

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

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

**WEDNESDAY, SEPTEMBER 17, 2014**

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

1. Call to order
2. Pledge of Allegiance
3. **Public Comments and Announcements:** *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. **Presentations and Proclamations:**
  - a. Proclamation: National Food Safety Month
5. **Approve Consent Agenda:**
  - a. Approve minutes of September 3, 2014 Regular meeting. (Hill)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve cancellation of November 4, 2014 Special Election by: (Hill)
    1. Acknowledge receipt and accept the Certification of Unopposed Candidates Form certifying candidates for November 4, 2014 Special Election are unopposed.
    2. Approve Order of Cancellation for the November 4, 2014 Special Election.
  - d. Approve excused absence for Mayor Pinkerton and Mayor Pro-tem Evans from the October 15, 2014 to attend the American Shore and Beach Preservation Association Conference. (Pinkerton/Evans)
  - e. Approve second and final reading of Ordinance No. 14-13 making appropriations for each department, project, program and accounts for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015. (Gimenez)
  - f. Approve second and final reading of Ordinance No. 14-14 establishing the Ad Valorem and Personal Property Tax Rate for tax year 2014-2015 and setting the assessed valuation at 100 percent (100%) of the fair market value and providing for discounts in the event of early payment. (Gimenez)
  - g. Approve second and final reading of Ordinance No. 14-15 amending Chapter 13 Section 13-24F to allow permit holders for shade devices and chairs placed in the area of the beach subject to the public use easement may also sell tickets for water activities and sky diving. (Patel)

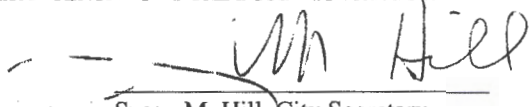
- h. Approve Resolution No. 2014-16 authorizing street closure on Hwy. 100 for the SPI TRI on Sunday, October 5, 2014 and authorize the City Manager to enter into an agreement with Texas Department of Transportation (TxDOT) for the permitting of the event. (Hancock)
6. Discussion and action regarding the 2015 Legislative Agenda for the 84<sup>th</sup> Texas Legislative Session. (DiLibero)
7. Discussion and action to request to move the traffic light located on Padre Boulevard at Amberjack Street to Red Snapper Street. (DiLibero)
8. Discussion and action regarding Restore Act Grant for ecosystem restoration, economic recovery and tourism promotion in the Gulf Coast region. (DiLibero/Jones)
9. Discussion and action to pay invoice from Gignac Architects for South Padre Island Convention Centre Renovations. (Jones)
10. Discussion and action on recommendation to submit memorandum to the United States Army Corps of Engineers (USACE) Texas Coastal Reconnaissance to collaborate with USACE to develop solutions that will protect private property and public infrastructure from storm damage. (Trevino)
11. Discussion and action to renew interlocal agreement with Valley International Airport regarding the Airport Shuttle Service to South Padre Island and authorize the City Manager to execute renewal agreement. (Flores)
12. Discussion and action to enter into an agreement with HillCo Partners for Government Consulting Services for two years commencing October 1, 2014 and ending September 30, 2016 in the amount of \$144,000 plus expenses per year with \$119,000 to be paid by the City's General Fund and \$25,000 to be paid by the Economic Development Corporation. (DiLibero)
13. Discussion and action to move forward in pursuing lease agreements with owners interested in leasing unimproved lots to allow for additional parking on South Padre Island. (DiLibero)
14. 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.

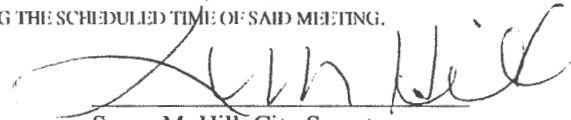
DATED THIS THE 12<sup>TH</sup> DAY OF SEPTEMBER 2014



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

  
Susan M. Hill, City Secretary

NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **SEPTEMBER 12, 2014**, 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:** September 17, 2014

**ITEM DESCRIPTION**

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

Items to be considered are:

- a. Approve minutes of September 3, 2014 Regular meeting. (Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve cancellation of November 4, 2014 Special Election by: (Hill)
  1. Acknowledge receipt and accept the Certification of Unopposed Candidates Form certifying candidates for November 4, 2014 Special Election are unopposed.
  2. Approve Order of Cancellation for the November 4, 2014 Special Election.
- d. Approve excused absence for Mayor Pinkerton and Mayor Pro-tem Evans from the October 15, 2014 to attend the American Shore and Beach Preservation Association Conference. (Pinkerton/Evans)
- e. Approve second and final reading of Ordinance No. 14-13 making appropriations for each department, project, program and accounts for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015. (Gimenez)
- f. Approve second and final reading of Ordinance No. 14-14 establishing the Ad Valorem and Personal Property Tax Rate for tax year 2014-2015 and setting the assessed valuation at 100 percent (100%) of the fair market value and providing for discounts in the event of early payment. (Gimenez)
- g. Approve second and final reading of Ordinance No. 14-15 amending Chapter 13 Section 13-24F to allow permit holders for shade devices and chairs placed in the area of the beach subject to the public use easement may also sell tickets for water activities and sky diving. (Patel)
- h. Approve Resolution No. 2014-16 authorizing street closure on Hwy. 100 for the SPI TRI on Sunday, October 5, 2014 and authorize the City Manager to enter into an agreement with Texas Department of Transportation (TxDOT) for the permitting of the event. (Hancock)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda



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

**MEETING DATE:** September 17, 2014

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

**DEPARTMENT:** City Manager's Office

**ITEM**

Approve minutes September 3, 2014 City Council Regular meeting.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

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

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

Approved by Legal:

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

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Minutes

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

**WEDNESDAY, SEPTEMBER 3, 2014**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, September 3, 2014 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Pinkerton called the meeting to order at 5:30 p.m. A full quorum was present: Council Member Barry Patel, Alex Avalos, Sam A. Listi, JoAnn Evans and Alita Bagley. Also present was City Attorney Paul Cunningham.

City staff members present were City Manager William DiLibero, Assistant City Manager Darla Jones, Police Chief Randy Smith, Finance Director Rodrigo Gimenez, Transit Director Jesse Arriaga, CVB Director Rachel Flores, CVB Sales Manager Denise Arnold and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Pinkerton led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

**IV. PRESENTATIONS AND PROCLAMATIONS:**

- a. **PROCLAMATION: CHILDREN'S BOOK OF THE MONTH FOR SEPTEMBER 2014: "THE BOUNDLESS" BY KENNETH OPPEL**
- b. **PROCLAMATION: RECOGNIZING SERGEANT NISSIM SEAN CARMELI**

**V. APPROVE CONSENT AGENDA:**

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

- a. **APPROVE MINUTES OF AUGUST 20, 2014 REGULAR MEETING. (HILL)**
- b. **APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**



Invoices approved for payment were paid by General Fund checks numbered 130968 through 131062 and EFT payments totaling \$233,736.73.

- c. **APPROVE RESOLUTION NO. 2014-15 APPROVING AND ADOPTING THE CAPITAL IMPROVEMENTS PLAN FOR THE CITY OF SOUTH PADRE ISLAND FOR FISCAL YEAR 2014/15. (JONES)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2014-15, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- d. **APPROVE CANCELLATION OF NOVEMBER 4, 2014 GENERAL ELECTION BY:**

a. **ACKNOWLEDGE RECEIPT AND ACCEPT THE CERTIFICATION OF UNOPPOSED CANDIDATES FORM CERTIFYING CANDIDATES FOR NOVEMBER 4, 2014 GENERAL ELECTION ARE UNOPPOSED.**

b. **APPROVE ORDER OF CANCELLATION FOR THE NOVEMBER 4, 2014 GENERAL ELECTION.**

- e. **APPROVAL OF SECOND AND FINAL READING OF ORDINANCE NO. 14-12 REGARDING PROPOSED AMENDMENTS TO THE PLANNED DEVELOPMENT DISTRICT STANDARDS, SPECIFICATIONS AND ZONING FOR THE SHORES SUBDIVISION OF SOUTH PADRE ISLAND. (KIM)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 14-12, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**VI. PRESENTATION, DISCUSSION AND ACTION REGARDING CONVENTION CENTRE REPAIRS AND RENOVATION (TABLED FROM AUGUST 20, 2014 CITY COUNCIL MEETING). (EVANS)**

Council Member JoAnn Evans made a motion, seconded by Council Member Avalos to specify the scope of the work listed below. Motion passed on a 4 to 1 vote with Council Member Patel casting a nay vote and Mayor Pinkerton abstaining.

1. Exterior renovations previously approved as part of the million dollars including site paving, site lighting and site drainage.
2. Structural renovations including a pony wall with a concrete curb 1 to 4 feet above, where possible, on all the damaged walls, pending windstorm issues on the west wall and administration area.
3. Skylight repair and renovation.
4. Replacement of all exterior doors as identified in the construction drawings on A-20.
5. Resolving the glazing/leakage issue on the northeast exterior lobby and then repainting the building with the elastomeric paint.



**VII. DISCUSSION AND ACTION ON FIRST READING TO ADOPT ORDINANCE NO. 14-13 MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT, PROGRAM AND ACCOUNTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015. (GIMENEZ)**

Council Member Patel made a motion to approve first reading of Ordinance No. 14-13. Motion was seconded by Council Member Evans. Record vote was taken, motion passed with all Council Members casting an aye vote.

**VIII. DISCUSSION AND ACTION ON FIRST READING TO ADOPT ORDINANCE NO. 14-14 ESTABLISHING THE AD VALOREM AND PERSONAL PROPERTY TAX RATE OF .262754 FOR TAX YEAR 2014-2015, AND SETTING THE ASSESSED VALUATION AT ONE HUNDRED PERCENT (100%) OF THE FAIR MARKET VALUE AND PROVIDING FOR DISCOUNTS IN THE EVENT OF EARLY PAYMENT AND PROVIDING FOR PENALTY AND INTEREST IN ACCORDANCE WITH STATE LAW. (GIMENEZ)**

Council Member Evans made a motion, seconded by Council Member Bagley to approve first reading of Ordinance No. 14-14. Record vote was taken, motion passed with all Council Members casting an aye vote.

**IX. DISCUSSION AND ACTION TO APPROVE FIRST READING OF ORDINANCE NO. 14-15 AMENDING CHAPTER 13, SEC. 13-24F TO ALLOW PERMIT HOLDERS FOR SHADE DEVICES AND CHAIRS PLACED IN THE AREA OF THE BEACH SUBJECT TO THE PUBLIC USE EASEMENT MAY ALSO SELL TICKETS FOR WATER ACTIVITIES AND SKY DIVING. (PATEL)**

Council Member Patel made a motion to approve first reading of Ordinance No. 14-15. Motion was seconded by Council Member Evans which passed on a unanimous vote.

**X. DISCUSSION AND ACTION TO SEND TO THE DEVELOPMENT STANDARDS REVIEW TASK FORCE CHANGES TO THE FORM BASED CODE TO ALLOW THE SAME SIGNAGE FOR BUSINESSES ON THE SIDE STREETS THAT ARE ALLOWED ON PADRE BOULEVARD AND RECOMMENDATION BE FORWARDED TO THE PLANNING AND ZONING COMMISSION FOR THEIR INPUT. (PATEL)**

Motion was made by Council Member Evans to ask the Development Standards Review Task Force to review and make recommendations regarding changes to the Form Based Code to allow signs for businesses on side streets that are allowed on Padre Boulevard, but not currently on sign streets and to forward recommendation to the Planning and Zoning Commission. Motion was seconded by Council Member Listi. Motion carried unanimously.



**XI. PRESENTATION ON EXTENDING BUS SERVICE HOURS AND ADDING DISPATCH SERVICES. (ARRIAGA)**

Jesse Arriaga, Transit Director, gave a short presentation to inform everyone that the Transit Department will be extending hours of operation on the Island until midnight on Friday and Saturday beginning September 19, 2014 which will also coincide with the Fall Concert Series on the Bay. Metro Connect dispatch services will move from McAllen to South Padre Island which will offer much needed customer service during operating hours.

**XII. DISCUSSION AND ACTION TO APPOINT MEMBERS TO VACANCIES CREATED BY RESIGNATIONS TO THE FOLLOWING: (HILL)**

Council Member Listi made a motion, seconded by Council Member Evans to appoint the following individuals to:

- a. BOARD OF ADJUSTMENTS AND APPEALS (1 MEMBER):**  
Peter Maheu
- b. DEVELOPMENT STANDARDS REVIEW TASK FORCE (2 MEMBERS):**  
George Shelley, Gabriel Vanounou
- c. ECONOMIC DEVELOPMENT CORPORATION (1 MEMBER):**  
Bob Friedman
- d. PARKS, RECREATION & BEAUTIFICATION COMMITTEE (1 MEMBER):**  
Carol Bolstad
- e. PLANNING AND ZONING COMMISSION (1 MEMBER):**  
Robert Bujanos

Motion carried on a unanimous vote.

**XIII. DISCUSSION AND ACTION TO CONSIDER CANCELLING OR RESCHEDULING THE OCTOBER 1, 2014 REGULAR CITY COUNCIL MEETING DUE TO THREE COUNCIL MEMBERS ATTENDING THE TEXAS MUNICIPAL LEAGUE CONFERENCE IN HOUSTON ON SEPTEMBER 30 2014 THROUGH OCTOBER 3, 2014. (HILL)**

Council Member Bagley made a motion to cancel the October 1, 2104 Regular City Council meeting due to lack of quorum. Motion was seconded by Council Member Evans which passed unanimously.

**XIV. ADJOURN.**

There being no further business, Mayor Pinkerton adjourned the meeting at 6:55 p.m.

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Susan M. Hill, City Secretary

APPROVED

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Robert N. Pinkerton, Jr., Mayor

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

**MEETING DATE:** September 17, 2014

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

**DEPARTMENT:** Finance

**ITEM**

Approve invoices for payment by General Fund checks numbered 131063 through 131170 and EFT payments totaling \$749,714.68.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_

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

Comments:

**RECOMMENDATIONS/COMMENTS**



9/11/2014 11:47 AM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 1

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001017	AIR EVAC LIFETEAM	I-82614	01 2488	AIR EVAC LIFE: AUGUST 2014 CONTRIBU	131063		216.00
VENDOR 01-001017 TOTALS							216.00
01-001297	AMERICAN FUNDS	I-91014	01 2485	AMERICAN GENE: EMPLOYEE SALARY ALLO	131117		83.08
VENDOR 01-001297 TOTALS							83.08
01-002434	CINDY BOUDLOCHE	I-DW9201409085380	01 2469	DEBTORS WAGE : CASE NO 10-10137-B-1	131119		490.38
VENDOR 01-002434 TOTALS							490.38
01-003185	OFFICE OF THE ATTY GEN I-C10201409085380	01 2473	CHILD SUPPORT: A/N 2004094864B	000000		282.92	
01-003185	OFFICE OF THE ATTY GEN I-C16201409085380	01 2473	CHILD SUPPORT: A/N 2002031289D	000000		146.77	
01-003185	OFFICE OF THE ATTY GEN I-C21201409085380	01 2473	CHILD SUPPORT: A/N 0011549506	000000		146.31	
01-003185	OFFICE OF THE ATTY GEN I-C24201409085380	01 2473	CHILD SUPPORT: A/N 0011488748	000000		439.10	
01-003185	OFFICE OF THE ATTY GEN I-C37201409085380	01 2473	CHILD SUPPORT: A/N 2008-10-5941-D	000000		319.85	
01-003185	OFFICE OF THE ATTY GEN I-C51201409085380	01 2473	CHILD SUPPORT: A/N 0012375322	000000		294.33	
01-003185	OFFICE OF THE ATTY GEN I-C59201409085380	01 2473	CHILD SUPPORT: #0009529310	000000		108.00	
01-003185	OFFICE OF THE ATTY GEN I-C66201409085380	01 2473	CHILD SUPPORT: A/N 0011951407	000000		350.77	
01-003185	OFFICE OF THE ATTY GEN I-C67201409085380	01 2473	CHILD SUPPORT: ORDER NO 2012-DCL-00	000000		151.38	
01-003185	OFFICE OF THE ATTY GEN I-C77201409085380	01 2473	CHILD SUPPORT: A/N 0010353126	000000		159.23	
01-003185	OFFICE OF THE ATTY GEN I-C78201409085380	01 2473	CHILD SUPPORT: ORDER #2010-DCL-5507	000000		137.54	
01-003185	OFFICE OF THE ATTY GEN I-C81201409085380	01 2473	CHILD SUPPORT: ORDER NO 1002510Y	000000		646.15	
01-003185	OFFICE OF THE ATTY GEN I-C82201409085380	01 2473	CHILD SUPPORT: ORDER #2012-DCL-0866	000000		418.62	
01-003185	OFFICE OF THE ATTY GEN I-C84201409085380	01 2473	CHILD SUPPORT: CS ID 0012853448	000000		161.54	
01-003185	OFFICE OF THE ATTY GEN I-C91201409085380	01 2473	CHILD SUPPORT: AG 0012920905	000000		296.77	
01-003185	OFFICE OF THE ATTY GEN I-C92201409085380	01 2473	CHILD SUPPORT: CASE # 001212741634	000000		406.62	
VENDOR 01-003185 TOTALS							4,465.90
01-003410	SOUTH PADRE ISLAND CHA I-9691	01 1400	PREPAID EXPEN: SPONSORSHIP FOR CHAM	131122		700.00	
VENDOR 01-003410 TOTALS							700.00
01-006035	FAMILY SUPPORT REGISTR I-C85201409085380	01 2473	CHILD SUPPORT: CS 458-85-6258 11CV	131126		219.47	
VENDOR 01-006035 TOTALS							219.47
01-006133	DEARBORN NATIONAL I-82814	01 2465	VTL LIFE INSU: EMPLOYEE PREM VTL	131066		86.46	

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 2

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-82814	01 48042	MISCELLANEOUS: EMPLOYEE PREM VTL	131066	0.04-	
				VENDOR 01-006133 TOTALS		86.42	
01-006163	AMERICAN GENERAL LIFE	I-91014	01 2485	AMERICAN GENE: EMPLOYEE SALARY ALLO	131130	282.64	
				VENDOR 01-006163 TOTALS		282.64	
01-007001	ANA GARZA	I-C04201409085380	01 2473	CHILD SUPPORT: A/N 2003-03-1480-B	131131	194.88	
				VENDOR 01-007001 TOTALS		194.88	
01-013406	JOSE A. MORA	I-82814	01 2462	BLUE CROSS DE: REFUND OF BLUE CROSS	131067	32.96	
01-013406	JOSE A. MORA	I-82814-1	01 2484	VISION : REFUND OF DUPLICATE	131067	6.75	
01-013406	JOSE A. MORA	I-82814-1	01 2465	VTL LIFE INSU: REFUND OF DUPLICATE	131067	6.39	
01-013406	JOSE A. MORA	I-82814-1	01 2488	AIR EVAC LIFE: REFUND OF DUPLICATE	131067	3.00	
				VENDOR 01-013406 TOTALS		49.10	
01-016206	AARON PHILLIPS	I-91014	01 2477	COBRA : REFUND OF AUG 2014 C	131143	29.47	
				VENDOR 01-016206 TOTALS		29.47	
01-019222	S.P.I. FIREFIGHTERS AS	I-91014	01 2472	FIREFIGHTERS : ASSOCIATION DUES 9/1	131149	406.00	
				VENDOR 01-019222 TOTALS		406.00	
01-019327	SOUTH PADRE ISLAND PRO	I-91014	01 2487	POLICE DEPT A: ASSOCIATION DUES 9/1	999999	225.00	
				VENDOR 01-019327 TOTALS		225.00	
01-020047	TML - INTERGOVERNMENTA	I-90114	01 1400	PREPAID EXPEN: PRE-PAY FOR	131154	19.11	
				VENDOR 01-020047 TOTALS		19.11	
01-020057	TML MULTISTATE IEBP	I-82714	01 2461	TML MEDICAL : SEPT. 2014 MEDICAL P	131069	9,427.02	
01-020057	TML MULTISTATE IEBP	I-82714	01 2484	VISION : SEPT. 2014 MEDICAL P	131069	405.00	
				VENDOR 01-020057 TOTALS		9,832.02	



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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

VENDOR SET: 01 City of South Padre Islan

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1990 THRU 99/99/9999

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021226	US BANK VOYAGER FLEET	I-869326488435	01 48090	FUEL REBATE	: FUEL PURCHASED 7/24	131164	2,461.99-
					VENDOR 01-021226 TOTALS		2,461.99-
01-1	GREGORY MILLS	I-91014	01 2473	CHILD SUPPORT: GREGORY MILLS: REFUN	131169		90.28
					VENDOR 01-1 TOTALS		90.28
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	14,927.76

9/11/2014 11:47 AM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Islan

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002830	THE BROWNSVILLE HERALD	I-90214	01 512-0107	BOOKS & PERIO:	6 MOS. SUBSCRIPTION;	131076	78.00
VENDOR 01-002830 TOTALS							78.00
01-006133	DEARBORN NATIONAL	I-81414	01 512-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE	131064	214.63
VENDOR 01-006133 TOTALS							214.63
01-020057	TML MULTISTATE IEBP	I-82714	01 512-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	1,291.93
VENDOR 01-020057 TOTALS							1,291.93
01-020100	T.M.R.S.	I-90414	01 512-0080	THRS	: AUG 2014 CITY CONTRI	999999	3,231.41
VENDOR 01-020100 TOTALS							3,231.41

DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL: 4,815.97

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	01 513-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		175.67
					VENDOR 01-006133 TOTALS		175.67
01-012017	LEADERSHIP LAGUNA MADR	I-081914	01 513-0513	TRAINING EXPE:	TTUITION FOR EDDIE S 131094		375.00
					VENDOR 01-012017 TOTALS		375.00
01-020057	TML MULTISTATE IEBP	I-82714	01 513-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		1,929.90
					VENDOR 01-020057 TOTALS		1,929.90
01-020100	T.M.R.S.	I-90414	01 513-0080	TMRS	: AUG 2014 CITY CONTRI 999999		2,353.06
					VENDOR 01-020100 TOTALS		2,353.06
				DEPARTMENT 513	FINANCE DEPARTMENT	TOTAL:	4,833.63

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-544627-0	01 514-0101	OFFICE SUPPLI:	1-BX LGL FOLDERS	131072	51.85
VENDOR 01-001129 TOTALS							51.85
01-006133	DEARBORN NATIONAL	I-81414	01 514-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE	131064	79.84
VENDOR 01-006133 TOTALS							79.84
01-013105	MARTA MARTINEZ	I-090414	01 514-0513	TRAINING EXPE:	MEAL PER DIEM SEPT.	131137	30.00
VENDOR 01-013105 TOTALS							30.00
01-020057	TML MULTISTATE IEBP	I-82714	01 514-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	769.96
VENDOR 01-020057 TOTALS							769.96
01-020100	T.M.R.S.	I-90414	01 514-0080	TMRS	: AUG 2014 CITY CONTRI	999999	1,189.72
VENDOR 01-020100 TOTALS							1,189.72

DEPARTMENT 514 PLANNING DEPARTMENT TOTAL: 2,121.37



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	01 515-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		103.63
					VENDOR 01-006133 TOTALS		103.63
01-013177	MCAFFEE, INC.	I-97639034	01 515-0415	SERVICE CONTR:	REMAINING MONTHLY PA 131139		247.45
					VENDOR 01-013177 TOTALS		247.45
01-019502	AT&T	I-90114	01 515-0501	COMMUNICATION:	LONG DISTANCE 131150		1,436.98
					VENDOR 01-019502 TOTALS		1,436.98
01-020057	TML MULTISTATE IEBP	I-82714	01 515-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		1,139.94
					VENDOR 01-020057 TOTALS		1,139.94
01-020100	T.M.R.S.	I-90414	01 515-0080	TMRS	: AUG 2014 CITY CONTRI 999999		1,464.89
					VENDOR 01-020100 TOTALS		1,464.89
01-022245	CELLCO PARTNERSHIP	I-9731177292	01 515-0501	COMMUNICATION:	VERIZON MONTHLY SERV 131165		38.82
					VENDOR 01-022245 TOTALS		38.82

DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL: 4,431.71

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-95295	01 516-9030	LEGAL SERVICE: PROF. SERV. THROUGH	999999		980.50
				VENDOR 01-002106	TOTALS		980.50
01-006133	DEARBORN NATIONAL	I-81414	01 516-0081	GROUP INSURAN: SEPT. 2014 LTD, LIFE	131064		97.39
				VENDOR 01-006133	TOTALS		97.39
01-020057	TML MULTISTATE IEBP	I-82714	01 516-0081	GROUP INSURAN: SEPT. 2014 MEDICAL P	131069		1,139.94
				VENDOR 01-020057	TOTALS		1,139.94
01-020100	T.M.R.S.	I-90414	01 516-0080	THRS : AUG 2014 CITY CONTRI	999999		1,324.93
				VENDOR 01-020100	TOTALS		1,324.93
01-1	HOSPITALITY CAREERS ON I-INV-D00086926		01 516-9031	RECRUITMENT C: HOSPITALITY CAREERS	131170		469.00
				VENDOR 01-1	TOTALS		469.00

DEPARTMENT 516 HUMAN RESOURCES TOTAL: 4,011.76

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 9

VENDOR SET: 01 City of South Padre Islan

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	01 520-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		54.90
					VENDOR 01-006133 TOTALS		54.90
01-008265	PAUL HEMPHILL	I-090214	01 520-0530	PROFESSIONAL :	ALTERNATE JUDGE FEES 131134		625.00
					VENDOR 01-008265 TOTALS		625.00
01-020057	TML MULTISTATE IEBP	I-82714	01 520-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		759.96
					VENDOR 01-020057 TOTALS		759.96
01-020100	T.M.R.S.	I-90414	01 520-0080	THRS	: AUG 2014 CITY CONTRI 999999		745.78
					VENDOR 01-020100 TOTALS		745.78

DEPARTMENT 520	MUNICIPAL COURT	TOTAL:	2,185.64
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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 10

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001014	ADMIRAL LINEN & UNIFORM	I-AU93614	01 521-0571	FOOD FOR PRIS:	MISC. MOPS, FLOORMA	999999	43.00
VENDOR 01-001014 TOTALS							43.00
01-006133	DEARBORN NATIONAL	I-81414	01 521-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE	131064	1,186.07
VENDOR 01-006133 TOTALS							1,186.07
01-020057	TML MULTISTATE IEBP	I-82714	01 521-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	16,397.46
VENDOR 01-020057 TOTALS							16,397.46
01-020100	T.M.R.S.	I-90414	01 521-0080	TMRS	: AUG 2014 CITY CONTRI	999999	15,885.97
VENDOR 01-020100 TOTALS							15,885.97
01-020105	TEXAS POLICE CHIEFS AS	I-082514	01 521-0101	OFFICE SUPPLI:	POLICE OFFICER ENTRY	131156	102.00
VENDOR 01-020105 TOTALS							102.00
01-020231	TEXAS POLICE CHIEFS AS	I-644	01 521-0551	DUES & MEMBER:	PD-TLEBP RECOGNITION	131161	1,200.00
VENDOR 01-020231 TOTALS							1,200.00
01-020602	TOUCAN GRAPHICS	I-16714	01 521-0101	OFFICE SUPPLI:	PD-3 BUS CARDS CASTA	131162	87.00
01-020602	TOUCAN GRAPHICS	I-16715	01 521-0101	OFFICE SUPPLI:	PD;BUS CARDS SILVA,O	131162	58.00
VENDOR 01-020602 TOTALS							145.00
01-022242	VOICE PRODUCTS, INC	I-AR63334A	01 521-0150	MINOR TOOLS &:	PD-10 BODY CAMERAS	999999	6,590.00
VENDOR 01-022242 TOTALS							6,590.00

