson
1999	Charles C. Butt
1998	Governor George W. Bush
1997	Lt. Governor Bob Bullock +
1996	Wayne W. Showers
1995	Dr. Mario E. Ramirez
1994	Lloyd M. Bentsen +
1993	Dr. Miguel Nervarez
1992	Congressman E. "Kika" De La Garza
1991	Morris Atlas
1990	Glen E. Roney
1989	Celia Hare Martin +

At Large Inductees

2010	Edwin M. Bigsby +
2010	Roland Garcia
2009	Dr. Bert D. Levine +
2007	Senator Juan J. "Chuy" Hinojosa
2007	Charles Chuck Snyder
2006	Bob Roux
2006	Joseph "German Joe" Sakulenzki
2006	Doria Avila +
2006	Dr. Robert & Mrs. Vi Norton
2006	Bill Summers
2005	Bryan Daniels
2005	Myron Floren
2005	Wiley Hutchinson
2005	Jimmy Gonzlaez y Grupo Mazz
2005	Amadeo Saenz
2005	Representative Ismael "Kino" Flores

Item No. 7

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Wendi Delgado, Administrative Services Director/Municipal Court

ITEM

Discussion and action to authorize the City Manager to (1) sign a multi-year Interlocal Agreement with Cameron County and the Texas Department of Motor Vehicles in accordance with the Texas Transportation Code to deny registration or re-registration of vehicles if the registered owner has a warrant for delinquent Class C misdemeanor traffic offenses for failure to appear or resolve cases as provided in Chapter 702 - Texas Transportation Code.

ITEM BACKGROUND

The program is scheduled to start on January 1st, 2011 as a Cameron County Assessor and Collector of Taxes Office project. The Cities that have already agreed to participate in Cameron County are: Brownsville, Los Fresnos, Harlingen, San Benito, and Port Isabel.

Attached:
Interlocal Agreement – Cameron County
Interlocal Agreement –Texas Department of Motor Vehicles
Scofflaw Powerpoint
Transportation Code
Scofflaw Notice

RECOMMENDATIONS/COMMENTS

This program will assist the Municipal Court with the collection of outstanding fines.

BUDGET/FINANCIAL SUMMARY

The cost is $23.00/quarter = $92/year. There is also a $.12 cent fee for each record flagged that will need to be paid to TXDMT prior to the flagging of the vehicle registration.

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

STATE OF TEXAS §
§ **INTERLOCAL AGREEMENT**
COUNTY OF CAMERON §

CITY OF SOUTH PADRE ISLAND

This Agreement made and entered into this 1st day of December, 2010, by and between the County of Cameron, hereinafter referred to as "County", with the agreement, consent, and participation of the Cameron County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the City of South Padre Island, a Texas home-rule municipal corporation hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code, and as authorized by Texas Transportation Code, Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Transportation Code §702.003 allows a county tax assessor-collector, upon receipt of information from a municipality by and through the Texas Department of Transportation motor vehicle registration system, to assist a municipality in the enforcement of outstanding warrants of arrest for the failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic offenses by refusing to register or re-register a motor vehicle; and

WHEREAS, Transportation Code §702.003 further allows a municipality to contract with the County to provide the necessary information to a county for the above determination by the county tax assessor-collector to deny motor vehicle registration or re-registration to certain persons; and

WHEREAS, Transportation Code §707.017 allows a county assessor-collector to refuse to register a motor vehicle alleged to have been involved in a violation of Chapter 707 of the Transportation Code where the owner of the motor vehicle is delinquent in the payment of a civil penalty imposed under Chapter 707; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code, Chapter 702 and 707, are in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, both the City and County represent to one another that each respective party has the authority to enter into this agreement and perform the obligations and duties stated herein; and

WHEREAS, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party.

NOW THEREFORE, this contract is made and entered into by County and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("the Agreement"):

1. PURPOSE OF AGREEMENT.

The purpose of the Agreement is to state the terms and conditions under which the County Tax Assessor-Collector will refuse to register or re-register certain motor vehicles when the County Tax Assessor-Collector receives information from the Texas Department of Transportation (the "Department") motor vehicle registration system that the owner of the vehicle has an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law, as defined by section 702.001 of the Transportation Code, as authorized and specifically set out under section 702.003 of the Texas Transportation Code, and/or the registered vehicle owner owes the City money for a civil penalty imposed under Chapter 707 of the Texas Transportation Code that is past due, as authorized and specifically set out under section 707.017 of the Texas Transportation Code.

2. DUTIES OF THE CITY.

2.1 The City shall contract with the County to provide information to enable the County Tax Assessor-Collector to identify flagged vehicle owners to determine which vehicle owners have an outstanding warrant from the City for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law pursuant to the Texas Transportation Code and/or the registered vehicle owner owes the City money for a civil penalty imposed under Chapter 707 of the Texas Transportation Code that is past due. The City will comply with all provisions of the Texas Transportation Code as well as all other applicable laws of the State of Texas while in the performance of its duties and obligations under the Agreement.

2.2 The City shall notify the County Tax Assessor-Collector within the next business day when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine or civil penalty and all court costs; or

2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.2.3 Whose charge for which the arrest warrant was issued has been dismissed; or

2.2.4 Whose charge for which the arrest warrant was issued has been cleared through judicial action or clerical correction.

2.3 The City shall provide necessary notice forms that a traffic law matter is cleared for presentation to the County Tax Assessor-Collector pursuant to Section 2.2 above on a form that is acceptable to the County.

2.4 The City shall provide to the County instruction sheets in a form acceptable to the County and maps for the County to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement.

2.5 The City shall provide a telephone number or the location of an office where individual inquiries and complaints can be made regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants and/or civil penalties that are past due, as well as to explain the procedures necessary to resolve the issues so as to obtain valid registration.

2.6 The City shall conduct a publicity campaign to explain when registration and re-registration will be denied and the procedures necessary to obtain valid registration. The publicity campaign shall include advertising by using at least two of the following:

2.6.1 Sign in the Municipal Court display case; and

2.6.2 Daily on the City's website

2.7 The City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise the Agreement.

2.8 Pursuant to Texas Transportation Code Section 702.004, the City shall insure that each city peace officer shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality that states that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register or re-register a motor vehicle in this state. The warning may be printed on the citation.

2.9 The City shall immediately recall all warrants for each individual who pays his/her fines and all court costs.

2.10 The City must provide the County with the license plate number of each vehicle the City would like to prohibit motor vehicle registration.

DRAFT

2.11 The City shall provide all records in an electronic format when adding, updating, or deleting records. The City will provide an FTP location and format for these submissions.

2.12 The City has the sole discretion to provide the County with a vehicle record to prohibit motor vehicle registration. However, the City shall only include those vehicle records that involve a violation of a "traffic law", as defined by section 702.001 of the Texas Transportation Code.

3. DUTIES OF THE COUNTY

3.1 The County Tax Assessor-Collector, and his subcontractors, shall:

3.1.1 Enter into an interlocal agreement with the Department to transmit all necessary vehicle information received from the City to the Department which will enable the Department to flag eligible vehicle records in the Department motor vehicle registration system so that the County may withhold registration pursuant to the Agreement.

3.1.2 Transmit vehicle records received from the City to the Department to determine if vehicle records are eligible for flagging according to the ILA between the County and the Department.

3.1.3 Review the Department motor vehicle registration system for traffic violation flags for all individuals who attempt to register any vehicle without the three-part renewal form issued by the State of Texas.

3.1.4 Refuse to register or re-register all motor vehicles which are flagged in the Department of motor vehicle registration system as having outstanding City warrants for traffic violations or outstanding civil penalties imposed under chapter 707 of the Transportation Code.

3.1.5 Distribute the instruction sheet to flagged motor vehicle owners that will explain the steps necessary to resolve their outstanding traffic violations, including any Court fines and fees and to obtain vehicle registration, and a map showing directions to the Municipal Court Bond Offices, if said instructions and map are furnished by the City.

3.1.6 Distribute an instruction sheet with a telephone number and office address to individuals who want to complain about registration denial if said instructions and address are furnished by the City.

3.2 The County Tax Assessor-Collector, and his subcontractors, shall register or re-register a motor vehicle upon receipt of notice from the City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

DRAFT

3.3 The County Tax Assessor-Collector shall at any time have the sole authority and prerogative to register or re-register a motor vehicle.

4. CONSIDERATION AND PAYMENT.

The City shall collect the sum of twenty dollars ($20) per vehicle record presented to it by a person wanting to clear a traffic law matter as described in paragraph 2.2 of this Agreement. Of each twenty dollar ($20) fee so collected by the 25th day of the month, the City shall remit ten dollars ($10) on the first day of the following month to Tony Yzaguirre, Jr., Tax Assessor-Collector at the following address:

Cameron County Tax Assessor-Collector
964 E. Harrison St.
Brownsville, TX 78520

The City shall retain the remaining ten ($10) for its own purposes and reserves the right to increase the amount it collects for itself.

5. TERM AND TERMINATION.

This Interlocal Agreement shall be effective upon its date of execution by the last party to execute the Agreement and shall terminate on the 1st day of December 2011. The agreement shall automatically renew for successive one-year terms. This agreement may be terminated at any time by either party upon sixty (60) days written notice to the other parties.

6. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY TAX
ASSESSOR-COLLECTOR: Tony Yzaguirre Jr.
Cameron County Tax Assessor/Collector
956 E. Harrison
Brownsville, TX. 78520

TO THE CITY:
The City of South Padre Island
City Manager
4601 Padre Blvd
South Padre Island, TX 78597

7. INDEMNIFICATION.

County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. FISCAL FUNDING.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of county funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Agreement, specifically including any funding by City of this Agreement in the event that the City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

9. VENUE.

Venue to enforce this Agreement shall lie exclusively in Cameron County, Texas.

10. NONDISCRIMINATION.

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. SEVERABILITY.

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING.

In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS.

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER.

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES.

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

DRAFT

19. APPROVAL

This agreement is expressly subject to and contingent upon formal approval by the Cameron County Commissioners Court and by resolution of the respective City Council.
Interlocal Agreement-Scofflaw

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Cameron and the City of South Padre Island in the manner provided by law.

THE COUNTY OF CAMERON.
CAMERON COUNTY, TEXAS

By:_____
Carlos H. Cascos, CPA

County Judge

Attested By:

_____
Joe G. Rivera, County Clerk

By: _____
Tony Yzaguirre, Jr.
Tax Assessor-Collector

THE CITY OF SOUTH PADRE ISLAND
CITY OF SOUTH PADRE ISLAND

By:_____
Joni Clarke

City Manager

Attested By:

_____
Susan Hill, City Secretary

*Cameron County Commissioners' Court Legal Counsel
*By law, the Cameron County Commissioners' Court Legal Counsel may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Interlocal Agreement-Scofflaw

DRAFT

STATE OF TEXAS §

COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)

_____ (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment shall conform to the provisions of **Attachment B**, Budget.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment C**, Article 5 of this Agreement.

VI. LEGAL AUTHORITY:
THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDMV further certifies that it has the authority to perform the services by authority granted in Section 702.003 and in Section 707.017 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A,** Scope of Services**, Attachment B,** Budget**, Attachment C,** General Terms and Conditions, **Attachment D,** Resolution or Ordinance, **Attachment E,** Contact Information, **Attachment F,** Account Information and **Attachment G,** City Scofflaw Input File Requirements.

_____ (Name of Local Government)

By _____ Date _____
AUTHORIZED SIGNATURE

_____
TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS
Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

By _____ Date _____
Randy Elliston
Director, Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

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ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the local government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.

2. Place 'flags" on vehicle records based on data submissions received from Local Government containing "flag" request codes.

   A flagged record will cause:

   A. A "scofflaw" remark to be displayed on inquiry devices and point-of-sale workstations as part of the vehicle record when an inquiry is made on a "flagged" record.

   B. The printing of registration renewal notices with a "scofflaw" remark ("City Scofflaw: (City Name)") so the Local Government may deny registration. An explanation on the back of the registration renewal notice form directs the registrant to the county tax office, or the municipal court in the indicated city.

3. Remove "flags" from vehicle records based on data submissions received from Local Government containing "clear" request codes.

<u>Local Government</u> shall:

1. Provide data submissions to TxDMV via CD-ROMs or e-mail attachments in accordance with TxDMV specifications (see Attachment G) for computer run of initial probes (inquiry), flags (marking) of vehicle records and clears (removal) of flags.

2. Label CD-ROMs externally with the type of run to be made ("probe", "flag" and/or "clear") and the number of logical records. Note: Files containing probes must be exclusively probes. Files containing flags or clears can be exclusively flags or clears, or a combination of flags and clears.

3. Submit an application to establish the method of payment (see Attachment F), and establish account prior to submitting inquiries.

4. Comply to and in accordance with Texas Transportation Code Title 7, Subtitle A, Chapter 520, Section 520.023, in which the Local Government shall honor the vehicle transfer notice. If a date exists in the "vehsolddate" (Vehicle Sold Date) field, a transfer notice has been submitted, therefore the registered owner on this record is no longer subject to civil and criminal liability on and after the vehicle sold date.

ATTACHMENT B

Budget

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 207.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles
Administrative Services Division
PO Box 5020
Austin, TX 78763-5020

A. If the Local Government chooses to submit their input file via CD-ROM, the attached "Account Information" form must be completed, indicating that the Local Government wishes to establish a "Pay Upon Request" Account. The applicable payment shall be made each time a request to probe (search/inquiry), place or remove "flags" from motor vehicle records is submitted to TxDMV.

B. As an alternative, if the Local Government chooses to send their input file as an e-mail attachment, the "Account Information" form must be completed, indicating that the Local Government wishes to establish a non-interest bearing escrow account ("Prepaid Account") with TxDMV. Upon agreement between the Local Government, TxDMV and payment of applicable fees, as described below, TxDMV will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by TxDMV and provided herein.

   A deposit of <u>at least $500.00</u> shall be <u>maintained</u> in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account shall be established with TxDMV prior to submission of probes (inquiries), or placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The $500.00 minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

   A statement will be provided by TxDMV each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

   If the balance in the non-interest bearing escrow account falls below the $500.00 minimum balance, TxDMV may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the $500.00 minimum balance.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments
This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements
If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes
TxDMV will be responsible for the settlement of all contractual and administrative issues.

Article 4. Ownership of Equipment
Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDMV under this contract will be owned by TxDMV.

Article 5. Termination
This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities
Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

Article 7. Responsibilities of the Parties
Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT E

Contact Information

Technical assistance regarding probes, placing and removing of "flags" from motor vehicle records or information regarding payments for your account may be obtained by contacting the Administrative Services Division, Technology Support Branch, at (512) 465-7590 or (512) 465-7950 (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT F

ACCOUNT INFORMATION

ADMINISTRATIVE SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE	Contract Number For Department Use Only

Type of Account Requested:

_____"Prepaid" Account _____ "Pay On Request" Account

DATE:	ATTN: *(Name and Telephone Number of Person Responsible For Account)*
ACCOUNT NAME:	

BILLING ADDRESS:

ATTENTION: *(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)*

MAILING ADDRESS:

E-MAIL ADDRESS: *(For Output File Returns By E-mail)*

BUSINESS TELEPHONE NUMBER:	BUSINESS FAX NUMBER:

For Department Use Only

Escrow Amount _____

Date Agreement Signed _____

Account Terminated/Canceled

Non-Payment	*User Request*	*Account Number*
_____	_____	_____

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ATTACHMENT G

CITY SCOFFLAW
INPUT FILE REQUIREMENTS

1. There are three (3) processes available within the RTS CITY SCOFFLAW processing program. The available processes are as follows:

   A. 'P' – PROBE (inquiry)
   B. 'F' – FLAG (set CITY SCOFFLAW data)
   C. 'C' - CLEAR (lift CITY SCOFFLAW data)

2. The following input file format is required to process any of the three (3) options available with the RTS CITY SCOFFLAW process:

INPUT:			
REG-YR	4 bytes	Position 1-4	/*License Registration Year
PLTNO	7 bytes	Position 5-11	/*License Plate Number
DOCNO	17 bytes	Position 12-28	/*Document Number
FILLER	51 bytes	Position 29-79	/*City Optional Data (Data is returned on output file)
CODE	1 byte	Position 80	/*P=Probe (inquiry) /*F=Flag (set SCOFFLAW) /*C=Clear (lift SCOFFLAW)
TOTAL	**80 bytes**		

NOTE: A 'P'robe request requires REG-YR (Registration Year), PLTNO (License Plate Number) and CODE. All other information is optional.

Both 'F'lag or 'C'lear requests require DOCNO (Document Number) and CODE. All other information is optional.

Cameron County
Tax Assessor-Collector's Office

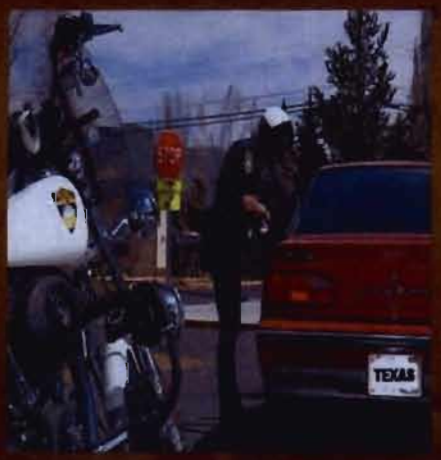
SCOFFLAW

COLLECTION PROGRAM

SCOFFLAW

- PURPOSE

  This legislation is aimed at a person who flaunts the law or fails to pay fines, which is the textbook definition of the word "scofflaw." Sections of the Texas Transportation Code allow a freeze on the auto registration of those who owe the county or city money for a fine, fee or tax that is past due.



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SCOFFLAW

City Scofflaw

TEXAS TRANSPORTATION CODE

§ 702.003 REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the **owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.** (e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

OBJECTIVES

- INCREASE REVENUE FOR CITY OF HARLINGEN.
- COORDINATE INFORMATION BETWEEN MUNICIPAL OFFICES AND THE OFFICE OF THE TAX ASSESSOR COLLECTOR IN ORDER TO ENHANCE COLLECTION OF OUTSTANDING FEES, AND FINES OWED TO THE CITY OF HARLINGEN.
- INCREASE NUMBER OF WARRANTS CLEARED, WITH THE INFORMATION PROVIDED FROM MUNICIPAL OFFICES AS WELL AS THE TEXAS DEPARTMENT OF MOTOR VEHICLES REGISTRATION & TITLE SYTEM (RTS).

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Texas Department of Transportation

HOW CONTRACT WORKS

- **The Interlocal Agreement** or Contract provides for the cost of the city to be **$23.00 per file submission** plus **$.12 (twelve cents) for each transaction** file. **Plus an initial deposit of at least $500.00** must be made to the department and will be maintained in a non-interest bearing account for estimated service use.
- The city submits input files to TxDOT listing license plate number of vehicles owned by city residents who have an outstanding warrant for a traffic fine or violation.
- Only those vehicles that are registered in **Cameron County** can be flagged in the RTS system.
- **§502.185 (h)**
  This section does not apply to the registration of a motor vehicle under Section 501.0234.(Automobile Dealer transactions)
  This will not affect the local Automobile Dealers.

IMPLEMENTATION PROCESS

- The city initiates an interlocal agreement with the Texas Department of Transportation (TxDOT) for the purpose of marking or flagging Texas motor vehicle registration records
- The city submits input files to TxDOT listing license plate numbers of city residents who have an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.
- TxDOT flags the records of those who live in that city by placing the word "Scofflaw" in the appropriate blank on the record.
- The vehicle owner attempts to register the vehicle.
- The Cameron County Tax Office clerk will deny registration and direct the registrant to the appropriate municipal office to pay the outstanding fine and clear warrant.
- The vehicle owner clears his or her record as required by the county, obtains a release form, and presents the form to the county tax assessor-collector's office.
- The city submits a "clear" request to TxDOT and registers the vehicle.

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FLAGGED VEHICLE RECORD
CITY SCOFFLAW

RELEASE FORM

RELEASE FOR CAMERON COUNTY TAX OFFICE
ASSESSOR-COLLECTOR'S
Acknowledgement of Payment

Payment for outstanding fines for delinquent citations issued to registered owner _____ of license plate No. _____ was paid to City of Harlingen Municipal Court No. _____ on _____ day of _____ 20___. This clears outstanding traffic warrant (s) and lifts the denial of vehicle registration in accordance with City Scofflaw Agreement.

Total outstanding balance	$
Amount paid on fine(s)	$
Balance still pending	$

Municipal case No._____

Municipal Cashier _____ Deputy Tax Assessor-Collector _____

State Law provides that falsifying information on any required document is a third-degree felony.

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COUNTIES AND MUNICIPALITIES IN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION

COUNTIES

- DALLAS COUNTY
- EL PASO COUNTY
- KAUFMAN COUNTY
- ECTOR COUNTY
- FORT BEND COUNTY
- HARRIS COUNTY

MUNICIPALITIES

- AUSTIN
- BAYTOWN
- DIBOLL
- EL PASO
- FORT WORTH
- HORIZON CITY
- HOUSTON
- HUMBLE
- JERSEY VILLAGE
- LUFKIN
- SOCORRO
- WHITE SETTLEMENT

PHOTOGRAPHIC TRAFFIC SIGNAL

Texas Transportation Code
Sec. 707.017. ENFORCEMENT
(a) If the owner of a motor vehicle is delinquent in the payment of a civil penalty imposed under this chapter, the county assessor-collector or the Texas Department of Motor Vehicles may refuse to register a motor vehicle alleged to have been involved in the violation.

*Cities such as Houston and Fort worth already implement this program.

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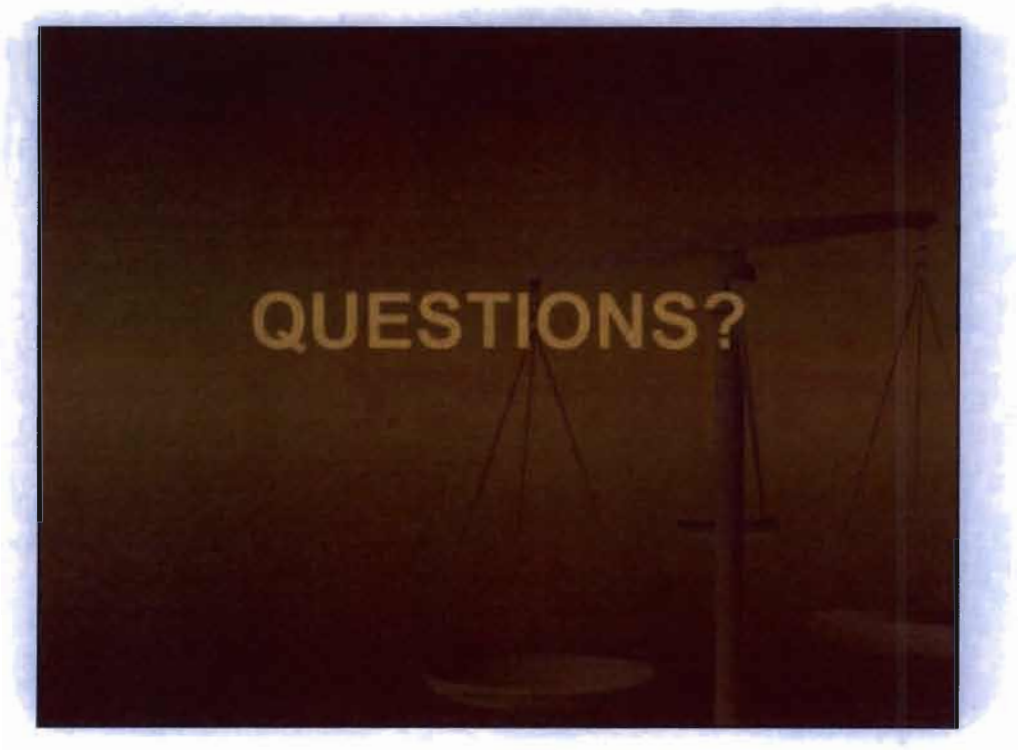

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TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE I. ENFORCEMENT OF TRAFFIC LAWS

CHAPTER 702. CONTRACTS FOR ENFORCEMENT OF CERTAIN ARREST WARRANTS

Sec. 702.001. DEFINITIONS. In this chapter:

(1) "Department" means the Texas Department of Motor Vehicles.

