

**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, JANUARY 16, 2019

5:30 P.M. AT THE MUNICIPAL BUILDING,

CITY COUNCIL CHAMBERS, 2ND FLOOR

4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to order
2. Pledge of Allegiance
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. Presentations and Proclamations:
5. Approve Consent Agenda:
 - a. Approve minutes of December 17, 2018 workshop and December 19, 2018 regular meeting. (S. Hill)
 - b. Approve invoices for payment. (Gimenez)
 - c. Approve Resolution No. 2019-01 authorizing certain persons to sign checks and other necessary transactions for same. (Gimenez)
 - d. Approve a payment plan request of Hotel Occupancy Tax including penalties and applicable interest in the amount of \$72,194.39 due from Coastal Lifestyles. (Gimenez)
 - e. Approve a budget amendment in the amount of \$254,217 for equipment/services approved to be purchased with General Fund excess reserves during the budget process. (Gimenez)
 - f. Approve a budget amendment in the amount of \$40,000 for professional services and expenses associated with the City Manager recruitment process. (Stahl)
 - g. Approve a budget amendment in the amount of \$5,000 to accept a donation from the Tony Hawk Foundation to assist in the construction of the proposed skate park as part of Phase II of the Tompkins Park project. (Cross)
 - h. Approve designating the Polar Bear Crossing sign formerly located at Amberjack Street and Gulf Boulevard as unneeded surplus property. (Guthrie)
 - i. Approve Resolutions No. 2019-02 revising Resolution No. 2018-35 to include members from the tourism, hospitality and events industry for the newly created Special Events Committee. (Ricco)
 - j. Approve second and final reading of Ordinance No. 18-28 providing for a Specific Use Permit for the outdoor amusement at Padre Island unsubdivided abst

260 (Ling Street); referring to the Specific Use Permit by making a reference in the Zoning Map of the City. (Cross)

6. Authorize the Polar Bear Crossing sign to be awarded to Blain McCulloch who first organized the annual Polar Bear Club dip on January 1st of each year in recognition of his work to establish this annual event on South Padre Island. (Guthrie)
7. Discussion and action on the Dune Demonstration Garden project. (B. Hill)
8. Discussion and action on the paid parking initiative, including possibly rejecting all bids received for the Paid Parking Program and to authorize an Interlocal agreement with the City of Galveston for a third-party parking vendor and support technology services. (B. Hill)
9. PUBLIC HEARING: to discuss a Special Development Plan in accordance to Section 20-8.1 "Appendix Z" 3.24 of the Zoning Ordinance for the approval of a unique architectural design of a proposed development within the Padre Boulevard North District (6401 Padre Boulevard). (Cross)
10. Discussion and action regarding a Special Development Plan in accordance to Section 20-8.1 "Appendix Z" 3.24 of the Zoning Ordinance for the approval of a unique architectural design of a proposed development within the Padre Boulevard North District (6401 Padre Boulevard). (Cross)
11. PUBLIC HEARING: to discuss a text amendment to Chapter 20-11(D) of the Zoning Ordinance to regulate the construction and operation of temporary structures within 150 feet of Padre Boulevard. (Cross)
12. Discussion and action to approve the first reading of Ordinance No. 19-01 amending Chapter 20 (Zoning), Section 10-11(D) to regulate the construction and operation of temporary structures within 150 feet of Padre Boulevard. (Cross)
13. Discussion and action to approve the first reading of Ordinance No. 19-02 establishing a One-Way Street on East Sunset temporarily for the month of March 2019. (Jones)
14. Discussion and possible action to approve Change Order #6 for the PR 100 (Padre Boulevard) Improvements. (Sanchez)
15. Discussion and action to award the bid for the lease/purchase of portable toilets and associated maintenance services. (B. Hill)
16. Discussion and action to award the contract for the City Hall and Community Center Site Repairs to the low bidder, Willis Development, L.L.C. and approve Change Order No. 1. (Sanchez)
17. Discussion and action to approve Resolution No. 2019-03 to urge State Senator Eddie Lucio, Jr. and State Representative-Elect Alex Dominguez to sponsor HB 514 that State

Representative Gina Hinojosa has filed that would restore the ability of local governments to pass single-use bag ordinances. (Guthrie)

18. Discussion and action to either reschedule or cancel the March 20, 2019 and July 3, 2019 regular City Council meetings due to Spring Break and Fourth of July holiday. (Stahl)
19. **CLOSED EXECUTIVE SESSION:** Pursuant to Texas Gov't code, Section 551.087, Deliberation Regarding Economic Development, to discuss:
 - a. Economic development venture associated with cruise lines.
20. Discussion and possible action regarding economic development venture associated with cruise lines.
21. Adjourn.

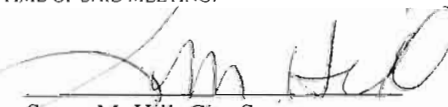
WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA, PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS ABOUT SECURITY DEVICES; AND/OR 551.087, DISCUSS (1) COMMERCIAL OR FINANCIAL INFORMATION RECEIVED FROM A BUSINESS PROSPECT WITH WHICH THE CITY IS CONDUCTING NEGOTIATIONS, OR (2) FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROJECT.

DATED THIS THE 11TH DAY OF JANUARY 2019


Susan M. Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **JANUARY 11, 2019**, AT/OR BEFORE 5:30 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.




-- Susan M. Hill, City Secretary

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, DAVID TRAVIS: ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-8103.

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

MEETING DATE: January 16, 2019

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 December 17, 2018 workshop and December 19, 2018 regular meeting. (S. Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve Resolution No. 2019-01 authorizing certain persons to sign checks and other necessary transactions for same. (Gimenez)
- d. Approve a payment plan request of Hotel Occupancy Tax including penalties and applicable interest in the amount of \$72,194.39 due from Coastal Lifestyles. (Gimenez)
- e. Approve a budget amendment in the amount of \$254,217 for equipment/services approved to be purchased with General Fund excess reserves during the budget process. (Gimenez)
- f. Approve a budget amendment in the amount of \$40,000 for professional services and expenses associated with the City Manager recruitment process. (Stahl)
- g. Approve a budget amendment in the amount of \$5,000 to accept a donation from the Tony Hawk Foundation to assist in the construction of the proposed skate park as part of Phase II of the Tompkins Park project. (Cross)
- h. Approve designating the Polar Bear Crossing sign formerly located at Amberjack Street and Gulf Boulevard as unneeded surplus property and authorize removal. (Guthrie)
- i. Authorize the Polar Bear Crossing sign to be awarded to Blain McCulloch who first organized the annual Polar Bear Club dip on January 1 of each year. (Guthrie)
- j. Approve second and final reading of Ordinance No. 18-28 providing for a Specific Use Permit for the outdoor amusement at Padre Island unsubdivided abt 260 (Ling Street); referring to the Specific Use Permit by making a reference in the Zoning Map of the City. (Cross)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda.

5-1

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

MEETING DATE: January 16, 2019

NAME & TITLE: Susan Hill, City Secretary

DEPARTMENT: City Manager's Office

ITEM

Approve the minutes of December 17, 2018 workshop and December 19, 2018 regular meeting.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: X

Approved by Legal: YES: _____ NO: X

Comments:

RECOMMENDATIONS/COMMENTS

Approve Minutes

MINUTES
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL WORKSHOP

MONDAY, DECEMBER 17, 2018

8:30 A.M. AT THE CONVENTION CENTRE
7355 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

I. CALL TO ORDER.

The City Council Members of the City of South Padre Island, Texas held a Workshop on Monday, December 17, 2018 at the Convention Centre, 7355 Padre Boulevard, South Padre Island, Texas. Mayor Stahl called the meeting to order at 8:30 a.m. A full quorum was present: Mayor Dennis Stahl, Council Members Ken Medders, Jr., Kerry Schwartz, Joe Ricco, Alita Bagley and Eva-Jean Dalton.

City staff members present were City Manager Susan Guthrie, Assistant City Manager Darla Jones and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE.

Mayor Stahl led the Pledge of Allegiance.

III. TEXAS PLEDGE.

Mayor Stahl led the Texas Pledge.

IV. TEXAS OPEN MEETINGS ACT (TOMA) AND TEXAS PUBLIC INFORMATION ACT (TPIA) TRAINING – COUNCIL MAY HOLD CLOSED SESSION PURSUANT TO 551.071(2) OF THE TEXAS GOVERNMENT CODE TO CONSULT WITH CITY ATTORNEY TO RECEIVE LEGAL ADVICE ON POTENTIAL LIABILITY ISSUES RELATED TO THE TEXAS OPEN MEETINGS ACT AND TEXAS PUBLIC INFORMATION ACT.

At 8:35 a.m., Mayor Stahl made a motion to go into Executive Session. Motion carried unanimously.

At 9:45 a.m., the City Council reconvened into open session.

V. CLOSED EXECUTIVE SESSION PURSUANT TO 551.087 OF THE TEXAS GOVERNMENT CODE DELIBERATION REGARDING ECONOMIC DEVELOPMENT, TO DISCUSS:

A. ECONOMIC DEVELOPMENT VENTURE ASSOCIATED WITH CRUISE LINES.

At 9:55 a.m., Mayor Stahl made a motion to go into Executive Session. Motion carried unanimously.

At 10:30 p.m., the City Council reconvened into open session.

VI. REVIEW PROJECT LIST AND DISCUSS MEETINGS WITH CITY MANAGER.

City Manager Susan Guthrie reviewed the project list.

VII. REVIEW AND DISCUSS EXCESS RESERVES.

Chief Financial Officer Rodrigo Gimenez was present to review and discuss excess reserves.

VIII. REVIEW AND DISCUSS THE FACILITY PREVENTATIVE MAINTENANCE AND FLEET DMAICS.

City Manager Susan Guthrie reviewed the Facility Preventive Maintenance and Fleet Maintenance schedules.

IX. REVIEW AND DISCUSS VISITOR CENTER AND CVB MARKETING DMAICS.

A review over determining the best use of the Visitor Center was presented along with the CVB Marketing DMAIC.

X. REVIEW AND DISCUSS AIRLIFT UPDATE AND CURRENT POLICY.

Interim CVB Director Michael Flores and Group Business Development Director Gene Rios were present to discuss the Airlift update and policy.

XI. REVIEW AND DISCUSS VENUE TAX STRATEGY AND RELATED PROJECTS (WINDSPORTING, SIDEWALKS, MEDIANS AND CONVENTION CENTRE).

City Manager Susan Guthrie reviewed the history of the venue tax and the venue tax projects that was passed by registered voters in 2016 and summarized the current focus and negotiations to tie in all related projects.

XII. REVIEW AND DISCUSS PREVIOUSLY APPROVED LEGISLATIVE AGENDA.

The Legislative agenda was briefly reviewed at this time.

XIII. OVERVIEW AND DISTRIBUTION OF SHORELINE PLANS AND POLICIES.

Notebooks with Shoreline related policies, plans and information was distributed at this time. It was suggested that in order to save time at this workshop, to hold a workshop solely on Shoreline issues.

XIV. REVIEW AND DISCUSS EMPLOYEE COMPENSATION PLAN UPDATE.

A brief overview was given on the Employee Compensation Plan which will formally be presented to City Council in January/February 2019.

XV. REVIEW AND DISCUSS SPRING BREAK DEBRIEFS AND PLANNING PROCESS.

City Manager Susan Guthrie stated that the Spring Break planning process is already underway and gave an overview of last year's process/progress.

XVI. ADJOURN.

There being no further discussion, Mayor Stahl adjourned the meeting at 3:18 p.m.

Susan M. Hill, City Secretary

APPROVED

Dennis Stahl, Mayor

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

WEDNESDAY, DECEMBER 19, 2018

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, December 19, 2018 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Stahl called the meeting to order at 5:30 p.m. A full quorum was present: Mayor Dennis Stahl, Council Members Ken Medders, Jr., Kerry Schwartz, Joe Ricco, Alita Bagley and Eva-Jean Dalton.

City staff members present were City Manager Susan Guthrie, Assistant City Manager Darla Jones, Police Chief Randy Smith, Chief Financial Officer Rodrigo Gimenez, Public Works Director Alex Sanchez, Fire Chief Doug Fowler, Environmental Health Director Victor Baldovinos, Shoreline Management Director Brandon Hill, Planning Director Clifford Cross, Interim CVB Director Michael Flores, Assistant Public Works Director Jon Wilson, Information Technology Director Mark Shellard, Public Information Officer Angelique Soto and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Mayor Stahl led the Pledge of Allegiance and Texas Pledge.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS

Public comments and announcements were given at this time.

IV. PRESENTATIONS AND PROCLAMATIONS:

- a. **PRESENTATION: DECEMBER BIRD OF THE MONTH**
- b. **PRESENTATION: INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE CERTIFICATE OF RECOGNITION TO THE SOUTH PADRE ISLAND POLICE DEPARTMENT FOR LEADERSHIP IN HOMELAND SECURITY**
- c. **PRESENTATION: RECOGNITION OF CHRISTMAS PARADE COMMITTEE MEMBERS**

V. APPROVE CONSENT AGENDA:

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

- a. **APPROVE MINUTES OF DECEMBER 5, 2018 CITY COUNCIL MEETING. (S. HILL)**

b. APPROVE INVOICES FOR PAYMENT. (GIMENEZ)

Invoices approved for payment were paid by General Fund checks numbered 143088 through 143263 and EFT payments totaling \$1,096, 786.87.

c. APPROVE A BUDGET AMENDMENT TO ACCEPT AND ALLOCATE GRANT FUNDS FOR TRAINING IN THE AMOUNT OF \$750. (FOWLER)

d. APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$45,000 FOR PROFESSIONAL FEES ASSOCIATED WITH THE EXECUTIVE SEARCH OF A CVB DIRECTOR. (GUTHRIE)

e. APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 18-27 AMENDING THE 2018-2019 OPERATING BUDGET TO INCORPORATE PRIOR BUDGET AMENDMENTS/MODIFICATIONS FOR THE MONTH OF NOVEMBER 2018. (GIMENEZ)

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 18-27, 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 POSSIBLE ACTION TO APPROVE THE ECONOMIC DEVELOPMENT CORPORATION (EDC) PROCEEDING WITH THE DEVELOPMENT OF AN ARTS BUSINESS INCUBATOR. (LAPEYRE)

Council Member Bagley made a motion to approve and authorize the Economic Development Corporation to proceed with the development of an Arts Business Incubator Initiative as presented by JoAnn Evans. Motion was seconded by Council Member Ricco, which passed on a unanimous vote.

VII. DISCUSSION AND POSSIBLE ACTION TO APPROVE AN ECONOMIC DEVELOPMENT CORPORATION (EDC) EXPENDITURE TO HIRE CONSULTECON TO PREPARE A BUSINESS PLAN FOR A SOUTH PADRE ISLAND NATURE ATTRACTION ON THE EDC'S PROPERTY IN FRONT OF THE BIRDING & NATURE CENTER. (LAPEYRE)

Council Member Ricco made a motion, seconded by Council Member Dalton to table this item until January in order for the new EDC Board members to review. Motion carried on a 5 to 0 vote with Council Member Bagley abstaining from the vote.

VIII. DISCUSSION AND ACTION TO APPROVE THE LICENSE AGREEMENT WITH SOUTH PADRE ISLAND REDEVELOPMENT COMPANY TO TEMPORARILY CLOSE A 7,500 SQUARE FOOT PORTION OF LING STREET TO ACCOMMODATE THE INSTALLATION AND OPERATION OF THEIR PROPOSED FERRIS WHEEL PROJECT. (CROSS)

After some discussion regarding new changes to the license agreement, Mayor Stahl made a motion at 6:53 p.m., seconded by Council Member Bagley to go into Closed Executive Session pursuant to Texas Government Code, Section 551.071, Consultation with Attorney to discuss proposed changes by South Padre Island Redevelopment Company regarding the license agreement. Motion carried on a 5 to 0 vote with Council Member Ricco abstaining from the vote and discussion. At 7:25 p.m., the City Council reconvened into open session.

Council Member Dalton made a motion to authorize the City Manager to sign the version of the license agreement that was presented to City Council this afternoon with a 10 year duration. Motion was seconded by Council Member Medders, which passed on a 5 to 0 vote with Council Member Ricco abstaining from the vote.

IX. PUBLIC HEARING: TO DISCUSS A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF AN "OUTDOOR AMUSEMENT AMENITY" (FERRIS WHEEL) WITHIN A CLOSED 7,500 SQUARE FOOT PORTION OF WEST LING STREET. (CROSS)

At 7:28 p.m., Mayor Stahl opened the Public Hearing.

Proponents: None

Opponents: None

Mayor Stahl closed the Public Hearing at 7:29 p.m.

X. DISCUSSION AND ACTION TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF AN "OUTDOOR AMUSEMENT AMENITY" (FERRIS WHEEL) WITHIN A CLOSED 7,500 SQUARE FOOT PORTION OF WEST LING STREET. (CROSS)

After presentation of request, Council Member Bagley made a motion to amend the Specific Use Permit/Ordinance to add that equipment must be kept in good aesthetic condition. Motion died for lack of motion.

Council Member Schwartz made a motion, seconded by Council Member Dalton to approve the Specific Use Permit and first reading of Ordinance No. 18-28 for the operation of an "outdoor amusement amenity" (Ferris Wheel) within a closed 7,500 square foot portion of West Ling Street. Motion carried on a 5 to 0 with Council Member Ricco abstaining from the vote.

XI. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2018-35 CREATING A SPECIAL EVENTS COMMITTEE FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS TO THE CONVENTION AND VISITORS ADVISORY BOARD ON SPECIAL EVENTS THAT WILL PROMOTE TOURISM TO SOUTH PADRE ISLAND. (RICCO)

Council Member Ricco made a motion to approve Resolution No. 2018-35 creating a Special Events Committee to provide recommendations to the Convention and Visitors

Advisory Board regarding special events and to appoint one staff member of the Convention and Visitor's Bureau to serve as a non-voting member/liaison. Motion was seconded by Council Member Schwartz, which carried unanimously.

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2018-35, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

XII. DISCUSSION AND POSSIBLE ACTION REGARDING VENUE TAX PROJECTS AND CONVENTION CENTRE MEETING SPACE EXPANSION. (RICCO)

Council Member Ricco made a motion, seconded by Council Member Schwartz to direct staff to further explore the cost of expansion and options regarding the Convention Centre. Motion passed on a unanimous vote.

XIII. DISCUSSION AND POSSIBLE ACTION REGARDING MAINTENANCE AND CONSTRUCTION ON UTILITY EASEMENTS. (DALTON)

Discussion was held, no action taken.

XIV. DISCUSSION AND POSSIBLE ACTION ON PROPOSED CHANGES TO THE SIDEWALK LANDSCAPING PROJECT AND FUNDING NEEDS TO IMPLEMENT. (SANCHEZ)

Discussion was held, no action taken.

XV. DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE FIRE DEPARTMENT AND TANGO TANGO THAT WILL ENABLE IMPROVED MONITORING AND COMMUNICATION OF THE SPI FIRE CHANNEL NO. 1. (FOWLER)

This item was pulled.

XVI. DISCUSSION AND ACTION RELATED TO RESOLUTION NO. 2018-36 EXPRESSING THE NEED TO EXPAND THE SCOPE OF STUDY AND PLAN EXPRESSED IN THE U.S. ARMY CORPS OF ENGINEERS COASTAL TEXAS PROTECTION AND RESTORATION FEASIBILITY STUDY. (B. HILL)

Council Member Bagley made a motion to table this item. Motion was seconded by Mayor Stahl, which passed unanimously.

XVII. ADJOURN.

There being no further business, Mayor Stahl adjourned the meeting at 9:09 p.m.

Susan M. Hill, City Secretary

APPROVED

Dennis Stahl, Mayor

DRAFT

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

MEETING DATE: January 16, 2019

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance Department

ITEM

Approve invoices for payment by General Fund checks numbered 143264 through 143436 and EFT payments totaling \$1,299,035.26.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Approve payments.

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001017	AIR EVAC LIFETEAM	I-122118	01 2488	AIR EVAC LIFE: DEC 2018 EMPLOYEE CO	143283		183.00
						VENDOR 01-001017 TOTALS	183.00
01-002434	CINDY BOUDLOCHE	I-DWE201812206370	01 2469	DEBTORS WAGE : CASE NO 16-10432	143287		1,513.02
01-002434	CINDY BOUDLOCHE	I-DWE201901076375	01 2469	DEBTORS WAGE : CASE NO 16-10432	143378		1,513.02
						VENDOR 01-002434 TOTALS	3,026.04
01-003185	OFFICE OF THE ATTY GEN	I-C10201812206370	01 2473	CHILD SUPPORT: A/N 2004094864B	000345		364.15
01-003185	OFFICE OF THE ATTY GEN	I-C10201901076375	01 2473	CHILD SUPPORT: A/N 2004094864B	000346		364.15
01-003185	OFFICE OF THE ATTY GEN	I-C13201812206370	01 2473	CHILD SUPPORT: A/N 0013262861	000345		182.31
01-003185	OFFICE OF THE ATTY GEN	I-C13201901076375	01 2473	CHILD SUPPORT: A/N 0013262861	000346		182.31
01-003185	OFFICE OF THE ATTY GEN	I-C1C201812206370	01 2473	CHILD SUPPORT: ORDER NO 2015-DCL-56	000345		339.23
01-003185	OFFICE OF THE ATTY GEN	I-C1C201901076375	01 2473	CHILD SUPPORT: ORDER NO 2015-DCL-56	000346		339.23
01-003185	OFFICE OF THE ATTY GEN	I-C1L201812206370	01 2473	CHILD SUPPORT: ORDER NO 2005063139E	000345		121.38
01-003185	OFFICE OF THE ATTY GEN	I-C1L201901076375	01 2473	CHILD SUPPORT: ORDER NO 2005063139E	000346		121.38
01-003185	OFFICE OF THE ATTY GEN	I-C1Q201812206370	01 2473	CHILD SUPPORT: CS 2014-DCL-08362	000345		191.54
01-003185	OFFICE OF THE ATTY GEN	I-C1Q201901076375	01 2473	CHILD SUPPORT: CS 2014-DCL-08362	000346		191.54
01-003185	OFFICE OF THE ATTY GEN	I-C1R201812206370	01 2473	CHILD SUPPORT: ORDER NO 08-1471	000345		429.23
01-003185	OFFICE OF THE ATTY GEN	I-C1R201901076375	01 2473	CHILD SUPPORT: ORDER NO 08-1471	000346		429.23
01-003185	OFFICE OF THE ATTY GEN	I-C21201812206370	01 2473	CHILD SUPPORT: A/N 0011549506	000345		369.23
01-003185	OFFICE OF THE ATTY GEN	I-C21201901076375	01 2473	CHILD SUPPORT: A/N 0011549506	000346		369.23
01-003185	OFFICE OF THE ATTY GEN	I-C24201812206370	01 2473	CHILD SUPPORT: A/N 0011488748	000345		293.89
01-003185	OFFICE OF THE ATTY GEN	I-C24201901076375	01 2473	CHILD SUPPORT: A/N 0011488748	000346		293.89
01-003185	OFFICE OF THE ATTY GEN	I-C2F201812206370	01 2473	CHILD SUPPORT: ORDER ID 2012-DCL-44	000345		400.15
01-003185	OFFICE OF THE ATTY GEN	I-C2F201901076375	01 2473	CHILD SUPPORT: ORDER ID 2012-DCL-44	000346		400.15
01-003185	OFFICE OF THE ATTY GEN	I-C2V201812206370	01 2473	CHILD SUPPORT: ORDER NO 2016-DCL-01	000345		242.77
01-003185	OFFICE OF THE ATTY GEN	I-C2V201901076375	01 2473	CHILD SUPPORT: ORDER NO 2016-DCL-01	000346		242.77
01-003185	OFFICE OF THE ATTY GEN	I-C51201812206370	01 2473	CHILD SUPPORT: A/N 0012375322	000345		294.33
01-003185	OFFICE OF THE ATTY GEN	I-C51201901076375	01 2473	CHILD SUPPORT: A/N 0012375322	000346		294.33
01-003185	OFFICE OF THE ATTY GEN	I-C67201812206370	01 2473	CHILD SUPPORT: ORDER NO 2012-DCL-00	000345		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C67201901076375	01 2473	CHILD SUPPORT: ORDER NO 2012-DCL-00	000346		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201812206370	01 2473	CHILD SUPPORT: A/N 0010353126	000345		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C77201901076375	01 2473	CHILD SUPPORT: A/N 0010353126	000346		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201812206370	01 2473	CHILD SUPPORT: ORDER #2012-DCL-0866	000345		348.92
01-003185	OFFICE OF THE ATTY GEN	I-C82201901076375	01 2473	CHILD SUPPORT: ORDER #2012-DCL-0866	000346		410.77
01-003185	OFFICE OF THE ATTY GEN	I-C91201812206370	01 2473	CHILD SUPPORT: AG 0012920905	000345		296.77
01-003185	OFFICE OF THE ATTY GEN	I-C91201901076375	01 2473	CHILD SUPPORT: AG 0012920905	000346		296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201812206370	01 2473	CHILD SUPPORT: ORDER # 99125207D	000345		101.54
01-003185	OFFICE OF THE ATTY GEN	I-C93201901076375	01 2473	CHILD SUPPORT: ORDER # 99125207D	000346		101.54
01-003185	OFFICE OF THE ATTY GEN	I-C95201812206370	01 2473	CHILD SUPPORT: CASE #0013025749	000345		420.00
01-003185	OFFICE OF THE ATTY GEN	I-C95201901076375	01 2473	CHILD SUPPORT: CASE #0013025749	000346		420.00
						VENDOR 01-003185 TOTALS	9,473.95

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 2

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003444	CITIBANK	I-120318	01 2489	PURCHASING CA:	NOV 2018 P CARD PURC 143264		62,614.45
VENDOR 01-003444 TOTALS							62,614.45
01-004044	HILDA DELGADO	I-121318	01 2492	SPIRIT COMMIT:	CHRISTMAS CASH GIVEA 143265		250.00
VENDOR 01-004044 TOTALS							250.00
01-006133	DEARBORN NATIONAL	I-122118	01 2465	VTL LIFE INSU:	EMPLOYEE PREMIUMS, V 143297		60.34
01-006133	DEARBORN NATIONAL	I-122118	01 48042	MISCELLANEOUS:	EMPLOYEE PREMIUMS, V 143297		0.01
VENDOR 01-006133 TOTALS							60.33
01-006163	AMERICAN GENERAL LIFE	I-122118	01 2485	AMERICAN GENE:	EMPLOYEE SALARY ALLO 143298		307.92
VENDOR 01-006163 TOTALS							307.92
01-007001	ANA GARZA	I-C04201812206370	01 2473	CHILD SUPPORT:	A/N 2003-03-1480-B 143301		194.88
01-007001	ANA GARZA	I-C04201901076375	01 2473	CHILD SUPPORT:	A/N 2003-03-1480-B 143394		194.88
VENDOR 01-007001 TOTALS							389.76
01-019222	S.P.I. FIREFIGHTERS AS	I-010819	01 2472	FIREFIGHTERS :	ASSC. DUES JAN 9, 20 143415		393.00
01-019222	S.P.I. FIREFIGHTERS AS	I-122018	01 2472	FIREFIGHTERS :	ASSOC. DUES 12/21/18 143329		393.00
VENDOR 01-019222 TOTALS							786.00
01-019327	SOUTH PADRE ISLAND PRO	I-010819	01 2487	POLICE DEPT A:	ASSC. DUES JAN 9, 2 000066		75.00
01-019327	SOUTH PADRE ISLAND PRO	I-122118	01 2487	POLICE DEPT A:	ASSC. DUES 12/21/18 000041		75.00
01-019327	SOUTH PADRE ISLAND PRO	I-122118-1	01 2487	POLICE DEPT A:	ASSC. DUES 12/21/18 000041		15.00
VENDOR 01-019327 TOTALS							165.00
01-020057	TML MULTISTATE IEBP	I-010319	01 2464	TRANSAMERICA :	JAN 2019 MECICAL PRE 000057		15,753.40
01-020057	TML MULTISTATE IEBP	I-010319	01 2484	VISION :	JAN 2019 MECICAL PRE 000057		526.50
VENDOR 01-020057 TOTALS							16,279.90