DEPARTMENT 521 POLICE DEPARTMENT TOTAL: 41,549.50



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002145	BIO-OPS, LLC	I-14-2079	01 522-0114	MEDICAL	: MONTHLY SERVICE: REG 131075		30.00
VENDOR 01-002145 TOTALS							30.00
01-002912	COMPRESOURCE, INC.	I-108825	01 522-0150	MINOR TOOLS &	: 1,000 FIRE SAFETY PO 131120		489.45
VENDOR 01-002912 TOTALS							489.45
01-003680	TEXAS COMM ON FIRE PRO I-082814		01 522-0513	TRAINING EXPE:	APPLICATION FEE: RIC 131081		85.00
01-003680	TEXAS COMM ON FIRE PRO I-82814		01 522-0513	TRAINING EXPE:	APPLICATION FEE: G. 131082		85.00
VENDOR 01-003680 TOTALS							170.00
01-003799	YOLANDA CRUZ	I-090914	01 522-0150	MINOR TOOLS &	: EXPENSE REIMBURSEMENT 131125		7.99
VENDOR 01-003799 TOTALS							7.99
01-003905	CULLIGAN WATER OF THE	I-800439472	01 522-0415	SERVICE CONTR:	50# SOLAR SALT DELIV 131084		54.05
VENDOR 01-003905 TOTALS							54.05
01-006133	DEARBORN NATIONAL	I-81414	01 522-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		915.90
VENDOR 01-006133 TOTALS							915.90
01-008287	HOYT ENTERPRISES, INC. I-013887		01 522-0415	SERVICE CONTR:	QTRLY SERVICE WO#42 131091		495.00
01-008287	HOYT ENTERPRISES, INC. I-013914		01 522-0410	MACHINERY & E:	EMERGENCY REPAIRS 131091		1,498.90
VENDOR 01-008287 TOTALS							1,993.90
01-012133	LIFE - ASSIST, INC	I-684267	01 522-0114	MEDICAL	: 1-BX DIPHENHYDRAMINE 131095		36.90
01-012133	LIFE - ASSIST, INC	I-684773	01 522-0114	MEDICAL	: 1 BX EA. DIAZEPAM/MI 131095		328.71
01-012133	LIFE - ASSIST, INC	I-685354	01 522-0114	MEDICAL	: SYRINGES, ELECTRODE, 131095		331.04
VENDOR 01-012133 TOTALS							696.65
01-016674	PRAXAIR DISTRIBUTION I I-50248086		01 522-0114	MEDICAL	: OXYG.,CYL. DEMURRAGE 131098		420.27
01-016674	PRAXAIR DISTRIBUTION I I-50327036		01 522-0114	MEDICAL	: OXYGEN CYLINDERS FOR 131145		128.65
VENDOR 01-016674 TOTALS							548.92

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 12

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018073	RDJ SPECIALIST INC.	I-076412	01 522-0150	MINOR TOOLS &	500 MARDI GRAS PENS	131099	390.37
VENDOR 01-018073 TOTALS							390.37
01-020016	TERMINIX	I-337242856	01 522-0415	SERVICE CONTR:	PEST CONTROL - FIRE	131107	125.00
VENDOR 01-020016 TOTALS							125.00
01-020057	TML MULTISTATE IEBP	I-82714	01 522-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	10,349.46
VENDOR 01-020057 TOTALS							10,349.46
01-020100	T.M.R.S.	I-90414	01 522-0080	TNRS	: AUG 2014 CITY CONTRI	999999	13,934.90
VENDOR 01-020100 TOTALS							13,934.90

DEPARTMENT 522	FIRE DEPARTMENT	TOTAL:	29,706.59
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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001360	CEAT	I-081914	01 532-0551	DUES & MEMBER:	MEMBERSHIP RENEWAL:	131118	200.00
						VENDOR 01-001360 TOTALS	200.00
01-001950	GABRIEL GONZALEZ	I-BN-1144	01 532-0545	LOT MOWING	: MOWING @ 216 W. LANT 999999		24.99
01-001950	GABRIEL GONZALEZ	I-BN-1145	01 532-0545	LOT MOWING	: MOWING @ 203 W. LANT 999999		24.99
01-001950	GABRIEL GONZALEZ	I-BN-1146	01 532-0545	LOT MOWING	: MOWING @ 111 W. POMP 999999		24.99
01-001950	GABRIEL GONZALEZ	I-BN-1147	01 532-0545	LOT MOWING	: MOWING @ 107 W. POMP 999999		34.99
01-001950	GABRIEL GONZALEZ	I-BN-1148	01 532-0545	LOT MOWING	: MOWING @ 109 W. POMP 999999		24.99
01-001950	GABRIEL GONZALEZ	I-BN-1149	01 532-0545	LOT MOWING	: MOWING @ 108 W. CORR 999999		24.99
01-001950	GABRIEL GONZALEZ	I-BN-1150	01 532-0545	LOT MOWING	: MOWING @ 106 W. CORR 999999		29.99
01-001950	GABRIEL GONZALEZ	I-BN-1151	01 532-0545	LOT MOWING	: MOWING @ 102 W. PALM 999999		29.99
						VENDOR 01-001950 TOTALS	219.92
01-003069	CAMERON CNTY. CLERK OFF	I-82814	01 532-0545	LOT MOWING	: FILING FEES -LIENS F 131079		2,000.00
						VENDOR 01-003069 TOTALS	2,000.00
01-006133	DEARBORN NATIONAL	I-81414	01 532-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		170.40
						VENDOR 01-006133 TOTALS	170.40
01-006162	FLORES LANDSCAPING & G	I-0000002	01 532-0545	LOT MOWING	: MOWING @ 5904 E. HAV 131129		45.00
01-006162	FLORES LANDSCAPING & G	I-0000003	01 532-0545	LOT MOWING	: MOWING @ 107 W. REDS 131129		35.00
						VENDOR 01-006162 TOTALS	80.00
01-020008	TEXAS ANIMAL CONTROL A	I-81914	01 532-0551	DUES & MEMBER:	MEMBERSHIP RENEWAL:	131152	250.00
						VENDOR 01-020008 TOTALS	250.00
01-020018	TEXAS ASSC. OF MUNICI	I-090814	01 532-0551	DUES & MEMBER:	MEMBERSHIP RENEWAL:	131153	50.00
						VENDOR 01-020018 TOTALS	50.00
01-020057	TML MULTISTATE IEBP	I-82714	01 532-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		2,299.88
						VENDOR 01-020057 TOTALS	2,299.88

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 14

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-90414	01 532-0080	TMRS	: AUG 2014 CITY CONTRI	999999	2,083.07
					VENDOR 01-020100 TOTALS		2,083.07
01-020107	TMVCA, INC.	I-090814	01 532-0551	DUES & MEMBER:	MEMBERSHIP RENEWALS	131157	75.00
					VENDOR 01-020107 TOTALS		75.00
01-020167	TEHA	I-81914	01 532-0551	DUES & MEMBER:	MEMBERSHIP RENEWAL	131158	400.00
					VENDOR 01-020167 TOTALS		400.00
				DEPARTMENT 532	CODE ENFORCEMENT	TOTAL:	7,828.27



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001254	ALL VALLEY WIDE TOWING	I-007235	01 540-0420-07	REPAIRS & MAI:	TOWING OF MED 01-FRO	131116	250.00
01-001254	ALL VALLEY WIDE TOWING	I-007236	01 540-0420-07	REPAIRS & MAI:	TOWING OF MED. 01 FR	131116	250.00
VENDOR 01-001254 TOTALS							500.00
01-006133	DEARBORN NATIONAL	I-81414	01 540-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE	131064	59.50
VENDOR 01-006133 TOTALS							59.50
01-018031	ALFREDO RAMOS	I-70	01 540-0415	SERVICE CONTR:	ANNUAL TEST & CERTIF	131146	300.00
01-018031	ALFREDO RAMOS	I-71	01 540-0415	SERVICE CONTR:	ANNUAL CERTIFICATION	131146	300.00
01-018031	ALFREDO RAMOS	I-72	01 540-0420-02	REPAIRS & MAI:	T-1 MAINTENANCE	131146	300.00
01-018031	ALFREDO RAMOS	I-72-1	01 540-0415	SERVICE CONTR:	GREASE, LUBE, RAGS,	131146	91.15
VENDOR 01-018031 TOTALS							991.15
01-020057	TML MULTISTATE IEBP	I-82714	01 540-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	759.96
VENDOR 01-020057 TOTALS							759.96
01-020100	T.M.R.S.	I-90414	01 540-0080	THRS	: AUG 2014 CITY CONTRI	999999	746.03
VENDOR 01-020100 TOTALS							746.03
01-021226	US BANK VOYAGER FLEET	I-869326488435	01 540-0104-01	FUEL & LUBRIC:	FUEL PURCHASED 7/24	131164	8,147.36
01-021226	US BANK VOYAGER FLEET	I-869326488435	01 540-0104-02	FUEL & LUBRIC:	FUEL PURCHASED 7/24	131164	1,031.35
01-021226	US BANK VOYAGER FLEET	I-869326488435	01 540-0104-03	FUEL & LUBRIC:	FUEL PURCHASED 7/24	131164	5,469.48
01-021226	US BANK VOYAGER FLEET	I-869326488435	01 540-0104-04	FUEL & LUBRIC:	FUEL PURCHASED 7/24	131164	1,519.96
01-021226	US BANK VOYAGER FLEET	I-869326488435	01 540-0104-05	FUEL & LUBRIC:	FUEL PURCHASED 7/24	131164	2,616.89
VENDOR 01-021226 TOTALS							18,785.04
DEPARTMENT 540 FLEET MANAGEMENT TOTAL:							21,841.68



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 16

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	01 541-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		73.63
VENDOR 01-006133 TOTALS							73.63
01-020057	TML MULTISTATE IEBP	I-82714	01 541-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		1,149.94
VENDOR 01-020057 TOTALS							1,149.94
01-020100	T.M.R.S.	I-90414	01 541-0080	THRS	: AUG 2014 CITY CONTRI 999999		791.09
VENDOR 01-020100 TOTALS							791.09

DEPARTMENT 541 BUILDING MAINTENANCE TOTAL: 2,014.66

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 17

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN I-544626-0		01 542-0101	OFFICE SUPPLI:	SEALING TAPE, USB DR 131072		10.46
01-001129	A & W OFFICE SUPPLY IN I-544626-0		01 542-0150	MINOR TOOLS &:	SEALING TAPE, USB DR 131072		24.40
				VENDOR 01-001129	TOTALS		34.86
01-006133	DEARBORN NATIONAL	I-81414	01 542-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		94.36
				VENDOR 01-006133	TOTALS		94.36
01-013403	JUANITA MOTA	I-090314	01 542-0550	TRAVEL EXPENS:	PER DIEM, MCALLEN 9/ 131140		30.00
				VENDOR 01-013403	TOTALS		30.00
01-020057	TML MULTISTATE IEBP	I-82714	01 542-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		1,139.94
				VENDOR 01-020057	TOTALS		1,139.94
01-020100	T.M.R.S.	I-90414	01 542-0080	TMRS	: AUG 2014 CITY CONTRI 999999		1,344.89
				VENDOR 01-020100	TOTALS		1,344.89

DEPARTMENT 542 INSPECTIONS DIVISION TOTAL: 2,644.05

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

VENDOR SET: 01 City of South Padre Islan

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003704	CAMERON COUNTY	I-82714	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG JULY 1	131083	177.01
VENDOR 01-003704 TOTALS							177.01
01-006133	DEARBORN NATIONAL	I-81414	01 543-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE	131064	445.81
VENDOR 01-006133 TOTALS							445.81
01-007588	MARY ANN GUILLEN	I-82814	01 543-0513	TRAINING EXPE:	MILEAGE AND MEAL REI	131133	106.23
VENDOR 01-007588 TOTALS							106.23
01-013114	MATHESON TRI-GAS	I-09799108	01 543-0510	RENTAL OF EQU:	ACETYLENE/MISC. WELD	131138	134.21
VENDOR 01-013114 TOTALS							134.21
01-019210	SMITH MUNICIPAL SUPPLI	I-00-14309	01 543-0112	SIGNS	: 25- EX 2" CAPS, 10 N	131148	388.65
01-019210	SMITH MUNICIPAL SUPPLI	I-00-14314	01 543-0112	SIGNS	: 11- 9 X 42 EXT. STRE	131103	458.26
01-019210	SMITH MUNICIPAL SUPPLI	I-00-14345	01 543-0112	SIGNS	: 10- 30" STOP SIGNS,	131103	419.20
VENDOR 01-019210 TOTALS							1,266.11
01-020057	TML MULTISTATE IEBP	I-82714	01 543-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	6,849.64
VENDOR 01-020057 TOTALS							6,849.64
01-020100	T.M.R.S.	I-90414	01 543-0080	TMRS	: AUG 2014 CITY CONTRI	999999	5,400.41
VENDOR 01-020100 TOTALS							5,400.41

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 14,379.42

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 19

VENDOR SET: 01 City of South Padre Islan

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 544 EMERGENCY MANAGEMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023046	GREGORY NEIL WATERS	I-81914	01 544-0550	TRAVEL	: HOTEL EXP. HOUSTON T 131166		486.72
01-023046	GREGORY NEIL WATERS	I-81914-1	01 544-0550	TRAVEL	: MEAL EXPENSE: HOUSTO 131166		300.00
VENDOR 01-023046 TOTALS							786.72

DEPARTMENT 544 EMERGENCY MANAGEMENT TOTAL: 786.72



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 20

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003000	CAMERON APPRAISAL DIST	I-0052100015	01 570-9015	C.C. APPRAISA:	2014 QTRLY ASSESSMEN	131078	15,878.98
VENDOR 01-003000 TOTALS							15,878.98
01-003805	PAUL CUNNINGHAM, JR.,	I-2000247	01 570-9030	LEGAL SERVICE:	GENERAL LEGAL SERV.	999999	4,217.50
VENDOR 01-003805 TOTALS							4,217.50
01-007115	GEXA ENERGY, LP	I-17683846-4	01 570-0580	ELECTRICITY :	ELECTRIC BILL DATED	131088	17,985.35
VENDOR 01-007115 TOTALS							17,985.35
01-009159	RICHO USA, INC.	I-93144222	01 570-0510	RENTAL OF EQU:	ANNUAL LEASE FOR 201	131135	349.00
VENDOR 01-009159 TOTALS							349.00
01-012071	LAGUNA MDRE WTR DIST N	I-201409105381	01 570-0581	WATER, SEWER, :	1 PADRE BLVD OLD CAU	999999	136.97
01-012071	LAGUNA MDRE WTR DIST N	I-201409105382	01 570-0581	WATER, SEWER, :	80 FT. E. NEW CAUSEW	999999	706.33
01-012071	LAGUNA MDRE WTR DIST N	I-201409105385	01 570-0581	WATER, SEWER, :	1313 PADRE BLVD MDN	999999	14.61
01-012071	LAGUNA MDRE WTR DIST N	I-201409105386	01 570-0581	WATER, SEWER, :	911 PADRE BLVD MDN	999999	11.96
01-012071	LAGUNA MDRE WTR DIST N	I-201409105387	01 570-0581	WATER, SEWER, :	1201 PADRE BLVD MDN	999999	11.96
01-012071	LAGUNA MDRE WTR DIST N	I-201409105388	01 570-0581	WATER, SEWER, :	1612 PADRE BLVD MDN	999999	30.99
01-012071	LAGUNA MDRE WTR DIST N	I-201409105389	01 570-0581	WATER, SEWER, :	2000 PADRE BLVD MDN	999999	12.20
01-012071	LAGUNA MDRE WTR DIST N	I-201409105390	01 570-0581	WATER, SEWER, :	2412 PADRE BLVD	999999	11.96
01-012071	LAGUNA MDRE WTR DIST N	I-201409105391	01 570-0581	WATER, SEWER, :	2700 PADRE BLVD MDN	999999	18.23
01-012071	LAGUNA MDRE WTR DIST N	I-201409105392	01 570-0581	WATER, SEWER, :	3000 PADR BLVD MDN	999999	11.96
01-012071	LAGUNA MDRE WTR DIST N	I-201409105393	01 570-0581	WATER, SEWER, :	CRN PADRE & TARPON M	999999	16.56
01-012071	LAGUNA MDRE WTR DIST N	I-201409105394	01 570-0581	WATER, SEWER, :	1800 GULF BLVD	999999	335.76
01-012071	LAGUNA MDRE WTR DIST N	I-201409105395	01 570-0581	WATER, SEWER, :	2712 PADRE BLVD	999999	11.96
01-012071	LAGUNA MDRE WTR DIST N	I-201409105396	01 570-0581	WATER, SEWER, :	3420 GULF BLVD. ACCE	999999	166.08
01-012071	LAGUNA MDRE WTR DIST N	I-201409105398	01 570-0581	WATER, SEWER, :	106 W. RETAMS ST. F/	999999	50.25
01-012071	LAGUNA MDRE WTR DIST N	I-201409105399	01 570-0581	WATER, SEWER, :	106 W. RETAMA ST.	999999	243.41
01-012071	LAGUNA MDRE WTR DIST N	I-201409105400	01 570-0581	WATER, SEWER, :	5222 GULF BLVD	999999	35.55
01-012071	LAGUNA MDRE WTR DIST N	I-201409105401	01 570-0581	WATER, SEWER, :	110 E. MORNINGSIDE D	999999	79.73
01-012071	LAGUNA MDRE WTR DIST N	I-201409105402	01 570-0581	WATER, SEWER, :	5418 GULF BLVD - B A	999999	31.75
01-012071	LAGUNA MDRE WTR DIST N	I-201409105403	01 570-0581	WATER, SEWER, :	6100 PADRE BLVD	999999	16.56
01-012071	LAGUNA MDRE WTR DIST N	I-201409105406	01 570-0581	WATER, SEWER, :	4380 GULF BLVD	999999	11.96
01-012071	LAGUNA MDRE WTR DIST N	I-201409105407	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	222.58
01-012071	LAGUNA MDRE WTR DIST N	I-201409105408	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	67.58
01-012071	LAGUNA MDRE WTR DIST N	I-201409105409	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	32.23
01-012071	LAGUNA MDRE WTR DIST N	I-201409105410	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	186.30
01-012071	LAGUNA MDRE WTR DIST N	I-201409105411	01 570-0581	WATER, SEWER, :	4601 PADRE BLVD F/L	999999	50.25

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 21

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012071	LAGUNA MDRE WTR DIST N	I-201409105412	01 570-0581	WATER, SEWER, :	4601 PADRE BLVD	999999	816.53
01-012071	LAGUNA MDRE WTR DIST N	I-201409105413	01 570-0581	WATER, SEWER, :	108 W. HUISACHE ST.	999999	32.23
01-012071	LAGUNA MDRE WTR DIST N	I-201409105414	01 570-0581	WATER, SEWER, :	4818 GULF BLVD B ACC	999999	37.83
01-012071	LAGUNA MDRE WTR DIST N	I-201409105415	01 570-0581	WATER, SEWER, :	LAGUNA & VENUS	999999	72.03
VENDOR 01-012071 TOTALS							3,484.30
01-018154	REPUBLIC SERVICES #863	I-0863000897983	01 570-0581	WATER, SEWER, :	108 W. RETAMA	131147	3,210.95
01-018154	REPUBLIC SERVICES #863	I-0863000909878	01 570-0581	WATER, SEWER, :	SERVICE @ 4501 PADRE	131100	266.88
01-018154	REPUBLIC SERVICES #863	I-0863000913367	01 570-0581	WATER, SEWER, :	108 W. RETAMA,	131147	1,760.62
VENDOR 01-018154 TOTALS							5,238.45
01-020047	TML - INTERGOVERNMENTA	I-90114	01 570-9052	WINDSTORM INSURANCE		131154	6.37
VENDOR 01-020047 TOTALS							6.37
01-022000	VALLEY BOTTLE WATER CO	I-705641	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	999999	58.50
01-022000	VALLEY BOTTLE WATER CO	I-705698	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL PU	999999	32.50
01-022000	VALLEY BOTTLE WATER CO	I-705699	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. C	999999	37.50
01-022000	VALLEY BOTTLE WATER CO	I-705700	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	999999	3.25
01-022000	VALLEY BOTTLE WATER CO	I-710087	01 570-0581	WATER, SEWER, :	BOTTLED WATER DELIVE	999999	37.50
01-022000	VALLEY BOTTLE WATER CO	I-710088	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	999999	19.50
VENDOR 01-022000 TOTALS							188.75
01-023906	XEROX CORPORATION	I-075723024	01 570-0510	RENTAL OF EQU:	PUBLIC WRKS COPIER	131114	909.04
01-023906	XEROX CORPORATION	I-075723025	01 570-0510	RENTAL OF EQU:	ADMIN COPIER LEASE	131114	1,134.48
01-023906	XEROX CORPORATION	I-075723029	01 570-0510	RENTAL OF EQU:	FINANCE COPIER LEASE	131114	401.20
01-023906	XEROX CORPORATION	I-075723030	01 570-0510	RENTAL OF EQU:	PD COPIER LEASE	131114	616.93
VENDOR 01-023906 TOTALS							3,061.65
DEPARTMENT 570 GENERAL SERVICES TOTAL:							50,410.35

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 22

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008253	HILLCO PARTNERS	I-26086	01 572-0530		PROFESSIONAL : PROF. FEES FOR SEPT	999999	10,416.67
						VENDOR 01-008253 TOTALS	10,416.67

DEPARTMENT 572	SPECIAL PROJECTS	TOTAL:	10,416.67
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VENDOR SET 01	GENERAL FUND	TOTAL:	218,905.75
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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 23

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001210	AIR FILTER COMPANY	I-65328	02 590-0415	SERVICE CONTR: AC FILTER SERVICE		999999	40.00
					VENDOR 01-001210 TOTALS		40.00
01-006133	DEARBORN NATIONAL	I-81414	02 590-0081	GROUP INSURAN: SEPT. 2014 LTD, LIFE 131064			78.66
					VENDOR 01-006133 TOTALS		78.66
01-007115	GEXA ENERGY, LP	I-17683846-4	02 590-0580	ELECTRICITY : ELECTRIC BILL DATED 131088			964.10
					VENDOR 01-007115 TOTALS		964.10
01-012071	LAGUNA MDRE WTR DIST N I-201409105383		02 590-0581	WATER,SEWER &: 600 PADRE BLVD		999999	119.91
01-012071	LAGUNA MDRE WTR DIST N I-201409105384		02 590-0581	WATER,SEWER &: 600 PADRE BLVD		999999	25.65
					VENDOR 01-012071 TOTALS		145.56
01-015027	ORKIN EXTERMINATING CO I-96670673		02 590-0415	SERVICE CONTR: PEST CONTROL VC		131142	59.00
					VENDOR 01-015027 TOTALS		59.00
01-018154	REPUBLIC SERVICES #863 I-0863000911239		02 590-0581	WATER,SEWER &: SERVICE @ 600-B PADR 131100			84.18
					VENDOR 01-018154 TOTALS		84.18
01-020057	TML MULTISTATE IEBP I-82714		02 590-0081	GROUP INSURAN: SEPT. 2014 MEDICAL P 131069			1,149.94
					VENDOR 01-020057 TOTALS		1,149.94
01-020100	T.M.R.S. I-90414		02 590-0080	TMRS : AUG 2014 CITY CONTRI 999999			910.35
					VENDOR 01-020100 TOTALS		910.35
01-020661	TOP CUT LAWN CARE & IR I-51646		02 590-0412	LANDSCAPE : LANDSCAPE SERVICE 131109			375.00
					VENDOR 01-020661 TOTALS		375.00



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 24

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021095	UNITED PARCEL SERVICE	I-0000648239334-1	02 590-0108	POSTAGE	: MISC. SERVICE CHARGE	131071	22.60
01-021095	UNITED PARCEL SERVICE	I-0000648239354	02 590-0108	POSTAGE	: SERVICE CHARGES	131163	22.60
01-021095	UNITED PARCEL SERVICE	I-000648239344	02 590-0108	POSTAGE	: MISC. SERV. CHARGES	131111	22.60
VENDOR 01-021095 TOTALS							67.80
01-021226	US BANK VOYAGER FLEET	I-869326488435	02 590-0104	FUELS & LUBRI:	FUEL PURCHASED 7/24	131164	37.96
VENDOR 01-021226 TOTALS							37.96
01-022000	VALLEY BOTTLE WATER CO	I-713103	02 590-0101	OFFICE SUPPLI:	BOTTLED WATER DEL. V 999999		3.25
VENDOR 01-022000 TOTALS							3.25
01-023906	XEROX CORPORATION	I-075723032	02 590-0510	RENTAL OF EQU:	VC-COPY MACHINE	131167	332.31
VENDOR 01-023906 TOTALS							332.31
01-1	A-1 HANDWASH & BARBER	I-214070	02 590-0160	LAUNDRY & JAN:	A-1 HANDWASH & BARBE	131115	150.00
VENDOR 01-1 TOTALS							150.00
DEPARTMENT 590 VISITORS BUREAU TOTAL:							4,398.11

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 25

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES &amp; ADMINISTRATION

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	02 592-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		195.61
				VENDOR 01-006133	TOTALS		195.61
01-020057	TML MULTISTATE IEBP	I-82714	02 592-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		2,849.35
				VENDOR 01-020057	TOTALS		2,849.35
01-020100	T.M.R.S.	I-90414	02 592-0080	THRS	: AUG 2014 CITY CONTRI 999999		3,396.55
				VENDOR 01-020100	TOTALS		3,396.55
01-021226	US BANK VOYAGER FLEET	I-869326488435	02 592-0104	FUELS & LUBRI:	FUEL PURCHASED 7/24 131164		109.15
				VENDOR 01-021226	TOTALS		109.15
01-022158	VALLEY INTERNATIONAL A	I-SPI#54-14	02 592-0534	AIRPORT SHUTT:	SPI/VIA AIRPORT SHUT 999999		7,216.38
				VENDOR 01-022158	TOTALS		7,216.38
01-023084	WELCOME HOME, RGV, LLC	I-3667	02 592-0551	DUES & MEMBER:	RENEWAL ANNUAL NETWO 131112		300.00
				VENDOR 01-023084	TOTALS		300.00

DEPARTMENT 592 SALES &amp; ADMINISTRATION TOTAL: 14,067.04

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 26

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006111	AIM MEDIA TEXAS OPERAT	I-10008587-0814	02 593-8075	SAND CASTLE D:	ADS SANDCASTLE SUMME	131127	588.00
					VENDOR 01-006111 TOTALS		588.00
01-006133	DEARBORN NATIONAL	I-81414	02 593-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE	131064	34.31
					VENDOR 01-006133 TOTALS		34.31
01-016613	PYRO SHOWS OF TEXAS, I	I-80-1	02 593-8030	FIREWORKS	: FIREWORKS DISPLAY 8/	131068	7,093.75
					VENDOR 01-016613 TOTALS		7,093.75
01-020057	TML MULTISTATE IEBP	I-82714	02 593-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	379.98
					VENDOR 01-020057 TOTALS		379.98
01-020100	T.M.R.S.	I-90414	02 593-0080	TMRS	: AUG 2014 CITY CONTRI	999999	470.45
					VENDOR 01-020100 TOTALS		470.45
01-021226	US BANK VOYAGER FLEET	I-869326488435	02 593-0104	FUEL & LUBRIC:	FUEL PURCHASED 7/24	131164	151.12
					VENDOR 01-021226 TOTALS		151.12
01-023109	LUCINDA KAY WIERENGA	I-82714	02 593-8075	SAND CASTLE D:	2014 SANDCASTLE SUMM	131113	1,200.00
					VENDOR 01-023109 TOTALS		1,200.00
DEPARTMENT 593 EVENTS MARKETING						TOTAL:	9,917.61



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 VENDOR SET: 01 City of South Padre Island  
 FUND : 02 HOTEL/MOTEL TAX FUND  
 DEPARTMENT: 594 MARKETING  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 9/01/2014 THRU 9/12/2014  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 27  
 BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001181	DENISE ARNOLD	I-73114	02 594-0550	TRAVEL EXPENS: PER DIEM FOR FT. WOR	999999		150.00
VENDOR 01-001181 TOTALS							150.00
01-012147	CATARINO LOPEZ	I-634	02 594-0531	MEDIA PLACEME: MEDIA PLACEMENT 2013	999999		39,052.60
01-012147	CATARINO LOPEZ	I-635	02 594-0531	MEDIA PLACEME: MEDIA PLACEMENT 2013	999999		3,233.25
01-012147	CATARINO LOPEZ	I-636	02 594-0530	PROFESSIONAL : SEPT 2014 CREATIVE F	999999		5,000.00
01-012147	CATARINO LOPEZ	I-637	02 594-0530	PROFESSIONAL : PUBLIC RELATIONS SER	999999		6,250.00
01-012147	CATARINO LOPEZ	I-638	02 594-0530	PROFESSIONAL : ACCOUNT STEWARDSHIP	999999		5,000.00
01-012147	CATARINO LOPEZ	I-639	02 594-0550	TRAVEL EXPENS: TRAVEL EXPENSES FOR	999999		1,158.15
01-012147	CATARINO LOPEZ	I-640	02 594-0531	MEDIA PLACEME: ADDITIONAL MEDIA PLA	999999		200.00
01-012147	CATARINO LOPEZ	I-641	02 594-0531	MEDIA PLACEME: MEDIA PLACEMENT 2013	999999		10,800.00
VENDOR 01-012147 TOTALS							70,694.00
01-016600	PT ISABEL/SO PADRE PRE	I-83114	02 594-0531	MEDIA PLACEME: 3- SANDCASTLE ADS, A	131144		300.00
VENDOR 01-016600 TOTALS							300.00
01-019136	SIMPLEVIEW, LLC	I-52284	02 594-0559	CONTENT DEVEL: SIMPLE SUPPORT -5 MO	131102		689.00
01-019136	SIMPLEVIEW, LLC	I-53510	02 594-0537	PRODUCTION/CO: PPC SET-UP FEE, FACE	131102		4,350.00
VENDOR 01-019136 TOTALS							5,039.00
01-019306	SOUTHERN WAVE	I-1197	02 594-0538	CONVENTION SE: SPI BEER FEST DINNER	131104		500.00
VENDOR 01-019306 TOTALS							500.00
01-020104	SCOTT MCGEHEE	I-137-1	02 594-0108	FULFILMENT AN: VISITOR INFORMATION	131155		3,390.40
01-020104	SCOTT MCGEHEE	I-138-1	02 594-0108	FULFILMENT AN: FOLLOW UP POST CARD	131155		1,320.84
VENDOR 01-020104 TOTALS							4,711.24
01-020458	ONEBIRD	I-19553	02 594-0531	MEDIA PLACEME: AUG 2014 TRAVEL GUID	131108		366.00
VENDOR 01-020458 TOTALS							366.00
01-020710	THE UNIVERSITY OF TEXA	I-1210504	02 594-0230	STOCK PROMO -: SURF TEXAS BOOK	131110		7,737.50
VENDOR 01-020710 TOTALS							7,737.50