(2) "Registration" of a motor vehicle includes a renewal of the registration of that vehicle.

(3) "Traffic law" means a statute or ordinance, a violation of which is a misdemeanor punishable by a fine not to exceed $200, that regulates, on a street, road, or highway of this state:

(A) the conduct or condition of a person while operating a motor vehicle; or

(B) the condition of a motor vehicle being operated.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(a), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 933, Sec. 2S.01, eff. September 1, 2009.

Sec. 702.002. APPLICATION. This chapter applies only to a home-rule municipality.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 744, Sec. 1, eff. June 18, 1999.

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to

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appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

(b) A municipality may contract with a county in which the municipality is located or the department to provide information to the county or department necessary to make a determination under Subsection (a).

(c) A municipality that has a contract under Subsection (b) shall notify the county or the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) entry of a judgment against the person and the person's payment to the court of the fine for the violation and of all court costs;

(2) perfection of an appeal of the case for which the arrest warrant was issued; or

(3) dismissal of the charge for which the arrest warrant was issued.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(f) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(b), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 542, Sec. 3, eff. September 1, 2009.

Sec. 702.004. WARNING; CITATION. (a) A peace officer authorized to issue citations in a municipality that has a contract under Section 702.003 shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality.

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(b) The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register a motor vehicle in this state.

(c) The warning required by this section may be printed on the citation.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Renumbered from Transportation Code Sec. 702.005 and amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160, eff. Sept. 1, 1997.

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SCOFFLAW NOTICE

Effective October 1, 2010 the Cameron County Tax Assessor-Collector Motor Vehicle Division will deny the vehicle registration renewal of individuals who have outstanding traffic fines due with any ***Cameron County Justice of the Peace Court*** and the following municipalities:

- **City of Brownsville**
- **City of Harlingen**
- **City of Port Isabel**
- **City of Los Fresnos**
- **City of San Benito**
- **Town of South Padre Island**

This is part of the Scofflaw Program which, according to the Texas Transportation Codes 702.003 and 502.185, allows the Tax Assessor Collector's Office to deny vehicle registration to individuals who have an unpaid fine, fee, or tax to Cameron County or a Municipality.

People who have made arrangements to pay or have paid their fines in full will be issued a release form from the corresponding entity so that their vehicle registration may be renewed at the Cameron County Tax Office or any Branch office locations.

BUYERS BEWARE!

CONSUMERS BE CAUTIOUS WHEN PURCHASING A MOTOR VEHICLE

The Cameron County Tax Assessor-Collector's Office, the Cameron County Automobile Crimes Enforcement Task Force, and the South Texas Auto Theft Enforcement Task Force urge consumers to be cautious when purchasing a motor vehicle. In order to register a Motor Vehicle in Cameron County, Texas, the following conditions must be satisfied:

1. The vehicle title must be registered in the name of the seller.
2. Purchaser and seller must each sign both the title and the title application form (Form 130-U is available at the Cameron County Tax Office or at www.tx.mvd.gov).
3. A bill of sale, invoice, or purchase order (for out of state vehicles).
4. A copy of buyer's current drivers license will be required.
5. Proof of current automobile insurance will be required. If the registration is not current, there may be a registration fee.
6. Vehicles bought from anyone other than a licensed car dealer are subject to sales tax on the vehicle's Standard Presumptive Value.

When purchasing a vehicle from a licensed Texas dealer, the dealer is required to complete all the paperwork necessary to title and register the vehicle in your name within 20 business days of the date you purchased the vehicle.

Be especially cautious when purchasing a vehicle from an individual. A consumer who buys a vehicle from a person that is not a licensed Texas dealer runs a risk that:

- The vehicle may be stolen;
- The vehicle may be a salvaged, reconditioned, or flood damaged vehicle;
- The vehicle may have a rolled-back odometer;
- You may not be able to get a clear title;
- The vehicle may have a lienholder who has not been paid;
- Vehicle may have been sold for export only.

For more information contact the CCACETF at 956-544-0800, or to report a stolen vehicle phone our Hotline at 956-574-8162, Crime Stoppers at 956-350-5551, Toll Free at 1-866-350-5551, or 956-548-TIPS

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OFFICE OF THE TAX ASSESSOR-COLLECTOR
CAMERON COUNTY

Brownsville	Harlingen	San Benito	Los Fresnos	La Feria
Main Office	Branch Office	Branch Office	Branch Office	Branch Office
964 E. Harrison	3302 Wilson Road	1390 W. Expway 83	105 Ocean Blvd	200 Industrial Way
(956) 544-0800	(956) 427-8013	(956) 361-8232	(956) 233-4494	(956) 797-3075
FAX: 544-0808	FAX: 427-8017	FAX: 361-8235	FAX: 233-6154	FAX: 797-9239
From 8:00am - 4:30pm	From 8:00am - 4:30pm	From 8:00am - 4:30pm	From 8:00am - 4:00pm	From 8:00am - 4:30pm

Port Isabel	Rio Hondo	Brownsville Southmost	Brownsville Westside
Branch Office	Branch Office	Branch Office	Branch Office
505 Highway 100	125 W. Colorado	2900 Southmost Road	1763 Military Highway
(956) 943-8101	(956) 748-2345	(956) 574-8176	(956) 542-5854
FAX: 943-0184	FAX: 748-4622	FAX: 574-8176	FAX: 542-6673
From 8:00am - 4:30pm	From 8:00am - 4:00pm	From 8:00am - 4:00pm	From 8:00am - 4:00pm

OFFICES COUNTYWIDE TO BETTER SERVE YOU

PAYMENTS OPTIONS: Taxpayer may pay the total amount due by cash, check, credit card, or make partial payments. Partial payments do not qualify for discounts in accordance with Texas Property Tax Code Sec. 31.07(c), unless an entire taxing entity is paid in full. If total current tax is paid by January 31, no penalty and interest is charged. Any current amounts not paid by January 31 will begin to draw penalties and interest until paid. Taxpayer may establish an Escrow Account, or sign a payment agreement by June 30 for current year taxes only, to avoid paying an attorney collection fee. A four-payment option is available for individuals who are disabled or at least 65 years of age with a residential homestead exemption. This plan spreads property tax bill over four payments in accordance with Texas Property Tax Code Sec. 31.031.

PAYMENTS IN PERSON: If you wish to pay in person, you may pay at any of the above locations. Drive Thru windows are located at our Brownsville Main Office (on East Van Buren between East 10th Street and 8th Street), Port Isabel and Harlingen Branch Offices. Drive-thru transactions are limited to three (3) per vehicle to expedite traffic flow. Business Hours: 8:00am to 4:30pm.

DROP OFF BOXES: Tax payments may be dropped-off at the Drop-Off-Boxes located at the Brownsville Main Office (on East Van Buren between East 10th Street and 8th Street), and Port Isabel Branch Office located above. Payments dropped off after business hours and next day before 8:00am will be processed with the previous day's date. All payments dropped off after 8:00am will be processed the next business day.

PAYMENTS BY MAIL: Mail must be postmarked for the month in which payment is due in accordance with Texas Property Tax Code Sec. 1.08 (Check must include current driver license #). If we have to return your payment for any reason (error in amount, check not signed, etc.) the postmark date of your reply envelope is the controlling date.

PENALTY AND INTEREST: Taxes on this statement are delinquent if not paid prior to February 1 of each year and will have Penalty and Interest added as shown in the front of this statement in accordance with Texas Property Tax Code Sec. 33.01 (a). Also, "A delinquent tax accrues interest at a rate of one (1) percent for each month or portion of a month the tax remains unpaid".

On April 1 of each year, all delinquent personal property taxes are turned over to a tax attorney for collection. At that time, in accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.11, an attorney's fee and collection expense will be added. Also, on July 1 of each year, all delinquent real estate taxes are turned over to a tax attorney for collection. At that time, in accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.07, an attorney's fee and collection expense will be added. (Please refer to the back of the Original Tax Statement regarding the percentage of individual attorney fees by taxing unit).

Late Rendition Penalty: Texas Property Tax Code Sec 22.28 (Penalty for Delinquent Report) states that "the chief appraiser shall impose a penalty on a person who fails to timely file a rendition statement or property report required by this chapter in an amount equal to 10 percent of the total amount of taxes imposed on the property for that year by taxing units participating in the appraisal district." Also stated, "The assessor shall add the amount of the penalty to the original amount of tax imposed on the property and shall include that amount in the tax bill for that year."

Texas Property Tax Code Sec. 31.01(g) states that "failure to send or receive a tax bill does not affect the validity of the tax, penalty or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

Texas Property Tax Code Sec. 33.045 states that, "If you are 65 years of age or older or are disabled and the property described in this document is your residence homestead, you should contact the appraisal district regarding any entitlement you may have to a postponement in the payment of these taxes."

Cameron Appraisal District (CAD) uses the same account number for all taxing entities. The CAD is a separate local agency and is not part of County Government or the Cameron County Tax Office.

GENERAL INFORMATION: EXEMPTIONS: Exemptions are very limited and do not apply to all taxing jurisdictions. Review carefully the Exemptions (if any) which are shown on your statement. The CAD decides; what property is to be appraised, it's appraised value, whether to grant exemptions, who the property owner is and their address, and what taxing jurisdictions can tax the property. If there are any changes to any of the items listed above, please contact the Cameron Appraisal District at P.O. Box 1010, 2021 Amistad Drive, San Benito, TX. 78586 **(956) 399-9322, 541-3365 or 428-8020 or www.cameroncad.org**

INTERNET PAYMENTS: Can be made by going to www.cameroncountytax.org a convenience fee will be charged based on a fee schedule.

Discover, Master Card, Visa and Internet Check (iCheck).
THERE ARE NO SPLIT PAYMENTS ALLOWED

MAIL PAYMENTS TO:

TONY YZAGUIRRE JR.
TAX ASSESSOR – COLLECTOR
P.O. BOX 952
BROWNSVILLE, TEXAS 78522-0952

MASTER CARD, VISA ACCEPTED OVER THE COUNTER AT ALL TAX OFFICE LOCATIONS, PLUS 2½% PROCESSING FEE

REV 9/10

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Item No. 8

SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Larry Homan, Finance Director

ITEM

Establish the budget for the Construction in Progress Fund (Fund 45) and appropriate funds for the construction and related costs of the new Fire and Emergency Services Station.

ITEM BACKGROUND

As a result of the voter's approval for the construction of the City's new Fire and Emergency Services Station funds must be appropriated to pay for the cost of that construction. Funds were not appropriated during the normal budget process back in July and August because of the then pending Bond Election. Now that the voter's have spoken we need to establish a budget and appropriate funds to begin the task of building the building.

RECOMMENDATIONS/COMMENTS

Staff recommends approval of the budget as presented on the attached document.

BUDGET/FINANCIAL SUMMARY

As shown in the attachment. This budget amendment has no effect on the fiscal year 2010/2011 fiscal year General Fund Budget nor on the Excess Reserve portion of the Unrestricted Reserve Fund Balance of the General Fund.

COMPREHENSIVE PLAN GOAL

6.J Continue to support the needs of the Public Works, Police and Fire Departments to ensure adequate protection of the population.

6.19 Plan and budget for additional fire and police staffing and the requisite vehicles, equipment and facilities.

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

Fire & Emergency Serv

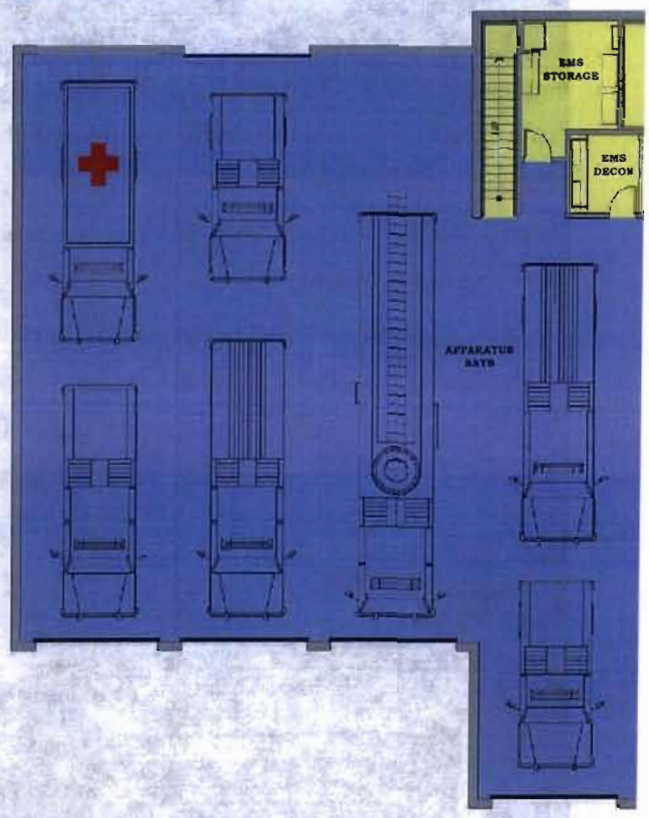
Cost Breakdown

General Requirements		$92,468
Sitework		$214,824
Concrete		$730,049
Masonry		$304,120
Metals		$110,540
Wood & Plastics		$90,000
Thermal & Moisture		$367,580
Openings		$312,356
Finishes		$331,420
Specialties		$27,760
Equipment / Radio Alert		$55,000
Furnishings		$100,000
Special Construction		$0
Elevators		$54,000
H.V.A.C		$187,879
Plumbing		$121,296
Fire Sprinkler System		$101,080
Electrical		$283,024
Subtotal		$3,483,395
CMAR Contingency	5.00%	$174,170
Owner Allowance		$0
All for Util. Tap & Imp Fees		$15,000
Escalation Factor	0.00%	$0
Subtotal		$3,672,565
General Conditions	7.00%	$257,080
Subcontractor Bonds		$0
General Liability Insurance		$36,726
Builder's Risk Insurance		$146,903
Subtotal		$4,113,272
Performance and Payment Bond		$40,196
Subtotal		$4,153,468
General Contractor's Fee	4.00%	$166,139
Subtotal		$4,319,607
Owner Allowances		
Bond Sale Fee		$140,000
Design Fee		$363,200
Potential Material Cost Increase Allowance		$72,629
TOTAL		**$4,895,436**

Independent Review

Spawglass, a major commercial builder, provided an independent cost review and has determined this is a "basic" standard Fire & Emergency Services Station and the estimated cost is an accurate estimate given the required building standards.

First Floor C



Fire & Emergency Serv

The proposed Fire & Emergency Services Station will incorporate environmentally friendly standards and the design will include:

- Individual dorm rooms addressing gender equality issues
- Living facilities for on duty Fire Fighters
- Exercise and training rooms
- Lobby and equipment repair room
- Office space for administrative personnel
- Vehicle bays for 10 vehicles
- Chemical storage and compressor room
- EMS storage, decontamination and treatment rooms
- Multiple green components such as a solar water heater

**Light maintenance, janitorial and landscaping duties are all performed by on-duty firefighters providing no additional personnel costs to the City.*

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PROPOSED BUDGET WORKSHEET

AS OF: SEPTEMBER 30TH, 2011

45 -MUNICIPAL COMPLEX CONSTRU

FINANCIAL SUMMARY	TWO YEARS PRIOR ACTUAL	ONE YEAR PRIOR ACTUAL	CURRENT YEAR ACTUAL BUDGET	CURRENT YEAR Y-T-D ACTUAL	PROPOSED BUDGET	INCREASE (DECREASE)
REVENUE SUMMARY						
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	1,095,436.00	1,095,436.00
MISCELLANEOUS	6.29	19.49	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES	74,500.00	0.00	0.00	0.00	3,800,000.00	3,800,000.00
*** TOTAL REVENUES ***	74,506.29	19.49	0.00	0.00	4,895,436.00	4,895,436.00
EXPENDITURE SUMMARY						
SPECIAL PROJECTS	(7,169.36)	0.00	27,777.00	0.00	4,923,213.00	4,895,436.00
*** TOTAL EXPENDITURES ***	(7,169.36)	0.00	27,777.00	0.00	4,923,213.00	4,895,436.00
** REVENUES OVER(UNDER) EXPENDITURES **	81,675.65	19.49	(27,777.00)	0.00	(27,777.00)	0.00

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PROPOSED BUDGET WORKSHEET

AS OF: SEPTEMBER 30TH, 2011

45 -MUNICIPAL COMPLEX CONSTRU

REVENUES	TWO YEARS PRIOR ACTUAL	ONE YEAR PRIOR ACTUAL	CURRENT YEAR ACTUAL BUDGET	CURRENT YEAR Y-T-D ACTUAL	PROPOSED BUDGET	INCREASE (DECREASE)
INTERGOVERNMENTAL						
46068 GRANT REVENUE	0.00	0.00	0.00	0.00	1,095,436.00	1,095,436.00
** REVENUE CATEGORY TOTAL **	0.00	0.00	0.00	0.00	1,095,436.00	1,095,436.00
MISCELLANEOUS						
48040 INTEREST REVENUE	6.29	19.49	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **	6.29	19.49	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES						
49070 BOND PROCEEDS	0.00	0.00	0.00	0.00	3,800,000.00	3,800,000.00
49090 TRANSFERS IN	74,500.00	0.00	0.00	0.00	0.00	0.00
** REVENUE CATEGORY TOTAL **	74,500.00	0.00	0.00	0.00	3,800,000.00	3,800,000.00
*** TOTAL REVENUES ***	74,506.29	19.49	0.00	0.00	4,895,436.00	4,895,436.00

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PROPOSED BUDGET WORKSHEET

AS OF: SEPTEMBER 30TH, 2011

45 -MUNICIPAL COMPLEX CONSTRU

SPECIAL PROJECTS

DEPARTMENT EXPENDITURES		TWO YEARS PRIOR ACTUAL	ONE YEAR PRIOR ACTUAL	CURRENT YEAR ACTUAL BUDGET	CURRENT YEAR Y-T-D ACTUAL	PROPOSED BUDGET	INCREASE (DECREASE)
GOODS AND SUPPLIES							
572-0150 MINOR TOOLS & EQUIPMENT		16,007.75	0.00	0.00	0.00	0.00	0.00
*** CATEGORY TOTAL ***		16,007.75	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS SERVICES							
572-0513 TRAINING		0.00	0.00	0.00	0.00	0.00	0.00
572-0530 PROFESSIONAL SERVICES		0.00	0.00	0.00	0.00	363,200.00	363,200.00
Architectural Services	1	363,200.00				363,200.00	
572-0535 BOND ISSUANCE EXPENSE		937.53	0.00	0.00	0.00	140,000.00	140,000.00
Legal and Financial Adv	1	140,000.00				140,000.00	
572-0540 ADVERTISING		0.00	0.00	0.00	0.00	0.00	0.00
*** CATEGORY TOTAL ***		937.53	0.00	0.00	0.00	503,200.00	503,200.00
EQUIPMNT > $5,000 OUTLAY							
572-1001 BUILDINGS & STRUCTURES		(24,114.64)	0.00	0.00	0.00	4,392,236.00	4,392,236.00
Component Costs - Stick	1	3,483,395.00				3,483,395.00	
CMAR Contingency	1	174,170.00				174,170.00	
Tap Fees and Impact Fee	1	15,000.00				15,000.00	
General Conditions	1	257,080.00				257,080.00	
General Liability Insur	1	36,726.00				36,726.00	
Builder's Risk Insuranc	1	146,903.00				146,903.00	
Performance and Payment	1	40,196.00				40,196.00	
General Contractor's Fe	1	166,139.00				166,139.00	
Potential Material Cost	1	72,627.00				72,627.00	
*** CATEGORY TOTAL ***		(24,114.64)	0.00	0.00	0.00	4,392,236.00	4,392,236.00
INTERFUND TRANSFERS							
572-9470 TSF TO GENERAL FUND		0.00	0.00	27,777.00	0.00	27,777.00	0.00
TSF TO GENERAL FUND	1	27,777.00				27,777.00	
*** CATEGORY TOTAL ***		0.00	0.00	27,777.00	0.00	27,777.00	0.00
*** DEPARTMENT TOTAL ***		(7,169.36)	0.00	27,777.00	0.00	4,923,213.00	4,895,436.00
*** TOTAL EXPENDITURES ***		(7,169.36)	0.00	27,777.00	0.00	4,923,213.00	4,895,436.00

*** END OF REPORT ***

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Item No. 9

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Rick Vasquez, Transit & Development Director

ITEM

Discussion and action on an ordinance to amend the Planned Development District Standards, Specifications and Zoning for the Shores Subdivision of South Padre Island (July 20, 2010).

ITEM BACKGROUND

The Planning and Zoning Commission reviewed the proposed amendments and unanimously recommended approval of the minutes.

RECOMMENDATIONS/COMMENTS

The amendments include:

1) Definitions – Parking Structure
2) Parking Defined
3) Theater Parking
4) Shared Parking
5) Condo and apartment parking standard
6) Hotel and condo hotel parking standard
7) Lot width

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

ORDINANCE NO. 10-33

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND TEXAS APPROVING AMENDMENTS TO THE PLANNED DEVELOPMENT DISTRICT STANDARDS, SPECIFICATIONS AND ZONING FOR THE SHORES SUBDIVISION OF SOUTH PADRE ISLAND ATTACHED DOCUMENT AS EXHIBIT "A"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF UP TO TWO THOUSAND DOLLARS ($2,000.00) FOR EACH VIOLATION, AND PROVIDING FOR PUBLICATION IN CAPTION FORMAND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Shores Development Inc., submitted an application to the City of South Padre Island to review the Shores Planned Development District Standards and Specifications and Zoning; and,

WHEREAS, the Planning and Zoning Commission reviewed the proposed amendments recommended approval of the amendments to the Shores Planned Development District Standards and Specifications and Zoning; and,

WHEREAS, this ordinance is consistent with the goals of the the Town's Comprehensive Plan.

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

Section 1. That the Shores Planned Development District Standards and Specifications and Zoning be amended as describedand attached hereto as **Exhibit "A".**

Section 2. Any violation of this Ordinance may be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

Section 4. All other ordinances or portions of ordinances that may be in conflict with the provisions of this ordinance are hereby repealed.

Section 5. This Ordinance shall become effective when published in summary form or by publishing its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this 1st day of December, 2010.

PASSED, APPROVED AND ADOPTED on Second Reading, this _____ day of December, 2010.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

_____
Susan Hill, City Secretary

_____
Robert N. Pinkerton, Jr., Mayor

FRANKE INC. REALTORS

Richard J. Franke richardsr@frankerealtors.com
Richard J. Franke, Jr. richardjr@frankerealtors.com
Bob Houser bob@frankerealtors.com
Dennis A. Franke dennis@frankerealtors.com
Kevin C. Franke kevin@frankerealtors.com

September 2, 2010

Jay Mitchim
Building Inspector
City of South Padre Island
Public Works Department
4601 Padre Boulevard
South Padre Island, Texas 78597

jmitchim@townspi.com

Fax: 761-3898

Re: Shores Planned Development District (PDD)

Dear Jay,

Enclosed are the proposed changes to the PDD for the Shores that we would like to have submitted for the Planning & Zoning and ultimately approved by the South Padre Island Council.

Please advise me as to the schedule and any additional information you may need from me.

Additionally, please review the enclosed changes regarding Offsite Parking and let me know if these changes are approved will we be able to satisfy the parking requirements for the Namar Building (Nader's Building)?

I look forward to hearing from you.

