

<p style="text-align: center;">NOTICE OF REGULAR MEETING CITY OF SOUTH PADRE ISLAND CITY COUNCIL MEETING</p>

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

WEDNESDAY, JANUARY 20, 2010

5:30 P.M. AT THE MUNICIPAL BUILDING,
JOYCE H. ADAMS BOARD ROOM, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

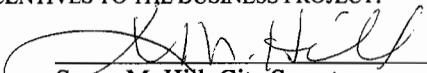
1. Call to order
2. Pledge of Allegiance
3. Public Comments and Announcements
4. Presentations and Proclamations:
 - a. Swearing In Ceremony for Police Chief Randy Smith.
 - b. Certificate of Achievement for Excellence in Financial Reporting Award for Fiscal Year 2008-09.
5. Approve Consent Agenda:
 - a. Approve minutes of January 6, 2010 Regular Meeting. (Hill)
 - b. Approve invoices for payment. (Homan)
 - c. Approve Tax Collection and Adjustment Report for taxes collected in December 2009 from the Point Isabel Independent School District Tax Office. (Homan)
 - d. Approve annual contract with Marlowe & Company to provide Federal advocacy services in Washington D.C. for the period of January 1, 2010 through December 31, 2010. (Clarke)
 - e. Approve Inter-local agreement contract with the Lower Rio Grande Valley Development Council (LRGVDC) for a Regional Solid Waste Grants Program. (Baldovinos)
 - f. Second and Final Reading of Ordinance No. 10-01 establishing an independent Board of Ethics. (Clarke)
6. Discussion and action to finance several capital projects by issuing a General Obligation Bonds and to define and fully discuss which capital projects will be placed on the ballot including land acquisition, fire station, community center, town square, Padre Boulevard revitalization and Gulf Boulevard redesign. (Clarke)
7. Discussion and action regarding the design of new Fire Station with selected Architectural firm BRW and to receive direction from Council on timeline, overall design and exterior style. (Baskett)

8. Discussion and action to provide staff additional direction regarding the Padre Boulevard Pedestrian Safety Demonstration Project. (Bagley)
9. Discussion and action to consider the adoption of an ordinance to prohibit the use of plastic shopping bags in the City of South Padre Island. (Bagley)
10. Discussion and action to direct the City Attorney to amend the Code of Ordinances, Chapter 11, Occupational Licenses, Alcoholic Beverages, Miscellaneous Permits by adding the definition and regulations concerning Sweepstakes Terminals. (Bagley)
11. Discussion and action to authorize the Chairman of the Form Based Code Commission to negotiate a final scope of services, fee, and contract with Gateway Planning Group to assist the City of South Padre Island with the development of a Form Based Code for Padre Boulevard and the Entertainment District. (Bob Fudge – FBCC)
12. Discussion and action to approve Second and Final Reading of Ordinance No. 10-02 amending Chapter 15 of the Code of Ordinances adding the definition for mural and amending the definition for window sign and amending the sign table 15-2 by prohibiting all window signs except open or closed, name of store or business and national product logos after February 1, 2012; amending the definition for monument sign to provide no signage on skirting and prohibit metal or plastic for skirting and require maintenance of skirting. (Mitchim)
13. Discussion and action to approve the First Reading of Ordinance No. 10-03 which amends Chapter 18 of the Code of Ordinances of the City of South Padre Island to establish permit parking along the portion of the east-west side streets that are located east of Padre Boulevard. (Fry)
14. PUBLIC HEARING: To discuss proposed amendment to Chapter 20 Zoning Ordinance to create a Zoning Board of Adjustment in accordance with the Texas Local Government and the City Charter.
15. Discussion and action to approve First Reading of Ordinance No. 10-04 amending Chapter 20 Zoning Ordinance to create a Zoning Board of Adjustment in accordance with the Texas Local Government and the City Charter. (Vasquez)
16. PUBLIC HEARING: To discuss proposed amendment to Section 20-12, Certain Non-conforming uses of Chapter 20, Zoning Ordinance, of the Code of Ordinances to be amended to specify that a non-conforming use will lose the non-conforming status if the non-conforming use is discontinued for a six month period. (Vasquez)
17. Discussion and action to approve First Reading of Ordinance No. 10-05 to amend Section 20-12, Certain Non-conforming uses of Chapter 20, Zoning Ordinance of the Code of Ordinances to be amended to specify that a non-conforming use will lose the non-conforming status if the non-conforming use is discontinued for a six month period. (Vasquez)

18. PUBLIC HEARING: To discuss proposed amendment to Section 20-8, District C Business District, (F) Area Regulations, (5) Parking Regulations, of Chapter 20, Zoning Ordinance, of the Code of Ordinances to be amended to set parking requirements, 1 space for each 250 square feet of gross floor area, for amusement uses.
19. Discussion and action to approve First Reading of Ordinance No. 10-06 amending Section 20-8 District C Business District, (F) Area Regulations, (5) Parking Regulations, of Chapter 20, Zoning Ordinance, of the Code of ordinances to be amended to set parking requirements, one (1) space for each 250 square feet of gross floor area, for amusement uses. (Vasquez)
20. Discussion and action to allow the Bay Area Task Force to utilize excess funds from the reconstruction of the Polaris Street Boat Ramp for the purpose of replacing the channel markers along the Tompkins Channel from the Intracoastal Waterway to the north end of said channel. (Fry)
21. Discussion and presentation of new delivery method of Staff Department Reports. (Ainsworth)
22. Discussion and action on the Beachfront Construction Certificate and Dune Protection Permit for Delta State Construction, Inc./Norma Elizondo for the construction of a single residential home (109 Villas Doce). (Trevino)
23. Discussion and action on allocation of funds for payment to Hillco Partners. (Homan)
24. 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 15TH DAY OF JANUARY 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 **JANUARY 15, 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.


Susan M. Hill, City Secretary

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

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

MEETING DATE: January 20, 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 January 6, 2010 Regular Meeting. (Hill)
- b. Approve invoices for payment. (Homan)
- c. Approve Tax Collection and Adjustment Report for taxes collected in December 2009 from the Point Isabel Independent School District Tax Office. (Homan)
- d. Approve annual contract with Marlowe & Company for Lobbying Services to the City for the period of January 1, 2010 through December 31, 2010. Approve
- e. Approve Inter-local agreement contract with the Lower Rio Grande Valley Development Council (LRGVDC) for a Regional Solid Waste Grants Program. (Baldovinos)
- f. Second and Final Reading of Ordinance No. 10-01 establishing an independent Board of Ethics. (Clarke)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

COUNCIL ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ Nays: _____

Abstentions: _____

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Susan Hill, City Secretary

ITEM

Approval of minutes for the January 6, 2010 Regular Meeting.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

Minutes will be forwarded for your review upon completion prior to the Council meeting.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Larry Homan, Finance Director

ITEM

Approval of invoices for payment by General Fund checks numbered 114577 and 114889 through 115097 for a total of \$1,179,834.52.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

PACKET: 06155 Regular Payments

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
01-001287	AMERICAN EXPRESS					
		I-122809	01 -1402	CLEARING AMEX:MTGS/TRAVEL/MEMBERSHP	114890	9,110.68
01-001297	AMERICAN FUNDS					
		I-201001072242	01 -2485	AMERICAN GENE ALLOCATIONS FOR 1-1-2010	114891	83.08
01-002434	CINDY BOUDLOCHE, TRUSTE					
		I-DW5201001042236	01 -2469	DEBTORS WAGE A/N 07-10758-B-13	114895	662.30
01-003185	OFFICE OF THE ATTY GENL					
		I-C09201001042236	01 -2473	CHILD SUPPORT A/N 0010486563	114897	212.31
		I-C10201001042236	01 -2473	CHILD SUPPORT A/N 2004094864B	114898	282.92
		I-C14201001042236	01 -2473	CHILD SUPPORT A/N N002589726	114899	100.00
		I-C22201001042236	01 -2473	CHILD SUPPORT #001167433 & #FA03-0128105	114900	318.00
		I-C31201001042236	01 -2473	CHILD SUPPORT A/N 0011545222	114901	161.54
		I-C32201001042236	01 -2473	CHILD SUPPORT A/N 2007031654D	114902	338.35
		I-C34201001042236	01 -2473	CHILD SUPPORT A/N 0009255855	114903	154.15
		I-C37201001042236	01 -2473	CHILD SUPPORT A/N 2008-10-5941-D	114904	492.46
		I-C47201001042236	01 -2473	CHILD SUPPORT CASE # 0009943810	114905	141.69
		I-C48201001042236	01 -2473	CHILD SUPPORT NO. 2008-08-4758-H	114906	395.00
		I-C49201001042236	01 -2473	CHILD SUPPORT 0009648707	114907	165.69
01-006163	AMERICAN GENERAL LIFE I					
		I-201001072243	01 -2485	AMERICAN GENE ALLOCATIONS FOR DEC 09	114910	643.24
01-007001	ANA GARZA					
		I-C04201001042236	01 -2473	CHILD SUPPORT A/N 2003-03-1480-B	114911	194.88
01-009097	INTERNAL REVENUE SERVIC					
		I-IR6201001042236	01 -2459	IRS LEVY A/N XXX-XX-1603	114913	383.00
01-012108	HERMELINDA LONGORIA					
		I-C16201001042236	01 -2473	CHILD SUPPORT A/N 2002031289D	114915	146.77
01-016686	PUTNAM INVESTMENTS					
		I-201001072241	01 -2485	AMERICAN GENE ALLOCATIONS FOR 1-1-10	114921	62.15
01-019222	S.P.I. FIREFIGHTERS ASS					
		I-201001072245	01 -2472	FIREFIGHTERS ASSOCIATION DUES	114923	234.00
01-019327	SOUTH PADRE ISLAND PROF					
		I-201001072244	01 -2487	POLICE DEPT A ASSOCIATION DUES	114924	405.00
01-019997	TG					
		I-DW8201001042236	01 -2469	DEBTORS WAGE CS217201100	114926	126.65
01-020100	T.M.R.S.					
		I-010610	01 -2470	T.M.R.S. DECEMBER 2009 CONTRIBUTIONS	114927	39,145.35

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 06155 Regular Payments

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
=====						
01-021105	UNITED STATES TREASURY					
		I-IR7201001042236	01 -2459	IRS LEVY A/N XXX-XX-5663	114931	100.00
01-021109	UNITED WAY OF S. CAMERO					
		I-201001072240	01 -2468	UNITED WAY UNITED WAY OF S. CAMERON	114932	455.00
01-023200	MICHELL WILBURN					
		I-C21201001042236	01 -2473	CHILD SUPPORT A/N 0011549506	114938	146.31
01-1	MISC. VENDORS					
	GONZALEZ, ALBERTO	I-000201001042237	01 -2424	MUN. COURT BO Bond Refund:17230V -01	114940	50.00
	LARA, VICTOR GUSTA	I-000201001042238	01 -2424	MUN. COURT BO Bond Refund:33261A -01	114941	564.00
	CONLEY, DONOVAN AS	I-000201001042239	01 -2424	MUN. COURT BO Bond Refund:33283A -01	114942	15.00

DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	55,289.52
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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 06155 Regular Payments

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
=====						
01-001316	AMERICAN SHORE & BEACH					
		I-210521474	01 -511-0550-001	BOB PINKERTON BOB PINKERTON	114892	100.00
		I-210521474	01 -511-0550-021	ALITA BAGLEY ALITA BAGLEY	114892	100.00
		I-210521474	01 -511-0550-016	JO ANN EVANS JOANN EVANS	114892	100.00
DEPARTMENT 511 BOARD OF ALDERMEN						TOTAL: 300.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06155 Regular Payments

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
=====						
01-001316	AMERICAN SHORE & BEACH					
	I-210521474	01 -512-0551	DUES & MEMBER JONI CLARKE		114892	100.00
01-015010	OFFICE DEPOT					
	I-499793495001	01 -512-0401	FURNITURE & F OFFICE FURNITURE		114918	1,665.15
01-020100	T.M.R.S.					
	I-010610	01 -512-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927	3,747.97
01-021212	UNIVERSITY OF TEXAS PAN					
	I-010510	01 -512-0513	TRAINING EXPE RREGISTRATION FEE:		114934	595.00
01-023053	WALMART COMMUNITY					
	I-001726	01 -512-0101	OFFICE SUPPLI MISC SUPPLIES		114936	146.39
	I-003486	01 -512-0102	LOCAL MEETING TRI CITY MEETING REFRESHM		114936	61.25
DEPARTMENT 512 CITY ADMINISTRATION TOTAL:						6,315.76

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	01 -513-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 1,810.48
DEPARTMENT 513 FINANCE DEPARTMENT TOTAL:						1,810.48

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	01 -514-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 959.30
DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:						959.30

PACKET: 06155 Regular Payments

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
=====						
01-001161	AT&T					
		I-9656283101	01 -515-0415	SERVICE CONTR IP SERVICES:OCT 19, - DEC 19,	114889	745.40
01-015029	ORBIT BROADBAND					
		I-4706	01 -515-0415	SERVICE CONTR WEB HOSTING: SPIPD.NET	114919	29.95
		I-5291	01 -515-0415	SERVICE CONTR DOMAIN RENEWAL 1 YR.	114919	20.00
		I-5292	01 -515-0415	SERVICE CONTR WEB HOSTING: SPIPD.NET	114919	24.95
		I-5837	01 -515-0415	SERVICE CONTR WEB HOSTING; SPIPD.NET	114919	29.95
01-019404	SPRINT					
		I-122009	01 -515-0501	COMMUNICATION CELLPHONE BILL DATED 12/20/09	114925	4,327.25
01-020100	T.M.R.S.					
		I-010610	01 -515-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	572.14
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:						5,749.64

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	01 -516-0080	TMRS		
				DECEMBER 2009 CONTRIBUTIONS	114927	372.12
DEPARTMENT 516 HUMAN RESOURCES TOTAL:						372.12

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06155 Regular Payments

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
=====						
01-020100 T.M.R.S.		I-010610	01 -520-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927
						569.02
DEPARTMENT 520 MUNICIPAL COURT						TOTAL:
						569.02

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 06155 Regular Payments

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
=====						
01-015010	OFFICE DEPOT					
		I-499670577001	01 -521-0101	OFFICE SUPPLI PD-OFFICE SUPPLIES	114918	310.24
		I-499670578001	01 -521-0101	OFFICE SUPPLI PD-OFFICE SUPPLIES	114918	6.43
01-020100	T.M.R.S.					
		I-010610	01 -521-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	14,613.05
DEPARTMENT 521 POLICE DEPARTMENT					TOTAL:	14,929.72

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	01 -522-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 10,882.77
01-023053	WALMART COMMUNITY					
		I-001363	01 -522-0150	MINOR TOOLS & CHRISTMAS DECORATIONS	114936	78.91
		I-002326	01 -522-0150	MINOR TOOLS & CHRISTMAS DECORATIONS	114936	21.00
		I-004469	01 -522-0150	MINOR TOOLS & CFL BULBS	114936	11.88
		I-008193	01 -522-0101	OFFICE SUPPLI CANDLES, SPOONS, ETC	114936	23.54
		I-008193	01 -522-0150	MINOR TOOLS & CANDLES, SPOONS, ETC	114936	19.36
		I-008193	01 -522-0170	DORM AND KITC CANDLES, SPOONS, ETC	114936	26.32
		I-008349	01 -522-0150	MINOR TOOLS & CHRISTMAS DECORATIONS	114936	146.48
DEPARTMENT 522 FIRE DEPARTMENT					TOTAL:	11,210.26

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	01 -532-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 1,586.56
01-020600	CIPRIANO TORRES					
		I-121609	01 -532-0550	TRAVEL EXPENS C/A:TRIP TO BATTLE CREEK MICH	114929	527.00
01-023053	WALMART COMMUNITY					
		I-003399	01 -532-0150	MINOR TOOLS & LEAF RAKE, SOIL,K FERTILIZER	114936	34.24
DEPARTMENT 532 CODE ENFORCEMENT					TOTAL:	2,147.80

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06155 Regular Payments
VENDOR SET: 01
FUND : 01 GENERAL FUND
DEPARTMENT: 540 FLEET MANAGEMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	01 -540-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927
						588.37
DEPARTMENT 540 FLEET MANAGEMENT					TOTAL:	588.37

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-020100	T.M.R.S.					
		I-010610	01 -541-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 829.51
01-023053	WALMART COMMUNITY					
		I-003042	01 -541-0115	LAMPS & GLOBE FOAM CUPS, BULBS, ETC	114936	17.46
DEPARTMENT 541 BUILDING MAINTENANCE					TOTAL:	846.97

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 06155 Regular Payments

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
=====						
01-020100	T.M.R.S.	I-010610	01 -542-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 1,572.91
DEPARTMENT 542 INSPECTIONS DIVISION TOTAL:						1,572.91

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	01 -543-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927
						5,367.19
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:						5,367.19

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PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 544 EMERGENCY MANAGEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-023053	WALMART COMMUNITY					
		I-004469	01 -544-0150	MINOR TOOLS & EXTERNAL HARD DRIVE	114936	79.00
DEPARTMENT 544 EMERGENCY MANAGEMENT TOTAL:						79.00

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-002805	ALLIED WASTE SERVICES #					
	I-0863-000324231	01 -570-0581	WATER, SEWER, SERV @141 PADRE BLVD	114896	3,964.96	
	I-0863-0100320919	01 -570-0581	WATER, SEWER, SERV @4501 PADRE BLVD	114896	235.07	
01-006104	FIRST CHOICE POWER COMP					
	I-121609	01 -570-0580	ELECTRICITY SERV @ 108 W. HUISACHE ST.RRPK	114909	34.33	
	I-121809	01 -570-0580	ELECTRICITY SERV @ 4501 PADRE SEC, ODL	114909	86.05	
01-016300	PITNEY BOWES					
	I-6516885-DC09	01 -570-0108	POSTAGE POSTAGE METER : SEPT 20-DEC30	114920	750.00	
01-021095	UNITED PARCEL SERVICE					
	I-000034965X529	01 -570-0108	POSTAGE MISC. SHIPPING CHARGES	114930	46.83	
01-021110	UNITED STATES POSTAL SR					
	I-010410	01 -570-0108	POSTAGE POSTAGE FOR P & Z MING 1/21/10	114933	75.10	
01-023053	WALMART COMMUNITY					
	I-003042	01 -570-0101	OFFICE SUPPLI FOAM CUPS, BULBS, ETC	114936	28.00	
01-023906	XEROX CORPORATION					
	I-044900379	01 -570-0510	EQUIPMENT REN COPIER LEASE FY2009-10	114939	424.93	
	I-044951260	01 -570-0510	EQUIPMENT REN COPIER LEASE	114939	344.11	
	I-044951261	01 -570-0510	EQUIPMENT REN COPIER LEASE FY09-10	114939	81.18	
DEPARTMENT 570 GENERAL SERVICES TOTAL:						6,070.56

PACKET: 06155 Regular Payments

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	BEST LITTLE WAREHOUSE I					
	I-122209	01 -572-9179	HOLIDAY LIGHT STORAGE UNIT	01/11-2/10/10	114894	165.00
01-013083	THE MANAGEMENT CONNECTI					
	I-121109	01 -572-0530	PROFESSIONAL STRATEGIC PLANNING		114916	10,400.00
01-013259	MINI-STOR ALL					
	I-7456	01 -572-9179	HOLIDAY LIGHT X-MAS STORAGE UNIT		114917	83.00
01-023053	WALMART COMMUNITY					
	I-001726	01 -572-0558	SPECIAL EVENT MISC SUPPLIES		114936	91.82
	I-002004	01 -572-9179	HOLIDAY LIGHT X-MAS LIGHTS		114936	417.29
	I-002649	01 -572-9179	HOLIDAY LIGHT MISC. CHRISTMAS DECO		114936	79.60
	I-004023	01 -572-9074	CHRISTMAS PAR MISC. SUPPLIES PARADE		114936	68.00
	I-004131	01 -572-9179	HOLIDAY LIGHT X-MAS LIGHTS		114936	206.25
	I-008603	01 -572-9074	CHRISTMAS PAR MISC. SUPPLIES PARADE		114936	64.95
	I-009129	01 -572-9179	HOLIDAY LIGHT X-MAS TREE		114936	60.00
	I-009629	01 -572-9179	HOLIDAY LIGHT X-MAS SUPPLIES		114936	479.04
	I-09232	01 -572-9074	CHRISTMAS PAR PD-CHRISFLOAT DECORATIONS		114936	184.97

DEPARTMENT 572	SPECIAL PROJECTS	TOTAL:	12,299.92
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FUND	01	GENERAL FUND	TOTAL:	126,478.54
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PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001287	AMERICAN EXPRESS					
		I-122809	02 -1402	CLEARING	AMEX:MTGS/TRAVEL/MEMBERSHP	114890 19,636.88
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 19,636.88

PACKET: 06155 Regular Payments

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
01-001353	ASCOM HASLER/GE CAP PRO					
		I-71042810	02 -590-0510	RENTAL OF EQU LEASING MAILING MACHINE	114893	280.70
01-002805	ALLIED WASTE SERVICES #					
		I-0863000321718	02 -590-0581	WATER,SEWER & SERV @ 600-B PADRE BLVD	114896	74.14
01-019404	SPRINT					
		I-122009	02 -590-0501	COMMUNICATION CELLPHONE BILL DATED 12/20/09	114925	53.73
01-020100	T.M.R.S.					
		I-010610	02 -590-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	717.81
01-023053	WALMART COMMUNITY					
		I-003802	02 -590-0101	OFFICE SUPPLI LIGHTING OF THE ISLAND	114936	163.40
		I-04220	02 -590-0150	MINOR TOOLS & CHRISTMAS DECORATION	114936	96.80
DEPARTMENT 590 VISITORS BUREAU					TOTAL:	1,386.58