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 28

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-1	MARKEL SPECIALTY	I-90914	02 594-0533	MARKETING	: MARKEL SPECIALTY: FI 131168		2,321.00
					VENDOR 01-1	TOTALS	2,321.00

DEPARTMENT 594	MARKETING	TOTAL:	91,818.74
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VENDOR SET 02	HOTEL/MOTEL TAX FUND	TOTAL:	120,201.50
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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 29

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001014	ADMIRAL LINEN & UNIFOR	I-AU88478	06 565-0160	LAUNDRY & JAN:	MISC. MOPS, FLOORMA	999999	43.00
01-001014	ADMIRAL LINEN & UNIFOR	I-AU88479	06 565-0130	WEARING APPAR:	UNIFORM PANTS FOR M	999999	36.00
01-001014	ADMIRAL LINEN & UNIFOR	I-AU88480	06 565-0130	WEARING APPAR:	UNIFORMS FOR NOE MA	999999	26.50
01-001014	ADMIRAL LINEN & UNIFOR	I-AU88482	06 565-0510	RENTAL OF EQU:	MISC. TABLECOVERS, B	999999	105.50
01-001014	ADMIRAL LINEN & UNIFOR	I-AU93615	06 565-0130	WEARING APPAR:	UNIFORM PANTS MAINT	999999	42.00
01-001014	ADMIRAL LINEN & UNIFOR	I-SE98788	06 565-0160	LAUNDRY & JAN:	MISC. MOPS, FLOORMA	999999	43.00
01-001014	ADMIRAL LINEN & UNIFOR	I-SE98789	06 565-0130	WEARING APPAR:	UNIFORM PANTS - MAIN	999999	39.00
VENDOR 01-001014 TOTALS							335.00
01-001255	SUE HOFF	I-23279	06 565-0130	WEARING APPAR:	WORK SHIRTS OPERATIO	131073	566.84
VENDOR 01-001255 TOTALS							566.84
01-002893	BUG WORKS TERMITE & PE	I-42911	06 565-0415	SERVICE CONTR:	PEST CONTROL CVB	131077	250.00
VENDOR 01-002893 TOTALS							250.00
01-003150	CAMERON COUNTY PARKS-	I-090314	06 565-0560	CAMERON COUNT:	LEASE PAYMENT AUGUST	131080	1,146.89
VENDOR 01-003150 TOTALS							1,146.89
01-003418	RHM CHEMICAL INC.	I-2243	06 565-0415	SERVICE CONTR:	CONDENSER WATER PROG	131123	135.00
VENDOR 01-003418 TOTALS							135.00
01-003419	C & S SAFETY SUPPLY	I-138551	06 565-0114	MEDICAL :	MISC. FIRST AID SUPP	131124	40.73
VENDOR 01-003419 TOTALS							40.73
01-004268	JORGE BARAJAS	I-1005693	06 565-1001	BUILDINGS & S:	SANDBLASING @ CVB	131085	46,890.00
VENDOR 01-004268 TOTALS							46,890.00
01-005512	EXPRESS SERVICES, INC.	I-14600802-4	06 565-0530	PROFESSIONAL :	TEMP. LABOR: 8/24/14	131086	239.02
VENDOR 01-005512 TOTALS							239.02

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 30

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	06 565-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		238.92
					VENDOR 01-006133 TOTALS		238.92
01-007112	GIGNAC & ASSOCIATES,LL	I-1-81514	06 565-0530	PROFESSIONAL :	100% BIDDING/NEGOTIA 131087		217,942.32
					VENDOR 01-007112 TOTALS		217,942.32
01-007115	GEKA ENERGY, LP	I-17683846-4	06 565-0580	ELECTRICITY :	ELECTRIC BILL DATED 131088		22,227.19
					VENDOR 01-007115 TOTALS		22,227.19
01-007120	HELGESON PLUMBING, LLC	I-4273	06 565-0410	MACHINERY & E:	NEW WATER FOUNTAINS 131132		1,950.00
01-007120	HELGESON PLUMBING, LLC	I-4274	06 565-0410	MACHINERY & E:	NEW WATER FOUNTAINS 131132		3,900.00
					VENDOR 01-007120 TOTALS		5,850.00
01-007600	GULF COAST PAPER CO. I	C-807539	06 565-0101	OFFICE SUPPLI:	CUP DISPENSER - RETU 131089		38.75-
01-007600	GULF COAST PAPER CO. I	I-807566	06 565-0160	LAUNDRY & JAN:	ROLL TOWELS, TISSUE, 131089		497.64
01-007600	GULF COAST PAPER CO. I	I-810847	06 565-0160	LAUNDRY & JAN:	6-CS. ERGOTEC SOFT R 131089		21.90
01-007600	GULF COAST PAPER CO. I	I-811473	06 565-0160	LAUNDRY & JAN:	ROLL TOWELS, TISSUE, 131089		497.66
					VENDOR 01-007600 TOTALS		978.45
01-008227	HINO GAS SALES, INC.	I-523112	06 565-0104	FUELS & LUBRI:	16 GAL. LPG. 131090		64.00
					VENDOR 01-008227 TOTALS		64.00
01-009159	RICHO USA, INC.	I-93043827	06 565-0415	SERVICE CONTR:	LEASE FOR CLIENT USE 131093		115.50
					VENDOR 01-009159 TOTALS		115.50
01-012071	LAGUNA MDRE WTR DIST N	I-201409105404	06 565-0581	WATER, SEWER :	7355 PADRE BLVD 999999		1,382.03
01-012071	LAGUNA MDRE WTR DIST N	I-201409105405	06 565-0581	WATER, SEWER :	7355 PADRE BLVD 999999		1,214.01
					VENDOR 01-012071 TOTALS		2,596.04
01-013293	MID VALLEY SHEET METAL	I-28387	06 565-0530	PROFESSIONAL :	AAON SHEETMETAL REPL 131097		1,333.70
					VENDOR 01-013293 TOTALS		1,333.70



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 31

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018154	REPUBLIC SERVICES #863	I-0863000911278	06 565-0581	WATER, SEWER : SERV # 7355	PADRE BL 131100		659.62
VENDOR 01-018154 TOTALS							659.62
01-019012	SANTA FE LAUNDRY	I-762030	06 565-0160	LAUNDRY & JAN: TABLESKIRTS CLEANED	131101		318.50
VENDOR 01-019012 TOTALS							318.50
01-019520	AT&T	I-81814	06 565-0501	COMMUNICATION: FAX LINE AT CVB	131106		50.14
VENDOR 01-019520 TOTALS							50.14
01-020057	TML MULTISTATE IEBP	I-82714	06 565-0081	GROUP INSURAN: SEPT. 2014 MEDICAL P	131069		3,799.80
VENDOR 01-020057 TOTALS							3,799.80
01-020100	T.M.R.S.	I-90414	06 565-0080	TMRS : AUG 2014 CITY CONTRI	999999		2,873.05
VENDOR 01-020100 TOTALS							2,873.05
01-020185	TIME WARNER CABLE	I-82814	06 565-0415	SERVICE CONTR: BROADBAND/WIFI SPICC	131159		782.79
VENDOR 01-020185 TOTALS							782.79
01-020221	STEVEN HYDE	I-090314	06 565-0412	LANDSCAPE MAI: LANDSCAPE CC GROUNDS	131160		1,625.00
VENDOR 01-020221 TOTALS							1,625.00
01-021226	US BANK VOYAGER FLEET	I-869326488435	06 565-0104	FUELS & LUBRI: FUEL PURCHASED 7/24	131164		248.94
VENDOR 01-021226 TOTALS							248.94
01-022000	VALLEY BOTTLE WATER CO	I-710050	06 565-0103	CONSUMABLES : BOTTLED WATER DEL. C	999999		58.50
VENDOR 01-022000 TOTALS							58.50

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 311,365.94

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 311,365.94

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 32

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 08 FORFEITED PROPERTY FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006140	FLEET SAFETY EQUIPMENT I-139444		08 521-1007	MOTOR VEHICLE: PD-6	LED HORTZ SYNC	131128	568.81
VENDOR 01-006140 TOTALS							568.81

DEPARTMENT 521	POLICE DEPARTMENT	TOTAL:	568.81
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VENDOR SET 08	FORFEITED PROPERTY FUND	TOTAL:	568.81
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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 33

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 21 MUN. COURT TECHNOLOGY

DEPARTMENT: 520 MUN COURT TECHNOLOGY

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009117	TYLER TECHNOLOGIES INC	I-025-103780	21 520-0415	SERVICE CONTR:	COURT ONLINE COMPONE	131092	175.00
VENDOR 01-009117 TOTALS							175.00
01-023906	XEROX CORPORATION	I-075723031	21 520-0510	RENTAL OF EQU:	MUN. CRT. COPIER LEA	131114	331.47
VENDOR 01-023906 TOTALS							331.47
DEPARTMENT 520 MUN COURT TECHNOLOGY TOTAL:							506.47
VENDOR SET 21 MUN. COURT TECHNOLOGY TOTAL:							506.47

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 34

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 TRANSPORTATION DEPT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003226	DEBORAH CARPENTER	I-72514	30 591-0550	TRAVEL EXPENS:	CASH ADVANC: OKLAHOM	131121	226.00
VENDOR 01-003226 TOTALS							226.00
01-006133	DEARBORN NATIONAL	I-81414	30 591-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE	131064	441.80
VENDOR 01-006133 TOTALS							441.80
01-006997	G & K SERVICES	I-1103423924	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	999999	87.48
01-006997	G & K SERVICES	I-1103427956	30 591-0150	MINOR TOOLS &:	UNIFORMS FOR TRANS.	999999	87.48
VENDOR 01-006997 TOTALS							174.96
01-007115	GEKA ENERGY, LP	I-17683846-4	30 591-0580	ELECTRICITY :	ELECTRIC BILL DATED	131088	1,015.76
01-007115	GEKA ENERGY, LP	I-17683848-4	30 591-0580	ELECTRICITY :	SERVICE @ 3401 PADRE	131088	358.84
VENDOR 01-007115 TOTALS							1,374.60
01-007600	GULF COAST PAPER CO. I	I-808448	30 591-0160	LAUNDRY & JAN:	4 CS. TOWELS - TRANS	131089	77.64
VENDOR 01-007600 TOTALS							77.64
01-012071	LAGUNA MDRE WTR DIST N	I-201409105397	30 591-0581	WTR/SWR/GARBA:	3401 PADRE BLVD	999999	32.23
01-012071	LAGUNA MDRE WTR DIST N	I-201409105412	30 591-0581	WTR/SWR/GARBA:	4601 PADRE BLVD	999999	116.65
VENDOR 01-012071 TOTALS							148.88
01-012142	LONGHORN BUS SALES, LL	I-1531-1	30 591-0420	MOTOR VEHICLE:	REPAIRS TO NAVISTAR	131136	529.60
VENDOR 01-012142 TOTALS							529.60
01-014035	NAPA AUTO PARTS-BROWNS	I-022504	30 591-0420	MOTOR VEHICLE:	1-DRIER, HTR, SWITCH	131141	168.76
01-014035	NAPA AUTO PARTS-BROWNS	I-022786	30 591-0420	MOTOR VEHICLE:	1-COMRESSOR UNIT #35	131141	363.72
VENDOR 01-014035 TOTALS							532.48
01-015674	PRAXAIR DISTRIBUTION I	I-1103431953	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	131145	87.48
VENDOR 01-015674 TOTALS							87.48



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 35

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 TRANSPORTATION DEPT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018154	REPUBLIC SERVICES	#863 I-0863000909878	30 591-0581	WTR/SWR/GARBA:	SERVICE @ 4501 PADRE	131100	38.13
VENDOR 01-018154 TOTALS							38.13
01-019404	SPRINT	I-463528814-081	30 591-0501	COMMUNICATION:	CELLPHONE BILL 7/17	131105	405.42
VENDOR 01-019404 TOTALS							405.42
01-020057	TML MULTISTATE IEBF	I-82714	30 591-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P	131069	6,497.66
VENDOR 01-020057 TOTALS							6,497.66
01-020100	T.M.R.S.	I-90414	30 591-0080	TMRS	: AUG 2014 CITY CONTRI	999999	5,413.57
VENDOR 01-020100 TOTALS							5,413.57
01-021226	US BANK VOYAGER FLEET	I-869326488435	30 591-0104	FUELS & LUBRI:	FUEL PURCHASED 7/24	131164	15,651.95
VENDOR 01-021226 TOTALS							15,651.95
01-022000	VALLEY BOTTLE WATER CO	I-705701	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. -	999999	16.25
01-022000	VALLEY BOTTLE WATER CO	I-710086	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. T	999999	6.50
01-022000	VALLEY BOTTLE WATER CO	I-710089	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL TR	999999	26.00
VENDOR 01-022000 TOTALS							48.75
01-023906	XEROX CORPORATION	I-075723027	30 591-0150	MINOR TOOLS &:	COPIER LEASE- TRANSI	131114	310.39
VENDOR 01-023906 TOTALS							310.39

DEPARTMENT 591 TRANSPORTATION DEPT TOTAL: 31,959.31

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 36

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	30 595-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		42.56
VENDOR 01-006133 TOTALS							42.56
01-006997	G & K SERVICES	I-1103423924	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT 999999		19.15
01-006997	G & K SERVICES	I-1103427956	30 595-0150	MINOR TOOLS &:	UNIFORMS FOR TRANS. 999999		19.15
VENDOR 01-006997 TOTALS							38.30
01-016674	PRAXAIR DISTRIBUTION I	I-1103431953	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT 131145		19.15
VENDOR 01-016674 TOTALS							19.15
01-020057	TML MULTISTATE IEBF	I-82714	30 595-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		386.74
VENDOR 01-020057 TOTALS							386.74
01-020100	T.M.R.S.	I-90414	30 595-0080	TMRS	: AUG 2014 CITY CONTRI 999999		558.55
VENDOR 01-020100 TOTALS							558.55
01-021226	US BANK VOYAGER FLEET	I-869326488435	30 595-0104	FUELS & LUBRI:	FUEL PURCHASED 7/24 131164		6,689.05
VENDOR 01-021226 TOTALS							6,689.05
DEPARTMENT 595 METRO CONNECT						TOTAL:	7,734.35
VENDOR SET 30 TRANSPORTATION						TOTAL:	39,693.66

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 37

VENDOR SET: 01 City of South Padre Islan

BANK: ALL

FUND : 43 STREET IMPROVEMENT FUND

DEPARTMENT: 572 \*\* INVALID DEPT \*\*

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007007	G & T PAVING, LLC	I-82914-1	43 572-9472-01	STREETS & DRA:	GULF BLVD & SUNSET D 999999		40,339.93
VENDOR 01-007007 TOTALS							40,339.93

DEPARTMENT 572 \*\* INVALID DEPT \*\* TOTAL: 40,339.93

VENDOR SET 43 STREET IMPROVEMENT FUND TOTAL: 40,339.93

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 38

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 50 GENERAL DEBT SERVICE

DEPARTMENT: 567 DEBT SERVICE

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001991	THE BANK OF NEW YORK M I-252-1811012		50 567-0623	PAYING AGENT :	PAYING AGENT FEE 8/2 131074		500.00
VENDOR 01-001991 TOTALS							500.00

DEPARTMENT 567	DEBT SERVICE	TOTAL:	500.00
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VENDOR SET 50	GENERAL DEBT SERVICE	TOTAL:	500.00
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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 39

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 \*\* INVALID DEPT \*\*

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006140	FLEET SAFETY EQUIPMENT I-139335		60 521-1007	VEHICLES	: PD-12 LIN6 LED, SPEA 131128		1,373.64
VENDOR 01-006140 TOTALS							1,373.64

DEPARTMENT 521 \*\* INVALID DEPT \*\* TOTAL: 1,373.64

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 40

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL / PT TIME

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021226	US BANK VOYAGER FLEET	I-869326488435	60 522-0104	FUEL & LUBRIC:	FUEL PURCHASED 7/24	131164	2,313.47
VENDOR 01-021226 TOTALS							2,313.47

DEPARTMENT 522 BEACH PATROL / PT TIME TOTAL: 2,313.47

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 41

VENDOR SET: 01 City of South Padre Islan

BANK: ALL

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	60 560-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		104.10
					VENDOR 01-006133 TOTALS		104.10
01-020057	TML MULTISTATE IEBP	I-82714	60 560-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		1,519.92
					VENDOR 01-020057 TOTALS		1,519.92
01-020100	T.M.R.S.	I-90414	60 560-0080	THRS	: AUG 2014 CITY CONTRI 999999		1,277.71
					VENDOR 01-020100 TOTALS		1,277.71
01-021226	US BANK VOYAGER FLEET	I-869326488435	60 560-0104	FUEL & LUBRIC:	FUEL PURCHASED 7/24 131164		1,521.24
					VENDOR 01-021226 TOTALS		1,521.24
				DEPARTMENT 560	BEACH MAINTENANCE	TOTAL:	4,422.97
				VENDOR SET 60	BEACH MAINTENANCE FUND	TOTAL:	8,110.08

9/11/2014 11:47 AM  
VENDOR SET: 01 City of South Padre Islan  
FUND : 80 ECONOMIC DEVELOPMENT CORP  
DEPARTMENT: N/A NON-DEPARTMENTAL  
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
PAY DATE RANGE: 9/01/2014 THRU 9/12/2014  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 42  
BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-090414	80 2470	T.M.R.S.	: EDC: AUG 2014 CONTRI	999999	308.00
VENDOR 01-020100 TOTALS							308.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	308.00	



9/11/2014 11:47 AM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 43

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006133	DEARBORN NATIONAL	I-81414	80 580-0081	GROUP INSURAN:	SEPT. 2014 LTD, LIFE 131064		39.15
					VENDOR 01-006133 TOTALS		39.15
01-008253	HILLCO PARTNERS	I-26086	80 580-0534-002	LOBBYIST	: PROF. FEES FOR SEPT 999999		2,083.33
					VENDOR 01-008253 TOTALS		2,083.33
01-012097	DARLA LAPEYRE	I-82614	80 580-0550	TRAVEL	: EDC1:TRAVEL ADVANCE 999999		600.00
					VENDOR 01-012097 TOTALS		600.00
01-020057	TML MULTISTATE IEBP	I-82714	80 580-0081	GROUP INSURAN:	SEPT. 2014 MEDICAL P 131069		379.98
					VENDOR 01-020057 TOTALS		379.98
01-020100	T.M.R.S.	I-090414	80 580-0080	THRS	: EDC: AUG 2014 CONTRI 999999		554.84
					VENDOR 01-020100 TOTALS		554.84
				DEPARTMENT 580 EDC	TOTAL:		3,657.30

9/11/2014 11:47 AM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 44

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007115	GEHA ENERGY, LP	I-17683846-4	80 581-0580	ELECTRICITY	: ELECTRIC BILL DATED	131088	2,662.93
VENDOR 01-007115 TOTALS							2,662.93

DEPARTMENT 581 BIRDING CENTER TOTAL: 2,662.93

VENDOR SET 80 ECONOMIC DEVELOPMENT CORPTOTAL: 6,628.23

9/11/2014 11:47 AM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 45

VENDOR SET: 01 City of South Padre Island

BANK: ALL

FUND : 81 BEACH NOURISHMENT

DEPARTMENT: 581 BEACH RENOURISHMENT

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

PAY DATE RANGE: 9/01/2014 THRU 9/12/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-95294	81 581-0530	PROFESSIONAL :	PROF SERV. THROUGH 8	999999	252.06
01-002106	BICKERSTAFF HEATH DELG	I-95296	81 581-0530	PROFESSIONAL :	PROF. SERV. MATTER:0	999999	367.25
VENDOR 01-002106 TOTALS							619.31
01-003805	PAUL CUNNINGHAM, JR.,	I-2000247	81 581-0530	PROFESSIONAL :	GENERAL LEGAL SERV.	999999	2,275.00
VENDOR 01-003805 TOTALS							2,275.00
DEPARTMENT 581 BEACH RENOURISHMENT TOTAL:							2,894.31
VENDOR SET 81 BEACH NOURISHMENT TOTAL:							2,894.31
REPORT GRAND TOTAL:							749,714.68

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

**MEETING DATE:** September 17, 2014

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

**DEPARTMENT:** City Manager's Office

**ITEM**

Approve cancellation of November 4, 2014 Special Election by:

1. Acknowledge receipt and accept the Certification of Unopposed Candidates Form certifying candidates for November 4, 2014 Special Election are unopposed.
2. Approve Order of Cancellation for the November 4, 2014 Special Election.

**ITEM BACKGROUND**

To cancel an election, the governing body (City Council) must first receive and accept the Certificate of Unopposed Candidates form prepared and certified by the City Secretary. Then the governing body must issue an Order of Cancellation declaring the election cancelled and the unopposed candidates elected. Candidates who have been declared "elected" must wait until after the official Election day and no earlier than the prescribed canvassing period (Nov. 14, 2014 through Nov. 18, 2014) to be sworn in and assume their duties.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_

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

**RECOMMENDATIONS/COMMENTS**



**CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)  
CERTIFICACIÓN DE CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body**  
**Al: Presidente de la entidad gobernante**

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on November 4, 2014

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 4 de noviembre 2014*

**List offices and names of candidates:**  
**Lista de cargos y nombres de los candidatos:**

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Council Member-Place 1 (Miembro del Consejo-Place1)	Dennis Stahl

  
\_\_\_\_\_  
**Signature (Firma)**

Susan M. Hill  
**Printed name (Nombre en letra de molde)**

City Secretary (Secretaria del Ayuntamiento)  
**Title (Puesto)**

September 9, 2014  
**Date of signing (Fecha de firma)**



**ORDER OF CANCELLATION**  
**DE ORDEN DE CANCELACIÓN**

The City Council hereby cancels the election scheduled to be held on  
(official name of governing body)  
November 4, 2014 in accordance with Section 2.053(a) of the Texas  
(date on which election was scheduled to be held)  
Election Code. The following candidates have been certified as unopposed and are hereby  
elected as follows:

*El Consejo City por la presente cancela la elección que, de lo contrario,*  
(nombre oficial de la entidad gobernante)  
*se hubiera celebrado el 4 de noviembre 2014 de conformidad, con*  
(fecha en que se hubiera celebrado la elección)  
*la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido*  
*certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado*  
*a continuación:*

Candidate (Candidato)

Office Sought (Cargo al que presenta candidatura)

Dennis Stahl

Council Member-Place 1 (Miembro del Consejo-Place 1)

A copy of this order will be posted on Election Day at each polling place that would have  
been used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales  
que se hubieran utilizado en la elección.*

\_\_\_\_\_  
Mayor (Alcalde)

\_\_\_\_\_  
City Secretary (Secretaria del Ayuntamiento)

(seal) (sello)

September 17, 2014 (el 17 de septiembre 2014)

Date of adoption (Fecha de adopción)

See reverse side for instructions  
Instrucciones en el reverso

5 / 1

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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** Robert N. Pinkerton, Jr., Mayor  
JoAnn Evans, Mayor Pro-tem

**DEPARTMENT:** City Council

**ITEM**

Approve excused absence request for Mayor Pinkerton and Mayor Pro-tem Evans from the October 15, 2014 City Council Meeting as they will be attending the American Shore and Beach Preservation Association Conference on October 14 – 17, 2014.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

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

**MEETING DATE:** September 17, 2014

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

**DEPARTMENT:** Finance

**ITEM**

Approve second and final reading of Ordinance No. 14-13 making appropriations for each department, project, program and accounts for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**



## ORDINANCE NO. 14-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS; MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT, PROGRAM AND ACCOUNTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Padre Island Home Rule Charter provides that the City should by ordinance provide for all appropriations; and

WHEREAS, the City Council has determined that such an ordinance should be enacted to implement and adopt the Budget.

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

Section 1. There is hereby appropriated from the funds indicated and for such purposes and other expenditures proposed in such budget, not to exceed for all such purposes for any department, the total amount of the estimated costs of the projects, operations, activities, purchases and other expenditures proposed for each department, fund, service or other organizational unit as follows, to wit:

### **GENERAL FUND:**

Beginning Fund Balance	\$	5,462,724
Operating Revenue		<u>11,017,129</u>
Total Resources		16,479,853
Expenditures		<u>(10,954,283)</u>
Ending Fund Balance	\$	<u>5,525,570</u>
Total Regular Personnel: 116.5		

### **HOTEL/MOTEL FUND:**

Beginning Fund Balance	\$	1,494,346
Operating Revenue		<u>4,277,811</u>
Total Resources		5,772,157
Expenditures		<u>(4,277,811)</u>
Ending Fund Balance	\$	<u>1,494,346</u>
Total Regular Personnel: 13.5		

**CONVENTION CENTRE FUND:**

Beginning Fund Balance	\$	3,215,620
Operating Revenue		<u>2,708,496</u>
Total Resources		5,924,116
Expenditures		<u>(1,455,395)</u>
Ending Fund Balance	\$	<u>4,468,721</u>

Total Regular Personnel: 11.2

**PARKS, RECREATION AND BEAUTIFICATION**

Beginning Fund Balance	\$	3,320
Operating Revenue		<u>15,000</u>
Total Resources		18,320
Expenditures		<u>(15,000)</u>
Ending Fund Balance	\$	<u>3,320</u>

**MUNICIPAL COURT TECHNOLOGY FUND**

Beginning Fund Balance	\$	7,129
Operating Revenue		<u>8,000</u>
Total Resources		15,129
Expenditures		<u>(7,983)</u>
Ending Fund Balance	\$	<u>7,146</u>

**MUNICIPAL COURT SECURITY FUND**

Beginning Fund Balance	\$	43,042
Operating Revenue		<u>6,000</u>
Total Resources		49,042
Expenditures		<u>(3,943)</u>
Ending Fund Balance	\$	<u>45,099</u>

**TRANSPORTATION GRANT**

Beginning Fund Balance	\$	292,220
Operating Revenue		<u>3,498,843</u>
Total Resources		3,791,063
Expenditures		<u>(3,498,082)</u>
Ending Fund Balance	\$	<u>292,981</u>

Total Regular Personnel: 19.2

**STREET IMPROVEMENT FUND**

Beginning Fund Balance	\$	57,765
Operating Revenue		<u>300,000</u>
Total Resources		357,765
Expenditures		<u>(300,000)</u>
Ending Fund Balance	\$	<u>57,765</u>

**DEBT SERVICE:**

Beginning Fund Balance	\$	309,534
Operating Revenue		<u>645,913</u>
Total Resources		955,446
Expenditures		<u>(645,913)</u>
Ending Fund Balance	\$	<u>309,534</u>

**EDC DEBT SERVICE:**

Beginning Fund Balance	\$	332,269
Operating Revenue		<u>412,885</u>
Total Resources		745,154
Expenditures		<u>(397,473)</u>
Ending Fund Balance	\$	<u>347,681</u>

**BEACH MAINTENANCE**

Beginning Fund Balance	\$	1,134,078
Operating Revenue		<u>1,836,017</u>
Total Resources		2,970,095
Expenditures		<u>(1,451,293)</u>
Ending Fund Balance	\$	<u>1,518,802</u>

Total Regular Personnel: 6.6

**BEACH ACCESS FUND**

Beginning Fund Balance	\$	4,495
Operating Revenue		<u>300,000</u>
Total Resources		304,495
Expenditures		<u>(300,000)</u>
Ending Fund Balance	\$	<u>4,495</u>

**BAY ACCESS**

Beginning Fund Balance	\$	-
Operating Revenue		14,580
Total Resources		14,580
Expenditures		(14,580)
Ending Fund Balance	\$	-

**ECONOMIC DEVELOPMENT CORPORATION**

Beginning Fund Balance	\$	347,054
Operating Revenue		737,600
Total Resources		1,084,654
Expenditures		(737,600)
Ending Fund Balance	\$	347,054

**BEACH NOURISHMENT**

Beginning Fund Balance	\$	2,419,135
Operating Revenue		415,635
Total Resources		2,834,770
Expenditures		(720,000)
Ending Fund Balance	\$	2,114,770

Section 2. This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith and shall not be codified.

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

Section 4. This Ordinance shall become effective immediately.

PASSED, APPROVED AND ADOPTED on First Reading, this 3rd day of September 2014.

PASSED, APPROVED AND ADOPTED on Second Reading, this 17th day of September 2014.