Sincerely yours,

Richard J. Franke

RJF/ce

Enclosure

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

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projections of the buildings, such as eaves, cornices, porches, stairways, carports, etc., are considered as open spaces and not building space.

Outbuilding: An accessory building detached from the primary residence, such as a garage or a garage with guesthouse above.

Overhead Connector: A walk, deck, or similar structure that connects the house with an outbuilding or garden structure at any level other than the first floor.

Parking, Parking Requirements, Off-Street Parking: All parking requirements of a building or premises must be provided on the same site/land for which the building permit is issued or in the commercial areas in adjoining parking lot. All parking areas and access thereto, must be located upon property of the same or more intensive zoning district, and must be of a concrete paver surface. All parking lot construction shall conform to Section, Parking Lots, of the Standards and Specifications for the Acceptance of Public Improvements for The Shores.

Parking Structure: A structure in which to park cars that may be one to three st height.

Patio: A hard surfaced area without a solid roof structure

Pergola: An open-air garden structure with a trellised roof.

Persons: The word "person" shall, for the purpose of this document, mean every person, firm, co-partnership, association, partnership, corporation or society; and the term "person" shall include both singular and plural and the masculine shall embrace the feminine gender.

Pervious Surface: a surface through which water can penetrate.

Porch/Gallery/Veranda: A covered outdoor area attached to a house.

Pool House: A free standing one-story structure to operate as a cabana with dressing rooms, bathroom and wet bar.

Primary Residence: The primary dwelling structure on a lot.

Primary Structure: The primary structure is the largest structure on a lot.

Recreational Center: A building that is totally enclosed, both with ceilings and walls, within which there is located facilities for the conduct of sports and other related recreational activities and there may be located outdoor swimming pools directly adjacent to said enclosed facilities and which are an integral part of the main facility. Any recreational center may also have located within the sport facilities a pro shop wherein items are sold in connection with sports and recreational activities, a nursery to care for the children of the participants, and a beauty shop for the participants located therein.

On all Lot Types, the first floor must be entirely enclosed with masonry walls or doors (louvered doors are encouraged). All first floor walls (both exterior and interior) must be masonry floor to ceiling breakaway walls, except that concrete shear (non breakaway) walls are allowed, as necessary at entry or stairs not to exceed enclosing a floor area of 300 square feet. A concrete slab floor is allowed in this area, as permitted by FEMA (maximum of 300 square feet). All other first (ground) floors must be of breakaway construction (brick pavers).

5. First Floor Walls / Finish

On all Lot Types, the exterior and interior finish of the first floor walls must be comprised of a smooth stucco finish over the concrete masonry walls. Other finish may be approved at main entry or stairs to house.

6. Ground Floor Patios, etc.

Ground floor patios, driveway, walkway, pool deck, etc. must be constructed with brick pavers. No concrete slabs are allowed (either surface or sub-surface).

(J) **A/C Condenser Unit**: All A/C condenser units must be located within the envelope of the primary residence, outbuilding or high-rise building and vented with louvers through the exterior wall. No A/C condenser units are permitted on the exterior of the building. Window unit air conditioners are not allowed.

(K) **Pool Pumps and other equipment**: All pool pumps and other equipment must be located within the building. No pumps or other equipment are permitted on the exterior of the building.

(L) **Parking**: All buildings are required to have adequate on site parking so that all normal parking is located within the lot and not on the street. Guest or service vehicles may temporarily park on street. Boat trailers and other trailers or large vehicles are not allowed to park in the street or exposed to view on the lot.

(M) **First Floor A/C Area**: A maximum of 35% of the first floor (ground floor) conditioned. The intent is that the first floor of the house is not to be used as living area. All bona fide living area is to be located on the second floor and above. The first floor must be constructed with breakaway walls and is considered an expendable area in case of significant storm. The air-conditioned area allowed on the first floor is to provide for the entry, stairs, elevator and servant quarters.

(N) **Floors to Ceiling Heights**: All buildings must have a minimum 10'-0" floor-to- ceiling height at the first living level and a minimum 10'-0" at the second living area as measured from finish floor to finish ceiling. Outbuildings and garages must have a minimum of 9'-0" floor to ceiling height.

(O) **Minimum Elevations**:

4. Retail Store, barber and beauty shops, curio shops. Dry Cleaners, Laundromats Bakery Retail stores and office buildings shall provide off-street parking space in a ratio of one (1) space for each two hundred fifty (250) square feet of gross sales or office floor area.

5. Nightclubs, off-street parking spaces shall be provided in a ratio of one (1) space for every One Hundred Square feet (100 sq. ft.) of gross nightclub seating floor area.

6. Theaters shall provide off-street parking space in a ratio of one (1) space for each five (5) seats

7. Shared Parking

   (a) Unassigned shared parking within a parking lot is approved so long as the total number of parking spaces in the parking lot total the numbers of required spaces for each of the business uses. If it can be demonstrated that certain businesses will operate at different times of the day the required parking spaces for those businesses may be reduced by 50 %.

   (b) The applicant is responsible for providing the necessary information, which demonstrates that shared parking is possible and appropriate at the proposed location.

   (c) Special Provision Commercial Area: A structure providing a covered parking area for a maximum of 6 cars may be located on a commercial lot along the West side of Highway 100 provided that it is located off of the back (rear) entry of the buildings along the access drive. The structure must be located at least 75 feet East of the Main Street right-of-way with supporting columns setback at least 3 feet from the property line and roof overhand not exceeding the property line.

(J) **Area of Lot**: the minimum area of a lot shall be 5,000 square feet, (except for Townhouse lots which shall be a minimum of 2,500 square feet).

(K) **Width of Lot**: the minimum width of a lot shall be thirty-five (35) feet (except for Townhouse lots which shall be a minimum of 25 feet). *Note: the front yard of an irregular shaped lot is measured at the front yard setback when determining the lot width.*

(L) **Depth of Lot**: the minimum depth of a lot shall be in accordance to meet the 5,000 square foot lot size.

(M) **Other Requirements**

General Requirements	Section 2.4.4A
Architectural Guidelines	Section 2.9
Site Improvements	Section 2.10
Miscellaneous Guidelines	Section 2.11
Landscape Guidelines	Section 2.12
Shores DRB Approval Process	Section 2.13

Article 2. Planned Development District (P.D.D.) Land Use Standards for the Shores

2.1 Planned Development Districts. (PDD)

The PDD presented in this document includes approximately ***247 acres*** of land that is located in the Town of South Padre Island. This property extends north and south approximately one half mile on both sides of Highway 100 Road and runs from the Gulf to the Bay.

2.2 Land Uses - The land included in this Planned Development District provides for a variety of residential uses, including Single Family homes, Townhouses, Apartments and Condominiums. The area also includes commercial areas and community facilities such as parks and open space corridors. These land uses are determined by Zoning and Lot types, which are defined and specified in this document.

2.3 Definitions.

For the purpose of this document, the following words and terms as used herein are defined to mean the following: Words used in the present tense include the future; words in the singular number include the plural number; the words in the plural number include the singular number; the word "building" includes the word "structure"; the word "lot" includes the word "plot"; the word "shall or must" is mandatory and not discretionary.

Accessory building or use: A subordinate building having a use customarily incident to and located on the lot occupied by the main building; or a use customarily incident to the main use of the property. A building housing an accessory use is considered an integral part of the main building when it has any part of a wall in common with the main building, or is under an extension of the main roof and designed as an integral part of the main building.

Alley: A minor way, which is used primarily for service access to the back or side of properties otherwise abutting on a street.

Alteration: Any addition, removal, extension, or change in the location of any exterior wall of a main building or accessory building.

Amusement center: An amusement center is a business wherein there are located machines which require the deposit of money therein to be activated for an individual's entertainment, and from which said business establishment derives fifty percent (50%) or more of its gross income.

Apartment: A room or a suite of rooms within an apartment house arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit.

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Apartment house: A building or portion thereof arranged, intended or designed for three (3) or more families or housekeeping units living independently of each other.

Bedroom: For the purpose of calculating off-street parking requirements, rooms such as studies, dens, libraries, etc., must be considered a bedroom if they have an adjacent or adjoining bathroom.

Boarding house: A building other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for five (5) or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

Bed and Breakfast: A private residence, several rooms of which are set aside for overnight guests whose paid accommodations include breakfast.

Boathouse: An accessory structure located on a waterway that houses a boat and may house a residential unit above.

Building: An enclosed structure, anchored to permanent foundation, and having exterior or party walls and a roof, designed for the shelter of persons, animals or property. When divided by other than common contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two (2) buildings connected by a breezeway shall be deemed as one building.

Carport: An attached air structure with one or more open sides, with a weatherproof roof to shelter automobiles no more than one story in height

Commercial Use: Uses including and similar to retail stores, professional and medical offices, restaurants, and lounges. All proposed commercial uses must be submitted to DRB for review and approval. The design of commercial properties is governed by the Shores Commercial Code.

Corner Lot: A lot situated at a junction of two or more streets, or of two segments of curved street, forming an angle of not more than 135 degrees.

Condominium: The separate ownership of single units or apartments in a multiple unit structure or structures with common elements. (as defined by the Texas Property Code)

Convenience storage facilities: A masonry structure that is partitioned into small sections for the purpose of renting individual storage rooms to individuals or corporations for the purpose of storing belongings, but from which there will be no general storage business or warehousing business operated or any other type of business operation.

Customary home occupations: Occupations ordinarily carried on in a home that is not detrimental or injurious to adjoining property. Any use, occupation or activity conducted entirely within a dwelling by the residents thereof, which is clearly incidental and secondary to the use of the dwelling for residential purposes and does not create customer and/or client traffic and does not change the character of the neighborhood. All proposed home occupations must be cleared by DRB.

Deck: Any wooden platform without solid roof structure.

DRB: The Shores Design Review Board.

Depth of Lot: The mean horizontal distance between the front and the rear lot lines.

Depth of Rear Yard: The mean horizontal distance between the rear line of a building other than an accessory building and the center line of the alley where an alley exists, otherwise the rear lot line.

District: A section of the Town for which the regulations governing the area, height and use of buildings are uniform.

Dwelling: A building or portion thereof, designed exclusively for residential occupancy, including one-family, two-family and multiple family structures, boarding and lodging houses, apartment houses, but not hotels, house trailers or mobile homes.

Family: Any number of individuals living together as a single housekeeping unit; as distinguished from a group occupying a boarding house or hotel.

Fence: A freestanding structure constructed to enclose or divide a property.

Footprint: The total area of a structure as measured at the ground level. Where enclosed space is located above a porch, the footprint of heated and cooled space must include the enclosed space on the upper level.

Front Yard: A yard across the full width of the lot from the front line of the main building to the front line of the lot.

Garage: An accessory building principally used for storage of motor vehicles.

Garden Structure: Pavilion, gazebos, arbors, pergolas, and other similar structures no more than one story in height.

Gate House: A one-story structure to receive and control the entry of cars and pedestrians.

Gazebo: An open-air garden structure.

Gross Floor Area: The gross floor area of a building shall be measured by taking outside dimensions of the building at each floor, excluding the floor area of basements or attics when not occupied as living quarters.

Height: The height of a building or portion of a building shall be measured from sea level, to the roof's top of ridge or gable. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, radio towers, ornamental cupolas, domes or spires,

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Hotels and Motels: A building occupied or used as a more or less temporary abiding place of individuals or groups of individuals who are lodged, with or without meals, and in which there are more than twelve (12) sleeping rooms, and no provisions for cooking in individual rooms.

Impervious Surface: Surfaces which prevent or impede normal water infiltration and/or cause runoff to other areas. Includes, but not limited to: (1) all buildings, and structures (area measured at roof gable end and eave lines), (2) stairs, walkways, driveways and parking or other areas, comprised of cementations substances, or any bituminous substance, including asphalt, and (3) any subbase of plastic or any shield which prevents or impedes water penetration. Decks, stairways and walkways with gaps in their surface structure (e.g., wooden decks with open cracks between the deck boards or brick pavers on sand base) allowing water to readily pass through the structure are not considered an impervious surface.

Institution: A building occupied by a non-profit corporation or non-profit establishment for public use.

Irregular Shaped Lots: Lots which are not rectangular in shape and are generally located in cul-de-sacs, curves, corners and knuckle shaped streets.

Lot: Land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as are required under this Document, and having its principal frontage upon a street.

Lot Front line: The line of a lot that is adjacent to the street.

Lot Lines: The lines bounding a lot as defined herein.

Lot Rear Line: The boundary line that is opposite and most distant from the front lot line.

Lot Corner: A lot abutting upon two (2) or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the Shores Design Review Board.

Multi-Family Residential: Any dwelling structure consisting of more than one dwelling unit.

Nightclub: Any business holding a mixed beverage permit from the Texas Alcoholic Beverage Commission or the appropriate State agency.

Non-Conforming Uses: A building or premises occupied by a use that does not conform to the regulations of the use in the district in which it is situated.

Open Spaces: Area included in any side, rear or front yard of a lot other than the building space that is measured as the outside dimensions of the floor area of the building. Therefore, in determining the percent of coverage of buildings allowed on a lot, the

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projections of the buildings, such as eaves, cornices, porches, stairways, carports, etc., are considered as open spaces and not building space.

Outbuilding: An accessory building detached from the primary residence, such as a garage or a garage with guesthouse above.

Overhead Connector: A walk, deck, or similar structure that connects the house with an outbuilding or garden structure at any level other than the first floor.

Parking, Parking Requirements, Off-Street Parking: Except as provided in Section 2.7(G) and 2.8(I) (8), all parking requirements of a building or premises must be provided on the same site/land for which the building permit is issued or in the commercial areas in adjoining parking lot. All parking areas and access thereto, must be located upon property of the same or more intensive zoning district, and must be of a concrete paver surface. All parking lot construction shall conform to Section, Parking Lots, of the Standards and Specifications for the Acceptance of Public Improvements for The Shores.

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Parking Structure: A structure in which to park cars that may be one to three stories in height.

Patio: A hard surfaced area without a solid roof structure

Pergola: An open-air garden structure with a trellised roof.

Persons: The word "person" shall, for the purpose of this document, mean every person, firm, co-partnership, association, partnership, corporation or society; and the term "person" shall include both singular and plural and the masculine shall embrace the feminine gender.

Pervious Surface: a surface through which water can penetrate.

Porch/Gallery/Veranda: A covered outdoor area attached to a house.

Pool House: A free standing one-story structure to operate as a cabana with dressing rooms, bathroom and wet bar.

Primary Residence: The primary dwelling structure on a lot.

Primary Structure: The primary structure is the largest structure on a lot.

Recreational Center: A building that is totally enclosed, both with ceilings and walls, within which there is located facilities for the conduct of sports and other related recreational activities and there may be located outdoor swimming pools directly adjacent to said enclosed facilities and which are an integral part of the main facility. Any recreational center may also have located within the sport facilities a pro shop wherein items are sold in connection with sports and recreational activities, a nursery to care for the children of the participants, and a beauty shop for the participants located therein.

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Rear Yard: A yard between the rear lot line and the rear line of the main building and the side lot lines.

Restrictive Use Easement (RUE): The R.U.E. is a private easement for use by the Shores Home Owners Association. Typical uses include but are not limited to the following; bulkhead and related structural support system, boardwalk improvements, private utilities, and fences.

Any proposed improvements within the R.U.E. must be approved by the Shores Home Owners Association. A site plan specifying existing and proposed improvements shall be submitted for approval by the Shores Home Owners Association. If proposed improvements are deemed to potentially impact critical structural components (i.e. bulkhead, retaining walls, etc.), the Shores Home Owners Association will have the option of requiring a letter of approval by a licensed Structural Engineer.

Romeo Balcony: French Doors or sliding glass doors protected by a guard rail that projects no more than 6 inches from the wall of the structure.

Roof: The exterior surface and its supporting structures on the top of a building

Side Yard: A yard between the main building and the adjacent side line of the lot, and extending entirely from the front yard to the rear yard.

Single Family Dwelling: A dwelling consisting of one dwelling unit.

Stairs: Stairs are for the purpose of accessing floors or levels beyond the first floor.

Storage Building: A one-story enclosed structure to store items that such as pool furniture, lawn equipment, and etc.

Street: An all weather roadway providing vehicular access.

Steps: Steps are for the purpose of accessing the first floor or level.

Story: That portion of a building between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between such floor and the ceiling next above.

Structural Alterations: Any change in the supporting member of a building such as bearing walls, columns, beams or girders.

Swimming Pool: A large receptacle typically constructed of concrete that holds water and normally used for swimming or exercising.

Tandem Parking: For single-family dwellings, two-family dwellings, townhouses, and multi-family developments which provide fully enclosed individual garages or carports or open uncovered parking for each dwelling unit, tandem parking spaces may be used as a design option in meeting the parking requirements of this Document. The use of tandem parking must meet the following requirements:

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- A tandem parking space must be a minimum of nine (9) feet in width and thirty-six (36) feet in length, and shall count as the equivalent of two, regular parking spaces, with a minimum of nine (9) feet wide by eighteen (18) feet long per parking space and shall be dedicated to a specific dwelling unit by means of a deed, restrictive covenant or condominium declaration, firmly binding the assignment of the clearly marked parking spaces to a specific dwelling unit in the project.

- All tandem parking spaces must be entirely located upon private property. No portion of any tandem parking space may utilize the public right-of-way or other public property.

- Tandem parking spaces must be surfaced with concrete pavers.

Terrace: An upper level outdoor living area without a solid roof.

Tower: A small room, porch, or deck that protrudes above the height of the main structure.

Townhouse: A Townhouse is a single-family dwelling unit constructed in a series of attached units with common walls and property lines separating the units.

Trash or Utility Enclosure: An open structure to obscure from view trashcans or other utility item.

Width of Side Yard: The horizontal distance between the side wall of a building which includes eaves, cornices, porches, stairways, carports or any projection of the building and the side line of the lot.

Yard: An open space of ground between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear yard, the smallest horizontal distance between the lot line and the main building must be used.

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2.4.4 PLANNING GUIDELINES

2.4.4A General Requirements

General requirements shall **apply to all Zoning Districts** (R-1, R-2, R-3, Commercial) and all **Lot types** (Lot Types I, II,III,IV,V,VI,VII, VIII).

(A) **Architecture**: All buildings at The Shores must be designed by, and all construction documents for permits must be stamped by an architect licensed in the State of Texas who has been pre-approved to work in The Shores Development. The Architect will also be responsible for signing a form upon completion of the project certifying that the building has been constructed in accordance with Plans submitted to DRB and the Design Code Standards and Specifications of The Shores subdivision. Owner must ensure that his contract with architect includes field observation during entire construction period as required for architect to provide such certification.
Architect must notify DRB in writing if architect knows or believes that contractor has or plans to deviate from approved plans. The property owner shall be responsible for contacting the DRB office to determine the time and dates of the DRB meetings and the cut-off dates for submission of applications. Application forms may be obtained from the DRB office. In addition to meeting the requirements of the Design Code, the owner is responsible for making sure that the construction conforms to all Federal, State, County, and Local codes, ordinances and regulations.

(B) **Engineering**: All structural systems of the buildings must be designed by a Licensed Professional Engineer licensed in the State of Texas with design standards to withstand at least 150 miles per hour winds and tidal surge.

(C) **Responsibility for Compliance**: It is the responsibility of the owner and architect of any construction to ensure that the construction complies with the Shores Design Code at the time of construction. Plans and Specifications are reviewed by the Shores Design Review Board for compliance; however, if there are items that are not apparent or not found, it does not mean approval of those items. All construction must comply with the requirements and the Spirit of the Design Code and it is each owner's responsibility to ensure compliance.

(D) **DRB Approval**: No construction may be started on any lot nor may a building permit be issued until the Shores Design Review Board has given written approval that the plans and specifications for the proposed construction have been approved.

Upon completion of the construction, The Shores Design Review Board must give written approval that the construction appears to be in compliance with The Shores Design Code before a Certificate of Occupancy can be issued by City.

(E) **Exterior Lighting**

(1) General: Exterior lighting must not be intrusive to adjacent properties or common areas.

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(2) Porch Lighting: Every house or building must have appropriate architectural lighting on the front porch or entry and lighting must be on a photocell and **operated daily**.

(F) **Landscape Lighting**

Landscape lighting must be appropriate architectural lighting located as close to grade as practical. There must be lighting in the landscaping on the street side of the fence and the lighting must emphasize the front entry gate and the driveway. All wiring must be placed underground and the lights must be connected to an electric photocell and **operated daily**.

(G) **Foundations**: The foundation system of all buildings must be designed by a registered professional engineer Licensed in the State of Texas and must be based upon recommendations given in a soils report prepared by a geotechnical soils engineering firm. The soils investigation, analysis and the design of the foundation system must be made by a registered professional engineer. The soils report must include recommendations for type, size, spacing and depth of piers, number and size of reinforcing steel within piers, and method and extent of isolation of foundation beams from adjacent soils.

(H) **Pilings**: All piling must be cased augured pilings constructed of reinforced concrete, designed by a Texas Licensed Structural Engineer. Pilings may not be exposed to view. Driven pilings or jetted pilings are prohibited.

(I) **Construction Types and Materials**:

1. Permitted Types of Construction

   a. Reinforced Concrete Masonry
   b. Reinforced Concrete

2. Floors

   On Type I Lots, the building floors must be constructed of concrete, except that the ground level floor must be of breakaway construction (brick pavers) / except as described in paragraph 4, below.

   On all other Lot Types, the building floors may be constructed of concrete, wood or steel floor systems, except that the ground level floor must be of breakaway construction (brick pavers) / except as described in paragraph 4, below.

3. Wood Frame Construction

Wood frame construction is not permitted, except that wood beams and columns may be used above the first floor on balconies and towers. Wood porch floors must be constructed of Treated TG 1 x 4 lumber. Wood exterior stair may use either treated wood or Trex for stair treads.

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4. First Floor Walls

On all Lot Types, the first floor must be entirely enclosed with masonry walls or doors (louvered doors are encouraged). All first floor walls (both exterior and interior) must be masonry floor to ceiling breakaway walls, except that concrete shear (non breakaway) walls are allowed, as necessary at entry or stairs not to exceed enclosing a floor area of 300 square feet. A concrete slab floor is allowed in this area, as permitted by FEMA (maximum of 300 square feet). All other first (ground) floors must be of breakaway construction (brick pavers).

5. First Floor Walls / Finish

On all Lot Types, the exterior and interior finish of the first floor walls must be comprised of a smooth stucco finish over the concrete masonry walls. Other finish may be approved at main entry or stairs to house.

6. Ground Floor Patios, etc.

Ground floor patios, driveway, walkway, pool deck, etc. must be constructed with brick pavers. No concrete slabs are allowed (either surface or sub-surface).

(J) **A/C Condenser Unit**: All A/C condenser units must be located within the envelope of the primary residence, outbuilding or high-rise building and vented with louvers through the exterior wall. No A/C condenser units are permitted on the exterior of the building. Window unit air conditioners are not allowed.

(K) **Pool Pumps and other equipment**: All pool pumps and other equipment must be located within the building. No pumps or other equipment are permitted on the exterior of the building.

(L) **Parking**: All buildings are required to have adequate on site parking so that all normal parking is located within the lot and not on the street. Guest or service vehicles may temporarily park on street. Boat trailers and other trailers or large vehicles are not allowed to park in the street or exposed to view on the lot.

(M) **First Floor A/C Area**: A maximum of 35% of the first floor (ground floor) may be air conditioned. The intent is that the first floor of the house is not to be used as living area. All bona fide living area is to be located on the second floor and above. The first floor must be constructed with breakaway walls and is considered an expendable area in case of significant storm. The air-conditioned area allowed on the first floor is to provide for the entry, stairs, elevator and servant quarters.

(N) **Floors to Ceiling Heights**: All buildings must have a minimum 10'-0" floor-to- ceiling height at the first living level and a minimum 10'-0" at the second living area as measured from finish floor to finish ceiling. Outbuildings and garages must have a minimum of 9'-0" floor to ceiling height.