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06155 Regular Payments

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
01-012056	LONE STAR OVERNIGHT					
		I-04540570	02 -592-0108	COURIER/FREIG MISC. SHIPPING CHARGES	114914	109.23
01-019404	SPRINT					
		I-122009	02 -592-0501	COMMUNICATION CELLPHONE BILL DATED 12/20/09	114925	1,156.16
01-020100	T.M.R.S.					
		I-010610	02 -592-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	5,058.25
01-021095	UNITED PARCEL SERVICE					
		I-0000648239529	02 -592-0108	COURIER/FREIG WEEKLY SERVICE CHARGE	114930	18.00
01-022202	VALLEY MORNING STAR					
		I-122209	02 -592-0107	BOOKS & PERIO 1 YR. SUBSCRIPTION	114935	135.00
01-023906	XEROX CORPORATION					
		I-044951259	02 -592-0415	SERVICE CONTR LEASE COPIER PRINTER	114939	2,385.22
DEPARTMENT 592 SALES & MARKETING					TOTAL:	8,861.86

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020100	T.M.R.S.					
		I-010610	02 -593-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 407.89
DEPARTMENT 593					EVENTS MARKETING	TOTAL: 407.89

FUND 02					HOTEL/MOTEL TAX FUND	TOTAL: 30,293.21

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PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001287	AMERICAN EXPRESS					
		I-122809	06 -1402	CLEARING	AMEX:MTGS/TRAVEL/MEMBERSHP	114890
						446.02
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						446.02

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PACKET: 06155 Regular Payments

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
01-002805	ALLIED WASTE SERVICES #					
		I-0863-000321771	06 -565-0581	WATER, SEWER 7355 PADRE BLVD	114896	580.27
01-004232	DISH NETWORK					
		I-121809	06 -565-0510	EQUIPMENT REN SERV FOR JAN 1 - 31, 2010	114908	6.35
01-009007	IKON OFFICE SOLUTIONS					
		I-81046599	06 -565-0510	EQUIPMENT REN RENTAL OF COPY MACHINE	114912	110.00
01-019404	SPRINT					
		I-122009	06 -565-0501	COMMUNICATION CELLPHONE BILL DATED 12/20/09	114925	103.86
01-020100	T.M.R.S.					
		I-010610	06 -565-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	3,176.02
DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:						3,976.50
FUND 06 CONVENTION CENTER FUND TOTAL:						4,422.52

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PACKET: 06155 Regular Payments

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-044900382	21 -520-0510	RENTAL OF EQU COPIER LEASE FY2009-10	114939	258.29
DEPARTMENT 520 MUN COURT TECHNOLOGY					TOTAL:	258.29

FUND 21 MUN. COURT TECHNOLOGY					TOTAL:	258.29

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06155 Regular Payments

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
=====						
01-002805	ALLIED WASTE SERVICES #					
		I-0863-0100320919	30 -591-0581	WTR/SWR/GARBA SERV @4501 PADRE BLVD	114896	33.58
01-019404	SPRINT					
		I-122009	30 -591-0501	COMMUNICATION CELLPHONE BILL DATED 12/20/09	114925	247.46
01-020100	T.M.R.S.					
		I-010610	30 -591-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	2,023.75
01-023053	WALMART COMMUNITY					
		I-000238	30 -591-0101	OFFICE SUPPLI SUPPLIES FOR BREAK ROOM	114936	72.71
DEPARTMENT 591 TRANSPORTATION DEPT					TOTAL:	2,377.50

FUND 30 TRANSPORTAION GRANT					TOTAL:	2,377.50

PACKET: 06155 Regular Payments

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
=====						
01-001316	AMERICAN SHORE & BEACH					
		I-210521474	60 -560-0551	DUES & MEMEBE REUBEN TREVINO	114892	100.00
01-019404	SPRINT					
		I-122009	60 -560-0501	COMMUNICATION CELLPHONE BILL DATED 12/20/09	114925	84.04
01-020100	T.M.R.S.					
		I-010610	60 -560-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	727.43
DEPARTMENT 560 BEACH MAINTENANCE					TOTAL:	911.47

FUND 60 BEACH MAINTENANCE FUND					TOTAL:	911.47

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PACKET: 06155 Regular Payments

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
=====						
01-020100	T.M.R.S.					
		I-010610	80 -580-0080	TMRS	DECEMBER 2009 CONTRIBUTIONS	114927 388.08
DEPARTMENT 580 EDC						TOTAL: 388.08

PACKET: 06155 Regular Payments

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
=====						
01-002805	ALLIED WASTE SERVICES #					
		I-0863-000321495	80 -581-0581	WATER, SEWER, SERV @ 6801 PADRE BLVD	114896	81.65
01-020100	T.M.R.S.					
		I-010610	80 -581-0080	TMRS DECEMBER 2009 CONTRIBUTIONS	114927	465.70
DEPARTMENT 581 BIRDING CENTER					TOTAL:	547.35

FUND 80 ECONOMIC DEVELOPMENT CORP					TOTAL:	935.43

PACKET: 06155 Regular Payments

VENDOR SET: 01

FUND : 99 HURRICANE RECOVERY

DEPARTMENT: 599 HURRICANE RECOVERY

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-018262	ROFA ARCHITECTS					
		I-29001-H(1)	99 -599-0411	BUILDINGS & S EXISTING FIRE STATION ROOF REP	114922	2,760.00
		I-29005-H(1)	99 -599-0411	BUILDINGS & S COMMUNITY CTR. DESIGN OPTION	114922	5,930.00
				DEPARTMENT 599 HURRICANE RECOVERY	TOTAL:	8,690.00

			FUND 99	HURRICANE RECOVERY	TOTAL:	8,690.00
				REPORT GRAND TOTAL:		174,366.96

PACKET: 06177 Regular Payments

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
01-003069	CAMERON CNTY. CLERK OFFI					
	I-010510	01 -2422	COUNTY ESCROW RAY ARISPE, DWI , A -0309-09	114966	1,000.00	
	I-010510	01 -2422	COUNTY ESCROW GONZALO CABANA, DWI, A032109	114966	500.00	
	I-010510	01 -2422	COUNTY ESCROW AMBROSIOUS B, CTA, A025609	114966	3,000.00	
	I-010510	01 -2422	COUNTY ESCROW T, HERNANDEZ, DWI, A032209.	114966	1,000.00	
	I-010510	01 -2422	COUNTY ESCROW NELLY A. RUIZ, DWI, A032309	114966	500.00	
	I-010510	01 -2422	COUNTY ESCROW STEPHEN R. BROOKS, RD, A032409	114966	1,000.00	
	I-010510	01 -2422	COUNTY ESCROW RAFAEL O. DEPENA, DWI, A032509	114966	500.00	
	I-010510	01 -2422	COUNTY ESCROW WHITENY DOCHE, ASSLT, A024109	114966	1,000.00	
	I-010510	01 -2422	COUNTY ESCROW LACY MCCARTER, ASSLT, A024009	114966	2,000.00	
01-006133	FORT DEARBORN LIFE INS					
	I-011210	01 -2465	VTL LIFE INSU EMPLOYEE PREM, VTL	114987	232.38	
	I-121509	01 -2465	VTL LIFE INSU EMPLOYEE PREMIUMS - VTL	114988	232.38	
01-016670	PRE-PAID LEGAL SVCS INC					
	I-11010	01 -2476	PREPAID LEGAL DEC 2009 EMPLOYEE PREMIUMS	115046	29.90	
01-1	MISC. VENDORS					
	LOPEZ, SARAH NATAL	I-000201001132275	01 -2424	MUN. COURT BO Bond Refund: 33266A -01	115092	83.00

DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	11,077.66
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PACKET: 06177 Regular Payments

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
=====						
01-001129	A & W OFFICE SUPPLY INC					
	I-415407-0	01 -512-0101	OFFICE SUPPLI	OFFICE SUPPLIES	114947	273.79
	I-415407-1	01 -512-0101	OFFICE SUPPLI	OFFICE SUPPLIES	114947	12.41
01-003410	CHAMBER OF COMMERCE - S					
	I-5791	01 -512-0102	LOCAL MEETING	QRTLY LUNCHEON: J. CLARKE	114969	18.00
01-006133	FORT DEARBORN LIFE INS					
	I-121509-1	01 -512-0081	GROUP INSURAN	JAN 2010 LTD,LIFE, AD & D PREM	114989	245.12
01-019641	STAPLES CREDIT PLAN					
	I-1725486001	01 -512-0101	OFFICE SUPPLI	EASEL PAPER/SUPPLIES	115062	71.97
01-020047	TML - INTERGOVERNMENTAL					
	I-010110	01 -512-0083	WORKERS COMPE	08/09FY W/C AUDIT	115068	268.43
01-023073	THOMSON WEST					
	I-819651535	01 -512-0107	BOOKS & PERIO	2010 TX LOCAL GOVT CODE	115087	47.50
	I-819651535-1	01 -512-0107	BOOKS & PERIO	2010 TX LOCAL GOVT CODE	115087	47.50
DEPARTMENT 512 CITY ADMINISTRATION TOTAL:						984.72

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PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-006133	FORT DEARBORN LIFE INS					
	I-121509-1	01 -513-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989		131.98
01-016110	PADRE ISLAND'S ACE HARD					
	I-054505	01 -513-0150	MINOR TOOLS & CLNERS, ETC	115039		23.56
	I-054505	01 -513-0150	MINOR TOOLS & ADJ.	115039		20.00-
01-020047	TML - INTERGOVERNMENTAL					
	I-010110	01 -513-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068		137.04
DEPARTMENT 513 FINANCE DEPARTMENT TOTAL:						272.58

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PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	01 -514-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	75.04
01-016712	PROFESSIONAL PRINTING I					
		I-54133	01 -514-0101	OFFICE SUPPLI ENVELOPES	115047	155.00
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -514-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	66.19
01-023073	THOMSON WEST					
		I-819651535-2	01 -514-0107	BOOKS & PUBLI TX LOCAL GOVT. CODE BOOKS	115087	47.50
DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:						343.73

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BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001142	AT&T GLOBAL SERVICES, I					
	I-SB570657	01 -515-0501	COMMUNICATION TRAINING ON PHONES	114948	1,115.63	
	I-SB570849	01 -515-0501	COMMUNICATION REPROGRAMMING OF TARGET LINE	114948	1,155.00	
01-003423	CDW GOVERNMENT, INC.					
	I-RFL7550	01 -515-0410	MACHINERY & E Server Rack and Accessori	114970	1,581.55	
	I-RFS5504	01 -515-1011	INFORMATION T HP DL380 Server	114970	7,461.78	
	I-RGG1988	01 -515-0410	MACHINERY & E UPS for Servers	114970	1,520.00	
	I-RGK0062	01 -515-0415	SERVICE CONTR VMware Virtualization	114970	3,139.58	
	I-RGN3071	01 -515-0410	MACHINERY & E Server Rack and Accessori	114970	16.20	
	I-RGP3336	01 -515-0415	SERVICE CONTR HP DL380 Service Contract	114970	1,779.00	
01-006133	FORT DEARBORN LIFE INS					
	I-121509-1	01 -515-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	69.74	
01-007400	GRANICUS, INC.					
	I-16020	01 -515-0415	SERVICE CONTR VIDEOSTREAMING	114997	538.90	
01-019520	AT&T					
	I-010310	01 -515-0415	SERVICE CONTR PHONE BILL DATED 01/03/10	115061	759.55	
01-020047	TML - INTERGOVERNMENTAL					
	I-010110	01 -515-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	80.31	
01-020906	TYLER TECHNOLOGIES, INC					
	I-85,333	01 -515-0415	SERVICE CONTR ANNUAL SOFTWARE MAINT	115078	14,998.00	
	I-86,112	01 -515-0415	SERVICE CONTR ANNUAL SOFTWARE MAINTENANCE	115078	1,103.00	
01-043000	ESRI INC.					
	I-92101157	01 -515-0415	SERVICE CONTR ARCVIEW GIS SERVICE	115091	1,056.16	
				DEPARTMENT 515 TECHNOLOGY DEPARTMENT	TOTAL:	36,374.40

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PACKET: 06177 Regular Payments

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
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	01 -516-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	13.35
01-009161	IPMA-HR					
		I-24159900	01 -516-0551	DUES & MEMBER WENDI J. DELGADO:MEMBERSHIP	115010	145.00
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -516-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	33.01
				DEPARIMENT 516 HUMAN RESOURCES	TOTAL:	191.36

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006133	FORT DEARBORN LIFE INS					
	I-121509-1	01 -520-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	53.20	
01-020047	TML - INTERGOVERNMENTAL					
	I-010110	01 -520-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	73.95	
01-020602	TOUCAN GRAPHICS					
	I-9862	01 -520-0101	OFFICE SUPPLI METAL NAME BADGES/W MAGNET	115075	34.99	
			DEPARTMENT 520 MUNICIPAL COURT	TOTAL:	162.14	

PACKET: 06177 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 521 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001842	ROCHA, RACHEL					
		I-010110	01 -521-0150	MINOR TOOLS & MILEAGE AND MISC. REIMBURSE	114955	23.51
		I-010110	01 -521-0550	TRAVEL EXPENS MILEAGE AND MISC. REIMBURSE	114955	35.00
01-002031	BANNON & ASSOCIATES, LL					
		I-5455	01 -521-0513	TRAINING EXPE PUBLIC INFORMATION ACT	114957	450.00
01-002702	BREATH TEST SERVICES					
		I-1114	01 -521-0415	SERVICE CONTR PD-JAN-MAR 2010 SERVICES	114964	2,500.00
01-003858	CODE BLUE POLICE SUPPLY					
		I-28338	01 -521-0130	WEARING APPAR PD-6 RAINCOATS SPIEWAK	114975	675.00
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	01 -521-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	1,140.66
01-019255	SO. TEXAS COMMUNICATION					
		I-47709	01 -521-0421	RADIOS & COMM PD-FIX P/RADIO #R8484	115058	450.00
01-019998	TASER INTERNATIONAL					
		I-SI1187903	01 -521-0150	MINOR TOOLS & PD-TASER REPLACEMENT	115064	450.00
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -521-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	9,806.43
01-023058	WHATABURGER					
		I-604709	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	9.38
		I-604710	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	3.69
		I-604711	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	3.69
		I-604714	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	4.69
		I-604715	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	3.69
		I-604716	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	25.83
		I-604717	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	18.45
		I-604719	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	11.07
		I-604720	01 -521-0571	FOOD FOR PRIS PRISONERMEALS	115085	11.07
		I-604725	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	8.38
		I-604727	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	11.07
		I-604728	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	3.69
		I-604730	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	9.38
		I-604731	01 -521-0571	FOOD FOR PRIS PRISONER MEALS	115085	4.69
01-023073	THOMSON WEST					
		I-819651535-3	01 -521-0107	BOOKS & PERIO TX FAMILY CODE 2010 PAMPHLET	115087	42.50
01-1	MISC. VENDORS					
	HART RESTAURANT MG	I-6391/6392	01 -521-0571	FOOD FOR PRIS INV. #6392	115097	49.27
	HART RESTAURANT MG	I-6391/6392	01 -521-0571	FOOD FOR PRIS INV.# 6391	115097	37.90

DEPARTMENT 521 POLICE DEPARTMENT TOTAL: 15,789.04

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PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001097	ACETYLENE OXYGEN COMPAN					
	I-1000283453	01 -522-0428	FIRE HYDRANTS 1-10 CU. FT. ACETYLENE CYL	114946	10.38	
	I-123109	01 -522-0114	MEDICAL ACETYLENE, OXYGEN	114946	21.74	
01-001364	MID AMERICAN SPECIALTIE					
	I-INV724506	01 -522-0106	FIRE PREVENTI PENS - CAREER DAY HIGH SC	114954	526.22	
01-003680	TEXAS COMM ON FIRE PROT					
	I-122909	01 -522-0513	TRAINING FEES CERTIFICATION FEE:CRAIG SIMS	114971	35.00	
01-004311	EMP, INC.					
	I-1238986	01 -522-0114	MEDICAL MISC. SUPPLIES FOR 1ST RE	114981	477.19	
01-006133	FORT DEARBORN LIFE INS					
	I-121509-1	01 -522-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	674.02	
01-006238	KENNETH FULLER					
	I-121809	01 -522-0550	TRAVEL & LODG MISC. REIMBURSEMENT	114992	143.39	
01-007075	GALLS					
	I-510302990	01 -522-0130	WEARING APPAR BADGE,	114996	59.97	
01-008117	RGV FIREFIGHTERS' & FIR					
	I-010710	01 -522-0551	DUES & MEMBER 2010 DISTRICT MEMBERSHIP DUES	115001	100.00	
01-008287	HOYT BREATHING AIR PROD					
	I-21623	01 -522-0410	MACHINERY & E HYDROSTATIC TESTING/REPLACEO-R	115007	59.40	
01-013415	MYRON CORPORATION					
	I-72999204	01 -522-0101	OFFICE SUPPLI DATE LOGS - CALANDR	115032	171.11	
01-016110	PADRE ISLAND'S ACE HARD					
	I-054114	01 -522-0150	MINOR TOOLS & 2-PKS. AA BATTERIES	115039	25.98	
	I-054221	01 -522-0150	MINOR TOOLS & 1-T-WAX CHROME POLISH	115039	3.29	
01-016723	PRO SOURCE SPECIATIES					
	I-4680TS-SEC	01 -522-0106	FIRE PREVENTI PENCIL SHARPENERS	115048	305.00	
01-020047	TML - INTERGOVERNMENTAL					
	I-010110	01 -522-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	5,260.06	
01-021216	HD SUPPLY WATERWORKS, L					
	I-9766322	01 -522-0428	FIRE HYDRANTS EXTENTION KIT	115081	409.62	
01-024201	ZEE MEDICAL SERVICE					
	I-0039524438	01 -522-0114	MEDICAL Misc. Medical Supplies	115090	216.45	
DEPARTMENT 522 FIRE DEPARTMENT				TOTAL:	8,498.82	

PACKET: 06177 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 532 CODE ENFORCEMENT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-002051	VICTOR BALDOVINOS					
		I-011309	01 -532-0513	TRAINING EXPE REGISTRATION FEE	114958	25.00
01-004203	ER MARKETING					
		I-93	01 -532-0130	WEARING APPAR UNIFORM LONGSLEEVE	114978	469.00
		I-PQ99	01 -532-0130	WEARING APPAR UNIFORM DRESS SHIRTS	114978	215.70
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	01 -532-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	139.28
01-007500	GREYHOUND PACKAGE EXPRE					
		I-843506	01 -532-0530	PROFESSIONAL SHIPPING OF RABIES SPECIMEN	114998	29.15
01-014024	NATIONAL ASSC. OF COUNT					
		I-011210	01 -532-0551	DUES & MEMBER MEMBERSHIP RENEWAL	115033	55.00
01-014025	NATIONAL ASSOCIATION O					
		I-010510	01 -532-0551	DUES & MEMBER 2010 NALBOH ASSOCIATE DUES	115034	60.00
01-016600	PT ISABEL/SO PADRE PRES					
		I-011109	01 -532-0550	TRAVEL EXPENS 1 YR. SUBSCRIPTION:V. BALDOVIN	115043	22.00
01-016608	PORT ISABEL ANIMAL CLIN					
		I-23379	01 -532-0530	PROFESSIONAL PHYSICAL EXAM/CONSULTATION	115045	17.75
		I-23769	01 -532-0530	PROFESSIONAL EUTHANASIA, RABIES SPECIMEN	115045	230.00
		I-24256	01 -532-0530	PROFESSIONAL EUTHANASIA, RABIES SPECIMEN	115045	190.00
		I-24450	01 -532-0530	PROFESSIONAL EUTHANASIA , RABIES SPECIMEN	115045	115.00
01-018036	JOSEPH D. RAMIREZ					
		I-122209	01 -532-0530	PROFESSIONAL MISC. REIMBURSEMENT	115049	28.50
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -532-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	277.15
01-020107	TEXAS MOSQUITO CONTROL					
		I-010210	01 -532-0551	DUES & MEMBER MEMBERSHIP RENEWAL:	115070	70.00
01-020174	TEXAS DEPT. OF STATE HE					
		I-120909	01 -532-0551	DUES & MEMBER REGISTRATION: EDNA L.STAMBAUGH	115071	53.00
01-020602	TOUCAN GRAPHICS					
		I-9862	01 -532-0101	OFFICE SUPPLI METAL NAME BADGES/W MAGNET	115075	34.99
01-023073	THOMSON WEST					
		I-819651535-2	01 -532-0107	BOOKS & PERIO TX LOCAL GOVT. CODE BOOKS	115087	47.50
DEPARTMENT 532 CODE ENFORCEMENT					TOTAL:	2,079.02