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:** September 17, 2014

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

**DEPARTMENT:** Finance

**ITEM**

Approve second and final reading of Ordinance No. 14-14 establishing the Ad Valorem and Personal Property Tax Rate for tax year 2014-2015 and setting the assessed valuation at 100 percent (100%) of the fair market value and providing for discounts in the event of early payment.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

5-17

## ORDINANCE NO. 14-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS; ESTABLISHING THE AD VALOREM AND PERSONAL PROPERTY TAX RATE FOR TAX YEAR 2014-2015, AND SETTING THE ASSESSED VALUATION AT ONE HUNDRED PERCENT (100%) OF THE FAIR MARKET VALUE AND PROVIDING FOR DISCOUNTS IN THE EVENT OF EARLY PAYMENT, AND PROVIDING FOR PENALTY AND INTEREST IN ACCORDANCE WITH STATE LAW; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**SECTION 1.** There is hereby established a tax rate of \$0.262754 for each one hundred dollars (\$100.00) of assessed valuation on all ad valorem and personal property taxable under the laws of this State by the City of South Padre Island and said Municipal Tax is levied and fixed for the following purposes, to wit:

**First:** An annual tax of \$0.235468 for each \$100.00 worth of property within the limits of the City of South Padre Island, which is made taxable by law either for State or County purposes, is hereby levied and fixed for the current expenditures of the City of South Padre Island, Texas, and for the general improvements of the City and its property.

**Second:** A tax of \$0.027286 for each \$100.00 worth of all property within the limits of The City of South Padre Island, Texas, which is made taxable by law, either for State or County purposes, is hereby levied and fixed for the purposes of creating an interest and sinking fund for the retirement of general obligation bond.

**SECTION 2.** There is hereby granted a discount for early payment of the 2014 taxes, which discount shall be: three per cent (3%) on 2014 taxes paid during the month of October 2014; two percent (2%) on 2014 taxes paid during the month of November 2014; and one percent (1%) on 2014 taxes paid during the month of December 2014.

**SECTION 3.** Any payment not timely made shall bear such penalty and interest as is provided by state law.

**SECTION 4.** If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

**SECTION 5.** This Ordinance shall become effective upon the Second Reading.

PASSED, APPROVED AND ADOPTED on First Reading, this 3rd day of September 2014.  
PASSED, APPROVED AND ADOPTED on Second Reading, this 17th day of September 2014.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

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

\_\_\_\_\_  
Robert N. Pinkerton, Jr., Mayor

5-18

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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** Barry Patel, Council Member

**DEPARTMENT:** City Council

**ITEM**

Approve second and final reading of Ordinance No. 14-15 amending Chapter 13 Section 13-24F to allow permit holders for shade devices and chairs placed in the area of the beach subject to the public use easement may also sell tickets for water activities and sky diving.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

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

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

Approved by Legal:

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

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

Comments:

**RECOMMENDATIONS/COMMENTS**



## ORDINANCE NO. 14-15

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND BY AMENDING SECTION 13-24F TO ALLOW PERMIT HOLDERS FOR SHADE DEVICES AND CHAIRS PLACED IN THE AREA OF THE BEACH SUBJECT TO THE PUBLIC USE EASEMENT MAY ALSO SELL TICKETS FOR WATER ACTIVITIES AND SKY DIVING; PROVIDING FOR SEVERABILITY AND REPEAL OF CONFLICTING ORDINANCES; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH VIOLATION; PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE; 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 13-24F of Chapter 13 of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows, to-wit:

### **Sec. 13-24 Regulation of Shade Devices and Chairs on the Public Beach**

F) "Neither the permit holder nor their agents or employees may offer or sell any other product or services on the public beach other than the rentals of chairs and umbrellas and tickets for water activities and sky diving. Payment for the use of the chairs and umbrellas and tickets may be made on the beach area for which the Applicant holds a permit."

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 3rd day of September 2014.



PASSED, APPROVED AND ADOPTED on Second Reading, this \_\_ day of September 2014.

**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:** September 17, 2014

**NAME & TITLE:** Mary K. Hancock, Special Events Manager

**DEPARTMENT:** South Padre Island Convention and Visitors Center

**ITEM**

Discussion and action to approve a resolution authorizing street closure on HWY 100 for the SPI TRI on Sunday, October 5, 2014. Authorization the City Manager to enter into an agreement with Texas Department of Transportation (TXDOT) for the permitting of the event.

**ITEM BACKGROUND**

SPI TRI originates and finishes at Parrot Eyes Restaurant and bar. Event includes running, swimming and biking categories with route management by the South Padre Island Police Department. 250 participants and families are expected this year.

**BUDGET/FINANCIAL SUMMARY**

Event hires South Padre Island Police Department.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

5-22



**RESOLUTION NO. 2014-16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH PADRE ISLAND, TEXAS, APPROVING THE  
TEMPORARY CLOSURE OF HIGHWAY 100 FOR THE 'SPI  
TRI' EVENT ON OCTOBER 5, 2014**

**WHEREAS**, the South Padre Island Triathlon, produced by Dos Guys Race Productions LLC, is an annual event beginning and ending at Parrot Eyes Restaurant & Bar on South Padre Island; and

**WHEREAS**, the SPI TRI brings 250 participants and their families to South Padre Island; and

**WHEREAS**, the implementation of the SPI TRI Event requires our consent by resolution for temporary closure of a state right-of-way;

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

**Section 1.** The City Council hereby adopts Resolution No. 2014-16 supporting the temporary closure of Hwy. 100 on Oct. 5, 2014 for this event and will provide traffic control for the temporary closure of Hwy. 100 to provide safe travel for the bicyclists across the causeway.

**PASSED, APPROVED AND ADOPTED** on this the 17th day of September, 2014.

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Robert N. Pinkerton, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Susan M. Hill, City Secretary

5-23



STATE OF TEXAS §

COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT-OF-WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of SOUTH PADRE ISLAND, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Hwy 100, in CAMERON COUNTY, County; and

**WHEREAS**, the City has requested the temporary closure of Hwy 100  
(PADRE BLVD.) for the purpose of SPI TRIATHLON, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the City's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

**WHEREAS**, on the N/A day of N/A, 20\_\_\_\_, the N/A City Council passed Resolution / Ordinance No. N/A, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2. EVENT DESCRIPTION**



The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

### **Article 3. OPERATIONS OF THE EVENT**

**A.** The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

**C.** The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**D.** The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**E.** The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

**F.** The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

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must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

**Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

**Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

**B.** In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

**Article 10. COMPLIANCE WITH LAWS**

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:



City:	Agreement No. _____
<u>City of South Padre Island</u> <u>4601 PADRE BLVD.</u> <u>SOUTH PADRE ISLAND, TX</u> <u>78597</u>	<b>State:</b> <u>Texas Department of Transportation</u>    

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE CITY OF** \_\_\_\_\_

Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

Reviewed By:

\_\_\_\_\_  
Director of Maintenance

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

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## **SOUTH PADRE ISLAND POLICE DEPARTMENT**

### **Traffic Management Plan for SPI TRI October 5, 2014**

- I. Purpose
  - The purpose of this plan is to best manage traffic flow during the SPI TRI on South Padre Island. More particularly, to provide procedures for deployment of personnel and equipment, in our efforts to ensure the safety of persons and property, along with the overall success of this event.
- II. Discussion
  - It is the plan of this law enforcement agency along with other city departments to work together and manage personnel and equipment placed in areas to enhance the flow of traffic control, with the primary focal-point directed towards cycle race route.
- III. Action
  - Placement of the traffic control barricades/barrels/cones on the roadway are to direct and minimize the delay of traffic movement. The placement of these devices would be at a time and place identified by City personnel and staff of the event.
  - To identify locations where police and other City personnel could be positioned to ensure control and safe movement of traffic.
  - Locations of management control:  
  
Sunday October 5<sup>th</sup>, 2014 @08:30 am to 11:00 am
    - South bound traffic will be detoured from the intersection of 6000 block Padre Blvd. and Sunset Street. This traffic will be directed towards E Sunset Street and connect to Havana St.
    - North bound traffic will be detoured from the intersection of 5800 block Padre Blvd. and E. Palmetto Street. This traffic will be directed to E. Palmetto and connect to Havana St.
  - Traffic control devices



- Police personnel (barricades/barrels/cones) will be placed at the 6000 block of Padre Blvd. and at the 5800 block of Padre Blvd. The center left turn lanes and both the south and north side of this two block area of Padre Blvd. will be closed.
- Police personnel are directed to use alternative routes to get through traffic when responding to calls for service. All personnel should use this procedure with caution in order to arrive at safely at call for service.
- City Apparatus such as; Police Motorcycles, Bike, ATV's and patrol cars will positioned to work traffic during and after the cycle race.
- The police department is charged with the management of this traffic plan for this event. Any complications where elements might compromise the traffic flow or congestions will be identified and addressed.
- Additional police personnel will be scheduled to work the traffic management plan.
- We will prepare for the known variable, with the mind set of quickly and appropriately tweaking the current traffic plan to fit the needs as they arise.

This plan is being submitted by:  
Chief of Police  
Randy Smith  
South Padre Island Police Dept.

Case Number:	Date:
Location:	
Description:	

100 E. Sunset

Havana

100 E. Palmetto

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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** William A. DiLibero, City Manager

**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action regarding the 2015 Legislative Agenda for the 84<sup>th</sup> Texas Legislative Session.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

6-1



**City of South Padre Island, Texas**

**2015 Legislative Agenda**

**84th Texas Legislative Session**



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# **I. GENERAL LEGISLATIVE POLICY**

## ***PRESERVE THE CITY'S STRATEGIC GOALS & INTERESTS***

### **STATEMENT OF PRESERVATION**

As a general policy, the City of South Padre Island seeks to preserve its current authority to govern the city, its citizens, and its property. The City will oppose any legislation viewed as detrimental to the City's strategic goals; or that is contrary to the health, safety, and welfare of its citizens; or that mandates increased costs or loss of revenues; or that would diminish the fundamental authority of the City.

## ***SUPPORT LEGISLATION THAT ADVANCES THE CITY'S STRATEGIC GOALS & INTERESTS***

### **STATEMENT OF SUPPORT**

Likewise, the City supports any legislation viewed as advancing the City's strategic goals; or that improves the health, safety, and welfare of its citizens; or that responsibly increases revenues; or that advances the City's authority to conduct the public's business.

## ***FORM COALITIONS WITH PARTIES THAT SHARE COMMON GOALS AND INTERESTS WITH THE CITY***

### **FORM COALITIONS**

The City will form strategic partnerships with cities, political subdivisions, and private sector entities that share common goals with the City of South Padre Island. Additionally, the City will work in coordination with organizations such as the Texas Municipal League when their adopted positions are in line with the legislative objectives and goals of the City. The formation of strategic partnerships and coordinated efforts is intended to provide the City with a stronger presence in the legislative process.

## II. PRIORITY LEGISLATIVE AGENDA

### A. Preserve Local Budgeting Authority and Revenue Sources

- *Oppose legislation that would unduly restrict the ability of the City to set its own budget or raise the necessary revenue to provide services to City residents and businesses.*

### B. Preserve Local Control of Land Use Planning and Zoning

- *Support legislation that preserves local land use authority.*
- *Oppose legislation that would erode local land use authority by restricting the ability of cities to zone or rezone properties.*

### C. Continue to Seek Funds for Beach Re-Nourishment

- *Support General Land Office (GLO) appropriations and efforts to make the General Land Office recipient of sporting goods sales tax and work with the GLO on securing a dedicated state fund for KEPRA.*

### D. Efforts to Change School Start Date

- *Oppose any legislation which moves the school start date to an earlier date in August.*

### E. Texas Windstorm Issues

- Work with coastal counties to change our present windstorm system.

### A. Preserve Local Budgeting Authority and Revenue Sources

*The City of South Padre Island will oppose legislation that will unduly restrict the ability of the City to set its own budget or raise the necessary revenue to provide services to City residents and businesses.*

### ISSUES

During the last several Texas Legislative Sessions, proposals have been set forth that would severely limit the ability of cities to set their budgets or raise adequate revenues to carry out their fundamental functions. For example, numerous proposals to “cap” local revenues and property appraisals have been filed in the Texas Legislature. Municipal officials in the City of South Padre Island are sensitive to the tax burden faced by citizens and businesses and are accountable to the local electorate for the decisions they make. However, they are also mindful that it takes a great deal of flexibility with the local budget to meet the unique demands for services while at the same time preserving the high standards the community has come to expect.

Another issue in previous sessions has been “truth in taxation” legislation. This legislation deals with a municipality’s notice to taxpayers of its intent to lower, maintain at the same level, or raise local property taxes.

Legislators are also talking about lowering thresholds for rollback elections. Some proposals being advocated call for any tax increase to be voted on by the citizens of the taxing authority.

Finally, the legislature often considers proposals that would impose unfunded mandates, would increase municipal costs in other ways, or would reduce municipal revenue. Any of these actions make it more difficult for the City to budget responsibly.

### **PROBLEM – APPRAISAL CAPS AND REVENUE CAPS**

Appraisal and revenue caps undermine the ability of local officials to meet the individual needs and circumstances of their cities. Additionally, one-size-fits-all “caps” violate the fundamental principle of local control. Citizens and businesses have numerous opportunities to provide input to the City of South Padre Island’s budget and tax-rate-setting processes. Most importantly, the citizens of the City get to voice their approval or disapproval of our budgeting performance and tax rates at every City election.

Unfortunately, extremely low appraisal and revenue caps can produce numerous problems. For instance, appraisal caps shift all inequitable tax burden to businesses and new homeowners. This inequitable shift can produce serious long-term negative consequences for the local economy. Revenue caps, on the other hand, require the City to cut services or take on more debt to fund local projects and services. These types of “caps” are particularly harmful to a city like the City of South Padre Island because they prevent the City from adequately dealing with the infrastructure needs brought on by population growth.

It is inappropriate for the State of Texas to expect local governments to provide numerous public services with no funding from the State, while at the same time unduly restricting the ability of local governments to raise the necessary levels of revenue to provide the required services.

### **SOLUTION**

If revenue caps are going to be applied to local governments, they should be applied uniformly to the state budget as well. In short, the same rules should apply to all levels of government. The State could also supplement local government funding as other states have done and as the State of Texas does through its school finance plan.

### **PROBLEM – TRUTH IN TAXATION**

Texas legislators continue to feel local governments do not communicate effectively with their constituents about proposed tax increases. They claim local governments use “appraisal creep” to allow them to raise property taxes without the public fully



understanding that taxes are being raised. They are proposing a more simplified notice be furnished to taxpayers.

### **SOLUTION**

The City will monitor this legislation. As long as additional expense is not imposed on local governments, most cities feel a notice change or simplification is acceptable.

Support legislation that promotes an accurate understanding of the local budgeting and tax-rate-setting process by citizens.

Support legislation that accurately notifies and explains to taxpayers the actual impacts of the effective tax rate while deleting parts of the notification and adoption process that cause confusion and are inconsistent with the goal of providing a transparent budget and tax-rate-setting process.

Oppose truth-in-taxation measures that would result in a revenue cap.

### **PROBLEM – ROLLBACK ELECTIONS**

Some conservative legislators feel the only way to curtail over spending by local taxing authorities is to require a lower threshold for rollback elections for proposed tax increases. Some lawmakers are advocating rollback elections for any tax increase.

### **SOLUTION**

We will monitor this legislation. City Councils need the flexibility to manage their city. Citizens of each local taxing authority have elected their officials and need to use the ballot box to replace individuals they feel are not being fiscally responsible. The current rollback provisions in current law are fair and do not need to be changed.

Oppose any legislation to change current rollback provisions in the law.

### **PROBLEM – UNFUNDED MANDATES/REDUCTIONS IN REVENUE**

The legislature routinely considers legislation that would require cities to take an action yet would provide no revenue for fulfilling the requirement. An example of these unfunded mandates is a proposal, regularly considered by the legislature, to expand employee health coverage. Similarly, lawmakers have increased the fees that cities must pay for various permits issued by the state. While the City receives very little revenue from the state, what is received is often a target. For example, in 2011 the legislature reduced the City's share of the mixed beverage tax.

### **SOLUTION**

Oppose unfunded mandates.

Oppose the imposition of new or increased state fees on the City.

Oppose any reduction in municipal revenue.

## **B. Preserve Local Control of Land Use Planning and Zoning**

*The City of South Padre Island will support legislation that preserves local land use authority and oppose legislation that will erode local land use authority by restricting the ability of cities to zone or rezone properties.*

### **ISSUE**

Over the past few legislative sessions various proposals have been introduced to restrict the ability of cities to enforce their traditional land use controls. Specifically, legislation that requires cities to compensate landowners anytime a zoning classification change (often referred to as a "downzoning") have become dangerously close to becoming the law. Under these proposals cities would have to compensate landowners, even if the proposed zoning changes did not interfere with the current or intended use of the property. In addition to compensating landowners for zoning changes, proposals have been considered that would require compensation for numerous types of city regulations. For example, previously proposed legislation would have required cities to compensate landowners if they restricted the ability of patrons to smoke on premises or limited the time of day that alcohol could be served. All of these types of local restrictions have been debated under the theory of "regulatory takings."

Additional legislative proposals would have prevented cities from ever changing the zoning classification of a property if any type of basic permit or site plan has been filed with *any* governmental entity. Since 1999 the Texas Legislature has continually expanded the "permit vesting" statute to include different aspects of city land use authority. The expansion of the "permit vesting" statute is beginning to interfere with the ability of cities to impose orderly, efficient, and comprehensive land use and development plans for their communities.

### **PROBLEM**

Restricting the ability of cities to properly regulate land uses ultimately prevents them from being able to respond to the needs and demands of their citizens. For example, land use controls are used to keep undesirable businesses from locating in neighborhood type settings. Additionally, one of the main reasons people live in cities is to have the protection of a regulated land use system. In short when a home or business locates in a particular city they do so in part to ensure that an incompatible structure will not be placed next to their property.



## **SOLUTION**

The ability of most cities to manage growth and development is based on the Texas constitution's home rule provisions. Cities are allowed to amend charters and pass ordinances as long as they do not conflict with the constitution or general laws enacted by the state legislature. The bottom line means that each home rule city can make its own decisions about what planning tools and techniques are most appropriate to its situation unless those tools have been proscribed by the Texas legislature. The State should be very cautious in proscribing solutions that are only applicable to individual situations because of the vast differences between cities in this large state.

South Padre Island representatives, working with their legislators, will pursue legislation to validate the Home Rule process and charter recently adopted in the City. This will allow the City to continue to maintain its infrastructure and beach management without fear of costly, frivolous litigation.

The City will also pursue legislation to clarify the bill passed in 2007 extending the City's ETJ. The legislation will clarify the City's ability to have jurisdiction over the shore and waters on the Laguna Madre portion of the City and its ETJ. South Padre Island will seek to have the same jurisdiction over coastal waters other coastal cities in Texas are allowed by current law.

## **C. Continue to Seek Funds for Beach Re-Nourishment**

*We will continue to support efforts by the General Land Office to secure permanent funds for nourishment projects on Texas beaches.*

## **ISSUE**

Maintaining General Land Office funding in the state's appropriation bill is a constant fight. The General Land Office needs all the help it can get in increasing appropriated funds for beach nourishment. The General Land Office is also seeking part of the sporting goods sales tax as a funding source for beach nourishment along the Texas Coast.

## **SOLUTION**

We will continue to work with the General Land Office to secure adequate funding for coastal beach nourishment projects. We will work with the General Land Office in securing funds from the sporting goods sales tax and also assisting the GLO in seeking a permanent funding sources for KEPRA.

## **D. Efforts to Change School Start Date**

*The City of South Padre Island will oppose legislation that changes the start day for classes to any date earlier than already established.*

### **ISSUE**

Several entities, including many school administrators, continue to try to change the school start date to as early as the first week in August. The law was changed in 2005 to require a school district not to start classes until the last week in August.

### **PROBLEM**

Early school start dates greatly impact the tourist industry in Texas. It has an even more damaging effect on the City of South Padre Island because our economy is dependent on the tourist industry.

### **SOLUTION**

We will strongly oppose any effort to change the present school start date. We will enlist all allies possible to assist in these efforts, if necessary.

## **E. Texas Windstorm Insurance Association (TWIA)**

The city of South Padre Island will support changes to the present TWIA system which will provide a more fair and affordable rate for windstorm insurance.

We will oppose any regression or surcharges associated with the present system.

### **ISSUE**

Windstorm insurance has become a major issue for coastal residents.

### **PROBLEM**

The present system has not worked.

### **SOLUTION**

The City along with a 14-county coastal coalition will seek legislation to change and improve the present system.

Work with the coastal coalition, state and city officials, to effect change in the present TWIA.

- Support legislation which changes the present TWIA system for a more equitable system for coastal residents.



### III. GENERAL LEGISLATIVE AGENDA AND STATE AGENCY ISSUES

#### A. General Legislative Issues

- Unemployment Insurance
  - *Support* legislation that would prevent cities from being liable for unemployment compensation to a former city employee after the employee is hired by a subsequent employer.
- Preserve the Authority to Impose and Collect Municipal Impact Fees
  - *Oppose* legislation that would restrict the ability of cities to impose and collect municipal impact fees from new developments.
- Protection of Local Economic Development Authority
  - *Support* legislation that provides local governments with the ability to expand local economic development efforts.
  - *Oppose* legislation that would erode current authority to participate in local economic development projects, including but not limited to, the ability to provide tax abatements and Chapter 380 economic development agreements.
- Emergency Service Districts
  - *Support* legislation or solutions to problems Texas cities are facing with Emergency Service Districts in their ETJ.
- Towing Authority
  - *Examine* possible legislation for home and condo owners to have the ability to have towed unauthorized cars in their driveway and yard.
- Check Point Legislation
  - *Examine* feasibility of establishing check points in access corridors to the Island during high visitor periods during the year.
- Newspaper Ads
  - *Examine* possible legislation to remove requirements of running notices in local newspapers for city matters.

- Event Trust Fund
  - Monitor Events Trust Fund legislation and work with City on maximizing these funds.

## **B. State Agency Issues**

9. Work with City officials and TxDOT officials to secure funding for the Padre Boulevard project. Continue to work to insure this project moves forward.
  - *Support legislation which will aid in funding for this project.*
10. Pursue approval by state agencies of grants applied for by the City and the Economic Development Corporation.
  - *Support each project submitted.*
11. Pursue artificial reefs, like the “Texas Clipper” reef, offshore from the City of South Padre Island.
  - *Work with Texas Parks and Wildlife (TPWD) and other state agencies to pursue this project.*
12. Work with the City Manager and Economic Development Corporation in pursuing a Marine Science Academic Center on the Island and other economic development projects.
  - *Pursue avenues to acquire a university sponsored center on the Island.*
  - *Work on identifying projects Economic Development Corporation may pursue on South Padre Island.*
13. Work with the General Land Office to improve Bay access and planned yearly dredging.
  - *Open discussions with the General Land Office on continuing improvement and maintenance of Bay channels.*
14. Work with RMA to seek funds and funding mechanisms for the second causeway project.
  - Oppose any legislation which would jeopardize this project.
15. Work with Texas Parks and Wildlife Department (TPWD) on obtaining grant funding for proposed city park.
16. Continue to coordinate with the General Land Office on issues affecting City in regard to beach and dune maintenance, trash issues, and parking.

- *Continue dialogue with the General Land Office on above issues.*
- 17. Monitor gambling issues and report regularly to Council, the Economic Development Corporation, and city staff on status of gambling issues.
- 18. Pursue funding with appropriate state agencies for a feasibility study for a world class marina on South Padre Island.
- 19. Work with the General Land Office (GLO) to protect the sand source for the South Padre Island San Source Project from encroachment by Coastal wind farms.
- 20. Work with City Manager to pursue monies from BP settlement funds.

#### **IV. Goals of City Legislative Activities**

The fundamental goal of all City of South Padre Island legislative activities is to produce positive outcomes for the citizens of the City of South Padre Island as a whole. Numerous proposals in the Texas Legislature have the potential to seriously impact the ability of the City to carryout its overall mission. By taking a proactive role in monitoring and commenting on proposals in the Texas Legislature we are working to ensure that the citizens of the City of South Padre Island can continue to enjoy the quality of life they have come to expect and deserve.

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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** William A. DiLibero, City Manager

**DEPARTMENT:** Administration

**ITEM**

Discussion and action to request to move the traffic light located on Padre Boulevard at Amberjack Street to Red Snapper Street.

**ITEM BACKGROUND**

Representatives from Blue Marlin Market have requested that a traffic light be placed at the intersection of Red Snapper Street and Padre Boulevard. This is a high-traffic area during the busy seasons on South Padre Island particularly due to volume of people using the market. To make matters worse there is frequent traffic from large trucks delivering inventory for the market. Initial discussions centered on adding an additional light, however due to the proximity of the light at Amberjack, TxDOT's recommendation was to move the light from Amberjack to Dolphin.

The project would required submittal of a traffic study and permitting by TxDOT.

**BUDGET/FINANCIAL SUMMARY**

It is estimated that the project would cost approximately \$80,000.00

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_

NO:   X  

Approved by Legal: YES: \_\_\_\_\_

NO:   X  

**RECOMMENDATIONS/COMMENTS**



956-761-3882

Attention Bill  
City Manager**AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.**P.O. Box 130  
Round Rock, Texas 78680Ph. (512) 255-0951  
Fax (512) 255-0148

June 10, 2014

**PROPOSAL**CONTROL: SPID  
PROJECT: RELOCATE INTERSECTION  
HIGHWAY: SOUTH PADRE ISLAND DRIVE  
COUNTY: CAMERON

Alt. No.	Item No.	Item Code	S.P. No.	Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount	Item Sequence No.
0	418	2001		DRILL SHAFT TRF SIG 36"	LF	52	\$245.00	\$12,740.00	1.00
0	500	2001		MODULIZATION	LS	1	\$10,498.41	\$10,498.41	2.00
0	518	2001		CONDUIT PVC 1"	LF	50	\$8.80	\$440.00	3.00
0	518	2002		CONDUIT PVC 2"	LF	125	\$10.90	\$1,362.50	4.00
0	518	2003		CONDUIT PVC 4"	LF	125	\$14.00	\$1,750.00	5.00
0	518	2004		CONDUIT PVC 4" BORE	LF	325	\$18.00	\$5,850.00	6.00
0	520	2001		ELEC CONDR NO. 6 BARE	LF	55	\$2.20	\$121.00	7.00
0	520	2002		ELEC CONDR NO. 6 INSULATED	LF	110	\$2.40	\$264.00	8.00
0	520	2003		ELEC CONDR NO. 8 BARE	LF	400	\$2.10	\$840.00	9.00
0	521	2001		TRAY CABLE 12AWG/CONDR	LF	285	\$2.80	\$798.00	10.00
0	524	2001		GROUND BOX TYPE D	EA	5	\$850.00	\$4,250.00	11.00
0	525	2001		SPAN WIRE 3/8"	LF	800	\$2.50	\$2,000.00	12.00
0	528	2001		ELECTRIC SERVICE TYPE T 120.240 080	CA	1	\$1,850.00	\$1,850.00	13.00
0	580	2001		HWY ISOLATED	EA	1	\$3,500.00	\$3,500.00	14.00
0	582	2001		INSTALL EXISTING 3 SEC SIG WITH BACK PLATE	EA	8	\$448.00	\$3,584.00	15.00
0	582	2002		INSTALL EXISTING 5 SEC SIG WITH BACK PLATE	EA	4	\$785.00	\$3,140.00	16.00
0	582	2003		INSTALL EXISTING PED SIGNAL SECTION	EA	8	\$350.00	\$2,800.00	17.00
0	584	2001		TRF SIGNAL CABLE 12 AWG 5 CONDR	LF	1547	\$2.40	\$3,712.80	18.00
0	584	2002		TRF SIG CABLE 12 AWG 7 CONDR	LF	420	\$2.50	\$1,050.00	19.00
0	584	2003		TRF SIG CABLE 14AWG 2 CONDR	LF	770	\$2.00	\$1,540.00	20.00
0	585	2001		INSTALL EXISTING TRAFFIC SIGNAL POLES	EA	4	\$865.00	\$3,460.00	21.00
0	586	2001		VEH DET SAW CUT	LF	1212	\$6.40	\$7,756.80	22.00
0	5007	2001		REMOVING TRAFFIC SIGNALS	EA	1	\$1,850.00	\$1,850.00	23.00
<b>Total Bid Amount</b>								<b>\$75,137.01</b>	

**NOTES:**

- 1) RELOCATE EXISTING SIGNAL FROM AMBER JACK AND PADRE ISLAND DRIVE TO REDSNAPPER  
ALL OTHER ITEMS ARE NEW, SIGNAL CABLE, SPAN CABLE, ELECTRIC SERVICE ETC.

**CONTACT Steve Rutledge for any questions at 956-239-1615**

7-2



To see all the details that are visible on the screen, use the "Print" link next to the map.



7-3



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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** William DiLibero, City Manager  
Darla Jones, Assistant City Manager

**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action regarding Restore Act Grant for ecosystem restoration, economic recovery and tourism promotion in the Gulf Coast region.