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(O) **Minimum Elevations**:

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a. Residential Development: The first habitable living area of a building must be a minimum elevation of 16 feet above sea level. Note: The owner is also responsible for complying with the requirements of FEMA and the Town of South Padre Island Building Regulations, and where these regulations are more stringent than those defined in this code, the more stringent regulations will govern.

b. Commercial Development shall have a minimum finish floor commercial elevation of 11 feet above sea level except, that development in parks or common areas may be built at a lesser elevation as is necessary. The owner is also responsible for complying with the requirements of FEMA and the Town of South Padre Island Building Regulations, and where these regulations are more stringent than those defined in this code, the more stringent regulations will govern.

(P) **First Floor Level**: The top of the finish floor of the first floor (ground level) of a building, out building or garage must be a minimum of one foot above crown of the street directly in front of the building. If the first floor of the Building, Outbuilding or Garage contains a bathroom, the bottom of the lowest horizontal structural member must comply with FEMA Regulations. Note: The owner is also responsible for complying with the requirements of FEMA and the Town of South Padre Island Building Regulations.

(Q) **Front Door**: A Primary Residence must have an entrance door visible from the street. The spirit of the design code requirement is to connect visually the pedestrian pathway from the street to the door, the porch being the transition space. However, there are two exceptions: (1) a Primary Residence may have a side entrance where the lot is a corner lot; (2) a Primary Residence may have a side entrance where the lot is on a common walkway (part of The Shores infrastructure), so long as the residence also has an entrance connection with the street through doors on the porch, which would lead to the side entry; and (3) A Primary Residence may have a side entry into the house, so long as the residence also has an entrance connection with the street through doors on a porch (a Charleston style entry), which would lead to the side entry. Please keep in mid the spirit of this Design Code provision.

(R) **Garage Floor Elevation**: the required elevation of the garage floor above the crown of the street in a R-1 or R-2 zoned district is as follows:

Garage floor must be elevated above the crown of the street.6 of an inch for each foot of distance between the property line at the street and the front of the house and garage door.

Example:

20' = 12"	/ required elevation of garage floor above crown of street
24' = 14.4"	/ required elevation of garage floor above crown of street
60' = 36"	/ required elevation of garage floor above crown of street

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(S) **Garage Doors**: the Primary Residence may have a maximum of one (1) garage door and one (1) golf cart door (maximum 5' wide) facing the street. Outbuilding may have a maximum of one (1) garage door facing the street.

(T) **Eaves Requirement**: All buildings must have an eave (Roof Projection or overhang) with a minimum dimension of 12" from the exterior face of the exterior wall to the exterior face of the Eaves.

(U) **Lot Contour**: Yard areas must contour around House and driveway and may not be inappropriately elevated.

All lots must drain to the street. Waterway lots may drain up to 1/3 of the lot to the waterway.

(V) **Fill**: Fill material must be sand or soil. Crushed or broken concrete, asphalt or other materials are not allowed.

(W) **Exterior Repainting, Refinishing or Remodeling**

The exterior repainting, refinishing, or remodeling of any building or structure must be approved in writing by The Shores Design Review Board prior to any work commencing. Repaint colors must conform with the current Shores Design Code approved colors, as per Section 2.9.15 of The Shores Design Code.

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2.7 R-3 -High-rise Multiple Family Residential, Apartments, Condominiums and Hotel District

(A) **Use Regulations:** High-rise Multi-family Residential Apartments, Condominiums, Hotel District - no lot shall be used and no buildings shall be erected or converted to any use other than:

1. Any use authorized in an "R-2" District (must follow guidelines for that district).

2. High-rise Multiple Family Residential, Apartments, Condominiums and Hotels with four (4) Stories or more.

(B) **Lot Types allowed in R-3 District**
Lot Type VII

(C) **Maximum Size** of Structures will be determined by required setbacks and parking requirements.

(D) **Setback Requirements:**

Principal Structure Setback:

- Front Yards: (minimum of 25') The minimum front yard shall be increased one (1) foot for each two (2) feet in height if a building exceeds six (6) stories.

- Side Yards: (minimum of 5'), except the side yard shall be increased four (4) feet for each story the building exceeds three (3) stories in height.

- Rear Yards: (minimum of 20'), except that the structure may have decks and/or balconies extending within 10 feet of the rear property line, as long as said decks or balconies are not enclosed.

- Minimum rear yard depth shall be increased one (1) foot for each two (2) feet in height if the building exceeds six (6) stories, except for Beachfront properties which may build to the rear property line. Marina Lots may be built within 3' of the rear Lot line if bulkhead tiebacks are reengineered with piling or other means of support for the bulkhead, designed by a professional engineer and approved by the Shores Design Review Board. Water front lots may be built within 10' of the rear lot line under same conditions as a "Marina Lot".

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Accessory Structures / Buildings / Setbacks:

	Front	Side	Rear	Max. Height
Gate House	10'	10'	10'	1 story with tower
Garden Structure	10'	5'	10'	1 story with tower
Carport	5'	5'	5'	1 story with tower
Trash or Utility Enclosure	10'	5'	5'	1 story
Storage Building	10'	5'	5'	1 story
Swimming Pool	10'	5'	5'	In ground
Boardwalk	0'	0'	0'	36"
Outbuilding	10'	5'	10'	2 stories with tower
Boat House	n/a'	30'	0'	1 story with tower
Pool House	10'	5'	10'	1 story with tower
Parking Structure	25'	5'	10'	3 stories
Fence	18" *	0'	0'	36" **
Dune Walkover	n/a	25'	0'	Top deck 36" above dune
Deck	10'	5'	10'	18"

* Fence Along Highway may be on property line.

** Except around pool 4' high – see Exhibit

(E) **Setback – Stair Step Provision:**

This provision is only available with Shores DRB approval. When determining setback requirements of a high-rise building, the setback lines for the structure may vary for different portions of the structure as it increases in height, thereby allowing stair stepping in determining the setback requirements as a building reaches a height that requires an additional setback. Only that portion of the building at that height must meet the additional setback. The lower portion must only comply with the setback, as applied to it.

(F) **Height Regulations:**

1. Maximum building height will be determined by setbacks and parking requirements.
2. If the ground floor of a high-rise building is used for parking, storage and site amenities that space will not be counted as a story when determining the height of the building.

(G) **Required parking for a "R-3"**

1. (a) Condominiums and Apartments: Condominiums and apartments shall provide, two (2) * off-street parking spaces for each unit in the building, plus adequate parking for staff and one (1) guest parking space for each 5 units. For units with more than 3 bedrooms, 1 additional parking space shall be required for each additional bedroom.

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(b) Hotels and Condominium Hotels: Hotels and condominium hotels shall comply with the parking requirements set forth in Section 2.8(I)(2).

2. Size: The minimum size of a parking space is to be 9 feet by 18 feet.

3. Location: Driveways for lots located on traffic circles must be placed on the adjacent street and not in the circle.

4. Material: Driveway, walks, patios, garages, and on-site parking must be constructed of concrete pavers. Concrete is prohibited. Paver types, patterns and colors shall be submitted to DRB for review and approval.

* If determined by Shores Development Inc. that two (2) off-street parking spaces for each unit is excessive for the proposed project, then Shores Development Inc., at its sole discretion may reduce the parking space requirement; however, in no event shall it ever be reduced to less than 1½ spaces per unit.

(H) **Roof:**

(1) Pitch: All roofs must have a minimum pitch of 6" in 12" and a maximum pitch of 10" in 12". (Exception: the roof over a porch when used as a broken pitch extension of the main roof and not as a separate roof, must be a minimum pitch of 3" in 12"). The pitch of a roof when used with a pediment in a classical manner must be 5" in 12" pitch. Flat roofs are allowed only when the roof is used as a deck, is surrounded by a balustrade, and is accessible from an adjacent enclosed space, and does not comprise more than 30% of the house footprint.

(2) Materials: The only roofing material permitted is sheet metal (aluminum) standing seam roof attached with stainless steel clips and stainless steel screws. All metal roofs must be aluminum and carry a written twenty-year warranty against corrosion.

(3) Eaves: Roof eaves must be designed in compliance with the requirements of Exhibit 5-B.

All buildings must have an eave (Roof Projection or overhang) with a minimum dimension of 12" from the exterior face of the exterior wall to the exterior face of the Eaves.

Roof eaves may project a maximum of 3' into the required building setbacks but shall be a minimum of 3' front the property line.

(4) Color: All roofing materials must be white, off-white, or light gray. All roofing material colors must be approved by the DRB.

(5) Design Criteria: Roofs and roofing materials must be engineered to withstand a minimum of 150 miles per hour wind.

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(I) **Lot Area, Width & Depth**: the minimum area, width, and depth of a lot shall be determined by The Shores Design Review Board on an individual basis.

If R1 or R-2 District Development occurs within the R-3 District, then that development must follow the R-1 or R-2 Requirements.

(J) **Other Requirements**

General Requirements	Section 2.4.4A
Architectural Guidelines	Section 2.9
Site Improvements	Section 2.10
Miscellaneous Guidelines	Section 2.11
Landscape Guidelines	Section 2.12
Shores DRB Approval Process	Section 2.13

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Deleted: : The minimum area of a lot shall be 5,000 square feet, (except for Townhouse lots, which shall be a minimum of 2,500 square feet).

Deleted: (J) **Width of Lot**: The minimum width of a lot shall be thirty-five (35) feet (except for Townhouse lots which shall be a minimum of 25 feet). *Note: the front yard of an irregular shaped lot is measured at the front yard setback when determining the lot width.*¶
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<#>**Depth of Lot**: The minimum depth of a lot shall be as required to meet the 5,000 square foot lot size.¶
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2.8 C – Commercial District:

(A) **Use regulations:** Commercial District - no lot shall be used and no building shall be erected or converted to any use other than:

1. **Allowed Uses:** The purpose and intent the "C" Commercial District is composed of those activities of the Shores, whose principal use is and ought to be general business activities which provides basic and necessary goods and services for the community and its visitors and the following are the allowed uses in the district:

a. Any use authorized in the R-2 or R-3 Zoning District.
Requirement – if R-2 or R-3 District Development occurs within the "C" District, then that development must follow the R2 or R-3 Requirements.

b. The following:

General Office Uses – a place of business that generally provides services instead of good and entails, desks, files, paperwork, mail, computer, phones, etc. that would include most professional services (i.e. attorney offices; travel agencies; consultants, engineers, and architects; general building contractor and subcontractor services; title companies, banks, mortgage and other financial service companies; real estate businesses; drafting / graphic design businesses; art studios; post offices and other governmental buildings)

Retail Stores – any place of business where the customer / general public can purchase goods, generally for off sight use and/or consumption. (i.e. antiques; arts and crafts & art galleries; apparel & accessories & alterations; books and curio shops; bicycle, vehicle, and water sport sales & rental; pharmacy, dry goods & general merchandise; liquor, cigarette, & cigar stores; newsstands; hardware stores; office supply & printing; photography development & supply; gasoline service stations, etc.)

Food & Beverage Service Providers – places of business where food and beverages can be purchased for on or off site consumption. (i.e. Grocery stores, restaurants, bars/nightclubs, cafés, specialty food shops / bakeries, & caterers.)

Personal Services – places of business where the general public can go to receive general body and grooming services. (i.e. Barber & beauty shops, nail grooming services; tanning, massage & spa facilities.) However, tattoo and body piercing studios / facilities are specifically not allowed uses within this district.

Medical Facilities – small-scale businesses that provide general well being for town residents and visitors. (i.e. medical doctor,

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chiropractor & dental offices and examining rooms; medical labs; licensed therapeutic massage.)

Repair Services – business that provide small-scale repair services for item of the general public (i.e. watch, clock & jewelry repair; TV / VCR repair; shoe and apparel alteration facilities; bicycle and vehicle repair; household appliance & general electric repair; reupholstery & furniture repair; etc.)

Meeting Location Facilities – indoor facilities that provide opportunities for organized education, and / or the assembly of people (i.e. Primary, secondary, vocation/technical, and university level educational facilities; drivers education facilities; art, dance & music schools / studios; churches, temples, synagogues, & mosques; civic, social & fraternal organizations; etc.)

Miscellaneous – businesses that serve the Shores and its Visitors, that generate moderate levels of car and pedestrian traffic but which do not provide extensive pollution, noise, light, or other negative impacts on the immediate area (i.e. Dry cleaners & coin-operated laundry facilities; car washes; indoor movie and stage theaters; convenience storage facilities; libraries; day care centers; etc.) and the following specific entertainment facilities: amusement centers, recreational centers, miniature golf, and tennis courts.

Equestrian Facilities – facilities that allow for the enjoyment of the equestrian sports, including the boarding of horses, riding of horses and the facilities associated therewith.

(B) **Prohibited Uses**

1. Sexually Oriented Businesses
2. Tattoo Parlors

(C) **Lot Types Allowed in Commercial District**

1. Lot Type VII Mixed Use

(D) **Maximum Size of Structures** will be determined by required setbacks and parking requirements.

(E) **Setbacks**

Principal Structure Setbacks:

1. Front yard: a minimum setback of twenty-five (25) feet.

(a) Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.

9-25

(b) Minimum front yard shall be increased one (1) foot for each two (2) feet in height if building exceeds six (6) standard stories.

2. Side yards: No side yard shall be required for a business use, except on a corner lot. In all cases where the side yard is adjacent to a street, the side yard shall be not less than ten (10) feet in depth. Any building exceeding three (3) stories shall increase the side yard four (4) feet for each additional story.

3. Rear yard: No structure of any classification shall be erected any closer than ten (10) feet of the rear lot line. The minimum rear yard shall be increased one (1) foot for each two (2) feet in height if the building exceeds six (6) standard stories, except for beachfront properties, which may build to the rear property line. Marina Lots have a minimum setback of 20' except, that they may be built within 3' of the rear Lot line if bulkhead tiebacks are reengineered with piling or other means of support for the bulkhead, designed by a professional engineer and approved by the Shores Design Review Board. Water front lots may be built within 10' of the rear lot line under same conditions as a "Marina Lot".

Accessory Structures / Buildings / Setbacks:

	Front	Side	Rear	Max. Height
Gate House	10'	10'	10'	1 story with tower
Garden Structure	10'	5'	10'	1 story with tower
Carport	5'	5'	5'	1 story with tower
Trash or Utility Enclosure	10'	5'	5'	1 story
Storage Building	10'	5'	5'	1 story
Swimming Pool	10'	5'	5'	In ground
Boardwalk	0'	0'	0'	36"
Outbuilding	10'	5'	10'	2 stories with tower
Boat House	n/a'	30'	0'	1 story with tower
Pool House	10'	5'	10'	1 story with tower
Parking Structure	25'	5'	10'	3 stories
Fence	18" *	0'	0'	36" **
Dune Walkover	n/a	25'	0'	Top deck 36" above dune
Deck	10'	5'	10'	18"

* Fence Along Highway may be on property line.

** Except around pool 4' high – see Exhibit

(F) **Roof:**

(1) Pitch: All roofs must have a minimum pitch of 6" in 12" and a maximum pitch of 10" in 12". (Exception: the roof over a porch when used as a broken pitch extension of the main roof and not as a separate roof, must be a minimum pitch of 3" in 12"). The pitch of a roof when used with a pediment in a classical manner must be 5" in 12" pitch. Flat roofs are allowed only when the roof is used as a deck, is surrounded by a balustrade, and is accessible from an adjacent enclosed space, and does not comprise more than 30% of the house footprint.

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(2) Materials: The only roofing material permitted is sheet metal (aluminum) standing seam roof attached with stainless steel clips and stainless steel screws. All metal roofs must be aluminum and carry a written twenty-year warranty against corrosion.

(3) Eaves: Roof eaves must be designed in compliance with the requirements of Exhibit 5-B.

All buildings must have an eave (Roof Projection or overhang) with a minimum dimension of 12" from the exterior face of the exterior wall to the exterior face of the Eaves.

Roof eaves may project a maximum of 3' into the required building setbacks but shall be a minimum of 3' front the property line.

(4) Color: All roofing materials must be white, off-white, or light gray. All roofing material colors must be approved by the DRB.

(5) Design Criteria: Roofs and roofing materials must be engineered to withstand a minimum of 150 miles per hour wind.

(G) **Setback – Stair Step Provision:**

This provision is only available with Shores DRB approval. When determining setback requirements of a high-rise building, the setback lines for the structure may vary for different portions of the structure as it increases in height, thereby allowing stair stepping in determining the setback requirements as a building reaches a height that requires an additional setback. Only that portion of the building at that height must meet the additional setback. The lower portion must only comply with the setback, as applied to it.

(H) **Height Regulations**: Will be determined by setback and parking requirements

(I) **Required Parking**

Deleted: For A Non-Residential Use

1. Parking required when property is developed as an "R-2" "R-3" uses located "C" Districts shall be the same as those outlined "R-2" "R-3" districts.

2. Hotels or Condominium Hotels, the number of parking spaces required shall be one (1) off-street parking space for each guestroom in the building plus 50% of the off-street parking requirements for the various accessory uses operated upon the property, such as restaurant and retail space, computed in accordance with the requirements of this section.

3. Restaurant, Café or Bar - Parking shall be provided in a ratio of one (1) space per One Hundred square feet (100 sq. ft.) of gross restaurant/bar seating floor area.

9-27

4. Retail Store, barber and beauty shops, curio shops. Dry Cleaners, Laundromats Bakery Retail stores and office buildings shall provide off-street parking space in a ratio of one (1) space for each two hundred fifty (250) square feet of gross sales or office floor area.

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5. Nightclubs, off-street parking spaces shall be provided in a ratio of one (1) space for every One Hundred Square feet (100 sq. ft.) of gross nightclub seating floor area.

6. Theaters shall provide off-street parking space in a ratio of one (1) space for each five (5) seats.

7. Shared Parking

   (a) Unassigned shared parking within a parking lot is approved so long as the total number of parking spaces in the parking lot total the numbers of required spaces for each of the business uses. If it can be demonstrated that certain businesses will operate at different times of the day the required parking spaces for those businesses may be reduced by 50 %.

   (b) The applicant is responsible for providing the necessary information, which demonstrates that shared parking is possible and appropriate at the proposed location.

   (c) Special Provision Commercial Area: A structure providing a covered parking area for a maximum of 6 cars may be located on a commercial lot along the West side of Highway 100 provided that it is located off of the back (rear) entry of the buildings along the access drive. The structure must be located at least 75 feet East of the Main Street right-of-way with supporting columns setback at least 3 feet from the property line and roof overhand not exceeding the property line.

8. Offsite Parking

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Based on the unique circumstances inherent with the commercial development of The Shores, unassigned offsite parking may be used to satisfy parking requirements if approved in writing by The Shores Design Review Board, which approval may be granted or withheld in the sole discretion of the DRB. Unassigned offsite parking that may be approved as provided above, may include parking located in a common area street, parking lot or parking structure; however, provided that nothing contained herein shall be deemed to reduce or increase the minimum number of required parking spaces as may be required for a particular business use. Shared parking, as provided above, may be utilized in conjunction with the offsite parking contemplated herein.

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(J) **Lot Area, Width & Depth**: the minimum area, width, and depth of a lot shall be determined by The Shores Design Review Board on an individual basis.

If R1, R-2 or R-3 District Development occurs within the (C) District, then that development must follow the R-1, R-2 or R-3 Requirements.

Deleted: of a lot shall be 5,000 square feet, (except for ¶
Townhouse lots which shall be a minimum of 2,500 square feet).¶
¶
(K) **Width of Lot**: the minimum width of a lot shall be thirty-five (35) feet (except for Townhouse lots which shall be a minimum of 25 feet). *Note: the front yard of an irregular shaped lot is measured at the front yard setback when determining the lot width.*¶
¶
(L) . **Depth of Lot**: the minimum depth of a lot shall be in accordance to meet the 5,000 ¶
square foot lot size.

9-28

(K) Other Requirements

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General Requirements	Section 2.4.4A
Architectural Guidelines	Section 2.9
Site Improvements	Section 2.10
Miscellaneous Guidelines	Section 2.11
Landscape Guidelines	Section 2.12
Shores DRB Approval Process	Section 2.13

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2.9 ARCHITECTURAL GUIDELINES

2.9.1 General

The Guidelines set forth in this section are intended to maintain standards of quality in building construction and aesthetic integrity for the community. All Primary Residences and Outbuildings must have certification by a structural engineer, registered in the State of Texas, that the respective building has been designed to withstand a minimum of 150 mile per hour winds.

2.9.2 Construction Types and Materials

(F) Construction Types and Materials:

1. Permitted Types of Construction
   * Reinforced Concrete masonry
   * Reinforced Concrete

Type I: Wood

Exterior wood, including but not limited to siding, trim, columns, balustrades, porch flooring, decks, facias, and shutters must be capable of withstanding the elements and be resistant to rot and decay. All exterior wood must be pressure treated or be of a species resistant to rot such as cedar, redwood, cypress, or mahogany.

In Addition, the composite material "Hardi Plank" is an approved siding material. The composite material "Trex" is an approved material for exterior stair treads and pergola decking. Trex may not be used on porch floors or in any other applications.

Fiberglass and aluminum shutters are permitted (Reference Exhibit 2.15); however, a material sample must fist be approved by the DRB for both the fiberglass and aluminum shutters.

Horizontally applied boards (beveled or drop siding) and wooden shingles are permitted. Plywood and diagonal siding are not permitted.

Type II: Stucco

Stucco is allowed only over masonry construction. Stucco must have a smooth, trowel applied, smooth sand finish. Sprayed applications and swirl or other heavily textured patterns are prohibited. Stucco color must be white (See Section 2.9.15).

Type III: Brick
Brick veneer is allowed provided the brick is painted one of the approved colors. Unpainted brick and exposed concrete masonry are not permitted.

9-30

Note: Tile used as a finish material must be submitted to the DRB for review and approval.

(b) Nails:

All exterior nails and screws exposed to the weather shall be marine grade stainless steel.

2.9.3 Intentionally Omitted

2.9.4 Roofs

(a) Pitch: All roofs may have a minimum pitch of 6" in 12" and a maximum pitch of 10" in 12". (Exception: the roof over a porch when used as a broken pitch extension of the main roof and not as a separate roof, may be a minimum of 3" in 12"). The maximum pitch of a roof when used with a pediment in a classical manner must be 5" in 12". Flat roofs are allowed only when the roof is used as a deck, is surrounded by a balustrade, and is accessible from an adjacent enclosed space, and does not comprise more than 30% of the house footprint.

(b) Materials: The only roofing materials permitted are sheet metal (aluminum) and flat concrete tile. All metal roofs must be aluminum and carry a written twenty-year warranty against corrosion. The following materials are not permitted to be used as roofing material: asphalt, aluminum, and fiberglass shingles, and any other type of synthetic roofing material.

(c) Eaves: Roof eaves must be designed in compliance with the requirements of Exhibit 5-B.

All buildings must have an eave (Roof Projection or overhang) with a minimum dimension of 12" from the exterior face of the exterior wall to the exterior face of the Eaves.

Roof eaves may project a maximum of 3' into the required building setbacks but shall be a minimum of 3' front the property line.

(d) Color: All roofing materials must be white, off-white, or light gray. All roofing material colors must be approved by the DRB.

(e) Design Criteria: Roofs and roofing materials must be engineered to withstand a minimum of 150 miles per hour wind.

2.9.5 Towers

(a) Where Permitted: Towers are permitted on Lot Types II, III, IV, V, VI, VII, & VIII.

(b) Where Prohibited: Towers are not permitted on Lot Type I.

(c) Sizes: Refer to Section 2.5, R-1 (C) for maximum size permitted for towers.

2.9.6 Doors

(a) Height Requirements: All exterior doorways on the first floor, front facade of the house, must be a minimum height of 7'-6". When transoms above doors are used, 6'-8" doors may be used provided the height of the door and transom is a least 8'-0".