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-010219	01 2470	T.M.R.S.	DEC 2018 CITY CONTRI	000058	55,589.74
VENDOR 01-020100 TOTALS							55,589.74
01-020700	TRANSAMERICA WORKSITE	I-010219	01 2464	TRANSAMERICA	DEC 2018 EMPLOYEE PR	143373	15.18
01-020700	TRANSAMERICA WORKSITE	I-010219	01 48042	MISCELLANEOUS	DEC 2018 EMPLOYEE PR	143373	0.01-
VENDOR 01-020700 TOTALS							15.17
01-1	ISLAND BAPTIST CHURCH	I-010319	01 47046	ANIMAL/COMPOS	ISLAND BAPTIST CHURC	143375	20.00
01-1	LESLIE BURNS	I-201812276373	01 47046	ANIMAL/COMPOS	LESLIE BURNS: REFUND	143346	20.00
VENDOR 01-1 TOTALS							40.00

DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	149,181.26
------------	------------------	--------	------------

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 511 CITY COUNCIL

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004052	EVA-JEAN DALTON	I-010218	01 511-0550-032	EVA-JEAN DALT:	PER DIEM: TML WORKSH	143352	120.00
01-004052	EVA-JEAN DALTON	I-010219-1	01 511-0550-032	EVA-JEAN DALT:	MILEAGE: SAN ANTONIO	143352	337.56
VENDOR 01-004052 TOTALS							457.56
01-020602	TOUCAN GRAPHICS	I-25799	01 511-0550-032	EVA-JEAN DALT:	500 BUSINESS CARDS,	143370	39.00
01-020602	TOUCAN GRAPHICS	I-25803	01 511-0550-031	KEN MEDDERS :	500 BUS. CARDS: KEN	143370	39.00
VENDOR 01-020602 TOTALS							78.00
DEPARTMENT 511 CITY COUNCIL TOTAL:							535.56

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SPI CHAMBER OF COMMERC	I-13046	01 512-0102	LOCAL MEETING: QTRLY PUBLIC AFFAIRS	143381		40.00
VENDOR 01-003410 TOTALS							40.00
01-016600	PT ISABEL/SO PADRE PRE	I-110818	01 512-0540	ADVERTISING	: DISPLAY AD: COMM. VO 143324		114.60
01-016600	PT ISABEL/SO PADRE PRE	I-111518	01 512-0540	ADVERTISING	: DISPLAY AD: COMM. VO 143324		114.60
VENDOR 01-016600 TOTALS							229.20
01-018509	SAM'S CLUB DIRECT	C-120318	01 512-0120	CONSUMABLES	: SHIPPING COST CREDIT 143365		11.61-
01-018509	SAM'S CLUB DIRECT	I-2000208067	01 512-0120	CONSUMABLES	: 4- GLADE PISO + WARM 143365		51.53
VENDOR 01-018509 TOTALS							39.92
01-020057	TML MULTISTATE IEBP	I-010319	01 512-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE 000057		2,602.70
VENDOR 01-020057 TOTALS							2,602.70
01-020100	T.M.R.S.	I-010219	01 512-0080	TMRS	: DEC 2018 CITY CONTRI 000058		5,405.48
VENDOR 01-020100 TOTALS							5,405.48

DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL: 8,317.30

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-010319	01 513-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	3,143.24
VENDOR 01-020057 TOTALS							3,143.24
01-020100	T.M.R.S.	I-010219	01 513-0080	TMRS	: DEC 2018 CITY CONTRI	000058	3,551.80
VENDOR 01-020100 TOTALS							3,551.80
DEPARTMENT 513 FINANCE DEPARTMENT TOTAL:							6,695.04

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE I-11222018		01 514-0540	ADVERTISING	: DISPLAY AD: P & ZONI 143324		229.20
01-016600	PT ISABEL/SO PADRE PRE I-112918		01 514-0540	ADVERTISING	: DISPLAY AD: NOTICE L 143324		286.50
01-016600	PT ISABEL/SO PADRE PRE I-112918-1		01 514-0540	ADVERTISING	: DISPLAY AD: NOTICE R 143324		143.25
01-016600	PT ISABEL/SO PADRE PRE I-112918-2		01 514-0540	ADVERTISING	: DISPLAY AD: NOTICEW 143324		171.90
01-016600	PT ISABEL/SO PADRE PRE I-11292018		01 514-0540	ADVERTISING	: DISPLAY AD: NOTICE O 143324		229.20
VENDOR 01-016600 TOTALS							1,060.05
01-020057	TML MULTISTATE IEBP I-010319		01 514-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE 000057		989.03
VENDOR 01-020057 TOTALS							989.03
01-020100	T.M.R.S. I-010219		01 514-0080	TMRS	: DEC 2018 CITY CONTRI 000058		1,525.93
VENDOR 01-020100 TOTALS							1,525.93
DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:							3,575.01

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004089	DEPT OF INFO RESOURCES	I-19110600N	01 515-0501	COMMUNICATION: TEX-AN NG CHARGES, N	143353		4.13
VENDOR 01-004089 TOTALS							4.13
01-009117	TYLER TECHNOLOGIES INC	I-025-244956	01 515-0415	SERVICE CONTR: TYLER BUILDING PROJE	143360		1,290.52
VENDOR 01-009117 TOTALS							1,290.52
01-016021	PCM-G	I-B10605840101	01 515-0150	MINOR TOOLS &: 2- 2400 MHZ, REG ECC	143321		182.40
VENDOR 01-016021 TOTALS							182.40
01-019140	MITEL	I-30239886	01 515-0501	COMMUNICATION: VOIP PHONE SERVICES	143328		3,150.89
01-019140	MITEL	I-30400886	01 515-0501	COMMUNICATION: VOIP PHONE SERVICES	143328		3,052.20
VENDOR 01-019140 TOTALS							6,203.09
01-019356	SOUTHERN COMPUTER WARE	I-IN-000542888	01 515-0415	SERVICE CONTR: ANTIVIRUS SOFTWARE	143274		1,975.50
01-019356	SOUTHERN COMPUTER WARE	I-IN-000546025	01 515-0150	MINOR TOOLS &: 1- TRIPP LITE 1500VA	143331		143.24
VENDOR 01-019356 TOTALS							2,118.74
01-020057	TML MULTISTATE IEBP	I-010319	01 515-0081	GROUP INSURAN: JAN 2019 MECICAL PRE	000057		1,571.62
VENDOR 01-020057 TOTALS							1,571.62
01-020100	T.M.R.S.	I-010219	01 515-0080	TMRS : DEC 2018 CITY CONTRI	000058		1,872.23
VENDOR 01-020100 TOTALS							1,872.23
01-020185	TIME WARNER CABLE	I-0024491121818	01 515-0415	SERVICE CONTR: SERVICE @ CITY HALL	143369		1,203.29
01-020185	TIME WARNER CABLE	I-0213755121018	01 515-0415	SERVICE CONTR: SERV 12/20 -1/19/19,	143336		313.27
VENDOR 01-020185 TOTALS							1,516.56
01-020644	T-MOBILE	I-121518	01 515-0501	COMMUNICATION: DATA SERVICE	143372		1,458.95
VENDOR 01-020644 TOTALS							1,458.95

DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL: 16,218.24

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 9

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002051	J. VICTOR BALDOVINOS	I-121418	01 516-0514	TUITION ASSIS:	FALL 2018 TUITION RE	143280	1,017.00
VENDOR 01-002051 TOTALS							1,017.00
01-002221	JORGE L. VASQUEZ	I-121918	01 516-0514	TUITION ASSIS:	FALL 2018 REIMB.	143281	2,500.00
VENDOR 01-002221 TOTALS							2,500.00
01-004043	CHRISTOPHER DE LEON	I-122018	01 516-0514	TUITION ASSIS:	TUITION RE IMBURSEME	000052	756.00
VENDOR 01-004043 TOTALS							756.00
01-004045	MIKE DE LEON	I-122018	01 516-0514	TUITION ASSIS:	TUITION REIMBURSEMEN	000053	2,199.00
VENDOR 01-004045 TOTALS							2,199.00
01-004048	DEER OAKS EAP SERVICES	I-COPSI18-12	01 516-0530	PROFESSIONAL :	DEC 2018 EAP SERVICE	143293	139.50
01-004048	DEER OAKS EAP SERVICES	I-COSPI18-09	01 516-0530	PROFESSIONAL :	SEPT 2018 EAP SERVIC	143293	139.50
VENDOR 01-004048 TOTALS							279.00
01-016141	PEREZ III, BARTOLO	I-121718	01 516-0514	TUITION ASSIS:	TUITION REIMB. FALL	143282	2,500.00
VENDOR 01-016141 TOTALS							2,500.00
01-020057	TML MULTISTATE IEBP	I-010319	01 516-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	1,581.62
VENDOR 01-020057 TOTALS							1,581.62
01-020100	T.M.R.S.	I-010219	01 516-0080	TMRS	: DEC 2018 CITY CONTRI	000058	2,014.92
VENDOR 01-020100 TOTALS							2,014.92

DEPARTMENT 516 HUMAN RESOURCES TOTAL: 12,847.54

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 10

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004101	STUART J. DIAMOND	I-010219	01 520-0530	PROFESSIONAL : PROF. SERV. 2018-19	000056	1,335.00	
				VENDOR 01-004101	TOTALS		1,335.00
01-013410	MUNICIPAL SERVICES BUR I-722373		01 520-0531	WARRANT COLLE: NOV 2018 MUNICIPAL C 143319		390.57	
				VENDOR 01-013410	TOTALS		390.57
01-019016	ARACELI SANCHEZ	I-111918	01 520-0550	TRAVEL EXPENS: PER DIEM: JAN, 7-9,	000055	138.00	
				VENDOR 01-019016	TOTALS		138.00
01-020057	TML MULTISTATE IEBP	I-010319	01 520-0081	GROUP INSURAN: JAN 2019 MECICAL PRE	000057	1,041.08	
				VENDOR 01-020057	TOTALS		1,041.08
01-020100	T.M.R.S.	I-010219	01 520-0080	TMRS : DEC 2018 CITY CONTRI	000058	942.51	
				VENDOR 01-020100	TOTALS		942.51

DEPARTMENT 520 MUNICIPAL COURT TOTAL: 3,847.16

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002702	BREATH TEST SERVICES	I-1622	01 521-0415	SERVICE CONTR:	BREATH TEST SER JAN	143288	2,500.00
						VENDOR 01-002702 TOTALS	2,500.00
01-003186	OFFICE OF THE ATTORNEY	I-978-29504	01 521-0513	TRAINING EXPE:	REGISTRATION: OPEN G	143380	255.00
01-003186	OFFICE OF THE ATTORNEY	I-978-29505	01 521-0513	TRAINING EXPE:	REG. 2018-19 OPEN GO	143380	255.00
						VENDOR 01-003186 TOTALS	510.00
01-003421	CHIEF SUPPLY CORPORATI	I-140517	01 521-0150	MINOR TOOLS &:	DUTY BELT EQUIPMENT	143351	567.37
						VENDOR 01-003421 TOTALS	567.37
01-007075	GALLS, LLC	I-011240708	01 521-0130	WEARING APPAR:	1- COUBLE DUTY JACKE	143269	97.49
						VENDOR 01-007075 TOTALS	97.49
01-008201	COLEMAN HALL & HEINZE	I-122718	01 521-0551	DUES & MEMBER:	NOTARY PUBLIC BOND R	143399	71.00
						VENDOR 01-008201 TOTALS	71.00
01-016661	PRECISION DELTA CORP.	I-13423	01 521-0161	AMMUNITION & :	PD-AMMUNITION	143325	1,649.75
						VENDOR 01-016661 TOTALS	1,649.75
01-019189	WILLIAM R. SMITH	I-010219	01 521-0550	TRAVEL EXPENS:	PER DIEM & MILEAGE:	143414	801.18
						VENDOR 01-019189 TOTALS	801.18
01-019719	SYSCO FOODS OF	I-313085738	01 521-0102	LOCAL MEETING:	PD-COFFEE, CREAMER,	143275	369.32
01-019719	SYSCO FOODS OF	I-313085738	01 521-0150	MINOR TOOLS &:	CUPS, PLATES, STIRS	143275	188.95
						VENDOR 01-019719 TOTALS	558.27
01-020057	TML MULTISTATE IEBP	I-010319	01 521-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	19,770.39
						VENDOR 01-020057 TOTALS	19,770.39

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 12

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-010219	01 521-0080	TMRS	: DEC 2018 CITY CONTRI	000058	23,561.23
						VENDOR 01-020100 TOTALS	23,561.23
01-022151	VHS HARLINGEN HOSPITAL	I-303291298	01 521-0530	PROFESSIONAL	: MEDICAL FORENSIC EXA	143374	550.00
						VENDOR 01-022151 TOTALS	550.00
01-023058	WHATABURGER	I-1200001	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200002	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.89
01-023058	WHATABURGER	I-1200003	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200004	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200005	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200006	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	13.47
01-023058	WHATABURGER	I-1200007	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	8.98
01-023058	WHATABURGER	I-1200008	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	4.89
01-023058	WHATABURGER	I-1200009	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200010	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200051	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200052	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	8.98
01-023058	WHATABURGER	I-1200053	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	8.98
01-023058	WHATABURGER	I-1200056	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	4.49
01-023058	WHATABURGER	I-12000571	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200060	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200115	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	13.47
01-023058	WHATABURGER	I-1200116	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	8.98
01-023058	WHATABURGER	I-1200117	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	143343	4.49
01-023058	WHATABURGER	I-1200162	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	13.47
01-023058	WHATABURGER	I-12001641	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	143343	4.49
						VENDOR 01-023058 TOTALS	139.99
DEPARTMENT 521 POLICE DEPARTMENT						TOTAL:	50,776.67

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001082	LMH & LMH LLC.	I-19-0047	01 522-0415	SERVICE CONTR:	QTRLY FIRE ALARM INS 143348		120.00
					VENDOR 01-001082 TOTALS		120.00
01-002058	JAMES BARKER II	I-010219	01 522-0513	TRAINING EXPE:	REIMBURSE: PARAMEDIC 143349		350.00
					VENDOR 01-002058 TOTALS		350.00
01-003444	CITIBANK	I-120318	01 522-0513	TRAINING EXPE:	CREDIT TO DSHS B W. 143264		64.00-
					VENDOR 01-003444 TOTALS		64.00-
01-004311	EMERGENCY MEDICAL PROD I-2039114		01 522-0114	MEDICAL SUPPL:	8-CS. SODIUM CHLORID 143387		418.08
					VENDOR 01-004311 TOTALS		418.08
01-006087	R & D GOTTHARD ENTERPRI I-4332		01 522-0513	TRAINING EXPE:	1- FIT INSTRUCTOR II 143267		200.00
					VENDOR 01-006087 TOTALS		200.00
01-007075	GALLS, LLC	I-011419595	01 522-0130	WEARING APPAR:	3- 5.11 TAC LITE PAN 143302		165.96
01-007075	GALLS, LLC	I-011429021	01 522-0130	WEARING APPAR:	3- 24-7 MENS EMS PAN 143302		108.80
01-007075	GALLS, LLC	I-011467511	01 522-0130	WEARING APPAR:	2- WOMENS TACLITE PR 143302		109.08
01-007075	GALLS, LLC	I-011500913	01 522-0130	WEARING APPAR:	1- 3 SEASON JKT., 1 143302		166.87
01-007075	GALLS, LLC	I-011501411	01 522-0130	WEARING APPAR:	2- LS ZIP SHIRT, CHI 143302		125.97
01-007075	GALLS, LLC	I-011512665	01 522-0130	WEARING APPAR:	JACKET, SHIRTS, ETC 143395		276.54
01-007075	GALLS, LLC	I-011528017	01 522-0130	WEARING APPAR:	2- S/S/ POLO SHIRTS, 143395		90.93
					VENDOR 01-007075 TOTALS		1,044.15
01-007600	GULF COAST PAPER CO. I I-1606767		01 522-0160	LAUNDRY & JAN:	2 CS M/F TOWELS 143398		42.28
					VENDOR 01-007600 TOTALS		42.28
01-012133	LIFE - ASSIST, INC	I-892039	01 522-0114	MEDICAL SUPPL:	2-CS MEDSOURCE IV EX 143402		332.00
					VENDOR 01-012133 TOTALS		332.00

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 14

VENDOR SET: 01 , City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-015010	OFFICE DEPOT	I-219803409001	01 522-0101	OFFICE SUPPLI:	MISC. OFFICE SUPPLIE	143406	137.19
01-015010	OFFICE DEPOT	I-219814961001	01 522-0101	OFFICE SUPPLI:	1 BX ASST PAPER CLIP	143406	6.99
01-015010	OFFICE DEPOT	I-249302389001	01 522-0101	OFFICE SUPPLI:	4-DESKPADS, CLIPBOAR	143363	31.88
01-015010	OFFICE DEPOT	I-249302937001	01 522-0101	OFFICE SUPPLI:	1 - 8 OZ GORILLA GLU	143363	24.59
						VENDOR 01-015010 TOTALS	200.65
01-015095	JOSE L. OLVERA	I-121818	01 522-0513	TRAINING EXPE:	REIMBUSE SHOW PURCHA	000045	150.00
						VENDOR 01-015095 TOTALS	150.00
01-019255	SO. TEXAS COMMUNICATIO	I-63631	01 522-0421	RADIOS & COMM:	FIRE STA., ALERT BAS	143416	360.00
						VENDOR 01-019255 TOTALS	360.00
01-019362	SKYDIVE SPI,LLCIF	I-122118	01 522-0130	WEARING APPAR:	Embroidery	143333	1,512.00
						VENDOR 01-019362 TOTALS	1,512.00
01-019611	STATE FIREFIGHTERS' &	I-010719	01 522-0551	DUES & MEMBER:	2019 DUES FOR JAN -	143419	250.00
						VENDOR 01-019611 TOTALS	250.00
01-020016	TERMINIX	I-381615894	01 522-0415	SERVICE CONTR:	PEST CONTROL;FIRE ST	143421	146.00
						VENDOR 01-020016 TOTALS	146.00
01-020057	TML MULTISTATE IEBP	I-010319	01 522-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	13,493.91
						VENDOR 01-020057 TOTALS	13,493.91
01-020100	T.M.R.S.	I-010219	01 522-0080	TMRS	: DEC 2018 CITY CONTRI	000058	17,859.34
						VENDOR 01-020100 TOTALS	17,859.34
01-020602	TOUCAN GRAPHICS	I-25777	01 522-0420	MOTOR VEHICLE:	2- 51 X 40 " DIE CUT	143338	170.00
						VENDOR 01-020602 TOTALS	170.00

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-024001	RICHARD J. YBARRA, M.D	I-7500	01 522-0530	PROFESSIONAL :	Medical Director Fee	143429	1,000.00
VENDOR 01-024001 TOTALS							1,000.00
01-1	ETAB-RGV	I-010519	01 522-0551	DUES & MEMBER:	ETAB-RGV: 2019 MEMBE	143431	100.00
01-1	BRAD CLARK ELEVATOR	I-4092	01 522-0411	BUILDING & ST:	BRAD CLARK ELEVATOR:	143347	175.00
01-1	VALLEY BAPTIST MEDICAL	I-91918	01 522-0513	TRAINING EXPE:	VALLEY BAPTIST MEDIC	143435	24.00
VENDOR 01-1 TOTALS							299.00

DEPARTMENT 522	FIRE DEPARTMENT	TOTAL:	37,883.41
----------------	-----------------	--------	-----------

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 16

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001218	DUVIE ALCOZER	I-0108019	01 532-0550	TRAVEL EXPENS:	MEAL ALLOWANCE, JAN	143377	18.00
VENDOR 01-001218 TOTALS							18.00
01-004139	JARON R. BERMAN	I-2524	01 532-0545	LOT MOWING	: MOWING @ 203 WEST VE	143266	20.00
VENDOR 01-004139 TOTALS							20.00
01-006162	JUAN FLORES	I-755+972	01 532-0545	LOT MOWING	: MOWING @ 129 E. DOLF	000060	20.00
01-006162	JUAN FLORES	I-755971	01 532-0545	LOT MOWING	: MOWING @ 109 E. PIKE	000060	25.00
01-006162	JUAN FLORES	I-755973	01 532-0545	LOT MOWING	: MOWING @ 102 E. SUNSE	000060	25.00
VENDOR 01-006162 TOTALS							70.00
01-007126	JUAN GOMEZ JR.	I-6466	01 532-0545	LOT MOWING	: MOWING @ 120 E. REDS	000061	28.00
01-007126	JUAN GOMEZ JR.	I-6467	01 532-0545	LOT MOWING	: MOWING @ 112 E. VENU	000061	28.50
01-007126	JUAN GOMEZ JR.	I-6468	01 532-0545	LOT MOWING	: MOWING @ 125 E. ACAP	000061	28.50
VENDOR 01-007126 TOTALS							85.00
01-007598	NOE GUERRERO	I-010319	01 532-0550	TRAVEL EXPENS:	MEAL ALLOWANCE: JAN	143397	18.00
VENDOR 01-007598 TOTALS							18.00
01-020057	TML MULTISTATE IEBP	I-010319	01 532-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	3,073.66
VENDOR 01-020057 TOTALS							3,073.66
01-020100	T.M.R.S.	I-010219	01 532-0080	TMRS	: DEC 2018 CITY CONTRI	000058	2,676.47
VENDOR 01-020100 TOTALS							2,676.47
01-020600	CIPRIANO TORRES	C-010319	01 532-0550	TRAVEL EXPENS:	WILL NOT ATTEND TRAI	000000	18.00-
01-020600	CIPRIANO TORRES	I-010319	01 532-0550	TRAVEL EXPENS:	MEAL ALLOWANCE: JAN	000000	18.00
VENDOR 01-020600 TOTALS							0.00

DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL: 5,961.13

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004037	DANA SAFETY SUPPLY INC	I-548011	01 540-0420-04	REPAIRS & MAI:	REPLACEMENT SIREN/BO	143292	917.34
VENDOR 01-004037 TOTALS							917.34
01-012091	CINTAS UNIFORM	I-538156593	01 540-0130	WEARING APPAR:	UNIFORMS, FLEET	143311	17.77
01-012091	CINTAS UNIFORM	I-538158651	01 540-0130	WEARING APPAR:	UNIFORMS, FLEET	143311	17.77
01-012091	CINTAS UNIFORM	I-538160715	01 540-0130	WEARING APPAR:	UNIFORMS	143400	17.77
01-012091	CINTAS UNIFORM	I-538162761	01 540-0130	WEARING APPAR:	UNIFORMS	143400	17.77
01-012091	CINTAS UNIFORM	I-538164820	01 540-0130	WEARING APPAR:	UNIFORMS	143400	17.77
VENDOR 01-012091 TOTALS							88.85
01-013257	MAE POWER EQUIPMENT	I-828311	01 540-0420-03	REPAIRS & MAI:	REPLACMENT PARTS SCA	143403	714.65
VENDOR 01-013257 TOTALS							714.65
01-018031	ALFREDO RAMOS	I-327	01 540-0420-02	REPAIRS & MAI:	FIRE PMP FLUSH, T-1	000040	250.00
01-018031	ALFREDO RAMOS	I-328	01 540-0420-02	REPAIRS & MAI:	PUMP CLEAN/FLUSH, E-	000040	250.00
01-018031	ALFREDO RAMOS	I-329	01 540-0420-02	REPAIRS & MAI:	SAFETY INSPC. ETC. E	000040	403.71
01-018031	ALFREDO RAMOS	I-330	01 540-0420-02	REPAIRS & MAI:	CLEAN/LUBE ETC. T-1	000040	500.00
01-018031	ALFREDO RAMOS	I-333	01 540-0420-02	REPAIRS & MAI:	YRLY IN-SERV. CERT.	000040	587.00
01-018031	ALFREDO RAMOS	I-334	01 540-0420-02	REPAIRS & MAI:	REMOVE/CLN, INSTALL	000040	384.04
01-018031	ALFREDO RAMOS	I-337	01 540-0420-02	REPAIRS & MAI:	WORK ON TANK TO	000065	464.55
01-018031	ALFREDO RAMOS	I-338	01 540-0420-02	REPAIRS & MAI:	REBUILD/INSTALL VALV	000065	408.44
01-018031	ALFREDO RAMOS	I-339	01 540-0420-02	REPAIRS & MAI:	CLEAN FIRE PUMP VALV	000065	415.30
01-018031	ALFREDO RAMOS	I-343	01 540-0420-02	REPAIRS & MAI:	CLEAN/LUBE AERIAL DE	000065	500.00
01-018031	ALFREDO RAMOS	I-344	01 540-0420-02	REPAIRS & MAI:	PUMP CLEANUP.FLUSH #	000065	250.00
VENDOR 01-018031 TOTALS							4,413.04
01-020057	TML MULTISTATE IEBP	I-010319	01 540-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	1,041.08
VENDOR 01-020057 TOTALS							1,041.08
01-020100	T.M.R.S.	I-010219	01 540-0080	TWRS	: DEC 2018 CITY CONTRI	000058	937.16
VENDOR 01-020100 TOTALS							937.16
01-021134	UNITED RENTALS (NORTH	I-154666463-012	01 540-0510	RENTAL OF EQU:	1 YEAR RENTAL-BACKHO	143341	1,779.00
VENDOR 01-021134 TOTALS							1,779.00

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021226	US BANK VOYAGER FLEET	I-869326488852	01 540-0104-01	FUEL & LUBRIC:	FUEL PURCHASED 11/24 143427		3,224.92
01-021226	US BANK VOYAGER FLEET	I-869326488852	01 540-0104-02	FUEL & LUBRIC:	FUEL PURCHASED 11/24 143427		574.43
01-021226	US BANK VOYAGER FLEET	I-869326488852	01 540-0104-03	FUEL & LUBRIC:	FUEL PURCHASED 11/24 143427		1,726.74
01-021226	US BANK VOYAGER FLEET	I-869326488852	01 540-0104-04	FUEL & LUBRIC:	FUEL PURCHASED 11/24 143427		514.99
01-021226	US BANK VOYAGER FLEET	I-869326488852	01 540-0104-05	FUEL & LUBRIC:	FUEL PURCHASED 11/24 143427		549.22
						VENDOR 01-021226 TOTALS	6,590.30

DEPARTMENT 540 FLEET MANAGEMENT TOTAL: 16,481.42

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012091	CINTAS UNIFORM	I-538156593	01 541-0160	LAUNDRY & JAN: MATS, MOPS, ETC	143311	186.42	
01-012091	CINTAS UNIFORM	I-538156593	01 541-0130	WEARING APPAR: UNIFORMS, MAINT.	143311	17.77	
01-012091	CINTAS UNIFORM	I-538158651	01 541-0160	LAUNDRY & JAN: MATS, MOPS, ETC	143311	186.42	
01-012091	CINTAS UNIFORM	I-538158651	01 541-0130	WEARING APPAR: UNIFORMS, BLDG MAINT	143311	17.77	
01-012091	CINTAS UNIFORM	I-538160715	01 541-0160	LAUNDRY & JAN: MATS, MOPS, ETC	143400	186.42	
01-012091	CINTAS UNIFORM	I-538160715	01 541-0130	WEARING APPAR: UNIFORMS	143400	17.77	
01-012091	CINTAS UNIFORM	I-538162761	01 541-0160	LAUNDRY & JAN: MATS, MOPS, ETC	143400	186.42	
01-012091	CINTAS UNIFORM	I-538162761	01 541-0130	WEARING APPAR: UNIFORMS	143400	17.77	
01-012091	CINTAS UNIFORM	I-538164820	01 541-0160	LAUNDRY & JAN: MOPS, MATS, ETC	143400	186.42	
01-012091	CINTAS UNIFORM	I-538164820	01 541-0130	WEARING APPAR: UNIFORMS	143400	17.77	
						VENDOR 01-012091 TOTALS	1,020.95
01-013145	MCMASTER-CARR	I-66179114	01 541-0410	MACHINERY & E: MISC. INSULATION MAT	143314	561.31	
						VENDOR 01-013145 TOTALS	561.31
01-019494	TCR - THE BEST ALARM,	I-222430	01 541-0415	SERVICE CONTR: FIRE ALARM INSPECTIO	143417	350.00	
						VENDOR 01-019494 TOTALS	350.00
01-019499	SOUTHWEST TEXAS EQUIPM	I-2275902	01 541-0415	SERVICE CONTR: ICE MACHINE RENTAL J	143368	100.00	
						VENDOR 01-019499 TOTALS	100.00
01-020016	TERMINIX	I-381602969	01 541-0415	SERVICE CONTR: PEST CONTROL FIRE ST	143421	50.00	
						VENDOR 01-020016 TOTALS	50.00
01-020057	TML MULTISTATE IEBP	I-010319	01 541-0081	GROUP INSURAN: JAN 2019 MECICAL PRE	000057	1,041.08	
						VENDOR 01-020057 TOTALS	1,041.08
01-020100	T.M.R.S.	I-010219	01 541-0080	TMRS : DEC 2018 CITY CONTRI	000058	587.82	
						VENDOR 01-020100 TOTALS	587.82
01-023160	WORTH HYDROCHEM OF COR	I-22298	01 541-0415	SERVICE CONTR: WATER TREATMENT DEC	000068	300.00	
						VENDOR 01-023160 TOTALS	300.00