**ITEM BACKGROUND**

TXCEQ is providing grant funding through the Restore Act. The Restore Act dedicates 80 percent of any civil and administrative penalties paid under the Clean Water Act, after the enactment of the RESTORE Act, by responsible parties in connection with the Deepwater Horizon oil spill to the Gulf Coast Ecosystem Restoration Trust Fund for ecosystem restoration, economic recovery, and tourism promotion in the Gulf Coast region.

The focus of the grant application is to provide an Inter-city Space X Ferry and Shuttle Service as a regional project that provides water access to Space X for South Padre Island, Port Isabel and the Port of Brownsville. The access will be used by the cities to provide a mass-transit option for commuters to Space X building on the regions successful multi-modal facility and bus system.

**BUDGET/FINANCIAL SUMMARY**

Grant funding will be requested in the amount of \$4.075 million to provide for planning, engineering and construction of a piers and infrastructure components on South Padre Island and at Boca Chica to provide for boat access, transportation and a visitor's center at the Boca Chica Space X facility

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

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

NO:       x      

Approved by Legal:

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

NO:       x      

Comments:

**RECOMMENDATIONS/COMMENTS**



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

**MEETING DATE:** September 17, 2014

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

**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to pay invoice from Gignac Architects for South Padre Island Convention Centre Renovations.

**ITEM BACKGROUND**

The City chose Gignac Architects for the Convention Centre Renovation Project and entered into an agreement dated February 2013 (copy included in packet). They completed the Schematic Design Phase of the project and are therefore billing the City for \$46,832.84, as shown on page 15 of the included agreement.

We previously paid them \$217,942.32, approved at the September 3, 2014 City Council Meeting, for completion of the Design Development, Construction Documents and Bidding and Negotiation Phases.

The remainder to be paid, after this invoice, will be \$62,443.79 which is for the Construction Phase of the project.

**BUDGET/FINANCIAL SUMMARY**

Invoice will be paid from the remaining balance of the \$1,000,000 allocated for CC repairs. The current balance is \$567,911.

Decrease line item 06-565-1001 by \$46,832

Increase line item 06-565-0530 by \$46,832

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

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

NO:   X  

Approved by Legal:

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

NO:   X  

Comments:

**RECOMMENDATIONS/COMMENTS**

As this is contained within an approved contract for services, staff recommends approval of the payment.



September 2, 2014

City of South Padre Island  
Finance-Accounts Payable  
4601 Padre Boulevard  
South Padre Island, TX 78597

Re: South Padre Island Convention Center/Exterior Renovations & Upgrades  
Project No. : 13.02

Enclosed please find our Invoice No. 2 for 100% of the Schematic Design Phase in the amount of \$46,832.84.

We would appreciate payment of this invoice at your earliest convenience.

Thank you for your consideration.

Sincerely,

GIGNAC & ASSOCIATES LLP

A handwritten signature in blue ink that reads 'Raymond Gignac' followed by a stylized flourish.

Raymond Gignac, AIA

RG/im

Cc: Darla Jones  
djones@myspi.org



# GIGNAC | ARCHITECTS

## To: CITY OF SOUTH PADRE ISLAND

Finance - Accounts Payable  
4601 Padre Boulevard  
South Padre Island, Texas 78597

From: Gignac & Associates LLP  
416 Starr Street  
Corpus Christi, Texas 78401

Invoice: # 2  
Date 09/02/14  
Project No. 13.02  
Project: South Padre Island Convention Center  
Exterior Renovations & Upgrades

## FOR PROFESSIONAL SERVICES RENDERED:

7/01/14 through 8/15/14

## CONSTRUCTION COST:

## FEE BASIS:

\$4,247,877.00	\$4,247,877.00	7.350%	\$ 312,218.96
Estimated Construction Cost Amount	Construction amount	X	Total Fee

Final fee adjusted in accordance with final construction cost.  
Reimbursable expenses are at cost.

	FEE BREAKDOWN	FEE BY SERVICE	COMPLET E	TOTAL EARNED	LESS PREV INVOICED	DUE THIS INVOICE
A. BASIC SERVICES:						
1 Schematic Design Phase	15.00%	\$ 46,832.84	100.00%	\$ 46,832.84	\$ -	\$ 46,832.84
2 Design Development Phase	20.00%	\$ 62,443.79	100.00%	\$ 62,443.79	\$ 62,443.79	\$ 0.00
3 Construction Documents Phase	40.00%	\$ 124,887.58	100.00%	\$ 124,887.58	\$ 124,887.58	\$ 0.00
4 Bidding or Negotiation Phase	5.00%	\$ 15,610.95	100.00%	\$ 15,610.95	\$ 15,610.95	\$ (0.00)
5 Construction Phase	20.00%	\$ 62,443.79	0.00%	\$ -	\$ -	\$ -
TOTAL BASIC SERVICES		\$ 312,218.96		\$ 202,942.32	\$ 202,942.32	\$ 46,832.84

B. ADDITIONAL SERVICES:	Max Amounts					
1 Civil Engineering	\$ 84,500.00	44.38%	\$ 37,500.00	\$ 37,500.00	\$ -	\$ (0.00)
2 Audio/Visual	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
3 Acoustical	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
4 Technology/Communication	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
5 Furniture	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
6 Lighting	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
7 Landscaping Services	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
8 Feasibility Study	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
9 Food Service	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
TOTAL ADDITIONAL SERVICES	\$ -		\$ 37,500.00	\$ 37,500.00	\$ -	\$ (0.00)

C. REIMBURSABLE EXPENSES:						
1 Printing/Reproduction		\$ -	\$ -	\$ -	\$ -	\$ -
2 Telephone/Faxes		\$ -	\$ -	\$ -	\$ -	\$ -
3 Postage/Delivery		\$ -	\$ -	\$ -	\$ -	\$ -
4 Photography		\$ -	\$ -	\$ -	\$ -	\$ -
5 Travel/Subsistence		\$ -	\$ -	\$ -	\$ -	\$ -
6 TDLR Fees		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REIMBURSABLE EXPENSES		\$ -	\$ -	\$ -	\$ -	\$ -

D. PROJECT TOTALS:	\$ 240,442.32	\$ 240,442.32	\$ 46,832.84
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Please remit payment to:  
Gignac & Associates, LLP  
416 Starr Street  
Corpus Christi, Texas 78401

Raymond Gignac / pm 9/2/14  
Architect Date

9-4



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

**WEDNESDAY, FEBRUARY 20, 2013**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, February 20, 2013 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Pinkerton called the meeting to order at 5:30 p.m. A full quorum was present: Council Member Robert A. Fudge, Alex Avalos, Sam A. Listi, JoAnn Evans and Alita Bagley. Also present was City Attorney Paul Cunningham.

City staff members present were City Manager Joni Clarke, Assistant City Manager Darla Jones, CVB Director Lacey Ekberg, Fire Chief Burney Baskett, Interim Public Works Director Ray Moya, Police Chief Randy Smith, Information Services Director Tim Howell, Administrative Services Director Wendi Delgado, Environmental Health Services Director Victor Baldovinos, General Manager of Public Transportation Jesse Arriaga, Coastal Resources Manager Reuben Trevino, Special Events Manager Mary Kay Hancock, and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Pinkerton led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

**IV. PRESENTATIONS AND PROCLAMATIONS:**

**a. PROCLAMATION: AMERICAN SOCIETY OF CIVIL ENGINEERS  
TEXAS SECTION CENTENNIAL CELEBRATION**

**V. APPROVE CONSENT AGENDA:**

Council Member Fudge made a motion to approve Consent Agenda Items a, c, d, e, f and g (Item b was pulled to be considered separately). Motion was seconded by Council Member Evans, which carried unanimously.

Council Member Evans made a motion, seconded by Council Member Listi to approve Item b on the Consent Agenda. Motion carried on a 5 to 0 vote with Council Member Avalos abstaining from the vote.

- a. **APPROVE MINUTES OF DECEMBER 3, 2012 WORKSHOP AND FEBRUARY 6, 2013 MINUTES OF WORKSHOP AND REGULAR MEETING. (HILL)**

- b. **APPROVE INVOICES FOR PAYMENT. (FINANCE)**

Invoices approved for payment were paid by General Fund checks numbered 126753 through 126914 and EFT payments totaling \$830,458.77.

- c. **APPROVE RESOLUTION NO. 2013-06 SUPPORTING THE ADOPTION OF LEGISLATION TO CONSOLIDATE THE FACILITIES AND PROGRAMS OF THE UNIVERSITY OF TEXAS – PAN AMERICAN, THE UNIVERSITY OF TEXAS AT BROWNSVILLE, AND THE REGIONAL ACADEMIC HEALTH CENTER INTO A SINGLE INSTITUTION. (PINKERTON)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2013-06, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- d. **APPROVE RESOLUTION NO. 2013-07 AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS AND OTHER NECESSARY BANKING TRANSACTIONS. (SALAZAR)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2013-07, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- e. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 13-04 ADDING TO CHAPTER 13, SEC. 13-22.4, EVENT PERMIT-NOTICE. (COUNCIL)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 13-04, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- f. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 13-05 AMENDING SEC. 4-40 AND 4-42 OF CHAPTER 4 OF THE CODE OF ORDINANCES PERTAINING TO NUMBER OF MEMBERS OF THE DEVELOPMENT STANDARDS REVIEW TASK FORCE AND THE NUMBER OF MEMBERS CONSTITUTING A QUORUM. (LISTI)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 13-05, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- g. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 13-06 AMENDING CHAPTER 18 – TRAFFIC, OF THE CITY'S CODE OF**

**ORDINANCES TO REMOVE THE 25 MPH MAXIMUM SPEED LIMIT FROM SIX (6) CITY STREETS PER SECTION 18-9.1 AND REPLACE WITH A MAXIMUM SPEED LIMIT OF 30 MPH. (FUDGE)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 13-06, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**VI. DISCUSSION AND ACTION TO APPROVE SOUTH PADRE ISLAND INCENTIVE POLICY WHICH SETS CRITERIA FOR TAX ABATEMENT AND CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE - ECONOMIC DEVELOPMENT AGREEMENTS. (EVANS)**

Council Member Listi made a motion to approve the South Padre Island Incentive Policy. Motion was seconded by Council Member Fudge which carried on a unanimous vote.

**VII. DISCUSSION AND ACTION REGARDING THE FUTURE OF OLD CITY HALL BUILDING LOCATED AT 4501 PADRE BOULEVARD AND TO PROVIDE GUIDANCE TO STAFF. (BAGLEY/LISTI)**

Council Member Listi made a motion, seconded by Council Member Bagley to renovate the existing building and proceed with Phase I, II & III (up to \$50,000). Motion passed on a 4 to 2 vote with Mayor Pinkerton and Council Member Fudge casting a nay vote.

**Phase I:**

- Develop written roofing specifications and put out for bid
- Review construction and windstorm certification
- Roof repair

**Phase II:**

- Demolish/gut the existing building
- Prepare flood proofing details and proceed with work

**Phase III:**

- Prepare interior and exterior construction specifications
- Bid out with three local bidders

**VIII. DISCUSSION AND ACTION REGARDING PLACEMENT OF TRAFFIC CALMING DEVICES ON EAST AND WEST RESIDENTIAL STREETS. (BAGLEY)**

Council Member Bagley made a motion to approve placement of traffic calming devices and direct staff to identify which streets devices will be installed on; and prepare budget



amendment to take \$6,000 out of unrestricted reserves to fund this project. Motion was seconded by Council Member Evans. Motion passed on a 5 to 1 vote with Council Member Fudge casting a nay vote.

**IX. DISCUSSION AND ACTION TO DIRECT CITY ATTORNEY TO DRAFT AN ORDINANCE AMENDING SECTION 12-10(D) TO INCLUDE HELICOPTER TRANSPORT OF PERSON(S) IMPORTANT TO ECONOMIC IMPACT ON SOUTH PADRE ISLAND. (LISTI)**

Council Member Listi made a motion to direct the City Attorney to draft an ordinance amending Section 12-10(D) to include helicopter transport of person(s) important to economic impact on South Padre Island. Motion died for lack of second.

**X. DISCUSSION AND ACTION TO ALLOCATE FUNDS FROM THE GENERAL FUND FISCAL YEAR 2012-2013 FOR THE ANTI-LITTER BEACH PROGRAM. (BAGLEY)**

Mayor Pinkerton made a motion, seconded by Council Member Evans to allocate \$39,045.44 to fund two part-time employees (and accessories) for the pilot project "Anti-litter Beach Program" which will run from Memorial Day through Labor Day. Motion carried on a unanimous vote.

**XI. DISCUSSION AND ACTION TO AUTHORIZE THE MAYOR TO APPROVE THE CONTRACT WITH GIGNAC & ASSOCIATES FOR ARCHITECT/ENGINEER SERVICES FOR THE CONVENTION CENTRE RENOVATION & EXPANSION PROJECT AND TO ALLOCATE UNRESTRICTED RESERVES IN THE HOTEL MOTEL/CONVENTION CENTER FUNDS AND BUDGET \$315,000 IN LINE ITEM 06-565-0530 PROFESSIONAL SERVICES. (PINKERTON)**

Council Member Listi made a motion to authorize the Mayor to approve contract with Gignac & Associates for Architect/Engineer Services and allocate \$315,000 from unrestricted Hotel/Motel Tax fund reserves for the Convention Centre Renovation & Expansion Project. Council Member Fudge made a second to the motion, which passed unanimously.

**XII. DISCUSSION AND ACTION TO AUTHORIZE THE MAYOR TO APPROVE THE CONTRACT WITH SPAWGLASS FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONVENTION CENTRE RENOVATION & EXPANSION PROJECT AND ALLOCATE UNRESTRICTED RESERVES IN THE HOTEL MOTEL/CONVENTION CENTER FUNDS AND BUDGET \$23,000 IN LINE ITEM 06-565-0530 PROFESSIONAL SERVICES. (PINKERTON)**

Council Member Listi made a motion, seconded by Council Member Fudge, to authorize the Mayor to approve contract with SpawGlass for Construction Manager at Risk services and allocate \$23,000 from unrestricted Hotel/Motel Tax fund reserves for the Convention Centre Renovation & Expansion Project. Motion carried unanimously.



**XIII. DISCUSSION AND ACTION TO DECIDE WHETHER TO TERMINATE AGREEMENT WITH CORPUS CHRISTI CHAMBER OF COMMERCE IN THE AMOUNT OF \$5,000 FOR THE PARTIAL FUNDING OF THE PERRYMAN GROUP STUDY OR TO AUTHORIZE ANOTHER USE IN PARTICIPATION WITH THE CHAMBER TO HELP WITH TEXAS WINDSTORM INSURANCE ASSOCIATION LEGISLATIVE ISSUES. THIS ITEM WAS TABLED FROM THE FEBRUARY 6, 2013 CITY COUNCIL MEETING. (COUNCIL)**

Mayor Pinkerton made a motion to terminate agreement with Corpus Christi Chamber of Commerce and request refund in the amount of \$5,000. Motion was seconded by Council Member Fudge, which passed on a unanimous vote.

**XIV. DISCUSSION AND ACTION TO APPROVE FUNDING REQUEST FROM ISLA GRANDE FOR \$22,120 TO EXTEND ACTIVATION OF COCA COLA BEACH TWO DAYS THROUGH MARCH 22, 2013. (EKBERG)**

Council Member Fudge made a motion, seconded by Council Member Bagley to approve funding request in the amount of \$22,120 to Isla Grande for two day extension of Coca Cola Beach during Spring Break. Motion carried unanimously.

**XV. DISCUSSION AND ACTION TO: (ARRIAGA)**

- a. APPROVE THE PURCHASE OF TWO 2013 FORD E-450 BUSES FOR THE AMOUNT OF \$138,306**
- b. UTILIZE MNDOT CONTRACT #56184 TO PURCHASE BUSES.**
- c. ACCEPT BID PROPOSAL FROM NATIONAL BUS SALES FOR THE AMOUNT OF \$138,306.**
- d. APPROVE PURCHASE ORDER FOR THE AMOUNT OF \$138,306.**

Council Member Evans made a motion to approve items a through d. Motion was seconded by Council Member Avalos, which passed on a unanimous vote.

**XVI. ADJOURN.**

There being no further business, Mayor Pinkerton adjourned the meeting at 6:41 p.m.

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Susan M. Hill, City Secretary

APPROVED

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Robert N. Pinkerton, Jr., Mayor

# **OWNER / ARCHITECT AGREEMENT**

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**City of South Padre Island, Texas**

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**South Padre Island, Texas**

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**February 2013**

**CONTRACT AGREEMENT  
BETWEEN  
OWNER AND ARCHITECT**

**STATE OF TEXAS  
COUNTY OF CAMERON**

**PART I. PARTIES AND PROJECT**

This Agreement for Architect Services is made 21st day of February 2013 between The City of South Padre Island, Texas (Owner) and Gignac Architects (Architect) for the South Padre Island Convention Center Renovations and Additions, South Padre Island, Texas (Project).

The Exhibits are as follows Exhibits "A " Scope and Construction Cost Limitation

	A1- Emergency Repairs
	A2- Interior and Exterior Renovations and Site Work
	A3- New Additions, Parking and Site work (A3.1- Construction areas)
Exhibit "B"	Architects and Consultant project team personnel assigned to the project with titles, emails and phone numbers and responsibility diagram
Exhibit "C".	Project Schedule
Exhibit "D"	Drawing and submittal requirements for each phase

Attachment 1-Existing Facilities Needs Assessment for the South Padre Island Convention Center, June 1, 2012  
prepared by ROFA Architects

Attachment 2- AMTECH Building Sciences, Inc Report, January 7, 2013 for South Padre Island Convention Center skylights

NOW, THEREFORE, the Owner and the Architect, for the consideration hereinafter described, agree as follows:

The Architect agrees to perform, for the above named Project, professional architect services as set forth in this Agreement and the Owner agrees to pay the Architect for such services a fee in accordance with the terms and conditions hereinafter stated.

**PART II. TERMS AND CONDITIONS, as defined in Articles 1-20 herein.**

**ARTICLE 1  
REPRESENTATIONS**

1.1 Legal Authority. Architect represents that the Architect has the requisite authority to enter into and perform its obligations under this Agreement. The Architect shall submit an affidavit sworn to by an officer of the Architect avowing that the Architect is not in violation of any laws material to its ability to perform its obligations under this Agreement.

1.2 Architect's Professional Qualifications.

- a) The Architect represents that, regardless of the legal relationship between other parties and the Architect, at all times the Architect shall have an independent legal duty to the Owner with respect to design functions, separate and apart from any other duty the Architect may have to other parties on the Project. This duty shall include maintaining separate errors and omissions insurance coverage as set forth in Article 19.

### 1.3 Design Service Representations.

1.3.1 The Architect shall exercise usual and customary professional care in the performance of its service hereunder to the end that the final design recommended by Architect and accepted by the Owner shall be sufficient for construction of the Project, and that the Project can be constructed as designed and as shown in the plans and specifications and will be fit for the purposes for which it is intended. Approval by the Owner of any of the Architect's plans, drawings, specifications, documents, or other Work performed under this Agreement shall not relieve the Architect of responsibility for design, coordination, or the workability of the details. The Project design, plans, and specifications shall incorporate all the requirements approved by the Owner at the various design phases and shall comply with the requirements of the applicable laws including, but not limited to, the Americans with Disabilities Act, codes, ordinances, local health department standards, fire department standards, rules and regulations including, but not limited to, fire safety regulations and elevator regulations, electrical, mechanical, plumbing, structural, and civil and all other laws or regulations applicable to the design and construction of the Project.

1.3.2 Standard of Care. Service provided by the Architect under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances or similar locality.

1.3.3 Separate Agreements. Architect acknowledges that Owner has entered into separate agreements with other Consultants, including but not limited to, a Project Manager, who will be Owner's Representative during design and construction of the Project. Architect agrees with the Owner to be bound by the Project Schedule, incorporated herein by reference. In this regard, Architect shall devote such time and in-house personnel as may be required to perform Architect's services hereunder and comply with the Project Schedule. The Owner reserves exclusively to itself the discretion to alter the overall Project Schedule.

## ARTICLE 2 ARCHITECT RESPONSIBILITIES

### 2.1 Architect Services

2.1.1 Architect's services consist of those services specifically required to be performed by the Architect under other provisions of this contract, services performed by Architect's Consulting Engineers, and all related usual and customary services necessary and reasonably inferable to complete the Project and each phase of the project described below. Architect's basic services include the following: structural, mechanical and electrical engineering necessary to carry out Architect's Basic Services. Civil, audio/visual, acoustical, technology and communication systems design; furniture selection and procurement; or installation of furniture, furnishings or related equipment, lighting, landscaping. Are not included in basic services. (see Additional services Article 4.

2.1.2 The Architect will receive from Owner information (Exhibit A) containing a description of the intended Project scope and character with accompanying Project Schedule and Preliminary Project Cost supporting the Construction Cost Limitation established for the Project. The Architect shall review these documents to understand the objectives of the Project and shall arrive at a mutual understanding of such objectives with the Owner. It shall be the Architect's responsibility to conduct all of its activities related to the Project so as to achieve these project objectives on Owner's behalf.

2.1.3 The services covered by this agreement are subject to the time limitations as set forth in the Project Schedule attached hereto as Exhibit "C".

2.1.4 Time is of the essence in the performance by Architect under this Agreement. Design on the Project shall commence not later than ten (10) days from the date the Architect receives a written Notice to Proceed from the Owner for each phase. The Architect shall proceed in accordance with the mutually agreed upon Project Schedule. Architect shall complete the work in accordance with the Project Schedule requirements.

2.1.5 Prior to beginning the Architect Services for the Project, Architect shall submit for the Owner's review a schedule for the performance of the Architect's services consistent with the Project Schedule which shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.



2.1.6 The Architect shall be responsible for its negligent acts and omissions, and for the negligent acts and omissions of anyone directly employed by the Architect, including Consulting Engineers, or anyone acting under Architect, including all damages and losses resulting from these negligent acts or omissions.

2.1.7 The Owner intends to employ a Construction Manager at Risk (CM@R) to provide pre-construction services and to perform all of the construction work required by the Project. The Architect will work collaboratively with the Owner, and CM@R to fulfill the objectives of the Project.

2.1.8 The Architect shall participate in the development and review of the CM@R's Guaranteed Maximum Price (GMP) proposal. This GMP Proposal will include the qualifications, assumptions, exclusions, value engineering and all other requirements identified by Owner to the CM@R. Furthermore, the Architect shall participate in the documentation of the CM@R's GMP Proposal so as to adequately understand the contents of the Proposal and ultimately confirm that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposal. Following Owner's Approval of the GMP proposal, the Architect shall be responsible for developing the Construction Documents, consisting of plans and specifications, and any other needed materials, and setting forth in detail all requirements embodied in the approved GMP proposal.

2.1.9 The Owner has employed a Project Manager to perform many of the responsibilities required of the Owner under this Agreement. The Architect will work collaboratively with the Project Manager to facilitate the Project Manager's fulfillment of delegated Owner responsibilities and to fulfill the objectives of the Project.

2.1.10 Upon Architect's request, Owner will provide Architect with an executed version of the Owner's contracts with the CM@R. Nothing in the CM Agreement shall confer direct responsibility on the CM@R for the Architect's services, nor shall anything contained therein diminish Architect's responsibility for its services as set forth in this Agreement.

2.1.11 Within the fee for Basic Services in this agreement, the Architect shall assist in scope definition & estimating which will be provided by Project Manager. The level of detail of this estimate shall follow the Construction Specifications Institute (CSI) format. Such estimates shall be submitted with plans and specifications when submitted for review at the completion of the Schematic Design phase, Design Development phase, and at each of the stages of completion of the Construction Documents as described in paragraph 2.1.13. Should any Construction Cost Estimate indicate a cost which exceeds the Construction Cost Limitation, the Owner will determine whether to increase the Construction Cost Limitation, or require the Architect to revise the Project scope or quality to bring the estimated cost within the Construction Cost Limitation at no additional cost to Owner. Reductions in Project scope or quality shall be subject to Owner's review and approval. Should any Construction Cost Estimate indicate a cost which is below the Construction Cost Limitation, the Owner and Architect shall mutually agree on any changes to the project scope, quality or to the Construction Cost Limitation. The CM@R will be providing GMP Proposal to the Owner on the same submittal schedule dates as those required of the Architect. The Architect shall be required to confer with the Owner and the CM@R to reconcile any material differences between the two estimates. These estimate reconciliation efforts are considered a part of Architect's Basic Services and will not be considered as Additional Services.

2.1.12 The Architect shall submit documents to the Owner for review at completion of the Schematic Design and Design Development phases and at the 30%, 60% and 95% stages of completion of the Construction Documents. The Architect shall incorporate into the documents such corrections and amendments resulting from Owners reviews, unless the Architect has objected in writing and has received the Owner's consent not to make the incorporation to which the Architect objects. If any added costs are incurred at a later date due to a failure to incorporate requested corrections and amendments, the added costs shall be at the Architect's sole expense.

2.1.13 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's special and unique abilities with respect to performing Architect's services, duties, and obligations under this Agreement ("Architect's Services"). Architect accepts the relationship established between Architect and Owner and will strive to use Architect's appropriate efforts, skill, judgment, and abilities in performing Architect's Services. Architect shall perform Architect's Services (i) in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession for those architectural firms currently practicing under similar circumstances or similar locality and (ii) in compliance with all applicable federal, state, and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Architect covenants that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of Architect's Services.



2.1.14 Architect shall call to Owner's attention anything of any nature in any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Architect (by Owner or any other party) which Architect regards in Architect's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Nothing shall excuse or detract from Architect's responsibilities or obligations hereunder in a case where such documents or data are furnished unless Architect advises Owner in writing that in Architect's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Architect to proceed in accordance with the documents or data as originally given.

2.1.15 Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval or acceptance by Owner, nor shall Architect be released from any liability by reason of such approval by Owner, it being understood that Owner at all times is ultimately relying upon Architect's skill and knowledge in performing Architect's services. Owner shall have the right to reject any portion of Architect's Services on the Project because of any fault or defect in the Project due to the plans, drawings and specifications, and other materials prepared by Architect, and prompt notice of any such rejection shall be given by Owner to Architect. Architect shall forthwith perform, without any additional cost or expense to Owner, any and all such services as are required to correct or remedy any act, error, or omission directly attributable to the plans, drawings, and specifications and other materials of Architect, or in connection with the Architect's Services, or the services of Architect's Consultants or other persons employed by Architect, in the performance of any of the provisions of this Agreement. Should the Architect refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then Owner shall be entitled to effect such correction or remedy itself at the expense of Architect, and Architect shall reimburse Owner upon demand for all expenses incurred by Owner to effect such correction or remedy. This commitment by Architect is in addition to, and not in substitution for, any other remedy for defective services that Owner may have at law or in equity, or both.

2.1.16 In view of the services to be performed by Architect, Architect shall devote such time and in-house personnel as may be required to perform Architect's services hereunder. Unless and until Owner grants its prior written approval to any substitution, or requests any substitution, Architect's Senior Principal responsible for completing the Architect's services shall be as listed on **Exhibit B** attached hereto and incorporated herein. The day-to-day Project team will be led by the person or persons as listed on **Exhibit B** attached hereto and incorporated herein, unless otherwise directed by Owner or prevented by factors beyond the control of Architect. The Senior Principal shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner.

### **ARTICLE 3 BASIC SERVICES**

3.1 The Architect's Basic Services consist of the following five phases: 1) Schematic Design and Master Planning Phase; 2) Design Development Phase; 3) Construction Documents Phase; 4) Bidding or Negotiation Phase; and 5) Construction Phase-Administration of the Construction Contract. Basic Services shall include normal structural, mechanical, electrical Consulting Engineering services including the provision of copies of CADD record drawings, and interior design (finish color, selection and furniture layouts) and any other services included in this Article as part of Basic Services. See **Article 5 Other services for additions services considered part of Basic Services**

3.2 Prior to proceeding with any of the phases of services set out in herein, the Architect must receive written authorization to proceed from the Owner or the Owner's Project Manager. The Architect and its Consultants shall not proceed beyond the phase of design authorized by the Owner, except at the Architect's and Consultants own financial risk. The Owner may, at its sole discretion, choose not to issue a Notice to Proceed for any particular phase, subject to Architect's right of termination for abandonment of the project.

3.3 Architect shall perform, without any additional cost or expense to Owner, any and all such services as are required to correct or remedy any error or omission directly attributable to the plans, drawings, and specifications and other materials of Architect, or in connection with Architect's Services, or other persons employed by the Architect in the performance of any of the provisions of this Agreement. Should the Architect refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then Owner shall be entitled to effect such correction or remedy itself at the expense of Architect and Architect shall reimburse Owner upon demand for all expenses incurred by Owner to effect such correction or remedy. This obligation of the Architect is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.