(b) Divided Lights: Doors with glass panels that are divided into lights, must be comprised of true divided lights. Applied muntins are permitted if they are applied to each side of the glass.

(c) Sliding Glass Doors: Sliding glass doors must have rails and styles with a minimum width of 3 inches. Sliding glass doors are not permitted on any facade facing a street except when they are used in conjunction with a Romeo balcony and not to access exterior space such as porches, balconies, terraces, decks, or patios.

(d) Colors: Exterior of door must be white (See Section 2.9.15).

(e) Prohibited: Flush faced doors are not permitted on the exterior of a house.

(f) Design Criteria: Exterior doors must be impact resistant. All doors must be engineered to withstand a minimum of 150 mph wind and must comply with the requirements of the Texas Department of Insurance / Windstorm Standards.

(g) Front Door: the Primary Residences must have the front door visible from the street.

(h) Garage Door: Decorative garage doors are required. The maximum width of a garage door is 9.0 feet. The Primary Residence may have a maximum of one (1) garage door and one (1) golf cart door (maximum 5' wide) facing the street. Outbuilding may have a maximum of one (1) garage door facing the street.

(i) Materials: Wooden doors, wooden doors with vinyl or aluminum exterior cladding and vinyl doors are permitted.

2.9.7 Windows

(a) Materials: Wooden windows, wooden windows with vinyl or aluminum exterior cladding and vinyl windows are permitted.

(b) Design Criteria: Exterior windows must be impact resistant. All windows must be engineered to withstand a minimum of 150 mph wind and must comply with the requirements of the Texas Department of Insurance / Windstorm Standards.

(c) Conditional: If all-aluminum and all-vinyl windows are used, then the rails and stiles must be a minimum of 2" in width.

(d) Divided Lights: When windows are divided into lights, they must be true divided lights. Applied muntins are permitted if they are applied to each side of the glass.

(e) Colors: Exterior of windows must be white (See Section 2.9.15).

(f) Prohibited: Jalousie windows are not permitted.

(g) Graphic Reference: Windows must comply with the requirements of Exhibit 6.

2.9.8 Glazing

Highly reflective, mirror glass is not permitted. Energy efficient glass is encouraged.

2.9.9 Porches

(a) Required: Porches are required on the front facade (the facade facing the primary street) and rear façade of all Primary Residences. The minimum size of the required front porch is 8' deep by 12' wide.

(b) Allowed: Side porches are allowed (Charleston house type) in lieu of front porches upon approval of the DRB.

(c) Encouraged: Wrap-around porches, especially on corner lots, are strongly encouraged.

(d) Graphic Reference: Porches must comply with the bay proportion requirements of Exhibit 7.

(e) Materials: Wood frame construction is not permitted, except that wood beams and columns may be used above the first floor on balconies and towers. Wood porch floors must be constructed of Treated TG 1 x 4 lumber. Wood exterior stair may use either treated wood or Trex for stair treads.

(f) Porch Floor: Spaced wood or Trex are prohibited on any porch floor.

2.9.10 Balustrades / Guardrails / Rails

a. Materials: Balustrades, guardrails or rails may be constructed of wood or aluminum. The following materials are not permitted to be used as a balustrade, guardrail or rail material: pvc pipe or other vinyl products, concrete, stucco or cut stone.

b. Design Criteria:

(i.) The maximum size permitted for wood balusters in a wood balustrade is 2" x 2". Reference Exhibit 8.

(ii.) The maximum size permitted for metal balusters in a metal balustrade is 1" x 1". Reference Exhibit 8.

(iii.) A wood top cap handrail may be used on a metal balustrade. Reference Exhibit 8.

c. Graphic Reference: Balustrades, guardrails or rails must comply with the above referenced requirements and all of those requirements noted in Exhibit 8.

2.9.11 Columns

Columns must comply with the requirements as described in Exhibit 9. Reference the note in Exhibit 9.

2.9.12 Alignment

Alignment of walls at porches / balconies and roofs must comply with the requirements of Exhibit 10.

2.9.13 Overhead Connections

Overhead Connections (raised walkways) between Outbuildings and the Primary Residence are prohibited. Pergola roofed ground level connectors are allowed.

2.9.14 Shutters

(a) Required: Exterior shutters are required on all windows, unless the window is (i) on a porch or (ii) made of leaded glass (and permanently installed on the inside of the impact glass). Exterior shutters must be of the swing or Bahama type and be of sufficient size to completely cover the door or window opening when closed. When closed, shutters must fit inside of the window opening or door opening. Shutters must be able to be secured in both an open and closed position. Shutters must be finished on both sides in an appropriate and aesthetically pleasing manner. Impact resistant shutters are encouraged.

1. Shutters may be constructed of fiberglass, wood, aluminum or pvc and must be made of full dimension material with individual blades. Shutters must be full working shutters.

2. Plywood or Board Shutters are prohibited.

(b) Graphic Reference: Shutters must comply with the requirements of Exhibit 15.

(c) Rolldown shutters are prohibited.

2.9.15 Colors

For current approved colors for buildings in the Shores, refer to the "Shores Design Code" Article 2.9.15.

2.9.16 Exterior Repainting, Refinishing or Remodeling

The exterior repainting, refinishing, or remodeling of any building or structure must be approved in writing by The Shores Design Review Board prior to any work commencing. Repaint colors must conform with the current Shores Design Code approved colors, as per Section 2.9.15 of The Shores Design Code.

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2.9.17 Dormers

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If dormers are used, they must be designed within a building framework and must conform to the requirements of Exhibit 13. Shores Design Code.

2.9.18 Finishes

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¶
¶
¶

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All exterior surfaces of structures including wooden decks must be painted or stained. (Exception: walks, drives, pavers, brick pavers, "Trex" walks and decks are not required to be painted).

2.9.19 Piling

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All buildings including primary residence, garden structures, out buildings, garages, carports, storage buildings and boathouses must be pile supported. All piling must be cased augured piling constructed of reinforced concrete, designed by a structural engineer. (Ref. 2.22) Pilings may not be exposed to view. Driven and precast water jetted pilings are prohibited.

2.9.20 Latticework

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(a) Material: Latticework must be fabricated from rot resistant wood.

(b) Graphic Reference: Latticework must comply with the requirements of Exhibit 14.

2.9.21 Exterior Lighting

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(a) General: Exterior lighting must not be intrusive to adjacent properties or common areas.

(b) Porch Lighting: Every house or building must have appropriate architectural lighting on the front porch or entry and lighting must be on a photocell and **operated daily**.

(c) Landscape Lighting: Landscape lighting must be appropriate architectural lighting located as close to grade as practical. There must be lighting in the landscaping on the street side of the fence and the lighting must emphasize the front entry gate and the driveway. All wiring must be placed underground and the lights must be connected to an electric photocell and **operated daily**.

2.9.22 Awnings

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Awnings of fabric and soft synthetic materials are permitted. A sample of the material and color of any proposed awning must be submitted to the DRB for approval. Metal awnings are not permitted.

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Item No. 10

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL WORKSHOP
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Robert N. Pinkerton, Jr., Mayor

ITEM

Discussion and action to reconsider action taken by the City Council on November 17, 2010 regarding the prescriptive easement on property known as the "Schwartz Tract" located north of the Sheraton Hotel.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

Cost Estimate for Improvements to Beach Access Near the Sheraton

Item	Quantity	Units	Unit Price	Item Cost
6" Concrete Slab with #4 bars @18"o.c.e.w.	3100	s.f.	$ 8.00	$ 24,800.00
Demolition of Existing Parking Lot	150	s.y.	$ 4.00	$ 600.00
Sawcut Asphalt	135	l.f.	$ 2.00	$ 270.00
Replacement Curb and Gutter	135	l.f.	$ 14.00	$ 1,890.00
Subgrade Preparation	345	s.y.	$ 4.00	$ 1,380.00
Dune Driveover Structure	185	l.f.	$ 1,500.00	$ 277,500.00
Dune Relocation	1	ea.	$ 10,000.00	$ 10,000.00
Relocate Light Pole	1	ea.	$ 1,500.00	$ 1,500.00
				$ 317,940.00
Engineering				$ 23,845.50
Lab Testing				$ 4,769.10
10% Contingency				$ 31,794.00
Total Estimated Cost				$ 378,348.60

Note: This cost estimate does not include any funding (outside of contingency funding) for the relocation of doors or gates along the Sheraton's buildings and structures that border the easement.

Item No. 11

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL WORKSHOP
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Reuben Trevino, Coastal Resources Manager

ITEM

Discussion and action on developing an alternate use for Coastal Management Program Grant.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

Item No. 12

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Larry Homan, Finance Director

ITEM

A Resolution of the City Of South Padre Island, Texas, authorizing the South Texas Aggregation Project, Inc. (STAP) to negotiate an extension to the current electric supply and necessary related services agreement with next era for a fixed price per kwh that is lower than contract rates for 2011-2013, said extension to continue until December 31, 2018; authorizing STAP to act as an agent on behalf of the city to enter into a contract for electricity; authorizing the chairman of STAP to execute an extension to the current electric supply agreement for deliveries of electricity effective January 1, 2011 or as soon after finalization of a contract as possible; committing to budget for energy purchases and to honor the city's commitments to purchase power through STAP for its electrical needs through December 31, 2018.

ITEM BACKGROUND

STAP is an organization of 51 political subdivisions in South Texas and is an acronym for the South Texas Aggregation Power Project, Inc. This is the organization that negotiates on behalf its members for favorable electricity rates. The rate currently paid by the City is 11.7 cents per kWh. A memorandum of explanation as well as a Frequently Asked Question (FAQ) document is included in the packet in order to more fully explain need for this resolution. We are a part of the South Zone a with a current kWh direct charge of 7.954¢ increasing to 8.044¢ in 2011.

RECOMMENDATIONS/COMMENTS

Staff recommends that the City support the STAP initiative in the hope of obtaining lower electrical costs for the City.

BUDGET/FINANCIAL SUMMARY

This initiative has no fiscal impact on the current year budget.

COMPREHENSIVE PLAN GOAL

Not Applicable

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

RESOLUTION NO. 2010-31

A RESOLUTION OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AUTHORIZING THE SOUTH TEXAS AGGREGATION PROJECT, INC. (STAP) TO NEGOTIATE AN EXTENSION TO THE CURRENT ELECTRIC SUPPLY AND NECESSARY RELATED SERVICES AGREEMENT WITH NEXT ERA FOR A FIXED PRICE PER KWH THAT IS LOWER THAN CONTRACT RATES FOR 2011-2013, SAID EXTENSION TO CONTINUE UNTIL DECEMBER 31, 2018; AUTHORIZING STAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE CHAIRMAN OF STAP TO EXECUTE AN EXTENSION TO THE CURRENT ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2011 OR AS SOON AFTER FINALIZATION OF A CONTRACT AS POSSIBLE; COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER THROUGH STAP FOR ITS ELECTRICAL NEEDS THROUGH DECEMBER 31, 2018.

WHEREAS, the City of South Padre Island, Texas (City) is a member of South Texas Aggregation Project, Inc. ("STAP"), a nonprofit political subdivision corporation dedicated to securing electric power for its 52 political subdivision members in the competitive retail market; and

WHEREAS, STAP negotiated favorable contract terms and a reasonable commodity price for delivered electricity since 2002 resulting in significant savings for its members; and

WHEREAS, the City's current contract for power with Next Era arranged through STAP expires December 31, 2013; and

WHEREAS, the STAP Board of Directors is currently considering a blend and extend contract with Next Era with indicative retail energy prices that will reduce the prices under the current contract for the next three years and extend a fixed price for energy through December 31, 2018; and

WHEREAS, the current contract is a master agreement between STAP and Next Era endorsed by contract with individual STAP members; and

WHEREAS, STAP must be able to commit contractually to prices in a blend and extend contract amendment within a 24-hour period in order to lock-in favorable prices; and

WHEREAS, experiences in contracting for STAP load since 2002 demonstrated that providers demand immediate response to an offer and may penalize delay with higher prices; and

WHEREAS, suppliers demand assurance that STAP will pay for all contracted load; and

WHEREAS, the City must assure STAP that it will budget for energy purchases and honor its commitments to purchase power for its electrical needs through STAP for the period beginning January 1, 2011, and extending through December 31, 2018; and

WHEREAS, STAP intends to continue to contract with Next Era (power supply) and Direct Energy (billing, administrative and other customer services); and

WHEREAS, the current contractual relationships between STAP and Next Era and Direct Energy have been beneficial and cost effective for STAP members and the City.

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

Section 1: That the STAP Board and its consultants and advisors are agents authorized to negotiate for the City's electric power needs as a member of STAP and extend the current supply agreement through December 31, 2018.

Section 2: That the City approves STAP extending its current contract with Next Era for the supply of electric power and related, necessary services for the City for a term to begin January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018, so long as the extension results in savings over the current contract term of 2011-2013 and results in fixed prices through December 31, 2018.

Section 3: That the Chairman of STAP is hereby authorized to sign a Commercial Electric Service Agreement ("CESA") for the City pursuant to the contract approved and recommended by the STAP Board of Directors within 24 hours of said approval and recommendation, provided that the energy price to be paid per kWh in 2011-2013 is less than the current contract price for 2011-2013 resulting in savings for the City and that the fixed price for the period 2011-2013 will continue through December 31, 2018.

Section 4: That the City will budget and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement arranged by STAP and the CESA signed by the Chairman of STAP on behalf of the City for the term beginning January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018.

Section 5: That a copy of the resolution shall be sent to Geoffrey M. Gay, legal counsel to STAP.
PRESENTED AND PASSED on this 1st day of December, 2010, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of South Padre Island, Texas.

_____
Robert N. Pinkerton, Jr., Mayor

ATTEST:

_____
Susan M. Hill, City Secretary

Lloyd Gosselink
ATTORNEYS AT LAW

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Mr. Gay's Direct Line: (512) 322-5875
Email: ggay@lglawfirm.com

MEMORANDUM

TO: All CAPP and STAP Member Representatives

FROM: Geoffrey M. Gay

DATE: November 22, 2010

RE: Blend and Extend Opportunity

I have received a copy of Resolution A passed by the following members:

City of Charlotte
City of Kingsville
City of Los Fresnos
City of Lyford
City of Mission
City of Rockport
South Texas Water Authority
City of Hamilton
Johnson County Special Utility District
City of Sherman

I have received a copy of Resolution B passed by the following members:

City of Copperas Cove
City of Seadrift

I have been informed that the following members have approved of a blend and extend arrangement that produces savings:

City of Lake Jackson
City of Abilene

1813/00/1227695

I have received indications that passage of a blend and extend contract will be recommended from the following members:

City of McAllen
City of Arlington
City of Plano
City of Corpus Christi
City of Sugar Land

To date, I have received no indications of opposition to a blend and extend.

Please note that I will provide this type of update on a periodic basis. If your governing body has taken action that is not reflected in this communication, please let me know. Also, it would be helpful to know the dates that governing bodies will be considering action during the month of December.

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Mr. Gay's Direct Line: (512) 322-5875
Email: ggay@lglawfirm.com

MEMORANDUM

TO: All CAPP and STAP Members

FROM: Geoffrey M. Gay

DATE: November 3, 2010

RE: Electric Rates for 2011 and Beyond

Things are on track for the merger of CAPP and STAP, effective January 1, 2011, and for the assumption of the new identity, Texas Coalition for Affordable Power ("TCAP"). The merger will have no impact on existing contractual relationships with Next Era and Direct Energy.

As all of you are aware, the current energy supply agreement expires December 31, 2013. Energy prices for each year of the current five-year contract were locked on at the time the contract was signed in the fall of 2008. Prices vary by ERCOT zone and for 2011, the energy prices are scheduled to be only slightly higher than 2010 prices. The contractually scheduled prices for 2011 are:

North Zone	7.895¢ per kWh
South Zone	8.044¢ per kWh
West Zone	5.914¢ per kWh
Houston Zone	8.447¢ per kWh

New Offer Results in Savings

The purpose of this memorandum is not so much to remind you of next year's energy prices as it is to inform you that you have a rare opportunity to reduce next year's prices and achieve significant savings over the next three years by amending and extending the existing supply agreement.

1831/00/1222137

Your supplier, Next Era, has offered to liquidate the natural gas futures contracts it secured in 2008 to give CAPP and STAP fixed electric rates for five years. Next Era would then purchase new gas futures contracts to secure fixed pricing for an eight-year period at rates less than rates that must be paid next year under the existing terms and conditions of the contract with NextEra. **For most CAPP and STAP members, Next Era's offer to "blend and extend" would reduce 2011 prices by approximately 1¢ per kWh.** For the small users who consume less than 1 million kWh annually, that reduction should result in savings of between $2,500 and $30,000 over the remainder of the current five-year agreement. For the largest user, the savings should approximate $5 million.

Background

The current contract is referred to as a four-party agreement. It contractually commits CAPP and STAP to Next Era (aka, Florida Power & Light) as supplier and Direct Energy Business Services ("DEBS") as retail electric provider responsible for customer accounts and billing. Each CAPP and STAP member was required to pass a resolution agreeing to be bound by the four-party agreement and pledging to sign an individual customer energy supply agreement with DEBS. The current contract became effective on January 1, 2009 and will expire December 31, 2013. Under ordinary circumstances, bids for power to meet member needs in 2014 and beyond would not have commenced until sometime in 2012.

In June, CAPP and STAP received an unsolicited offer for a block of base load energy to be available in 2014 from distressed generation assets to be purchased by some West Texas investors and backed by J.P. Morgan. The indicative pricing looked favorable for a five-to-twelve-year commitment.

Both Boards were interested in the proposal. The CAPP Board directed R.J. Covington Consulting to perform a due diligence evaluation of the proposed pricing. Consultants were able to obtain several comparable offers, including an offer from Next Era. However, Next Era indicated that while they were willing to discuss the block power commitment, better pricing could be offered in a blend and extend arrangement. Indeed, their blend and extend proposal contained more favorable pricing with less risk than any other offer. Next Era proposed to liquidate the gas futures contracts obtained in 2008 to serve CAPP and STAP load through 2013 and to purchase new gas futures contracts at lower prices to serve CAPP's and STAP's full requirements through 2018. The energy price offered to members would be fixed for eight years subject to the same adjustment provisions (for ancillary services, nodal market prices and changes to total member load) in the current contract. Generally speaking, members in the North, South, and Houston ERCOT Zones would see a reduction in next year's price of about 1¢ per kWh. Multiplying each member's annual consumption by 1¢ yields a savings estimate for next year.

In 2008, the excess supply in West Texas permitted CAPP members in the West Zone of ERCOT to realize about a 2¢ reduction off of North Zone prices during the five-year contract. Over the last year, pricing differentials between zones have narrowed significantly. Under the blend and extend arrangement, West Zone members, including Wichita Falls, Abilene, San Angelo, and Odessa and others should see some reduction in contract prices currently set for

2011-2013, but not nearly as great as the 1¢ per kWh price reduction that should be available in the other three zones.

Do Near-Term Savings Justify a Five Year Extension?

Two factors largely determine electric prices in the Texas deregulated market: natural gas futures prices and heat rates which are in turn influenced by market perceptions of available generation capacity. At this point in time, natural gas prices are low and stable and there is excess capacity. Whether natural gas prices will remain low and stable through 2013 depends a great deal upon the future of shale gas extraction. If environmental factors such as potential groundwater contamination limit the production of shale gas or if the economy recovers and industrial and electric company demand for gas increases, natural gas prices will rise. Most analysts of population growth predict significant expansion of the population of Texas. How soon such growth will cause demand for electricity to grow faster than supply is unknown, but some forecasts suggest that the reserve margins for generation of electricity may dip below a reasonable level by as early as 2013. If that happens, electric prices will rise above current levels.

An optimistic forecast would indicate that natural gas prices will remain around current levels for the next three or four years. To pass on an offer to reduce current contract rates and achieve a fixed price guarantee for eight years, one has to count on gas prices continuing to decline and for electric generation supply to remain comfortably greater than peak demand at least through the end of 2013. Even if gas prices decline so as to justify a lower rate in 2013 for the 2014-2016 period, it is unlikely that the rate would be sufficiently lower to justify foregoing the potential near-term savings afforded by a blend and extend arrangement.

Your Option

Your political subdivision is under contract through 2013. You may reject the blend and extend opportunity and remain under the current terms and conditions. If you desire to take advantage of a blend and extend offer that produces both immediate savings and price stability for the next eight years, your governing body will need to authorize someone to sign an amended agreement with Next Era, if and when the CAPP and STAP Boards approve and recommend an amendment.

Explanation of the Contracting Process

The contracting process for the blend and extend agreement is exactly like the process used in the last several contracting periods. Your council will need to approve one of the two attached model resolutions. One resolution (Model Resolution A) authorizes STAP to act as an agent to negotiate and execute a contract for the member's electricity needs while the other resolution (Model Resolution B) requires the city to contract with STAP to purchase power for the member through STAP and to designate an individual with the power to execute the contract.

The resolutions streamline contracting procedures. The resolutions empower the Chairman of STAP to sign a blend and extend agreement with the current power provider on behalf of all STAP members for 2011-2018 energy needs. A majority of STAP members previously authorized the STAP Chairman to execute the 2007 and the 2008 energy contracts on

their behalf. Model Resolution A accomplishes that objective for 2011-2018. Model Resolution B is to be adopted by those cities whose charters prevent the cities from delegating contracting power to anyone but the mayor or other designated city representative. For those cities, the resolution directs the city to contract with STAP for the city's 2011-2018 electricity needs. In addition, both resolutions reiterate that each member is obligated only for its proportionate share of the contracted load. Every STAP member should expeditiously adopt one of the two resolutions and provide a copy of the resolution to my office.

If you have any questions or need more information, please contact Geoffrey Gay (512/322-5875, ggay@lglawfirm.com).

PLEASE NOTE: Passage of one of the attached resolutions does not guarantee that the Next Era contract will be extended. That will only happen if both Boards conclude that significant near-term savings and fixed prices will result. Passage of a resolution just ensures your political subdivision the right to participate in the blend and extend agreement, if it is finalized, approved, and recommended by the CAPP and STAP Boards.

Lloyd Gosselink
ATTORNEYS AT LAW

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www.lglawfirm.com

Mr. Gay's Direct Line: (512) 322-5875
Email: ggay@lglawfirm.com

MEMORANDUM

TO: All CAPP & STAP Members

FROM: Geoffrey M. Gay

DATE: November 9, 2010

RE: Blend and Extend Power Agreement

Regarding last week's communication of a possible fixed price extension to your current power supply agreement in exchange for lower energy prices than the scheduled prices for 2011-2013 under the existing contract, I have had several questions which I should answer generically.

First, what is the deadline for passage of a resolution authorizing the signing of a blend and extend contract? Realizing that we cannot do much in terms of actually nailing down prices and finalizing a contract until we know who wants to participate, the most correct answer to the question of when do you need the authorizing resolution is, "the sooner the better." Electric price reductions depend upon being able to take advantage of an historically aberrant condition of low and stable natural gas prices. We have to act before gas market conditions change, and no one can reliably predict if or when that will occur. My response to the deadline question then is that resolutions must be received by mid-December—say December 15th to have any hope of completing a contract price revision and extension effective January 1st. Even if all resolutions are returned by December 15th, it is likely that a contract cannot be executed until sometime in January. Let us hope natural gas futures prices continue to be in their current range for months to come.

Second, how can we guarantee that blend and extend prices for 2014-2018 are going to be lower than prices we might find available for that period around the time the current five-year agreement is scheduled to expire? No one could make such a guarantee. The issue becomes, "does the combination of savings over scheduled prices in the current contract and the perpetuation of those prices through 2018 seem less risky than betting that natural gas prices will be lower in 2013 than they are today and that the ERCOT reserve margins will remain higher than necessary into 2015?" The objective of a blend and extend agreement is to achieve current savings, insure against price volatility, manage risk, and stabilize budgets.