PACKET: 06177 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 540 FLEET MANAGEMENT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-002196	BLANCO'S DETAILING SERV					
	I-104	01 -540-0420-01	REPAIRS & MAI VEHICLE WASH & DETAIL 2 UNITS	114961	50.00	
	I-106	01 -540-0420-01	REPAIRS & MAI VEHICLE & WASH 8 UNITS	114961	200.00	
	I-122809	01 -540-0420-01	REPAIRS & MAI WASH & DETAIL 5 PD UNITS	114961	125.00	
01-002435	BOGGUS MOTOR COMPANY					
	I-227505	01 -540-0420-03	REPAIRS & MAI 51 PWD SHOCK MOUNT	114962	132.62	
	I-227506	01 -540-0420-01	REPAIRS & MAI 1-TANK ASY UNIT F-83	114962	49.25	
	I-227710	01 -540-0420-03	REPAIRS & MAI 2- SHACKELS	114962	49.96	
	I-C33224	01 -540-0420-01	REPAIRS & MAI DIAGNOSE, REPLACE ABS SENSOR	114962	386.09	
01-006083	FAST & FAIR CAR CARE					
	I-1227	01 -540-0420-01	REPAIRS & MAI F-73 PD TIRE MOUNT	114984	58.00	
01-006133	FORT DEARBORN LIFE INS					
	I-121509-1	01 -540-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	56.24	
01-006241	FUELMAN					
	I-NP22873413	01 -540-0104-01	FUEL & LUBRIC FUEL PURCHASED 12/01-31/09	114994	4,804.45	
	I-NP22873413	01 -540-0104-02	FUEL & LUBRIC FUEL PURCHASED 12/01-31/09	114994	800.80	
	I-NP22873413	01 -540-0104-03	FUEL & LUBRIC FUEL PURCHASED 12/01-31/09	114994	1,349.83	
	I-NP22873413	01 -540-0104-04	FUEL & LUBRIC FUEL PURCHASED 12/01-31/09	114994	660.88	
01-008120	ANGEL R. HERNANDEZ					
	I-232844	01 -540-0420-02	REPAIRS & MAI F-5 FD.	115002	115.00	
	I-232845	01 -540-0420-03	REPAIRS & MAI 36 AND 39 PWD. LIGHTS	115002	150.00	
01-014030	NAPA AUTO PARTS					
	I-562571	01 -540-0420-03	REPAIRS & MAI 4-SCREWS	115035	4.24	
	I-562644	01 -540-0420-04	REPAIRS & MAI 1-OIL PRES. UNIT CE-52	115035	10.29	
	I-562647	01 -540-0420-03	REPAIRS & MAI 1-BRUSH	115035	3.57	
	I-562692	01 -540-0420-03	REPAIRS & MAI BRUSHES, CALIPERS, IMPACT SOC	115035	21.62	
	I-562822	01 -540-0420-01	REPAIRS & MAI F-61 PD ALT.	115035	284.00	
	I-562845	01 -540-0420-02	REPAIRS & MAI 2-BULBS UNIT F-4	115035	28.90	
	I-562846	01 -540-0420-02	REPAIRS & MAI 1-HALOGEN LMP. UNIT # F-4	115035	28.05	
	I-562886	01 -540-0420-03	REPAIRS & MAI 1-AIR FILTER TRAC.#15	115035	41.36	
	I-562946	01 -540-0420-03	REPAIRS & MAI 1-AIR FILTER UNIT 13	115035	41.36	
	I-563041	01 -540-0420-03	REPAIRS & MAI 1-AIR FILTER UNIT #14	115035	41.36	
	I-563236	01 -540-0420-01	REPAIRS & MAI 2-TERMINALS, BAT CLNR #F-61	115035	7.85	
	I-563237	01 -540-0420-01	REPAIRS & MAI BATTERY ADJ. CHG. UNIT F-61	115035	35.80	
	I-563356	01 -540-0420-02	REPAIRS & MAI 1-T-WAX F21	115035	8.77	
	I-563393	01 -540-0420-03	REPAIRS & MAI 12- ST. FLUID PUBLIC WRK	115035	39.48	
01-015012	O'REILLY AUTOMOTIVE, IN					
	I-353297	01 -540-0420-01	REPAIRS & MAI 8-WIPER BLADE PD	115037	37.92	
	I-353298	01 -540-0420-03	REPAIRS & MAI 1-MICRO V BELT	115037	25.57	
01-015020	OIL PATCH FUEL & SUPPLY					
	I-303446	01 -540-0104	FUELS & LUBRI DIESEL FUEL DELIVERD 12/31/09	115038	1,259.45	

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VENDOR SET: 01
FUND : 01 GENERAL FUND
DEPARTMENT: 540 FLEET MANAGEMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-016110	PADRE ISLAND'S ACE HARD					
		I-055084	01 -540-0420-03	REPAIRS & MAI 4-BATTERY TERM	115039	7.16
01-019100	SEA GARDEN SALES					
		I-1328436	01 -540-0420-03	REPAIRS & MAI #36, 39 PWD	115055	384.82
		I-1328440	01 -540-0420-03	REPAIRS & MAI WELDING GLASSES, SOAPSTONE, ETC	115055	21.84
01-019310	SOUTH SHORE AUTOMOTIVE					
		I-1651	01 -540-0420-03	REPAIRS & MAI F-73 PD	115059	288.47
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -540-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	452.95
01-020203	TIPTON MOTORS, INC					
		I-60406	01 -540-0420-01	REPAIRS & MAI RESISTOR	115074	37.44
DEPARTMENT 540 FLEET MANAGEMENT					TOTAL:	12,100.39

PACKET: 06177 Regular Payments

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
01-002903	BORDER STATES INDUSTRIE					
		I-900282551	01 -541-0115	LAMPS & GLOBE BALLASTS	114965	138.60
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	01 -541-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	74.88
01-007600	GULF COAST PAPER CO. IN					
		I-934469	01 -541-0160	LAUNDRY & JAN JANITORIAL SUPPLIES	114999	154.57
		I-935550	01 -541-0160	LAUNDRY & JAN JANITORIAL SUPPLIES	114999	115.08
01-013111	MARINE ELECTRIC SVC INC					
		I-13533	01 -541-0411	BUILDINGS & S PW SHOP	115025	147.92
01-013154	MCCOY'S					
		I-3729070	01 -541-0411	BUILDINGS & S NEW TOILET FOR SHOP	115027	473.39
01-016110	PADRE ISLAND'S ACE HARD					
		I-054240	01 -541-0410	MACHINERY & E MURIATIC ACID, DECK BRUSH	115039	42.46
		I-054341	01 -541-0115	LAMPS & GLOBE 2-5 PK SPIRAL BULBS	115039	25.98
		I-K54329	01 -541-0411	BUILDINGS & S CLEANING PROD. FOR PUBLIC RR	115039	53.94
01-018056	RED WING SHOE STORE					
		I-850000003019	01 -541-0130	WEARING APPAR BOOTS & JACKET	115050	167.89
01-018058	RELIABLE ELECTRIC CO.					
		I-22566	01 -541-0411	BUILDINGS & S IT DEPT.	115051	86.84
01-020016	TERMINIX					
		I-291194292	01 -541-0415	SERVICE CONTR MONTHLY PEST CONTROL	115066	58.00
		I-291268787	01 -541-0415	SERVICE CONTR MONTHLY PEST CONTROL;4501 PADR	115066	58.00
		I-291944716	01 -541-0415	SERVICE CONTR PEST CONTROL 4601 PADRE	115066	200.00
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -541-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	727.95
01-020181	THYSSENKRUPP ELEVATOR C					
		I-362608	01 -541-0415	SERVICE CONTR ELEVATOR MAINT.	115073	1,221.30
01-021102	UNIFIRST CORP.					
		I-1776788	01 -541-0130	WEARING APPAR UNIFORMS ,ETC	115079	24.64
		I-1776788	01 -541-0160	LAUNDRY & JAN UNIFORMS ,ETC	115079	82.35
		I-1779079	01 -541-0130	WEARING APPAR UNIFORMS, ETC	115079	24.64
		I-1779079	01 -541-0160	LAUNDRY & JAN UNIFORMS, ETC	115079	14.30
		I-1781296	01 -541-0130	WEARING APPAR UNIFORMS, ETC	115079	24.64
		I-1781296	01 -541-0160	LAUNDRY & JAN UNIFORMS, ETC	115079	82.35
01-023160	WORTH HYDROCHEM OF CORP					
		I-12467	01 -541-0415	SERVICE CONTR	115089	300.00

DEPARTMENT 541 BUILDING MAINTENANCE TOTAL: 4,299.72

PACKET: 06177 Regular Payments

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
01-001129	A & W OFFICE SUPPLY INC					
		I-416826-0	01 -542-0101	OFFICE SUPPLI ENVELOPES, BATTERIES, ETC	114947	18.24
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	01 -542-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	122.80
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -542-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	255.04
01-1	MISC. VENDORS					
	WORKFORCE SOLUTION	I-010810	01 -542-0513	TRAINING EXPE WORKFORCE SOLUTIONS CAMERON:	115093	25.00
				DEPARTMENT 542 INSPECTIONS DIVISION	TOTAL:	421.08

PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-003704	CAMERON COUNTY					
		I-122809	01 -543-0432	CAUSEWAY LIGH CAUSEWAY LTNG 11/09-12/10/09	114972	452.61
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	01 -543-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	463.54
01-007040	RICHARD D. GARZA					
		I-03	01 -543-0412	LANDSCAPE OCT/2009 PALM TREE PRO.	114995	5,203.00
		I-04	01 -543-0412	LANDSCAPE OCT/2009 PALM TREE PRO.	114995	3,267.00
01-013111	MARINE ELECTRIC SVC INC					
		I-13551	01 -543-0412	LANDSCAPE GFI IN MEDIANS	115025	4,145.00
01-013114	MATHESON TRI-GAS					
		I-392335	01 -543-0510	RENTAL OF EQU WELDING SUPPLIES PWKS	115026	107.86
01-016110	PADRE ISLAND'S ACE HARD					
		I-054383	01 -543-0150	MINOR TOOLS & FLUR BULB	115039	5.99
		I-054889	01 -543-0112	SIGNS 1-5 YD. DUCT TAPE	115039	2.79
		I-054964	01 -543-0150	MINOR TOOLS & 2-HNGES	115039	12.98
01-019100	SEA GARDEN SALES					
		I-1328438	01 -543-0117	SAFETY SUPPLI LEATHER GLOVES	115055	159.72
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	01 -543-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	5,616.08
01-021102	UNIFIRST CORP.					
		I-1776788	01 -543-0130	WEARING APPAR UNIFORMS ,ETC	115079	200.55
		I-1779079	01 -543-0130	WEARING APPAR UNIFORMS, ETC	115079	200.55
		I-1781296	01 -543-0130	WEARING APPAR UNIFORMS, ETC	115079	200.55
01-023100	WHITE LUMBER & SUPPLY I					
		I-82758	01 -543-0150	MINOR TOOLS & HDW CLOTH, HOOK/EYE, . STAPLE	115088	17.97

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 20,056.19

PACKET: 06177 Regular Payments
 VENDOR SET: 01
 FUND : 01 GENERAL FUND
 DEPARTMENT: 570 GENERAL SERVICES
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-001129	A & W OFFICE SUPPLY INC					
		I-416444-0	01 -570-0101	OFFICE SUPPLI COPY PAPER	114947	389.90
		I-416445-0	01 -570-0101	OFFICE SUPPLI COPY PAPER	114947	331.90
		I-416518-0	01 -570-0101	OFFICE SUPPLI COPY PAPER	114947	497.85
01-002106	BICKERSTAFF HEATH DELGA					
		I-75549	01 -570-9030	LEGAL SERVICE PROF SERV. THROUGH DEC 15,2009	114960	440.00
		I-75550	01 -570-9030	LEGAL SERVICE PROF SERV THROUGH DEC 15,2009	114960	53.35
01-003805	PAUL CUNNINGHAM					
		I-2000144	01 -570-9030	LEGAL SERVICE GEN. LEGAL SERV DEC 2009	114974	7,595.00
01-004231	DIRECT ENERGY					
		I-1049436	01 -570-0580	ELECTRICITY ELECTRIC BILL THROUGH 12/23/09	114980	15,982.14
01-006061	FIESTA GRAPHICS					
		I-6293	01 -570-9035	AWARDS 4TH QTR EMPLOYEE AWARD:RMOYA	114983	115.00
01-009159	IKON OFFICE SOLUTIONS					
		I-81148198	01 -570-0510	EQUIPMENT REN COPIER LEASE-FIRE DEPT.	115009	445.33
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201001122247	01 -570-0581	WATER, SEWER, 80 FT E, BEW CAUSEWAY	115018	271.48
		I-201001122250	01 -570-0581	WATER, SEWER, 1313 PADREBLVD MDN	115018	10.80
		I-201001122251	01 -570-0581	WATER, SEWER, 911 PADRE BLVD MDN	115018	10.80
		I-201001122252	01 -570-0581	WATER, SEWER, 1201 PADRE BLVD MDN	115018	10.80
		I-201001122253	01 -570-0581	WATER, SEWER, 1612 PADRE BLVD	115018	10.80
		I-201001122254	01 -570-0581	WATER, SEWER, 2000 PADRE BLVD MDN	115018	10.80
		I-201001122255	01 -570-0581	WATER, SEWER, 2412 PADRE BLVD MDN	115018	10.80
		I-201001122256	01 -570-0581	WATER, SEWER, 2700 PADRE BLVD MDN	115018	10.80
		I-201001122257	01 -570-0581	WATER, SEWER, 3000 PADRE BLVD MDN	115018	10.80
		I-201001122258	01 -570-0581	WATER, SEWER, CRN PADRE & TARPON MDN	115018	10.80
		I-201001122259	01 -570-0581	WATER, SEWER, 1800 GULF BLVD	115018	28.91
		I-201001122260	01 -570-0581	WATER, SEWER, 2712 PADRE BLVD	115018	10.80
		I-201001122261	01 -570-0581	WATER, SEWER, 3420 PADRE BLVD ACCESS 11	115018	28.91
		I-201001122262	01 -570-0581	WATER, SEWER, 104 W. RETAMA ST	115018	21.86
		I-201001122263	01 -570-0581	WATER, SEWER, 110 E. MORNINGSIDE DR	115018	72.03
		I-201001122264	01 -570-0581	WATER, SEWER, 6100 PADRE BLVD	115018	14.95
		I-201001122266	01 -570-0581	WATER, SEWER, 108 W. HUISACHE ST.	115018	28.91
		I-201001122267	01 -570-0581	WATER, SEWER, 4380 GULF BLVD	115018	10.80
		I-201001122268	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	115018	40.90
		I-201001122269	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	115018	38.65
		I-201001122270	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	115018	53.04
		I-201001122271	01 -570-0581	WATER, SEWER, 4501 PADRE BLVD	115018	171.97
		I-201001122272	01 -570-0581	WATER, SEWER, 4601 PADRE BLVD F/L	115018	50.25
		I-201001122273	01 -570-0581	WATER, SEWER, 4601 PADRE BLVD	115018	249.51
		I-201001122274	01 -570-0581	WATER, SEWER, LAGUNA & VENUS	115018	72.03

01-013408 RAY MOYA

PACKET: 06177 Regular Payments

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
01-013408	RAY MOYA		continued			
		I-121409-1	01 -570-9035	AWARDS EMPLOYEE OF THE YEAR 2009	114577	500.00
01-016304	PITNEY BOWES					
		I-010810	01 -570-0108	POSTAGE PURCHASE POWER ACCT	115042	20.00
01-019520	AT&T					
		I-010310	01 -570-0501	COMMUNICATION PHONE BILL DATED 01/03/10	115061	1,884.43
01-020602	TOUCAN GRAPHICS					
		I-9851	01 -570-0118	PRINTING 500 BUS. CARDS/1,000 BUS CARDS	115075	68.00
01-020764	REUBEN TREVINO					
		I-122909	01 -570-0108	POSTAGE MISC. REIMBURSEMENT	115077	5.65
01-022000	VALLEY BOTTLE WATER CO.					
		I-662492	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WORKS	115083	42.00
		I-712709	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WORKS	115083	39.00
		I-712710	01 -570-0581	WATER, SEWER, BOTTLED WATER FIRE DPT	115083	29.00
		I-752918	01 -570-0581	WATER, SEWER, BOTTLED WATER FIRE DEPT	115083	58.25
		I-790091	01 -570-0581	WATER, SEWER, BOTTLED WATER FIRE DEPT	115083	84.00
		I-796901	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WORKS	115083	16.25
		I-796902	01 -570-0581	WATER, SEWER, BOTTLED WATER FIRE DEPT	115083	35.50
		I-852596	01 -570-0581	WATER, SEWER, BOTTLED WATER PUBLIC WORKS	115083	26.00
		I-852597	01 -570-0581	WATER, SEWER, BOTTLED WATER FIRE DEPT	115083	35.50
DEPARTMENT 570 GENERAL SERVICES					TOTAL:	29,956.25

PACKET: 06177 Regular Payments

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
01-003072	TONY YZAQUIRRE, JR.					
		I-0113359	01 -572-9177	PARK IMPROVEM TAXES :PADRE BEACH SEC VIII	114967	32.92
01-011015	KARLA' S KATERING					
		I-092914	01 -572-0530	PROFESSIONAL STRATEGIC PLANNING BRUNCH	115012	402.50
01-013111	MARINE ELECTRIC SVC INC					
		I-13551	01 -572-9179	HOLIDAY LIGHT GFI IN MEDIANS	115025	5,000.00
01-016110	PADRE ISLAND'S ACE HARD					
		I-054284	01 -572-9179	HOLIDAY LIGHT 1-LIGHT CONTROL	115039	8.99
		I-054307	01 -572-9179	HOLIDAY LIGHT 1-LIGHT CNTROL	115039	8.99
		I-054320	01 -572-9179	HOLIDAY LIGHT MISC. HDW FOR CHRISTMAS DECO	115039	19.68
		I-054368	01 -572-9179	HOLIDAY LIGHT VOLTAGE SNSOR, WIRE CONN	115039	14.98
01-019100	SEA GARDEN SALES					
		I-1328438	01 -572-9045	SPRING BREAK SAFETY CONES	115055	278.00
DEPARTMENT 572 SPECIAL PROJECTS					TOTAL:	5,766.06

FUND	01	GENERAL FUND			TOTAL:	148,373.16

PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-001210	AIR FILTER COMPANY					
		I-0000048414	02 -590-0411	BUILDINGS & S AIR FILTER SERVICE VISITOR CTR	114949	24.00
01-004231	DIRECT ENERGY					
		I-1049436	02 -590-0580	ELECTRICITY ELECTRIC BILL THROUGH 12/23/09	114980	1,237.41
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	02 -590-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	53.69
01-006241	FUELMAN					
		I-NP22873413	02 -590-0104	FUELS & LUBRI FUEL PURCHSED 12/01-31/09	114994	23.99
01-007600	GULF COAST PAPER CO. IN					
		C-933116	02 -590-0160	LAUNDRY & JAN RETURNED MERCHANDISE	114999	11.44-
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201001122248	02 -590-0581	WATER,SEWER & 600 PADRE BLVD	115018	28.91
		I-201001122249	02 -590-0581	WATER,SEWER & 600 PADRE BLVD	115018	27.82
01-016110	PADRE ISLAND'S ACE HARD					
		I-054325	02 -590-0411	BUILDINGS & S DROPCLOTHS, PAINT	115039	28.28
01-019520	AT&T					
		I-010310	02 -590-0501	COMMUNICATION PHONE BILL DATED 01/03/10	115061	615.32
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	02 -590-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	45.64
01-021102	UNIFIRST CORP.					
		I-1776789	02 -590-0160	LAUNDRY & JAN FLOOR MATS VISITORS CTR	115079	48.25
01-022000	VALLEY BOTTLE WATER CO.					
		I-852602	02 -590-0581	WATER,SEWER & BOTTLED WATER VISITORS CTR	115083	12.75
DEPARTMENT 590 VISITORS BUREAU					TOTAL:	2,134.62

PACKET: 06177 Regular Payments

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
01-001020	DEEONDA AHADI					
		I-102809	02 -592-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	114945	42.90
		I-102809	02 -592-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	114945	43.45
		I-120609	02 -592-0535	FAMILIARIZATI MISC. REIMBURSEMENT	114945	74.31
01-004006	DEROUSIE, LILIA					
		I-121609	02 -592-0102	LOCAL MEETING MISC. REIMBURSEMENT	114976	37.84
		I-121609	02 -592-0550	TRAVEL EXPENS MISC. REIMBURSEMENT	114976	3.64
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	02 -592-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	349.72
01-006241	FUELMAN					
		I-NP22873413	02 -592-0104	FUELS & LUBRI FUEL PURCHSED 12/01-31/09	114994	209.61
01-008197	HEADSETS.COM					
		I-2237735	02 -592-0150	MINOR TOOLS & WIRELESS, HEADSET	115003	355.90
01-012019	CONNIE LEDBETTER					
		I-121109	02 -592-0550	TRAVEL EXPENS MILEAGE REIMBURSEMENT	115014	1,072.50
		I-121609	02 -592-0550	TRAVEL EXPENS MILEAGE REIMBURSEMENT	115014	578.05
01-012059	LOUIE'S BACKYARD					
		I-121409	02 -592-0538	CONVENTION SE VCASE SUMMER CONF. MIXER 6/11/	115017	323.44
01-018087	ISLAND GEEK					
		I-832	02 -592-0530	PROFESSIONAL RETAINER TECH SERVICES	115052	1,500.00
01-018200	REGAL PLASTICS					
		I-0818889-IN	02 -592-0538	CONVENTION SE BOARDS FOR SIGNAGE	115053	432.50
01-019253	SYLVIA SOLIZ					
		I-101509	02 -592-0102	LOCAL MEETING MEAL REIMBURSEMENT	115057	68.15
		I-121109	02 -592-0102	LOCAL MEETING MEAL REIMBURSEMENT	115057	48.25
01-019520	AT&T					
		I-010310	02 -592-0501	COMMUNICATION PHONE BILL DATED 01/03/10	115061	615.32
01-020031	TACVB					
		I-5003	02 -592-0513	TRAINING EXPE EARLY BIRD REGISTRATION	115067	1,150.00
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	02 -592-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	349.53
01-020756	TRAVEL MARKETING GROUP					
		I-10862	02 -592-0533	MARKETING TRAVEL GUIDE FREE. COM	115076	124.74
01-1	MISC. VENDORS					
	JULIAN GRANT	I-201001142276	02 -592-0550	TRAVEL EXPENS JULIAN GRANT:REIMBURSEMENT	115094	194.20

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 06177 Regular Payments

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
=====						
01-1	MISC. VENDORS		continued			
	JAYME LE GROS	I-201001142277	02 -592-0530	PROFESSIONAL JAYME LE GROS:REIMBURSEMENT	115095	55.00
DEPARTMENT 592 SALES & MARKETING TOTAL:						7,629.05

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	02 -593-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	33.10
01-006241	FUELMAN					
		I-NP22873413	02 -593-0104	FUEL & LUBRIC FUEL PURCHSED 12/01-31/09	114994	24.41
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	02 -593-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	288.59
					DEPARTMENT 593	
					EVENTS MARKETING	
					TOTAL:	346.10