### 3.4 Schematic Design and Master Planning Phase

3.4.1 Based on Owner's Program, Construction Cost Limitation and Project Schedule, the Architect shall prepare a Master plan that incorporates two scopes of work: Renovation of the existing facility only and Renovation and Expansion of the Existing Facility. The Architect shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements. Two separate schemes should be addressed in the schematic design phase: the design for renovations only and the renovation and expansion of the facility and Architect will provide the pros and cons of each design. The Architect shall review the understanding of such requirements with Owner and CM@R, and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Design Guidelines and any additional requirements set forth in this Agreement. Upon submission of the Schematic Design documents, the Architect shall review design and construction alternatives with the Owner and the CM@R at the Project site. The Architect shall incorporate the alternatives selected by the Owner, especially those regarding aesthetic design issues. Emergency Repairs should be completed during the schematic design phase.

3.4.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Schematic Design documents. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.4.3 The Architect shall review and assist the Project Manager in the preparation of a detailed construction cost estimate as described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Schematic Design Documents. The Architect shall review the project managers construction cost estimate in comparison with the construction cost estimate prepared by the CM@R, and shall assist the PM in reconciling any differences between the two construction cost estimates in coordination with the CM@R. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, then the Architect shall provide a detailed explanation of the differences to the Owner.

3.4.4 Before proceeding into the Design Development Phase, the Architect shall obtain Owner's written acceptance of the Schematic Design documents and approval of the Architect's preliminary construction cost estimate.

3.4.5 The Architect shall participate in a final review of the Schematic Design Documents with the Owner and CM@R at the Project location or other location in the Cameron County specified by Owner. The Architect shall present the schematic design drawings and designs at a City Council Meeting which will be held on South Padre Island Prior to the Owner's approval of the Schematic Design Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

3.4.6 The Architect shall prepare presentation materials as defined in Owner's Design Guidelines at completion of Schematic Design and if so requested shall present same to the SPI City Council at a regular or special meeting. 3D modeling of the schematics design approved by the owner is required under basic services for the owners use in marketing.

### 3.5 Design Development Phase

3.5.1 Based on the approved Schematic Design Documents and any adjustments to the Program or Construction Cost Limitation authorized by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project in accordance with Owner's Design Guidelines and any additional requirements set forth in this Agreement. The Architect shall review the Design Development Documents with the Owner and CM@R as they are being prepared at intervals appropriate to the progress of the Project and incorporate Owner's comments in the documents. Such reviews will take place at the Project location or other location in the Cameron County specified Owner.

3.5.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Design Development documents and specifications. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.5.3 The Architect shall assist and review in the preparation of a detailed construction cost estimate that will be prepared by the Project Manager as described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present



same with the completed Design Development Documents. The Architect shall review the Project Managers construction cost estimate in comparison with the construction cost estimate prepared by the CM@R, and shall assist in reconciling any differences between the two construction cost estimates in coordination with the CM@R. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, then the Architect shall provide a detailed explanation of the differences to the Owner

3.5.4 Before proceeding into the Construction Document Phase, the Architect shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Construction Cost Limitation.

3.5.5 The Architect shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific architectural, mechanical and electrical elements.

3.5.6 The Architect shall participate in a final review of the Design Development Documents with the Owner and CM@R at the Project location. Prior to the Owner's approval of the Design Development Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's written review comments.

### 3.6 Construction Document Phase

3.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Construction Cost Limitation authorized by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, Owner's Design Guidelines and any additional requirements contained in Article 2 of this Agreement. The plans, drawings and specifications for the entire Project shall be so prepared that same will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost not more than the Guaranteed Maximum Price accepted by Owner, or the Construction Cost Limitation established by Owner if no Guaranteed Maximum Price proposal has been accepted by Owner. The Architect will be responsible for managing the preparation of Construction Documents to stay within such Guaranteed Maximum Price proposal or Construction Cost Limitation. The Architect will be responsible for managing the preparation of Construction Documents to stay within such Guaranteed Maximum Price proposal or Construction Cost Limitation, subject to the provisions of Article 7 herein. The Architect shall submit at mutually agreed upon intervals the Construction Documents as they are being prepared so as to determine progress to the Owner and CM@R at the Project location or other location specified by Owner in the Hidalgo County. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.6.2 The Architect shall assist the Owner and CM@R in the determination of construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and such other construction conditions considered appropriate for the Project and advantageous to the Owner. The Architect shall assist the Owner and CM@R in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Terms and Conditions of the Construction Contracts.

3.6.3 The Architect shall assist the Owner and CM@R in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

3.6.4 The Architect, at the Architect's expense, at each phase of submission of Construction Documents, shall furnish and deliver to the Owner one complete printed copies of all plans, drawings and specifications and a CD with all information of every character made or furnished in connection with the Construction Work, which copies shall become the property of the Owner. The Architect shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed in writing for good cause.

3.6.5 The Architect shall pay for the reproduction of all plans, specifications and other documents for use by the office of the Architect and its Consultants and all documents reproduced for the various completion phase reviews by the Owner prior to the reproduction of bidding or proposal documents. Number sets are four per phase submittal. The CM@R will reimburse Architect for all review documents CM@R requests prior to the issuance of bid sets. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are billed directly to the Owner, free of state sales taxes, and identified by the Architect as to the project name, number and institution. However, addenda documents issued after the bid documents are reproduced, except for changes generated by Owner, shall be supplied at the Architect's expense.



3.6.6 The Architect shall assist the Project Manager in the preparation of a detailed construction cost estimate to confirm adherence to the Construction Cost Limitation and present same with each phased submission of the Construction Documents. The Architect shall review the construction cost estimate in comparison with the construction cost estimates prepared by the CM@R, and shall assist in reconciling any differences between the two construction cost estimates in coordination with the CM@R.

3.6.7 The Owner may require the Architect to perform Basic Services in a manner such that the project is constructed using multiple construction contracts or awards. For possible packages in this contract see Exhibit A Scope and Construction Cost Limitation

Package 1	A1- Emergency Repairs
Package 2	A2- Interior and Exterior Renovations and Repairs
Package 2	A3- Site work Repairs
Package 3	A4-New Additions, Parking and Site work associated with new additions

3.6.8 The Owner will require Construction Document drawings to be produced on a CADD system as part of Basic Services. The Owner will assist in defining the CADD drawing requirements and the final media for the CADD data.

3.6.9 The Architect shall participate in a review of each phase of the submission of the Construction Documents with the Owner and CM@R at the Project location. Prior to Owner's approval of a particular phase of the Construction Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments. Before proceeding into the next scheduled phase of Construction Document development, the Architect shall obtain Owner's written acceptance of the prior phase and approval of the Construction Cost Limitation related thereto.

3.6.10 At the completion of the Construction Document Phase, or such other time as Owner may specify to Architect, at Owner's sole option and discretion, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by CM@R based upon mutually agreed upon level of construction documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and advocate the Owner's interests in Owner's negotiations with the CM@R in an effort to develop a GMP proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the CM@R's GMP proposal, the Architect shall participate with the Owner and CM@R in constructability reviews and Value Engineering efforts and shall revise the documents as necessary in order to reach an agreement. If CM@R's GMP proposal exceeds the latest Construction Cost Limitation, and Owner directs Architect to revise the documents, then Architect shall revise the documents at its own expense so that the GMP proposal for constructing the Project shall not exceed the Construction Cost Limitation. If it is determined to be in the Owner's best interest, instead of requiring the Architect to revise the drawings and specifications, the Owner reserves the right to accept a GMP proposal that exceeds the stipulated Construction Cost Limitation. The Architect shall analyze the final GMP proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications made by the CM@R in its preparation of the GMP proposal.

3.6.11 After the GMP proposal has been accepted, the Architect shall incorporate into the Construction Documents any revisions which are necessary due to accepted assumptions and clarifications made in the development of the GMP.

### 3.7 Bidding and Negotiation Phase

3.7.1 In conjunction with the implementation of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Architect shall assist the Owner and CM@R by receiving and recording requests for Bid and Request for Proposal ("RFP") Documents, issuing Bid and RFP Documents, and accounting for Bid and RFP Documents issued; receiving and resolving questions about Bid and RFP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction. Architect shall answer inquiries from bidders and proposers at Owner's request, and shall prepare and issue any necessary addenda to the bidding or proposal documents.



### 3.8 Construction Phase – Administration of the Construction Contract

3.8.1 The Construction Phase shall commence with the earlier of (1) Owner's acceptance of the CM@R's Guaranteed Maximum Price (or acceptance of a partial Guaranteed Maximum Price for a stage or phase), (2) award of any subcontract or trade contract by CM@R after authorization by Owner, or (3) the issuance of a purchase order by CM@R for materials or equipment for the Project after prior written authorization by Owner and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment is made to the CM@R at completion of all of the Construction Work, or sixty days after the last Date of Substantial Completion, whichever occurs last.

3.8.2 Unless otherwise provided in this Agreement and incorporated in the Construction Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of the Owner's Design Guidelines current as of the date of this Agreement which are hereby incorporated herein by reference.

3.8.2.1 The Architect shall establish and maintain a numbering and tracking system for all project records, including, but not limited to: changes, requests for information, submittals, and supplementary instructions and, for the purpose of monitoring and overseeing the Construction Work shall provide updated records to all attendees at each Owner's monthly meeting and at other times when requested.

3.8.2.2 The Architect shall prepare agendas in advance of and shall conduct all meetings scheduled by the Owner or Architect and shall promptly provide summary notes to all parties. The Architect shall attend CM@R's regularly scheduled planning meetings when requested but will not be responsible for administering such.

3.8.2.3 The Architect shall assist the Owner in making arrangements for a Pre-Construction Conference/Partnering Workshop and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties. The Architect and its Consultants shall participate in the project Partnering process including attendance at Partnering Workshop.

3.8.2.4 The Architect shall utilize the Project Manager's web based information system in order to facilitate ease and quicker communication, documentation of meeting minutes, and exchange of information related to RFI's, reports, etc. SEE Article 5 Other Basic Services for details

3.8.3 The Architect shall review the CM@R's initial administrative submittals for Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Architect shall provide detailed written comments to the CM@R for necessary revisions and recommend acceptance of these documents to the Owner when appropriate. The Architect shall review periodic updates of all schedules with Owner and CM@R to evaluate appropriateness.

3.8.4 The Architect and its Consultants shall prepare appropriate materials for and conduct a Pre-Construction Conference at the Project site prior to commencement of construction by the CM@R.

3.8.5 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner and Owners Project manager. All formal instructions to the CM@R shall be forwarded through the Architect and all communication by and with the Architect's Consultants shall be through the Architect, except that the Owner reserves the right to communicate directly with the CM@R and Consultants as it deems necessary or appropriate at any time with a copy to the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the Construction Documents unless otherwise modified by written instrument. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written acceptance of the Owner and Architect.

3.8.6 The Architect shall visit the site as reasonably necessary, but in no event less frequently than bi monthly to monitor appropriate activities construction period, and each Consultant shall visit the site as required during construction activities related to each Consultant's discipline, to observe the progress and quality of the Construction Work and to determine in general if the Construction Work is proceeding in accordance with the Construction Documents. Architect and each Consultant shall submit written reports for each of such visits and meetings. However, the Architect shall not be required to make exhaustive or continuous on site visits to inspect the quality or quantity of the Construction Work. On the basis of such onsite observations, the Architect shall keep the Project Manager and Owner informed of the progress and quality of the Construction Work, and shall endeavor to guard the Owner against defects and deficiencies in the Construction Work of the CM@R. Architect shall notify Owner and the CM@R in writing of any portions of the Construction Work which Architect has observed as not being in conformity with the Construction Documents and shall make recommendations as to correction of such deficiencies or defects.



As part of such on-site observation, Architect shall make its site representative available and shall consult with Owner and the CM@R on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests. In addition to site visits for general inspection and observation, the Architect and its Consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Construction Work.

3.8.7 The Architect shall assist in the preparation of an agenda for, and attend monthly job conferences for attendance by representatives of the CM@R, major Trade Contractors and Subcontractors, the Architect and the Owner's Representative, and prepare and distribute minutes of the meetings using the Owner Insite Project management system.

3.8.8 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Work, for the acts or omissions of the CM@R, Trade Contractors, Subcontractors, or any other persons performing any of the Construction Work, or for the failure of any of them to carry out the Construction Work in accordance with the Construction Documents.

3.8.9 The Architect shall at all times have access to the Construction Work whenever it is in preparation or progress.

3.8.10 The Architect shall determine the amounts owing to the CM@R based on observations of Construction Work placed at the site and on evaluations of the CM@R's Estimate for Partial Payment, shall coordinate such review and evaluation with the Owner's representatives, and shall certify CM@R's Estimates for Partial Payment in such amounts as Architect deems to be due and payable.

3.8.11 The certification of a CM@R's Estimate for Partial Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in this Agreement and on the data comprising the CM@R's Estimate for Partial Payment, that the Construction Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents (subject to an evaluation of the Construction Work for conformance with the Construction Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Construction Documents, to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the CM@R's Estimate for Partial Payment); and that the CM@R is entitled to payment in the amount certified.

3.8.12 The Architect shall be the interpreter of the technical requirements of the Construction Documents and the judge of the performance thereunder by the CM@R. The Architect shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness on written requests of either the Owner or the CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the CM@R relating to the execution or progress of the Construction Work or the interpretation of the Construction Documents.

3.8.13 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in written or graphic form.

3.8.14 Subject to approval of the Owner, the Architect's decisions in matters relating to artistic effect shall be final if consistent with the reasonably inferable intent of the Construction Documents. The Architect shall review interior designs and/or furniture selections proposed by the Owner to ensure aesthetic compatibility with the Architect's design.

3.8.15 The Architect shall recommend to the Owner rejection of Construction Work which it observes that does not conform to the Construction Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Documents, the Architect will have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Construction Documents, whether or not such Construction Work is then fabricated, installed or completed. The Architect shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions or any appropriate corrective measures as may be necessary or appropriate based on the results of such tests.

3.8.16 The Architect and its Consultants shall review and approve or take other appropriate action upon the CM@R's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Construction Work set forth in the Construction Documents, and shall respond to CM@R's inquiries and questions and provide such supplemental information as appropriate. Such action shall be taken with reasonable promptness so as to cause no delay to the CM@R's scheduled progress, but in any event within fourteen (14) business days. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.



3.8.17 Architect shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or clarify portions of the Construction Documents.

3.8.18 Architect shall provide assistance in the review of the CM@R's requests for change orders or claims for additional costs or time, and make recommendations to Owner as to such requests or claims.

3.8.19 The Architect shall review Change Orders for the Owner's approval prepared by the Contractor and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Construction Work which are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the Guaranteed Maximum Price or an extension of the Contract Time. Any changes must be approved by the Project Manager. In conjunction with each Change issued by the Architect, the Architect shall recommend to the Owner whether the CM@R's proposal is reasonable. The Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded. If the revised drawings are due to Changes ordered by the Owner and not due to errors and omissions on the part of the Architect, Architect's reasonable extra expenses to produce them will be treated as Additional Services.

3.8.20 Architect shall conduct and its Consultants shall participate in concealed space inspections, systems start-up inspections, Substantial Completion or pre-Final inspections to determine the Dates of Substantial Completion, and Final Inspection. In association with each inspection, Architect and its Consultants shall prepare a list of items which have observed as deficiencies in the Construction Work requiring remedial work or replacement, assemble and distribute the official punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

3.8.21 Architect shall review, for conformance with the Construction Documents, CM@R's submission of Guaranteed Maximum Price (GMP) including assumptions, exclusions, etc.

3.8.22 The Architect and its Consultants shall assist the Owner in confirming contractor as-built drawing documentation during the course of the Construction Work and as a prerequisite for certifying progress payments and shall review final as-built documents for completeness as it relates to as-built documentation.

3.8.23 Architect shall assist in review of CM@R's submission of operating and maintenance instructions, manuals, brochures, drawings, and other close-out documentation furnished by the CM@R; shall require necessary revisions to same; and, when acceptable under the terms of the Contract between Owner and CM@R, shall forward them to the Owner. The Architect shall certify final payment to the CM@R when, to the best of its knowledge and belief based upon observations, the requirements of the Contract between Owner and CM@R have been met.

3.8.24 Architect shall provide assistance to Owner for the purpose of advising and counseling Owner's personnel in the usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

3.8.25 The Architect shall be available after final payment to advise the Owner regarding Warranty items and to observe Warranty work during the Warranty period. Architect shall participate in the Project's one-year warranty review.

#### ARTICLE 4 ADDITIONAL SERVICES



4.1 The following Services are not included in Basic Services unless so identified. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal that shall describe in detail the nature or scope of the Additional Services, the basis upon which Architect has determined that such service are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Architect is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Service. Architect shall proceed only after written acceptance by Owner of the Additional Services Proposal.

#### 4.2 Contingent Additional Services

4.2.1 Making revisions in Drawings, Specifications or other documents when such revisions are made necessary by adjustments in the Owner's program, are required by the enactment or revision of codes, laws or regulations in effect or known to be in effect subsequent to the preparation of such documents; or are due to changes required as a result of the Owner's failure to render decisions in a timely manner.

4.2.2 Providing services required because of significant changes in the Project, including, but not limited to size, quality, complexity, the Owner's Project Schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 3.8.

4.2.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating CM@R's proposals and providing other services in connection with Change Orders and Construction Change Proposals if the action required were caused by Owner and Project Manager's actions or other factors beyond the Architect's control. Example: The Owner decides to change the plan of the building during construction, therefore requiring additional work. Note that this paragraph does not authorize additional services for Change Orders due to design errors or omissions, document clarification, etc.

4.2.4 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work unless such claims are based on alleged defective plans and specifications prepared by Architect.

4.2.5 Providing Services made necessary by the default of the CM@R, or by major defects or deficiencies in the Work of CM@R, or by failure of performance of either the Owner or CM@R under the Contract for Construction.

4.2.6 Providing services in evaluating claims submitted by the CM@R or third parties in connection with the Work, unless such claims are based on alleged defective plans and specifications prepared by Architect.

4.2.7 Preparing to serve or serving as an expert witness in connection with any public hearing, non-binding mediation proceeding or other legal proceeding.

#### 4.3 Optional Additional Services

4.3.1 Civil Engineering.

4.3.2 Providing financial feasibility or other special studies. Including updating the 2005 Master plan and Feasibility Study prepared by Johnson Consulting

4.3.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

4.3.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

4.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

4.3.6 Providing coordination of Work performed by separate CM@Rs or by the Owner's own forces.

4.3.7 Providing detailed quantity surveys or inventories of material, equipment and labor.

4.3.8 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment. Furniture layouts are part of basic services

4.3.9 Making investigations, surveys, evaluations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

4.3.10 Except for services in connection with warranty claims as provided for in section 3.8.25, providing Services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty (60) days after the Date of Substantial Completion of the Work.

4.3.11 Providing services of Consulting Engineers for other than the normal architectural, structural, mechanical and electrical for the Project.

4.3.12 Providing any other Services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural practice.

4.3.13 Telecommunications/Data Design

4.3.14 Acoustic Design

4.3.15 LEED Certification 11/2%

4.3.16 Lighting Consultant

4.3.17 Graphics and Way finding

4.3.18 Windstorm Certification

4.3.19 Roofing Consultant

4.3.20 MEP Energy Modeling

4.3.21 Hospitality Interiors

4.3.22 Custom Carpet Design

4.3.23 Code Consultant

4.3.24 Theater Consultant

4.3.25 Food Service Consulting

4.3.26 Landscaping and Irrigation

4.3.27 Feasibility and Market Analysis allowance \$25,000

## **ARTICLE 5 OTHER BASIC SERVICES**

The Architect's Basic Services include the following:

5.1 **Owner InSite** software: Mandatory use of the web based project management software; Owner *InSite* Access to this software will be given to the Architect and Consultants by the Owners Project Manager. Documentation uploads will be required at each of the following five phases by the Architect and all consultants: 1) Schematic Design Phase; 2) Design Development Phase; 3) Construction Documents Phase; 4) Bidding or Negotiation Phase; and 5) Construction Phase-Administration of the Construction Contract. Training will be provided by the Owners project manager. The documents which will be uploaded include but are not limited to the following:

### **Design Management**

- Drawings and Specification at all phases
- Planning and approval documents

### **Communications**

- Meetings
- Photos
- Issues

### **Construction**

- Issues
- Schedule
- ASI's
- RFI's
- Submittals
- Field Reports



- Punch lists
- Warranties

## ARTICLE 6 THE OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide full information regarding requirements for the Project including a Facilities Program, which shall set forth the Owner's design objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

6.2 The Owner, or its authorized representatives, shall examine the documents submitted by the Architect and shall render decisions pertain thereto promptly to avoid unreasonable delay in the progress of the Architect's Services.

6.3 The Owner shall furnish a written legal description and a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachment, zoning, deed restrictions boundaries and contours of the site; locations, dimensions and complete necessary data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

6.4 The Owner shall furnish the services of Geotechnical Consulting Engineers or other Consulting Engineers as selected when such services are deemed necessary by the Architect and the Owner. Such Services shall include test borings, test pits, soil bearing values, percolation tests, surveys of hazardous materials, air and water pollution tests, ground corrosion and resistivity test, including necessary operations for determining sub-soil, air and water conditions, with reports and appropriate professional recommendations.

6.5 The aforementioned services, information, surveys and reports required herein shall be furnished at the Owner's expense. The Architect shall be entitled to rely upon the accuracy of all information provided by the Owner.

6.6 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

6.7 The Owner's failure to furnish information, provide notice of defects, or any other failure to comply shall not relieve the Architect of its obligations under this Agreement or otherwise impose upon the Architect by all applicable laws, codes, ordinances, rules, regulations and Architectural and construction industry standards.

6.8 The Owner shall establish and update an overall budget for the Project, including the Construction Cost Limitation, the Owner's other costs and reasonable contingencies related to all of these costs.

6.9 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

## ARTICLE 7 STATEMENT OF CONSTRUCTION COST

### 7.1 Definition

The Construction Cost Limitation shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

### 7.2 Responsibility for Construction Cost Limitation

7.2.1. Evaluations of the Owner's Project budget, Construction Cost Limitation and Detailed Estimates of Construction Cost Limitation, if any, shall be prepared by the Project Manager. It is recognized, however, that neither the Architect, the Owner



or the Project Manager have control over the cost of labor, materials or equipment, the CM@R's methods of determining bid prices or over competitive bidding, market or negotiating conditions.

7.2.2 While the Architect does not represent that his design will assure a bid or proposal price equal to or lower than the Construction Cost Limitation, Architect shall as part of Basic Services to alter and adjust the design, with the assistance of Owner and the Project Manager, as necessary to produce a Project that conforms to the Construction Cost Limitation.

7.2.3 If a Project budget or the Construction Cost Limitation is exceeded by the lowest bona fide bid or negotiated proposal, (by more than five (5) percent), the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding or re-negotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost Limitation.

7.2.4 Provided the Construction Cost Limitation has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit.

## ARTICLE 8 COMPENSATION TO THE ARCHITECT

8.1 Basic Compensation. The Owner shall compensate the Architect, as follows:

8.1.1 For Basic Services, Basic Compensation shall be computed as follows:

Renovation and New Construction including all site work: 7.35% of Construction Cost Limitation for Basic Services plus the cost of reimbursable expenses as set forth in Article 9 herein. Travel Reimbursable expenses may not exceed \$31,200

8.1.2 Where compensation is based on a stipulated sum or percentage of the Construction Cost Limitation, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	Fifteen percent	(15%)
Design Development Phase:	Twenty percent	(20%)
Construction Documents Phase:	Forty percent	(40%)
Bidding or Negotiation Phase:	Five percent	(05%)
Construction Phase	Twenty percent	(20%)

8.2 Compensation for Additional Services.

8.2.1 For project representation beyond Basic Services compensation shall be computed follows:

A fixed fee agreed to by both parties when exact extent of services is defined.

8.2.2 For Additional Services of Consulting Engineers, including additional structural, mechanical and Consulting Engineering services and those identified as part of Additional Services, a multiple of 1.1 times the amount billed to the Architect for such services.

8.3 Reimbursable Expenses. For Project Expenses and any other items included as Reimbursable Expenses, a multiple of One (1) times the amounts expended by the Architect, the Architect's employees and Consulting Engineers in the interest of the Project.

8.4 Additional Provisions

8.4.1 If the Basic Services covered by this Agreement have not been completed within 90 days from the date of Substantial Completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be further compensated as provided in this Agreement.

8.4.2 Owner's payments to Architect are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 6.0% per annum

The rates and multiples used for Additional Services shall be adjusted annually in accordance with the normal salary review practices of the Architect.

#### 8.5 Basic Service Fee Compensation Adjustment

The basic fee lump sum compensation may be adjusted when authorized in writing by Owner and when the Construction Cost Limitation (CCL) increases more than 5% during any phase including acceptance of final GMP award amount.

### ARTICLE 9 REIMBURSABLE PAYMENTS TO THE ARCHITECT

9.1 Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.2 Reimbursable Expenses. Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and Consulting Engineers in the interest of the Project for the expenses listed in the following Subparagraphs:

Travel approved by the owner

Fees paid for securing approval of authorities having jurisdiction over the Project;

Expense of reproductions of Contract Documents only over and above the sets supplied as part of the Architect's Basic Services;

Expense of renderings, models and mock-ups requested by the Owner;

Long distance phone service only if not associated with in - office or consultant communication. Phone and internet service shall not be considered a reimbursable expense;

Mail and overnight delivery costs for items specifically requested by Owner on Owner's authorized forms only;

Insurance premiums above Architect's standard coverage as approved by Owner. The amount of the premium to be reimbursed on a basis.

9.3 Payments on Account of Basic Services. Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to Services performed within each phase of services.

9.4 When compensation is based on a percentage of the Construction Cost Limitation, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent Construction Cost Limitation or detailed estimate of the Construction Cost Limitation for such portions of the Project.

9.5 Payments on Account of Additional Services. Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

9.6 Architect's Accounting Records. Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner and Owner's authorized representative within ten (10) days of request.

### ARTICLE 10 CONSTRUCTION CHANGE ORDERS

10.1 A Change Order is a written instrument prepared by the contractor, submitted to the Project Manager and Owner for

review and signed by the Owner, CM@R and Architect, stating their agreement upon all of the following:

- a.) change in the Work;
- b) The amount of the adjustment in the Contract Sum, if any; and
- c) The extent of the adjustment in the Contract Time, if any.

10.2 Methods used in determining adjustments to the Contract Sum shall include those listed in Paragraph 11.3.

## ARTICLE 11 CONSTRUCTION CHANGE PROPOSALS

11.1 A Construction Change Proposal is a written order prepared by the Contractor, submitted to the Project Manager and Owner and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may by Construction Change Proposal, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

11.2 If the Construction Change Proposal provides for any adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- b) By unit prices stated in the Contract Documents or otherwise mutually agreed upon;
- c) By cost estimated by the CM@R plus, if applicable, overhead and/or profit percentage, and accepted by the Architect. The CM@R's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change;
- d) Cost to be determined in a manner agreed upon by the parties plus, if applicable, overhead and/or profit percentage; or
- e) By actual cost determined after the Work covered by the change is completed, plus, if applicable, overhead and/or profit percentage.

11.3 As used in this section, Construction Change Proposal's "cost" shall mean the estimated or actual net increase in cost to the CM@R, or Subcontractor for performing the work covered by the change, including actual payments for materials equipment rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the Site where the Work is performed, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the Site, or any amount for profit or fee to the CM@R, Subcontractor, or Sub-subcontractor. Rates for the CM@R and Subcontractor owned equipment shall not exceed the rates listed in the Associated Equipment Distributors rental rate book as adjusted to the regional area of the Work under this Contract.

11.4 Upon receipt of a Construction Change Proposal, the CM@R shall promptly proceed with the change in the Work involved and advise the Architect of the CM@R's agreement or disagreement with the method, if any, provided in the Construction Change Proposal for determining the proposed adjustment in the Contract Sum or Contract Time.

11.5 A Construction Change Proposal Signed by the CM@R indicates the agreement of the CM@R therewith, including adjustment in Contract Sum and Contract Time or the Method for determining them. Such agreement shall be effective immediately and shall be subsequently recorded as a Change Order.

11.6 The amount of credit to be allowed by the CM@R to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or Substitutions are involved in a change, the percentage for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

11.7 If the Owner and CM@R do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination, whose decision shall be final.

11.8 When the Owner, Project Manager and CM@R agree with the determination made by the Architect concerning the



adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be subsequently recorded by preparation and execution of an appropriate Change Order.

## **ARTICLE 12 MINOR CHANGES IN THE WORK**

The Architect shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and CM@R. The CM@R shall carry out such written orders promptly.

## **ARTICLE 13 SUBSTANTIAL COMPLETION**

13.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

13.2 When the CM@R considers that the whole Work, or a portion thereof designed in the Contract Documents for separate completion is substantially complete the CM@R shall submit to the Architect the permits and certificates, and the CM@R's request for review of the permits and certificates by the Architect. The Architect will determine whether the Work or designated portion thereof is substantially complete. If the Architect's review and observation discloses any item which is not in accordance with the requirements of the Contract Documents, the Architect will then prepare and submit to the CM@R a comprehensive list of items to be completed and/or corrected. The CM@R shall proceed promptly to complete and correct items on the list before issuance of the Certificate of Substantial Completion. All Work items or Contract Requirements which remain incomplete/unsatisfied at the Date of Substantial Completion will form the initial "Punch-list" for Final Acceptance. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. All representations required by the Contract Documents shall commence on the date of Final Completion and Acceptance which is thirty days after substantial completion.. The Certificate of Substantial Completion shall be submitted to the Owner and CM@R for their written acceptance of responsibilities assigned to them in such Certificate.