Electricity prices are primarily governed by natural gas futures prices set by NYMEX. Gas prices at the well-head or delivered to gas-fired generation stations in Texas do not matter. The NYMEX futures prices are influenced by world politics, global weather patterns, and market

1813/00/1223831

perceptions of supply and demand. Currently, there is a perception that there is an abundance of natural gas because of shale gas recovery. Current relative price stability in the natural gas market could return to historically volatile patterns if a legislative body or a court determines that shale fracturing pollutes water supplies. War in the mid-East or hurricanes in the Gulf could similarly cause gas prices to spike.

The second primary driver behind deregulated market prices for electricity is the electric market's perception of available generation capacity in Texas. Our Governor wants to lure new industry to Texas. Will new businesses and population growth cause the demand for electricity to rise faster than supply? Shall CAPP and STAP members assume the risk that current generation plants may fail, that demand may outstrip supply, that facturing may pollute, and that hurricanes and wars may affect gas prices? The blend and extend contract potential is equivalent to an insurance policy with the offer of a reduction in premium. Will a better deal be available two years from now? The answer can only be found in wild guesses.

Third, assuming authorization to participate in a blend and extend agreement is granted by passing a resolution, may the authorization be withdrawn? The answer probably lies in the "no harm, no foul" rule. Nothing precludes authorization for participation in a contract once given from being revoked so long as there has been no adverse (as in creating financial harm) reliance on the authorization. All the terms and conditions of the existing contract, except price and length of term, should remain the same in the blend and extend agreement. There will not be much for any member to evaluate other than price risk. Whether and when the contract amendment moves forward depends first upon the degree of interest by members and second upon price and resulting savings. There will be no extension unless the CAPP and STAP Boards, and perhaps ultimately the TCAP Board believes near-term savings are significant. Members will be provided updates on indicative prices and potential savings after it appears appropriate to start asking Next Era for such information upon reaching some, as yet unknown, threshold of member support through resolutions.

Fourth, is it possible for some members to reject the blend and extend option while other members take advantage of the offer? Yes, and the decision to proceed depends not as much on the percentage of the 154 CAPP and STAP members that promptly act on the resolution, but rather on the percentage of total contract load that is made available for the extension. Twenty members consume roughly two-thirds of the total 1.4 billion kWh annual usage. It is unlikely that Next Era will require 100% of the CAPP and STAP load to commit to the blend and extend contract amendment, but it is probably reasonable to expect that Next Era will require 75%-95% of the load to be supported by authorizing resolution before it is willing to finalize a contract.

Fifth, if the contract extension does not occur before December 31st, should the resolution refer to "TCAP" as well as "CAPP" and "STAP"? Reference to "TCAP" need not be included in the resolution unless a governing body does not intend to pass the resolution until next year. All contractual commitments, revenues, assets and liabilities with both CAPP and STAP will pass to TCAP on January 1, 2011.

If you have other questions, concerns or comments, please feel free to get in touch with me.

Item No. 13

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Rick Vasquez, Transit & Development Director

ITEM

Discussion and action to approve a Resolution to request the TxDOT District Engineer include the redesign and reconstruction of Padre Boulevard, a multi-modal transportation network, into the 2011-2014 Statewide Transportation Improvement Plan (STIP).

ITEM BACKGROUND

Overview of Transportation Planning Process in Non-MPO Areas

Non-MPO Areas

The Texas Department of Transportation (TxDOT) Transportation Planning and Programming (TPP) Division works with the district offices to address the rural transportation planning process. In districts that do work with MPOs, TPP works with the District Study Office personnel to ensure that the rural transportation planning process is carried out. Guidance to the district staff and District Study Office personnel is provided through the Texas Administrative Code (TAC) Sections 15.1 through 15.8 and the applicable federal regulations.

District Responsibilities

The district responsibilities are generally less than those of the MPOs. The districts must prepare rural TIPs, which address area needs within the district boundaries that fall outside the Metropolitan Area Boundary (if applicable). The rural TIP is not defined in 23 CFR 450. However, it is required in order to comply with the requirements of 23 CFR 450 for a Statewide Transportation Improvement Program (STIP). In preparing Texas Administrative Code Sections 15.7(b)(2), TPP defined the rural TIP. TAC Section 15.7(m)(2) defines the requirement for a rural public involvement process policy.

TPP Responsibilities

TPP has been charged by the Texas Transportation Commission and the TxDOT Executive Director with ensuring that transportation planning activities required by the applicable portions of Title 23 United States Code (U. S. C.) 134 and 135, Title 49 U. S. C. 5303 through 5306, and other federal regulations, as applicable, are carried out. TPP is responsible for preparing and coordinating changes to TAC Section 15.1 through 15.8 that deal with transportation planning requirements.

Public Involvement

Content of 23 CFR 450 Subpart B addresses public involvement for STIP preparation and Subpart C addresses public involvement requirements for MPOs. In addition to the rural TIP public involvement requirements and the MPO public involvement requirements TPP, in preparing the STIP, follows the public involvement process as written in TAC Section 15.8(d).

Public Involvement Policy for Public Transportation

Since projects that use either FHWA funds or FTA funds/grants must be listed in the TIP, the rural TIP public involvement process rules stated in TAC Section 15.7(m)(2) apply to public transportation projects. The districts normally coordinate with their designated Public Transportation Coordinator (PTC) to ensure that public transportation projects are presented during this process.

RECOMMENDATIONS/COMMENTS

Pass resolution and authorize staff to work with TxDOT District to include project in STIP.

BUDGET/FINANCIAL SUMMARY

City of South Padre Island
Preliminary Roadway Project Cost Projection

Kimley-Horn and Associates, Inc.

Project Information: Description: Aug. 18, 2010

Name: Padre Blvd
Limits: Park Rd. 100/Padre Blvd. Intersection to Northern City Limits
Length (lf): 24,850

Existing pavement rehabilitation including new drainage systems

Roadway Construction Cost Projection (Aggregated from five typical sections)

No.	Item Description	Quantity	Unit		Item Cost
1	Unclassified Street Excavation	37,073	CY	$	812,200
2	Embankment	7,500	CY	$	60,000
3	12" Cement Treated Subgrade	102,122	SY	$	816,978
4	Cement (50LB/SY)	2,553	TON	$	319,132
5	Mill Existing HMAC (22' x 1 1/2")	85,140	SY	$	127,710
6	1 1/2" Type D HMAC	124,140	SY	$	5,586,300
7	Concrete Driveway Approach	137	EA	$	548,000
8	Sidestreet (Conc. Valley and Asph Trans.)	105	EA	$	525,000
9	8' Wide Aesthetic Sidewalk (4" Thick)	289,603	SF	$	2,027,200
10	6" Concrete Curb and 12" Gutter for Median and Roadway	27,000	LF	$	472,500
11	12' Wide Multi-Use Trail (4" Thick) - Parkway section	162,000	SF	$	648,000
12	8" Concrete Pavement with 6" Curb	79,939	SY	$	3,597,250
13	Pavement Markings and Signage	24,850	LF	$	73,725
14	Median Pavers	11,022	SY	$	551,111
15	Median Curb	24,800	LF	$	248,000
			Paving Subtotal:	$	16,413,106

Major Construction Component Allowances

Item Description		Allowance		Item Cost
Traffic Control	Existing roadway corridor	10%	$	1,641,311
Drainage System	Adjust existing inlets; New inlets, mains, and outfalls (5-yr inlets)	30%	$	4,103,278
Traffic Signal	4 ornamental traffic signals		$	600,000
Landscape and Irrigation	Parkways and median: Palm trees and shrubs		$	1,897,700
Hardscape	Benches, transit sta, shade struct. at intersections		$	724,000
Illumination	4 ornamental street lights per intersection	550/LF	$	1,249,500
Water and Sewer	16" Water Line; Minor sewer adjustments	545/LF	$	1,282,381
Erosion Control	Standard inlet protection, silt fences, check dams	1%	$	164,131
		Allowance Subtotal:	$	11,662,299
		Paving and Allowance Subtotal:	$	28,075,405
Mobilization and Prep ROW:		20%	$	5,779,212
Construction Contingency:		15%	$	4,211,311
Inflation Contigency:	Start Year: 2013	5%	$	1,403,770
		Construction Cost TOTAL:	$	39,470,000

Project Cost Summary

Item Description	Notes:	Allowance		Item Cost
Construction Cost TOTAL:			$	40,457,000
Engineering/Survey:	Engineering/Surveying/Env. Assessment/Public Involvement	12%	$	4,854,840
Agency Project Management:		15%	$	6,068,550
Inspection and Testing:		5%	$	2,022,850
Franchise Utility Relocations:		2%	$	809,140
ROW/Easement Acquisition:	10' EAMT on both sides to Morningside = Approx. 276,000 SF		$	1,104,000
		Project Cost TOTAL:	$	55,320,000
Phase 1 Design - Schematic, Environmental, Surveying, Public Involvement:			$	2,450,000
Phase 1 TxDOT Oversight:			$	550,000

COMPREHENSIVE PLAN GOAL

Chapter 4. Mobility – Access to the Island

Improved Pedestrian Friendliness

- 4.F Provide a safe and attractive environment for walking and bicycling
- 4.G Encourage transportation forms other than autos
- 4.H.6 Coordinate with TxDOT to request funding for the reconstruction and replacement of the sidewalks and landscaping on Padre Boulevard.

COUNCILACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

City of South Padre Island
Preliminary Roadway Project Cost Projection

Kimley-Horn and Associates, Inc.

Project Information:		**Description:**	**Aug. 18, 2010**
Name:	Padre Blvd	**Existing pavement rehabilitation including new drainage systems**	
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Erosion Control	Standard inlet protection, silt fences, check dams		1%	$	164,131
			Allowance Subtotal:	**$**	**11,662,299**
			Paving and Allowance Subtotal:	**$**	**28,075,405**
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Project Cost Summary

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Construction Cost TOTAL:			**$**	**40,457,000**
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ROW/Easement Acquisition:	10' ESMT on both sides to Morningside = Approx. 276,000 SF		$	1,104,000
		Project Cost TOTAL:	**$**	**55,320,000**
		Phase 1 Design - Schematic, Environmental, Surveying, Public Involvement:	**$**	**2,450,000**
		Phase 1 TxDOT Oversight:	**$**	**550,000**
			$	

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information know to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids or actual costruction costs will not vary from its opinions of probable costs.

The Costs above comprise the estimated total construction cost for the Padre Boulevard reconstruction. Phase 1 activities that are covered under this grant request are estimated to cost $ 3,000,000. Those activities include Public Outreach, Environmental Clearance, Survey and Geotechnical Analysis, Schematic Design, Procurement, and Project Oversight.

RESOLUTION NO. 2010-32

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, REQUESTING THAT THE REDESIGN AND RECONSTRUCTION OF PADRE BOULEVARD, TO A MULTI-MODAL TRANSPORTATION NETWORK, BE INCLUDED IN THE STATEWIDE TRANSPORTATION IMPROVEMENT PLAN (STIP).

WHEREAS, the City of South Padre Island desires to create a safe multi-modal transportation network on Padre Boulevard; and,

WHEREAS, the City of South Padre Island would like to partner with TxDOT and the Federal Highway Administration to create a Context Sensitive Solution to the current boulevard which encourages walking, biking, transit and automobile mobility options; and,

WHEREAS, the City of South Padre Island is utilizing local funds for preliminary feasibility planning to redesign Padre Boulevard; and,

WHEREAS, Chapter 311 of the Tax Code authorizes the Town of South Padre Island to develop a Tax Increment Reinvestment Zone (TIRZ) to financially partner with the TXDOT and FHWA to accomplish the redesign and reconstruction of Padre Boulevard; and,

WHEREAS, the FHWA requires that a project be included in a State's TIP before a project is eligible for federal funding;

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

The City Council requests the Texas Department of Transportation to include the redesign and reconstruction of Padre Boulevard in the 2011-2014 Statewide Transportation Improvement Plan.

PASSED, ADOPTED AND APPROVED ON THIS THE 1st DAY OF DECEMBER, 2010.

_____
Robert N. Pinkerton, Jr., Mayor

ATTEST:

_____
Susan Hill, City Secretary

13-5

Item No. 14

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Scott Fry, Public Works Director

ITEM

Discussion and action to on the following items associated with the construction of the Palm St. Boat Ramp and Tompkins Channel Dredge Project:

a. Execution of a Coastal Lease for the re-construction of the Palm St. Boat Ramp
b. Award of a contract for the re-construction of the Palm St. Boat Ramp
c. Review and update of Tompkins Channel Dredge Project

ITEM BACKGROUND

During the last Fiscal Year, this project was budgeted in the Bay Access Fund. During the Budget process, it appeared that this project would be completed prior to the end of the year. On October 31st, staff was made aware that the GLO Coastal Lease would not be ready until the first week of October. This caused the project to be pushed into this Fiscal Year. Due to the timing of the Coastal Lease, the City staff had already finalized the Budget for this year without these funds being re-allocated.

This allocation will reduce the amount of local funds that we have for the dredging of the Tompkins Channel. Due to the amount of funds that we received from FEMA, and due to the fact that we are designing the plans in house, this should not affect the City's ability to complete the dredging project.

Construction Plans and bid documents were prepared by Southwest Consulting Engineers, Inc. Bids were originally received on October 15th for this project. Due to irregularities with several of the bids, staff decided to reject all bids and the City solicited new bids on November 19th. At that time, the City received one bid from Willis Development in the amount of $16,294.00. This bid was $3,706.00 lower than the lowest bid from October 15th.

RECOMMENDATIONS/COMMENTS

I recommend that the Council execute the Coastal Lease, allocate the amount of $21,000.00 for this project, and award contract to Willis Development for the low bid of $16,294.00. The balance of the $21,000.00 will go toward paying for the Engineering and Laboratory Testing.

BUDGET/FINANCIAL SUMMARY

Bay Access fund 62-543-0510 increase appropriation of $21,000.00
$16,294.00 for construction work
$3,000.00 for the remaining balance due to the Engineer
$1,706.00 for laboratory testing

COMPREHENSIVE PLAN GOAL

5.K Protect Public Access to the Laguna Madre.

COUNCIL ACTION

Motion: _____

Second: _____ **Vote: Ayes:** _____

Nays: _____ **Abstentions:** _____

Item No. 15

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL WORKSHOP
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Paul Y. Cunningham, City Attorney

ITEM

Discussion and action to approve First Reading of Ordinance No. 10-32 amending Chapter 4 and 15 of the Code of Ordinances to substitute the Development Standards Review Task Force for the name and for all the functions of the Development Plan Review Board and change the membership on the Board from nine (9) members to seven (7), and change any reference to Board of Aldermen to City Council.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

ORDINANCE NO. 10-32

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTERS 4 AND 15 OF THE CODE OF ORDINANCES TO SUBSTITUTE THE DEVELOPMENT STANDARDS REVIEW TASK FORCE FOR THE NAME AND FOR ALL THE FUNCTIONS OF THE DEVELOPMENT PLAN REVIEW BOARD [hereby abolished] AND THE PADRE BOULEVARD REVITALIZATION IMPLEMENTATION COMMITTEE [hereby abolished] AND CHANGE THE MEMBERSHIP ON THE BOARD FROM NINE MEMBERS TO SEVEN, AND CHANGE ANY REFERENCE TO BOARD OF ALDERMEN TO CITY COUNCIL AND TOWN TO CITY; PROVIDING FOR A PENALTY FOR VIOLATION NOT TO EXCEED FIVE HUNDRED DOLLARS ($500.00); PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.

WHEREAS, the City of South Padre Island has heretofore enacted Ordinance No. 10-30 wherein it created the Development Standards Review Task Force to carry out all the functions of the Development Plan Review Board, Form-Based Code Commission and the Padre Boulevard Revitalization Implementation Committee; and

WHEREAS, the Development Plan Review Board was created by ordinance and is part of the Code of Ordinances and this ordinance is to amend Chapter 4 and 15 of the Code of Ordinances to substitute the Development Standards Review Task Force in name and for all the functions of the Development Plan Review Board; and

WHEREAS, the City has changed it designation of "Town" to "City" by the adoption of a Home Rule Charter and "Board of Aldermen" to "City Council"; and

WHEREAS, the City Council has determined that such an ordinance should be enacted.

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

Section 1. The Development Plan Review Board is abolished and Article V of Chapter 4 and Chapter 15 of the Code of Ordinances of the City of South Padre Island is hereby amended to substitute the Development Standards Review Task Force for the name and for all the functions of the Development Plan Review Board and change the membership on the board from nine members to seven, and change any reference to Board of Aldermen to City Council and Town to City in the revised portions of said Chapter 4 being attached hereto as Exhibit "A" and the revised Chapter 15 being attached hereto as Exhibit "B".

Section 2. The Padre Boulevard Revitalization Implementation Committee as established by Resolution 2009-30 is abolished and the Development Standards Review Task Force will perform all of its functions.

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

Section 4. Any violation of this Ordinance may be punished by a fine not to exceed Five Hundred Dollars ($500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section **21-1** of the Code of Ordinances is hereby adopted and incorporated for all purposes.

Section 5. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section 6. This Ordinance shall become effective when published in summary form or by publishing its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this 1st day of December, 2010.

PASSED, APPROVED AND ADOPTED on Second Reading, this ___ day of December, 2010.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

Susan Hill, CITY SECRETARY

ROBERT N. PINKERTON, JR., MAYOR

ARTICLE V
Development Standards Review Task Force

Sec. 4-40 Composition.

There is hereby established an advisory Board called the Development Standards Review Task Force (hereafter "Review Board"). The Review Board shall consist of seven (7) members of the public appointed by the City Council. [Ord 09-01]

Sec. 4-41 Term of Office.

Each member of the Review Board shall be appointed for a term of two (2) years [The initial board shall draw straws for one and two year terms (Three for one year terms and four for two year terms)] with terms expiring on 30th of September.. Vacancies shall be filled for an unexpired term in the same manner in which the original appointments are made. Continued absences of a member of the Review Board shall, at the discretion of the City Council, subject any such member to immediate removal from office.

Sec. 4-42 Quorum.

Four (4) members of the Review Board shall constitute a quorum. No Board member shall act in any case in which he or she has a personal interest. [09-01]

Sec. 4-43 Procedure.

A) The Review Board shall establish rules and regulations for its own procedures consistent with the provisions of this Code.
B) The Review Board shall meet at least twice each month at a regularly established time and may hold any such additional meetings that the Chairman may call.

Sec. 4-44 Chairman.

The Review Board shall elect a Chairman, Vice Chairman and such other offices as the Board may determine to be necessary to carry out its duties.

Sec. 4-45 Purpose.

(A) The purpose of the Development Standards Review Task Force is to develop recommended site plan and exterior design guidelines and ordinances for non-residential uses [all uses other than One (1) or Two (2) family structures] to the City Council, as well as to review all such non-residential building site plans and specifications to insure their compliance with City Ordinances and City Design Guidelines. Review and approval of said site plans and specifications shall take place prior to receipt of a building permit for said structure(s).
(B) Development Standards Review Task Force will establish goals annually including the following general objectives:

- Make recommendations regarding design guidelines and ordances for all development, public and private
- Administer the City's Form-Based Code as adopted by the City Council
- Develop guidelines for the enhancement of Padre Boulevard
- Consider and grant variances to established development regulation, when appropriate

Sec. 4-46 Appeal

Any person aggrieved by the decision of the Development Standards Review Task Force may appeal such decision to the City Council. Such appeal to the City Council must be made within ten (10) days from the date the applicant received Notice from the Development Standards Review Task Force. The City Council will hear the appeal within Thirty (30) days of receipt of Notice of the Appeal. The decision of the City Council is final.

Sec. 4-47 Required Review by the Development Standards Review Task Force

Prior to issuance of permits from the Public Works Department, the Development Standards Review Task Force shall first review and approve the following:

(A) Site plans and elevation drawings for all structures excluding one (1) or two (2) family structures and multifamily structures with two (2) or less stories or with sixteen (16) or less units in one (1) building.

(B) All structures, excluding one (1) or two (2) family use structures and multifamily structures with two (2) or less stories or with sixteen (16) or less units in one (1) building, desiring exterior color and material use changes (i.e. painting, siding, stucco, etc.) must obtain a permit from the Public Works Department, except color changes that comply with the design guidelines do not require review by the Development Standards Review Task Force. [Ord 08-04, April 2008]

The Development Standards Review Task Force may only deny an application if it does not meet all existing applicable ordinances or the Review Board may refer an applicant to the City Council if their project does not meet existing design guidelines.

Chapter 15
SIGNS

Sec. 15-1 Purpose.

The purposes of these sign regulations are to encourage the effective use of signs as a means of communication in the City of South Padre Island, Texas to maintain and enhance the aesthetic environment and South Padre Island's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effects of signs on nearby public and private property; and to enable the fair and consistent enforcement of community standards. These regulations are aimed at achieving the goals, objectives, and policies enumerated in South Padre Island Plan 2010. This Ordinance is adopted pursuant to Chapter 216, of the Texas Local Government Code.

Sec. 15-1.1 Review-Amendment.

In order to carry out the purpose of this Chapter the Board of Alderman in 1996 appointed an Ad Hoc Sign Ordinance Review Committee which made recommendations to the Board of Alderman and which amendments were passed. The Board of Alderman do not wish to consider further amendments to this Chapter without recommendations from an appropriate citizen committee such as the Ad Hoc Sign Ordinance Review Committee. The Board of Alderman may appoint an Ad Hoc Sign Ordinance Review Committee every three years to review this Chapter and the Board of Alderman will review said recommendations prior to amending this Chapter.

Sec. 15-1.2 Provisions of this Chapter apply to ETJ.

All provisions of this Chapter 15 (sign regulatory ordinances) that regulate outdoor signs shall apply within the area of the extraterritorial jurisdiction of this city as defined by Chapter 42 of the Texas Local Government Code. [Ord 10-09]

Sec. 15-2 Definitions.

For purposes of this Ordinance, the following definitions shall apply:

(1) Abandoned Sign: A sign which no longer correctly directs or exhorts any person, advertises a bona fide business or service provided, lessor, owner, project, activity conducted, or product available on the premises where the sign is displayed. (A temporary closing of a business, not to exceed 90 days, shall not be considered an abandoned sign.)

(2) Airborne Sign: A sign on a balloon, flag, pennant, or inflatable sign.

(3) Altered: A change of copy, logo, or other means in which the message is changed or enlarged, changing shape or location.

(4) Animated Sign: Any sign which includes action or motion.

(4.1) Art in Public Spaces: Art located in places easily seen by the public but which has no direct commercial connection to the structure or location in which this art is located. Reviewed and approved by the Development Plan Review Board on a case by case basis.

(5) Average Grade: The grade of the finished ground level at the midpoint of each exterior surface of a sign, or a structure, in the event that the sign is attached to the structure. The height of a sign shall be computed as the distance from the base of the sign at

normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of existing grade prior to construction or the newly established grade after construction, exclusive of any filing, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure of the zone lot, whichever is lower.

(6) Banner: A temporary sign made of fabric, plastic, paper, or other light, pliable, or non-rigid material, not enclosed in a rigid frame (not including a "fabric sign" as defined herein).

(7) Billboard: Any sign that is freestanding or attached to or part of a building and is an off-premise sign.

(8) Building Face or Wall: All window and wall area of a building in one plane or elevation.

(9) Business Information Sign: A sign that is permanently and professionally attached to a door or window at the entrance of a business that contains information that may include the Business Name, Address, Phone Numbers, Hours of Operation, and Trade Associations the Business is a member of, e.g. FDIC, SBA, etc. All of the information must be located within the maximum Area of Sign for Business Information Sign as defined in Table 15-1. A Business Information Sign is not a Window Sign or a Wall Sign. [Ord 05-13]

(10) Canopy: Any structure attached to a building at the inner end or a free-standing structure, with one or more supports, meant to provide shelter from the weather.