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 20

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-024202	ZIMCO MARINE, INC.	I-0168229-IN	01 541-0411	BUILDINGS & S:	CONT.CLNR, OIL, THRD	143430	56.24
VENDOR 01-024202 TOTALS							56.24

DEPARTMENT 541 BUILDING MAINTENANCE TOTAL: 4,067.40

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 21

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-010319	01 542-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	1,571.62
VENDOR 01-020057 TOTALS							1,571.62
01-020100	T.M.R.S.	I-010219	01 542-0080	TMRS	: DEC 2018 CITY CONTRI	000058	1,768.96
VENDOR 01-020100 TOTALS							1,768.96
DEPARTMENT 542 INSPECTIONS DIVISION TOTAL:							3,340.58

VENDOR SET: 01 City of South Padre Island
 FUND : 01 GENERAL FUND
 DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 12/17/2018 THRU 1/11/2019
 BUDGET TO USE: CB-CURRENT BUDGET

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

01-003704	CAMERON COUNTY	I-010319	01 543-0432	CAUSEWAY LIGH: CAUSEWAY LTNG 11/13- 143384			192.56
01-003704	CAMERON COUNTY	I-1220185	01 543-0432	CAUSEWAY LIGH: CAUSEWAY LTNG 11/01- 143290			204.14

VENDOR 01-003704 TOTALS							396.70
-------------------------	--	--	--	--	--	--	--------

01-007007	G & T PAVING, LLC	I-121218	01 543-0416	STREETS & RIG: MC-30 ROAD REPAIR		000039	577.50
-----------	-------------------	----------	-------------	----------------------------------	--	--------	--------

VENDOR 01-007007 TOTALS							577.50
-------------------------	--	--	--	--	--	--	--------

01-011117	KINNEY BONDED WAREHOUS I-405459-00		01 543-0412	LANDSCAPE : LAWN EDGING-TXDOT PL 143310			1,568.00
-----------	------------------------------------	--	-------------	-----------------------------------------	--	--	----------

VENDOR 01-011117 TOTALS							1,568.00
-------------------------	--	--	--	--	--	--	----------

01-012091	CINTAS UNIFORM	I-538156593	01 543-0130	WEARING APPAR: UNIFORMS, PWKKS		143311	164.95
01-012091	CINTAS UNIFORM	I-538158651	01 543-0130	WEARING APPAR: UNIFORMS, PWKKS		143311	164.95
01-012091	CINTAS UNIFORM	I-538160715	01 543-0130	WEARING APPAR: UNIFORMS		143400	164.95
01-012091	CINTAS UNIFORM	I-538162761	01 543-0130	WEARING APPAR: UNIFORMS		143400	164.95
01-012091	CINTAS UNIFORM	I-538164820	01 543-0130	WEARING APPAR: UNIFORMS		143400	164.95

VENDOR 01-012091 TOTALS							824.75
-------------------------	--	--	--	--	--	--	--------

01-013114	MATHESON TRI-GAS INC. I-18731515		01 543-0510	RENTAL OF EQU: MISC. ACETYLENE CYL. 143313			222.66
-----------	----------------------------------	--	-------------	--------------------------------------------	--	--	--------

VENDOR 01-013114 TOTALS							222.66
-------------------------	--	--	--	--	--	--	--------

01-016600	PT ISABEL/SO PADRE PRE I-112218		01 543-0540	ADVERTISING : DISPLAY AD: INV.TO B 143324			143.25
-----------	---------------------------------	--	-------------	-------------------------------------------	--	--	--------

VENDOR 01-016600 TOTALS							143.25
-------------------------	--	--	--	--	--	--	--------

01-018058	RELIABLE ELECTRIC CO. I-30495		01 543-0416	STREETS & RIG: REPLACED 9 GFI RECEPT 143409			454.79
01-018058	RELIABLE ELECTRIC CO. I-30563		01 543-0416	STREETS & RIG: SERV CHG.TO CK NO PO 143409			75.00

VENDOR 01-018058 TOTALS							529.79
-------------------------	--	--	--	--	--	--	--------

01-018111	RIO VALLEY PIPE, LTD I-18717		01 543-0417	STORM SEWERS : GRATE-STORM SEWERS		143410	3,440.00
-----------	------------------------------	--	-------------	-----------------------------------	--	--------	----------

VENDOR 01-018111 TOTALS							3,440.00
-------------------------	--	--	--	--	--	--	----------

VENDOR SET: 01 City of South Padre Island
 FUND : 01 GENERAL FUND
 DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 12/17/2018 THRU 1/11/2019
 BUDGET TO USE: CB-CURRENT BUDGET

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

01-020057	TML MULTISTATE IE8P	I-010319	01 543-0081	GROUP INSURAN:	JAN 2019 MEDICAL PRE 000057	10,342.72	10,342.72
-----------	---------------------	----------	-------------	----------------	-----------------------------	-----------	-----------

VENDOR 01-020057 TOTALS							10,342.72
-------------------------	--	--	--	--	--	--	-----------

01-020100	T.M.R.S.	I-010219	01 543-0080	TWRS	: DEC 2018 CITY CONTRI 000058	7,891.99	7,891.99
-----------	----------	----------	-------------	------	-------------------------------	----------	----------

VENDOR 01-020100 TOTALS							7,891.99
-------------------------	--	--	--	--	--	--	----------

01-024202	ZIMCO MARINE, INC.	I-0168229-IN	01 543-0416	STREETS & RIG:	STAINLESS S CABLE- B 143430	13.68	13.68
-----------	--------------------	--------------	-------------	----------------	-----------------------------	-------	-------

VENDOR 01-024202 TOTALS							13.68
-------------------------	--	--	--	--	--	--	-------

01-1	CARSON MAP CO. INC	I-10145	01 543-0150	MINOR TOOLS &:	CARSON MAP CO. INC: 143432	590.00	590.00
------	--------------------	---------	-------------	----------------	----------------------------	--------	--------

VENDOR 01-1 TOTALS							590.00
--------------------	--	--	--	--	--	--	--------

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 26,541.04

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 24

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 544 EMERGENCY MANAGEMENT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006176	WILLIAM D. FOWLER	I-120718	01 544-0550	TRAVEL	: PER DIEM(OUT OF STAT	143391	363.00
VENDOR 01-006176 TOTALS							363.00
01-019800	TANGO TANGO INC	I-1278	01 544-0415	SERVICE CONTR: SW SERV. & INTEGRATI	143420		1,476.00
VENDOR 01-019800 TOTALS							1,476.00
DEPARTMENT 544 EMERGENCY MANAGEMENT TOTAL:							1,839.00

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 25

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004133	DENTON NAVARRO ROCHA B	I-24432	01 570-9030	LEGAL SERVICE:	PROF SERV. NOV 2018	143355	1,401.00
01-004133	DENTON NAVARRO ROCHA B	I-24433	01 570-9030	LEGAL SERVICE:	CONTRACT& DOCUMENT R	143356	282.50
01-004133	DENTON NAVARRO ROCHA B	I-24434	01 570-9030	LEGAL SERVICE:	PROF SERV.SPI FERRIS	143357	980.50
01-004133	DENTON NAVARRO ROCHA B	I-24435	01 570-9030	LEGAL SERVICE:	PROF SERV. SPI LAND	143358	224.00
VENDOR 01-004133 TOTALS							2,888.00
01-006034	FED EX	I-6-406-17643	01 570-0108	POSTAGE	: SHIPPING CHARGES,	143359	27.39
VENDOR 01-006034 TOTALS							27.39
01-007115	GEXA ENERGY, LP	I-26905654-4	01 570-0580	ELECTRICITY	: ELECTRIC BILL DATED	143396	7,449.65
VENDOR 01-007115 TOTALS							7,449.65
01-011153	KOOL RIVER MEDIA & ENT C-	121218	01 570-0301	BANK CHARGES	: STOP PAYMENT FEE CK#	143271	35.00-
VENDOR 01-011153 TOTALS							35.00-
01-013404	MOUNTAIN GLACIER, LLC	I-0301126236	01 570-0581	WATER, SEWER,:	BOTTLED WTR DEL. CIT	143318	81.00
01-013404	MOUNTAIN GLACIER, LLC	I-0301126243	01 570-0581	WATER, SEWER,:	BOTTLED WATER DEL PU	143404	31.50
VENDOR 01-013404 TOTALS							112.50
01-016300	PITNEY BOWES GLOBAL FI	I-3307615956	01 570-0108	POSTAGE	: POSTAGE METER LEASE-	143322	729.00
VENDOR 01-016300 TOTALS							729.00
01-016304	PITNEY BOWES	I-120318	01 570-0108	POSTAGE	: CITYHALL PSOTAGE MET	143323	1,619.15
VENDOR 01-016304 TOTALS							1,619.15
01-018154	REPUBLIC SERVICES #863	I-0863001584112	01 570-0581	WATER, SEWER,:	108 W. RETAMA, ON CA	143326	2,664.65
01-018154	REPUBLIC SERVICES #863	I-0863001592151	01 570-0581	WATER, SEWER,:	4501 PADRE BLVD , JA	143411	316.61
VENDOR 01-018154 TOTALS							2,981.26
01-021095	UNITED PARCEL SERVICE	I-000034965X498-1	01 570-0108	POSTAGE	: 4 WK SERVICE CHARGE	143277	49.80

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 26

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021095	UNITED PARCEL SERVICE	I-000034965X508-1	01 570-0108	POSTAGE	: MISC. SHIPPING AND S	143340	26.81
VENDOR 01-021095 TOTALS							76.61
01-023900	XEROX CORPORATION	I-095309266	01 570-0510	RENTAL OF EQU:	ADM. COPIER/PRINTER	143278	1,320.74
VENDOR 01-023900 TOTALS							1,320.74
DEPARTMENT 570 GENERAL SERVICES						TOTAL:	17,169.30

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 27

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001381	ARNETT MARKETING, LLC	I-7491	01 572-9179	HOLIDAY LIGHT:	CHRISTMAS LIGHTS	143286	565.00
VENDOR 01-001381 TOTALS							565.00
01-006177	FRIENDS OF ANIMAL RESC I-122018		01 572-9085	ANIMAL SERVIC:	MOU-FRIENDS OF ANIMA	143299	12,500.00
VENDOR 01-006177 TOTALS							12,500.00
DEPARTMENT 572 SPECIAL PROJECTS						TOTAL:	13,065.00
VENDOR SET 01 GENERAL FUND						TOTAL:	378,342.06

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 28

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004089	DEPT OF INFO RESOURCES	I-19110600N	02 590-0501	COMMUNICATION: TEX-AN NG CHARGES, N	143353		4.38
VENDOR 01-004089 TOTALS							4.38
01-007115	GEXA ENERGY, LP	I-26905654-4	02 590-0580	ELECTRICITY : ELECTRIC BILL DATED	143396		760.92
VENDOR 01-007115 TOTALS							760.92
01-013050	MAIL FINANCE	I-N7469027	02 590-0108	POSTAGE : LEASE PYMT. VISITORS	143312		775.69
VENDOR 01-013050 TOTALS							775.69
01-013404	MOUNTAIN GLACIER, LLC	I-0301127867	02 590-0101	OFFICE SUPPLI: BOTTLED WATER DEL.	143404		8.50
VENDOR 01-013404 TOTALS							8.50
01-014237	DONNELLY HOLDINGS, LTD	I-829362	02 590-0415	SERVICE CONTR: FILTER HVAC	143320		22.50
VENDOR 01-014237 TOTALS							22.50
01-018154	REPUBLIC SERVICES #863	I-0863001593580	02 590-0581	WATER,SEWER &: 610 PADRE BLVD JAN 1	143411		102.56
VENDOR 01-018154 TOTALS							102.56
01-018509	SAM'S CLUB DIRECT	I-005709	02 590-0558	DECORATIONS : SET OF LIGHTED REIND	143365		179.98
VENDOR 01-018509 TOTALS							179.98
01-019140	MITEL	I-30239886-1	02 590-0501	COMMUNICATION: VOIP PHONE SERV. DEC	143328		195.22
01-019140	MITEL	I-30400886-1	02 590-0501	COMMUNICATION: VOIP PHONE SERV. JAN	143328		192.88
VENDOR 01-019140 TOTALS							388.10
01-020057	TML MULTISTATE IEBP	I-010319	02 590-0081	GROUP INSURAN: JAN 2019 MECICAL PRE	000057		1,561.62
VENDOR 01-020057 TOTALS							1,561.62

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 29

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-010219	02 590-0080	TMRS	: DEC 2018 CITY CONTRI	000058	2,026.48
VENDOR 01-020100 TOTALS							2,026.48
01-020185	TIME WARNER CABLE	I-0029235120518	02 590-0415	SERVICE CONTR:	RR2 ACCT. 600 PADRE	143335	310.23
VENDOR 01-020185 TOTALS							310.23
01-020602	TOUCAN GRAPHICS	I-25743	02 590-0101	OFFICE SUPPLI:	1- FULL COLOR PLAGUE	143338	99.85
VENDOR 01-020602 TOTALS							99.85
01-021095	UNITED PARCEL SERVICE	I-0000648239498-1	02 590-0108	POSTAGE	: SERVICE CHARGES	143340	27.00
01-021095	UNITED PARCEL SERVICE	I-0000648239508-1	02 590-0108	POSTAGE	: SERVICE CHARGE	143340	27.00
01-021095	UNITED PARCEL SERVICE	I-0000648239518-1	02 590-0108	POSTAGE	: SERVICE CHARGE	143426	27.00
01-021095	UNITED PARCEL SERVICE	I-0000648239528-1	02 590-0108	POSTAGE	: SERVICE CHARGE	143426	29.00
VENDOR 01-021095 TOTALS							110.00
01-021102	UNIFIRST HOLDINGS, INC	I-8132813838	02 590-0160	LAUNDRY & JAN:	MATS, MOPS, ETC. VIS	000067	69.10
VENDOR 01-021102 TOTALS							69.10
01-021226	US BANK VOYAGER FLEET	I-869326488852	02 590-0104	FUELS & LUBRI:	FUEL PURCHASED 11/24	143427	24.34
VENDOR 01-021226 TOTALS							24.34

DEPARTMENT 590 VISITORS BUREAU TOTAL: 6,444.25

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 30

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002882	BLIZZARD INTERNET MARK I-2019-37588		02 592-0415	SERVICE CONTR:	BOOKING ENGINE FOR W 143379		3,538.00
01-002882	BLIZZARD INTERNET MARK I-2019-37589		02 592-0415	SERVICE CONTR:	BOOKING ENGINE FOR W 143379		3,538.00
						VENDOR 01-002882 TOTALS	7,076.00
01-004089	DEPT OF INFO RESOURCES I-19110600N		02 592-0501	COMMUNICATION:	TEX-AN NG CHARGES, N 143353		21.03
						VENDOR 01-004089 TOTALS	21.03
01-004133	DENTON NAVARRO ROCHA B I-24432		02 592-0530	PROFESSIONAL :	PROF SERV. NOV 2018 143355		304.00
01-004133	DENTON NAVARRO ROCHA B I-24433		02 592-0530	PROFESSIONAL :	CONTRACT& DOCUMENT R 143356		388.50
						VENDOR 01-004133 TOTALS	692.50
01-006034	FED EX	I-6-406-48023	02 592-0108	POSTAGE	: MISC. SHIPPING CHARG 143389		284.05
						VENDOR 01-006034 TOTALS	284.05
01-006101	FIRST CHECK	I-10139	02 592-0530	PROFESSIONAL :	PRE-EMPLOYMENT: G. R 143296		31.25
						VENDOR 01-006101 TOTALS	31.25
01-006182	FOCUSED ADVOCACY, LLC	I-3786	02 592-0530	PROFESSIONAL SERVICES		143392	8,683.33
						VENDOR 01-006182 TOTALS	8,683.33
01-006711	GDS TRANSPORT, LLC	I-200005	02 592-0534	AIRPORT SHUTT:	HRL AIRPORT SHUTTLE 143300		2,230.00
01-006711	GDS TRANSPORT, LLC	I-200007	02 592-0534	AIRPORT SHUTT:	HRL AIRPORT SHUTTLE 143393		3,145.00
						VENDOR 01-006711 TOTALS	5,375.00
01-007122	GOLF CONNECTIONS, LLC	I-11340	02 592-0230	STOCK - PROMO:	REORDER PENS 143306		1,728.03
						VENDOR 01-007122 TOTALS	1,728.03
01-011015	KARLA SCIMECA	I-093410	02 592-0538	CONVENTION SE:	135 PKGS, BELGIUM BRO 143309		405.00
						VENDOR 01-011015 TOTALS	405.00

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 31

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013291	TRAVIS MILUM	I-121818	02 592-0550	TRAVEL EXPENS:	MILEAGE AND MEALS	000044	588.87
						VENDOR 01-013291 TOTALS	588.87
01-013426	MUNI SERVICES, LLC	I-INV06-004808	02 592-0530	PROFESSIONAL :	HOTADMIN-FY2018/19	143405	5,579.25
						VENDOR 01-013426 TOTALS	5,579.25
01-018164	EUGENE RIOS	I-121718	02 592-0550	TRAVEL EXPENS:	MISC. REIMBURSEMENT,	000046	674.22
						VENDOR 01-018164 TOTALS	674.22
01-018509	SAM'S CLUB DIRECT	I-007951	02 592-0538	CONVENTION SE:	10 ROLLS OF PREM RIB	143365	69.80
						VENDOR 01-018509 TOTALS	69.80
01-019140	MITEL	I-30239886-1	02 592-0501	COMMUNICATION:	VOIP PHONE SERV. DEC	143328	161.51
01-019140	MITEL	I-30400886-1	02 592-0501	COMMUNICATION:	VOIP PHONE SERV. JAN	143328	160.83
						VENDOR 01-019140 TOTALS	322.34
01-019144	SEARCHWIDE MINNESOTA L	I-13206	02 592-0530	PROFESSIONAL :	Executive Search	143367	11,600.00
						VENDOR 01-019144 TOTALS	11,600.00
01-019356	SOUTHERN COMPUTER WARE	I-IN-000545360	02 592-0101	OFFICE SUPPLI:	1-EPSON EXP. ER 2750	143331	274.56
						VENDOR 01-019356 TOTALS	274.56
01-020057	TML MULTISTATE IEBP	I-010319	02 592-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	4,204.32
						VENDOR 01-020057 TOTALS	4,204.32
01-020100	T.M.R.S.	I-010219	02 592-0080	TMRS	: DEC 2018 CITY CONTRI	000058	7,741.74
						VENDOR 01-020100 TOTALS	7,741.74

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 32

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020104	SCOTT MCGEEHEE	I-230	02 592-0108	POSTAGE	: VISITOR FULLFILLMENT	143422	2,385.06
01-020104	SCOTT MCGEEHEE	I-231-18	02 592-0108	POSTAGE	: VISITOR FULLFILLMENT	143422	67.40
						VENDOR 01-020104 TOTALS	2,452.46
01-020602	TOUCAN GRAPHICS	I-25730	02 592-0230	STOCK - PROMO:	20 OZ TUMBLER SOWEST	143338	941.87
01-020602	TOUCAN GRAPHICS	I-25744	02 592-0230	STOCK - PROMO:	REORDER BEACH BALLS	143338	2,494.41
01-020602	TOUCAN GRAPHICS	I-25747	02 592-0230	STOCK - PROMO:	REORDER SPIRAL NOTEB	143338	1,976.24
01-020602	TOUCAN GRAPHICS	I-25755	02 592-0101	OFFICE SUPPLI:	2- 2 3 GATOR BRD SI	143338	72.00
01-020602	TOUCAN GRAPHICS	I-25768	02 592-0101	OFFICE SUPPLI:	3- COLOR PLAQUES, WA	143338	299.55
01-020602	TOUCAN GRAPHICS	I-25779	02 592-0230	STOCK - PROMO:	REORDER BEACH CHAIRS	143338	4,753.82
01-020602	TOUCAN GRAPHICS	I-25780	02 592-0101	OFFICE SUPPLI:	3- CONV. ADV. BRD BI	143425	477.00
01-020602	TOUCAN GRAPHICS	I-25784	02 592-0230	STOCK - PROMO:	REORDER LIP BALM	143338	2,309.51
01-020602	TOUCAN GRAPHICS	I-25825	02 592-0101	OFFICE SUPPLI:	3- CONV. & ADV. BRD	143425	477.00
						VENDOR 01-020602 TOTALS	13,801.40
01-021226	US BANK VOYAGER FLEET	I-869326488852	02 592-0104	FUELS & LUBRI:	FUEL PURCHASED 11/24	143427	85.42
						VENDOR 01-021226 TOTALS	85.42
01-023900	XEROX CORPORATION	I-095611280	02 592-0415	SERVICE CONTR:	PRINTER LEASE DEC CV	143428	1,039.74
01-023900	XEROX CORPORATION	I-095611281	02 592-0415	SERVICE CONTR:	CVB COPIER LEASE DEC	143428	164.55
						VENDOR 01-023900 TOTALS	1,204.29
01-1	PADRE ISLAND CLEANERS	I-13937-1	02 592-0101	OFFICE SUPPLI:	PADRE ISLAND CLEANER	143433	36.00
01-1	GLADYS PORTER ZOO	I-3009	02 592-0553	TRADE SHOW FE:	GLADYS PORTER ZOO: S	143434	948.75
						VENDOR 01-1 TOTALS	984.75

DEPARTMENT 592 SALES & ADMINISTRATION TOTAL: 73,879.61

REGULAR DEPARTMENT PAYMENT REPORT

1/09/2019 5:06 PM

VENDOR SET: 01 City of South Padre Island

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

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

01-001238	MARISA AMAYA	I-91418	02 593-0550	TRAVEL	: MEAL ALLOWANCE: CA T 000051		258.00
-----------	--------------	---------	-------------	--------	-------------------------------	--	--------

VENDOR 01-001238 TOTALS							258.00
-------------------------	--	--	--	--	--	--	--------

01-003904	COASTAL EVENT RENTALS	I-2707	02 593-8099	MISC. SPONSOR: CHILDREN'S WONDERLAN	143291		7,085.00
-----------	-----------------------	--------	-------------	-------------------------------------	--------	--	----------

VENDOR 01-003904 TOTALS							7,085.00
-------------------------	--	--	--	--	--	--	----------

01-007117	ROBERT GONZALEZ	I-901230	02 593-8101	ECOTOURISM SP: HALLOWINGS FLAGS	143304		1,400.00
01-007117	ROBERT GONZALEZ	I-901232	02 593-8099	MISC. SPONSOR: 2018/2019 HOLIDAY LI	143304		2,500.00

VENDOR 01-007117 TOTALS							3,900.00
-------------------------	--	--	--	--	--	--	----------

01-008139	ALAN PATRICK MALONE	I-20190057	02 593-8099	MISC. SPONSOR: RED FISH ELITE 2019	000062		20,000.00
-----------	---------------------	------------	-------------	------------------------------------	--------	--	-----------

VENDOR 01-008139 TOTALS							20,000.00
-------------------------	--	--	--	--	--	--	-----------

01-009640	JAILBREAK RACING EVENT	I-1177	02 593-8099	MISC. SPONSOR: JAILBREAK MAY 2019	000063		22,500.00
-----------	------------------------	--------	-------------	-----------------------------------	--------	--	-----------

VENDOR 01-009640 TOTALS							22,500.00
-------------------------	--	--	--	--	--	--	-----------

01-011153	KOOL RIVER MEDIA & ENT	I-72110	02 593-8099	MISC. SPONSOR: MEDIA BUY VETERANS D	143271		1,000.00
-----------	------------------------	---------	-------------	-------------------------------------	--------	--	----------

VENDOR 01-011153 TOTALS							1,000.00
-------------------------	--	--	--	--	--	--	----------

01-016613	PYRO SHOWS OF TEXAS, I	I-19TX000012	02 593-8030	FIREWORKS	: 2018/2019 FIREWORKS	143364	10,000.00
01-016613	PYRO SHOWS OF TEXAS, I	I-19TX000013	02 593-8030	FIREWORKS	: 2018/2019 FIREWORKS	143364	20,000.00
01-016613	PYRO SHOWS OF TEXAS, I	I-19TX000014	02 593-8030	FIREWORKS	: 2018/2019 FIREWORKS	143364	10,000.00

VENDOR 01-016613 TOTALS							40,000.00
-------------------------	--	--	--	--	--	--	-----------

01-020057	TML MULTISTATE IEBP	I-010319	02 593-0081	GROUP INSURAN: JAN 2019 MEDICAL PRE	000057		530.54
-----------	---------------------	----------	-------------	-------------------------------------	--------	--	--------

VENDOR 01-020057 TOTALS							530.54
-------------------------	--	--	--	--	--	--	--------

01-020100	T.M.R.S.	I-010219	02 593-0080	TWRS	: DEC 2018 CITY CONTRI	000058	992.34
-----------	----------	----------	-------------	------	------------------------	--------	--------

VENDOR 01-020100 TOTALS							992.34
-------------------------	--	--	--	--	--	--	--------

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 34

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	I-25683	02 593-8099	MISC. SPONSOR:	50 RED REFLECTIVE BA	143338	787.50
01-020602	TOUCAN GRAPHICS	I-25828	02 593-0101	OFFICE SUPPLI:	2- CONV. ADV. BRD BI	143425	318.00
01-020602	TOUCAN GRAPHICS	I-25833	02 593-0101	OFFICE SUPPLI:	2- CONV. & ADV. BRD	143425	318.00
VENDOR 01-020602 TOTALS							1,423.50
01-023109	LUCINDA KAY WIERENGA	I-SC1018	02 593-8099	MISC. SPONSOR:	HOLIDAY SANDCASTLE V	000059	3,125.00
VENDOR 01-023109 TOTALS							3,125.00
DEPARTMENT 593 EVENTS MARKETING TOTAL:							100,814.38

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 35

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001344	THE ATKINS GROUP	I-INV-13581	02 594-0531	MEDIA PLACEME:	2018/2019 FALL INCRE	000038	3,931.85
VENDOR 01-001344 TOTALS							3,931.85
01-003449	CISION US INC.	I-237041	02 594-0533	MARKETING	: MONITORING SERVICES	143289	8,550.00
VENDOR 01-003449 TOTALS							8,550.00
01-019360	STR, INC.	I-435816	02 594-0530	PROFESSIONAL	: STR ANALYTICS CUSTOM	143332	1,750.00
VENDOR 01-019360 TOTALS							1,750.00

DEPARTMENT 594 MARKETING TOTAL: 14,231.85

VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL: 195,370.09

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 36

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 03 VENUE PROJECT FUND

DEPARTMENT: 597 VENUE PROJECT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004133	DENTON NAVARRO ROCHA B	I-24433	03 597-0530	PROFESSIONAL :	CONTRACT& DOCUMENT R	143356	994.50
VENDOR 01-004133 TOTALS							994.50
DEPARTMENT 597 VENUE PROJECT TOTAL:							994.50
VENDOR SET 03 VENUE PROJECT FUND TOTAL:							994.50