					FUND	
					02	
					HOTEL/MOTEL TAX FUND	
					TOTAL:	10,109.77

PACKET: 06177 Regular Payments

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
=====						
01-002052	BEN E. KEITH, CO.					
		I-01486219	06 -565-0176	CONCESSION SU CONCESSION SUPPLIES	114959	1,413.08
		I-01487963	06 -565-0176	CONCESSION SU CONCESSION SUPPLIES	114959	128.41
		I-01488729	06 -565-0176	CONCESSION SU CONCESSION SUPPLIES	114959	311.86
		I-01492886	06 -565-0176	CONCESSION SU CONCESSION SUPPLIES	114959	709.25
		I-01493529	06 -565-0176	CONCESSION SU CONCESSION SUPPLIES	114959	758.30
01-003805	PAUL CUNNINGHAM					
		I-2000144	06 -565-0530	PROFESSIONAL GEN. LEGAL SERV DEC 2009	114974	805.00
01-004231	DIRECT ENERGY					
		I-1049436	06 -565-0580	ELECTRICITY ELECTRIC BILL THROUGH 12/23/09	114980	15,596.76
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	06 -565-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	260.72
01-006241	FUELMAN					
		I-NP22873413	06 -565-0104	FUELS & LUBRI FUEL PURCHASED 12/01-31/09	114994	62.71
01-011098	DEBORAH KELLEY					
		I-121309	06 -565-0176	CONCESSION SU MISC. REIMBURSEMENT	115013	112.42
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201001122265	06 -565-0581	WATER, SEWER 7355 PADRE BLVD	115018	2,217.45
01-012127	LINK STAFFING SERVICES					
		I-659670	06 -565-0040	TEMPORARY EMP TEMP. LABOR . CONV. CENTER	115024	786.62
01-016110	PADRE ISLAND'S ACE HARD					
		I-054360	06 -565-0411	BUILDING & ST PAINT BRUSHES, ROLLER COVER	115039	44.93
		I-054476	06 -565-0411	BUILDING & ST TAPE, CLNERS, BULBS, ETC	115039	49.44
		I-054531	06 -565-0150	MINOR TOOLS & PLIERS, FILTER, CAULK, ETC	115039	31.45
		I-054579	06 -565-0420	MOTOR VEHICLE DOOR VIEW, SPRK PLUG, ETC.	115039	43.42
01-019520	AT&T					
		I-010310	06 -565-0501	COMMUNICATION PHONE BILL DATED 01/03/10	115061	1,743.42
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	06 -565-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	2,148.82
01-021102	UNIFIRST CORP.					
		I-1776791	06 -565-0160	LAUNDRY & JAN UNIFORMS, ETC	115079	8.15
		I-1776791	06 -565-0130	WEARING APPAR UNIFORMS, ETC	115079	85.22
		I-1779081	06 -565-0160	LAUNDRY & JAN UNIFORMS, ETC	115079	8.15
		I-1779081	06 -565-0130	WEARING APPAR UNIFORMS, ETC	115079	85.22
01-022000	VALLEY BOTTLE WATER CO.					
		I-852594	06 -565-0581	WATER, SEWER BOTTLED WATER CONV. CTR	115083	35.75

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 27,446.55

FUND 06 CONVENTION CENTER FUND TOTAL: 27,446.55

PACKET: 06177 Regular Payments

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
01-001359	JESUS ARRIAGA					
		I-010610	30 -591-0102	LOCAL MEETING MISC. REIMBURSEMENT	114952	69.81
		I-010810	30 -591-0550	TRAVEL EXPENS C/A :TRIP TO AUSTIN TEXAS	114953	1,000.00
01-002196	BLANCO'S DETAILING SERV					
		I-115	30 -591-0420	MOTOR VEHICLE WASH AND DETAIL BUSES	114961	400.00
		I-117	30 -591-0420	MOTOR VEHICLE WASH AND DETAIL BUSES	114961	400.00
01-002435	BOGGUS MOTOR COMPANY					
		I-C334701	30 -591-0420	MOTOR VEHICLE DIAGNOSE & REPLACE FUEL PRES.	114962	184.54
01-003734	CAMPUS PUBLISHING					
		I-2003	30 -591-0533	MARKETING COCA COLA SPRING BREAK AD	114973	800.00
01-003805	PAUL CUNNINGHAM					
		I-2000144	30 -591-0530	PROFESSIONAL GEN. LEGAL SERV DEC 2009	114974	620.00
01-004124	D & R GLASS ETC, INC.					
		I-13761	30 -591-0420	MOTOR VEHICLE ROCK-SHIP REPAIR UNIT #27	114977	35.00
		I-13762	30 -591-0420	MOTOR VEHICLE ROCK CHIP REPAIR UNIT #28	114977	35.00
01-004231	DIRECT ENERGY					
		I-1049436	30 -591-0580	ELECTRICITY ELECTRIC BILL THROUGH 12/23/09	114980	976.40
01-006045	F. D. HAUL & CONSTRUCTI					
		I-013	30 -591-1001	BUILDINGS & S WAVE STOPS	114982	9,000.00
01-00612	FEDEX					
		I-3-5048-8302	30 -591-0108	POSTAGE SHIPPING CHARGES	114986	300.00
01-006133	FORT DEARBORN LIFE INS					
		I-121509-1	30 -591-0081	GROUP INSURAN JAN 2010 LTD,LIFE, AD & D PREM	114989	243.26
01-006241	FUELMAN					
		I-NP22873413	30 -591-0104	FUELS & LUBRI FUEL PURCHSED 12/01-31/09	114994	5,381.99
01-008301	HOLLON OIL COMPANY					
		I-170946	30 -591-0104	FUELS & LUBRI 55 GAL OIL DRUM	115008	468.49
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201001122273	30 -591-0581	WTR/SWR/GARBA 4601 PADRE BLVD	115018	35.64
01-013402	MOTOROLA					
		I-41140272	30 -591-1005	RADIO EQUIPME 2 MOBIILE RADIOS	115030	7,999.96
01-015012	O'REILLY AUTOMOTIVE, IN					
		I-354168	30 -591-0420	MOTOR VEHICLE 1-SEAT COVER	115037	34.99
01-016110	PADRE ISLAND'S ACE HARD					

PACKET: 06177 Regular Payments

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
01-016110	PADRE ISLAND'S ACE HARD	continued				
	I-054357	30 -591-0420	MOTOR VEHICLE 2-WALL ANCHORS FOR TRAN SHOP	115039	1.10	
	I-054358	30 -591-0420	MOTOR VEHICLE WAL ANCHORS FOR TRANS SHOP	115039	9.90	
	I-054910	30 -591-0411	BUILDING & ST COBALT DRILL BIT	115039	6.49	
	I-054927	30 -591-0411	BUILDING & ST DRILL BITS	115039	12.99	
01-019520	AT&T					
	I-010310	30 -591-0501	COMMUNICATION PHONE BILL DATED 01/03/10	115061	269.20	
01-019897	TEENA SIMON					
	I-010710	30 -591-0550	TRAVEL EXPENS MILEAGE REIMBURSEMENT	115063	42.00	
01-020004	TEXAS BUS SALES, INC.					
	I-0903073	30 -591-0420	MOTOR VEHICLE 2- SWITCH DRIVER	115065	39.01	
01-020016	TERMINIX					
	I-291935198	30 -591-0411	BUILDING & ST PEST CONTROL:BUS BARN	115066	39.00	
01-020047	TML - INTERGOVERNMENTAL					
	I-010110	30 -591-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	2,100.53	
DEPARTMENT 591 TRANSPORTATION DEPT					TOTAL:	30,505.30

FUND	30	TRANSPORTAION GRANT	TOTAL:			30,505.30

PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 43 STREET IMPROVEMENT FUND

DEPARTMENT: 572 ** INVALID DEPT **

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-008073	HNTB CORPORATION					
		I-8-48945-DS-001	43 -572-9472	STREETS & DRA GULF BLVD. ENHANCEMENT	115000	9,093.36
01-013245	MEJIA & ROSE, INC.					
		I-21866	43 -572-9172	SIDEWALK & CR ENG. SERVICES PARK ROAD NO 100	115028	2,014.50
DEPARTMENT 572 ** INVALID DEPT **					TOTAL:	11,107.86

FUND 43 STREET IMPROVEMENT FUND					TOTAL:	11,107.86

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 27

PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 44 LONG RANGE PLANNING FUND

DEPARTMENT: 572 ** INVALID DEPT **

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-008253	HILLCO PARTNERS					
		I-15391	44 -572-0530	PROFESSIONAL 50% PROF FEES FOR JAN 2010	115005	6,504.56
DEPARTMENT 572 ** INVALID DEPT **					TOTAL:	6,504.56
=====						
FUND 44 LONG RANGE PLANNING FUND TOTAL:						6,504.56

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 28

PACKET: 06177 Regular Payments

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
01-002700	BURTON AUTO SUPPLY, INC					
		I-03 880114	60 -522-0410	MACHINERY & E BRAKE HARDWARE	114963	28.58
01-015012	O'REILLY AUTOMOTIVE, IN					
		I-146250	60 -522-0410	MACHINERY & E LEAK DETECT,	115037	26.96
01-020047	TML - INTERGOVERNMENTAL					
		I-010110	60 -522-0083	WORKERS COMPE 08/09FY W/C AUDIT	115068	458.24
				DEPARTMENT 522 BEACH PATROL / PT TIME TOTAL:		513.78

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 30

PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 61 BEACH ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-006239	FUDGE CONSULTING, PLLC					
		I-09-9069-01	61 -543-9075	CONSTRUCTION WINDSTORM INSPECTION	114993	250.00
				DEPARTMENT 543 PUBLIC WORKS	TOTAL:	250.00

	FUND	61	BEACH ACCESS FUND	TOTAL:		250.00

PACKET: 06177 Regular Payments

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
=====						
01-003805	PAUL CUNNINGHAM					
		I-2000144	80 -580-0530	PROFESSIONAL GEN. LEGAL SERV DEC 2009	114974	2,170.00
01-008253	HILLCO PARTNERS					
		I-15201	80 -580-0534-002	LOBBYIST EDC:50%PROF FEES FOR DEC 09	115004	6,250.00
		I-15392	80 -580-0534-002	LOBBYIST EDC:50% PROF FEES FOR JAN 10	115006	6,504.58
01-012056	LONE STAR OVERNIGHT					
		I-4540978	80 -580-0108	POSTAGE EDC:MISC. SHIPPING CHARGES	115016	16.65
01-021232	GATEWAY PRINTING & OFFI					
		I-2997727-0	80 -580-0101	OFFICE SUPPLI EDC:MISC. OFFICE SUPPLIES	115082	52.64
DEPARTMENT 580 EDC					TOTAL:	14,993.87

PACKET: 06177 Regular Payments

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
01-001212	ALAMO OUTDOOR STORE					
		I-1276968	80 -581-0103	GIFT SHOP PUR EDC/SPIBNC:LW TRAVELER SCOPE	114950	125.80
01-001349	ARGUS SECURITY SYSTEMS					
		I-16845228	80 -581-0415	SERVICE CONTR EDC/SPIBNC:FIRE ALARM MONITOR	114951	86.97
01-002025	BALL,MARY CATHERINE					
		I-121309	80 -581-0101	OFFICE SUPPLI EDC/SPIBNC:MISC. REIMBURSEMENT	114956	12.89
01-003160	ISLAND FLYER DISTRIBUTO					
		I-120909	80 -581-0415	SERVICE CONTR EDC/SPIBNC:DISTRIBUTION OF CAR	114968	210.00
01-004207	DIGITAL OFFICE SYSTEMS					
		I-103202	80 -581-0415	SERVICE CONTR EDC/SPIBNC:MONTHLY COPIES	114979	122.50
01-004231	DIRECT ENERGY					
		I-1049436	80 -581-0580	ELECTRICITY ELECTRIC BILL THROUGH 12/23/09	114980	1,469.51
01-006101	FIRST CHECK APPLICANT S					
		I-1296	80 -581-0415	SERVICE CONTR EDC/SPIBNC:BACKGROUND SCREEN	114985	44.00
01-006162	FLORES LANDSCAPING & GR					
		I-010510	80 -581-0415	SERVICE CONTR EDC/SPIBNC:MONTLY LANDSCAPE	114991	1,412.50
01-009679	JIVE COMMUNICATIONS					
		I-14835	80 -581-0501	COMMUNICATION EDC/SPIBNC:PHONE BILL JAN	115011	181.57
01-012036	LABOR READY					
		I-84788047	80 -581-0040	TEMPORARY EMP EDC/SPIBNC:TEMP LABOR	115015	43.00
		I-84918047	80 -581-0040	TEMPORARY EMP EDC/SPIBNC:TEMP LABOR	115015	322.51
		I-85098047	80 -581-0040	TEMPORARY EMP EDC/SPIBNC:TEMP. LABOR	115015	370.88
01-012071	LAGUNA MDRE WTR DIST NO					
		I-201001142278	80 -581-0581	WATER, SEWER, EDC/SPIBNC:6801 PADRE BLVD IRR	115018	354.64
		I-201001142279	80 -581-0581	WATER, SEWER, EDC/SPIBNC:6801 PADRE BLVD	115018	195.00
		I-201001142280	80 -581-0581	WATER, SEWER, EDC/SPIBNC:6801 PADRE BLVD F/L	115018	50.25
01-013393	JIM MORRIS ENVIRONMENTA					
		I-769012006	80 -581-0103	GIFT SHOP PUR EDC/SPIBNC:LS TEE SHIRTS	115029	306.69
01-013404	MOUNTAIN GLACIER, LLC					
		I-210693	80 -581-0415	SERVICE CONTR EDCSPIBNC:WATER DEC & JAN	115031	95.98
01-016110	PADRE ISLAND'S ACE HARD					
		I-054590	80 -581-0150	MINOR TOOLS & BULBS, WD-40	115039	24.48
		I-054600	80 -581-0150	MINOR TOOLS & EDC/SPIBNC:SHOVEL, PUSHBROOM	115039	22.98
		I-054796	80 -581-0150	MINOR TOOLS & EDC/SPIBNC:BUNGEE CORDS	115039	4.98
		I-054885	80 -581-0150	MINOR TOOLS & EDC/SPIBNC:INSULATING PIPE	115039	2.79
		I-7218	80 -581-0150	MINOR TOOLS & EDC/SPIBNC:CABLE TIES	115039	10.77

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 34

PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 85 BIRDING CENTER CONSTRUCTI

DEPARTMENT: 580 ** INVALID DEPT **

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-022001	VALIANT PRODUCTS CORP.					
		I-238018	85 -580-1001	BUILDINGS & S EDC/SPIBNC:MISC. TABLECLOTHS	115084	646.94
DEPARTMENT 580 ** INVALID DEPT **						TOTAL: 646.94

FUND	85	BIRDING CENTER CONSTRUCTI	TOTAL:			646.94

PACKET: 06177 Regular Payments

VENDOR SET: 01

FUND : 99 HURRICANE RECOVERY

DEPARTMENT: 599 HURRICANE RECOVERY

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-020178	TERRY RAY CONSTRUCTION,					
		I-72309/3	99 -599-1001-565	BUILDING & ST SPI CONV. CTR. ROOF REPAIRS	115072	699,007.97
				DEPARTMENT 599 HURRICANE RECOVERY	TOTAL:	699,007.97

			FUND	99 HURRICANE RECOVERY	TOTAL:	699,007.97
					REPORT GRAND TOTAL:	1,005,467.56

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Larry Homan, Finance Director

ITEM

Approve Tax Collection and Adjustment Report for taxes collected in December 2009 from the Point Isabel Independent School District Tax Office.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

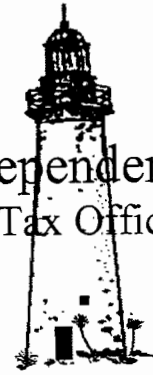
Motion: _____

Second: _____

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

Abstentions: _____

Point Isabel Independent School District
Tax Office



Filomena Saenz, CTA
Tax Assessor – Collector

101 Port Road
Port Isabel, Texas 78578
Phone: (956) 943 - 0016
(956) 943 - 0017
Fax: (956) 943 - 0014
Http://www.pi-isd.net

January 6, 2010

**Mr. Larry Homan, Finance Director
Town of South Padre Island
P.O. Box 3410
South Padre Island, Texas 78597**

Dear Mr. Homan:

**Attached for your verification and presentation to the Board of Aldermen,
please find the Tax Collection and Adjustment Reports for taxes collected
December 1, 2009 through December 31, 2009.**

Respectfully,

A handwritten signature in cursive script that reads "Filomena Saenz". The signature is written in dark ink and is positioned above a horizontal line.

**Filomena Saenz, CTA
Tax Assessor-Collector**

**I, the above signed, do certify that the information contained in this report is true and
correct to the best of my knowledge.**

JAN 6 2010

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SOUTH PADRE ISLAND
MONTHLY REPORTS

	DEC. 2009 COLLECTIONS	DEC. 2009 YTD COLLECTIONS	DEC. 2008 YTD COLLECTION:
CURRENT 2009	\$ 604,056.98	\$ 4,271,574.44	\$ 4,076,238.40
2008 & PRIOR	\$ 15,385.18	\$ 79,820.69	\$ 77,904.71
P & I	\$ 8,146.26	\$ 26,769.05	\$ 14,126.14
ATTORNEY'S FEE	\$ 3,469.39	\$ 14,135.50	\$ 12,197.78
LATE RENDITION	\$ 82.82	\$ 1,011.07	\$ 1,506.28
TOTAL	\$ 631,140.63	\$ 4,393,310.75	\$ 4,181,973.31
DISCOUNTS	\$ (6,604.36)	\$ (112,043.85)	\$ (102,095.86)

	BEGINNING BALANCE AS OF 1-Oct-09	CURRENT MONTH ADJUSTMENTS	YTD ADJUSTMENTS	CURRENT MONTH COLLECTIONS	YTD COLLECTIONS	BALANCE AS OF 1-Jan-10
2008 TAX LEVY	\$ 5,946,300.31	\$ (2,662.56)	\$ 131,477.63	\$ (604,056.98)	\$ (4,271,574.44)	\$ 1,806,203.50
2007 & PRIOR	\$ 494,975.56	\$ (3,544.23)	\$ (4,172.87)	\$ (15,385.18)	\$ (79,820.69)	\$ 410,982.00
TOTAL	\$ 6,441,275.87	\$ (6,206.79)	\$ 127,304.76	\$ (619,442.16)	\$ (4,351,395.13)	\$ 2,217,185.50

COLLECTIONS	2008 TAX LEVY	\$ 5,946,300.31	2008 TAX LEVY	\$ 5,944,224.75
PERCENTAGE	COLLECTION	\$ 4,271,574.44	COLLECTION	\$ 4,076,230.04
		70.28%		67.05%

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TOWN OF SOUTH PADRE ISLAND
YEAR TO DATE FROM OCTOBER 1, 2008 TO SEPTEMBER 30, 2009
COLLECTIONS

MONTH	2009	PRIOR	P & I	DISCOUNT	TOTAL	ATTORNEY'S	LATE RENDITIONS
Oct-09	\$ 2,877,136.91	\$ 39,699.93	\$ 12,437.31	\$ (85,830.24)	\$ 2,843,443.91	\$ 6,740.53	\$ 738.19
Nov-09	\$ 790,380.55	\$ 24,735.58	\$ 6,185.48	\$ (19,609.29)	\$ 801,692.32	\$ 3,925.67	\$ 190.06
Dec-09	\$ 604,056.98	\$ 15,385.18	\$ 8,146.26	\$ (6,604.36)	\$ 620,984.10	\$ 3,469.39	\$ 82.82
Jan-10							
Feb-10							
Mar-10							
Apr-10							
May-10							
Jun-10							
Jul-10							
Aug-10							
Sep-10	\$ 4,271,574.44	\$ 79,820.69	\$ 26,769.05	\$ (112,043.85)	\$ 4,266,120.33	\$ 14,135.50	\$ 1,011.07

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 12/01/2009 TO 12/31/2009

FISCAL START: 10/01/2009 END: 09/30/2010 JURISDICTION: 0003 TOWN OF SOUTH PADRE ISLAND

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,434,546,327	53,852,940	2,488,399,267	0.245610	6,077,777.94	6,365

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2009	5,946,300.31	2,662.56-	131,477.63	604,056.98	4,271,574.44	1,806,203.50	70.28	0.00
2008	267,856.66	3,544.23-	4,033.81-	5,159.57	55,384.12	208,438.73	20.99	0.00
2007	92,161.75	.00	0.00	3,695.97	13,184.73	78,977.02	14.31	0.00
2006	38,330.39	.00	139.06-	2,068.66	3,256.72	34,934.61	8.53	0.00
2005	22,986.36	.00	0.00	1,383.42	2,330.93	20,595.43	10.40	0.00
2004	9,684.90	.00	0.00	871.62	921.46	8,763.44	9.51	0.00
2003	10,880.94	.00	0.00	483.61	1,026.72	9,854.22	9.44	0.00
2002	8,695.39	.00	0.00	362.16	678.18	8,017.21	7.80	0.00
2001	4,115.73	.00	0.00	414.96	414.96	3,700.77	10.08	0.00
2000	2,740.44	.00	0.00	156.94	156.94	2,583.50	5.73	0.00
1999	6,014.98	.00	0.00	296.35	612.37	5,402.61	10.18	0.00
1998	883.29	.00	0.00	0.00	0.00	883.29	0.00	0.00
1997	1,501.60	.00	0.00	0.00	0.00	1,501.60	0.00	0.00
1996	3,653.07	.00	0.00	0.00	314.04	3,339.03	8.60	0.00
1995	6,588.88	.00	0.00	164.03	493.35	6,095.53	7.49	0.00
1994	6,302.40	.00	0.00	164.03	493.35	5,809.05	7.83	0.00
1993	6,010.53	.00	0.00	163.86	492.82	5,517.71	8.20	0.00
1992	1,669.39	.00	0.00	0.00	0.00	1,669.39	0.00	0.00
1991	208.18	.00	0.00	0.00	0.00	208.18	0.00	0.00
1990	2,953.70	.00	0.00	0.00	0.00	2,953.70	0.00	0.00
1989	127.28	.00	0.00	0.00	0.00	127.28	0.00	0.00
1988	1,609.70	.00	0.00	0.00	0.00	1,609.70	0.00	0.00
***	6,441,275.87	6,206.79-	127,304.76	619,442.16	4,351,395.13	2,217,185.50		0.00