(11) Changeable Copy Sign (Manual): A sign on which copy is changed manually in the filed, i.e., reader boards with changeable letters or changeable pictorial panels.

(12) Changeable Copy Sign (Automatic): A sign such as an electronically or electrically controlled public service time, temperature and date sign, message center, or reader board where different copy changes are shown on the same lamp bank.

(13) Charitable Project or Benefit: Proceeds must be for a qualified 501C entity pursuant to the Internal Revenue Code.

(13.1) Commercial Art: Art on commercially-used structures which draws attention from the ROW and which identifies or advertises a product or business. Since this type of art is intentionally located and chosen to draw attention to the store and/or store products, the square footage of the art will be counted towards maximum signage area requirements.

(14) Commercial Sign: A sign other than a real estate "For Sale" or "For Lease" sign, "Open House" sign, political sign, residential nameplate sign, public information sign, traffic control sign, temporary new business opening sign, or exempted sign, which directs the attention of the general public to a business, product, service, or other commercial or business activity.

(15) Conforming Sign: Signs built and maintained in accordance with the terms of this Ordinance.

(16) Contractor's Sign: A sign intended to identify a contractor or subcontractor on the site of a construction project where the contractor or subcontractor is conducting work.

(17) Copy: The wording or graphics on a sign surface.

(18) Erect. To build, construct, alter, reconstruct, pour, lay, move upon, attach, hang, place, suspend or affix, and also includes the painting of wall signs, murals or super graphics,

or any physical operations on the premises which are required for the construction of a sign including excavation, site clearance, landfill an the like.

(19) Fabric Sign: A sign made of fabric or other non-rigid material, enclosed in a permanent frame and erected as a permanent, on-site sign for a business, service, product, or person.

(20) Facade: The front or main part of a building facing a street.

(21) Face of Sign: The entire area of a sign on which copy could be placed. The area of a sign which is visible from one direction as projected on a place.

(22) Fine Art: Art, as reviewed and approved by the Development Plan Review Board which is created by a recognized artist and which is displayed in or on Town of South Padre Island owned property.

(23) Flashing Sign: Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation or an extremely mounted intermittent light source.

(24) Freestanding Sign. Any sign which is not attached to or on the walls, face, or exterior of a building.

(25) Future Project Development Signs: those temporary signs announcing a future business or development on the site which the sign is located. Future Project Development Signs should be allowed only on the site which the project will be located and for only one (1) year. After which time the owner may apply for an extension (but only one extension) of the sign permit for one (1) additional year, but only if the permit holder shows progress in the development of the site.

(26) Grand Opening: The initial opening of an entirely new business.

(27) Ground level: The immediate surrounding grade.

(28) Height of Sign: The vertical distance measured from the surrounding grade to the highest point on the sign or sign structure.

(29) High Rise Building: A structure of more than Six (6) stories in height.

(30) Illegal Sign. Signs existing on the effective date of the adoption of this Ordinance which are not registered in accordance with the terms of Subsection 15-3A shall be categorized as illegal.

(31) Image Sign. A two dimensional picture/poster used in lieu of models or actual merchandise displays, displayed through a window, and which has no wording other than trademark or brand name/brand logo. For example: portraits and brand name posters/product pictures portraying models wearing/using products; model wearing Nike swimming apparel or a model using a boogie board. *Ord 04-03; 3/17/04*

(32) Indirect Lighting. A light source separated from the surface and illuminating the sign surface by means of spot lights or similar fixtures.

(33) Joint Directory Sign: A sign which consists of a composite of several individual signs identifying the businesses located in a commercial or office complex.

(34) Landscaping: For the purposes of this Ordinance, landscaping shall include any combination of shrubs, vines, hedge plantings, plants, trees or palms located in a planting area at the base of the sign. For the purposes of this ordinance, the term "landscaping" shall not mean solely turf or grass, or the total absence of vegetable matter.

(35) Legally Non-Conforming: Signs existing on the effective date of the adoption of this Ordinance which are not in conformance with the Ordinance but which are registered with the Building Department in accordance with the terms of Section 15-3, shall be categorized as legally non-conforming.

(36) Logo: A letter, character, or symbol used to represent a person, corporation, or business enterprise.

(37) Lot: A parcel, tract, plot or area of land accessible by means of a street or other permanently reserved principal means of access. It may be a single parcel separately described in a deed or plat, or it may include parts of or a combination of such parcels when adjacent to one another and used as a whole.

(38) Major Corporate Sponsor: The sponsor of a public event, listed on all advertising and other public promotions, resulting from the contribution of funds, equipment, products, and/or in-kind services to the event.

(39) Marquee: Any permanent roof-like structure at the entry to a building, which projects beyond the building or extends along and projects beyond the wall of the building, and which generally contains a commercial message(s), and is designed to provide protection from the weather.

(40) Minimum Sight Triangle: A triangular area bounded by the right-of-way lines of a corner lot and a line connecting the two points on the right-of-way lines measured twenty (20) feet from the point of intersection of the right-of-way lines. For ingress/egress points and private roads, the minimum sight triangle shall be determined using the intersection of the curb line or edge of pavement for the ingress/egress point or private road and the public right-of-way.

(41) Monument Sign: A freestanding sign, other than a pole sign, which has a skirt, dressed base, or other means of enclosing the structural members which support the sign, and which skirting or dressing has been approved by the Development Plan Review Board base must equal at least Fifty Percent (50%) of sign width and not to exceed One Hundred Twenty Percent (120%) of the width of the sign for signs up to Eight (8) feet in height. For signs proposed to be taller than Eight (8) feet in height, the width of the of the approved skirting or dressing must equal a minimum of Fifty Percent (50%) of the sign width, but shall in no case exceed Four (4) feet in width. For the purposes of this Ordinance, the terms "skirting" and/or "dressing" shall mean the enclosing of the structural members which support the sign with materials such as decorative masonry, natural and decorative stone, masonry with a stucco finish, and decorative wood such as redwood or cedar when appropriately finished to prevent decay and discoloration; no skirting may be made from metal or plastic materials. No signage is permitted on the skirting except street address.

(42) Multi-Pole, Single Pole Sign: A sign whose only structural support consists of exposed poles, posts, beams, or other devices mounted in the ground.

(43) Office Complex/Multi-Tenant Shopping Center: Means Two (2) or more offices or stores sharing customer parking area, regardless of whether said offices or office establishments occupy separate structures or are under separate ownership.

(44) Official Sign: Any sign erected by or at the direction of any governmental body.

(45) Off-Premises Sign: Any sign other than an on-premise sign.

(46) On-Premises Sign: A sign which advertises only goods, services, facilities, events or attractions available on the premises where located, or identifies the owner or occupant or directs traffic on the premises. All other signs are off-premises signs.

(47) Owner: A person recorded as such on official records and including duly authorized agent, notary, purchaser, lessee, devisee, or judiciary; anyone having a vested or contingent interest in the property or business in question.

(48) Painting. The application of paint in the course of normal maintenance which in no way shall alter the message or group of works or letters.

(49) Permanent Multi-Family or Subdivision Identification Sign: A sign which designates the name of a project, subdivision, or other residential district, and which is located at or in close proximity to the main entrance.

(50) Person: Any natural person, firm, partnership, association, corporation or organization of any kind.

(51) Place of Business: One enclosed structure with a Certificate of Occupancy regardless of the number of commercial uses within. For the purposes of this ordinance regulating signage, each place of business must be separated from other places of business with non-penetrable walls in such a manner that the public must enter and/or exit the business through an exterior door. *Ord 04-03; 3/17/04*

(52) Political Sign: Any sign which is designated to influence the action of voters for the passage or defeat of a measure appearing on the ballot in connection with any national, state or local election.

(53) Portable Sign: Any sign not permanently affixed to a building, structure or the ground, and designed or constructed in such a manner that it can be moved or relocated without involving any structural or support changes. This definition includes, but is not limited to, A-frame signs, sandwich signs, curb signs, sail flag signs, feather flag signs and signs on trailers with or without wheels or on other vehicles which are primarily used as signs.

(54) Premises: An area of land, with its appurtenances and buildings, which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

(55) Project Development Sign: A temporary sign for a commercial or multi-family tract during the construction of the proposed development which may identify a project under construction and includes the project's name and address, general contractor, architect, financing, and contact agent, with appropriate phone numbers. These signs should not be allowed until or unless the property owner receives a Building Permit for the site, and should be removed either immediately after receipt of the Certificate of Occupancy or immediately after the expiration or revocation of a Building Permit. (see also Future Project Development Sign)

(56) Projecting Sign: A wall-mounted sign, erected in lieu of the permitted, free-standing monument sign, which projects from the face of a structure, meeting the following requirements:

(a) The sign shall be pinned away from the wall of the structure a minimum of six (6) inches.

(b) The sign shall not extend over any adjacent right-of-way or property line.

(c) Projecting signs shall be designed as an integral architectural element of the building to which it principally relates. The mounting brackets of such signs will be an integral part of the sign and complementary to the design of the sign. No projecting sign shall be entirely supported by an unbraced parapet wall.

(d) No unshielded lights will be permitted. All lighting fixtures shall be placed in such a way as they will not be struck or otherwise damaged by the sign in the event of high wind.

(e) Projecting signs shall be designed to meet the wind resistance requirements of Section 15-10.

(57) Public Information Sign: Any sign or banner which is intended to identify community, civic and social events, special events, facilities, no-trespassing areas and is not a commercial sign or official sign as defined herein.

(58) Reader Board: A sign that has changeable or removable lettering.

(59) Real Estate "For Sale", "For Lease", or "Open House" Sign: A temporary sign designating that the premises upon which it is erected is for sale, rent, or lease or that an open house is being held on the day on which the sign is displayed.

(60) Reflective Surface: Any material or devise which has the effect of intensifying reflected light, including but not limited to scotch light, day glow, glass beads and luminous paint.

(61) Required Signs: Any sign required by law for the protection of the general health, safety and welfare of the public. For the purposes of this Ordinance, numbers attached to the front plane of a facing and visible from the adjacent public right-of-way or private ingress/egress for the purpose of identifying the street address of the structure shall be considered a required sign. Such numbers shall be a minimum of four (4) inches in height, shall be of a color in distinct contrast to the color of the wall to which it is attached, and shall be plainly visible from the adjacent public right-of-way or private ingress/egress.

(62) Residential Nameplate Sign: A sign permitted for the sole purpose of identifying the inhabitant residing therein, the house name, or identifying the address of the house. The sign may contain no advertising of any kind.

(63) Roof Line: The highest point of the coping on a flat roof, false mansard, or parapet wall; the deckline of a true mansard roof; the ridge line between the upper and lower slopes of a gambrel roof; or the mean height level between the eaves and the ridge of a gable or hip roof.

(64) Roof Sign: A sign attached to, and wholly or partially dependent upon, the roof of a structure for support, or attached to the roof in any way, but not extending above the roof line, as defined by this Ordinance. Such signs will be completely enclosed between the sign and the corresponding roof, and shall be designed to meet the wind resistance requirements of Section 15-10.

(65) Sign: Any thing of visual appearance primarily used for, or having the effect of, attracting attention from the streets, sidewalks, or other curbside public areas for identification purposes, whether illuminated or non-illuminated. An identification logo, description, illustration or device which is affixed to or represented directly or indirectly upon a building, structure or land, and which directs attention to a product, place, activity, person, service, institution or business, whether illuminated or non-illuminated. For the purposes of removal, the definition of "sign" shall include all of the sign structure. For the purposes of this Ordinance, this definition shall also include paintings directly upon a building, other structure or vehicle and any manufacture incorporated or added to a building or property that is not a normal structural or architectural component of a building shall be considered a "sign" (i.e. to attract attention from public right-of-way) and must comply with all the commercial sign regulations of this Chapter pertaining to either a monument sign or a projecting sign. (*Ord. 02-14; Nov.20, 2002*) The basic intent behind this definition is not to discourage product displays, design, or art from epitomizing simplicity, good taste, and compatibility with the community's desired image.

(66) Sign Area: The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any

supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning ordinance regulations and is clearly incidental to the display itself. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.

(67) Sign Structure: The sign and all parts associated with its construction.

(68) Snipe Sign: A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, utility poles, stakes, or fences or to other objects, and whose message is not associated with the premises upon which such sign is located.

(69) Temporary Signage: A sign erected for a special purpose and for a specifically stated short term of duration, as regulated by Sections 15-***6(G)***, 15-7, and 15-12. Temporary signage may include such otherwise prohibited forms of signage as portable signs [Section 15-5(E)] and banners [Section 15-5(F)].

(70) Traffic Control Sign: A permitted sign for the purpose of identifying parking areas and directing the flow of traffic on private property.

(71) Wall Sign: A sign attached to, painted on, or erected against the wall of a building or structure with the exposed face of the sign in a plan parallel to the face of the wall and not projecting more than Nine (9) inches from the face of the wall at any point.

(72) Window Sign: A sign – printed, painted, neon or otherwise – no greater than thirty-two (32) square feet, displayed in or through a window or glass door and which can be seen from the front property line / right of way line. All windows signs except open or closed, name of store or business and national product logos (Image signs are permitted) are prohibited after February 1, 2012. *Ord 04-03; Ord 10-02*

Sec. 15-3 Permits, Renewals, Expiration and Transfers.

Permit Required: It shall be unlawful to commence or to proceed with the erection, construction, reconstruction, conversion, alteration, enlargement, extension, placement, or moving of any sign or sign structure or any portion thereof without first having applied in writing to the City Manager, or his designee, for a sign permit to do so, and a sign permit has been granted therefore. Should any existing sign be enlarged, replaced, moved, or reconstructed, it shall be considered a new sign, requiring a sign permit. If an existing sign is repainted or the sign panels replaced for the purpose of changing the business or tenant, it shall require the filing of an assignment permit, pursuant to Section 15-3(G)(2). However, the re-painting of a sign face or the replacement of sign panels for ordinary maintenance, shall not constitute such a change as to classify the sign as a new sign, and shall not require a sign permit, providing that the repair and/or replacement shall be in conformance with the height, location, and dimensions as shown in accordance with the original sign permit, and that any damage to the sign shall not be sufficient to make the sign subject to the requirements of Section 15-13. The primary responsibility for securing the necessary permit(s) shall be the property owner's. However, if the property owner should contract part or all of the proposed work, it shall become the responsibility of the person or firm hired to perform that work to ensure that all required permits and approvals have been secured prior to any work being initiated. For the purposes of this Ordinance, through the acceptance of the contract to perform the work, the third party so

contracted shall become equally liable for all fees, fines, and penalties prescribed by this Ordinance arising from violations resulting from that work.

(A) Applications shall be submitted to the Public Works Department for review and approval. Said application shall consist of a scale drawing showing the detail and dimensions of said sign along with the dimensions of the building and proposed location of the sign(s).

(B) All signs which are electrically illuminated by neon and other means shall require a separate electrical permit and inspection.

(C) All signs shall be erected within Ninety (90) days of issuance of the permit; otherwise the permit shall become null and void.

(D) Signs erected and maintained by the Town shall not require a permit nor may they be restricted by the provisions of this Ordinance.

(E) All signs existing on the original date of passage of this Ordinance shall be registered and contain the information of 15-3(A) by February 15, 1993, conforming or legally non-conforming.

(F) The City Manager or designee shall cause an inspection of the sign for which each permit for a new sign or for modification of an existing sign is issued during the fourth (4th) month after the issuance of such permit or at such earlier date as the owner may request. If the construction is not substantially complete at the time of inspection, the permit shall lapse and become void. If the construction is complete and in full compliance with this Ordinance and with the building and electrical codes, the City Manager or designee shall affix to the premises a permanent symbol identifying the sign(s) and the applicable permit by number or other reference. If the construction is substantially complete, but not in full compliance with this Ordinance and applicable codes, the City Manager or designee shall give the owner or applicant notice of the deficiencies and shall allow an additional Thirty (30) days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse. If the construction is then complete, the City Manager or designee shall affix to the premises the permanent symbol described above.

(G) The owner of a sign requiring a permit under this Ordinance shall at all times maintain in force a sign permit for such sign.

(1) A continuing sign permit shall lapse automatically if the business ceases. A sign permit shall also lapse if the business activity on the premises is discontinued for a period of Ninety (90) days or more and is not renewed within Thirty (30) days of a Notice from the city to the last permittee, sent to the premises, that the sign permit will lapse if such activity is not renewed.

(2) A current and valid sign permit shall be freely assignable to a successor as owner of the property of a business for the same premises, subject only to filing such application as the City Manager or designee may require and paying any applicable fee. The assignment shall be accomplished by filing and shall not require approval.

Sec. 15-4 Administrative Procedures.

(A) All applicants for a sign permit shall use forms provided by the City Manager or designee. The applicant shall answer all questions and, if required, include a site plan indicating the location of all structures in relation to property lines.

(B) All signs shall conform to the standards contained in Section 15-7, unless otherwise provided herein.

(C) All fees shall be approved by the Board of Aldermen and may be amended from time to time.

(D) Applicants are encouraged to use designs which enhance the aesthetic appearance of the Town and shall be given incentives.

(E) Representations by the Sign Permit Applicant: All representations, whether oral or written, made by an applicant or his agent on behalf of the application for a sign permit under this Ordinance shall constitute a material factor in granting a sign(s) permit. It shall be unlawful for the permittee to vary from such representations unless the permittee first makes application, as required by the provisions of this Ordinance.

(F) Voiding of Sign Permit: Any permit may be revoked by the City Manager or his designee, at any time prior to the completion of the sign for which the same was issued, when it shall appear to him that there is departure from the plans, specifications or conditions as required under the terms of the permit, that the same was procured by false representation, or that any provision of this Ordinance are being violated. Written notice of such revocation shall be served upon the owner, his agent, or contractor, or upon any person employed in the building or structure for which such permit was issued, via a stop-work order, which shall be posted in a prominent location, and thereafter, no such construction shall proceed.

(G) Replacement of Permanent Signs: In those instances where a permit is requested to replace an existing permanent sign, the original sign shall be completely removed prior to erection of the replacement sign. The sign structure of the original sign may be maintained in those instances where the replacement sign merely involves replacement of the sign lens or face, and where the replacement of the original sign does not invoke the requirements of Section 15-13.

Sec. 15-5 Certain Signs Prohibited.

The following signs shall be prohibited in the Town of South Padre Island:

(A) Airborne signs.

(B) Illegal signs as defined by the terms of Section 15-2(29), above, or any other sign constructed after the enactment of this Ordinance and which is not in compliance with the terms of this Ordinance.

(C) Moving, Swinging, Flashing Signs, including electronic message centers, with the exception of time and temperature signs, however, such time and temperature signs shall be for that purpose only, shall be constant in nature, and shall not grow, melt, x-ray, up or down scroll, write-on travel, inverse, roll, snow or present pictorial or other animation.

(D) Off-Premise signs.

(E) Portable signs, except those used for temporary purposes as authorized by this Ordinance.

(F) Banners.

(G) Sidewalk sandwich signs.

(H) Pole signs.

(I) Snipe signs.

(J) Signs with a reflective surface as herein defined.

(K) Signs which contain characters, cartoons, or other representation, or statements, words or pictures of an obscene, prurient, or immoral character.

(L) Signs which contain or are an imitation of an official traffic sign or signal, or which are of a size, location, movement, content, coloring, or manner of illumination which may be confused with or construed as a traffic control device, or which may hide from view any traffic or street sign or signal.

(M) Any sign construed or located in such a manner that is or becomes an immediate hazard or danger to persons or property because of being in an unsafe condition, or which obstructs any window, door, or fire escape of any building. Such signs will be subject to immediate removal by the City Manager, or his designee, without notice, at the expense of the owner.

(N) Signs attached directly to a door or window. The only exceptions to this provision are a Business Information Sign, "Open" and "Closed" signs, Credit Card signs, ATM signs, and "Help Wanted" signs. [Ord 05-13]

(O) Signs painted on or affixed to benches.

Sec. 15-6 Sign Types Permitted.

The following signs shall be permitted under the provisions of this Ordinance.

(A) Residential Signs:
   1. Residential nameplate signs.
   2. Permanent multi-family or subdivision identification signs.

(B) Commercial Signs for Multi-Tenant Centers and Office Complexes:(See Sec. 15-7(B) Sign Standards)
   1. Monument signs.
   2. Awning and wall signs.
   3. Joint directory commercial signs.
   4. Nameplate Signs.
   5. Roof Sign.
   6. Window Signs – see Tables 15-3A & 15-3B for further details. *Ord 04-03; 3/17/04*

(C) Commercial Signs for Single Business Use:
   1. Monument signs.
   2. Awning and wall signs.
   3. Nameplate Signs.
   4. Projecting Sign.
   5. Roof Sign.
   6. Window Signs – see Tables 15-3A & 15-3B for further details. *Ord 04-03; 3/17/04*

(D) High Rise Building Signs.

(E) Traffic-Control Signs upon private property.

(F) Political Signs.

(G) Temporary Signage:
   1. Future Project Development Signs – only allowed on the site which the project will be located and for only one (1) year. After which time the owner may apply for an extension (but only one extension) of the sign permit for one (1) additional year, but only if the permit holder shows progress in the development of the site.
   2. Project Development Signs: temporary sign for a commercial or multifamily tract during the construction of the proposed development. These signs

should not be allowed until or unless the property owner receives a Building Permit for the site, and should be removed either immediately after receipt of the Certificate of Occupancy or immediately after the expiration or revocation of a Building Permit.

3. Real Estate, For Sale, For Lease-- 30 days after sale or lease
4. Open House signs – The day of the Open House only.
5. Contractor's Sign.
6. The following miscellaneously allowed Business Marketing / Advertising Temporary Signs:

   a. Advertising a "grand opening," one time only permit per business, for a ten (10) day period.

   b. For general business purposes, limited to four (4) permits per year per business.

   c. For charitable projects and benefits, limited to two (2) permits per year per business.

   d. For recognized events and Town holidays, as provided in Section 15-12.

(H) Any sign not specifically listed as being permitted herein, is expressly prohibited.

Sec. 15-7 Sign Standard.

(A) General:

1. All signs, temporary or permanent, must appear to be professionally made and/or printed.
2. No sign that appears to be hand printed will be allowed.
3. No awning, wall and/or roof signage may be used for advertising prices of products or services.
4. The following tables contain standards which are applicable to all signs permitted under the terms of this Ordinance.
5. The provisions of Tables 15-3A & 15-3B become effective midnight December 1, 2004.
6. Backlit signs with removable letters shall be allowed only on monument-style signs. In such cases, no more than 70% of the sign face can be used for marquee/removable letter area, and the remaining 30% or greater area may be used only for background color, the business name and/or logo.
7. Wall signs cannot be painted directly on the walls or surfaces of any structure and can include only the name of the on-premise business, business logo, business byline, and/or business products and services.