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 37

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003150	CAMERON COUNTY PARKS-A	I-010319	06 565-0560	CAMERON COUNT:	LEASE PAYMENT DEC 20	143350	27.96
					VENDOR 01-003150 TOTALS		27.96
01-003418	JAMES R. MATTHEWS	I-0119	06 565-0415	SERVICE CONTR:	WATER TREATMENT JAN	143382	150.00
					VENDOR 01-003418 TOTALS		150.00
01-003419	DONNELLY HOLDINGS, LTD	I-161435	06 565-0114	MEDICAL :	MISC. FIRST AID SUPP	143383	81.53
					VENDOR 01-003419 TOTALS		81.53
01-004283	ECOLAB INC.	I-1949543	06 565-0415	SERVICE CONTR:	DISHMACHINE RENTAL 1	143386	143.15
					VENDOR 01-004283 TOTALS		143.15
01-005512	EXPRESS SERVICES, INC.	I-21630081	06 565-0530	PROFESSIONAL :	TEMP LABOR, CVB 12/0	143294	618.64
01-005512	EXPRESS SERVICES, INC.	I-21664306	06 565-0530	PROFESSIONAL :	TEMP LABOR, CVB, DEC	143295	130.24
01-005512	EXPRESS SERVICES, INC.	I-21695616	06 565-0530	PROFESSIONAL :	TEMP. LABOR, DEC 23,	143388	260.48
					VENDOR 01-005512 TOTALS		1,009.36
01-006162	JUAN FLORES	I-0000701	06 565-0415	SERVICE CONTR:	LANDSCAPE SERVICE @	000060	1,350.00
					VENDOR 01-006162 TOTALS		1,350.00
01-007115	GEXA ENERGY, LP	I-26905654-4	06 565-0580	ELECTRICITY :	ELECTRIC BILL DATED	143396	27,150.92
					VENDOR 01-007115 TOTALS		27,150.92
01-007120	HELGESON PLUMBING, LLC	I-11737	06 565-0415	SERVICE CONTR:	PROVIDE/INSTALL DRIN	143305	335.00
					VENDOR 01-007120 TOTALS		335.00
01-007600	GULF COAST PAPER CO. I	I-1599749	06 565-0160	LAUNDRY & JAN:	TISSUE,GROUT CLNR, S	143307	217.69
01-007600	GULF COAST PAPER CO. I	I-1606721	06 565-0160	LAUNDRY & JAN:	2-CS DAMP MOP FLR CL	143398	55.34
01-007600	GULF COAST PAPER CO. I	I-1610033	06 565-0160	LAUNDRY & JAN:	TISSUE, TWL, LINERS	143398	495.79
					VENDOR 01-007600 TOTALS		768.82

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 38

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008264	HOLT CAT	I-WIEZ0017112	06 565-0415	SERVICE CONTR:	PM GENERATOR CVB	143308	2,100.00
						VENDOR 01-008264 TOTALS	2,100.00
01-013404	MOUNTAIN GLACIER, LLC	I-0301124540	06 565-0103-01	CONSUMABLES :	BOTTLED WTR DEL. & C 143318		28.50
01-013404	MOUNTAIN GLACIER, LLC	I-0301127872	06 565-0103-01	CONSUMABLES :	BOTTLED WRT DEL. CVB 143404		31.50
						VENDOR 01-013404 TOTALS	60.00
01-016600	PT ISABEL/SO PADRE PRE	I-112918-3	06 565-0540	ADVERTISING :	DISPLAY AD: MAINT. 143324		229.20
						VENDOR 01-016600 TOTALS	229.20
01-017997	RUBEN RAMOS	I-1301	06 565-0415	SERVICE CONTR:	PEST CONTROL CVB 143408		210.00
						VENDOR 01-017997 TOTALS	210.00
01-018154	REPUBLIC SERVICES #863	I-0863001593793	06 565-0581	WATER, SEWER :	7355 PADRE BLVD JAN 143411		751.05
						VENDOR 01-018154 TOTALS	751.05
01-019140	MITEL	I-30239886-1	06 565-0501	COMMUNICATION:	VOIP PHONE SERV. DEC 143328		459.69
01-019140	MITEL	I-30400886-1	06 565-0501	COMMUNICATION:	VOIP PHONE SERV. JAN 143328		457.75
						VENDOR 01-019140 TOTALS	917.44
01-019502	AT&T	I-12032018	06 565-0501	COMMUNICATION:	SERV. 12/03-01/02/19 143334		297.78
						VENDOR 01-019502 TOTALS	297.78
01-019520	AT&T	I-121818	06 565-0501	COMMUNICATION:	LONG DISTANCE SERV.N 143418		47.15
						VENDOR 01-019520 TOTALS	47.15
01-020057	TML MULTISTATE IEBP	I-010319	06 565-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE 000057		5,205.40
						VENDOR 01-020057 TOTALS	5,205.40

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 39

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-010219	06 565-0080	TMRS	: DEC 2018 CITY CONTRI	000058	8,992.87
VENDOR 01-020100 TOTALS							8,992.87
01-020185	TIME WARNER CABLE	I-0029318122818	06 565-0415	SERVICE CONTR:	WIFI, CVB, 1/06-2/05	143424	3,205.94
VENDOR 01-020185 TOTALS							3,205.94
01-021102	UNIFIRST HOLDINGS, INC	I-8412105256	06 565-0130	WEARING APPAR:	UNIFORMS	000042	59.28
01-021102	UNIFIRST HOLDINGS, INC	I-8412105256	06 565-0160	LAUNDRY & JAN:	MOPS, MATS, ETC	000042	112.55
01-021102	UNIFIRST HOLDINGS, INC	I-8412105524	06 565-0510	RENTAL OF EQU:	MISC. TABLE COVERS,	000042	30.34
01-021102	UNIFIRST HOLDINGS, INC	I-8412106088	06 565-0130	WEARING APPAR:	UNIFORMS	000067	59.28
01-021102	UNIFIRST HOLDINGS, INC	I-8412106088	06 565-0160	LAUNDRY & JAN:	MATS, MOPS, ETC	000067	98.99
01-021102	UNIFIRST HOLDINGS, INC	I-8412106852	06 565-0130	WEARING APPAR:	UNIFORMS	000067	50.92
01-021102	UNIFIRST HOLDINGS, INC	I-8412106852	06 565-0160	LAUNDRY & JAN:	UNIFORMS	000067	107.35
01-021102	UNIFIRST HOLDINGS, INC	I-8412107665	06 565-0130	WEARING APPAR:	UNIFORMS,	000067	50.92
01-021102	UNIFIRST HOLDINGS, INC	I-8412107665	06 565-0160	LAUNDRY & JAN:	MATS, MOPS ETC	000067	107.35
VENDOR 01-021102 TOTALS							676.98
01-021226	US BANK VOYAGER FLEET	I-869326488852	06 565-0104	FUELS & LUBRI:	FUEL PURCHASED 11/24	143427	131.10
VENDOR 01-021226 TOTALS							131.10

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 53,841.65

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 53,841.65

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 40

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 09 PARKS, REC & BEAUTIF

DEPARTMENT: 572 GENERAL SERVICES

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-010319	09 572-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	52.05
VENDOR 01-020057 TOTALS							52.05
01-020100	T.M.R.S.	I-010219	09 572-0080	TMRS	: DEC 2018 CITY CONTRI	000058	62.53
VENDOR 01-020100 TOTALS							62.53
DEPARTMENT 572 GENERAL SERVICES TOTAL:							114.58
VENDOR SET 09 PARKS, REC & BEAUTIF TOTAL:							114.58

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 41

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001123	ADVANCE AUTO PARTS	I-2082	30 591-0420	MOTOR VEHICLE: 5- TRANS. FLTR, #38-4	143284		349.95
01-001123	ADVANCE AUTO PARTS	I-6426900262288	30 591-0420	MOTOR VEHICLE: MISC. TIE ROD ENDS	143376		266.88
01-001123	ADVANCE AUTO PARTS	I-6426900462350	30 591-0420	MOTOR VEHICLE: SP TIRE BUF, WHEEL,	143376		145.97
VENDOR 01-001123 TOTALS							762.80
01-004133	DENTON NAVARRO ROCHA B I-24433		30 591-0530	PROFESSIONAL : CONTRACT& DOCUMENT R	143356		55.50
VENDOR 01-004133 TOTALS							55.50
01-007113	G.F. GROUP, INC.	I-121018	30 591-0560	RENTAL : RENT	143303		2,200.00
VENDOR 01-007113 TOTALS							2,200.00
01-012091	CINTAS UNIFORM	I-538156592	30 591-0130	WEARING APPAR: UNIFORMS TRANSIT DRI	143311		123.34
01-012091	CINTAS UNIFORM	I-538158650	30 591-0130	WEARING APPAR: UNIFORMS TRANSIT DRI	143400		123.34
01-012091	CINTAS UNIFORM	I-538160714	30 591-0130	WEARING APPAR: UNIFORMS TRANSIT DR	143400		123.34
01-012091	CINTAS UNIFORM	I-538162760	30 591-0130	WEARING APPAR: UNIFORMS-TRANIST DRI	143400		123.34
VENDOR 01-012091 TOTALS							493.36
01-013371	DIEGO MORENO	I-120718	30 591-0530	PROFESSIONAL : REIMBURSE COST OF ME	143316		80.00
VENDOR 01-013371 TOTALS							80.00
01-016186	LUIS ISRAEL PEREZ	I-3017-18	30 591-0420	MOTOR VEHICLE: 7 UNITS WASHED, #37-	143273		245.00
01-016186	LUIS ISRAEL PEREZ	I-3018-1	30 591-0420	MOTOR VEHICLE: 7 UNITS WASHED #37-4	143407		245.00
01-016186	LUIS ISRAEL PEREZ	I-3020	30 591-0420	MOTOR VEHICLE: 7 UNITS WASHED, 337-	143407		245.00
VENDOR 01-016186 TOTALS							735.00
01-018154	REPUBLIC SERVICES #863 I-0863001592151		30 591-0581	WTR/SWR/GARBA: 4501 PADRE BLVD , JA	143411		35.18
VENDOR 01-018154 TOTALS							35.18
01-019140	MITEL	I-30239886-1	30 591-0501	COMMUNICATION: VOIP PHONE SERV. DEC	143328		164.80
01-019140	MITEL	I-30400886-1	30 591-0501	COMMUNICATION: VOIP PHONE SERV. JAN	143328		164.77
VENDOR 01-019140 TOTALS							329.57

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 42

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019502	AT&T	I-12032018-1	30 591-0501	COMMUNICATION: SERV.	12/03 -1/02/19	143334	135.62
VENDOR 01-019502 TOTALS							135.62
01-020057	TML MULTISTATE IEBP	I-010319	30 591-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	7,828.10
VENDOR 01-020057 TOTALS							7,828.10
01-020100	T.M.R.S.	I-010219	30 591-0080	TMRS	: DEC 2018 CITY CONTRI	000058	6,954.94
VENDOR 01-020100 TOTALS							6,954.94
01-020235	TEXAS ALCOHOL & DRUG T	I-161308	30 591-0530	PROFESSIONAL :	SCREENING MOBILE COL	143337	225.86
01-020235	TEXAS ALCOHOL & DRUG T	I-161311	30 591-0530	PROFESSIONAL :	NEW HIRE SCREENING,	143337	35.00
VENDOR 01-020235 TOTALS							260.86
01-020602	TOUCAN GRAPHICS	I-25500	30 591-0533	MARKETING	: ART SERVICE= PI ASPI	143276	75.00
01-020602	TOUCAN GRAPHICS	I-25749	30 591-0533	MARKETING	: ART SERV. :ADDING ID	143276	35.00
VENDOR 01-020602 TOTALS							110.00
01-021226	US BANK VOYAGER FLEET	I-869326488852	30 591-0104	FUELS & LUBRI:	FUEL PURCHASED 11/24	143427	7,934.43
VENDOR 01-021226 TOTALS							7,934.43
DEPARTMENT 591 SPI METRO TOTAL:							27,915.36

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 43

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-010319	30 595-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	1,561.62
VENDOR 01-020057 TOTALS							1,561.62
01-020100	T.M.R.S.	I-010219	30 595-0080	TMRS	: DEC 2018 CITY CONTRI	000058	794.95
VENDOR 01-020100 TOTALS							794.95
DEPARTMENT 595 METRO CONNECT						TOTAL:	2,356.57
VENDOR SET 30 TRANSPORTATION						TOTAL:	30,271.93

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 44

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 41 PADRE BLVD IMPROVEMENT

DEPARTMENT: 562 PUBLIC WORKS

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004050	TERRACON CONSULTANTS,	I-TB50553	41 562-9075	CONSTRUCTION :	GEOTECHNICAL SERVICE	143385	1,020.00
						VENDOR 01-004050 TOTALS	1,020.00
01-007007	G & T PAVING, LLC	I-2-18	41 562-0530	PROFESSIONAL :	PHASE II ST. WIDENDI	000039	120,898.58
						VENDOR 01-007007 TOTALS	120,898.58
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234000-1118	41 562-0530	PROFESSIONAL :	GULF BLVD./SIDE ST.	000064	1,487.15
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234007-1118	41 562-0530	PROFESSIONAL :	MASTER DRAINAGE PLAN	000064	49,827.00
						VENDOR 01-011149 TOTALS	51,314.15
01-013304	MILLENNIUM ENGINEERS G	I-18-11-0082	41 562-0530	PROFESSIONAL :	MATERIAL TESTING SER	143315	2,551.26
						VENDOR 01-013304 TOTALS	2,551.26
01-018162	REIM CONSTRUCTION	I-07	41 562-9075	CONSTRUCTION :	CHANGE ORDER#1	143412	85,866.38
01-018162	REIM CONSTRUCTION	I-07-1	41 562-9075	CONSTRUCTION :	2018 ST.RECONSTRUCTI	143412	113,251.20
01-018162	REIM CONSTRUCTION	I-08	41 562-9075	CONSTRUCTION :	CHANGE ORDER#1	143412	54,053.05
01-018162	REIM CONSTRUCTION	I-08-1	41 562-9075	CONSTRUCTION :	2018 ST.RECONSTRUCTI	143412	113,036.41
						VENDOR 01-018162 TOTALS	366,207.04
01-022169	VALLEY STRIPING CORP.	I-2561	41 562-9075	CONSTRUCTION :	STRIPING L BLVD/AJAC	143342	9,950.00
						VENDOR 01-022169 TOTALS	9,950.00
						DEPARTMENT 562 PUBLIC WORKS TOTAL:	551,941.03
						VENDOR SET 41 PADRE BLVD IMPROVEMENT TOTAL:	551,941.03

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 45

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 POLICE

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-010319	60 521-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	130.13
VENDOR 01-020057 TOTALS							130.13
01-020100	T.M.R.S.	I-010219	60 521-0080	TMRS	: DEC 2018 CITY CONTRI	000058	305.26
VENDOR 01-020100 TOTALS							305.26
DEPARTMENT 521 POLICE						TOTAL:	435.39

VENDOR SET: 01 City of South Padre Island
 FUND : 60 BEACH MAINTENANCE FUND
 DEPARTMENT: 522 BEACH PATROL
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
 PAY DATE RANGE: 12/17/2018 THRU 1/11/2019
 BUDGET TO USE: CB-CURRENT BUDGET

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

01-013124 MARINE RESCUE PROD. IN I-47448 60 522-0150 MINOR TOOLS & WHISTLES, LANYARDS, 143362 311.95

VENDOR 01-013124 TOTALS 311.95

01-020057 TML MULTISTATE IEPP I-010319 60 522-0081 GROUP INSURAN: JAN 2019 MEDICAL PRE 000057 650.67

VENDOR 01-020057 TOTALS 650.67

01-020100 T.M.R.S. I-010219 60 522-0080 TMS : DEC 2018 CITY CONTRI 000058 1,043.44

VENDOR 01-020100 TOTALS 1,043.44

01-021226 US BANK VOYAGER FLEET I-869326488852 60 522-0104 FUEL & LUBRIC: FUEL PURCHASED 11/24 143427 23.58

VENDOR 01-021226 TOTALS 23.58

DEPARTMENT 522 BEACH PATROL TOTAL: 2,029.64

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 47

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-010319	60 532-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	79.58
VENDOR 01-020057 TOTALS							79.58
01-020100	T.M.R.S.	I-010219	60 532-0080	TMRS	: DEC 2018 CITY CONTRI	000058	143.77
VENDOR 01-020100 TOTALS							143.77
DEPARTMENT 532 ENVIRONMENTAL HEALTH TOTAL:							223.35

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 48

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001236	ALLTERRA CENTRAL, INC.	I-0036889-IN	60 560-0510	BEACH MAINTEN:	TRIMBLE EQUIPMENT WA	143285	1,001.32
VENDOR 01-001236 TOTALS							1,001.32
01-004133	DENTON NAVARRO ROCHA B	I-24431	60 560-0530	PROFESSIONAL :	PROF.SERV. LA CONCHA	143354	1,054.50
VENDOR 01-004133 TOTALS							1,054.50
01-008137	BRANDON HILL	I-122018	60 560-0102	LOCAL MEETING:	REIMBURSE: LUNCH MTN	000043	47.87
VENDOR 01-008137 TOTALS							47.87
01-009845	JOLVAZ, LLC	I-5263	60 560-0510	BEACH MAINTEN:	Rocks for Treasure I	143361	1,860.00
VENDOR 01-009845 TOTALS							1,860.00
01-019119	SEA TURTLE, INC.	I-112818-01	60 560-0530	PROFESSIONAL :	FIELD TRIP FOR 47..O	143413	188.00
01-019119	SEA TURTLE, INC.	I-112818-02	60 560-0530	PROFESSIONAL :	FIELD TRIP FOR 38 NO	143413	152.00
VENDOR 01-019119 TOTALS							340.00
01-020057	TML MULTISTATE IEBP	I-010319	60 560-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	4,762.94
VENDOR 01-020057 TOTALS							4,762.94
01-020100	T.M.R.S.	I-010219	60 560-0080	TMRS	: DEC 2018 CITY CONTRI	000058	3,724.24
VENDOR 01-020100 TOTALS							3,724.24
01-021226	US BANK VOYAGER FLEET	I-869326488852	60 560-0104	FUEL & LUBRIC:	FUEL PURCHASED 11/24	143427	897.06
VENDOR 01-021226 TOTALS							897.06

DEPARTMENT 560	BEACH MAINTENANCE	TOTAL:	13,697.93
----------------	-------------------	--------	-----------

VENDOR SET 60	BEACH MAINTENANCE FUND	TOTAL:	16,376.31
---------------	------------------------	--------	-----------

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 49

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 61 BEACH ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020604	GUADALUPE TORRES	I-122618	61 543-9075-01	CONSTRUCTION	: Paving Moonlight	143371	4,758.00
VENDOR 01-020604 TOTALS							4,758.00
DEPARTMENT 543 PUBLIC WORKS TOTAL:							4,758.00
VENDOR SET 61 BEACH ACCESS FUND TOTAL:							4,758.00

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 50

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 560 SHORELINE

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-010319	62 560-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	520.54
VENDOR 01-020057 TOTALS							520.54
01-020100	T.M.R.S.	I-010219	62 560-0080	TMRS	: DEC 2018 CITY CONTRI	000058	255.18
VENDOR 01-020100 TOTALS							255.18
DEPARTMENT 560 SHORELINE						TOTAL:	775.72
VENDOR SET 62 BAY ACCESS FUND						TOTAL:	775.72

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 51

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 65 CAPITAL REPLACEMENT FUND

DEPARTMENT: 572 ** INVALID DEPT **

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006181	FOX MECHANICAL	I-1005	65 572-1001	BUILDINGS & S:	MISC. LABOR CHARGES	143268	13,292.99
VENDOR 01-006181 TOTALS							13,292.99

DEPARTMENT 572 ** INVALID DEPT ** TOTAL: 13,292.99

VENDOR SET 65 CAPITAL REPLACEMENT FUND TOTAL: 13,292.99

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 52

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-010219-1	80 2470	T.M.R.S.	: EDC: DEC 2018 CONTRI	000058	327.22
VENDOR 01-020100 TOTALS							327.22
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:		327.22

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 53

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006111	AIM MEDIA TEXAS OPERAT	I-40018939-1218	80 580-0540	ADVERTISING	: EDC: AD FOR ART BUSI	143390	456.00
VENDOR 01-006111 TOTALS							456.00
01-012097	DARLA LAPEYRE	I-122118	80 580-0102	LOCAL MEETING:	LOCAL MTNGS 11/29- 1	000054	78.57
01-012097	DARLA LAPEYRE	I-122118	80 580-0550	TRAVEL	: AUSTIN TRIP; DEC 7,	000054	55.56
01-012097	DARLA LAPEYRE	I-122118	80 580-0108	POSTAGE	: POSTAGE STAMPS FOR E	000054	20.00
VENDOR 01-012097 TOTALS							154.13
01-013373	MARIO MORALES	I-121118	80 580-9178	DESIGNATED PR:	EDC:STUCCO PREP FOR	143272	750.00
01-013373	MARIO MORALES	I-121118-1	80 580-9178	DESIGNATED PR:	EDC:SUPPLIES FOR MUR	143317	1,000.00
VENDOR 01-013373 TOTALS							1,750.00
01-019313	SPI BIRDING AND NATURE	I-122018	80 580-9181	BNC CASH ADVA:	EDC: REIMBURSE FOR H	143330	5,550.00
VENDOR 01-019313 TOTALS							5,550.00
01-020057	TML MULTISTATE IEBP	I-010319	80 580-0081	GROUP INSURAN:	JAN 2019 MECICAL PRE	000057	520.54
VENDOR 01-020057 TOTALS							520.54
01-020100	T.M.R.S.	I-010219-1	80 580-0080	TMRS	: EDC: DEC 2018 CONTRI	000058	610.04
VENDOR 01-020100 TOTALS							610.04
01-020165	TEXAS ECONOMIC DEVELOP	I-9607	80 580-0513	TRAINING EXPE:	EDC: WEBINAR: TECHNO	143423	79.00
01-020165	TEXAS ECONOMIC DEVELOP	I-9608	80 580-0513	TRAINING EXPE:	EDC:WEBINAR:HOW ATTR	143423	79.00
01-020165	TEXAS ECONOMIC DEVELOP	I-9609	80 580-0513	TRAINING EXPE:	EDC:WEBINAR: TALENT	143423	79.00
VENDOR 01-020165 TOTALS							237.00
01-020602	TOUCAN GRAPHICS	I-24534	80 580-0540	ADVERTISING	: EDC:ART SERV./PRINTI	143425	30.00
01-020602	TOUCAN GRAPHICS	I-25598	80 580-0540	ADVERTISING	: 5 X 3 BANNER/LOGO,	143425	120.16
01-020602	TOUCAN GRAPHICS	I-25782	80 580-0540	ADVERTISING	: EDC: AD FOR ART BUSI	143338	300.00
01-020602	TOUCAN GRAPHICS	I-25848	80 580-0101	OFFICE SUPPLI:	EDC:2- ENGRAVED NAME	143425	27.11
VENDOR 01-020602 TOTALS							477.27

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 54

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-1	TOWN PRESS MEDIA	I-INV-002651	80 580-0180	INFORMATION T: EDC: BASIC SOCIAL ME		143436	199.00
						VENDOR 01-1 TOTALS	199.00
DEPARTMENT 580 EDC						TOTAL:	9,953.98

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 55

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 583 BNC BUILDING FACILITY

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019138	SHEPARD, WALTON , KING I-121118		80 583-0520	INSURANCE	: EDC:INSURANCE RENEWA	143327	40,975.20
						VENDOR 01-019138 TOTALS	40,975.20

DEPARTMENT 583 BNC BUILDING FACILITY TOTAL: 40,975.20

VENDOR SET 80 ECONOMIC DEVELOPMENT CORPTOTAL: 51,256.40

1/09/2019 5:06 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 56

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 82 BNC FACILITY MAINTENANCE

DEPARTMENT: 583 BNC BUILDING FACILITY

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

PAY DATE RANGE: 12/17/2018 THRU 1/11/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007128	GUSTAVO GONZALEZ JR.	I-002-C	82 583-0411	BUILDINGS & S:	WINDOW REPAIR AT THE 143279		1,200.00
VENDOR 01-007128 TOTALS							1,200.00
01-1	DIEGO DRYWALL & PAINT	I-122118	82 583-0411	BUILDINGS & S:	DIEGO DRYWALL & PAINT 143345		500.00
VENDOR 01-1 TOTALS							500.00
DEPARTMENT 583 BNC BUILDING FACILITY TOTAL:							1,700.00
VENDOR SET 82 BNC FACILITY MAINTENANCE TOTAL:							1,700.00
REPORT GRAND TOTAL:							1,299,035.26

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

MEETING DATE: January 16, 2019

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance

ITEM

Approve Resolution No. 2019-01 authorizing certain persons to sign checks and other necessary transactions for same.

ITEM BACKGROUND

This is to update the City's financial institutions with current list and signatures of who is authorized to sign on behalf of the City. The list consists of Mayor, Mayor Pro-tem, Assistant City Manager, City Secretary and Chief Financial Officer.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Approve Resolution No. 2019-01.



RESOLUTION NO. 2019-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS AND OTHER NECESSARY TRANSACTIONS FOR SAME

WHEREAS, It is necessary that accounts be maintained for the payment of expenses of the City of South Padre Island and the deposit/transfer of moneys received; and

WHEREAS, it is necessary that certain persons be authorized to sign for deposit, withdrawal or transfer of funds from said accounts.

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

Section 1. The City of South Padre Island wishes to sign checks, withdraw, deposit and transfer funds and gives authorization to do so by passage of this Resolution.

I

Section 2. Required on all transactions shall be two signatures, any two of the following: Mayor, Mayor Pro-Tem, Assistant City Manager, City Secretary, or Chief Financial Officer.

Dennis Stahl, Mayor

Ken Medders Jr., Mayor Pro-tem

Darla Jones, Assistant City Manager

Susan M. Hill, City Secretary

Rodrigo Gimenez, Chief Financial Officer

Section 3. This resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED ON JANUARY 16, 2019.

ATTEST:

Dennis Stahl, Mayor

Susan Hill, City Secretary

5-13

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

MEETING DATE: January 16, 2019

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance Department

ITEM

Approve a payment plan request of Hotel Occupancy Tax including penalties and applicable interest in the amount of \$72,194.39 due from Coastal Lifestyles.

ITEM BACKGROUND

A payment plan was submitted to the Finance Department from Coastal Lifestyles. The request covers HOT for both July & August 2018 taxes. The total, including penalties and interest, is broken down by month as follows: \$50,179.46 for July 2018, and \$22,014.93 for August 2018.

City staff does not have authority to grant such requests.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve payment plan request.

PO BOX 830725
BIRMINGHAM, AL 35283-0725



COASTAL LIFESTYLES INC
5312 PADRE BLVD SUITE C
SOUTH PADRE ISLAND, TX 78597

LATE/UNDERPAID

TAXPAYER ID: 286047

INVOICE DATE: 1/16/2019

Jurisdiction	Tax Type	Tax Period	NET SALES	GROSS TAX DUE	AMT PAID	DIFFERENCE	*Penalty	*Interest	Amount Due
8011 South Padre Island	30-11	07/2018	\$398,040.70	\$ 33,833.46	\$ -	\$ 33,833.46	\$ 5,075.02	\$ 1,712.99	\$ 40,621.47
8011 South Padre Island	9-11	07/2018	\$398,040.70	\$ 7,960.81	\$ -	\$ 7,960.81	\$ 1,194.12	\$ 403.06	\$ 9,557.99
8011 South Padre Island	30-11	08/2018	\$176,125.00	\$ 14,970.63	\$ -	\$ 14,970.63	\$ 2,245.59	\$ 605.39	\$ 17,821.61
8011 South Padre Island	9-11	08/2018	\$176,125.00	\$ 3,522.50	\$ -	\$ 3,522.50	\$ 528.38	\$ 142.44	\$ 4,193.32
								Amount to be paid:	\$72,194.39

Remit To: Avenu Insights & Analytics
PO Box 830725
Birmingham, AL 35283-0725

If you have questions regarding this invoice, please call an Avenu Representative at 866-240-3665

*The return(s) for the jurisdiction and period(s) listed above were late and/or underpaid. For information regarding municipal penalties and/or interest for Hotel Occupancy Tax, please visit our website at www.revds.com. (Taxpayer - Texas - Taxpayer Forms)

In order to avoid further collection action payment must be received within 10 days. Questions, call (866) 240-3665.

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional back fees that will accrue due to the resubmission of the returned item. please see the full returned check policy at www.revds.com/taxpayer/return-check-disclaimer.