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TAX COLLECTION SYSTEM

PAGE: 4

TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALLDEPOSIT DISTRIBUTION
FROM: 12/01/2009 THRU 12/31/2009
JURISDICTION: 0003 TOWN OF SOUTH PADRE ISLAND

INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.218400	537,135.99	5,872.12	.00	.00	531,263.87	.00	.00	.00	531,263.87
	I & S	.027210	66,920.99	732.20	.00	.00	66,188.79	.00	.00	.00	66,188.79
	TOTAL	.245610	604,056.98	6,604.32	.00	.00	597,452.66	.00	.00	.00	597,452.66
2008	M & O	.219310	4,607.22	.00	1,716.24	.00	6,323.46	1,292.66	.00	.00	7,616.12
	I & S	.026300	552.35	.00	205.82	.00	758.17	.00	.00	.00	758.17
	TOTAL	.245610	5,159.57	.00	1,922.06	.00	7,081.63	1,292.66	.00	.00	8,374.29
2007	M & O	.216810	3,262.58	.00	982.37	.00	4,244.95	536.55	.00	.00	4,781.50
	I & S	.028800	433.39	.00	130.50	.00	563.89	.00	.00	.00	563.89
	TOTAL	.245610	3,695.97	.00	1,112.87	.00	4,808.84	536.55	.00	.00	5,345.39
2006	M & O	.219598	1,794.78	.00	843.56	.00	2,638.34	350.14	.00	.00	2,988.48
	I & S	.033512	273.88	.00	128.72	.00	402.60	.00	.00	.00	402.60
	TOTAL	.253110	2,068.66	.00	972.28	.00	3,040.94	350.14	.00	.00	3,391.08
2005	M & O	.230197	1,258.18	.00	742.34	.00	2,000.52	329.95	.00	.00	2,330.47
	I & S	.022913	125.24	.00	73.88	.00	199.12	.00	.00	.00	199.12
	TOTAL	.253110	1,383.42	.00	816.22	.00	2,199.64	329.95	.00	.00	2,529.59
2004	M & O	.258110	871.62	.00	618.85	.00	1,490.47	223.57	.00	.00	1,714.04
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.258110	871.62	.00	618.85	.00	1,490.47	223.57	.00	.00	1,714.04
2003	M & O	.258110	483.61	.00	401.40	.00	885.01	132.76	.00	.00	1,017.77
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.258110	483.61	.00	401.40	.00	885.01	132.76	.00	.00	1,017.77
2002	M & O	.248640	348.88	.00	331.42	.00	680.30	105.93	.00	.00	786.23
	I & S	.009470	13.28	.00	12.63	.00	25.91	.00	.00	.00	25.91
	TOTAL	.258110	362.16	.00	344.05	.00	706.21	105.93	.00	.00	812.14
2001	M & O	.247360	397.68	.00	425.52	.00	823.20	128.85	.00	.00	952.05
	I & S	.010750	17.28	.00	18.49	.00	35.77	.00	.00	.00	35.77
	TOTAL	.258110	414.96	.00	444.01	.00	858.97	128.85	.00	.00	987.82
2000	M & O	.246360	149.80	.00	178.26	.00	328.06	51.56	.00	.00	379.62
	I & S	.011750	7.14	.00	8.50	.00	15.64	.00	.00	.00	15.64
	TOTAL	.258110	156.94	.00	186.76	.00	343.70	51.56	.00	.00	395.26
1999	M & O	.245610	282.00	.00	369.40	.00	651.40	102.69	.00	.00	754.09
	I & S	.012500	14.35	.00	18.81	.00	33.16	.00	.00	.00	33.16
	TOTAL	.258110	296.35	.00	388.21	.00	684.56	102.69	.00	.00	787.25
1995	M & O	.271980	164.03	.00	293.61	.00	457.64	68.65	.00	.00	526.29
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.271980	164.03	.00	293.61	.00	457.64	68.65	.00	.00	526.29

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TAX COLLECTION SYSTEM

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TC298-D SELECTION: SYSTEM

INCLUDES AG ROLLBACK

DEPOSIT DISTRIBUTION
FROM: 12/01/2009 THRU 12/31/2009

RECEIPT DATE: ALL

JURISDICTION: 0003 TOWN OF SOUTH PADRE ISLAND

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	REFUND AMOUNT	PAYMENT AMOUNT
1994	M & O	.271980	164.03	.00	313.30	.00	477.33	71.60	.00	548.93
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.271980	164.03	.00	313.30	.00	477.33	71.60	.00	548.93
1993	M & O	.271980	163.86	.00	332.64	.00	496.50	74.48	.00	570.98
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.271980	163.86	.00	332.64	.00	496.50	74.48	.00	570.98
ALL	M & O		551,084.26	5,872.12	7,548.91	.00	552,761.05	3,469.39	.00	556,230.44
ALL	I & S		68,357.90	732.20	597.35	.00	68,223.05	.00	.00	68,223.05
ALL	TOTAL		619,442.16	6,604.32	8,146.26	.00	620,984.10	3,469.39	.00	624,453.49
DLQ	M & O		13,948.27	.00	7,548.91	.00	21,497.18	3,469.39	.00	24,966.57
DLQ	I & S		1,436.91	.00	597.35	.00	2,034.26	.00	.00	2,034.26
DLQ	TOTAL		15,385.18	.00	8,146.26	.00	23,531.44	3,469.39	.00	27,000.83
CURR	M & O		537,135.99	5,872.12	.00	.00	531,263.87	.00	.00	531,263.87
CURR	I & S		66,920.99	732.20	.00	.00	66,188.79	.00	.00	66,188.79
CURR	TOTAL		604,056.98	6,604.32	.00	.00	597,452.66	.00	.00	597,452.66

5-10

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 RENDITION PENALTY ALLOCATION
 FROM: 12/01/2009 THRU 12/31/2009
 JURISDICTION: 0003 TOWN OF SOUTH PADRE ISLAND

TU ACCOUNT	YEAR	TP	DEPOSIT	DEP DATE	RENDTN AMOUNT	PEN INT	ATTORNEY	AGENT	OWNER / AGENT
0003 0001000008696095	2008	OL	091207H1	2009/12/07	17.82	3.92	2.72		AMBERJACK'S BAR
ACCOUNT TOTAL					17.82	3.92	2.72		
0003 00010060000012306	2008	OL	ITCC1231	2009/12/31	0.03	0.01	0.01		RNL ENTERPRISE
0003 00010000061110520	2009	OL	091214H1	2009/12/14	51.02	0.00	0.00		PADRE CENTRAL LI
0003 00010000179525090	2009	OL	091231B1	2009/12/31	5.17	0.00	0.00		PINKERTON ROBERT
0003 00010060000012306	2009	OL	ITCC1231	2009/12/31	1.75	0.00	0.00		RNL ENTERPRISE
0003 0001007000125607	2009	OL	091203B1	2009/12/03	2.45	0.00	0.00		FROZEN BLUE LP
0003 00010080000116808	2009	OL	091208B1	2009/12/08	0.65	0.00	0.00		ANDY'S QUIK STOP
2008					17.85	3.93	2.73		
2009					61.04	0.00	0.00		
JURISDICTION TOTAL					78.89	3.93	2.73		
JURISDICTION FUNDS					82.82	0.00	0.00		

5-11

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Joni Clarke, City Manager

ITEM

Approve annual contract with Marlowe & Company to provide Federal advocacy services in Washington D.C. for the period of January 1, 2010 through December 31, 2010.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

5-12



MARLOWE & COMPANY

GOVERNMENT AFFAIRS CONSULTANTS

January 4, 2010

Joni Clarke
City Manager
South Padre Island
4501 Padre Blvd
South Padre Island, Texas 78597

Dear Joni:

Thank you for allowing Marlowe & Company the opportunity to represent the City of South Padre Island, Texas, in Washington, DC. This letter serves as a proposal to continue our work on behalf of the City.

As you may know, Marlowe & Company was successful in securing \$500,000 in the Fiscal Year (FY) 2010 Energy & Water Appropriations Bill (P.L. 111-85) for the Regional Sediment Management Project. We are especially proud of this accomplishment because it came at a time when House and Senate Appropriators continued to reduce the Army Corps of Engineers budget. In addition, this funding level would help complete the study phase and move this beach restoration project into the construction process. Marlowe & Company staff continued to express the dire need of federal funds to appropriators and their staffs. Your Marlowe & Company Team is now working with officials from the Army Corps of Engineers to ensure this project receives full federal attention. We are proud to be associated with this successful effort.

In addition to the Appropriations process, your Marlowe & Company Team worked tirelessly to encourage Rep. Solomon Ortiz to request federal funding for the City's Gulf Boulevard and Padre Boulevard Enhancement Projects from the upcoming SAFETEA-Lu Reauthorization measure (Highway Bill). As a result of our persistence, Rep. Ortiz submitted funding requests in the amount of \$10.32 million respectively to the House Transportation & Infrastructure Committee for consideration. During this time of federal spending and budget ceilings, this is a major accomplishment due to the fact that Members of Congress limited their funding requests. Now the next step is to secure funding authorization in the final Highway Bill. The House is expected to begin further action on this transportation measure in the coming weeks.

1667 K STREET, NW ■ SUITE 480 ■ WASHINGTON, DC 20006 ■ (202) 775-1796 ■ FAX (202) 775-0214

EMAIL: MARLOWE@MARLOWECO.COM ■ WWW.MARLOWECO.COM

A Limited Liability Company

5-13

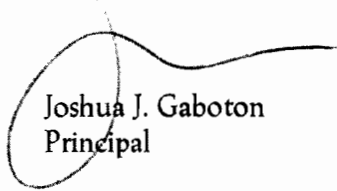
In November, Marlowe & Company's President Howard Marlowe and Principal Joshua Gaboton met with members of the City Council and staff to discuss citywide initiatives for the FY 2011 Appropriations Calendar season. The meetings were productive and we have already commenced work with staff from your Congressional Delegation on securing federal funding for some of your proposed citywide projects.

While I have cited only some of our work on behalf of the City of South Padre during this past year, Marlowe & Company has accomplished a great deal since we began working for the City in South Padre. Your Marlowe & Company Team has routinely met with Members of your Congressional Delegation, the Executive Branch, their staffs and effectively conveyed the need for federal resources for the City's initiatives and projects.

For the next stage of our contractual relationship with the City, Marlowe & Company proposes to continue to provide Full-Comprehensive Lobbying services to the City of South Padre Island for the period of January 1, 2010 through December 31, 2010 for a retainer fee not to exceed \$43,200.00. This is the same fee as last year and will cover professional consulting services, as well as all out of pocket expenses. Enclosed is Marlowe & Company's federal lobbying services contract for your review and approval. Please let me know if you have any questions or concerns.

We at Marlowe & Company are eager to continue our work on behalf of the City of South Padre in our nations' Capital.

Sincerely,



Joshua J. Gaboton
Principal

Services Agreement

This Services Agreement ("Agreement"), dated _____ 2010, is made by and between the City of South Padre Island (the "Client") and Marlowe & Company, LLC, a government affairs consulting and lobbying firm located at 1667 K Street NW in Washington, D.C. ("Marlowe & Company" or "the Company").

Background

The Client, for the purpose of retaining federal government affairs consulting services, desires to engage Marlowe & Company to perform such services. The Client and Marlowe & Company wish to set forth herein the terms and conditions under which the services shall be rendered by Marlowe & Company. In consideration of the foregoing and of the mutual agreements set forth below, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

Terms

1. Services. The Client hereby engages Marlowe & Company to perform the following services in accordance with the terms and conditions set forth in this Agreement: Marlowe & Company will seek federal appropriations for the South Padre Island Shore Restoration Project, including and other Public Works, Transportation Infrastructure Improvement and Economic Development initiatives mutually agreed to by the Client and the Company. The Client acknowledges and agrees that Marlowe & Company does not have control over third party decision makers, and therefore Marlowe & Company makes no representations, warranties or guarantees that it can achieve any particular results. Marlowe & Company shall act in good faith in connection with its performance of the services described herein.
2. Term. This Agreement shall be effective as of the date first set forth above and shall continue for one year, unless this Agreement is earlier terminated in accordance with the terms hereof (the "Initial Term"). The parties may agree to extend the Initial Term of this Agreement upon the same terms and conditions as set forth herein, or upon such other terms and conditions as the parties may agree in writing, until such date as may be mutually agreed in writing (each an "Extension Term"). The Initial Term is referred to herein, together with any Extension Terms, as the "Term." The parties agree that no later than ninety (90) prior to the expiration of the Initial Term (and any Extension Term, as the case may be) the parties will discuss the terms upon which the Term of the Agreement may be extended.
3. Termination. After this Agreement has been in effect for sixty (60) days, either party may terminate the Agreement without cause upon thirty (30) days' written notice without liability or continuing obligation other than with respect to any fees and/or expense reimbursement due to Marlowe & Company through the effective date of termination.
4. Fees. Marlowe & Company will bill the Client \$3,600.00 per month for services performed pursuant to this Agreement, such fees not to exceed \$43,200.00, in the aggregate, during the first twelve (12) months of the Term.

5. Expenses. The fees described in Section 4 above include up to two (2) visits by Marlowe & Company personnel to the Client's offices. Such fees do not include, however, payment (or reimbursement) for expenses incurred by Marlowe & Company, if any, in connection with (i) visits to the Client's offices in excess of the number of visits set forth in the foregoing sentence, or (ii) out-of-town travel undertaken by Marlowe & Company personnel at the request of the Client. Any reasonable and necessary costs incurred by Marlowe & Company in connection with such additional visits and/or out-of-town travel shall be paid (or reimbursed) by the Client upon presentation of reasonable back-up documentation.
6. Accountings and Updates. Marlowe & Company shall account each month to the Client for the time it has spent in performance of the services above and shall maintain contact with a designated representative of the Client by telephone, fax, mail, and/or e-mail to inform said representative of developments regarding the projects involved and respond to said representative's comments and questions in a prompt and appropriate manner.
7. Representations and Warranties. Each party to this Agreement represents and warrants that its execution and delivery of this Agreement has been duly and validly authorized, that all necessary actions have been taken to make this Agreement a legal and valid obligation binding upon it, enforceable in accordance with its terms, and that such party is not subject to any prior obligations or agreements that would restrict or interfere in any way with the full and prompt performance of such party's obligations hereunder.
8. Non-Solicitation. The Client hereby agrees that both during the Term and for a period of one (1) year following the expiration or earlier termination of this Agreement for any reason (the "Covered Period"), the Client shall not, directly or indirectly, either alone or on behalf of any other person or entity, solicit for employment or otherwise engage (whether as an independent contractor or otherwise) any person who was employee of Marlowe & Company during the Covered Period and with whom the Client had contact or who became known to the Client in connection with Marlowe & Company's performance under the terms of this Agreement. The Client acknowledges that monetary damages would be inadequate to remedy a breach of this Section 8 and, therefore, that, notwithstanding anything to the contrary set forth in Section 12 below, in the event of its breach or threatened breach of this Agreement, in addition to any other available remedy at law or in equity, Marlowe & Company shall be entitled to injunctive relief without the need to post any bond or provide any other security therefore or to prove special damages.
9. Confidentiality.
 - a. Each party agrees that any Confidential Information (as defined below) received by such party belonging to the other party shall be treated by the receiving party in full confidence and shall not be revealed to any third party in any manner whatsoever, directly or indirectly, except as specifically permitted by the terms of this Agreement, unless the receiving party is required to do so by applicable law or regulation or pursuant to a binding order of a court of competent jurisdiction or of a governmental agency that has jurisdiction over the receiving party. Each party agrees that the obligations imposed hereunder will apply to all Confidential Information, except where the receiving party can demonstrate that such information: (1) was known to the receiving party prior to the

disclosure and was received in a manner free of any restriction against use or disclosure; (2) was publicly known as of the date of the disclosure; (3) becomes publicly known after the date of disclosure through no fault of the receiving party or any person or entity to whom receiving party has disclosed the information; (4) is received from a third party who has no obligation of confidentiality to the disclosing party; or (5) is developed independently by the receiving party.

b. "Confidential Information" means and includes, in the broadest applicable fashion, all information (whether in written, oral, or other tangible or intangible form) relating in any way to the disclosing party's current, historical or future business and business activities and operations, including financial condition such as its assets, liabilities, income, expenses, accounting data, taxes and cash flow; business, technical and scientific concepts, processes and technical data; know-how and other intellectual property obtained or developed by the disclosing party or any consultants, employees or members of the disclosing party; business plans, strategic plans, and operations; as to prospective clients, the proposed or negotiated terms of any contract by which such prospective client would engage the disclosing party's services; as to potential investors in or lenders to the disclosing party, the proposed or negotiated terms of any such investment or loan; potential asset, property, business or stock acquisition or divestment opportunities and plans; prospects, status and provisions of actual and contemplated agreements relating to loans, lines of credit, letters of credit, and guarantees and other credit enhancements; pricing policies; research plans and results; legislative, administrative, litigation and other proceedings, in any forum; insurance policies and claims; employment and consulting agreements, compensation arrangements and benefit plans and programs; the terms and conditions of the disclosing party's client contracts; trade secrets; and other proprietary or confidential information; all with respect to the disclosing party, its affiliates or clients. Each party further acknowledges that any information and materials received by the other party from third parties in confidence (or subject to non-disclosure or similar covenants) and disclosed to the other party in the performance of this Agreement shall be deemed to be Confidential Information for purposes of this Agreement.

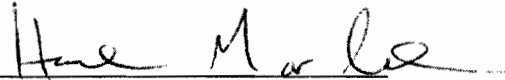
10. Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the District of Columbia (or United States federal law, to the extent applicable), including any applicable statutes of limitation, without regard to any otherwise applicable principles of conflicts of law or choice of law rules (whether of the District of Columbia or any other jurisdiction) that would result in the application of the substantive or procedural rules or law of any other jurisdiction.

11. Severability. If any court of competent jurisdiction determines that any provision of this Agreement contravenes or is invalid under the laws of any state, country or other jurisdiction where this Agreement is applicable but for such contravention or invalidity, such contravention or invalidity shall not invalidate all of the provisions of this Agreement but rather, to the extent permitted under the laws of the applicable jurisdiction, such provision will instead be construed to give effect to its intent to the maximum extent possible, and the Agreement otherwise shall be construed, insofar as the laws of the applicable jurisdiction are concerned, as containing the provision(s) as so reformed or (if such provision(s) cannot be so reformed) as not containing the provision or provisions contravening or invalid under the laws of the applicable jurisdiction, and the remaining rights and obligations created hereby shall be construed and enforced accordingly.

12. Notices. Any notice required or permitted hereunder shall be sent by personal delivery, facsimile, prepaid courier service or registered or certified mail, return receipt requested, in each case addressed, if to the Client, to its then principal office, or, if to Marlowe & Company, to its then principal office. All notices shall be effective only upon actual receipt by the addressee thereof or tender and rejection of delivery.
13. Waiver. No waiver by any party hereto or thereto of any one or more breaches or defaults by the other party in the performance of any of the provisions shall operate or be construed as a waiver of any future breaches or defaults, whether of a like or different nature. No failure or delay on the part of any party in exercising any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Neither party shall be required to give notice to enforce strict adherence to all terms hereof.
14. Arbitration. In the event that a dispute, controversy or claim should arise between the parties to this Agreement concerning their rights and obligations pursuant to this Agreement or otherwise arising out of or relating to this Agreement, including the interpretation, performance, breach, termination or invalidity of this Agreement or the arbitrability of any such issue shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., before a single neutral arbitrator in the Washington, DC metropolitan area pursuant to and in accordance with the Commercial Arbitration Rules of the American Arbitration Association as in force at the time. The award rendered by arbitrator shall be final and binding upon both Parties and shall be enforceable in any court of competent jurisdiction, or any party may seek confirmation or enforcement of such award in any such court, as applicable. Subject to the terms of Section 8 above, this Section 12 shall be a complete defense to any suit, action or proceeding instituted before any court or agency with respect to any matter resolvable hereunder, provided, however, that, notwithstanding this provision, any party may seek interim judicial relief in aid of informal dispute resolution or arbitration, to prevent a violation of this Agreement pending informal dispute resolution or arbitration or to enforce any informal dispute resolution or arbitration award.
15. Entire Agreement. This Agreement constitutes the complete understanding between the Client and Marlowe & Company with respect to the subject matter hereof, and no statement, representation, warranty or covenant has been made by either party with respect thereto except as expressly set forth herein. This Agreement shall not be altered, modified or amended except by a written instrument signed by each of the parties hereto.
16. Counterparts. This Agreement may be executed by the parties in separate counterparts (including via facsimile), each of which, when so executed and delivered, shall be an original, but all of which, when taken as a whole, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the day and year written above.