TABLE 15-1
Sign Number, Area and Height Regulations***

SIGN TYPE	MAX. No. SIGNS PER LOT	MAX. AREA OF SIGN	MAX. HEIGHT	SETBACK
Residential Signs				
1) Residential Nameplate signs	1 per dwelling unit	2 sq. ft per residence OR 0.5 sq. ft per multi-family unit	6 ft from average grade	15 ft from ROW & Property Line (PL)
2) Permanent multi-family or subdivision identification signs	1 per project or subdivision	24 sq. ft	16 ft from average grade	15 ft from ROW & PL
Commercial Signs for Multi-Tenant Centers & Office Complexes				
1) Monument Signs (Doubled Faced)	1 sign per center	72 sq. ft per face	16 ft from average grade	15 ft from ROW & PL
2) Awning, Wall & Roof Signs	As determined by tenant**	64 sq. ft. total		15 ft from ROW & PL
3) Joint directory commercial signs	1 per tenant	2 sq. ft per tenant	16 ft from average grade	15 ft from ROW & PL
4) Nameplate Sign	1 per tenant	2 sq. feet		15 ft from ROW & PL
5) Window Sign *Ord 04-03; 3/17/04* Prohibited after Feb 1, 2012; Ord 10-02	4 - As per Table 15-3A & 15-3B	32 sq. ft. per sign		No closer than 6 inches from glass of window or door
6)Business Information Sign	1 Per Business	9 sq. ft. & no portion of the sign more than 5 ft. from the entrance,		
Commercial Signs for Single Business Use				
1) Monument (Double Faced)	1 sign per lot*	50 sq. feet per face	16 ft from average grade	15 ft from ROW & PL
2)Projecting Sign	1 sign per lot in lieu of monument sign	36 sq. ft. per face	16 ft from average grade	15 ft from ROW & PL

3) Awning, Wall, Roof Signs	As determined by business**	64 sq. ft total		15 ft from ROW & PL

SIGN TYPE	MAX. No. SIGNS PER LOT	MAX. AREA OF SIGN	MAX. HEIGHT	SETBACK
4) Nameplate Sign	1 per tenant	2 sq ft.		15 ft from ROW & PL
5) Window Sign *Ord 04-03; 3/17/04* Prohibited after Feb 1, 2012 Ord 10-02	4 As per Table 15-3***A & 15-3B***	32 sq. ft. per sign		No closer than 6 inches from glass of window or door
6)Business Information Sign	1 Per Business	9 sq. ft. & no portion of the sign more than 5 ft. from the entrance,		
High Rise Buildings				
1) Monument Double-Faced	1 sign per lot*	72 sq. ft. per face	16 ft from average grade	15 ft from ROW & PL
2) Awning & Wall Signs	1 sign per lot	10% of the wall plane surface area, or 250 sq. ft., whichever is less.	Height of the wall	15 ft from ROW & PL
Traffic Control Signs located on Private Property				
	Comply with state standards	2 sq. ft.	8 ft. from average grade	
Political Signs				
		No greater than 36 sq. ft.	No greater than 8 ft tall	
Temporary Signage				
1) Future Project Development Signs (issued prior to construction of project)	1 per Development (not allowed in addition to Project Dev. Sign	32 sq. ft.	8 ft from average grade	15 ft from side property line
2) Project Development Signs (Issued during construction of project)	1 per Development (not allowed w/ Future Project Dev. Sign)	32 sq. ft.	8 ft from average grade	15 ft from side property line
3) Freestanding Real	1 per lot	Sites with less	3 ft. from	15 ft from

Estate Signs, For Sale , For Lease		than 1 acre = max of 6 sq. ft.	average grade	ROW & PL
		Sites > 1 acre and < 5 acres = max of 16 sq. ft.	8 ft from average grade	15 ft from ROW & PL
		Sites 5+ acres = max of 32 sq. ft.	8 ft. from average grade	15 ft from ROW & PL

SIGN TYPE	MAX. No. SIGNS PER LOT	MAX. AREA OF SIGN	MAX. HEIGHT	SETBACK
4) Open House Signs	1 per lot	6 sq. ft.	3 ft. from average grade	15 ft from ROW & PL
5) Contractor's Signs	1 per contractor and subcontractor	6 sq. ft.	3 ft. from average grade	15 ft from ROW & PL
6) Miscellaneous Allowed Business Marketing / Advertising Temporary Signs – See Sec. 15-6(G)(6)	1 per business per permit [see Sec. 15-6(G(6)]	36 sq. ft. per sign	16 ft from average grade, if free standing	15 ft from ROW & PL
7) Sail Flag Signs and Feather Flag Signs	2 per business except multi-Tenant center only 1 per business	18 sq ft per sign	16 ft. from average grade	15 ft from ROW and property line

* One per property, except where a business owns, under single ownership, the entire street frontage of a block, that is, the entire frontage of a public street between two other intersecting public streets, may be permitted two, free-standing monument signs, as defined by this Ordinance, providing the signs are placed a minimum of 150 feet apart. In those areas on the north and south ends of the community where the "C" District is not divided in the traditional grid pattern of "blocks," a business which owns, under single ownership, a minimum of 200 feet of lineal street frontage, as measured on a single street (i.e., the measurement shall not be made around the corner of one street onto another), the business may be permitted two, free-standing monument signs, provided they are placed a minimum of 150 feet apart. In no instance shall a business with a(n) existing non-conforming free-standing sign(s) be permitted the two free-standing monument signs permitted under this provision unless and until the non-conforming free-standing sign(s) is (are) first removed.

**Single businesses and tenants of multi-tenant centers and office complexes may have any number of awning, wall, or roof signs, as defined and permitted by this Ordinance provided the total square footage of all such signs does not exceed the allowed square footage as defined by this ordinance as seen from the public right of way from any line of sight.

***A variance of the requirements of this Table may be granted by the Development Plan Review Board. [See Section 15-14]

TABLE 15-2

Review, Lighting, Landscaping, and Duration Requirements for Signs***

SIGN TYPE	REVIEW REQUIRED?	OPTIONAL LIGHTING TYPE	DURATION LIMIT (Subject to Sec. 15-3G)
Residential Signs			
1) Residential Nameplate	No	Direct or Indirect	None
2) Permanent multi-family or subdivision identification	Yes	Direct or Indirect	None
Commercial Signs for Multi-tenant Centers and Office Complexes			
1) Monument	Yes	Direct or Indirect	None
2) Awning, Wall, Roof	Yes	Direct or Indirect	None
3) Joint Directory Commercial	Yes	Direct or Indirect	None
4) Nameplate	Yes	Direct or Indirect	None
5) Window* *Ord 04-03; 3/17/04*	Yes	Neon only	None
Commercial Signs For Single Business Use			
1) Monument Double-Faced	Yes	Direct or Indirect	None
2) Projecting	Yes	Direct or Indirect	None
3) Awning, Wall, Roof	Yes	Direct or Indirect	None
4) Nameplate	Yes	Direct or Indirect	None
5) Window* *Ord 04-03; 3/17/04*	Yes	Neon only	None
High Rise Buildings			
1) Monument Double-Faced	Yes	Direct or Indirect	None
2) Awning, Wall, Roof	Yes	Direct or Indirect	None

*All windows signs are prohibited after February 1, 2012 except open or closed, name of store or business and national product logos (Image sign(s) are permitted).

SIGN TYPE	REVIEW REQUIRED ?	OPTIONAL LIGHTING TYPE	DURATION LIMIT (Subject to Sec. 15-3G)
Traffic Control Signs Located on Private Property			
	Yes	Not Applicable	
Political Signs			
	No.	Not permitted	
Temporary Signage			
1) Future Project Development Signs (issued prior to construction of project)	Yes	Not permitted	Up to one year OR until receipt of Building Permit for project, whichever is the lesser time period. One (1) extension may be granted with proof of satisfactory progress of on-site development.
2) Project Development Signs (Issued during construction of project; after receipt of Building Permit)	Yes	Direct or Indirect	Valid for the life of the project until/unless the Building Permit expires, OR no longer than 30 days after receipt of Certificate of Occupancy
3) Freestanding Real Estate Signs, For Sale , For Lease	If less than 6 sq. ft. - No.	Not permitted	30 days after sale or lease
	All Others - Yes.	Not permitted	30 days after sale or lease
4) Open House signs	No	Not permitted	The day of the Open House Only
5) Contractor's Sign	No	Not permitted	With issuance of certificate of occupancy OR 15 days if building permit not required
6) Miscellaneous Allowed Business Marketing / Advertising Signs – See Sec. 15-6(G)(6)	Yes	Direct or Indirect	15 days per permit
7) Sail Flag Signs and Feather Flag Signs	Yes	Not permitted	6 months per permit

***A variance of the requirements of this Table may be granted by the *Development Plan Review Board.* [See Section 15-14]

Table 15-3A Window Signage* *Ord 04-03; 3/17/04*

Allowing the name of the business, byline, logo, and/or specials & advertising

All windows signs are prohibited after February 1, 2012. except open or closed, name of store or business and national product logos (Image signs are permitted). Ord 10-02

Total Linear ft. per street side with windows per place of business	**Max. No. of Window Signs Per Place of Business**	**Max. area Per window/ image sign**	**Max. total area of Window Signage**	**Minimum Distance between window signs**
100 ft or less	1	32 sq. ft.	32 sq. ft.	N/A
101 ft or greater	2	32 sq. ft.	64 sq. ft.	10 ft. or equally spaced whichever is greater.
150 ft. or greater	3	32 sq. ft.	96 sq. ft.	10 ft. or equally spaced whichever is greater.
200 ft. or greater	4	32 sq. ft.	128 sq. ft.	10 ft. or equally spaced whichever is greater.

Table 15-3B Image Signage *Ord 04-03; 3/17/04*

Allowing 2D images of models and product display

Total Linear ft. per street side with windows per place of business	**No. of Image Signs Per Place of Business**	**Max. area per each image sign**	***Maximum possible area of Image Signage**	
100 ft. or less	1	32 sq. ft.	64 sq. ft.	
101 ft or greater	2	32 sq. ft.	128 sq. ft.	
150 ft. or greater	3	32 sq. ft.	192 sq. ft.	
200 ft. or greater	4	32 sq. ft.	256 sq. ft.	

* Businesses can substitute window signage (*Table 15-3A*) for display of additional image signage (*Table 15-3B*), but cannot substitute allowable image signage for additional window signage. For ex a business allowed to have 4 window signs and 4 image signs, may choose to have 2 window signs and 6 images signs; however they may NOT have 6 window signs and 2 image signs. Under no circumstance may a business have more than four (4) window signs.

The provisions of Table 15-3A & 15-3B become effective midnight December 1, 2004.

*All windows signs are prohibited after February 1, 2012 except open or closed, name of store or business and national product logos (Image signs are permitted).

(B) Multi-tenant Structures: Unified sign plans are requested by the Design Review Committee in order to promote a compatible style or theme between all signs within a single multi-tenant development. The unified sign plan, which will include a plan for all monument and awning, wall, or roof signage, is not intended to prevent multi-tenant establishments from self-expression or creative advertisement. Each business within the multi-tenant center will still be required to obtain individual sign permits. Approval of a unified sign plan will only set the parameters for the future signs within a multi-tenant development.

- The proposed sign type should be complimentary to the architectural style of the development.
- The lettering style, sign background color and/or awning color should be compatible with one another.

1. New Construction: All new multi-tenant commercial developments are required to provide a unified sign plan (to include all monument signage, and awning, wall or roof signage) at the time of site plan submission, to be reviewed by the Development Plan Review Board. This plan shall include the following information.
   a. Sign locations
   b. Sign dimensions
   c. Sign background and/or awning colors
   d. Sign materials/lighting

2. Existing Developments: All existing multi-tenant developments will be required to submit a unified sign plan by December 1, 2004 (to include all monument and awning, wall or roof signage). No new sign permits will be issued to any tenant or to the owner of a multi-tenant development until such plan has been submitted and approved by the Development Plan Review Board. The Development Plan Review Board will review proposed sign plans with input and cooperation from the owners and/or existing tenants of the development. A time line and future sign plan may be established in order to reasonably phase in changes needed to comply with a unified sign plan. The existing sign plan will include the following information for each tenant currently located within the center and for all vacant tenant space within the center:
   a. Sign locations
   b. Sign dimensions
   c. Sign background and/or awning colors
   d. Sign materials/lighting

3. Sign Dimensions: Businesses located within a multi-tenant development must comply with the submitted and approved unified sign plan for that multi-tenant development. Owners/tenants may not combine the use of awning, wall and roof signage; they must instead choose one kind of signage of the three. The table below should be used as a general policy to

determine the maximum amount of awning, wall or roof signage per place of business.

Another suggested alternative for multi-tenant owners to determine the maximum area of signage for each place of business is to divide the total linear feet of store frontage of the multi-tenant structure by the number of places of business located within the structure, and using the table below, determine the average maximum square footage of signage allowed for each place of business.

Total Linear Feet of Store Frontage per Place of Business	Proposed Total Square Footage of Awning, Wall or Roof Signage
18 feet or less	24 square feet or less
Over 18 feet to 36 feet	32 square feet or less
Over 36 feet to 54 feet	48 square feet or less
Over 54 feet	64 square feet or less

* Awning, wall, and roof signs can only be business identity signs which may include the name of the on-premise business, business logo, business byline, and/or business product and services but under no circumstance shall a business use awning, wall and/or roof signage for the purpose of advertising prices of their products (i.e. 4 T-shirts for $20; beer bongs for $9.99, etc.).

** A business may potentially have more than 64 square feet of signage, but no more than 64 square feet can be seen at any one time from any one line of sight.

Sec. 15-8 Signs Exempt from Regulation.

The provision of this Ordinance shall not apply to the following signs:

(A) Memorial signs or tablets, names of buildings and date of erection when cut into any masonry surface or when constructed of bronze or other metal provided that such signs shall not exceed Two (2) square feet.

(B) Signs erected and maintained by the Town.

(C) Official Governmental Notices and notices posted by governmental officers in the performance of their duties, governmental signs to control traffic or for other regulatory purposes, or to identify streets, or to warn of danger.

(D) Works of fine art, as identified by the Development Plan Review Board which in no way identify or advertise a product or business.

(E) Temporary decorations or displays, when they are clearly incidental to and are customarily and commonly associated with any national or local holiday or celebration; provided, that such decorations are maintained in an attractive condition, do not constitute a fire or traffic or pedestrian hazard, and are removed within a reasonable time after the event or celebration has occurred.

(F) Temporary or permanent signs erected by public utility companies or construction companies to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines and similar devices.

(G) Signs displayed on trucks, buses, trailers or other vehicles which are being operated in the normal course of business, indicating the name of the owner, business and location, (e.g. moving vans, delivery trucks, rental trucks and trailers and the like); provided that the primary purpose of the vehicles is not for display of signs, and provided that they are parked in areas appropriate to their use as vehicles, are normally used in the course of business, are in operable condition, and carry a current and valid license plate and state inspection tag.

(H) "Open" and "Closed" signs, Credit Card signs, ATM signs, and "Help Wanted" signs, provided that the sign does not exceed five (5) square feet. No more than one (1) such sign is allowed per Building Face or Wall. [Ord 05-13]

Sec. 15-9 Signs exempt from permitting requirements.

(A) Political signs.
(B) Real Estate "For Sale" Signs.
(C) Required signs.
(D) Contractor's Sign.

Sec. 15-10 Wind Pressure Load Requirements for Signs.

Any sign as defined in this Ordinance, which will have a height, of Six (6) feet or more, shall be designed and constructed to withstand wind load pressures in pounds per square foot as set out in Table 15-4.

TABLE 15-3

Minimum Wind Load Pressure Resistance in Pounds Per Square Foot

Sign Height	Pressure
0 - 30 feet	35 PSF
31-50 feet	45 PSF
51-99 feet	55 PSF
Over 100 feet	70 PSF

Sec. 15-11 Fees, Maintenance of and Abandoned Signs.

(A) The Board of Aldermen shall approve all fees for issuance of permits pursuant to Chapter 15. A current list of fees shall be maintained in the Office of the City Manager and the Building Department. The Board may change and alter these fees at any time.

(B) All signs, sign supports and skirting shall be maintained in good repair so as to prevent rust, peeling, flaking, or fading; if skirting is painted it shall match the base color of the building. Broken panels, missing letters, flaking and peeling paint, sign lighting not maintained in operating condition, and all other visual damage to a sign shall be repaired and all dead landscaping associated with the sign shall be replaced within thirty (30) days of notification by the Code Enforcement Officer.

(C) Any sign or sign structure which advertises a business, or use no longer conducted or service no longer rendered, or a product no longer offered on the premises where the sign is located shall be classified an abandoned sign, and shall be removed by the owner, agent, or person having beneficial use of the property upon which the sign is located within ten (10) days of notification by the Code Enforcement Officer concerning the

removal. "Removal" shall include the subject sign, as well as the sign structure, poles, and other supporting members.

Sec. 15-12 Special Provisions for Recognized Events and Town Holidays.

Regardless of any provision to the contrary contained in this chapter, during the Period of recognized events and Town holidays, the Board of Aldermen, or the City Manager or his designee may grant permits for temporary signage of any nature for the specific period of the respective event or holiday without a review by the Development Plan Review Board.

(A) To qualify for a permit, the proposed temporary signage must directly incorporate reference to the applicable recognized event or Town holiday. The use of inflatables, placed at the site of recognized events, is strictly limited to major corporate sponsors of the respective event.

(B) If a permit has been issued for temporary parking facilities pursuant to Sec. 13-22 of this code, that permit holder may also obtain a temporary sign permit to identify the parking facility. The sign may be a flashing type sign, the exact nature of the sign is subject to approval of the City Manager or his designee. There shall be a $10 fee if the permit is issued simultaneous with the temporary parking facilities permit.

Sec. 15-13 Legally Non-Conforming Signs - Abatement

A. Any existing non-conforming sign legally registered, as required by this Ordinance, may continue to be maintained and used subject to the following provisions:

1. Enlargement - No non-conforming sign shall be enlarged, expanded, or extended to occupy a greater square footage or height than was occupied on the date of its registration.
2. Relocation - No non-conforming sign shall be moved in whole or in part to any other portion of the lot, parcel, or building not so occupied on the date of its registration. Any legally non-conforming sign that is removed from its original location may not be reinstated at any other location within the Town unless it shall conform with all of the requirements of this Chapter.
3. Discontinuance - If the business, service, product, or person advertised or identified by a legally non-conforming on-site sign ceases to be conducted at that site, all signs must be brought into conformance with the requirements of this Ordinance prior to utilization by any new business, service, product or person. (See Section 15-2 for definition of "abandoned" sign.).
4. Destruction – Should any non-conforming sign be damaged or destroyed by any means to an extent that repairs exceed Sixty Percent (60%) of the cost of erecting a new sign of the same type, it shall not be reconstructed except in conformance with all of the requirements of this Chapter.
5. Removal - If a legally registered non-conforming sign is removed for any reason it shall not be replaced except with a conforming sign.

6. Wind Load Pressure Requirements – If a legally non-conforming sign is damaged by the wind, and the damage involves less than Fifty Percent (50%) of the surface area of the sign or the sign structure, then the repair of the sign must comply with the wind pressure requirements of Table 15-3, providing that the wind load pressure requirements can be met without repairing or altering more than Fifty Percent (50%) of the sign surface or sign structure, in which case the sign must then be removed.

7. Replacement – The replacement of any portion or part of a legally non-conforming sign shall classify the non-conforming sign as a "new" sign requiring the conformance of the sign to all of the requirements of this Ordinance at that time.

8. All non-conforming, off-premise signs must be removed no later than June 1, 2005.

B. Determination of Non-Conformance -- In any instance of cases of doubt or a specific question raised as to whether a non-conforming sign exists, it shall be a question of fact and shall be determined on appeal to the Board of Alderman as referenced in Section 15-14 of this Ordinance.

Sec. 15-14 Appeals and Variances.

Any person aggrieved by any decision of the City Manager or his designee in the administration of this Chapter may appeal such decision to the Development Plan Review Board. The Development Plan Review Board shall:

(A) Hear and decide appeals that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this Chapter,

(B) Grant variances from the strict enforcement of the requirements of this Chapter due to special conditions, a literal enforcement of this Chapter would result in unnecessary hardship, and so that the spirit of Chapter 15 is observed and substantial justice is done,

(C) Provide recommendations to the Board of Aldermen regarding ordinance revisions and changes to this chapter to better address the Town's desired direction for aesthetic improvement.

Any person aggrieved by the decision of the Development Plan Review Board in granting approval or denial of a sign permit may appeal such decision to the Board of Aldermen, requesting a determination by that body. A Notice of Appeal must be filed in the Office of the Town Secretary within ten (10) calendar days following the decision by the Development Plan Review Board. The appeal will specifically state how the application, as filed or subsequently modified, meets or fails to meet the applicable criteria set forth in these regulations. No appeals will be accepted after the tenth calendar day following the decision of sign permit approval/denial. However, if an appeal is submitted, the aggrieved party shall be placed on the agenda for the next regular meeting of the Board of Aldermen for a final decision.

Sec. 15-15 Bond required.

(A) Upon the granting of the permit required by this chapter, and prior to the commencement of erection and or construction, a bond with good and sufficient sureties for a sum of not less than Ten Thousand ($10,000.00) Dollars providing for the payment to the Town and to any person or persons injured or damaged in person or property, including damages to streets, culverts or any other property of the Town, for all injuries and damages caused by, or growing out of, or in any manner connected with the erection, construction, structural alteration, placing or locating of the sign covered by the permit.

(B) Upon filing of the required bond, the Building Inspector shall determine whether or not the sum of Ten Thousand ($10,000) Dollars is sufficient to cover the amount of probable damage. In the event that it is determined that a higher amount is necessary to cover such damages, such bond shall be made and increased to such determined amount.

Sec. 15-16 Penalty Provisions.

Any person convicted of a violation of any provision of this Chapter shall be fined in an amount not to exceed Five Hundred Dollars ($500.00) as provided by Sec. 21-1 of Chapter 21 of the Code of Ordinances and each day that the violation continues shall be a separate violation.

Item No. 16

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: Wendi Delgado, Administrative Services Director

ITEM

Discussion and action regarding the method and process used to conduct market surveys regarding employee pay rates.

ITEM BACKGROUND

Currently the City conducts an annual market salary survey to ensure that the City's employee pay rates are competitive in the market. This survey is conducted to ensure that the City is recruiting the best applicants for available positions and is able to pay at a competitive rate to retain employees once hired. The current method used has been used for many years. Staff has decided to bring this to the agenda so that we can get exact direction from the City Council on how staff should move forward with this process in the future. Currently the City conducts a comprehensive salary survey requesting information from the majority of cities in the Rio Grande Valley to include: Port Isabel, Los Fresnos, Harlingen, Brownsville, McAllen, Weslaco, Mission, San Benito, Mission, and Edinburg. The following cities are also surveyed regarding management and director positions only: Galveston, Rockport, Groves, Colleyville, Farmers Branch, Southlake, Port Aransas, Addison and Bellaire. 90% of the midpoint is used to determine needed salary adjustments.

RECOMMENDATIONS/COMMENTS

Staff Recommendations:

- A salary survey be conducted every year and submitted as part of the budget preparation materials to the City Council.
    - 1st Year = All positions will be surveyed.
    - Every other year positions will be surveyed as follows:
      Year 2 = Public safety positions will be surveyed.
      Year 3 = All other (non Public Safety) positions will be surveyed.
- All positions should be surveyed among the same cities except for the Transportation Division and the Convention and Visitors Bureau. These two areas require going outside a regular city operation to determine appropriate market salary information.
- The list of Cities surveyed be decreased to six.

- The highest and lowest salary information received should be discarded from the survey on each position individually.
- One hundred percent of the average to be considered for position pay rate adjustments.
- Survey to include only actual pay rates received by the position from other cities.
- The cities surveyed should be cities the City Council considered role models for the City of South Padre Island.
- Possible Cities Selection Ideas:

  Two Coastal Community Cities: (Examples)
  Port Aransas
  Galveston
  Rockport
  Corpus Christi
  Two Rio Grande Valley Cities: (Examples)
  Harlingen
  Brownsville
  Two Central Texas Cities: (Examples)
  Boerne
  New Braunfels

BUDGET/FINANCIAL SUMMARY

The salary survey will be presented every year as budget preparation to the City Council for consideration.

COMPREHENSIVE PLAN GOAL

6.I. Continue to provide adequate public services including public works, fire and police protection.
6.J. Continue to support the needs of the Public Works, Police and Fire Departments to ensure adequate protection of the population.
6.K. Employee best management practices.

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____

Item No. 17

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL WORKSHOP
AGENDA REQUEST FORM

MEETING DATE: December 1, 2010

NAME/DEPT.: City Council

ITEM

Discussion and action regarding extension of City Manager Contract and approval of COLA increase to the City Manager's salary.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ **Nays:** _____

Abstentions: _____