5-15



January 16, 2019

Coastal Lifestyles, Inc.
5312 Padre Boulevard Suite C
South Padre Island, TX 78597

Attention – Arnie Creinin

Re: Hotel Occupancy Tax (HOT) and Venue Payment Plan Agreement

This letter confirms the City of South Padre Island and Cameron County agreement with the above noted taxpayer, in which they acknowledge their indebtedness to the city and county as specified below and promise to pay the amount due in monthly installments as follows:

DELINQUENT PERIODS JULY 2018 & AUGUST 2018

AMOUNT DUE

SOUTH PADRE ISLAND (HOT)	\$ 58,443.08
SOUTH PADRE ISLAND (VENUE)	\$ 13,751.31
CAMERON COUNTY (VENUE)	\$ 3,437.82
TOTAL AMOUNT DUE	\$ 75,632.21

PAYMENT SCHEDULE: AS FOLLOWS

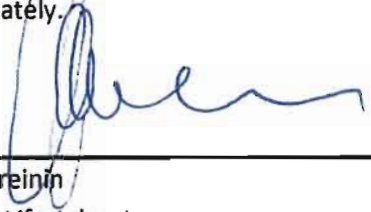
January 30, 2019	\$ 2,500.00
February 15, 2019	\$ 2,500.00
March 15, 2019	\$ 5,000.00
April 15, 2019	\$ 5,000.00
May 15, 2019	\$ 10,000.00
June 15, 2019	\$ 10,000.00
July 15, 2019	\$ 10,000.00
August 15, 2019	\$ 10,000.00
September 15, 2019	\$ 10,000.00
October 15, 2019	\$ 10,632.21

The payment plan is contingent upon receipt of the signed payment plan agreement and the first payment is due by January 30, 2019

576

Interest will not continue to accrue on the outstanding tax balance. Payments are due on the 15th of each month. Payments shall be deemed delinquent if not received in our office before the close of business on the payment due date. Coastal Lifestyles, Inc. shall not allow the current Hotel Occupancy Tax payments to become delinquent. The current HOT payments shall be paid timely and in a consistent manner.

If any scheduled payment related to this agreement or any regularly required HOT return related to the taxpayer's ongoing business is deemed delinquent during the term of this agreement, the agreement shall be in default, and the entire amount of tax, penalty and interest owed shall be due and payable immediately.



Arnie Creinin
Coastal Lifestyles, Inc.

Avenue Insights & Analytics
Administered Agent for South Padre Island/Cameron County

5-17



TO: Coastal Lifestyles, Inc.
 5312 Padre Boulevard #C
 South Padre Island, TX 78597

ID#: 286047

CODE	JURISDICTION NAME	TAX TYPE & RATE CODE	Due Date	Amount Due	PAYMENTS RECEIVED	BALANCE DUE
	TOTAL AMOUNT DUE			\$ 58,443.08		
8011	South Padre Island, TX	30-11	1/30/2019	\$ 1,931.82		
8011	South Padre Island, TX	30-11	2/15/2019	\$ 1,931.82		
8011	South Padre Island, TX	30-11	3/15/2019	\$ 3,863.64		
8011	South Padre Island, TX	30-11	4/15/2019	\$ 3,863.64		
8011	South Padre Island, TX	30-11	5/15/2019	\$ 7,727.27		
8011	South Padre Island, TX	30-11	6/15/2019	\$ 7,727.27		
8011	South Padre Island, TX	30-11	7/15/2019	\$ 7,727.27		
8011	South Padre Island, TX	30-11	8/15/2019	\$ 7,727.27		
8011	South Padre Island, TX	30-11	9/15/2019	\$ 7,727.27		
8011	South Padre Island, TX	30-11	10/15/2019	\$ 8,215.81		
					\$ -	\$ 58,443.08

Total Amount Due	\$ 58,443.08
-------------------------	---------------------

If you should have any questions or if you need additional information, please call 1-800-556-7274

5-18



TO: Coastal Lifestyles, Inc.
 5312 Padre Boulevard #C
 South Padre Island, TX 78597

ID#: 286047

CODE	JURISDICTION NAME	TAX TYPE & RATE CODE	Due Date	Amount Due	PAYMENTS RECEIVED	BALANCE DUE
	TOTAL AMOUNT DUE			\$ 13,751.31		
8011	South Padre Island, TX	9-11	1/30/2019	\$ 454.54		
8011	South Padre Island, TX	9-11	2/15/2019	\$ 454.54		
8011	South Padre Island, TX	9-11	3/15/2019	\$ 909.09		
8011	South Padre Island, TX	9-11	4/15/2019	\$ 909.09		
8011	South Padre Island, TX	9-11	5/15/2019	\$ 1,818.18		
8011	South Padre Island, TX	9-11	6/15/2019	\$ 1,818.18		
8011	South Padre Island, TX	9-11	7/15/2019	\$ 1,818.18		
8011	South Padre Island, TX	9-11	8/15/2019	\$ 1,818.18		
8011	South Padre Island, TX	9-11	9/15/2019	\$ 1,818.18		
8011	South Padre Island, TX	9-11	10/15/2019	\$ 1,933.15		
					\$ -	\$ 13,751.31

Total Amount Due	\$ 13,751.31
-------------------------	---------------------

If you should have any questions or if you need additional information, please call 1-800-556-7274

5-19

<p align="center">CITY OF SOUTH PADRE ISLAND CITY COUNCIL MEETING AGENDA REQUEST FORM</p>

MEETING DATE: January 16, 2019

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance Department

ITEM

Approve a budget amendment in the amount of \$254,217 for equipment/services approved to be purchased with General Fund excess reserves during the budget process.

ITEM BACKGROUND

During the City Council Budget Workshop held on 6-20-2018, staff presented a list of purchases that would be purchased subject to availability of General Fund excess reserves.

Description	Amount
1- Ambulance	\$ 130,717.00 *
2- (a) Irrigation Booster Pump - \$30,000	
(b) Irrigation System - \$40,000	\$ 70,000.00
3- Laptops for PD	\$ 5,000.00
4- Scag Mower for PW	\$ 9,000.00
5- Mentalix Mugshot for PD	\$ 2,000.00
6- Carlson Survey Software for PW	\$ 1,500.00
7- Storm Sewer Vacuuming and Jetting	\$ 36,000.00
Total	<u><u>\$ 254,217.00</u></u>

* Original amount requested: \$150,000

This list was shared again with City Council during the workshop held on December 17 at the Convention Center.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-540-1007 (Motor Vehicles) by \$130,717
Increase line item 01-543-1004 (Machinery & Equip. - Capital Outlay) by \$70,000
Increase line item 01-515-0410 (Machinery & Equip.) by \$5,000
Increase line item 01-515-1004 (Machinery & Equip. – Capital Outlay) by \$9,000
Increase line item 01-515-0410 (Machinery & Equip.) by \$2,000
Increase line item 01-515-0190 (Software) by \$1,500
Increase line item 01-543-0417 (Storm Sewers) by \$36,000

The estimated level of General Fund excess reserves is approximately \$1.2 million

COMPREHENSIVE PLAN GOAL

Chapter VIII. GOAL 1: While balancing with the budget, the City should continue to support the needs of the Police and Fire Departments to ensure adequate protection of the population.

Chapter IV. GOAL 3: The City shall maintain appropriate level of public services to meet the needs of future growth.

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: January 16, 2019

NAME & TITLE: Dennis Stahl, Mayor

DEPARTMENT: City Council

ITEM

Approve a budget amendment in the amount of \$40,000 for professional services and expenses associated with the City Manager recruitment process.

ITEM BACKGROUND

During the special City Council meeting held on December 28, 2018; City Council approved the allocation of funds for the City Manager recruitment process. This includes \$29,500 for professional services associated with the proposal from Ralph, Andersen and Associates and \$10,500 for estimated expenditures associated with on-site interviews and consultant travel.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-572-0530 (Professional Services) by \$40,000
The current level of excess reserves in the General Fund is approximately \$1.2 million

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: January 16, 2019

NAME & TITLE: Clifford Cross, Planning Director

DEPARTMENT: Planning Department

ITEM

Approve a budget amendment in the amount of \$5,000 to accept a donation from the Tony Hawk Foundation to assist in the construction of the proposed skate park as part of phase II of the Tompkins Park project.

ITEM BACKGROUND

Planning staff applied for and received a donation of \$5,000 from the Tony Hawk foundation to assist in the construction of the proposed skate park. Staff is now requesting the deposit of these funds and that they be earmarked for the proposed skate park project. Staff will continue to report in compliance with the donation guidelines.

BUDGET/FINANCIAL SUMMARY

Increase line item 09-48047 (Contributions to City Park) by \$5,000
Increase line item 09-572-9177 (Park Improvements) by \$5,000

The current unencumbered balance of the Park Improvements line item is approximately \$133,970 and the proposed amendment will raise that total unencumbered balance to \$138,970.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENT



TONY HAWK FOUNDATION

1 August 2018

City of South Padre Island, Texas
4601 Padre Boulevard
South Padre Island, TX 78597
Attn: Clifford Cross

Dear Clifford,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$5,000 to assist in the **design and construction** of your public, non-profit skatepark in South Padre Island. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
 - a. The construction and operation of the skateboard parks, and
 - b. The implementation of any information or advice given to you by the Foundation.
2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skateparks are not operational within **three (3)** years of the date of this agreement, or if in the Foundation's sole judgment:
 - a. Grant funds or income arising from the grant have been used for purposes other than the design and construction of the skatepark, as described above; or
 - b. Your organization has failed to comply with any of the terms of the grant.
3. You agree to provide a written progress report (via THF's online questionnaire) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.
4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
5. You agree NOT to expend Tony Hawk Foundation grant funds:
 - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or
 - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)

5-24

6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of City of South Padre Island, Texas, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.
8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skateparks, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skateparks.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than 90 days from the date of this agreement.

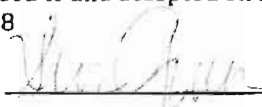
After we've received the signed original of this letter, we'll send you the check. **Please use this address: 1611-A S. Melrose DR #360, Vista, CA 92081.**

Sincerely,



Miki Vuckovich
Executive Director
Tony Hawk Foundation

Agreed to and accepted on behalf of City of South Padre Island, Texas this 1 day of Nov 2018

By:  (signature)

Name: Susan Guthrie

Title: City Manager

The check to be made payable to: City of South Padre Island, Texas

Address and name of the person to whom the check should be mailed: _____

City of South Padre Island
Attention: Clifford Cross, City Planner
4601 Padre Blvd
South Padre Island, TX 78597

5.25



TONY HAWK FOUNDATION

City of South Padre Island, Texas
4601 Padre Boulevard
South Padre Island, TX 78597
Attn: Clifford Cross

29 November 2018

Dear Clifford,

Enclosed please find the Tony Hawk Foundation grant check in the amount of \$5,000 to be applied toward the construction of your public skatepark in South Padre Island.

The Tony Hawk Foundation Board Of Directors is very pleased to be able to assist your skatepark program. We look forward to the park's eventual opening, and to hearing from you about its progress in your twice-annual reports. Please also be in touch if we can assist you through the skatepark process.

Best Regards,

Peter Whitley
Programs Director

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

MEETING DATE: January 16, 2019

NAME & TITLE: Susan Guthrie, City Manager

DEPARTMENT: City Manager's Office

ITEM

Approve designating the Polar Bear Crossing sign formerly located at Amberjack Street and Gulf Boulevard as surplus property.

ITEM BACKGROUND

Each year, on January 1 at 12 noon, the SPI Polar Bear Club take their annual dip in the Gulf of Mexico on South Padre Island. This tradition was formerly held at the beach located by Boomerang Billy's Beach Bar located at 2612 Gulf Boulevard and has since moved to Clayton's Beach Bar located at 6900 Padre Boulevard.

Years ago, the Polar Bear Crossing sign was dedicated for this event and erected close to Boomerang Billy's by Amberjack Street and Gulf Boulevard. A citizen has asked if the City Council would declare the Polar Bear Crossing sign as surplus property and be awarded to Blain McCulloch who first organized the SPI Polar Bear Club annual event as recognition for his work to establish this important event.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____

NO: _____

Approved by Legal: YES: _____

NO: _____

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: January 16, 2019

NAME & TITLE: Joe Ricco, Council Member

DEPARTMENT: City Council

ITEM

Approve Resolution No. 2019-02 revising Resolution No. 2018-35 to include members from the tourism, hospitality and events industry for the newly created Special Events Committee.

ITEM BACKGROUND

In reviewing the resolution creating the Special Events Committee, it would be in the best interest of the City to include members not only from the tourism industry, but from the hospitality and events industry as well. The resolution presented to you tonight reflects this change.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Recommend approval of Resolution No. 2019-02.



RESOLUTION NO. 2019-02

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH PADRE ISLAND, TEXAS, REVISING RESOLUTION NO.
2018-35 TO INCLUDE MEMBERS FROM THE TOURISM,
HOSPITALITY AND EVENTS INDUSTRY FOR THE SPECIAL
EVENTS COMMITTEE TO REVIEW AND MAKE
RECOMMENDATIONS ON EVENTS THAT WILL PROMOTE
TOURISM**

WHEREAS, The City Council established the Special Events Committee to assist and make recommendations to the Convention and Visitors Advisory Board on events that will promote tourism; and

WHEREAS, The Special Events Committee consisted of seven (7) members from the tourism industry; and,

WHEREAS, The City Council wishes to extend the scope of membership to include members from the tourism, hospitality and events industry;

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

Section 1. The Special Events Committee members shall be appointed by the City Council and shall consist of seven (7) members from the tourism, hospitality and events industry.

Section 2. All terms shall be for a two year staggered terms with four of the appointees to be for two (2) year terms and three (3) appointees will be for a one (1) year term in order to create the staggered term. Thereafter all appointments will be for two (2) year terms. Terms begin on January 1st and expire two (2) years later on December 31st. If an appointment is to fill an existing term, it shall only be until its expiration.

PASSED, APPROVED AND ADOPTED on this the 16th day of January 2019.

CITY OF SOUTH PADRE ISLAND, TEXAS

Dennis Stahl, Mayor

ATTEST:

Susan M. Hill, City Secretary

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

MEETING DATE: January 16, 2019

NAME & TITLE: Clifford Cross, Planning Director

DEPARTMENT: Planning Department

ITEM

Approve second and final reading of Ordinance No. 18-28 providing for a Specific Use Permit for the outdoor amusement at Padre Island unsubdivided abst 260 (Ling Street); referring to the Specific Use Permit by making a reference in the Zoning Map of the City.

ITEM BACKGROUND

First reading of Ordinance No. 18-28 was approved by City Council at their regular meeting on December 19, 2018. The applicant seeks a specific use permit to operate outdoor amusement amenities/rides within a 7,500 square foot closed portion of West Ling Street. As a result, of the property location within the Entertainment District Core, Table 5-1, Section 20-8-1 Appendix "Z" of the South Padre Island Zoning Ordinance requires a specific use permit be granted and public hearings be conducted before the Planning Commission and City Council.

BUDGET/FINANCIAL SUMMARY

Not Applicable – There is no budget/financial impact associated with this proposed use.

COMPREHENSIVE PLAN GOAL

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

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

ORDINANCE NO. 18-28

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, PROVIDING FOR A SPECIFIC USE PERMIT FOR OUTDOOR AMUSEMENT AT PADRE ISLAND UNSUBDIVIDED ABST 260; REFERRING TO THE SPECIFIC USE PERMIT BY MAKING A REFERENCE IN THE ZONING MAP OF THE CITY OF SOUTH PADRE ISLAND, TEXAS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF UP TO TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH VIOLATION; PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.

WHEREAS, the City Council of the City of South Padre Island ("City Council"), conducted a public hearing wherein a request was made by South Padre Redevelopment Company (the "Applicant") to allow a Specific Use Permit for "Outdoor Amusement" operations on a tract of land zoned District "EDC" (Entertainment District Core);

WHEREAS, the City Council has investigated and determined the City of South Padre Island, Texas ("City") should refer to the Specific Use Permit by making a reference in the Zoning Map as provided herein and pursuant to a notice being duly posted according to law,

WHEREAS, the tract of land subject to the Specific Use Permit is in the City of South Padre Island, Texas, being a 7,500 square foot closed portion of West Ling Street, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of the City, including but not limited to the Zoning Ordinance, and has further agreed to comply with the additional restrictions set forth herein;

WHEREAS, the City Council has investigated and determined that it would be fair to accommodate the Outdoor Amusement operations by granting the Specific Use Permit;

WHEREAS, the Planning and Zoning Commission of the City and the City Council, in compliance with the laws of the State of Texas and the requirements of Sec. 20-18 of the City Code of Ordinances (Zoning) have given requisite notice by publication and otherwise, and holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Specific Use Permit should be referenced on the Zoning Map as required by Section 20-24 of the City Code of Ordinance;

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

Section 1. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. The locations of the Specific Use Permit are referenced on the Zoning Map as shown on Exhibit "A".

Section 3. Applicant is granted a Specific Use Permit to allow for the operation of the identified outdoor amusement facility based upon the following conditions;

1. The outdoor amusement operation is limited to the addition of the Ferris Wheel attached in Exhibit "B";
2. The specific use permit is contingent upon the temporary closure of West Ling Street as identified in the "Metes and Bounds Description attached in Exhibit "A";
3. The applicant shall ensure each amusement ride is inspected annually by a licensed amusement ride inspector, as registered by the Texas Department of Insurance;
4. This Specific Use Permit shall not be retained with the property upon transfer of ownership or the removal of the street closure identified in the Metes and Bounds Description attached in Exhibit "A";

Section 4. Applicant is granted a Specific Use Permit to allow operation of Outdoor Amusement operations subject to the aforementioned conditions.

Section 5. All terms of this Specific Use Permit shall be complied with prior to issuance of a certificate of occupancy and shall be maintained thereafter. This Specific Use Permit will be declared null and void if:

1. Any failure to comply with any term or condition of this Ordinance, as it exists or may be amended; or
2. This Specific Use Permit was obtained by fraud or deception.

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

Section 7. Any violation of the above mentioned section of Chapter 20 of the Code of Ordinances of the City of South Padre Island may be punished by a fine not to exceed two thousand Dollars (\$2000.00) for each offense of for each day such offense shall continue and the penalty provisions of Sections of Section 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

Section 8. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section 9. This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the 19th day of December 2018.

PASSED, APPROVED AND ADOPTED on Second Reading, the ____ day of _____ 2019.

ATTEST:

CITY OF SOUTH PADRE ISLAND,
TEXAS

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

Exhibit "A"

METES AND BOUNDS DESCRIPTION

0.172 Acre (7,500 sq. Ft.) Tract being that portion of Ling Street (50 ft. r.o.w.) bounded on the west by the east right-of-way of Laguna Boulevard (50 ft. r.o.w.); on the north by the south boundary line of Lots 10, 11 and 12, Block 39, Padre Beach Section IV Subdivision (Vol. 14, Pg. 52, Map Records); on the east by the southerly extension of the east boundary line of said Lot 10, Block 39; and on the south by the north boundary line of Lot 1, Block 1, Amended plat of Louie's Subdivision (Cabinet I, Slots 1306-B and 1307-A, Map Records), in the city of South Padre Island, Cameron County, Texas; said 0.172 acre tract being more particularly located and described as follows;

BEGINNING, at a one-half inch iron pin with a yellow plastic cap stamped "M&R Inc" found at a corner of said Lot 1, Block 1, Amended plat of Louie's Subdivision, and being the point of intersection of the south right-of-way line of said Ling Street and the east right-of-way line of said Laguna Boulevard, for the southwest corner of this tract;

THENCE, North 06 Deg. 22 Min. East, a distance of 50.0 feet to a concrete nail set at the southwest corner of Lot 12, Block 40, of said Padre Beach Section IV Subdivision and being the intersection of the north right-of-way line of said Ling Street and the east right-of-way line of said Laguna Boulevard, for the northwest corner of this tract;

THENCE, along said north right-of-way line of Ling Street, North 83 Deg. 38 Min. East, a distance of 150.0 feet, to a one-half inch iron pin with an i.d. cap (illegible) found at the southeast corner of Lot 10, Block 40, Padre Beach Section IV Subdivision, for the northeast corner of this tract;

THENCE, leaving said right-of-way line, South 06 Deg. 22 Min. West, a distance of 50.0 feet, to a steel spindle set on the north line of said Lot 1, Block 1, Amended Plat of Louie's Subdivision, for the southeast corner of this tract;

THENCE, along the north line of said Lot 1, Block 1, South 83 Deg. 38 Min. West, a distance of 150.00 feet to the **POINT OF BEGINNING**;

CONTAINING, 0.172 Acre, more or less.

Exhibit "B"

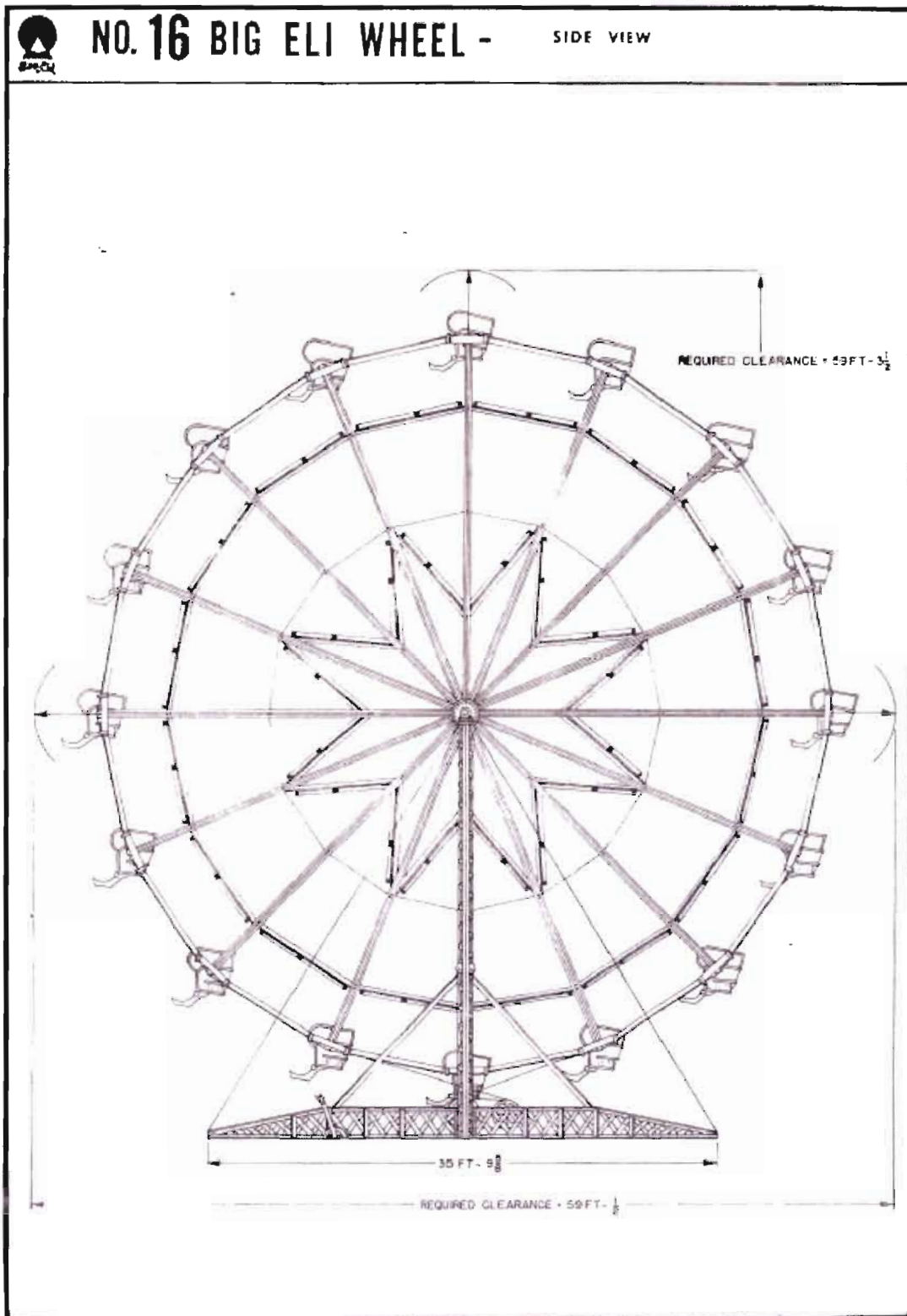
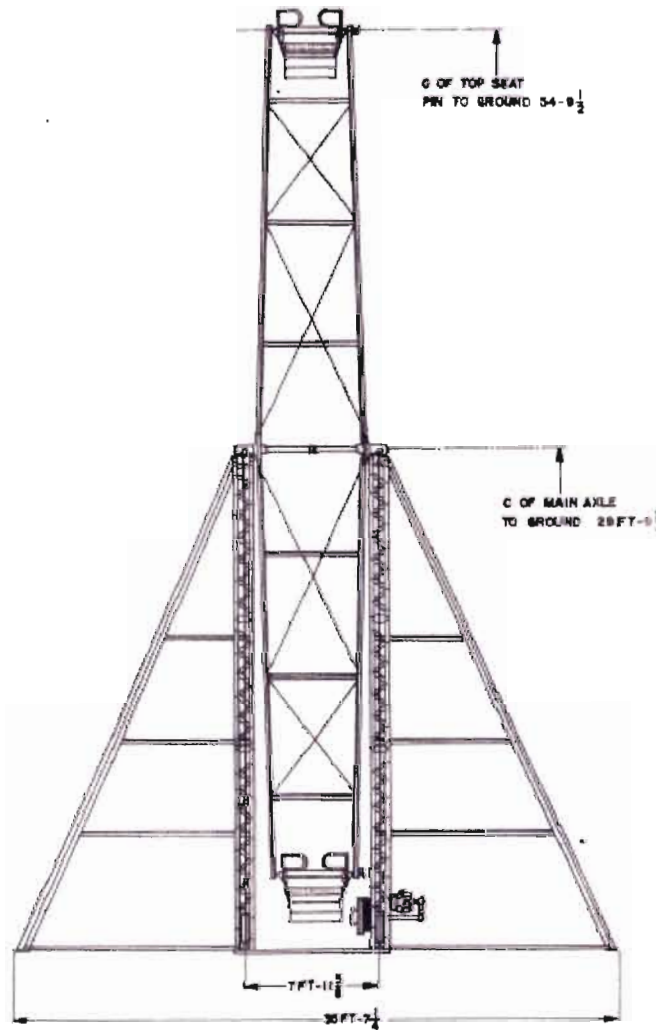


Exhibit "B Cont."



NO. 16 BIG ELI WHEEL - FRONT VIEW



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

MEETING DATE: January 16, 2019

NAME & TITLE: Susan Guthrie, City Manager

DEPARTMENT: City Manager's Office

ITEM

Authorize the Polar Bear Crossing sign to be awarded to Blain McCulloch who first organized the annual Polar Bear Club dip on January 1st of each year in recognition of his work to establish this annual event on South Padre Island.

ITEM BACKGROUND

Each year, on January 1st at 12 noon, the SPI Polar Bear Club take their annual dip in the Gulf of Mexico on South Padre Island. This tradition was formerly held at the beach located by Boomerang Billy's Beach Bar located at 2612 Gulf Boulevard and has since moved to Clayton's Beach Bar located at 6900 Padre Boulevard.

Years ago, the Polar Bear Crossing sign was dedicated for this event and erected close to Boomerang Billy's by Amberjack Street and Gulf Boulevard. A citizen has asked if the City Council would declare the Polar Bear Crossing sign as surplus property and be awarded to Blain McCulloch who first organized the SPI Polar Bear Club annual event.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

NO: _____
NO: _____

RECOMMENDATIONS/COMMENTS

6-1

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

MEETING DATE: January 16, 2019

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action on the Dune Demonstration Garden project.

ITEM BACKGROUND

The Shoreline Staff has prepared plans for the creation of a Dune Demonstration Garden, with a walkway through five sections of representative Island habitats in an existing, undeveloped median on Padre Boulevard (opposite La Copa hotel). This will be an educational exhibit on how dunes and dune vegetation work and why they are important to South Padre Island.

BUDGET/FINANCIAL SUMMARY

Not to exceed \$33,000.

COMPREHENSIVE PLAN GOAL

Chapter III. Parks and Resources

GOAL 1: The City shall ensure protection and conservation of natural resources, such as beaches, dunes, wetlands, Laguna Madre waterfront and native flora and fauna, allowing for their sustainable use and enjoyment by future generations.

Objective 1.1 Beach and dunes shall be protected from both natural and artificial erosion.

LEGAL REVIEW

Sent to Legal: YES: _____

NO: X

Approved by Legal: YES: _____

NO: X

RECOMMENDATIONS/COMMENTS

Authorize staff to proceed with implementation of design.