For Marlowe & Company:



Name: Howard Marlowe

Title: President

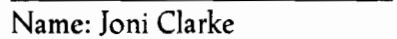


Name: Joshua J. Gaboton

Title: Principal

Witness

For South Padre Island, Texas



Name: Joni Clarke

Title: City Manager



Name:

Witness

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Victor Baldovinos, Environmental Health Services Director

ITEM

Approve Inter-local agreement contract with the Lower Rio Grande Development Council (LRGDC) for a Regional Solid Waste Grants Program.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

**Lower Rio Grande Valley Development Council
Inter-local Contract
CONTRACT SIGNATURE PAGE**

Contract Name: REGIONAL SOLID WASTE GRANTS PROGRAM		
Contract Number: 10-21-G03		
Performing Party: City of Town of South Padre Island		
Performing Party Identification Number:		
Maximum LRGVDC Obligation: \$ 30,000.00	Effective Date: Date of last signature	Expiration Date: August 31, 2010
<p>The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of the United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code Chapter (§) 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by LRGVDC for its own convenience with 30 days written notice. The purpose of this Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste disposal fee revenue funds in support of local and regional solid waste projects consistent with the LRGVDC authorized §363.064(b) of the Texas Health and Safety Code Regional Solid Waste Management Plans (RSWMPs), and to update and maintain those plans. To enable the PERFORMING PARTY to carry out or conduct various municipal solid waste management-related services and activities within the PERFORMING PARTY's regional jurisdiction that support the implementation of the RSWMP. To administer an efficient and effective, solid waste grant implementation program.</p>		
Parties to the Contract:	Lower Rio Grande Valley Development Council (LRGVDC)	Town of South Padre Island
By (Authorized Signature):		
Printed Name:	Kenneth N. Jones, Jr.	Robert N. Pinkerton, Jr.
Title:	Executive Director	Mayor
Date of Signature:		
Contract Manager Name:	Marcie Oviedo	Victor Baldovinos
Contact Numbers:	956-682-3481	956-761-3226
Finance Representative:	Ann Lyles	Larry Homan

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Qualifying Conditions
X	Documents Created During the Contract (including any minor contract changes, budget amendments, or COG-Managed Projects approved by LRGVDC in accordance with Contract procedures)
X	Specifications & Standards for Performance
X	Contract Funding
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Reimbursement Agreement**

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

- 3. Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

- 3-1.** Cities.
- 3-2.** Counties.
- 3-3.** Public schools and school districts (does not include Universities or post secondary educational institutions).
- 3-4.** Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- 3-5.** Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

- 4. Contract Amendments:** This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.
- 5. Contract Documents:** The working documents, presented in order of preference, are:
- 5.1.** This LRGVDC Grant Agreement.
 - 5.2.** PERFORMING PARTY'S Budget Form (Attachment 1).
 - 5.3.** Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

- 6. Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
- 6-1.** The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
 - 6-2.** Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

- 7. Budget Category Expense Records and Documentation.** The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.
- 7-1. Personnel/Salary.** The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.
- 7-1-1.** Time sheets that have been signed and approved.
- 7-2. Travel.** PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.
- 7-3. Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.
- 7-3-1.** Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.
- 7-4. Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000, or more with an estimated useful life of over one year.
- 7-4-1.** PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.
- 7-4-2.** Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.
- 7-5. Contractual.** Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.
- 7-5-1.** No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.
- 7-5-2.** The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.
- 7-5-3.** No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.
- 7-5-4.** Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.
- 7-5-5.** All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.
- 7-6. Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.
- 7-6-1.** No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than \$5000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.
- 7-6-1-1.** Books and reference materials.
- 7-6-1-2.** Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing,

- by the LRGVDC).
- 7-6-1-3. Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement.
 - 7-6-1-4. Postage, telephone, FAX, and utilities expenses.
 - 7-6-1-5. Printing and reproduction expenses.
 - 7-6-1-6. Advertising and public notices.
 - 7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).
 - 7-6-1-8. Repair and maintenance costs.
 - 7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.
 - 7-6-1-10. Space and equipment rentals.
 - 7-6-1-11. Signs.
 - 7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.
 - 7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.
- 7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.
- 7-7. **Additional Expense Records.** If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

- 8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports. However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.
- 8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.
- 8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.
- 8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.
- 8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.
- 8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

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IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.
10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:
- Insert Deliverables

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.
- 11-1. The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for Local Enforcement Program and originally purchased for the program.
- 11-2. The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
- 11-3. Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
- 11-4. The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
- 11-5. The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment C: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.
- 11-6. The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly. If no costs have been incurred a report must be submitted indicating no costs incurred.
- 11-7. The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.
- 11-8. In addition, the PERFORMING PARTY must submit to the LRGVDC a results report each quarter. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.
- 11-9. All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment A: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

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VIII. OTHER REPORTS

- 14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.
- 14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY at least four weeks in advance of such requests for oral reports. Note that the committee typically meets quarterly.

IX. SPECIAL TERMS AND CONDITIONS

- 15-1. Availability of Funds. It is the understanding of the parties that the source of the funds provided by the LRGVDC is the Solid Waste Disposal and Transportation Fees, as proscribed in Texas Health and Safety Code §363.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code §363.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account. The PERFORMING PARTY shall place this notice in all subgrants and subcontracts.
- 15-2. PERFORMING PARTY agrees that the purpose of this Agreement is to provide a grant to financially assist PERFORMING PARTY in performing and creating the Work as its own project and therefore, PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code Chapter 2251.
- 15-3. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the LRGVDC, are not eligible to receive subgrant funding from the PERFORMING PARTY. The PERFORMING PARTY shall allow a potential subgrant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the PERFORMING PARTY with documentation of payment of the fees, such as a canceled check or receipt from the state, the PERFORMING PARTY may consider that applicant to be eligible to receive subgrant funding under this agreement.
- 15-4. Local and regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission –TBPC) Regulations, are not eligible to receive subgrant funds from the PERFORMING PARTY.
- 15-5. The activities funded under this Agreement, both projects conducted by the PERFORMING PARTY or as a part of a subgrant, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.
 - 15-5-1. §361, §363, and §364 of the Texas Health and Safety Code.
 - 15-5-2. Title 30 TAC §330, Subchapter O, LRGVDC Rules.
 - 15-5-3. Title 30 TAC §14, LRGVDC Rules.
 - 15-5-4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 - 5.167, (collectively, "UGMS").
 - 15-5-5. Title 1 TAC §5.85-5.86, Governor's Office Regulations.
 - 15-5-6. General Appropriations Act, 81st Legislature.
 - 15-5-7. Pursuant to §391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

- 16-1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 16-2. **Renewal and Extension Period.** The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other

deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

- 17-1. "Include." The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

18. FUNDS

- 18-1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.
- 18-1-1. Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.
- 18-2. **Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.
- 18-3. **Grants.** If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

- 19-1. **Conforming Activities.** LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.
- 19-2. **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of December 18, 2007 is <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. LRGVDC Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

20. REIMBURSEMENT

- 20-1. **Contract for Reimbursement.** The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.
- 20-2. **Reimbursement Request Deadline.** Performing Party shall submit all requests for payment to LRGVDC prior to August 15, 2010.
- 20-3. **Reimbursement Requests.** Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.
- 20-4. **Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
- 20-5. **Supporting Records.** Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
- 20-6. **Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.
- 20-7. **Historically Underutilized Businesses.** Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

- 22-1. Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 22-2. State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 22-3. Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

- 23-1. Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 23-2. Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.
- 23-3. Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 23-4. No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party, and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

- 26-1. Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.
- 26-2. Grant of License.** Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC

purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

- 27-1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 27-2. **Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

- 28-1. **Termination for Cause.** LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.
- 28-2. **Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 28-3. If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

- 29-1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 29-2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

- 30-1. **Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.
- 30-2. **Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:

- 30-2.1. Issue notice of nonconforming performance;
 - 30-2.2. Reject nonconforming performance and request corrections without charge to the LRGVDC;
 - 30-2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 30-2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 30-2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 30-2.6. Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.
- 30-3. Notwithstanding Section 16.2, no adverse action shall be taken against the Performing Party, unless the non-conformity is material to the contract, the Performing Party has been notified of the non-conformity, and the Performing Party has been given a reasonable opportunity to correct the non-conformity.
- 30-4. **Cumulative Remedies.** LRGVDC rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 31-1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 31-2. **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

- 32-1. **Authority for Indirect Cost Rates.** The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.
- 32-2. **Indirect Cost Rate of Contract Activities.** The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.
- 32-3. **Application Indirect Cost Rate, Councils on Government.** A regional planning commission may not spend more than 15% (fifteen percent) of its total expenditures, less capital, on indirect costs. This 15% (fifteen percent) restriction applies to the Authorized Expense Budget in this Agreement for each fiscal year, even if the Cognizant or Coordinating agency approves a rate greater than 15% (fifteen percent). Where an indirect cost exceeds 15% (fifteen percent), the regional planning commission will credit the LRGVDC by reducing indirect charges on a pro rata basis in the subsequent fiscal year.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

34. MISCELLANEOUS

- 34-1. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 34-2. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County. This provision does not waive LRGVDC's sovereign immunity.
- 34-3. **Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.
- 34-4. **Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.
- 34-5. LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 34-6. **Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.
- 34-7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.
- 34-8. **Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION**ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE**

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Marcie Oviedo
(Name)
Program Administrator
(Title)
Lower Rio Grande Valley Development Council
P.O. Box 13087
Austin, Texas 78711-3087

Telephone No.: (956) 682-3481Facsimile No.: (956) 682-3295E-mail: moviedo@lrgvdc911.org**ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE**

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:

Larry Homan
(Name)
Finance Director
(Title)
4601 Padre Blvd
(Mailing Address)
South Padre Island, Texas 78597
(City) (State) (Zip Code)

Telephone No.: (956)-761-3049Facsimile No.: (956)-761-3892E-mail: lhoman@townspi.com

For Contractual Matters:

Robert N. Pinkerton, Jr.
(Name)
Mayor
(Title)
P.O. Box 3410
(Mailing Address)
South Padre Island, Texas 78597
(City) (State) (Zip Code)

Telephone No.: (956)-761-6456Facsimile No.: (956)-761-3045E-mail: rnpijr@aol.com**ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW**

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Victor Baldovinos
(Name)
Program Administrator
(Title)
4601 Padre Blvd
(Mailing Address)
South Padre Island, Texas 78597
(City) (State) (Zip Code)

Telephone No.: (956)-761-3226Facsimile No.: (956)-761-3898E-mail: vbaldivinos@townspi.com

Attachment 1

EXPENSES	
Personnel / Salaries <i>List personnel, # of hours, salary charged to grant</i>	\$
Fringe Benefits	\$
Travel <i>List & itemize travel expenditures</i>	\$
Supplies <i>List & itemize detailed travel expenditures</i>	\$
Equipment <i>List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	\$ 8,000.00
16ft Enclosed Utility Trailer	
Construction <i>List & itemize construction expenditures</i>	\$ 16,100.00
Fence/Removal and Installation, pouring of concrete slab and build shed	
Contractual <i>List & itemize contractual expenditures (other than construction)</i>	\$ 1,400.00
Electric and Plumbing work	
Other <i>List & itemize other expenditures</i>	\$ 4,500.00
3 Recycling bins (\$3,600), 1 hand washing bin (\$100), and 1 cleaning/washing bins (\$800)	
Indirect Charges	\$

TOTAL FUNDING \$ 30,000.00

Attachment A:**Work Program of Tasks to be completed by PERFORMING PARTY**

GOAL: The PERFORMING PARTY will open a recycling center three (3) days a week in the Town of South Padre Island. The drop off location will serve as a way for visitors to help maintain the cleanliness of the Island and reduce waste disposal into the landfill.

Objective 1: IDENTIFY PROJECT COORDINATOR

- 1) Task/Deliverable: Town of SPI will identify Project Coordinator for this program.
- 2) Task/Deliverable: Reduce waste generation disposal and develop responsible waste disposal practices within the community.

Completion Time Frame: January, 2010

Objective 2: PURCHASE UTILITY TRAILER AND RECYCLING BINS

- 1) Task/Deliverable: Funds will be used to purchase an enclosed utility trailer and three (3) recycle bins to hold recycle material at the Recycling Center. SPI will also purchase a hand washing bin and cleaning/washing bins, follow appropriate procurement procedures.

Completion Time: February, 2010

Objective 3: CONSTRUCT SLAB FENCE

- 1) Task/Deliverable: Construct slab fence to build shed.

Completion Time: March, 2010

Objective 4: REPORT ON PROGRESS AND RESULTS OF PROGRAM

- 1) Task/Deliverable: The Project Coordinator will measure and document the following: 1) amount (in tons) of brush/yard waste, glass metal, plastic, cardboard, newspaper, other paper, or C&D debris diverted; 2) document the number of months material collected; 3) average monthly diversion amount (in tons); 4) document total of persons served; 5) document total revenue from sale of diverted material; 6) average monthly revenue; 7) document total disposal costs avoided; 8) average monthly disposal cost avoided. The documented information should be included in the Pass-through Grant Summary Report and Results report forms. Financial documentation should also be included and submitted in the Summary of Pass-through Grant Expenditures and the Request for Reimbursement when necessary.

Completion Time Frame: Submit the Pass-Through Grant Summary Report and the Summary of Pass-Through Grant Expenditures on a quarterly, the last Friday of the month for the length of the contract period. Submit Results on a quarterly basis; through the end of the contract period.

- 2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

Completion Time Frame: Submit the end of contract report by August 31, 2010.

5-35

- 3) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the applicable forms as determined by the LRGVDC. The Project Coordinator will submit Follow-up Reports using the applicable forms to be determined and as requested by the LRGVDC.

Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

5-36

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Joni Clarke, City Manager

ITEM

Approve Second and Final reading of Ordinance No. 10-01 establishing an independent Board of Ethics.

ITEM BACKGROUND

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

ORDINANCE NO. 10-01

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 ESTABLISHMENT OF AN INDEPENDENT BOARD OF ETHICS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

WHEREAS, Section 7.01 of the City of South Padre Island City Charter provides that the City Council shall by ordinance establish an independent Board of Ethics to establish a Code of Ethics and to administer and enforce the conflict of interest and financial disclosure State laws; and

WHEREAS, the City Council wishes to establish such Board to be composed of five (5) members.

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 III, as follows:

“ARTICLE III Board of Ethics

Sec. 2-70 Board of Ethics.

A Board of Ethics is hereby established to be composed of five (5) members all of whom shall reside in the City of South Padre Island.

Sec. 2-70.1 Member Positions.

Each member of the Board of Ethics shall be appointed by the City Council and occupy a position on the Board. Such positions shall be numbered 1 through 5.

Sec. 2-70.2 Member Terms.

The Board members shall be appointed for two (2) year staggered terms. Positions 1, 3 and 5 shall expire on February 1, 2011 and thereafter those positions shall be filled with successive two-year terms and positions 2 and 4 shall expire on February 1, 2012 with successive two-year terms. Any vacancies for a position shall be filled for the unexpired term of that position. A member shall hold office until his/her successor has been appointed by the City Council.

Sec. 2-70.3 Chairman of Board.

The Board shall elect a Chairman and the Vice-Chairman to a one-year term. The Vice-Chairman shall act as Chairman in the absence of the Chairman.

Sec. 2-70.4 Quorum.

Three or more members of the Board shall constitute a quorum but no action of the Board shall be of any force or effect unless it's adopted by a favorable vote of four (4) or more members.

Sec. 2-70.5 Code of Ethics.

The Board of Ethics shall establish a Code of Ethics and administer and enforce the conflict of interest and Finance Disclosure State Laws.

Sec. 2-70.6 Prohibition.

No member of the Board of the Board may hold elective or appointed office under the City or any other government or hold any political party office.

Sec. 2-70.7 Authority.

City Council authorizes the Board to issue binding opinions, conduct investigations on its own initiative and on referral or complaint from officials or citizens, subpoena witnesses and documents, refer cases for prosecution, impose administrative fines, and to hire independent counsel with City Council approval.

Sec. 2-70.8 Training.

The Board will provide annual training and education of City Officials and employees, including candidates for public office, regarding the ethics code established by the Board."

Section 2. 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 Board of Aldermen that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

Section 3. All other ordinances or portions of ordinances that may be in conflict with the provisions of this ordinance are hereby repealed.

PASSED, APPROVED, AND ADOPTED on First Reading, this 6th day of January 2010.

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

ATTEST:

CITY OF SOUTH PADRE ISLAND,
TEXAS

SUSAN HILL, CITY SECRETARY

ROBERT N. PINKERTON, JR. MAYOR

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Joni Clarke, City Manager

ITEM

Discussion and action regarding several capital projects (land acquisition, fire station, community center, town square, Padre Boulevard revitalization and Gulf Boulevard redesign) to be financed by issuing general obligation bonds and which capital projects will be placed on the May 8, 2010 ballot.

ITEM BACKGROUND

On September 22, 2009, the City Council unanimously agreed to postpone placing several capital projects on the ballot for the November election that would ask the voters to issue approximately twenty million dollars in debt. This delay would allow for further evaluation of the proposed projects and give additional time to give further definition to the projects based on citizen input. On January 12, 2010, the City of South Padre City Council held a workshop to fully discuss which capital projects will be placed on the May 8, 2010 ballot and how the projects would be organized into proposals and presented to the voters.

The proposed projects and related cost include:

Town Square, Community Center and Land Acquisition (North Block and Baptist Church)	\$6,665,000
Padre Boulevard Revitalization	\$8,000,000
Gulf Boulevard Redesign	\$3,000,000
Fire Station	\$2,500,000

(Note that Fire Station funding consists of \$1,100,000 from the ORCA Grant, \$900,000 earmarked from reserves and \$2,500,000 in general obligation bonds for a total budget of \$4,500,000)

TOTAL	\$20,165,000
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RECOMMENDATIONS/COMMENTS

In order to meet the deadline of March 8, 2010 to order an election, we need to obtain closure on which projects will be presented to the voters for consideration.

BUDGET/FINANCIAL SUMMARY

The impact to the tax rate will be approximately 7 1/2 cents per \$100 of taxable assessed valuation.

COMPREHENSIVE PLAN GOAL

Goal 3.C - Commercial and residential development should encourage a walking and bicycling convenience and experience.

Goal 3.L - Zoning should be flexible enough to allow for building alternatives that provide open space and views.

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

Goal 5.V - Provide indoor facilities and recreational programming.

Goal 6.I - Continue to provide adequate public services including public works, fire and police protection.

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

BOARD ACTION

Motion: _____

Second: _____

Vote: Ayes: _____ Nays: _____

Abstentions: _____

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Burney Baskett/ Fire Chief

ITEM

Discussion and action regarding the design of new Fire Station with selected Architectural firm (BRW). Receive direction from Council on timeline, overall design, and exterior "style".

ITEM BACKGROUND

The City of South Padre Island is has previously awarded a contract to BRW for design of a new Fire Station.

RECOMMENDATIONS/COMMENTS

Direction from Council

BUDGET/FINANCIAL SUMMARY

N/A – update on current project

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.

CITY COUNCIL

Motion: _____

Second: _____

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

Abstentions: _____

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Alita Bagley, Council Member

ITEM

Discussion and action to provide staff additional direction regarding the Padre Boulevard Pedestrian Safety Demonstration Project.

ITEM BACKGROUND

The demonstration project was approved by City Council after the City Council accepted and approved a recommendation from the Padre Boulevard Revitalization Committee to create two pedestrian demonstration projects on Padre Boulevard. The demonstration project's goal was to realize through urban design, engineering and public-private partnerships, that enhanced safety and a more attractive pedestrian friendly environment could be implemented on Padre Boulevard. Additionally, the City Council desired to complete the project prior to the proposed bond initiative in hopes of providing citizens the opportunity to experience the pedestrian enhancement first hand.

Given our private partner's concern with the schedule of proposed construction project, the project's impact on spring break business activities and the City's proposed bond referendum date, it appears unlikely the project can be implemented to meet all parties desired dead-lines.

Specifically, the following impediments to meeting the demonstration project dead-lines were identified during the project development phase of the demonstration project and in all likelihood would prevent the implementation of similar projects at additional locations on Padre Boulevard.

First a project must navigate the regulatory maze of the Subdivision Ordinance, Zoning Ordinance, Standards and Specifications Manual and all Building Safety Codes to permit the project. The Zoning Ordinance contains building setback regulations and parking regulations that could derail a project unless a project is granted required variances from the Board of Adjustments. Typically, a variance must be substantiated by a "hardship" and in the event a hardship does not exist an alternative regulatory tool must be developed in order to allow the project to proceed. A variance is a 45 day process as outlined by the Local Government Code. A Zoning Code amendment takes approximately 60 to 90 days to complete as required by the Local Government Code.

With variances in place, a project must also be reviewed and approved by the Development Plan Review Board. Within the DPRB review process, a project may be at a certain point of design in accordance with Board of Adjustment granted variances but may not necessarily be in concert with the design goals of the DPRB. Lack of a clear regulatory scope and clear review and approval responsibility, the approval process will continue to challenge similar projects unless addressed in a regulatory redesign.

Unlike traditional street improvement projects, street enhancement projects should also include coordination and involvement with an experienced landscape architect. Traditional civil engineering street design processes often lack the detail and continuity in design that a landscape architect would contribute to design and plan development process of street enhancement projects.

In order to avoid damage or delays to either public or private party's projects, coordinating the construction schedules of the respective projects is necessary. In the case of the Padre Boulevard demonstration project, scheduling and coordination of construction activities must also be balanced and managed with the goal of minimizing the impact of existing retail activity. Construction interference with existing businesses is a challenge that may lead to project opposition and a lack of participation by private sector partners.

RECOMMENDATIONS/COMMENTS

Option 1. Continue demonstration project despite proposed bond initiative to display alternative safe street design and public-private sector development opportunities as proposed by the 2008 Comprehensive Plan.

Option 2. Identify alternative site focused on pedestrian path and private easement.

Option 3. Cancel demonstration project.

BUDGET/FINANCIAL SUMMARY

Design services to date have cost approximately \$3,000.

COMPREHENSIVE PLAN GOAL

South Padre Island 2020 Padre Boulevard has been transformed as an imageable and visually exciting tree-lined corridor. New and retrofitted buildings are harmonious in design, signage is appropriate in scale and understated in design. The visual impact of overhead utilities have been reduced by taking advantage of technological innovations and other opportunities to cost effectively place utilities underground. Where, feasible, excessive front paved areas have been removed and replaced with landscaping and generous sidewalks and bike lanes.

Transportation and Mobility Goals

8-2

2. Pedestrian mobility must be improved to enhance the Island's walk-ability and attractiveness for visitors.

Chapter 3. Land Use

3.C Commercial and residential development should encourage a walking and bicycling convenience and experience.

3.L Zoning should be flexible enough to allow for building alternatives that provide open space and views.

Chapter 4. Mobility

Mobility Issues

4. Enhanced Pedestrian Environment. The volume of daily visitors heightens the importance of pedestrian mobility. Overcoming challenges such as high traffic streets, driveways, public streets, and lack of sidewalks on the side streets, must become a priority.

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

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Alita Bagley, Council Member

ITEM

Discussion and action to consider the adoption of an ordinance to prohibit the use of plastic shopping bags in the City of South Padre Island.