13.3 Upon Substantial Completion of the Work and upon application by the CM@R and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work as provided in the Contract Documents.

13.4 After Substantial Completion of the Work, at the Architect's discretion and with the consent of the CM@R's Surety, Architect may approve an Application for Payment from the withheld retainage amount but not more than one-half the estimated cost of the Work remaining to be done. Remaining retainage will be released with Final Payment after Final Completion and Acceptance of the whole Work.

## **ARTICLE 14 FINAL COMPLETION AND FINAL PAYMENT**

14.1 Upon receipt of written notice that the whole Work is ready for Final Observation and Acceptance, the Architect will promptly (14 days or less) undertake its review. The Architect will promptly (14 days or less) issue and date a Certificate of Final Completion and Acceptance, stating that to the best of the Architect's knowledge, information, and belief, on the basis of the Architect's observations, the Work has been completed in accordance with the terms and conditions of the Contract Documents, or it will advise the CM@R and the Owner in writing of any matters that prevent it from issuing such a Certificate. When any such matters have been addressed and resolved to the Architect's satisfaction, it shall thereafter promptly issue and date a Certificate of Final Completion and Acceptance as set forth above. In the Final Certificate for Payment, the Architect will state the date on which the whole Work was fully complete and acceptable, which date shall be the date of Final Completion and Acceptance.

14.2 Neither final payment to the CM@R nor any remaining retained percentage shall become due until the CM@R

submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's Property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given and acknowledged by the Owner, (3) a written statement that the CM@R knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

## **ARTICLE 15 DELAYS AND EXTENSIONS OF TIME**

15.1 If Architect's performance of this Agreement is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control and without the fault or negligence of Architect, Architect shall, within twenty-four hours of the commencement of any such delay, give to Owner written notice thereof and within seven days of commencement of the delay the anticipated impact of the delay on performance of the Work. Within seven days after the termination of any such delay, Architect shall file a written notice with Owner specifying the actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time. If Owner determines that the delay was unforeseeable, beyond the control and without the fault or negligence of Architect, Owner will determine the duration of the delay and will extend the time of performance of this Agreement accordingly.

15.2 The Architect shall provide assistance in the review of the CM@R's claims for additional time or costs and make recommendations to Owner of such claims.

## **ARTICLE 16 SUSPENSION**

### **16.1 Suspension of Performance for Owner's Benefit without Fault of Architect.**

16.1.1 Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Architect specifying when such suspension is to become effective.

16.1.2 Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner under this Article, Architect shall incur no further expense or obligations in connection with the Contract and Architect shall cease its performance. Architect shall also, at Owner's direction, suspend any of its open or outstanding subcontracts or Agreements.

16.1.3 Claim for Costs of Suspension. In the event Owner directs a suspension of performance through no fault of Architect, and provided Architect submits a proper claim as provided in this Contract, Owner shall pay Architect as full compensation for such suspension Architect's earned fees through the suspension date, plus reasonable costs actually incurred and paid, for:

- a) Demobilization and remobilization, including such costs paid to Architect's consultants;
- b) Preserving and protecting Work in place, and
- c) Storage of documents, materials or equipment acquired for the Project, including insurance thereon.

16.1.4 Resumption of Work after Suspension. If Owner lifts the suspension it shall do so in writing, and Architect shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Architect has exercised its right of termination as provided herein,

16.1.5 Termination by Architect for Prolonged Suspension of Performance. If performance of this Contract is stopped for a period of ninety (90) consecutive days at the direction of Owner pursuant to Paragraph 16.1.1 or by an order of any court or other public authority, or as a result of any act of the Government, and

provided that such suspension by Owner or public authority is through no fault of Architect or any person or entity working directly or indirectly for Architect, Architect may, upon ten (10) days' written notice to Owner, terminate performance under the Contract and recover from Owner on the terms and conditions and in the amounts provided in Paragraph 16.1.3.

16.2 Termination by Architect for Cause. If Owner shall persistently or repeatedly fail to perform any material obligation to Architect for a period of thirty (30) days after receiving written notice from Architect of its intent to terminate hereunder, Architect may terminate performance under the Contract by written notice to Owner. In such event, Architect shall be entitled to recover from Owner on the terms and conditions and in the amounts as though Owner had terminated Architect's performance under the Contract for convenience pursuant to Paragraph 16.3 below.

16.3 Termination by Owner for Convenience. Owner may, at its option, terminate for convenience any work under the Agreement in whole or, from time to time, in part, at any time by written notice to Architect. Such notice shall specify the extent to which the performance of work is terminated and the effective date of such termination.

16.3.1 Upon receipt of such notice, Architect shall immediately discontinue work on the date and to the extent specified in the notice and advise all of its consultants that all design work has been terminated;

16.3.2 Upon any such termination, Architect shall waive any claims for damages including loss of anticipated profits, on account thereof, but as the sole right and remedy of Architect, Owner shall pay in accordance with the following:

16.3.3 Submission of Termination Claim and Compensation for Termination for Convenience. When terminated for convenience, Architect shall be compensated as follows:

- a) all amounts due and not previously paid to Architect for work completed in accordance with the Agreement prior to such notice of termination, and work thereafter completed as specified in such notice, but not to exceed in the aggregate the actual costs of the portions of work completed. And
- b) Reasonable administrative costs of settling and paying claims arising out of the termination of work under Architect subcontracts or Agreements.

In no event shall Architect be entitled to recover anticipated profits or other consequential damages from Owner on account of a termination for convenience or an erroneous termination for cause, as described below. The total sum to be paid Architect under this Paragraph shall never exceed the Architect's fee based on the Construction Cost Limitation, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16.4 Termination for Default. Notwithstanding any other provision of this Agreement, Architect shall be considered in default of its contractual obligations under this Agreement if it:

- A) Performs work which fails to conform to the requirements of this Agreement;
- B) Fails to meet the Project Schedule or fails to make progress so as to endanger performance;
- C) Fails to pay any required fees;
- d) Fails to supply adequate labor, supervisory personnel or proper equipment or materials
- e) Fails to timely discharge its obligations for labor, equipment, materials, and insurance;
- f) Disobeys applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- g) Abandons or refuses to proceed with any or all work, including directed modifications;
- H) fails to fulfill any of the terms of this Agreement;
- I) fails to provide, within the time specified in the following paragraph, in response to demand by Owner in the event that an order for relief in bankruptcy is entered with respect to Architect or Architect becomes insolvent or makes a general assignment for the benefit of creditors, adequate assurance of Architect's future performance in accordance with the terms and conditions of the Agreement. Owner shall be the sole judge of the adequacy of said assurance; or
- j) The errors and omissions insurance policy should be cancelled.

16.4.1 In the occurrence of any of the foregoing, Owner shall notify Architect in writing of the nature of the default and of Owner's intention to terminate the Agreement for default. If Architect does not cure such failure within seven (7) calendar days from the receipt of notification, or sooner if safety of persons is involved, or



if Architect fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Architect's sureties, if any, terminate in whole or in part Architect's right to proceed with work by written notice and prosecute the work to completion by any other method deemed expedient

16.4.2 Architect and its sureties, if any, shall be liable for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the work as scheduled, including cost of administration of any Agreement awarded to others for completion.

16.4.3 Upon termination for default, Architect shall:

- a) Immediately discontinue work on the date and to the extent specified in the notice and place no further orders;
- b) Promptly obtain cancellation upon terms satisfactory to Owner of all consulting agreements;
- c) Cooperate with the Owner in the transfer of information and disposition of work in progress so as to mitigate damages; and
- d) Comply with other reasonable requests from Owner regarding the terminated work.

16.4.4 If, after termination pursuant to this clause, it is determined for any reason that Architect was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled Optional Termination.

16.5 Non-Waiver. Failure by Owner to insist upon strict performance of any terms or conditions of this Agreement, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to properly notify Architect, in the event of breach, or the acceptance of or payment for any goods or services hereunder, or the review of failure to review designs shall not release Architect from any of the representations or obligations of this Agreement and shall not be deemed a waiver of any right of Owner, to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder nor shall any termination of work under this Agreement by Owner operate as a waiver of any of the terms hereof.

## ARTICLE 17 OWNERSHIP AND USE OF DOCUMENTS

17.1 The Architect shall provide to the Owner originals of the following documents including but not limited to: drawings, specifications and other documents or things prepared by the Architect for the Project, in written reproducible form and electronic form (AutoCad CD) of the floor plans of the original design, signed and sealed by the Architect to be used by Owner as Owner deems necessary for the use of the project without violating any copyrights of the Architect. The Owner acknowledges, however, that all reports, plans, specifications, field data and notes and other documents, including documents on electronic media, prepared by the Architect as instruments of service shall remain the property of the Architect.

17.2 If the Contract is terminated by the Owner for any reason, at any stage of the Agreement, the Architect shall grant the Owner a limited license that allows the Owner to use the documents to complete the Project.

17.3 If the Agreement is terminated for cause by the Owner, then the Owner shall pay the Architect for work completed.

## ARTICLE 18 NON-BINDING MEDIATION

18.1 In the event of a dispute or claim between the Architect and Owner arising out of or related to this agreement, both parties agree to submit to Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights of subsequent action).

18.2 Such Non-Binding Mediation shall be with a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

18.3 Both the Architect and Owner will bind their respective Consulting Engineers, Contractors, Fabricators, and Suppliers involved in this Project to contracts which provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

## ARTICLE 19 INSURANCE AND CLAIMS NOTIFICATION

19.1 The maintenance in full force and effect of such form and amount of insurance as follows shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement.

19.2 Architect shall, promptly after execution of this Agreement and prior to working on the Project, deposit, with the Owner, Certificates of Insurance from a company with an A.M. Best Company rating of "A-" or better, and a financial classification of VII or better or a rating of Standard & Poor's Ratings Services, A Division of the McGraw-Hill Companies, Inc. of AA or better or a Moody's Investor's Service, Inc. rating of AA or better, or as otherwise approved by Owner, evidencing compliance with this Agreement, including the following requirements.

19.3 Failure to provide evidence of insurance coverage or failure to maintain coverage during the term of this Agreement, subject to waiver by Owner, shall constitute a material breach of this Agreement. Information concerning reduction of coverage shall be furnished by the Architect with reasonable promptness in accordance with the Architect's information and belief.

19.4 Coverages shall not be cancelled, allowed to expire, or non-renewed without 30 days written notice of cancellation, expiration, or non-renewal. Such notice shall be provided to the following persons via certified mail: (1) Owner's Project Manager; (2) Owner's legal counsel; and (3) Owner's Assistant President for Construction. In the event that any policy is cancelled, allowed to expire, or be non-renewed, Architect or its Consultant, shall obtain another policy with the same coverages as set forth below and all future policies shall include a prior acts date dated the same date as the Notice to Proceed with the respective phase.

19.5 All insurance policies shall apply to the acts or omissions of Architect, its officers, agents and employees, and for Architect's legal responsibility for the acts or omissions of its Consultants and anyone directly or indirectly under the control, supervision, or employ of Architect or Architect's Consultants and shall encompass site services including, but not limited to, monitoring the work as it proceeds for issuing payments and completion certificates and professional services involved in bid preparation and submission. Coverage should include failure to complete construction documents or to act on submittals in the time promised unless those losses are due to improper design.

19.6 Where applicable, Owner shall be named as an Additional Insured on the policies specified herein.

19.7 Professional Liability Insurance. Architect and all Consultants shall carry Professional Liability Insurance covering the Project in the amounts set forth below. The Professional Liability Insurance policy shall be endorsed to insure the obligation of the Architect to indemnify and hold harmless the Owner. Coverages shall be maintained as follows:

- a) The Architect shall submit proof of such insurance in the amount of not less than \$1,000,000.00 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion;
- b) The structural Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than \$1,000,000.00 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion;
- c) The mechanical/electrical Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion; and
- d) The civil Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion.

19.7.1 A project specific policy may also be obtained with the same coverages and minimum one-year tail end coverage.

19.8 Business Automobile Liability Insurance. Architect shall obtain and maintain Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles, with a combined single limit of no less than \$1,000,000.00 per accident and shall name the Owner as an Additional Insured.

19.9 Worker's Compensation Insurance. Architect shall carry Worker's Compensation insurance as required by the Workers Compensation Law of the State of Texas, as amended from time to time.

19.10 Employer's Liability Insurance. Architect shall carry Employer's Liability Insurance coverage in an amount of at least \$1,000,000.00 per accident for bodily injury per accident.

## ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 Venue. This Agreement is to be governed by the laws of the State of Texas. Venue shall be in Cameron County, Texas.

20.2 Interpretation of Agreement. The Architect, with the assistance of the Project Manager, shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance thereunder by the CM@R. The Architect, with the assistance of the Project Manager, shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the CM@R relating to the execution or progress of the Work or the interpretation of the Contract Documents. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

20.3 Hazardous Materials. It is acknowledged by the parties that the scope of services does not include any services related to the use of asbestos or hazardous or toxic materials. The Architect and Architect's Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

20.4 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

20.5 As between the Owner and Architect, the applicable statute of limitations shall commence and be applied as governed by state law.

20.6.1 For purposes of this Agreement, "Force Majeure" shall mean any of the following events: (1) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (2) contamination by radioactivity; (3) rebellion, revolution, insurrection, military or usurped power, and civil war; (4) riot, commotion or disorder, and strike, except where solely restricted to employees of persons directly engaged by the Owner or their suppliers; or (5) flood, earthquake, fire, and other acts of nature that are beyond the control of the Owner and Architect.

20.6.2 Owner and Architect shall be absolved from liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party affected thereby and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.

20.7 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

20.8 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.



20.9 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written above.

ATTEST:

(Seal)

ARCHITECT

BY: 

NAME: Raymond Gignac, AIA  
TITLE: Principal, Gignac Architects

City of South Padre Island, Texas

BY: 

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



## Summary

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

Description		Total	
General Conditions	\$	295,317	
Bonds and Insurance	\$	179,791	
Cost of Work			
Lobby - Walls and Glazing 50% Reduction in Glazing	\$	456,052	
Meeting / Admin - Glazing and Walls	\$	642,763	
Concrete Curb 1'-4" Above Finish Floor	\$	500,799	
Site Paving	\$	437,208	
Site Drainage	\$	129,972	
Site Lighting	\$	152,771	
Skylight Area	\$	450,052	
	Subtotal	\$	3,244,724
Allowance for Existing Conditions	10%	\$	324,472
Construction Manager's Contingency	15%	\$	486,709
	Subtotal	\$	4,055,905
Permit (\$7 per \$1000)		\$	29,735
Fee	4%	\$	162,236
Total		\$	4,247,877



## Summary

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

Description	Total	
General Conditions	\$	295,317
Bonds and Insurance	\$	179,791
Cost of Work		
Lobby - Walls and Glazing	\$	- No Work at the Lobby
Meeting / Admin - Glazing and Walls	\$	642,763
Concrete Curb 1'-4" Above Finish Floor	\$	500,799
Site Paving	\$	437,208
Site Drainage	\$	129,972
Site Lighting	\$	152,771
Skylight Area	\$	450,052
Subtotal	\$	2,788,672
Allowance for Existing Conditions	10% \$	278,867 To be 100% reimbursable to the City if not used
Construction Manager's Contingency	15% \$	418,301 To be 100% reimbursable to the City if not used
Subtotal	\$	3,485,840
Permit (\$7 per \$1000)	\$	25,556
Fee	4% \$	139,434
<b>Total</b>	<b>\$</b>	<b>3,650,830</b>





## Summary

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

Description	Total	
General Conditions	\$	295,317
Bonds and Insurance	\$	179,791
Cost of Work		
Lobby - Glazing Replace as is	\$	650,318
Meeting / Admin - Glazing and Walls	\$	642,763
Concrete Curb 1'-4" Above Finish Floor	\$	500,799
Site Paving	\$	437,208
Site Drainage	\$	129,972
Site Lighting	\$	152,771
Skylight Area	\$	450,052
	Subtotal \$	3,438,990
Allowance for Existing Conditions	10% \$	343,899
Construction Manager's Contingency	15% \$	515,849
	Subtotal \$	4,298,738
Permit (\$7 per \$1000)	\$	31,515
Fee	4% \$	171,950
Total		\$ 4,502,203



## Lobby - Walls and Glazing 50% Reduction in Glazing

Lobby - Walls and Glazing 50% Reduction in Glazing

Lobby - Walls and Glazing 50% Reduction in Glazing

August 20, 2014

DIV	Specificati	Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
00								
	00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS						
		Division 00, PROCUREMENT AND CONTRACTING REQUIREMENTS						
01								
		Floor Protection	3,500	sf	\$ 8.00	\$ 28,000		
		Layout and Dimensional Control	1	EA	\$ 2,500.00	\$ 2,500		
		Daily clean up	2	mo	\$ 4,500.00	\$ 9,000		
		Final clean up by Area	2	EA	\$ 2,000.00	\$ 4,000		
		Comissioning - Water Testing Window System	20	EA	\$ 500.00	\$ 10,000		
							\$ 53,500	
		Division 01, General Requirements						\$ 53,500
02								
	02 40 00	Demolition and Structure Moving						
	02 41 00	Demolition						
		Demolition of existing lights	25	ea	\$ 250.00	\$ 6,250		
		Selective demolition of steel structure Lobby	2,924	sf	\$ 2.50	\$ 7,310		
		Temporary Interior Partitions - Lobby 3 Phases	3,600	sf	\$ 2.50	\$ 9,000		
		Demo Exterior Glazing	2,924	sf	\$ 3.50	\$ 10,234		
		Demo Interior Glazing	372	sf	\$ 3.50	\$ 1,302		
		Demo Doors and Frames	8	ea	\$ 250.00	\$ 2,000		
		DEMOLITION AND STRUCTURE MOVING					\$ 36,096	
		Division 02, Demolition						\$ 36,096
03								
	03 00							
	03 30 00	CAST-IN-PLACE CONCRETE						
		Pour new curb - Lobby	340	LF	\$ 15.00	\$ 5,100		
		CAST-IN-PLACE CONCRETE					\$ 5,100	
		Division 03 Concrete						\$ 5,100
04								
	04 20 00	UNIT MASONRY						
		Concrete Unit Masonry						
		Stone Veneer Exterior	1,851	sf	\$ 22.00	\$ 40,722		
		UNIT MASONRY					\$ 40,722	
		Division 04, Masonry						\$ 40,722
06								







## Meeting / Admin - Glazing and Walls

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

DIV	Specificati	Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
00								
	00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS						
		Division 00, PROCUREMENT AND CONTRACTING REQUIREMENTS						
01								
		Building Permit	-		\$ -	\$ -		
		Floor Protection	2,500	SF	\$ 8.00	\$ 20,000		
		Layout and Dimensional Control	1	EA	\$ 4,500.00	\$ 4,500		
		Move in and out all furniture - Admin Area	7	EA	\$ 1,000.00	\$ 7,000		
		Daily clean up	2	mo	\$ 4,500.00	\$ 9,000		
		Final clean up by Area	3	EA	\$ 4,500.00	\$ 13,500		
		Comissioning - Water testing windows	41	ea	\$ 500.00	\$ 20,500		
							\$ 74,500	
		Division 01, General Requirements						\$ 74,500
02								
	02 40 00	Demolition and Structure Moving						
	02 41 00	Demolition						
		Discovery of existing areas (Concrete, Steel, Walls)	1	mo	\$ 8,500.00	\$ 8,500		
		Demolition of Ceilings - Admin Wall tie into Area	1,568	SF	\$ 2.00	\$ 3,136		
		Temporary vapor barrier on Interior Partitions - Restroom Rooms	5,265	sf	\$ 3.00	\$ 15,795		
		Demo Exterior Walls	5,265	sf	\$ 4.00	\$ 21,060		
		Demo Interior Walls (Meeting / Admin Rooms)	5,265	sf	\$ 3.00	\$ 15,795		
		Demo Ceilings ( Meeting Room Bay side Ceiling)	1,729	sf	\$ 2.00	\$ 3,458		
		Demo Doors and Frames	10	ea	\$ 150.00	\$ 1,500		
		Demo Glazing	24	ea	\$ 150.00	\$ 3,600		
		Demo Parapet Cap and temporary waterproof	398	LF	\$ 5.50	\$ 2,189		
		Demo Façade EIFs	5,265	sf	\$ 3.00	\$ 15,795		
		Demo Façade metal studs	5,265	sf	\$ 2.00	\$ 10,530		
		DEMOLITION AND STRUCTURE MOVING					\$ 101,358	
		Division 02, Demolition						\$ 101,358
06								
	06 10 00	ROUGH CARPENTRY						
		Roof Blocking, Parapet	398	lf	\$ 8.00	\$ 3,184		
		ROUGH CARPENTRY					\$ 3,184	



22	Fire Sprinkler Systems - Modifications to existing		1,568	sf	\$	2.50	\$	3,920		
	WATER-BASED FIRE-SUPPRESSION SYSTEMS							\$	3,920	
	Division 21, Fire Suppression								\$	3,920
22	22 00 00	Plumbing								
	Remove and replace plumbing penetrations		8	EA	\$	750.00	\$	6,000		
	Plumbing							\$	6,000	
23	Division 27, Plumbing								\$	6,000
	23 00 00	HVAC								
	Remove and replace duct work and HVAC as required		3,297	sf	\$	3.50	\$	11,540		
26	HVAC							\$	11,540	
	Division 27, HVAC								\$	11,540
	26 00 00	ELECTRICAL								
26	Remove and replace electrical		8,562	sf	\$	8.00	\$	68,496		
	ELECTRICAL		8,562					\$	68,496	
	Division 26, Electrical								\$	68,496
28	28 00 00	ELECTRONIC SAFETY AND SECURITY								
	Fire Alarm / Security - Remove and replace and reprogram system		10	Ea	\$	1,250.00	\$	12,500		
	ELECTRONIC SAFETY AND SECURITY							\$	12,500	
	Division 28, Electronic Safety and Security								\$	12,500
	Division 32, Exterior Improvements								\$	-
	Sub-Total Cost of Work						\$	642,763	\$	642,763





**Exterior Skin to Remain Metal Stud / EIFS  
Correct Bottom 2 feet with Concrete**

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

DIV	Specification	Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
02								
	02 40 00	<b>Demolition and Structure Moving</b>						
	02 41 00	Demolition						
		Demo Metal stud wall exterior (1'-4" AFF to brick lugs)	4,518	SF	\$ 12.00	\$ 54,216		
		Temporary shoring exterior walls - Attach metal stud track to interior and exterior wall, add thru wall metal studs, temporary support to interior finish floor and exterior grade.	753	LF	\$ 35.00	\$ 26,355		
		Temporary shoring engineering	1	LS	\$ 2,500.00	\$ 2,500		
		Floor Protection and Corrections	753	LF	\$ 20.00	\$ 15,060		
		Temporary waterproofing exterior walls (Storage, Meeting, and Exhibit Hall for exterior wall construction)	4,518	SF	\$ 7.50	\$ 33,885		
		Dumpsters	5	EA	\$ 500.00	\$ 2,500		
		DEMOLITION AND STRUCTURE MOVING					\$ 134,516	
		<b>Division 02, Demolition</b>						<b>\$ 134,516</b>
03								
	03 00 00	<b>CONCRETE</b>						
		1'-4" Cast in Place Curb	2,636	SF	\$ 45.00	\$ 118,598		
		CONCRETE					\$ 118,598	
		<b>Division 04, Masonry</b>						<b>\$ 118,598</b>
05								
	05 00 00	<b>METALS</b>						
		Metal custom track	753	LF	\$ 18.00	\$ 13,554		
		Metal Stud Clips	663	EA	\$ 45.00	\$ 29,819		
		STRUCTURAL STEEL					\$ 43,373	
		<b>Division 05, Metals</b>						<b>\$ 43,373</b>
07								
	07 10 00	<b>DAMPPROOFING AND WATERPROOFING</b>						
		Waterproofing, Dampproofing, and Joint sealants - New curb	2,636	sf	\$ 18.50	\$ 48,757		
		EIFS - New curb	2,636	sf	\$ 9.00	\$ 23,720		
		Patching of existing sheathing	1,883	sf	\$ 11.50	\$ 21,649		
		Patching and transition of existing EIFS	1,883	sf	\$ 10.50	\$ 19,766		
		DAMPPROOFING AND WATERPROOFING					\$ 113,891	<b>\$ 113,891</b>
09								
	09 20 00	<b>PLASTER AND GYPSUM BOARD</b>						

		Metal studs modifications	663	LF	\$	25.00	\$	16,566				
		PLASTER AND GYPSUM BOARD							\$	16,566		
	<b>09 90 00</b>	<b>PAINTING AND COATING</b>										
	<b>09 91 00</b>	<b>Painting</b>										
		Painting - Bottom of 8' of walls only	5,301	sf	\$	4.50	\$	23,855				
		PAINTING AND COATING							\$	23,855		
		<b>Division 09, Finishes</b>									\$	<b>40,421</b>
<b>22</b>	<b>22 00 00</b>	<b>Plumbing</b>										
		Plumbing Modifications and Adjustments	1	LS	\$	25,000.00	\$	25,000				
		Plumbing							\$	25,000		
		<b>Division 27, Plumbing</b>									\$	<b>25,000</b>
<b>26</b>	<b>26 00 00</b>	<b>ELECTRICAL</b>										
		Electrical Modifications and Adjustments	1	LS	\$	25,000.00	\$	25,000				
		ELECTRICAL							\$	25,000		
		<b>Division 26, Electrical</b>									\$	<b>25,000</b>
		<b>Sub-Total Cost of Work</b>						<b>\$ 500,799</b>	<b>\$ 500,799</b>	<b>\$ 500,799</b>	<b>\$ 500,799</b>	



## Site Paving

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

DIV	Specification	Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
00	00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS						
		Division 00, PROCUREMENT AND CONTRACTING REQUIREMENTS						
01		Clean up	2	mo	\$ 2,500.00	\$ 5,000	\$ 5,000	\$ 5,000
		Division 01, General Requirements						
02	02 40 00	Demolition and Structure Moving						
	02 41 00	Demolition						
		Demolition of existing curb	2,564	LF	\$ 8.00	\$ 20,512		
		Demolition of paving	5,840	sf	\$ 6.00	\$ 35,040		
		DEMOLITION AND STRUCTURE MOVING					\$ 55,552	
		Division 02, Demolition						\$ 55,552
03	03 00	CONCRETE						
	03 30 00	CAST-IN-PLACE CONCRETE						
		Form and pour new curb	2,564	LF	\$ 20.00	\$ 51,280		
		CAST-IN-PLACE CONCRETE					\$ 51,280	
		Division 03 Concrete						\$ 51,280
32	32 00 00	Exterior Improvements						
		Subgrade for Paving including Lime	5,840	CY	\$ 22.00	\$ 128,480		
		Concrete Paving	5,840	CY	\$ 25.00	\$ 146,000		
		Fill in behind curb - 2 feet	5,128	SF	\$ 1.50	\$ 7,692		
		Irrigation rerouting and corrections	1	LS	\$ 15,000.00	\$ 15,000		
		Landscaping - New Sod 2 feet behind curb	5,128	SF	\$ 5.50	\$ 28,204		
		Exterior Improvements					\$ 325,376	
		Division 32, Exterior Improvements						\$ 325,376
		Sub-Total Cost of Work				\$ 437,208	\$ 437,208	\$ 437,208



## Site Drainage

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

DIV	Specification	Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
00	00 00 00	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>						
		<b>Division 00, PROCUREMENT AND CONTRACTING REQUIREMENTS</b>						
01		Layout and Dimensional Control	1	ea	\$ 1,500.00	\$ 1,500		
		Final clean up by Area	1	ea	\$ 2,500.00	\$ 2,500		
							\$ 4,000	
		<b>Division 01, General Requirements</b>						\$ 4,000
02	02 40 00	<b>Demolition and Structure Moving</b>						
	02 41 00	Demolition						
		Demolition of existing concrete	300	SF	\$ 8.00	\$ 2,400		
		<b>DEMOLITION AND STRUCTURE MOVING</b>					\$ 2,400	
		<b>Division 02, Demolition</b>						\$ 2,400
03	03 00	<b>CONCRETE</b>						
	03 30 00	<b>CAST-IN-PLACE CONCRETE</b>						
		Concrete Ramp, Piping, and Curb area	309	sf	\$ 18.00	\$ 5,562		
		<b>CAST-IN-PLACE CONCRETE</b>					\$ 5,562	
		<b>Division 03 Concrete</b>						\$ 5,562
32	32 00 00	<b>Exterior Improvements</b>						
		Earthwork to create Swale	7,742	SF	\$ 4.00	\$ 30,968		
		Install Rip Rap	32	SF	\$ 25.00	\$ 800		
		Install Piping	27	SF	\$ 40.00	\$ 1,080		
		Irrigation rerouting and corrections	7,742	SF	\$ 2.50	\$ 19,355		
		Landscaping - New Sod	7,742	SF	\$ 8.50	\$ 65,807		
		<b>Exterior Improvements</b>					\$ 118,010	
		<b>Division 32, Exterior Improvements</b>						\$ 118,010
		<b>Sub-Total Cost of Work</b>				\$ 129,972	\$ 129,972	\$ 129,972