Park Road 100 Dune Demonstration

Proposed Vegetated Areas

Proposed Vegetation of Dune Median



Possible Native Species to Plant



Sea Grape



Sea Oats



Bitter Panicum



Railroad Vine



Evening Primrose



Morning Glory

Proposed Topography

Proposed Topography of Dune Median



Path Material Options and Estimates

Mobi-Mats

- ~370 ft. needed
- Blue 5' x 50' Mat
 - 6 needed at \$2,019.00 = \$12,114.00
- Blue 5' x 40' Mat
 - 1 needed at \$1,615.20
- Blue 5' x 30' Mat
 - 1 needed at \$1,350.00
- Total: **\$15,079.20**

Gravel

- ~137 cu yd. need
 - If 5' wide path, ~370 ft. long, 2" thick
- Colorado River Rock
 - \$100/cu yd. = **\$13,700**



Inside & Outside Fence Estimate

Rope

- ~750 ft. needed
- 1/2" x 100' Twisted Rope
 - 7.5 needed at \$24.09 = **\$180.68**



Posts

- ~150 5' posts needed
 - If posts are 5' apart
- 4" x 4" x 10' Pressure Treated Posts
 - 15 posts needed at \$11.88 = **\$178.20**

Final Estimated Cost Range

Lower End - **\$25,809.88**

■ Includes:

- Fencing for outside path
- Fencing for inside path
- Utilizing gravel
- Sand (no cost)
- Plants
- Maintenance (\$4,251 for 26 weeks/year)
- Irrigation system (½ replacement-\$1,500)

High End - **\$32,940.08**

■ Includes:

- Fencing for outside path
- Fencing for inside path
- Utilizing mobi-mats
- Sand (no cost)
- Plants
- Maintenance (\$8,502 for 52 weeks)
- Irrigation system (full replacement-\$3,000)

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

MEETING DATE: January 16, 2019

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action on paid parking initiative, including possibly rejecting all bids received for the Paid Parking Program and to authorize an interlocal agreement with the City of Galveston for a third-party parking vendor and support technology services.

ITEM BACKGROUND

The Shoreline Staff presented the modifications and amendments of the Beach User Fee Plan to the Shoreline Task Force and City Council. On October 25, 2018, the City had an open house to receive feedback from the community on the proposed Beach User Fee Plan. The Shoreline Staff, Shoreline Task Force, and City Council met City leaders in Galveston and gathered critical information on paid parking.

Following an evaluation of the public response at the open house and the implementation of paid parking programs in Galveston, the Shoreline Task Force on December 10, 2018 recommended to proceed with the parking plan with the following changes: \$100 annual parking permit in reciprocity with Cameron County with revenues to be split and \$2 hourly rate not to exceed \$12 daily.

BUDGET/FINANCIAL SUMMARY

None.

COMPREHENSIVE PLAN GOAL

Chapter III. Parks and Resources

GOAL 1: The City shall ensure protection and conservation of natural resources, such as beaches, dunes, wetlands, Laguna Madre waterfront and native flora and fauna, allowing for their sustainable use and enjoyment by future generations.

Objective 1.1 Beach and dunes shall be protected from both natural and artificial erosion.

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Reject bids received, schedule another public meeting, and submit interlocal to Galveston for consideration.

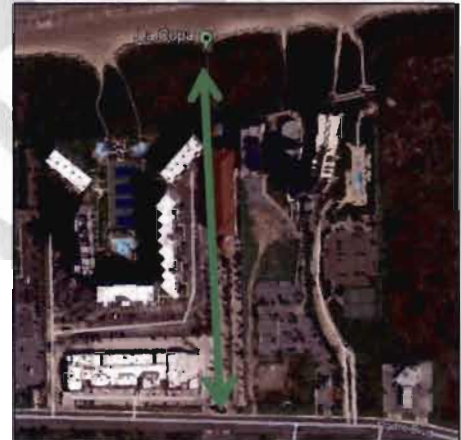
The City of South Padre Island proposes to establish a paid-parking program for the Gulf Coast beach located within the City's boundaries. The program will utilize an internet/phone system for visitors to pay for their parking spaces. The revenue will be used to fund reasonable and necessary services and facilities directly related to the public beach.

<u>SOUTH PADRE ISLANDS CURRENT BEACH ACCESS PROGRAM</u>	2
BEACH ACCESS SYSTEM	3
CURRENT REVENUE	3
<i>South Padre Island</i>	3
<i>Cameron County Fee Schedule</i>	3
EXPENDITURES	4
<i>South Padre Island</i>	4
FREE PUBLIC PARKING	4
FREE TRANSPORTATION	6
<u>BEACH USER FEE PROGRAM</u>	6
FEE SCHEDULE	6
PASSPORT LABS INC.	7
<i>Estimated Sales Based on Proforma</i>	7
SEASON PARKING PASSES	8
<i>Estimated Sales for Season Pass</i>	8
NECESSITY FOR BEACH USER FEE	8
USER FEES SUPPORT ENHANCED MANAGEMENT PRACTICES	9
<i>Short-Term</i>	9
<i>Long-Term</i>	9
<u>CITATION OF ALL LEGAL AUTHORITY</u>	10
LEGAL AUTHORITY AUTHORIZING COLLECTION OF FEES	10
BEACH ACCESS CHARGE AUTHORIZATION	10
AUTHORIZATION SCHEDULE	10
<u>STATE STANDARDS CONSISTENCY</u>	11
PROPOSED FEE IS CONSISTENT WITH STATE STANDARDS	11
ENFORCEMENT	11
USE OF BEACH USER FEE REVENUES	11
RECIPROCITY AGREEMENT	12
SIGNAGE	12
REPORTING ADMINISTRATIVE COST AND ACCOUNTING	12
CITY OF SOUTH PADRE ISLAND BEACH PARKING SYSTEM	ATTACHMENT A
CITY OF SOUTH PADRE ISLAND DRAFT PARKING ORDINANCE	ATTACHMENT B

SOUTH PADRE ISLANDS CURRENT BEACH ACCESS PROGRAM:

Presently there are a total of twenty-seven (27) City beach accesses maintained by the City of South Padre Island (City) and 2,061 parking spaces. Eight of the beach access parking lots are located off of Gulf Boulevard.

- The Pearl Beach Access lies within an easement located on the north property line of The Pearl Hotel. This beach access begins as a forty (40) foot-wide public ingress/egress easement at the Park Rd 100 frontage road and transitions to a ten (10) foot wide pedestrian access 301.11 feet west of the toe of the existing retaining wall. This access was dedicated at the encouragement of the State, to the Texas Conservation Foundation. The new Multimodal Facility serves as a draw for tourists and residents alike, increasing the importance of this particular access.
- Easement located on the north property line of La Copa. This ten (10) foot-wide public beach access was also dedicated as part of an agreed judgment with the State. This right-of-way will utilize the free parking provided by the City at the Multimodal Facility and between Padre Boulevard and Highway 100.
- White Sands Street is a public right-of-way. It is the City's northern most public beach access. Eight (8) public parking spaces are available along this right-of-way and parking spaces at Tompkins Park, only three-tenths of a mile south can also service this area. Use of Island Metro, the City's free bus service will also facilitate the use of this beach access.



BEACH ACCESS SYSTEM:

The remaining twenty-four (24) beach accesses under the City's jurisdiction are located on Gulf Boulevard. The beach access cul-de-sac located on Gulf Boulevard are public rights-of-way. More details on beach access points and parking areas can be found in the City's Beach Parking System Handbook (Attachment A) dated July 2018.



CURRENT REVENUE:

South Padre Island:

Three beach accesses provide free parking in the City. They include Harbor Circle, Surf Circle and Aurora Circle. The City's current beach-related services and beach nourishment funds are solely funded through the Hotel Occupancy Tax (HOT). The City's beach access and maintenance operations, beach patrol, and law enforcement costs are funded by the two percent that the City receives from the State. During the fiscal year 2017, the State HOT collections were \$1,913,208. The beach nourishment fund is funded by the ½ percent that is locally collected and during the fiscal year 2017, \$474,598 was collected. With the increasing costs for beach nourishment and walkover construction, the City has only been able to improve beach accesses over the last few years through grants supplied by the General Land Office (GLO).

Cameron County Fee Schedule:

The following fee schedule has been adopted by Cameron County Commissioners' Court and approved by the GLO:

Pass Type	Current	Maximum
Day Use	\$10.00	\$12.00
30 Day Pass	\$25.00	\$25.00
Annual Pass	\$100.00	\$100.00

*Military Veterans receive fifty percent off

85

Beach User Fee Plan **2019**

EXPENDITURES:

	Total 2013	Total 2014	Total 2015	Total 2016	Average
Direct Supervision	\$67,915.00	\$67,915.00	\$87,284.00	\$70,052.15	\$ 73,291.54
Labor	\$203,172.64	\$228,749.26	\$155,756.00	\$275,357.48	\$ 215,758.85
Law Enforcement	\$216,937.26	\$278,090.79	\$324,378.00	\$166,087.54	\$ 246,373.40
Equipment Expense	\$137,321.20	\$194,609.60	\$86,897.00	\$258,326.15	\$ 169,288.49
Administrative Expense	\$21,000.00	\$21,000.00	\$21,000.00	\$157,252.74	\$ 55,063.19
Miscellaneous Supplies	\$64,454.33	\$60,575.08	\$500.00	\$40,844.87	\$ 41,593.57
Electricity-Annual Expense	\$2,102.00	\$2,102.00	\$2,102.00	\$2,102.00	\$ 2,102.00
Water-Annual Expense	\$4,254.00	\$4,254.00	\$4,254.00	\$4,254.00	\$ 4,254.00
Totals	\$717,156.43	\$857,295.73	\$682,171.00	\$974,276.93	\$807,725.02
Annual average for side street improvements					\$681,454.78
Beach Nourishment Annual Budget					\$650,000.00
Gulf Blvd & Beach Access improvements average 2012- 2018					\$615,000.00
Grand Total					\$ 2,754,179.60

FREE PUBLIC PARKING:

The City currently has a total of **980** parking spaces east of Padre Boulevard on the east side street and Gulf Boulevard rights-of-ways and beach access cul-de-sacs. Parking along the unimproved east side streets is currently restricted for safety reasons. As funds become available the City will continue to improve the east side streets to address safety concerns which would then make them available for public beach parking. Required improvements for unrestricted on-street parking include widening of the street with curb/gutter and a sidewalk. Thanks to the City of South Padre Island's Master Thoroughfare Plan, street improvements are now in cue for improvements based on need.

The free public parking available to visitors comprises **fifty-two** percent of the City's total available parking. The table outlines all the City free public parking areas. Additional information is available in the City's Beach Parking System Handbook (Attachment A) date July 2018.

The City recognizes the need to expand parking along Padre Boulevard not only to improve access to the Gulf beach but also to provide access to local businesses to support the City's Form-Based Code. In 2011, the City adopted a zoning ordinance known as Form-Based Code. The ordinance provides for an alternative to conventional zoning. It places the focus on the form of development as opposed to use. It promotes mixed-use development pedestrian use of the streets along with transit. With the new code, the City is moving towards the multi-modal use of the streets. The approach will focus on additional parking lots that will accommodate persons visiting the City, enjoying the local commerce and natural resources.

Parking Location	ADA	Public	Total	Free parking	Paid Parking
SPI Convention Center	9	447	456	456	
SPI Birding Center	4	109	113	113	
Thompkins Park	2	21	23	23	
SPI Post Office	2	86	88	88	
SPI City Hall	7	111	118	118	
SPI Multi Modal	6	120	126	126	
South Lot (La Copa)	0	27	27	27	
Beach Access Cul de Sacs	23	227	250	23	227
Gulf Blvd. R.O.W	7	310	317	7	310
Improved East side streets	0	443	443	0	443
Contributed by County Parks for Shores Development	0	100	100	100	
Totals	60	2001	2061	1081	980
FREE PARKING					
PAID PARKING					

The majority of the free parking located on Padre Boulevard is west of the Boulevard. To local officials and residents, Padre Boulevard is the City's Main Street. To State officials, it is often viewed as a highway; hence its designation of Highway 100. However, Highway 100 is the Main Street in Port Isabel and Los Fresnos. On the forefront of City initiatives is the walkability of Padre Boulevard. City officials are working closely with the Texas Department of Transportation to construct medians and crosswalks for the entire length of the City. Our goal is to make South Padre Island a walkable city for our residents and visitors and provide ample parking amenities for this population. The Padre Boulevard Median and Sidewalk Project will be completed by the end of 2020 providing both amenities from the causeway landing all the way to the City's most northern limits.

Similarly, the City encourages the common approach to beach parking that is used in numerous communities. This approach is for the driver to drop off their passengers at a beach access, find a place to park and then walk to meet the passengers on the beach. This same process is used when it is time to leave. Rarely, in populated areas are beach users able to park in front of the beach that they will access without paying a fee for beach parking.

In compliance with Chapter 681 of the Texas Transportation Code persons with disabilities are exempt from the payment of any fees if the vehicle is displaying an appropriate license plate or disabled parking placard. This does not permit parking at a time when or a place where parking is prohibited.

FREE TRANSPORTATION:

The "Island Metro", the City's free bus system, is integral to public access to South Padre Island's public beaches. As the City becomes more congested, the City will move to direct parking to large public lots and assist the public in accessing the City through the Island Metro, bicycle and pedestrian traffic. Presently, the Island Metro runs seven days per week. Two routes provide service to the beach accesses after going by the off-beach parking areas. It goes directly to Gulf Boulevard heading south providing access to 24 of the City's 27 beach access points.

An illustration and more details on the Island Metro's dedicated beach route can be found in the City's Beach Parking System Handbook (Attachment A) dated July 2018.

BEACH USER FEE PROGRAM:

Fee Schedule:

Hourly Rate Max	\$2.00
Seasonal Pass Max	\$100.00

The City proposes to initiate an internet-based paid parking system for beach parking on Gulf Boulevard in conjunction with a beach parking permit program. The Beach User Fee will be required year-round on South Padre Island, the City plans on running the program from 8:00 AM to 8:00 PM. The City will implement a \$2.00 charge for 1 hour of use. Details on fees and charges are in the below table. In compliance with Chapter 681 of the Texas Transportation Code persons with disabilities are exempt from the payment of any fees if the vehicle is displaying an appropriate license plate or disabled parking placard. This does not permit parking at a time when or a place where parking is prohibited.

	1 Hour
Beachgoer Charge	\$ 2.00
Convenience Fee	\$ 0.12
Transaction Fee	\$ (0.25 + 2.9%)
City of SPI	\$ 1.69

PASSPORT:

Passport labs' mobile payment for parking platform, will enable a beach-goer to pay via an app, online or by Interactive Voice Response (IVR) for parking on an hourly rate. This system will span any available public parking space located on Gulf Boulevard, improved side streets and all beach access cul-de-sacs. Among Passport's available payment options are all major credit and debit cards (Visa, MasterCard, Discover, and AMEX), PayPal and Passport's digital closed-loop wallet.

Passport maintains PCI-DSS Level 1 (V. 3.2) compliance, which is the highest standard of credit card safety. No sensitive information is stored or transferred to the Passport database. The only information that is stored in the database are names, phone number and email addresses. All credit card information is stored in an isolated card storage database. That data is encrypted and tokenized to reduce the risk of credit card fraud in the event of a breach.

Passport, visitors will be able to pay for their parking from their smartphones, either through the Passport Parking application if the parkers have an Android or Apple device, or through a mobile-optimized companion website, which mimics the Parking application. The registration process through the application is a seamless and intuitive experience, with the first parking session with registration takes less than 2 minutes and each subsequent parking session may be initiated in 10 seconds or less. If a visitor does not have a smartphone, they will be able to utilize Passport's IVR system. The Interactive Voice Response (IVR) system enables mobile payment of parking while still encouraging the use of the application to begin a session. With IVR, visitors will call a local number and respond to commands using touch-tone prompts. The first session started by a visitor will end with a prompt to create a PIN. Thereafter, the system will recognize the phone number and request the PIN, thereby recalling all payment and vehicle information. All options are a convenient way for visitors to manage their account from laptops or desktop computers.

Parkeon Kiosks can be utilized as a means of collecting cash and card payments into the parking system. The City's paid parking is based on the license plate not the parking space, meaning that you would be able to purchase access to park from any of these machines for any space that happens to be available. The units can be acquired from buy board at a cost of around \$9,000 per unit acquired and installed and the City foresees needing up to 12 units.



Automatic License Plate Readers would make the enforcement of the payment system seamless between the kiosks and mobile payments. Vehicles equipped with ALPR's would have the ability to drive down streets and ticket vehicles that have parked without paying without the need to individually run each license plate. This allows for simpler enforcement and simplifies the user experience.

Estimated Sales with Passport Labs Inc:

The estimated net revenue to be generated from the parking program in its first year is \$680,243. This estimated revenue is calculated using a proforma from a peer coastal community and financial information obtained through the Request for Proposal (RFP) process.

The City plans on running the program year round (52 weeks) and charging between the hours of 8 am to 8 pm. The parking fee is \$2.00 for one hour.

A six-hour stay would break down as follows;

A visitor would be charged \$12.12 to park their vehicle.

City of South Padre Island would receive total parking fee of \$11.40

City of South Padre Island would pay .60 cents for convenience and transaction fees.

Projected Revenue to the City of South Padre Island

\$10.80 per six-hour transaction

ANNUAL PARKING PASSES:

The City will charge a fee up to \$100 per year for an annual pass. The annual pass fee is similar to the current rate under Cameron County. Passes will be available at City Hall during the week and the Visitor's Center and Police Station/Multimodal during weekends.

Estimated Sales of Seasonal Parking Permits:

The City South Padre Island has more than 2,800 permanent residents. The City estimates that only twenty percent of permanent residents would purchase an annual parking pass. Given that the Island is a half mile wide at its widest, the beach is a relatively short walk from all areas on the Island. The City estimates the sale of an additional 800 annual passes.

Estimated Annual Passes			
	Estimated passes	Cost per pass	Gross Profit
Residents	400	\$100	\$40,000
Other	400	\$100	\$40,000
			\$80,000

Annual Parking Passes will be offered at a discounted rate of \$25.00 to anyone who purchases them during the month of January.

NECESSITY FOR BEACH USER FEE:

The fees are necessary to address several serious issues and problems that pose public health and safety risks. These issues continue to occur year after year associated with beach-related services and include: (1) the struggle of dealing with the excessive, unsightly and unsanitary accumulation of trash on the beaches; (2) ability to provide a safe and adequate parking in the limited space adjacent to the beach along Gulf Boulevard; (3) and the necessity to bring all identified beach accesses to a usable condition and have funds to maintain them on an annual basis.

As a result, the City of South Padre Island has implemented several abatement initiatives that are consistent with TAC §15.8 such as:

- a. Creating a beach maintenance crew that is strictly to address the litter problem, maintain the trash receptacles, maintain the beach accesses, and the dune walkovers;
- b. Creating the Shoreline Department that employs a the Shoreline Director, Program Coordinator and Grant and Special Projects Administrator whose jobs are to oversee shoreline maintenance activities and provide information to the City Council when making decisions that impact the beach or bay;
- c. Creating a seasonal beach patrol that patrols the beaches for swimmers in distress and provides basic first aid when needed.

USER FEES SUPPORT ENHANCED MANAGEMENT PRACTICES:

The City of South Padre Island continues to maintain adequate and safe beach access for the public which are subsidized through the collection of HOT. The addition of a Beach User Fees collected will support expenditures associated with both long-term and short-term enhanced beach management practices such as:

Short-Term:

- a. Seasonal staffing to support the influx of visitors during peak times including law enforcement, lifeguards, code enforcement and maintenance workers.
- b. Expanded beach cleaning activities:
 - Increase the hand collection of litter.
 - Purchase beach equipment that lessens the maintenance activities impacts to the beach/dune system.
 - Create educational signage for the public related to beach maintenance.
- c. Beach access and Walk-over preventive maintenance:
 - For improvement and general maintenance of designated beach access points. By installing parking, rinse stations, drinking water and walkovers.
 - The City will use funds to rehabilitate older beach access walkovers that are in need of repair.

Long-Term:

- a. The City will utilize the funding to maintain the streets and parking infrastructure that will serve the public as part of this Beach User Fee Plan.
- b. The City currently only has two public restrooms on Gulf Boulevard Improved public sanitation by the provision of portable restrooms or other mobile restroom solution along the beach or access points located in the City. Given our seasonal nature of demands for public sanitation mobile restrooms are the most adaptable to our fluctuating demands. (One to three years depending on HOT revenue and grant availability.)
- c. Beach access enhancements:
 - The City currently has twenty-seven beach accesses of which eleven have an improved dune walkover, seven are improved with access matting, four are emergency vehicle accesses, three are unimproved nature trails and two are accessible via a short set of stairs. Of the twenty-seven accesses, six of them could be improved for an approximate increase of 100 parking spaces in those cul-de-sacs.

CITATION OF ALL LEGAL AUTHORITY:

LEGAL AUTHORITY AUTHORIZING COLLECTION OF FEES:

Section 63.053(b) of the Texas Natural Resource Code allows governing body of a municipality to charge reasonable fees that do not exceed the cost for the provision and maintenance of public beach related facilities and services necessary to implement such plans, including but not limited to parking, public health and safety, environmental protection and matters contained in the certified beach access plans, and that do not unfairly limit access to and use of such beaches. Title 31, Texas Administrative Code, Rule 15.8 sets forth requirements to be met for Beach User Fees.

BEACH ACCESS CHARGE AUTHORIZATION:

The City is authorized to charge a beach user a fee in exchange for providing services to beach users in general. A Beach User Fee may only be imposed if the fee is reasonable, taking into account the cost to the local government of providing public services and facilities directly related to the public beach. A reasonable fee is one that recovers the cost of providing and maintaining beach-related services. In addition, any fee collected for off-beach parking to provide access to and from the public beach is considered a Beach User Fee.

AUTHORIZATION SCHEDULE:

In order to establish and maintain quality beach-related services and facilities for the preservations and enhancement of access to and from the beach and safe and healthy use of beaches by the public, the following fee schedule is proposed for adoption by the City Council:

- Hourly fee of up to \$2.00/hour
 - A visitor would be charged \$2.00 to park their vehicle for one hour.

- Parking Fee: \$2.00 for 1 hour.
- Convenience Fee: .12 cents
- Credit Card Transaction fee: .25 cents +2.9%
- Up to \$100.00 fee for an annual pass
 - Gulf Boulevard Rights-of-Way, Improved side streets, and beach access cul-de-sacs, with the exception of all ADA parking spaces and regular parking spaces available at Harbor Circle, Surf Circle and Aurora Circle that will be available as free parking

STATE STANDARDS CONSISTENCY:

PROPOSED FEE IS CONSISTENT WITH STATE STANDARDS:

The beach user fee cannot exceed the necessary and actual cost of providing reasonable beach-related public facilities and services, unfairly limit public use to and from public beaches in any manner, is not inconsistent with Title 31, Texas Administrative Code, Rule §15.8 or the Open Beaches Act; or discriminates on the basis of residence.

The City fee will apply to parking spaces adjacent to the public beach this includes east and west sides of Gulf Boulevard, improved side streets, and beach access cul-de-sacs identified. All other parking areas west of Gulf Boulevard will remain free to the public to use in addition to the 62 spaces identified as free parking previously in the plan. The off-beach parking areas will be serviced by a dedicated beach route that will run 365 days a year from 8 a.m. – 8 p.m.

The Beach User Fee will not exceed the necessary and actual cost of providing reasonable beach-related public facilities and services. The Beach User Fee will not unfairly limit public use to and from the public beaches. The beach user fee does not discriminate on the basis of residence and is consistent with Title 31, Texas Administrative Code, Rule §15.8 and the Open Beaches Act.

ENFORCEMENT:

The City of South Padre Island will create a separate division of the Shoreline Department to enforce the paid parking plan. Parking violations expressly related to the paid parking plan will be enforceable under an ordinance to be passed by the City Council and in compliance with the City of South Padre Islands Police Department Standards. The division will consist of at least three employees solely dedicated to operating and enforcing the paid parking system. This shall include the collection of monies from kiosks and its subsequent processing through the Finance Department, providing in-person and over-the-phone assistance, and enforcement of proper parking regulations. The division will have police package vehicles to offer the electronic capacity and footprint in order to handle the enforcement systems. The vehicles will be “wrapped” in order to distinguish them from police vehicles and give them an approachable and friendly appearance. See Galveston’s “It’s Island Time” vehicle wraps below.

**USE OF BEACH USER FEE REVENUES:**

Revenues generated from Beach User Fees shall be used only for beach-related services. In accordance with TAC §15.2(11), "beach-related services" means reasonable and necessary services and facilities directly related to the public beach which are provided to the public to ensure safe use of and access to and from the public beach, such as vehicular controls, management, and parking (including acquisition and maintenance of off-beach parking and access ways); sanitation and litter control; lifeguarding and lifesaving; beach maintenance; law enforcement; beach nourishment projects; beach/dune system education; beach/dune protection and restoration projects; providing public facilities such as restrooms, showers, lockers, equipment rentals, and picnic areas; recreational and refreshment facilities; liability insurance; and staff and personnel necessary to provide beach-related services including, but not limited to, reasonable administrative costs and accounting directly attributable to beach-related services as limited by TAC §15.8(f). Beach-related services and facilities shall serve only those areas on or immediately adjacent to the public beach.

RECIPROCITY AGREEMENT:

The City and Cameron County have entered into an interlocal agreement (PENDING). Each party will recognize its own Beach Parking Permit system and be responsible for enforcement within their respective jurisdictions. Neither will be required to acknowledge or accept the other's permit within their jurisdictional limits.

SIGNAGE:

The City shall assure that all free and user fee-based access for parking and payment locations are clearly identified with signs at all access areas including the off-beach parking areas. Signage will be posted in Spanish and English.

REPORTING ADMINISTRATIVE COST AND ACCOUNTING:

The following methods shall be used for administering and reporting beach user fee accounting:

- a. The City will submit quarterly reports of the revenues and expenditures from Beach User Fee accounts within 60-61 days after the end of the quarter.
 - January 31
 - April 30
 - July 31
 - October 31
- a. No more than ten percent of Beach User Fee revenues shall be expended in one fiscal year on reasonable administrative costs related to beach-related services. Administrative Costs are restricted to the direct costs of providing support for beach services such as supervisors who are directly involved in providing services, then his or her time is eligible, further, accounting, record keeping, personnel services, legal services, insurance and organizational management is eligible.
- b. Revenue/Expenditure Accounting. The City will establish a separate "fund" in the City's budget for all expense of revenue activities occurring on City beaches. Revenues will be maintained and accounted for separately and not commingled with any other funds so that fee collections may be directly traced to expenditures on beach-related services.
- c. Beach User Fee revenues shall be maintained and documented individually for each beach user fee and account balances and expenditures shall be documented according to generally accepted accounting principles.
- d. Annual operating and capital budgets will be established based on anticipated revenues and any excess revenues at year-end will be credited to the following year's operating and capital budgets.

**CITY COUNCIL MEETING
AGENDA REQUEST FORM
PUBLIC HEARING**

MEETING DATE: January 16, 2019

PUBLIC HEARING:

ITEM DESCRIPTION

Conduct Public Hearing to discuss a Special Development Plan in accordance to Section 20-8.1 "Appendix Z" 3.24 of the Zoning Ordinance for the approval of a unique architectural design of a proposed development within the Padre Boulevard North District (6401 Padre Boulevard).

RECOMMENDATIONS/COMMENTS

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

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

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

MEETING DATE: January 16, 2019

NAME & TITLE: Clifford Cross, Planning Director

DEPARTMENT: Planning Department

ITEM

Discussion and action regarding a Special Development Plan in accordance to Section 20-8.1, "Appendix Z" 3.24 of the Zoning Ordinance for the approval of a unique architectural design of a proposed development within the Padre Boulevard North District (6401 Padre Boulevard).

ITEM BACKGROUND

The applicant is seeking approval of the proposed development's architectural design. The design has been presented to both the Development Standards Review Task Force and the Planning and Zoning Commission. Both committees have recommended approval of the project. Notice was posted in the newspaper on November 29, 2018 and sent to all property owners within 200 feet on November 30, 2018.

BUDGET/FINANCIAL SUMMARY

Not Applicable – There is no budget/financial impact associated with this proposed closure.

COMPREHENSIVE PLAN GOAL

3.A. Land uses should harmonize so as not to detract from the enjoyment and value of surrounding properties.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Development Standards Review Task Force and Planning & Zoning Commission has recommended approval of the request. Staff has no concerns with the elements of the architectural design.