ITEM BACKGROUND

We all know that litter is a major problem on South Padre Island and plastic shopping bags are one of the most prolific offenders. Many communities, including Brownsville have taken steps to limit the use of plastic bags. I would like to propose adopting an ordinance to prohibit the use of plastic shopping bags. However, prohibiting the use in the City of South Padre Island will have a limited affect since many of our consumers shop in Port Isabel. Therefore, I would also suggest that we enter into discussions with the Mayor and City Commission in Port Isabel to explore their level of interest in following suit. Mayor Vega and I had a discussion such as this last year but at the time, HEB and Walmart were not in support. However, it is my understanding that both Walmart and HEB in Brownsville were in full support of the ban so attitudes have obviously changed.

There are options available for merchants such as reusable bags and biodegradable bags and we could work with them to assist in finding initiatives to move toward these alternatives.

As an eco-tourism destination, we should be the leaders in taking steps to reduce, reuse and recycle and I believe this is an important step in doing so.

RECOMMENDATIONS/COMMENTS

Direct staff and City Attorney to research our options to prohibit plastic shopping bags through ordinance revisions, bring back wording for an ordinance and a possible implementation plan. Enter into discussion with Port Isabel to encourage them to follow the same direction. Direct staff to explore initiatives for the city to assist merchants through alternative resources to assist with the change.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

BOARD ACTION

Motion: _____

Second: _____

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

Abstentions: _____

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Alita Bagley, Council Member

ITEM

Discussion and action to direct City Attorney to amend the Code of Ordinances, Chapter 11, Occupational Licenses, Alcoholic Beverages, Miscellaneous Permits by adding the definition and regulations concerning Sweepstakes Terminals.

ITEM BACKGROUND

Due to the City Councils latest amendments to the ordinances by defining and requiring permits to operate "Amusement Redemption Machines", we have seen most (if not all) of the video gaming rooms disappear from our community. As we all know, there will always be ways to navigate around regulations and we are beginning to see that happen in the form of "Sweepstakes Terminals" From what I understand, the theory is, one can purchase, home or cell phone usage minutes for a "fee per-minute". Along with that purchase comes the chance to enter lottery. With each minute an individual purchases, they have the opportunity to enter into a lottery by logging on to a website. It is conceivable that by purchasing 10 minutes of phone usage, at 10 cents per minute, the individual would have 10 chances at entering and winning a lottery. The individual would be required to log-on to an internet website and enter the 'lottery' numbers assigned to his/her per minute purchase. Businesses can set up under the 'guise' of selling phone cards and provide the internet 'terminal' at which the customer can see if he/she has a chance to win.

Sweepstakes Terminal 'gaming' has been determined, in several legal instances, to be fully legal within the laws of the State of Texas and therefore we are not dealing with an illegal activity. However, many communities throughout the state of Texas as well as other states, have been inundated with the proliferation of businesses who cater solely to the purchasers of these types of sweepstakes purchases.

I believe we should be proactive in dealing with yet another way for possible questionable activities to be shrouded under the umbrella of 'legal' gaming.

RECOMMENDATIONS/COMMENTS

Direct City Attorney to amend our Code of Ordinances, Chapter 11, Occupational Licenses, Alcoholic Beverages, Miscellaneous Permits to include the definition and regulations concerning Sweepstakes Terminals.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL**COUNCIL ACTION**

Motion: _____

Second: _____

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

Abstentions: _____

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Bob Fudge, Chairman - Form Based Code Commission

ITEM

Discussion and Action to authorize the Chairman of the Form Based Code Commission to negotiate a final scope of services, fee, and contract with Gateway Planning Group to assist the City of South Padre Island with the development of a Form Based Code for Padre Boulevard and the Entertainment District.

ITEM BACKGROUND

See backup material

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

To be negotiated.

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

MEMORANDUM

TO: Joni Clarke, City Manager
City of South Padre Island

FROM: Robert A. Fudge, Chairman
Form Based Code Commission

SUBJECT: Selection of Consultant
New Code Preparation

DATE: January 13, 2010

I wish to update you on the work of the Form Based Code Commission on the selection of a consultant to assist the City with the preparation of the new codes for the Entertainment District and Padre Boulevard.

Briefly, the history to date is as follows:

October 13, 2009 Selection committee established. Membership is the FBC Commission and City Council Members Alita Bagley and Jo Ann Evans.

October 30, 2009 RFQ's due. Nine (9) responses were received. List of firms attached.

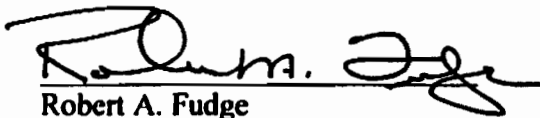
December 15, 2009 Commission completed their evaluation and short listed to three (3) firms Gateway, Knudson and Opticos

January 6 & 7, 2010 Firms interviewed by Commission Selection Committee.

January 12, 2010 Selection committee prioritized consultants as follows:

- 1 Gateway
- 2 Opticos
- 3 Knudson

The Commission wants to keep the process moving ahead as the estimated time to get the work completed is nine (9) months. Therefore, we are requesting the City Council authorize the Commission to meet with our first choice in an attempt to negotiate a final scope of services, an agreeable fee and contract. If we are not successful, we will move to firm 2. Once completed, the entire package will be presented to the City Council with our recommendation to enter into a contract for professional services.


Robert A. Fudge

RFQ Respondents for Form Based Code

**Opticos Design, Inc
Daniel Parolek, AIA, CNU - Principal
1285 Gillman Street
Berkeley CA 94706**

**Clarion Associates LLC
621 17th Street, Suite 2250
Denver, Colorado 80293**

**Code Studio
2401 east 6th street #2020
Austin, Texas 78702**

**Civic Design Associates
4621 Montrose Blvd #8240
Houston, Texas 77006**

**Torti Gallas and Partners, Inc
523 West 6th Street, Suite 212
Los Angeles, CA 90014**

**Gateway
101 Summit Avenue
Suite 606
Fort Worth, Texas 76102**

**Looney Ricks Kiss Architects
Ric Guenther, AIA
1210 W Clay, Suite 11
Houston, Texas 77019**

**Knudson, LP
8588 Katy Fwy Suite 441
Houston, Texas 77024**

**Mesa
1807 Ross Avenue
Suite 333
Dallas, Texas 75201**

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Development Plan Review Board (DPRB) / James Mitchim

ITEM

Discussion and action to approve Second and Final reading of Ordinance No. 10-02.

ITEM BACKGROUND

Sec. 15.14(c) states DPRB will 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.

RECOMMENDATIONS/COMMENTS

BUDGET/FINANCIAL SUMMARY

None.

COMPREHENSIVE PLAN GOAL

None.

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

ORDINANCE NO. 10-02

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE, ADDING THE DEFINITION FOR MURAL AND AMENDING THE DEFINITION FOR WINDOW SIGN AND AMENDING THE SIGN TABLE 15-2 BY PROHIBITING ALL WINDOWS SIGNS EXCEPT OPEN OR CLOSED, NAME OF STORE OR BUSINESS AND NATIONAL PRODUCT LOGOS AFTER FEBRUARY 1, 2012; AMENDING THE DEFINITION FOR MONUMENT SIGN TO PROVIDE NO SIGNAGE ON SKIRTING AND PROHIBIT METAL OR PLASTIC FOR SKIRTING; AMENDING SEC 15-11(B) TO REQUIRE MAINTENANCE OF SKIRTING PROVIDING FOR SEVERABILITY AND REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH VIOLATION; PROVIDING FOR THE EFFECTIVE DATE; 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. Section 15-2 Definitions of the Code of Ordinances of the City of South Padre Island is hereby amended to add a definition for Mural(s) to be inserted alphabetical and renumber the definitions thereafter, to wit:

(43) **Mural** is any piece of artwork painted directly on a exterior wall of a building or other large permanent exterior surface.

Section 2. Item (72)[Window Sign] of Section 15-2 Definitions of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows:

(73) **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.

Section 3. .Item (41)[Monument Sign] of Section 15-2 Definitions of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows:

- (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.

Section 4. Section 15-11(B) of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows

Sec. 15-11 Fees, Maintenance of and Abandoned Signs.

- (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 one of the two base colors 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.

Section 5. All Tables 15- of Chapter 15 of the Code of Ordinances is hereby amended to [deal with Widow signage], as follows: 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.

Section 6. This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

Section 7. 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 8. 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 9. This Ordinance shall become effective when published in summary form or by publishing its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this 6th day of January 2010.

PASSED, APPROVED AND ADOPTED on Second Reading, this 20TH day of January 2010.

ATTEST:

CITY OF SOUTH PADRE
ISLAND, TEXAS

Susan Hill, CITY SECRETARY

ROBERT N. PINKERTON, JR., MAYOR

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Scott Fry, Public Works Director

ITEM

Discussion and action to approve the First Reading of Ordinance No. 10-03 which amends Chapter 18 of the Code of Ordinances of the City of South Padre Island to establish permit parking along the portion of the east-west side streets that are located east of Padre Blvd.

ITEM BACKGROUND

In previous Board of Aldermen meetings, staff was directed to develop a strategy to restrict parking on the residential side streets. An ordinance has been developed which will restrict parking to those who have City issued hurricane return stickers. This restriction will apply from March 1st to September 15th between the hours of 8am and 6pm. Under this proposed ordinance, residents and long term renters will be able to get guest parking permits for their social events that may occur during the restricted time period. Staff has estimated that this ordinance will require approximately 280 new street signs (4 on short streets and 6 on long streets). The approximate cost of these signs is \$16,000.

RECOMMENDATIONS/COMMENTS

This item was initiated at the request of the Council.

BUDGET/FINANCIAL SUMMARY

This will require that \$16,000 are added to Budget item 01-543-0112.

COMPREHENSIVE PLAN GOAL

4.41 Develop and implement a comprehensive parking program.

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

ORDINANCE NO. 10-03

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TO ADD A NEW SECTION 18-19.1 TO PROHIBIT PARKING ON THE EAST TO WEST STREET RIGHT-OF-WAY LOCATED EAST OF PADRE BOULEVARD TO THE WEST RIGHT-OF-WAY LINE OF GULF BOULEVARD BETWEEN THE HOURS OF 8:00 A.M. AND 6:00 P.M. FROM MARCH 1 THROUGH SEPTEMBER 15 UNLESS THE VEHICLE DISPLAYS A HURRICANE RETURN STICKER, EXCEPTIONS FOR DELIVERY VEHICLES AND SERVICE VEHICLES WITH PROVISIONS FOR VISITOR PERMITS; PROVIDING FOR CRIMINAL PENALTY FOR VIOLATION NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.

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

Section 1. Chapter 18 of the Code of Ordinances of the City of South Padre Island is hereby amended to add a new Section 18-19.1 to read as follows:

"Sec. 18-19.1 Restricted Parking on Residential Streets.

- (A) No person shall stop, stand or park a vehicle in or on the street Right-of-way of the streets east of the east Right-of-way line of Padre Boulevard to the West Right-of-way line of Laguna Boulevard between the hours of 8:00 A.M. and 6:00 P.M. from March 1st to September 15th of each year unless said vehicle has affixed in the upper left portion of their windshield and displays a hurricane return sticker issued by the City.
- (B) Residents holding a driver's license indicating a South Padre Island address or a utility bill for a South Padre Island address or a rental contract of 30 days or longer for property located on one of side streets east of Padre Boulevard may obtain a visitors permit from City Hall that will be valid for a specified date to allow for gatherings at private homes. Such visitor's permit must be hung on the rear view mirror that will be dated and will be discarded after the date of use.
- (C) Service vehicles (i.e. air conditioning company vehicles, plumbing vehicles, etc) as well as delivery vehicles may park on said streets for a maximum of two (2) hours without displaying or obtaining a permit. Such service or delivery vehicles must contain markings on the vehicle indicating their business.

(D) A person shall not be deemed guilty of violating this Section if such standing, stopping or parking is necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, or for a shuttle bus that is picking up or discharging passengers.

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

Section 3. Any violation of 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 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 summary form or by publishing its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this 20th day of January 2010.

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

ATTEST:

CITY OF SOUTH PADRE
ISLAND, TEXAS

Susan Hill, CITY SECRETARY

ROBERT N. PINKERTON, JR., MAYOR

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
PUBLIC HEARING**

MEETING DATE: January 20, 2010

PUBLIC HEARING:

ITEM DESCRIPTION

Conduct Public Hearing to discuss proposed amendment to Chapter 20 Zoning Ordinance to create a Zoning Board of Adjustment in accordance with the Texas Local Government and the City Charter.

RECOMMENDATIONS/COMMENTS

1. The Mayor opens the Public Hearing by reading the caption from the Board's agenda.
2. The Mayor asks if anyone is present to speak in favor of proposed amendment creating a Zoning Board of Adjustment.
3. Once everyone in favor has spoken, the Mayor asks if anyone is present to speak in opposition to proposed amendment creating a Zoning Board of Adjustment.
4. Once everyone in opposition has had an opportunity to speak, the Mayor will then close the Public Hearing.

Please keep in mind that the Board will normally have discussion and action during the next item on the agenda. The Public Hearing is for the purpose of receiving comments from the public. It is not necessary for the Board Members to respond to the public at this time. If a member of the public raises a question, the members of the Board should make note of it to address during the next discussion and action item after the Public Hearing has been closed.

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Rick Vasquez, Transit and Planning Director

ITEM

Discussion and action to amend Chapter 20 Zoning Ordinance to create a Zoning Board of Adjustment in accordance with the Texas Local Government and the City Charter.

ITEM BACKGROUND

The Zoning Board of Adjustments (ZBA) will consist of 5 members appointed by the City Council for two year terms. The ZBA will also have three alternate members to facilitate the development of a quorum given state law requires 75% of the board members to be present in order to render decisions.

The ZBA will be empowered to:

- 1). Hear appeals to administrative decisions relative to the Zoning Ordinance.
- 2). To consider variances to the Zoning Ordinance.

Appeal of decisions of the ZBA is to District Court of County Court at Law in accordance with the Texas Local Government Code.

RECOMMENDATIONS/COMMENTS

The Planning and Zoning Commission reviewed the proposed ordinance and recommended approval. The City Attorney has reviewed the Planning and Zoning Commission's recommendation and revised the ordinance to conform to requirements of the Local Government Code.

BUDGET/FINANCIAL SUMMARY

None.

COMPREHENSIVE PLAN GOAL

NA

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

ORDINANCE NO. 10-04

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING SEC. 20-16 OF CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY PROVIDING FOR THE ESTABLISHMENT OF BOARD OF ADJUSTMENT, APPOINTMENT AND FUNCTIONS; 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 FORM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF SOUTH PADRE ISLAND, TEXAS THAT:

Section 1. That Sec. 20-16 of Chapter 20 of the Code of Ordinance be amended to read as follows:

- (a) **Creation of Board of Adjustment.** There is hereby created a board of adjustment consisting of five (5) members and three (3) alternate members to be appointed by the City Council. All members, including alternates, must be residents of the City of South Padre Island. Said board shall have all powers vested by the Texas Local Government Code Ch. 211.
- (b) **Terms, Removal of Members.** All members of the board shall be appointed for two year terms and shall serve until their successors are appointed and qualified and shall be removable for cause by the City Council upon written charges and after public hearing.
- (c) **Vacancies.** Vacancies in the regular membership of the board of adjustment shall be filled by the city council. Vacancies of the alternate board of adjustment member(s) shall be appointed at large by the city council, and determined by majority vote, for the unexpired term of vacancy. The alternate members serve for the same period and are subject to removal the same as regular members.
- (d) **Minimum of four (4) Members at Hearings.** The alternate members of the board of adjustment shall serve in the absence of one (1) or more regular members when requested by the Mayor or City Manager so that all cases heard by the board of adjustment will always be heard by a minimum of four (4) members, in conformity with state law requiring that seventy-five (75) percent of the members of the board hear each case. Alternates may participate in meetings on a rotating basis subject to availability.
- (e) **Minutes/Records.** The board shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official action, all of which shall be immediately filed in the office of the City Secretary and shall be a public record.
- (f) **Meetings and Rules.** The board shall have monthly meetings or at the call of the chairman or in his absence the acting chairman, and at such other times as the board may determine. All board meetings shall be open to the public. The board may adopt rules consistent with this chapter or state law to govern its proceedings.

(g) **Powers of Board.** The board of adjustment shall have the following powers and duties which must be exercised in accordance with this chapter and state law:

- To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance.
- To authorize upon appeal in specific cases, and subject to appropriate conditions and safeguards, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of the chapter shall be observed and substantial justice done. A variance may not be granted to relieve a self-created or personal hardship, nor for financial reasons. In exercising its authority, the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the board has the same authority as the administrative official. The concurrent vote of seventy-five (75) percent of the members of the board is necessary to reverse an order, requirement, decision, or determination of an administrative official; decide in favor of an applicant on a matter on which the board is required to pass under the zoning ordinance; or authorize a variation from the terms of a zoning ordinance.

(h) **Compensation of Members.** None

(i) **Notice of Hearings.** Public notice of hearings before the board of adjustment shall be given for each separate appeal thereby by publication one (1) time in a paper of general circulation in the city, stating the time and place of such hearing which shall not be earlier than ten (10) days from the first date of such publication, and in addition thereto, the board of adjustment shall mail notice of such hearing to the petitioner and to the owners of property lying within two hundred (200) feet of any point of the lot or portion thereof on which a variation, or exception, is desired and to all other persons deemed by the board of adjustment to be affected thereby. Such owners and persons shall be determined according to the current tax rolls of the city.

Sec. 20-16.1 VARIANCES AND APPEALS, SPECIAL EXCEPTIONS

Sec. 20-16.1. Generally.

(a) **Notice of Hearings.** Public notice of hearings before the board of adjustment shall be given for each separate appeal thereby by mailing notice of such hearing to the petitioner and to the owners of property lying within two hundred (200) feet of any point of the lot or portion thereof on which a variation, or exception, is desired and to all other persons deemed by the board of adjustment to be affected thereby. Such owners and persons shall be determined according to the current tax rolls of the city.

(b) **Powers Strictly Construed.** Nothing herein contained shall be construed to empower the board of adjustment to change the terms of the Zoning Ordinance, to effect changes in the official map or to add to the specific uses permitted in any district.

(c) **Findings of Fact.** Every decision of the board of adjustment shall be based upon findings of fact and every finding of fact shall be supported in the record of its proceedings. The enumerated conditions required to exist on any matter upon which the board is required to pass under this article or to affect any variance in this chapter shall be construed as limitations on the power of

the board to act. A mere finding or recitation of the enumerated conditions unaccompanied by findings of specific facts shall not be deemed findings of fact and shall not be deemed in compliance with this article.

(d) **Recommendation From Other Public Agencies.** The board of adjustment shall receive and consider recommendations from public and semipublic agencies before rendering a decision in any case before the board. To this end, the board shall, in addition to the other requirements of this chapter, notify all agencies deemed to have an interest in the case.

(e) **Postponement of a Case.**

(1) Prior to the city publishing the board of adjustment case in the newspaper, an applicant may request in writing for the city to postpone the case. In such cases, the applicant shall have six (6) months from the date of the written request for postponement to reactivate the case. After expiration of the six-month period the fees paid shall be non-refundable and the applicant will have to submit a new application with new fees for further consideration of the request.

(2) If a written request for postponement is submitted by the applicant after the city has published the case in the newspaper, the fees paid shall be non-refundable and the hearing will not be rescheduled until the postponement fee has been paid by the applicant. In such cases, the applicant shall have six (6) months from the date of the written request for postponement to reactivate the case; after expiration of the six-month period, the applicant will have to submit a new application with new fees for further consideration of the request.

(3) If a written request for postponement is submitted by the applicant after the agenda has been posted (seventy-two (72) hours prior to the public hearing), the postponement will be considered by the board of adjustment. If approved by the board, the fees paid shall be non-refundable and the hearing will not be rescheduled until the postponement fee has been paid by the applicant. In such cases, the applicant shall have six (6) months from the date of the board's decision to grant the postponement, to reactivate the case; after expiration of the six-month period, the applicant will have to submit a new application with new fees for further consideration of the request.

Sec. 20-16.2. Appeals to Board of Adjustment.

(a) **Applicability.**

(1) Generally. Any of the following persons may appeal to the board of adjustment a decision made by an administrative official:

- A person aggrieved by the decision; or
- Any officer, department, board, or bureau of the city affected by the decision.

(b) **Initiation.**

(1) **Application.** Such appeal shall be taken by filing with the Planning Department and with the board of adjustment, within the time provided by this chapter, a notice of appeal specifying the particular grounds upon which the appeal is taken and the payment of the fee. Upon receipt of a notice of appeal, the Planning Department shall transmit to the board of adjustment all of the original documents and materials, or true copies thereof, constituting the record upon which the order or decision appealed from was based.

(2) **Automatic Stay.** An appeal from an order of the Public Works Director or Planning Director to the board of adjustment shall stay all proceedings unless the Town Planner certifies that, by reason of the facts stated in the certificate, a stay in his opinion would cause imminent peril to

life or property. When such a certificate is filed, proceedings shall not be stayed except by a restraining order granted by the board of adjustment or a court of proper jurisdiction.

(3) **Time Limit for Appeal.** The board of adjustment shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. Appeals to the zoning board of adjustment from any order, requirement, decision or determination made by an administrative official in the enforcement of this chapter shall be made within thirty (30) days after such order, requirement, decision or determination by filing with the director of the department of development services and with the board of adjustment a notice of appeal.

(b) **Completeness Review.** The Planning Director shall review the notice of appeal for completeness within five (5) working days. The appellate agency for purposes of completeness shall be the board of adjustment.

(c) **Decision.**

(1) **Appearance.** A party may appear at the appeal hearing in person or by agent or attorney.

(2) **Hearing.** The board of adjustment shall consider the appeal at a quasi-judicial public hearing pursuant to section 35-404. Pursuant to V.T.C.A. Local Government Code § 211.009(b), the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the board has the same authority as the administrative official. Pursuant to V.T.C.A. Local Government Code § 211.009(b), the concurring vote of seventy-five (75) percent of the members of the board is necessary to reverse an order, requirement, decision, or determination of an administrative official.

(3) **Time Limit for Decision.** The board shall decide the appeal within a reasonable time.