## Site Lighting

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

DIV	Specification	Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
00	00 00 00	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>						
		<b>Division 00, PROCUREMENT AND CONTRACTING REQUIREMENTS</b>						
01		Layout and Dimensional Control	21	EA	\$ 200.00	\$ 4,200		
		Erosion Control	255	EA	\$ 7.50	\$ 1,913		
		Clean up by Area	21	EA	\$ 150.00	\$ 3,150		
							\$ 9,263	
		<b>Division 01, General Requirements</b>						\$ 9,263
02	02 40 00	<b>Demolition and Structure Moving</b>						
		Correct Bolt Pattern on Existing Poles	4	EA	\$ 550.00	\$ 2,200		
		DEMOLITION AND STRUCTURE MOVING					\$ 2,200	
		<b>Division 02, Demolition</b>						\$ 2,200
03	03 00	<b>CONCRETE</b>						
	03 30 00	<b>CAST-IN-PLACE CONCRETE</b>						
		Light Pole Piers	17	EA	\$ 3,000.00	\$ 51,000		
		Grout Base Plates	21	EA	\$ 200.00	\$ 4,200		
		CAST-IN-PLACE CONCRETE					\$ 55,200	
		<b>Division 03 Concrete</b>						\$ 55,200
26	26 00 00	<b>ELECTRICAL</b>						
		Solar Powered Pole Lights	21	EA	\$ 3,500.00	\$ 73,500		
		ELECTRICAL					\$ 73,500	
		<b>Division 26, Electrical</b>						\$ 73,500
32	32 00 00	<b>Exterior Improvements</b>						
		Irrigation rerouting and corrections	21	EA	\$ 500.00	\$ 10,500		
		Landscaping - New Sod	210	SF	\$ 8.50	\$ 1,785		
		Exterior Improvements					\$ 12,285	
		<b>Division 32, Exterior Improvements</b>						\$ 12,285
		<b>Sub-Total Cost of Work</b>				\$ 152,771	\$ 152,771	\$ 152,771



## Skylight Area

South Padre Island Convention Center  
South Padre Island, Texas

August 20, 2014

DIV	Specificatio	Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
01								
	01 00 00	GENERAL REQUIREMENTS						
		Layout and Dimensional Control	1	MO	\$ 4,500.00	\$ 4,500		
		Temporary Walls	5,200	LF	\$ 6.00	\$ 31,200		
		Concrete Protection	2,500	SF	\$ 6.00	\$ 15,000		
		Roof Protection	417	LF	\$ 10.00	\$ 4,170		
		Scaffolding	2,500	SF	\$ 15.00	\$ 37,500		
		Temporary Roof above area for weather protection	1,377	SF	\$ 20.00	\$ 27,540		
							\$ 119,910	
		Division 01, General Requirements						\$ 119,910
02								
	02 40 00	Demolition and Structure Moving						
	02 41 00	Demolition						
		Demo Existing Skylight	1,377	sf	\$ 22.00	\$ 30,294		
		Demo walls to place steel in walls	1,448	ea	\$ 17.00	\$ 24,616		
		DEMOLITION AND STRUCTURE MOVING					\$ 54,910	
		Division 02, Demolition						\$ 54,910
05								
	05 00 00	METALS						
		Structural Metal Framing						
		Structural Steel - Skylight	7	tons	\$ 8,500.00	\$ 58,523		
		STRUCTURAL STEEL					\$ -	
	05 30 00	METAL DECKING						
		Steel Roof Decking - Skylight	13.77	sq	\$ 560.00	\$ 7,711		
		METAL DECKING					\$ 66,234	
		Division 05, Metals						\$ 66,234
06								
07								
	07 10 00	DAMPPROOFING AND WATERPROOFING						
	07 11 00	Dampproofing						
		Patch EIFS wall from temporary protection	3,254	SF	\$ 8.50	\$ 27,659		
		Paint EIFS wall from temporary protection	3,254	SF	\$ 5.50	\$ 17,897		

		Roof Work	1,400	SF	\$	20.00	\$	28,000				
		EIFS to Roof Flashing	205	LF	\$	25.00	\$	5,125				
		DAMPPROOFING AND WATERPROOFING							\$	78,681		
8		<b>Division 07, Thermal and Moisture Protection</b>								\$	<b>78,681</b>	
	08 43 00	<b>Storefronts</b>										
	08 43 13	Curtain Wall	575	sf	\$	110.00	\$	63,250				
		Storefronts							\$	63,250		
		<b>Division 08, Openings</b>								\$	<b>63,250</b>	
09	09 00 00	<b>FINISHES</b>										
	09 20 00	<b>PLASTER AND GYPSUM BOARD</b>										
		Metal studs modifications	1,624	sf	\$	16.00	\$	25,984				
		Drywall Float and Paint	4,791	sf	\$	4.50	\$	21,560				
		PLASTER AND GYPSUM BOARD							\$	47,544		
		<b>Division 09, Finishes</b>								\$	<b>47,544</b>	
22	22 00 00	<b>Plumbing</b>										
		Roof Drain demolition	4	EA	\$	750.00	\$	3,000				
		Plumbing							\$	3,000		
		<b>Division 26, Electrical</b>								\$	<b>3,000</b>	
26	26 00 00	<b>ELECTRICAL</b>										
		Electrical Lighting	1,377	sf	\$	12.00	\$	16,524				
		ELECTRICAL							\$	16,524		
		<b>Division 26, Electrical</b>								\$	<b>16,524</b>	
		<b>Sub-Total Cost of Work</b>						\$ 450,052	\$	450,052	\$	450,052



## Lobby - Glazing Replace as is

Lobby - Walls and Glazing 50% Reduction in Glazing

Lobby - Walls and Glazing 50% Reduction in Glazing

August 20, 2014

DIV	Specification Description	Quantity	Unit	Unit Cost	Item Total	Sub Total	Division Total
00	<b>00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS</b>						
	<b>Division 00, PROCUREMENT AND CONTRACTING REQUIREMENTS</b>						
01	Floor Protection	3,500	sf	\$ 8.00	\$ 28,000		
	Layout and Dimensional Control	1	EA	\$ 2,500.00	\$ 2,500		
	Daily clean up	2	mo	\$ 4,500.00	\$ 9,000		
	Final clean up by Area	2	EA	\$ 2,000.00	\$ 4,000		
	Comissioning - Water Testing Window System	20	EA	\$ 500.00	\$ 10,000		
	<b>Division 01, General Requirements</b>					\$ 53,500	\$ 53,500
02	<b>02 40 00 Demolition and Structure Moving</b>						
	<b>02 41 00 Demolition</b>						
	Demolition of existing lights	25	ea	\$ 250.00	\$ 6,250		
	Selective demolition of steel structure Lobby	2,924	sf	\$ 2.50	\$ 7,310		
	Temporary Interior Partitions - Lobby 3 Phases	3,600	sf	\$ 2.50	\$ 9,000		
	Demo Exterior Glazing	2,924	sf	\$ 3.50	\$ 10,234		
	Demo Interior Glazing	372	sf	\$ 3.50	\$ 1,302		
	Demo Doors and Frames	8	ea	\$ 250.00	\$ 2,000		
	<b>DEMOLITION AND STRUCTURE MOVING</b>					\$ 36,096	
	<b>Division 02, Demolition</b>						\$ 36,096
07	<b>07 10 00 DAMPPROOFING AND WATERPROOFING</b>						
	<b>07 11 00 Dampproofing</b>						
	Tying to existing EIFS	4	EA	\$ 1,250.00	\$ 5,000		
	Insulation at Deck Flutes - Lobby	340	lf	\$ 9.50	\$ 3,230		
	<b>DAMPPROOFING AND WATERPROOFING</b>					\$ 8,230	
	<b>07 80 00 CAULKING</b>						
	<b>07 81 00 Caulking</b>						
	Caulking	3,296	SF	\$ 0.35	\$ 1,154		
	<b>CAULKING</b>					\$ 1,154	
	<b>Division 07, Thermal and Moisture Protection</b>						\$ 9,384



08	10 00	<b>DOORS AND FRAMES</b>											
		Aluminum Exterior Doors	18	ea	\$	4,500.00	\$	81,000					
		Aluminum Interior Doors	6	ea	\$	2,400.00	\$	14,400					
		Automatic Door Operators	2	ea	\$	3,500.00	\$	7,000					
		Hardware Exterior Doors (Per Leaf)	18	ea	\$	1,750.00	\$	31,500					
		Hardware Interior Doors (per Leaf)	6	ea	\$	1,250.00	\$	7,500					
		DOORS AND FRAMES							\$	141,400			
	08 43 00	<b>Storefronts</b>											
	08 43 13	Curtain Wall	3,296	sf	\$	110.00	\$	362,560					
		Storefronts							\$	362,560			
		<b>Division 08, Openings</b>									\$	503,960	
09													
	09 90 00	<b>PAINTING AND COATING</b>											
	09 91 00	<b>Painting</b>											
		Painting - Steel Touchups	1,360	sf	\$	2.50	\$	3,400					
		Painting Interior	1,851	sf	\$	3.50	\$	6,479					
		PAINTING AND COATING							\$	9,879			
		<b>Division 09, Finishes</b>									\$	9,879	
26													
	26 00 00	<b>ELECTRICAL</b>											
		Electrical - Replace existing lighting	15	EA	\$	2,500.00	\$	37,500					
		ELECTRICAL	15						\$	37,500			
		<b>Division 26, Electrical</b>									\$	37,500	
		<b>Sub-Total Cost of Work</b>						\$	650,318	\$	650,318	\$	650,318

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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** Reuben Trevino, Coastal Resources Manager

**DEPARTMENT:** Coastal Resources

**ITEM**

Discussion and action on recommendation to submit memorandum to the United States Army Corps of Engineers (USACE) Texas Coastal Reconnaissance to collaborate with USACE to develop solutions that will protect private property and public infrastructure from storm damage.

**ITEM BACKGROUND**

A public workshop was held on SPI on August 13, 2014. The goal of the meeting was to gather ideas for addressing coastal storm damage risk management and ecosystem restoration on the Texas coast. The workshop was an opportunity to;

- Identify specific problems within local areas
- Generate potential options to evaluate during feasibility

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENT**

Unlike other states with private beaches and restricted public access, Texas' Open Beaches Act (the "Act") is a one-of-a-kind coastal law, which codifies the public's right to use and access the area of beach between the mean low-tide mark and the line of vegetation. The Act is a legal recognition of the public's historical use of this area. Established in 1959, Texas citizens have enjoyed free and unrestricted access to the Gulf Coast beaches.

Most notably, the Act ensures the public:

"...shall have the free and unrestricted right of ingress and egress to and from the state-owned beaches bordering on the seaward shore of the Gulf of Mexico, or if the public has acquired a right of use or easement to or over an area by prescription, dedication, or has retained a right by virtue of continuous right in the public, the public shall have the free and unrestricted right of ingress and egress to the larger area extending from the line of mean low tide to the line of vegetation bordering on the Gulf of Mexico."

South Padre Island beaches serve myriad functions. They provide a habitat for migrating birds, nesting sea turtles, and a wide variety of animal life. Along with the island's beaches, dune systems provide protection to private property and public infrastructure from storm and hurricane damage. Furthermore, beaches and their natural beauty enhance and support tourism, littoral industries, and the local economies along the coastal region. They are a public recreational resource and belong to all the people of the State. Specifically, the Act emphasizes the importance of the beaches in its Open Beaches Act (Natural Resources Code, Title 2, Chapter 61) a Texas law enacted in 1959 that still to this day protects public access to the shoreline along 367 miles of our Texas Gulf Coast.

The combined forces of wind, waves, rising sea levels, and human activity are constantly reshaping the coast, part of a dynamic coastal system. These natural forces have caused and continue to cause serious erosion problems threatening public and private property, public infrastructure and access to the beach, the regional economy, and the general health, safety, and welfare of the public. To protect against these threats, it is in the public interest of the United States Army Corps of Engineers (USACE) to explore any and all solutions that provide for the preservation and restoration of the coast.

In particular, beach preservation and beach restoration projects that replenish sand on wet and dry beaches (beach nourishment) have demonstrated to dramatically reduce the damage to property and infrastructure from storm surges and wave action during severe weather events.

Alternatives that should be considered include:

- non-structural measures (relocation, land acquisition, and buyouts etc.)
- shore protection with hard structures (seawalls, groins, and submerged breakwaters etc.)
- shore protection with soft structures (beach nourishment, vegetated dunes, and sand by-pass systems etc.)

Coincidentally, some alternatives like beach nourishment and dune construction are opportunities to not only preserve and restore, but also to protect and add natural habitats for sea turtles, shore birds, vegetation, and other coastal wildlife. Moreover, there is the twofold opportunity to preserve and augment recreational opportunities that current beach and dune systems provide such as beach access, surfing, fishing, and wildlife viewing. Preserving recreational opportunities while conserving our coast will result in benefits realized by both the environs and our local economy.

The City of South Padre Island eagerly awaits the opportunity to collaborate with the USACE to develop solutions that will protect private property and public infrastructure from storm damage. These opportunities may be realized by implementing a single alternative or a combination of alternatives, which may be structural and/or non-structural. Regardless, we appreciate this initial step in a journey towards further federal government assistance.



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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** Rachel Flores, CVB Director

**DEPARTMENT:** Convention and Visitor Bureau

**ITEM**

Discussion and action to renew interlocal agreement with Valley International Airport regarding the Airport Shuttle Service to South Padre Island and authorize the City Manager to execute renewal agreement.

**ITEM BACKGROUND**

The City of South Padre Island and Valley International Airport (VIA) entered into the original interlocal agreement for shuttle services on November 1, 2009. It has been extended every year since.

**BUDGET/FINANCIAL SUMMARY**

These expenditures (and revenues from ticket sales) are split between the VIA and the City.

The City has budgeted \$90,000 for the 2014/15 upcoming fiscal year for the operations of this shuttle service.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve one year extension.

**FOURTH AMENDMENT TO ORIGINAL INTERLOCAL AGREEMENT  
BETWEEN VALLEY INTERNATIONAL AIRPORT AND  
CITY OF SOUTH PADRE ISLAND**

This Fourth Amendment to the original Interlocal Agreement dated November 1, 2009, is entered into by and between the VALLEY INTERNATIONAL AIRPORT (AIRPORT) and CITY OF SOUTH PADRE ISLAND, TEXAS (SOUTH PADRE).

**WITNESSETH:**

WHEREAS, AIRPORT and SOUTH PADRE are parties to an Interlocal Agreement dated November 1, 2009, herein after referred to as "Original Interlocal Agreement"; and

WHEREAS, AIRPORT and SOUTH PADRE desire to amend the Original Interlocal Agreement as set forth below;

**NOW THEREFORE**, based on the foregoing, the parties agree as follows:

Agreement effective date commencing on October 1, 2014 and ending September 30, 2015.

Except as amended hereby, the terms, covenants and conditions of the Original Interlocal Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to the Interlocal Agreement as of the day and year mentioned above.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

VALLEY INTERNATIONAL AIRPORT

CITY OF SOUTH PADRE ISLAND

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

T. Michael Browning, A.A.E.  
Director of Aviation

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

William DiLibero  
City Manager

ATTEST:

ATTEST:

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

(Signature)

Celina P. Garza, CPS

(Printed Name)

Executive Assistant

(Printed Title)

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

(Signature)

(Printed Name)

(Printed Title)

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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** William A. DiLibero, City Manager

**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to enter into an agreement with HillCo Partners for Government Consulting Services for two years commencing October 1, 2014 and ending September 30, 2016 in the amount of \$144,000 plus expenses per year with \$119,000 to be paid by the City's General Fund and 25,000 to be paid by the Economic Development Corporation.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**





## **GOVERNMENTAL CONSULTING AGREEMENT**

Agreement entered into as of October 1, 2014 between the City of South Padre Island and the Economic Development Corporation of South Padre (hereinafter referred to as the "Client") and HillCo Partners (the "Consultant"), with respect to government consulting services.

In consideration of the mutual promises set forth below, the Client and the Consultant agree as follows:

- 1) **Term.** The term of this Agreement commences on October 1, 2014 and shall continue through September 30, 2016 unless terminated by either party pursuant to Paragraph 7.
- 2) **The Services.** The responsibility of the Consultant under this agreement shall be as follows:

### **LEGISLATIVE LOBBYING EFFORT**

During the legislative session we propose the following general legislative and regulatory consulting services to South Padre Island:

- Develop a political strategy based on the Client's goals and objectives;
- Work with the client on specific legislation to be sought in the 2015 Texas Legislative Session.
- Continue to confer with and advocate your position with the Governor and his staff and other executive personnel on areas of importance to the Client;
- Maintain a continuing relationship with the members and key officers and employees of the House and Senate on your behalf;
- Monitor, daily, all priority legislation introduced and administrative rules proposed;
- Provide periodic status reports on legislation and administrative actions of interest;
- Attend legislative committee hearings, daily sessions in the House and Senate, and report key information to the Client;
- Represent the Client in meetings of legislative committees, state agencies, or individual legislators, as requested;
- Conduct on-site visits to South Padre Island to educate Economic Development Corporation officials, city officials, and city staff on the legislative process and the Client's agenda;

- Attend crucial meetings with Economic Development Corporation officials, city officials, and city staff, if needed;
- Identify the most influential or effective sponsor in both houses for proposed legislation, appropriation riders and/or amendments;
- Advise on the preparation and submission of testimony before legislative committee and state agencies;
- Confer with legislative leadership on committee and subcommittee activities as appropriate;
- Work with legislators in passing, amending, or defeating legislation; and
- Provide assistance on PAC committee organization and contributions, if appropriate.

#### **SEEKING STATE FUNDING FOR CLIENT TOURISM DEVELOPMENT AND ISLAND ENHANCEMENT**

- Work with the client to identify state funding for tourism attraction to South Padre Island.
- Work with the client to identify beach enhancement funding and infrastructure improvement funding.
- Work with client to seek additional funding for enhancement of the birding center.
- Work with the General Land Office to secure beach nourishment funding and other beach enhancement funding.
- Work with local and state officials of the Texas Department of Transportation on city transportation issues.
- Work with client to identify and seek any additional funding available to the City of South Padre Island and its Economic Development Corporation.

#### **NORTH CAUSEWAY PROJECT**

The following are items that the Consultant will be involved and take action in regard to a future causeway to South Padre Island:

- Continue to monitor all significant action, in regard to the Causeway project, by governmental agencies including Texas Department of Transportation (TxDOT), Cameron County Regional Mobility Authority, and Cameron County.
- Continue to meet with key governmental officials and agency officials to communicate South Padre Island's stance on the causeway project.
- Continue to work with South Padre Island leaders to contact and lobby other cities' officials in the Valley to communicate the importance of the North Causeway location.
- Continue to prepare South Padre Island leaders for testimony in all public forums involving the Causeway project.
- Continue to plan on-site visits for state elected officials and governmental agency officials with South Padre Island officials to educate them on the benefits of the North Causeway location.

- Continue an on-going dialogue with South Padre Island leaders as to the status of efforts.
- Work with Cameron County Regional Mobility Authority on seeking funding for the Causeway project.

### **POST LEGISLATIVE LOBBYING EFFORTS**

Following the Texas 2015 Legislative Session, Consultant will continue to work on the North Causeway project and will monitor all interim legislative activity that affects the city and the EDC. Periodic consultation and reporting will be maintained during this period.

The consultant will work with South Padre Island officials on maintaining an excellent relationship with the Cameron County RMA and will monitor all actions of this body. The consultants will also continue to maintain contacts with state and local officials on matters affecting the city and the North Causeway project.

The consultant will work with city staff in the interim on projects identified in the "2015-2016 Legislative Agenda and Action Items" developed by the consultant and the City Manager.

All Services to be provided hereunder will be undertaken only as directed by the Client or staff members designated by the Client. The Consultant agrees in performing the Services to work with such individuals and third parties as the Client may designate from time to time. The Consultant will not subcontract the performance of the Services under this Agreement without the prior written consent of the Client.

The Consultant will provide copies of any written materials prepared in connection with the Services to the in-house legal staff and appropriate designee(s) and shall report to those individuals and to the Client periodically in writing.

### **3) Confidentiality.**

- (a) The Consultant will maintain at all times the confidentiality of all information received in connection with the Services performed hereunder regarding the business and activities of the Client.
- (b) The Consultant acknowledges and agrees that any materials referring to any existing or future publications or programs of the Client contain proprietary material; that such materials have been provided to the Consultant in strictest confidence, solely for the purposes of review and use in completing assignments; that no divulgence or reproduction of any such materials shall be made without the prior written permission of the Client; and that any other person who is given access to any of the foregoing materials will be put on notice, in writing, of the terms of this Agreement pertaining to confidentiality. Notwithstanding the foregoing, the Consultant may not, in the course of performing its duties

hereunder, disclose any publicly available information about the Client without prior permission and may not make oral representations about the Client.

- (c) All written materials and computer files submitted to the Consultant by the Client shall be returned to the Client by the Consultant, postage prepaid, within ten (10) days after demand by the Client.

**4) Payment.**

- (a) In full consideration of the Consultant's satisfactory performance of all Services to be rendered by the Consultant under this Agreement, the Client agrees to compensate the Consultant in the amount of Twelve Thousand Dollars (\$12,000) per month beginning October 1, 2014 and extending through the term of this Agreement.
- (b) The Client will reimburse the Consultant for reasonable travel expenses, including economy airfare, car rental, lodging and meals incurred in the course of performing the Consultant's duties hereunder. The Client will also reimburse the Consultant for certain office expenses such as postage, legislative reporting services, telephone and express mail costs incurred during the performance of the Consultant's duties not to exceed \$500 per month, except during the Legislative Session, when billing is not to exceed \$1,000. Reimbursement will be made in accordance with the Client's billing policies and based upon submission and approval of appropriate receipts or other reasonable verification of expenses incurred. These expenses will be billed to either the Economic Development Corporation or the City or both depending on the nature of the event and sponsoring entity.

- 5) Work Product.** Any recommendations, information, approaches, suggestions, concepts, ideas, and any and all contributions received from the Consultant may be used by the Client without compensation, except for that expressly hereinabove provided.

- 6) Independent Contractor.** The Consultant is an independent contractor and is not authorized to commit or obligate the Client in any manner whatsoever. This Agreement does not constitute an employer-employee relationship between the Consultant and the Client, and therefore the Consultant is not entitled to participate in or receive any employee benefits of the Client, such as, but not limited to, insurance, pension, disability, medical, etc. The Consultant recognizes the Client's right to withhold any monies due the Consultant, for tax or other purposes, should the Client be required to do so by law.

- 7) Termination.** The Client may terminate this Agreement upon thirty (30) days written notice for any reason without obligation, and the Consultant will be entitled (i) to retain all sums previously paid, (ii) to payment of all outstanding unpaid approved invoices, and (iii) to payment for services through the date that the

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Consultant receives the notice of termination upon receipt and approval in accordance with this Agreement of a statement covering such services.

- 8) **Warranty and Indemnity.** The Consultant warrants and represents that it has the full right, power and authority to enter into this Agreement and to perform legislative and executive branch governmental consulting and public relations services in the State of Texas. The Consultant will file all notices as required by law. The Consultant will indemnify and hold the Client harmless from and against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable attorney's fees, arising out of any breach of the foregoing provisions, warranties and representations.
- 9) **Cost of Expert Witnesses and Studies to Support Positions.** The Client will bear all costs of "expert witnesses" hired to make presentations to legislative and governmental bodies. The Client will also bear all costs of studies undertaken to advance the Client's positions in front of the legislative and governmental bodies. No witnesses are to be retained or studies undertaken without prior agreement of the Client.
- 10) **Miscellaneous.** The Consultant may not assign this Agreement or any of the Consultant's obligations hereunder. This Agreement will be deemed made in the state of Texas and shall be subject to and construed in accordance with the laws of the state of Texas applicable to agreements to be performed wholly therein; merges all prior representations and understandings; and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.
- 11) **Lobby Activity; Conflict of Interest.**
- (a) The Texas ethics law and rules adopted by the Texas Ethics Commission require the Consultant to report compensation or reimbursement paid to Consultant for the purpose of directly communicating with members of the legislative or executive branch. Texas Ethics Commission Rules provide that a registrant receiving compensation or reimbursement for purposes other than lobby activities may reasonably determine the amount of compensation attributable to lobby activities and report only that amount. The rules define lobby activity as "Direct communication with one or more members of Texas legislative or executive branch to influence legislation or administrative action and activities in preparing for such direct communication." The statutory term "lobby activity" does not include, for example, the following activities performed on the Client's behalf:
- Any effort to influence purchasing decisions by a state agency
  - Daily monitoring of legislation and/or executive actions

- Communication with the Client on many strategic subjects
  - Preparation and delivery of status reports, newsletters, and other items of interest
  - Giving sworn testimony before executive or legislative bodies
  - Legal consultation, briefings and documentation
  - Analysis of political races and fundraising efforts on behalf of PACs and/or individual candidates
  - Attending and preparing for board meetings
  - Negotiation sessions
  - Arranging of meetings with various state officials to brief them on areas of interest to the Client
  - Any other action taken which is not designed specifically to influence legislative or executive action.
- (b) The Consultant will allocate on a reasonable basis, as allowed by the rules, the amount of the retainer paid to the Consultant that is being paid for "lobby activities". Based upon Consultant's experience representing other clients, the Consultant believes 40 percent would be a reasonable estimate of the monthly retainer attributable to "lobby activities." It is understood and agreed that the Consultant's activities will be monitored from time to time so that any change in the amount of time spent on lobby activities as defined by the rules of the Texas Ethics Commission will be detected.
- (c) Attached to this Agreement is a list of clients for which the Consultant engages in lobby activities. The parties acknowledge that the law provides that a registrant may represent multiple clients with the client's consent after full disclosure of the possible effects of that representation on the registrant's professional judgment. The consultant confirms that it has disclosed to the Client such information as is necessary for the client to agree and consent to the representation of all the clients on the attached list, and the Client confirms that it so agrees and consents.

Should any other services relating to the general area of public relations become necessary or warranted such as event management for conventions, openings, meetings and seminars or development of interactive media for presentations or other communications, a separate budget for these services may be negotiated by the parties hereto.

EXECUTED as of the date first set forth above.

HILLCO PARTNERS

By: \_\_\_\_\_  
R. Clint Smith

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

By: \_\_\_\_\_  
Neal. T. "Buddy" Jones, Jr.

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

SOUTH PADRE ISLAND

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

Title: \_\_\_\_\_

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

ECONOMIC DEVELOPMENT  
CORPORATION OF SOUTH PADRE  
ISLAND

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

Title: \_\_\_\_\_

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

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

**MEETING DATE:** September 17, 2014

**NAME & TITLE:** William A. DiLibero, City Manager

**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to move forward in pursuing lease agreements with owners interested in leasing unimproved lots to allow for additional truck and boat parking on South Padre Island.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

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

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

Approved by Legal:

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

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

Comments:

**RECOMMENDATIONS/COMMENTS**



# **EZELL & EZELL, P.L.L.C.**

MICHAEL R. EZELL\*  
JULIE EZELL  
ATTORNEYS AT LAW  
312 EAST VAN BUREN  
HARLINGEN, TEXAS 78550

\* BOARD CERTIFIED  
RESIDENTIAL REAL STATE LAW  
COMMERCIAL REAL ESTATE LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

TELEPHONE: (956) 425-2000  
FACSIMILE: (956) 421-4258  
mikerezell@yahoo.com  
juliannezell@yahoo.com

August 28, 2014

Mr. William A. DiLibero  
City Manager  
**South Padre Island**  
4601 Padre Boulevard  
South Padre Island, TX 78597

via email: [WDiLibero@MySPI.org](mailto:WDiLibero@MySPI.org)  
and 1<sup>st</sup> Class Mail

**RE: Painter Family Properties, Ltd.**

Dear Mr. DiLibero:

I am responding to your letter of August 5, 2014, addressed to Painter Family Properties, Ltd. regarding six (6) lots on Polaris Drive. My client is interested in pursuing a lease arrangement with the City for the purposes set out in your letter.

This letter is written to request that you specify the rent and duration of lease which the City proposes. The lease which my client would be interested in would be a triple net lease so that the taxes and insurance would be paid for by the tenant with my client being an additional insured as well as maintenance of any improvements that were placed on the property. Also it would be understood that any improvements placed on the property would pass to the landlord at the expiration of the lease.

If the City would like to make a proposal within those parameters, my client would be happy to entertain the same. I look forward to hearing from you.

Yours truly,



Michael R. Ezell

MRE/edlt  
painter family properties ltr to spi.wpd

cc: Painter Family Properties, Ltd.

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