The City of South Padre Island, Texas
City Council
Special Development Plan Request

January 16, 2019

CASE NUMBER:	P& Z Items 18-19
CURRENT ZONING:	1) PBN - Padre Boulevard North
FUTURE LAND USE	2) NA
EXISTING USE	3) Vacant 3 Lots
REQUEST:	Architectural Review
LOCATION:	6401 Padre Boulevard
GEO ID NUMBER:	67-6420-0090-0010-00
ACREAGE:	Roughly 10 Acres
PROPOSED USE:	Commercial
ADJACENT ZONING, : FUTURE LAND USE & EXISTING LAND USE	N) 1) PBN – Padre Boulevard North 2) NA 3) Vacant S) 1) PBN – Padre Boulevard North 2) NA 3) Vacant E) 1) PBN – Padre Boulevard North 2) NA 3) Commercial W) 1) NA 2) NA 3) NA - Bay

APPLICANT:

Menny Amoyal
3300 Padre Boulevard
South Padre Island, Texas 78597

OWNER:

SPI Carmen LLC
3300 Padre Boulevard
South Padre Island, Texas 78597

I. PURPOSE AND MAJOR ISSUES

The applicant seeks a recommendation from the Planning and Zoning Commission to approve the proposed development. The recommendation will be associated with the unique architectural design of the proposed development.

The major issues associated with this request are:

1. 2.1.2 Building Massing and Scale (Design Standards of FBC)

- (i) Commercial and Mixed-Use buildings shall be simple, rectilinear forms with flat parapets. Roof pitches for sloped roofs shall be a minimum of 5:12.

2. 4.2.5 (Appendix Z – Chapter 20)

Padre Boulevard North – The Padre Boulevard North Zone is intended to provide for more flexible, market based development vision that balances pedestrian orientation with auto-oriented development. Development standards will focus on establishing specific criteria under which developers could propose alternative/unique standards to implement a more market responsive project. Development within the Padre Boulevard North Zone shall meet the Building Form and Development Standards in Section 6.5 of this PBED Code.

7.1 Facade Elements

7.1.1 Facade along Pedestrian Priority Street, Paseo and Boulevard

- (i) There shall be no blank walls greater than 25 feet in widths.
- (ii) Primary entrance door shall be provided on the facade. In the case of a corner lot, there shall be a primary entrance door on the side where the building is addressed.
- (iii) Doors and windows on ground floor of all buildings shall be between 40% and 90% of the ground floor facade area.
- (iv) Windows on the upper floors shall be a minimum of 20% of each upper floor facade area, which should be located between 3 ft. and 9 ft. above each finished floor.

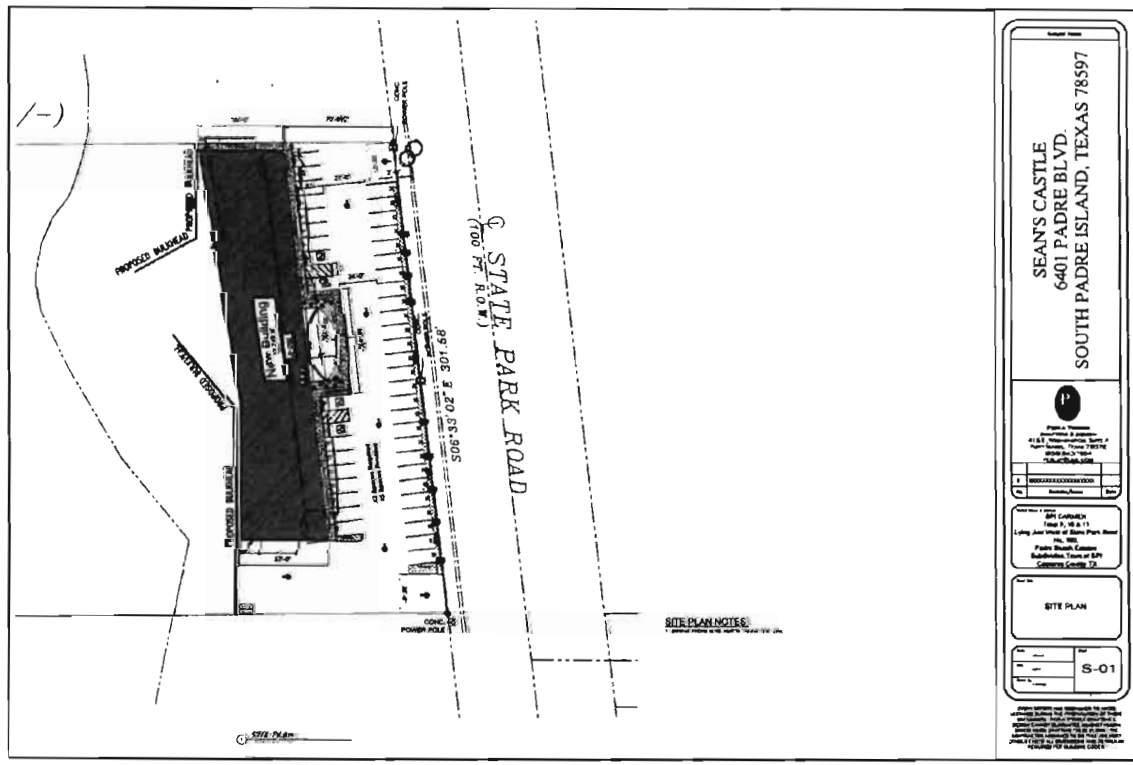
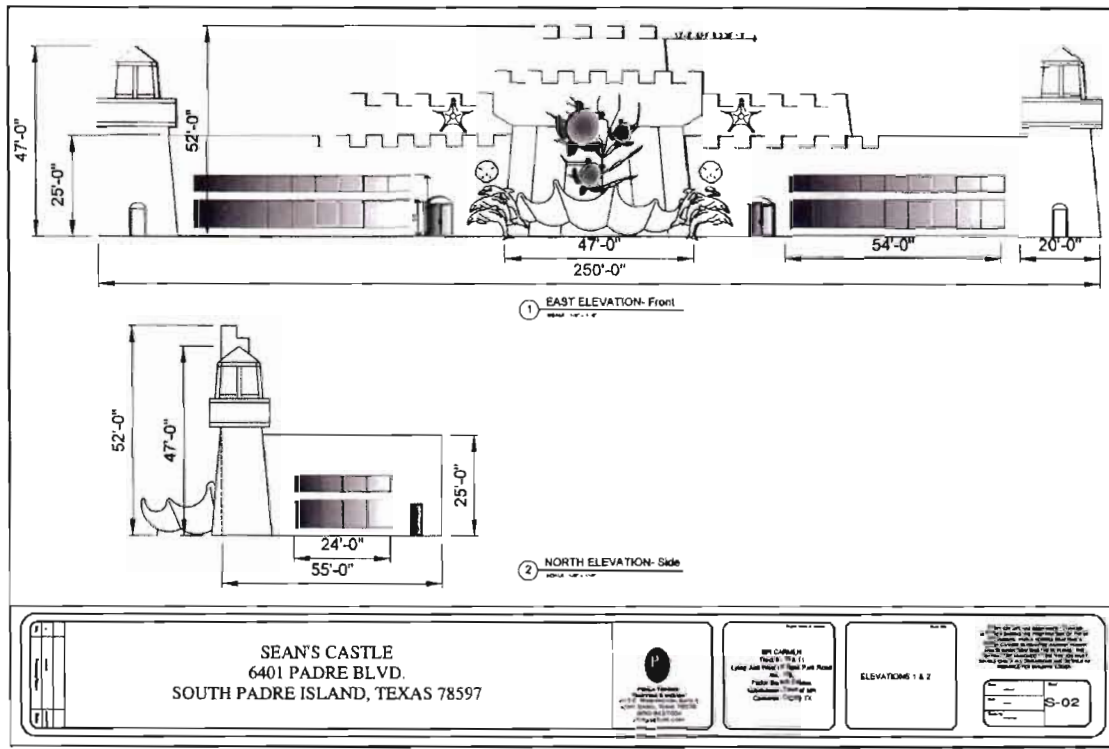
7.1.2 Commercial Ready

Commercial ready means space constructed at a minimum ground floor height as established in each character zone which may be used for noncommercial uses and can be converted into retail/commercial use. Prior to the issuance of a certificate of occupancy for a retail/commercial use in a Commercial Ready space is to provide the flexibility of occupying a space in accordance with market demand and allowing the use in such space to change to retail/commercial uses accordingly.

II. REVIEW OF THE PLAN

The owner of the property seeks a recommendation from the Planning and Zoning Commission to move forward with their proposed development and present it to the City Council for final approval.





10-6

III. TRANSPORTATION & PARKING

The property is located on the West Side of Padre Boulevard. Parking will be provided on the site.

IV. INFRASTRUCTURE AND PUBLIC SERVICES

Public services are and will be provided by the City of South Padre Island and associated private utility companies.

V. PROCESS:



VI. BOARD OPTIONS:

- Recommend Approval
- Recommend Denial
- Table

10-7

8-01

CITY COUNCIL



Planning
Department



January 16, 2019

DISCUSSION AND ACTION REGARDING THE DEVELOPMENT REVIEW OF ARCHITECTURAL STANDARDS FOR 6401 PADRE BOULEVARD

The City of South Padre Island, Texas
Development Standards Review Task Force
Development Plan Review

November 13, 2018

CASE NUMBER:	Item 5
CURRENT ZONING:	1) PBN - Padre Boulevard North
FUTURE LAND USE:	2) NA
EXISTING USE:	3) Vacant 3 Lots
REQUEST:	Architectural Review
LOCATION:	6401 Padre Boulevard
GEO ID NUMBER:	67-6420-0090-0010-00
ACREAGE:	Roughly 10 Acres
PROPOSED USE:	Commercial
ADJACENT ZONING:	1) PBN - Padre Boulevard North
FUTURE LAND USE:	2) NA
& EXISTING LAND USE:	3) Vacant
	1) PBN - Padre Boulevard North
	2) NA
	3) Vacant
	1) PBN - Padre Boulevard North
	2) NA
	3) Commercial
	1) NA
	2) NA
	3) NA - Bay

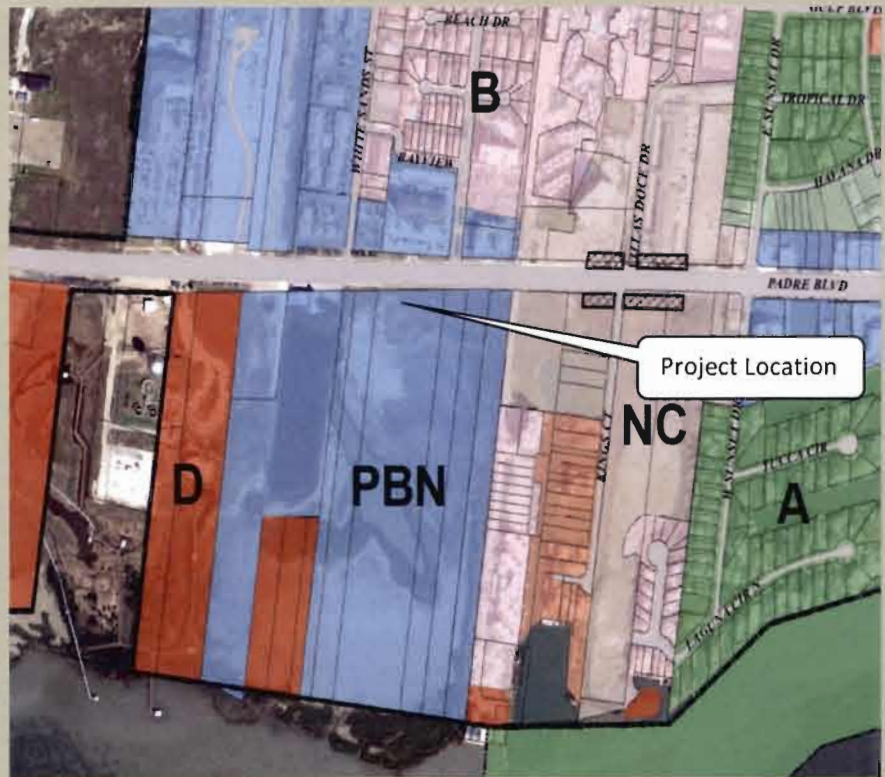
APPLICANT:

Manny Amoyal
330 Padre Boulevard
South Padre Island, Texas 78597
Same As Applicant

OWNER:

DISCUSSION AND ACTION REGARDING THE DEVELOPMENT REVIEW OF ARCHITECTURAL STANDARDS FOR 6401 PADRE BOULEVARD

Existing Conditions/Zoning



DISCUSSION AND ACTION REGARDING THE DEVELOPMENT REVIEW OF ARCHITECTURAL STANDARDS FOR 6401 PADRE BOULEVARD

■ (Table 5-1, Section 20-8-1 Appendix “Z” of the Ordinance.)

City of South Padre Island

PADRE BOULEVARD AND ENTERTAINMENT DISTRICT CODE

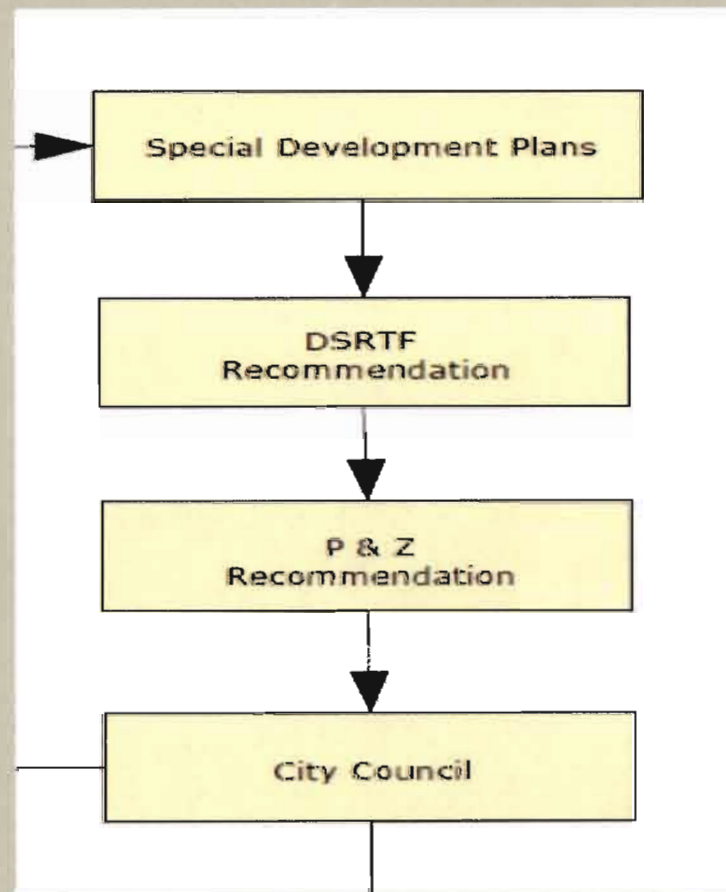
Table 5.1 – Schedule of Uses (Land Use)

Character Zone	Bayfront	Entertainment District Core	Neighborhood Crossing	Town Center Crossing	Padre Boulevard North/Central	Padre Boulevard South	Neighborhood Transition	Northern Resort District
Commercial Uses (Office, Retail, Restaurant, Sales and Service Uses)								
Retail Sales with no drive through facility (includes alcohol sales; bicycle, vehicle, and water sport sales & rental; general merchandise; pharmacy; cigarette & cigar sales; hardware stores, etc.) <i>Excluded from this category are retail sales and service establishments geared towards the automobile.</i>	P	P	P	P	P	P	NP	P
Head Shop (a retail outlet with the sale of paraphernalia related to the consumption of cannabis, other recreational drugs and/or new age herbs. Products typically include but are not limited to, water pipes, bong, roach clips, pipes, rolling papers, rolling machines, and whipped cream chargers containing nitrous oxide.)	NP	NP	NP	NP	NP	SE	NP	NP
Auto-related Sales or Service establishments (includes gasoline sales)	NP	NP	P/C	P/C	P/C	P/C	NP	P/C
Marine repairs	NP	NP	NP	NP	NP	NP	NP	NP
Finance, Insurance, and Real Estate establishments (with no drive through facility)	P	P	P	P	P	P	NP	P
Offices for business, professional, administrative, and technical services	P	P	P	P	P	P	P	P
Research laboratory headquarters, laboratories and associated facilities	NP	NP	NP	NP	P	P	NP	P
Food Service Uses such (includes seating on a sidewalk areas with no pedestrian obstruction; includes alcohol sales; with no drive through facility)	P	P	P	P	P	P	NP	P
Bar or drinking place	P	P	P	P	P	P	NP	P
Personal Services such as laundry, dry cleaners, hair care, etc.	P	P	P	P	P	P	NP	P
Tattoo and body piercing (with a state license)	NP	NP	NP	NP	NP	P	NP	NP
Permanent Makeup Application (with a state license)	NP	NP	NP	NP	NP	P	NP	NP
Retail bait stands	P	P	NP	NP	P	NP	NP	P
Pet and animal sales or service	P	P	P	P	P	P	NP	P
Any permitted use with a drive through facility	NP	NP	P/C	NP	P/C	P/C	NP	P/C
Arts, Entertainment, and Recreation Uses								
Indoor amusement or theme park establishment including bowling alleys, bingo parlor, games arcades, skating, etc.	P	P	P	P	P	P	NP	P
Outdoor amusement or theme park establishment including miniature golf, go-cart tracks, etc.	P/SUP	P/SUP	NP	NP	P/SUP	P/SUP	NP	P/SUP
Art galleries	P	P	P	P	P	P	P	P
Art, antique, apparel, appliance, furniture or electronics studio (includes retail, repair or fabrication uses)	P	P	P	P	P	P	NP	P
Fitness, recreational sports, gym, or athletic club	P	P	P	P	P	P	NP	P
Private clubs, fraternities, sororities and lodges that operate solely for the benefit of their members only	P	P	P	P	P	P	NP	P
Art, dance & music schools	P	P	P	P	P	P	NP	P
Marina or yachting club facility	P/SUP	NP	NP	NP	P/SUP	P/SUP	NP	P/SUP
Boat docks	P	NP	P	NP	P	P	NP	P
Museums and other special purpose recreational institutions	P	P	NP	P	P	P	NP	P
Parks, greens, plazas, squares, and playgrounds	P	P	P	P	P	P	P	P
Performing arts, theater, cinema, dance or music establishment	P	P	P	P	P	P	NP	P
Educational, Public Administration, Health Care and Other Institutional Uses								
Business associations and professional membership organizations	P	P	P	P	P	P	NP	P
Child day care and preschools	P	P	P	P	P	P	P	P

16-11

DISCUSSION AND ACTION REGARDING THE DEVELOPMENT REVIEW OF ARCHITECTURAL STANDARDS FOR 6401 PADRE BOULEVARD

3.2.4 Special Development Plan Process



**DISCUSSION AND ACTION REGARDING THE DEVELOPMENT REVIEW
OF ARCHITECTURAL STANDARDS FOR 6401 PADRE BOULEVARD**

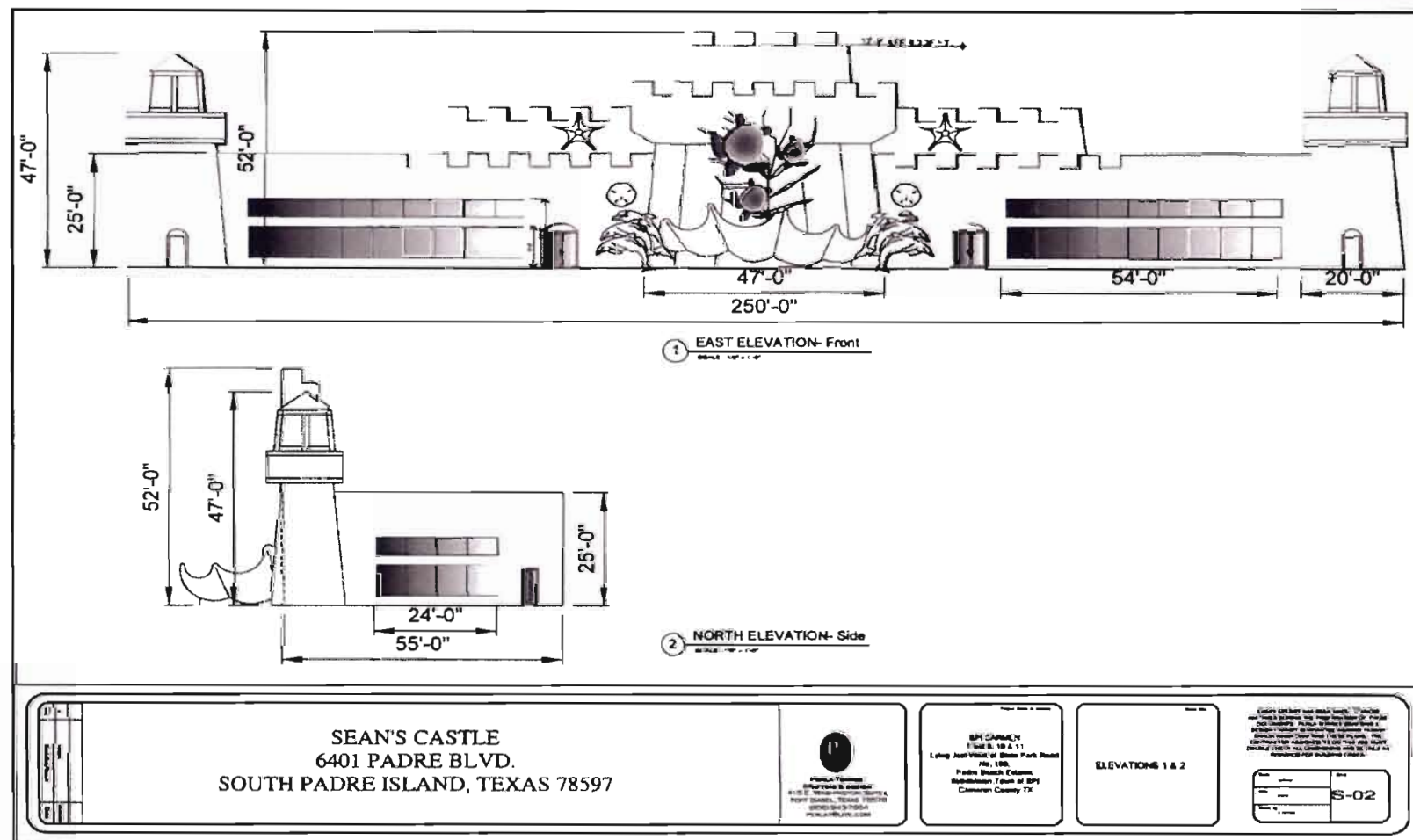


DISCUSSION AND ACTION REGARDING THE DEVELOPMENT REVIEW OF ARCHITECTURAL STANDARDS FOR 6401 PADRE BOULEVARD



10-14

DISCUSSION AND ACTION REGARDING THE DEVELOPMENT REVIEW OF ARCHITECTURAL STANDARDS FOR 6401 PADRE BOULEVARD



51-01

91-01



REVIEW STANDARDS

- **Development Standards** - Does the proposed commercial use/design comply with the local character area design standards pertaining to building design and architecture
 - Setbacks in compliance (10 foot minimum - 70 foot shown)
 - Build Frontage Standards (NA)
 - Height and Floor Standards met (4 stories - 52 feet)
 - Parking Standards Met (45 Required - 45 Shown - Bike Rack)
 - 75% of Building Façade must be Masonry (Brick, Stucco, Stone)
 - Subdivision Required (Re-plat will be required)

REVIEW STANDARDS

Development Standards

1) Beach Theme

- Rectangular Windows
- Rooftop Terraces
- Towers

2) Coastal Style

- Towers

3) South Texas Spanish Style

- Rectangular Layout with flat front (square, round or octagonal corners) (Single or multiple components).
- Balance Façade
- Doors or Windows forming regular patterns of openings
- Minus Pitched roof

TASK FORCE

- DSRTF (2) = November & December Meetings
 - Recommended To Move Forward

(Concerns)

- Drainage
- Parking
- Building Placement
- Rear Fenestration/Access)

61-01

COMMISSION OPTIONS

Section 20-16.3

- *Recommend Approval*
- *Recommend Denial*
- *Table*

Commission Recommended Approval December 19, 2018

COUNCIL OPTIONS

- *Approval (With or Without Conditions)*
- *Denial*
- *Table*

THANK YOU

Questions?

ee-01

**CITY COUNCIL MEETING
AGENDA REQUEST FORM
PUBLIC HEARING**

MEETING DATE: January 16, 2019

PUBLIC HEARING:

ITEM DESCRIPTION

Conduct Public Hearing to discuss a text amendment to Chapter 20-11(D) of the Zoning Ordinance to Regulate the Construction and Operation of Temporary Structures within 150 feet of Padre Boulevard.

RECOMMENDATIONS/COMMENTS

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

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

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

MEETING DATE: January 16, 2019

NAME & TITLE: Clifford Cross, Planning Director

DEPARTMENT: Planning Department

ITEM

Discussion and action to approve the first reading of Ordinance No. 19-01 amending Chapter 20 (Zoning), Section 10-11(D) to regulate the construction and operation of temporary structures within 150 feet of Padre Boulevard.

ITEM BACKGROUND

Planning staff evaluated the temporary use provisions based upon business owner concerns who wanted to have the opportunity to have accessory temporary outdoor opportunities associated with their business. The intent of the text amendment is to provide business owners, within 150' of Padre Boulevard, the same allowable temporary outdoor opportunities as other businesses throughout the City. The amendment would not allow for itinerate merchants, etc. to set up on a standalone vacant lot.

BUDGET/FINANCIAL SUMMARY

Not Applicable – There is no budget/financial impact associated with this proposed closure.

COMPREHENSIVE PLAN GOAL

3.A. Land uses should harmonize so as not to detract from the enjoyment and value of surrounding properties.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve first reading of Ordinance No. 19-01.

CITY COUNCIL STAFF REPORT

MEETING DATE: January 16, 2019

Item:

TO: City Council

FROM: Clifford Cross, Planning Director

ITEM DESCRIPTION:

Discussion and action a proposed text amendment to Chapter 20-11(D) of the Zoning Ordinance to Regulate the Construction and Operation of Temporary Structures.

DISCUSSION:

The Requirements

1. Sec.20-18 Changes and amendments.

- (C) Submission of changes to Planning and Zoning Commission. Before taking action on any proposed amendment, supplement or change, the City Council shall submit same to the Planning and Zoning Commission for its recommendation and report in the event there is a Planning and Zoning Commission, and if there is no Planning and Zoning Commission then the City Council may amend this ordinance as provided by law.

COMMISSION ACTION:

Recommended Approval

ORDINANCE NO. 19-01

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 20 OF THE CODE OF ORDINANCES (ZONING CHAPTER) SECTION 20-11(D) TO REGULATE THE CONSTRUCTION AND OPERATION OF TEMPORARY STRUCTURES, AND DEALING WITH RELATED MATTERS

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

SECTION 1: That Chapter 20, Section 20-11(D) of the City of South Padre Island Code of Ordinances be amended by deleting the following;

- (2) Temporary structures are prohibited within one-hundred and fifty (150) feet of Padre Boulevard.
- (3) Commercial sales activities of any kind are not allowed in temporary structures regardless of their location.
- (9) City Exemption: Notwithstanding the requirements of this City Code of Ordinances relating to open display and the use of temporary structures, the City of South Padre Island shall be exempt from all provisions herein, and is expressly permitted to authorize the use of public property and the public right-of-way for the purposes of outdoor display and temporary structures for the purpose of publicly sponsored events, as well as recognized events sponsored by other agencies authorized by the City.

SECTION 2: That Chapter 20, Section 20-11(D) of the City of South Padre Island Code of Ordinances be amended by adding the following;

- (2) Temporary structures are prohibited within one-hundred and fifty (150) feet of Padre Boulevard unless they are directly associated with operations of the onsite permanent business.
- (3) Commercial sales activities of any kind are not allowed in temporary structures regardless of their location.
- (9) City Exemption: Notwithstanding the requirements of this City Code of Ordinances relating to open display and the use of temporary structures, the City of South Padre Island shall be exempt from all provisions herein, and is expressly permitted to authorize the use of private property, public property and the public right-of-way for the purposes of outdoor display and temporary structures for the purpose of publicly sponsored events, as well as recognized events sponsored by other agencies authorized by the City.

SECTION 3: This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

SECTION 4: If for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of the Ordinance shall be held 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 according to law.

PASSED, APPROVED AND ADOPTED on First Reading, the 16th day of January 2019.

PASSED, APPROVED AND ADOPTED on Second Reading, the 6th day of February 2019.