(e) **Appeal from Board of Adjustment.** An appeal from a board of adjustment decision shall be filed pursuant to V.T.C.A. Local Government Code § 211.011(b) with the District Court or County Court at Law.

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 20th day of January 2010.

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

ATTEST:

**CITY OF SOUTH PADRE ISLAND,
TEXAS**

SUSAN HILL, CITY SECRETARY

ROBERT N. PINKERTON, JR. MAYOR

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
PUBLIC HEARING**

MEETING DATE: January 20, 2010

PUBLIC HEARING:

ITEM DESCRIPTION

Conduct Public Hearing to discuss proposed amendment to Section 20-12, Certain Non-conforming uses of Chapter 20, Zoning Ordinance, of the Code of Ordinances to be amended to specify that a non-conforming use will lose the non-conforming status if the non-conforming use is discontinued for a six month period.

RECOMMENDATIONS/COMMENTS

1. The Mayor opens the Public Hearing by reading the caption from the Board's agenda.
2. The Mayor asks if anyone is present to speak in favor of proposed amendment to specify that a non-conforming use will lose the non-conforming status if the non-conforming use is discontinued for a six month period.
3. Once everyone in favor has spoken, the Mayor asks if anyone is present to speak in opposition of proposed amendment to specify that a non-conforming use will lose the non-conforming status if the non-conforming use is discontinued for a six month period.
4. Once everyone in opposition has had an opportunity to speak, the Mayor will then close the Public Hearing.

Please keep in mind that the Board will normally have discussion and action during the next item on the agenda. The Public Hearing is for the purpose of receiving comments from the public. It is not necessary for the Board Members to respond to the public at this time. If a member of the public raises a question, the members of the Board should make note of it to address during the next discussion and action item after the Public Hearing has been closed.

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Rick Vasquez, Transit and Development Department Director

ITEM

Discussion and action on a proposed amendment to Section 20-12 Certain Non-conforming uses of Chapter 20, Zoning Ordinance, of the Code of Ordinances to be amended to specify that a non-conforming use will lose the non-conforming status if the non-conforming use is discontinued for a six month period.

ITEM BACKGROUND

The Planning and Zoning Commission initiated this proposed amendment.

RECOMMENDATIONS/COMMENTS

The Planning and Zoning Commission recommends approval of the proposed amendment.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

None

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

ORDINANCE NO. 10-05

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING SEC. 20-12 OF CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY PROVIDING FOR FUTURE NON-CONFORMING USES PROHIBITED; 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 FORM.

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

Section 1. That Sec. 20-12 of Chapter 20 of the Code of Ordinance be amended to read as follows:

(B) Future non-conforming uses prohibited. The lawful use of the land existing prior to zoning or rezoning of said property, although such use does not conform to the provisions hereof, may be continued, but if such non-conforming use is discontinued for (6) six months, any future use of said premises, shall be in conformity with the provisions of this ordinance. If a building occupied by a non-conforming use is destroyed by fire or the elements, it may not be reconstructed or rebuilt except to conform with the provisions of this ordinance.

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 20th day of January 2010.

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

ATTEST:

**CITY OF SOUTH PADRE ISLAND,
TEXAS**

SUSAN HILL, CITY SECRETARY

ROBERT N. PINKERTON, JR. MAYOR

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
PUBLIC HEARING**

MEETING DATE: January 20, 2010

PUBLIC HEARING:

ITEM DESCRIPTION

Conduct Public Hearing to discuss proposed amendment to Section 20-8, District C Business District, (F) Area Regulations, (5) Parking Regulations, of Chapter 20, Zoning Ordinance, of the Code of Ordinances to be amended to set parking requirements, one (1) space for each 250 square feet of gross floor area, for amusement uses.

RECOMMENDATIONS/COMMENTS

1. The Mayor opens the Public Hearing by reading the caption from the Board's agenda.
2. The Mayor asks if anyone is present to speak in favor of proposed amendment to set parking requirements, one (1) space for each 250 square feet of gross floor area, for amusement uses.
3. Once everyone in favor has spoken, the Mayor asks if anyone is present to speak in opposition of proposed amendment to set parking requirements, one (1) space for each 250 square feet of gross floor area, for amusement uses.
4. Once everyone in opposition has had an opportunity to speak, the Mayor will then close the Public Hearing.

Please keep in mind that the Board will normally have discussion and action during the next item on the agenda. The Public Hearing is for the purpose of receiving comments from the public. It is not necessary for the Board Members to respond to the public at this time. If a member of the public raises a question, the members of the Board should make note of it to address during the next discussion and action item after the Public Hearing has been closed.

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Rick Vasquez, Transit and Development Department Director

ITEM

Discussion and Action on a proposed amendment to Section 20-8 District C Business District, (F) Area Regulations, (5) Parking Regulations, of Chapter 20, Zoning Ordinance, of the Code of Ordinances to be amended to set parking requirements, 1 space for each 250 square feet of gross floor area, for amusement uses.

ITEM BACKGROUND

The Planning and Zoning Commission initiated this proposed amendment.

RECOMMENDATIONS/COMMENTS

The Planning and Zoning Commission recommends approval of the proposed amendment.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

None

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

ORDINANCE NO. 10-06

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING SEC. 20-8 OF CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY PROVIDING FOR OFF STREET PARKING REQUIREMENTS FOR ENTERTAINMENT USES; 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 FORM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF SOUTH PADRE ISLAND, TEXAS THAT:

Section 1. That Sec. 20-8 of Chapter 20 of the Code of Ordinance be amended to read as follows:

(F) Area Regulations, (5) Parking Regulations, ~~(i) Off-street parking facilities for amusement parks and/or uses shall be determined by the Planning and Zoning Commission on an individual plan review basis.~~

(i) Off-street parking facilities:

(1) Amusement parks shall be determined by the Planning and Zoning Commission on an individual plan review basis.

(2) Amusement (centers) uses shall provide one (1) parking space for each 250 square feet of gross floor area.

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 20th day of January 2010.

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

ATTEST:

**CITY OF SOUTH PADRE ISLAND,
TEXAS**

SUSAN HILL, CITY SECRETARY

ROBERT N. PINKERTON, JR. MAYOR

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Scott Fry, Public Works Director

ITEM

Discussion and action to allow the Bay Area Task Force to utilize excess funds from the re-construction of the Polaris St. Boat Ramp for the purpose of replacing the channel markers along the Tompkins Channel from the Intracoastal Waterway to the north end of said channel.

ITEM BACKGROUND

The Bay Area Task Force has requested that staff place this item on the Agenda. The purpose of this item is to use the left over funds from the Polaris St. Boat Ramp project for the purpose of enhancing the safety of boaters along the Tompkins Channel. The proposed plan includes replacing all of the channel markers and warning signs. The new markers will be re-numbered so that they are in sequence. Minor channels such as the channels that serve the Boardwalk Condominiums and the Fiesta Isles Subdivision could also be upgraded if the funding is adequate.

RECOMMENDATIONS/COMMENTS

This item was initiated at the request of the Council

BUDGET/FINANCIAL SUMMARY

62-543-0510 Construction contains \$135,537.00. Of that amount, \$48,037.81 was earmarked for the Polaris Street Boatramp. The final expenditure, including engineering, for the boatramp was \$26,742.22, leaving a balance of \$21,295.59 for the earmarked portion. The total amount remaining in 62-543-0510 is \$108,794.78.

COMPREHENSIVE PLAN GOAL

5.L Impose, support and enforce rules of practical safety for the beach and bay, and provide education and enforcement of water safety practices for the Bay/Tompkins Channel areas.

COUNCIL ACTION

Motion: _____

Second: _____

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

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Gary Ainsworth

ITEM

Presentation of new delivery method of Staff Department Reports

ITEM BACKGROUND

In September 2009, monthly staff department reports were removed from Board of Aldermen meetings and placed on the city website for public view. This is a shared responsibility between department heads and the public information office. Reports are due on the first Friday of each month, with the exception of tax revenue which is due the Friday after the 15th of each month. Department heads are required to submit reports no later than close of business of the first Friday to the Public Information Officer for posting to the web.

RECOMMENDATIONS/COMMENTS

A short demonstration of how public, staff, and council members can locate the reports on the city website.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

21-1

Recap of Department Reports

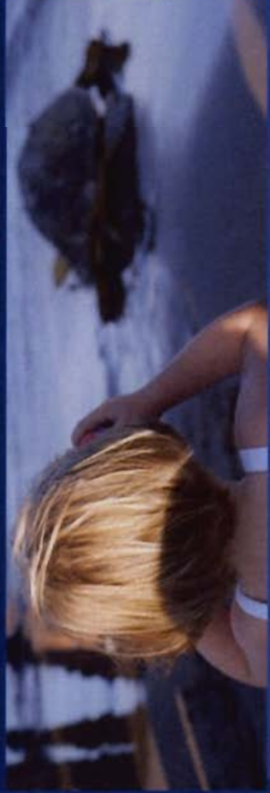
- Walkthrough of how to locate Department Reports



Map to SPI Town Email

search... GO

Home Government Our Community Town Meetings Online Services



Plant of the Month

Concerns



Department Reports

Influenza Hotline

Farmers Market

On Sunday January 17th, 2010 the South Padre Island Farmers Market kicks off. There will be vendors from throughout the Valley bringing fresh produce, seafood and other items. [read more...](#)

City Establishes Board of Ethics

The South Padre Island City Council approved the creation of a Board of Ethics as required by the Home Rule Charter. [read more...](#)

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The City of South Padre Island is seeking volunteers for a Website Committee Task Force to assist in the redesign of the City's website. The group will consist of 6-8 individuals from the local community and businesses, and will meet no more than two times a month for the duration of the project. If you are interested in participating please fill out an application by downloading here, or in person at City Hall and return it to Susan Hill. For more information contact Tim Howell at (956)761-3078 or thowell@townspi.com.

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Harlingen Airport to South Padre Island Shuttle Service



[Click here to view the Home Rule Charter](#)

SPI in the News



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Town Meetings

Online Services



GO

Meetings

Online Services

> Document Center

> Code of Ordinances

> Permits & Forms

> Comprehensive Plan

> Department Reports




GO

Meetings

Online Services

- > Document Center
- > Code of Ordinances
- > Permits & Forms
- > Comprehensive Plan
- > Department Reports



DEPARTMENT REPORTS



Plant of the Month

Concerns



Department Reports

DEPARTMENT REPORTS

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[Grant Administration](#)

Environmental Health Services

[Environmental Health Services Report](#)

Fire Department

[Fire Department Report](#)

Finance

[General Fund Year-to-Date Expenditures](#)

[General Fund Year-to-Date Revenue](#)

[Hotel Occupancy Tax Collections](#)

[Property Tax Collections](#)

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Police Department

[Police Department Report](#)

Public Works

[Beach](#)

[Building](#)

[Maintenance & Projects](#)



Plant of the Month

Concerns



**Department Reports
Influenza Hotline**

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SPI in the News





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Plant of the Month

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Maintenance & Projects

Reports reflect the month previous and updated by the first Friday of each month

November 2009

December 2009

January 2010

Plant of the Month

Concerns



Department Reports

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Town of South Padre Island Goals Objectives for Fiscal Year 2009 - 2010

Work Plans for Public Works Maintenance

Project	Description	Comprehensive Plan Goal	Estimated Completion Date	Team Leader	Team Members
Street Repair	Pot hole maintenance throughout the city	0	1/0/00	David Rocha	0
Windsurfer Access Points	develop design standard as well as identify locations to encourage rec. laguna madre bay	5.W. Improve access to the Laguna Madre Bay	1/0/00	Fry, Moya and 0 BATF	
Street Standards	Develop with citizen input for res. Street design	4.S. Enhance street right of way appearance and contribution to town character.	1/0/00	0 Fry, Vasquez	
City Hall Landscaping	Removing perrenial plants and adding sod	3.7 - Enhance the standards and appearance of public right of ways and properties	10/7/09	Ray Moya	Moya, Fry
Banner Process	Develop a effective city policy regarding hanging of banners	7.N. Celebrate the culture as part of special event and community events	11/1/09	Ray Moya	Moya, Fry

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

MEETING DATE: January 20, 2010

NAME/DEPT.: Reuben Trevino, Coastal Resources Manager

ITEM

Discussion and action on the Beachfront Construction Certificate and Dune Protection Permit for Delta State Construction, Inc./ Norma Elizondo. The construction of a single residential home. (109 Villas Doce)

ITEM BACKGROUND

On December 28, 2009 the Beach and Dune Task Force met and reviewed this application. The Beach and Dune Task Force unanimously voted to approve the application as submitted.

RECOMMENDATIONS/COMMENTS

Staff recommends the approval of this application as submitted.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 18, 2009

Via Electronic Mail

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

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

Site Location: 109 Villas Doce
Legal Description: Lot 4, Block 3, Villas Doce Subdivision
Lot Applicant: Delta Estate Construction, Inc./Norma Elizondo
GLO ID No.: BDSPI-09-0447

Dear Mr. Trevino:

The General Land Office reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes the construction of a 2,668-square foot home including a driveway and walkway constructed of pavers. All proposed construction is located 35 feet landward of the Historic Building Line in an area that, according to the Bureau of Economic Geology, is eroding at the rate of 4 feet per year.

Based on the information forwarded to our office for review, we have no comments. If you have any questions, please contact me by phone at (512) 463-9309 or by email at angela.sunley@glo.state.tx.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Sunley", is written over a horizontal line.

Angela Sunley
Beach/Dune Team Leader
Coastal Assistance Division
Texas General Land Office

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

22-2

Town of South Padre Island Beach & Dune Application



Site for Proposed Work:

Legal Description: 109 Villas Dora

Physical Address: B-3, L-4 Villas Dora S. Addition

Property Owner Information:

Name: Norma Y. Elizondo

Applicant/Agent for Owner:

Name: Delta Estate Construction, Inc.

Mailing Address: 431 Santa Barbara

Mailing Address: 1284 Parallel Ln Rd. Ste. 3

City, State, Zip: San Pedro Garza Garcia N.L. Mex.

City, State, Zip: Brownsville, TX 78521

Phone Number: 52 (81) 8338-1747

Phone Number: (956) 541-9310

Fax Number: 52 (90) 8338-0994

Fax Number: (956) 541-5415

E-mail Address: gnl07@yahoo.com

E-mail Address: delta-estate@earth.net

Applicant Signature: [Signature]

Date of Signature: Nov. 9/09

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

Owner(s) Signature(s): [Signature]

Date of Signature: Nov-10-2009

Project Description:

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

One Residential Construction - No swimming pools, fences or other amenities

Total Square footage of footprint of habitable structure: 2,669 sf

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

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

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

Approximate Duration of Construction: 11 months

Financial Plan for the removal of all hard structures.

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

Type of Plan submitted: _____

Date of submission: _____

Drainage:

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

a) no change in the drainage on site. ☒ b) the proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)

Explanation/other info: _____

Impacts to Beach/Dune System:

Answer each question as completely as possible in narrative form:

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

a) no damage to dune vegetation whatsoever. <input checked="" type="checkbox"/>	b) the proposed construction will impact _____ % of the dune vegetation on site. (explanation of the "impact" will be required)	c) the proposed construction will require the removal and relocation of _____ % of the dune vegetation on site. (the submission of a mitigation plan will be required)
---	---	--

Explanation/other info: _____

More on back...-->

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

a) no change to dune size/shape whatsoever. <input checked="" type="checkbox"/>	b) the proposed construction will change _____ % of the size/shape of dunes on site. (details will be required)	c) the proposed construction will require the removal and relocation of _____ % of the dunes on site. (the submission of a mitigation plan will be required)
---	---	--

Explanation/other info:

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

a) no change to dune hydrology whatsoever. <input checked="" type="checkbox"/>	b) the proposed construction will impact dune hydrology on site. (details will be required)
--	---

Explanation/details:

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

No adverse effects on dunes and dune vegetation.

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

Construction area doesn't affect beach access.

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

Construction area doesn't affect dunes or dune vegetation.

Financial Plan for Dune Mitigation:

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

Type of Plan submitted:

Not required

Date of submission:

Checklist of Additional Required Application Information:

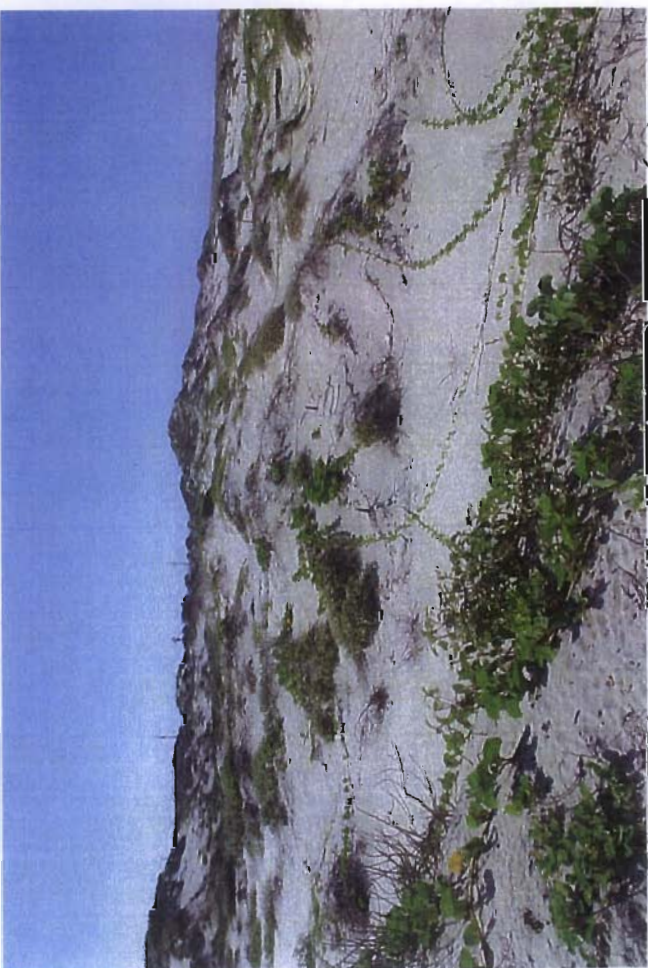
An accurate map, plat or site plan showing:

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

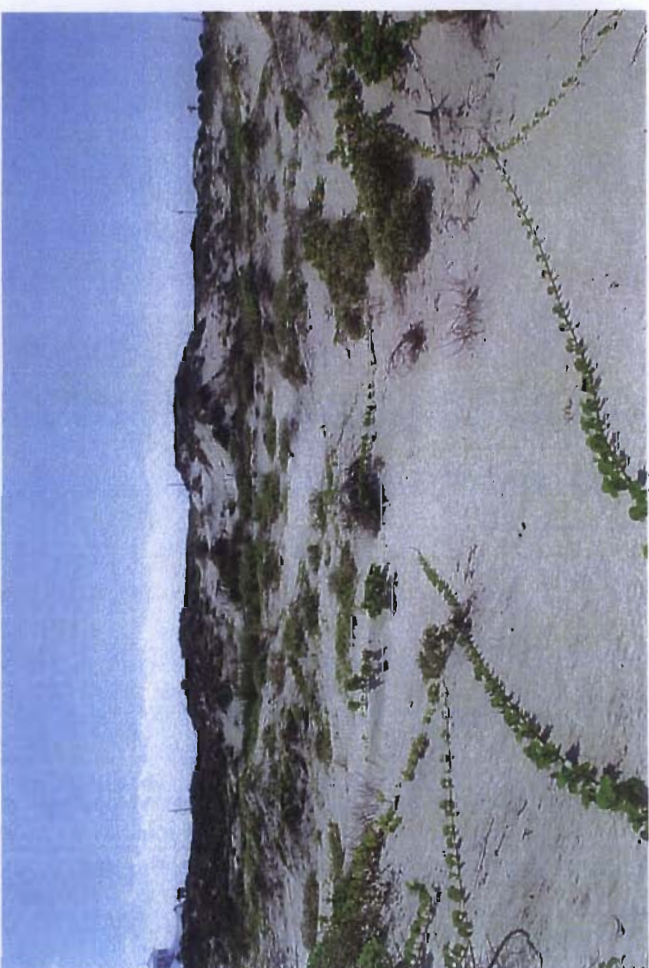
Other required application information:

- 1) A grading and layout plan showing proposed contours for the final grade
 - 2) The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
 - 3) Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract.
 - 4) Copy of the Flood Rate Map showing the location of the subject property.
 - 5) Copy of the Historical Erosion Rate Map as determined by the Univ. of Texas @ Austin, Bureau of Economic Geology.
 - 6) \$180 application fee.
- YOUR APPLICATION IS NOT COMPLETE UNLESS ALL INFORMATION REQUESTED ABOVE IS SUBMITTED.**
FOR APPLICATIONS WHICH REQUIRE BEACH AND DUNE TASK FORCE REVIEW, 21 COPIES WILL BE REQUIRED.
 All other application submissions require only three (3) copies of the complete information.





9.00



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

MEETING DATE: January 20, 2010

NAME/DEPT.: Larry Homan, Finance Director

ITEM

Spending for Hillco Partners representation in Austin.

ITEM BACKGROUND

The City Council approved a decrease in the operating budget of the Economic Development Corporation's budget in the amount of \$39,000. At that time it was undecided whether the General Fund or the Convention and Visitor Authority operation was to pay this portion of the City's fee.

RECOMMENDATIONS/COMMENTS

Staff does not have a recommendation. It is requested that City Council direct staff from which fund to pay the balance of Hillco's fee - \$39,000. If in the general fund, then a budget increase in transfers to the Long Range Planning Fund as well as an increase in appropriations within the Long Range Planning Fund is required. If appropriated from the Hotel/Motel Tax Fund the appropriation for professional services would increase by \$39,000 to an adjusted budget total of \$263,500.

BUDGET/FINANCIAL SUMMARY

The current General Fund budgeted deficit is approximately \$578,500 and the combined Hotel Motel Tax/Convention Center budgets total surplus is approximately \$488,600.

COMPREHENSIVE PLAN GOAL

COUNCIL ACTION

Motion: _____

Second: _____

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

Abstentions: _____