ATTEST:

CITY OF SOUTH PADRE ISLAND,
TEXAS

Susan M. Hill, City Secretary

Dennis Stahl, Mayor

12-4

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

MEETING DATE: January 16, 2019

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

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to approve the first reading of Ordinance No. 19-02 establishing a One-Way Street on East Sunset temporarily for the month of March 2019.

ITEM BACKGROUND

This was done for the first time last year due to extreme traffic and lack of access for emergency vehicles. It seemed to work well for improving parking and access. Therefore, staff would again seek to utilize this tool for March 2019.

This was the background information from last year's agenda item:

With the new venues developing on the northern end of the Island, traffic using East Sunset has increased causing access issues. The street was improved to include curb/gutter and a sidewalk on the south side in 2015, effectively narrowing the driving lanes of the street. In considering options to address the access issue, staff considered limiting on-street parking but that was not an option due to GLO beach access parking requirements.

During Spring Break 2017, staff found the roadway was too narrow to allow parking on both sides and two driving lanes. In trying to address this issue citywide, the City Council approved the development of a Master Thoroughfare Plan to analyze existing and proposed street widths, access, thoroughfare classifications based on usage and demand and a Raised Median Analysis.

BUDGET/FINANCIAL SUMMARY

None - \$300 was spent for signage and poles (already purchased in 2018)

COMPREHENSIVE PLAN GOAL

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

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

To ensure access, particularly for emergency vehicles, staff recommends making East Sunset one-way for the month of March (Spring Break).

ORDINANCE 19-02

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS ESTABLISHING EAST SUNSET DRIVE AS A ONE-WAY STREET (EASTBOUND) FROM MARCH 1, 2019 TO MARCH 31, 2019; PROVIDING FOR PENALTY FOR VIOLATION; PROVIDING FOR CUMULATIVE AND CONFLICTS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, to improve traffic flow City Council finds it necessary to designate East Sunset as a one-way street (eastbound) beginning March 1, 2019 and ending March 31, 2019.

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

Section one. One-way designation. East Sunset Drive from its intersection with Gulf Blvd. to its intersection with Padre Boulevard is hereby designated as a one-way street beginning at midnight March 1, 2019 and ending at 11:59 p.m. on March 31, 2019; and, vehicular traffic shall move only in an eastbound direction during the designated time.

Section two. Signs. The Public Works Director is authorized and directed to place signs at every intersection on East Sunset Drive giving the public notice that the road is designated for one-way traffic. The Signs shall be erected and maintained beginning at on March 1, 2019 and shall be removed on March 31, 2019.

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING THIS THE 16TH DAY OF JANUARY 2019.

PASSED AND APPROVED ON SECOND READING THIS THE 6TH DAY OF FEBRUARY 2019.

Dennis Stahl, Mayor

ATTEST:

Susan Hill, City Secretary

13-4

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

MEETING DATE: January 16, 2019

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

DEPARTMENT: Public Works Department

ITEM

Discussion and possible action to approve Change Order #6 for PR 100 (Padre Boulevard) Improvements.

ITEM BACKGROUND

The Padre Boulevard Sidewalk Improvement Project started in the design phase in 2015 with the award of a Transportation Alternatives Program (TAP) Grant. After public input and City Council direction, landscaping was added to create a buffer between traffic and pedestrians.

Since the first installation of the plants on May 8, 2018, vehicles started to run over them. High tides, rainstorms, and ground water have made these beds very soft and have caused some vehicles going over them to create deep ruts. A number of species of plants have not been able to survive these conditions.

Public Works started a pilot strip along one section to test grass. This area seems to be holding up well. It was tested by driving vehicles over it following a rainstorm and it held up well. Staff investigated the cost of changing these areas to grass and the total cost is estimated to be \$138,054 plus an annual maintenance cost of approximately \$20,000.

TxDOT, REIM, Kimley-Horn, and the City of South Padre Island held a meeting regarding areas that would not be able to have irrigation or brick pavers after having the sidewalk installed. This was all discussed due to unforeseen utility conflicts and drainage issues. One remedy discussed was to install 4" thick concrete (rip-rap) in the planter area with dyed concrete and then stamped with a brick paver design. This would need to have TxDOT approval, then relayed to the contractor for pricing. These changes would also require a change order from TxDOT and the City.

At the City Council meeting on December 5, 2018, Council directed staff to get a price to place concrete in these areas. TxDOT's contractor has submitted the quote, Change Order #6, for the stamped concrete in the amount of \$387,894. This amount includes removing the plants, irrigation drip lines and capping the irrigation system in these areas.

BUDGET/FINANCIAL SUMMARY

Advance Funding Agreement Original Amount:	\$766,010
Change Order to date	\$176,211
Estimated Available Funds	\$589,799

COMPREHENSIVE PLAN GOAL

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

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Quote for CHANGE ORDER #6

01/09/2019 8:32AM Page 1

REIM CONSTRUCTION
9612 N STEWART RD
MISSION, TX 78573
migueljr@reimconstruction.com

Contact: MIGUEL RAMOS JR
Phone: (956) 580-2675
Fax: (956) 580-4032
Cell: (956) 208-2770

Bond: Not Included
Sales Tax: Not Included
Bid Date:

Quote To:

Phone:
Fax:
Email:

Quote is valid for 30 days.

Item	Description	Quantity	Unit	Unit Price	Extension
1310	REMOVE PLANTS	5,370.000	EA	2.800	15,036.00
1315	REMOVE DRIP LINES	27,283.000	SF	0.500	13,641.50
1320	REMOVE 12" SOIL	3,030.000	SY	8.250	24,997.50
1325	REMOVE VALVE	27.000	EA	161.000	4,347.00
1330	CUT & CAPE MAIN IRRIGATION LINE	20.000	EA	70.000	1,400.00
1335	TAPE 4" BORE	24.000	EA	90.000	2,160.00
1340	SUBGRADE PREP	3,030.000	SY	9.900	29,997.00
1345	8" FLEX BASE	3,030.000	SY	25.500	77,265.00
1350	4" STAMPED CONCRETE RIPRAP	337.000	CY	650.000	219,050.00
Total Quote: \$					387,894.00

14-3

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

MEETING DATE: January 16, 2019

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action to award the bid for the lease/purchase of portable toilets and associated maintenance services.

ITEM BACKGROUND

After joint workshops, the Shoreline Task Force and City Council selected a “tasteful toilet” approach of portable toilets with decorative privacy enclosures installed year-round at various beach accesses to be evaluated at the end of the season. Council authorized a budget amendment for the rental of 20 ADA compliant “port-a-potties” on December 5, 2018. Council on December 17, 2018 then gave authorization to solicit formalized quotes in compliance with purchasing policy for the lease of these facilities with an option to buy at the end of term. After having received a single bid for this service, City staff recommends accepting this bid for year round restroom facilities at proposed beach accesses as per prior Shoreline Task Force recommendation and City Council approval.

BUDGET/FINANCIAL SUMMARY

\$169,000 budget amendment authorized December 5, 2018, setting not-to-exceed amount.

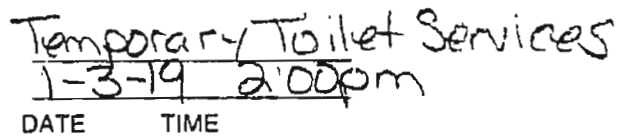
COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Award sole respondent A Clean Portoco in the amount of \$13,300 per 28-days (twenty ADA units serviced daily) plus one-time delivery and pick-up charges.



W. G. Knepper

15-3



4601 Padre Blvd
South Padre Island, Texas 78597
www.MySPI.org

Invitation to Bid Annual Requirements

INVITATION TO BID 2019-01-03 TEMPORARY TOILET SERVICES

Bids must be received before:

January 3, 2019

2:00 p.m. central time

City of South Padre Island

ATTN: City Secretary

4601 Padre Blvd.

South Padre Island, TX 78597

City of South Padre Island – City Secretary
4601 Padre Blvd • South Padre Island, TX 78597 • (956) 761-8109 • Fax (956) 761-3888
www.MySPI.org

15-4

TABLE OF CONTENTS

INTRODUCTION	3
DEFINITIONS	4
INSTRUCTIONS to BIDDERS	5-6
STANDARD TERMS and CONDITIONS	6-15
SPECIAL TERMS and CONDITIONS	15-19
TECHNICAL SPECIFICATIONS	19
QUOTATION FORM.....	20
CERTIFICATION and ACKNOWLEDGMENT	21

INTRODUCTION

Bids are solicited for an Annual Price Agreement for **Temporary Toilets** with the following definitions, terms and conditions of bidding. Upon acceptance and award of this bid, this Invitation to Bid becomes a working Agreement between the Parties.

A. NOTICE

Sealed bids are due at **2:00 p.m. on January 3, 2019** after which time all qualified bids will be opened and publicly read aloud at 4601 Padre Blvd, South Padre Island, Texas 78597. Bids received after the specified deadline will be returned unopened.

Sealed bids shall be clearly marked with the bid number and title and addressed to the City of South Padre Island – City Secretary. Bids shall be delivered using one of the following:

Hand-deliver to:	Mail to:	Ship to (FedEx, UPS, DHL):
4601 Padre Blvd	4601 Padre Blvd.	4601 Padre Blvd.
South Padre Island, TX 78597	South Padre Island, TX 78597	South Padre Island, TX 78597

Vendors may receive notice of bids from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Brandon Hill
Shoreline Director
bhill@myspi.org

The deadline for written questions is Friday, December 28, 2018 at @ 2:00 p.m.

C. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Vendors	December 12, 2018
Advertisement Dates	December 13 and 20, 2018
Deadline for Questions and Inquiries	December 28, 2018
ITB Due Date	January 3, 2019
Earliest Award by City	January 16, 2019

DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Vendor to furnish the services specified within this solicitation and obligating the City to pay for the services as specified.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. BIDDER/RESPONDENT/OFFERER

The Respondent identified throughout the solicitation that they consider themselves qualified to provide the services specified herein, and are interested in making an offer to provide the services to the City.

D. CITY

The City of South Padre Island, located in Cameron County, Texas.

E. CITY COUNCIL

The elected officials of the City of South Padre Island, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

G. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

H. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions and specifications for the services to be procured.

I. VENDOR/CONTRACTOR

Person or business enterprise providing services to the City as fulfillment of obligations arising from an agreement or purchase order.

15-7

INSTRUCTION TO BIDDERS

Qualified bidders interested in responding to this Solicitation must submit the following information as part of their bid response. Failure to provide any information requested in this Solicitation may result in disqualification of the bid response.

A. FORMS

All Responses must be submitted on the form(s) provided by the City, and accompanied by all required attachments. All figures must be written in ink or typewritten. Mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person certifying the bid.

B. RECEIPT OF BIDS

Sealed bids must be received by the City prior to the date and time specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Bids received after that time will be returned unopened to the Respondent. Bid responses submitted via fax or email is not acceptable.

C. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, which will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

D. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

E. TAX EXEMPT

Respondents bid prices must be net, exclusive of taxes. The City is exempt from State Retail Tax and Federal Excise Tax.

F. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware

on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.

2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

STANDARD TERMS and CONDITIONS

A. ACCEPTANCE

Acceptance is deemed to have occurred upon the latter of the following: the Vendor's signature on this Invitation to Bid or approval by the City Council, or their designee. A City of South Padre Island Purchase Order is required prior to the delivery of any services provided to the City.

B. ABSENCE of PURCHASE ORDER or AGREEMENT

The City is not responsible for delivery of any services without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this bid, prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING and PUBLICITY

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Agreement.

F. AWARD of CONTRACT

A Contract may be awarded to either the lowest responsible bidder or the bidder who provides services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- a. conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;

- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the City to acquire the bidder's goods or services; and
- n. any relevant criteria specifically listed in this request for bid.

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

G. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

H. CANCELLATION or TERMINATION

1. Termination For Cause:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services actually delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

15-10

4. Cancellation:

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

I. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Manager, 4601 Padre Blvd, South Padre Island, TX 78597.

J. CODES, PERMITS, LICENSES

Vendor shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the services delivered and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

K. COLLUSION

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

L. COMMUNICATION

To insure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the Bid then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed as provided herein.

M. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of

15-11

the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

N. DEFAULT

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Vendor has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Vendor's bid, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in cost of services, if any, and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of services unless the scope of work is significantly modified.

O. DELAYS

The City may delay scheduled deliveries or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Vendor from delaying the deliveries as notified.

P. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

Q. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot

resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

R. EFFECTIVE DATE and TERM

This Bid shall be effective upon approval by the City and full execution of this Invitation to Bid and issuance of a City Purchase Order, and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

S. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

T. FRAUD

Fraudulent statements by the Vendor on any bid or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

U. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

V. INDEPENDENT CONTRACTOR

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

W. INDEMNITY

VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

X. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance

with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City exercises anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under this Paragraph, and the City makes no warranty that the services, development or delivery of such deliverables will not impact such warranties of Vendor.

Y. INSURANCE REQUIREMENTS

Upon request, Vendor shall provide a copy of its insurance policies to the City.

Z. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

AA. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

BB. INVALIDITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

CC. LIABILITY

Any person, firm or corporation party to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of the Agreement. Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its

officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

DD. LIENS

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all services delivered under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

EE. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable by either party.

FF. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of South Padre Island, 4601 Padre Blvd., South Padre Island, TX 78597 and marked to the attention of the City Manager.

GG. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

HH. PAYMENT TERMS

1. Tax Exempt Status:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of South Padre Island, Accounts Payable, 4601 Padre Island, South Padre Island, TX 78597, and issued as required by the Purchase Order or Agreement. *Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address.* If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

15-15

3. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of services delivered, or the day of receipt of a correct invoice, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the good delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. Right To Audit:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. Firm Pricing:

The price shall remain firm for the duration of the Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. Price Warranty:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. Travel Expenses:

All travel, lodging and/or per diem expenses associated with providing the services specified must be included in the original Bid and resulting Purchase Order. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

II. PERSONAL INTEREST

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

JJ. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

KK. PROHIBITED VENDORS

The City of South Padre Island prohibits conducting business with vendors under the following conditions:

1. Vendors who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Vendors who boycott Israel. By signing and submitting this bid, Vendor certifies that:
 - a. Vendor does not boycott Israel; and
 - b. Vendor will not boycott Israel during the term of the agreement.

LL. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

MM. REIMBURSEMENTS

There is no expressed or implied obligation for the City of South Padre Island to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these services.

NN. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

OO. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to a Solicitation become the sole property of the City.

PP. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

QQ. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

RR. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

15-17

SS. VENDOR'S OBLIGATION

Vendor shall fully and timely provide all deliverables described in this Solicitation, Vendor's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

TT. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in South Padre Island, Texas, and the venue for any action related to this Agreement shall be South Padre Island, Texas. All issues arising from this Agreement shall be resolved in the courts of Cameron County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

UU. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

VV. WITHDRAWAL

Respondents may request withdrawal of a sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City in writing.

SPECIAL TERMS and CONDITIONS

A. TERM OF AGREEMENT

1. Original Term:

The initial term of the agreement shall become effective from date of acceptance and approval by the City of South Padre Island. It shall remain in full force and effect with firm fixed bid prices for twelve (12) months.

2. Renewal Term:

Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to two (2) additional one (1) years [three (3) years total]. The renewal will under the same terms and conditions as the original agreement; provided, however, that the unit prices bid under the original agreement may, by mutual consent, be increased by no more than ten (10) percent (10%) of the original agreement. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required

in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

C. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR

Vendor shall provide all material and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

D. WORKFORCE

If Services are to be performed principally on the City's premises or on public right-of-ways:

- a. Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement.
- b. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering services under the Agreement may not:
 - i. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.
- c. If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from services contemplated under this Agreement and may not employ such worker again under this Agreement without the City's prior consent.

E. COMPLIANCE WITH ALL SAFETY AND ENVIRONMENTAL REQUIREMENTS

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

F. STOP WORK NOTICE

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

G. WARRANTY OF SERVICES

15-19

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

In the event the Vendor is unable or unwilling to perform the Services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of Services originally required to purchase from the Vendor under the Agreement and procure conforming Services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the city to procure such services from an alternative source.

H. SUBCONTRACTORS

If the Vendor utilizes Subcontractors in providing the services under the Agreement, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:

1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
2. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
3. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
4. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
5. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
6. Shall pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

I. DAMAGE TO CITY PROPERTY

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. INSURANCE REQUIREMENTS

Vendor must maintain Insurance coverage and limits more fully described herein for the duration of the Agreement. Throughout the term of this Agreement the Contractor must comply with the following:

1. **Standard Insurance Policies Required:**
 - a. Commercial General Liability
 - b. Business Automobile Liability
 - c. Workers' Compensation
2. **General Requirements Applicable to All Policies:**
 - a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
 - b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit A; and shall be approved by the City before work begins
 - c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
 - d. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
 - e. The City will not accept "claims made" policies
 - f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City
3. **Commercial General Liability**
 - a. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
 - b. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
 - c. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
 - d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
 - e. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.
4. **Business Automobile Liability**
 - a. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.
 - b. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
 - c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
 - d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
 - e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.
5. **Workers' Compensation Insurance**

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

TECHNICAL SPECIFICATIONS

The City of South Padre Island seeks temporary toilets to supplement existing public restrooms at its beach access facilities. The City invites bids to the following technical specifications: twenty (20) individual, portable toilet units (referred to as "port-a-potties" or "port-a-johns"); all units must be Americans with Disabilities (ADA) compliant; each unit must contain at minimum toilet, hand sanitizer dispenser, and internal lighting. Every bid must include delivery, installation and removal of unit as well as documented daily service log and proof of insurance throughout duration of product placement. Responses to this invitation must itemize the monthly rental charge for each unit, the cost for daily janitorial service, and charges for any maintenance and repair. Responses may also itemize the cost to buy-out the toilet unit upon completion of any length of prescribed rental term (i.e., cost to purchase after six months of rental, twelve months of rental, 24-months of rental, etc.).

Quotation Form follows on next page.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Bidder certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: Nancy Perez Title: V. President
Typed Name: Nancy Perez Company Name: A Clean Portoco
Phone No.: (956) 230-1370 Fax No.: (956) 230-1450
Email: acp@portoco.com
Bid Address: PO Box 531607 Harlingen TX 78553
P.O. Box or Street City State Zip
Order Address: _____
P.O. Box or Street City State Zip
Remit Address: _____
P.O. Box or Street City State Zip
Federal Tax ID No.: 74-2793390
DUNS No.: 029142648
Date: 12-28-2018

FOR CITY USE ONLY

Approved By: _____ Date: _____
Title: _____

QUOTATION FORM

A. DATES FOR COMPLETION

Response must show the number of days required to provide services to the City's designated location under normal conditions. Unrealistically short or long completion promises may cause Response to be disregarded. Failure to state completion time obligates Respondent to complete services in 30 calendar days.

FOB: SOUTH PADRE ISLAND, TX

B. DISCOUNTS

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

C. QUANTITIES

Quantities indicated below are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

D. UNIT PRICES

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

E. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

F. QUOTATION

All Responses must be submitted on the form(s) provided below. Quantities provided are annual estimates. The City will order as needed, when needed during the term of the Agreement.

<u>Item #</u>	<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price per 28 days</u>
1.	AOA Compliant unit	(20 units)		\$ 175. ⁰⁰	\$ 3500. ⁰⁰
2.	Delivery (1 time fee)	(20 units)		\$ 15. ⁰⁰	\$ 300. ⁰⁰
3.	Pick up (1 time fee)	(20 units)		\$ 15. ⁰⁰	\$ 300. ⁰⁰
4.	Daily Service with refill of hand sani	(20 units)	Solution	\$ 17. ⁵⁰	\$ 9800. ⁰⁰

} 1 time fee

15-24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (MO) Haffeman Insurance Brokers 16100 Swingley Ridge Road, Suite 250 Chesterfield MO 63017	CONTACT NAME: Christine Flynn PHONE (A/C No, Ext): 636-489-0188 FAX (A/C, No): 636-536-0475 E-MAIL ADDRESS: christinef@heffins.com
INSURED Anrige, Inc. dba A Clean Portco PO Box 531607 Harlingen TX 78553	INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: AmTrust Insurance Company of Kansas, Inc. INSURER C: INSURER D: INSURER E: INSURER F:
ACLEANP-01	NAIC # 25011 15954

COVERAGES**CERTIFICATE NUMBER:** 1493442782**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			WPP1600355	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			WPP1590569	12/15/2018	12/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			KMB1043086	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an additional insured per policy form as respects to General Liability and Automobile Liability, if required by written contract (form #CG20380413 and CA9901870715). Primary & Non-Contributory is included per policy form as respects to the General Liability, if required by written contract (form #CG2038 0413). Waiver of Subrogation is included per policy form as respects to General Liability and Automobile Liability, if required by written contract (form #CG24040509, #CA9901870715).

CERTIFICATE HOLDER**CANCELLATION**

Town of South Padre Island
4601 Padre Blvd
South Padre Island TX 78597

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

15-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TEE & GEE UNDERWRITING MANAGERS, LP 8131 LBJ FREEWAY SUITE 750 DALLAS, TX 75251	CONTACT NAME: RISK MANAGEMENT DEPARTMENT PHONE (A/C No. Ext.): 888-785-4018 FAX (A/C No.): 866-737-1265 E-MAIL ADDRESS: CERTS@CORPSOLPEO.COM INSURER(S) AFFORDING COVERAGE INSURER A: SERVICE LLOYDS INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED HR RISK OF TEXAS, INC. 4040 BROADWAY, SUITE 103 SAN ANTONIO, TX 78209	NAIC # 43389

COVERAGES	CERTIFICATE NUMBER: 83	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0091213-2018A	8/8/18	8/8/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ALTERNATE EMPLOYER, ANRIGE, INC. DBA A CLEAN PORTOCO, IS PROVIDED WORKERS' COMPENSATION COVERAGE ONLY FOR EMPLOYEES PROPERLY ENROLLED AND ASSIGNED TO HR RISK OF TEXAS, INC. PURSUANT TO THE CLIENT SERVICES AGREEMENT BETWEEN ANRIGE, INC. DBA A CLEAN PORTOCO AND HR RISK OF TEXAS, INC.

CERTIFICATE HOLDER TOWN OF SOUTH PADRE ISLAND 4601 PADRE BLVD. SOUTH PADRE ISLAND, TX 78597	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Adam Goldberg
-------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

15-26



A CLEAN PORTOCO Construction Quotation



www.Portoco.com

P.O. Box 531607
Harlingen, Tx 78552

Customer : Town of South Padre Island
Brandon Hill
956-761-8166
bhill@myspi.org

Date: 11/26/18

Site : South Padre Island TX

Delivery
Service

Pick Up

Brandon

Attached is the pricing for our ADA toilets.
Please feel free to contact us should you have any questions.

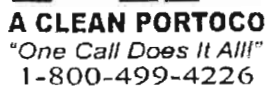
Respectfully,

Erica Taylor

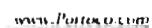
Quote Valid for 7 days

December 3, 2018

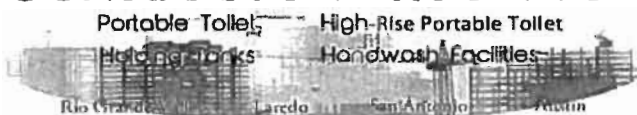
15-27



Portable Toilet High-Rise Portable Toilet
Holding Tanks Handwash Facilities



P.O. Box 53160
Harlingen, Tx 78552



- ❖ Fencing / Crowd

[illegible]

DWC: \$ 105.00

* Products billed on a net 28 day flat rate billing cycle

Signature and Date :

Total	\$	14,005.00
-------	----	-----------

15-28



A CLEAN PORTOCO Construction Quotation



www.Portoco.com
P.O. Box 531607
Harlingen Tx 78552

You as lessee is responsible for the following :

Portable Sanitation Products, Comfort Stations and Shower Trailers

1. Any Permits required.
2. Protecting ACP products from damage, theft, use by anyone except lessee, and returning all products (portable sanitation products, comfort stations, shower trailers, ect.) in good condition.
3. Lessee not authorized to place signs onto any A Clean Portoco products without approval.
4. Lessee of Comfort Station, Shower Trailers are responsible for water and power connections.
5. Lessee on long term lesse of comfort stations, shower trailers are responsible for minor repairs, normal repairs and up keep for A Clean Portoco Stations.
6. Indemnifying and holding harmless A Clean Portoco from any and all liability, which may arise out of the rental installation, use or removal of any portable sanitation products, comfort stations or shower trailers to property or grounds of lessee by A Clean Portoco
7. Any Local, State or Federal Taxes of any type.

Fencing

1. Any Permits required.
2. Notifying proper facilities to have all underground power/ water lines marked.
Note: ACP will not be responsible for damages to any underground utilities, pipeline, cable, ect.
3. Determining property lines and laying out the perimeter for the fence location.
4. Protecting fence and gates from damage, theft, use by anyone except lessee, and returning fence and gates in good condition
5. Indemnifying and holding harmless ACP Fence from any and all liability, which may arise out of the rental installation, use or removal of the fence and gates furnished by A Clean Portoco
6. Any Local, State or Federal Taxes of any type.

A Clean Portoco Fence Rental will be responsible for the following :

1. ACP will install Fence and Gates, which is only to be moved by ACP employees.
Note: Price is based on 1 trip to install and 1 trip to remove.
2. We will remove the fence and gates when you call in for the pick up.
Note: Please allow an advance notice of 1 week. Please remove any objects that will make it difficult to remove the fence (weeds, construction materials, vehicles, ect.)
Safety Note: Freestanding Panels are tripping hazards and ACP temporary fence rental assumes NO RESPONSIBILITY if anyone is injured from tripping on bases.

Lessee agrees to the following charges will apply for repair or replacement during duration of lesse :

Replacement Items & Fees:

(only applies to lessee that does not take damage waiver)

Fence Gate (6ft x 12ft) -	\$125 ea.		
Line T-Post -	\$9.00 ea.	Base for Fence -	\$ 25 ea.
Fence Chain Link Panel -	\$ 125 ea.	Labor Rate Min. 2 hrs -	\$ 50 per Hr

Initial and Date

15-29

Portable Sanitation Products :

Portable Toilets

Holding Tank (250 gallon)

Extra Service per portable sanitation product

Delivery per unit (M-F 6:00 am - 6:00 pm) One Time Fee

Pick Up per unit (M-F 6:00 am - 6:00 pm) One Time Fee

Delivery for After Hour (M-F 6 pm - 6 am & Sat, Sun)

Pick Up for After Hour (M-F 6 pm - 6 am & Sat, Sun)

Heavy Duty Unit 9" roll

Portable Toilet with Sink

Heavy Duty Unit 9" roll with Sink

Rolling Single Portable Unit

Rolling Double Portable Unit

High Rise Portable Toilet

High Rise HD 9" Unit

Service of Customer Own

Handicap Accessible Unit

Handwashing Stations 2 way 55 gallon fresh/waste

Hand Sanitizer Station 4 way 3,500 uses per bag

Full Service

Service Request for After Hour (M-F 6:00 pm - 6:00 am & Sat, Sun)

Water Tank with Pump (300 gallon)

Service to fill 1000 gallon water bladder bag with potable water

Grey Water Containers (250 gallon)

Service of grey water container (250 gallon)

55 gallon barrels

Service of barrels (55 gallon)

ACP Trash Boxes

Fence Products :

Fence Chain Link Panel (6ft x 12ft)

Fence Chain Link w/ t-post

Gates (6ft x 12ft) w/ hinge & wheel

Double Gate (6ft x 24ft) w/ hinges & wheels

Fence Black Privacy Mesh

Sand Bags for Fence

Crowd Barriers : two types Silver (4ft x 7ft) or Black (4ft x 8ft)

Delivery Fence Set Up (M-F 6:00 am - 6:00 pm) one time fee

Pick Up Fence Tear Down (M-F 6:00 am - 6:00 pm) one time fee

Delivery for After Hour Fence Set Up (M-F 6 pm - 6 am & Sat, Sun)

Pick Up for After Hour Fence Tear Down (M-F 6 pm - 6 am & Sat, Sun)

Comfort Station Products :

Elite Comfort Station (2 stall in womens side w/ 1 sink & 1 stall/ 1 urinal in men's side w/ 1 sink)

Deluxe Comfort Station (3 stall in womens side w/ 2 sink & 2 stall/ 3 urinal in men's side w/ 2 sink)

Premium Comfort Station (5 stall in womens side w/ 2 sink & 2 stall/ 3 urinal in men's side w/ 2 sink)

Presidential Comfort Station (5 stall in womens side w/ 2 sink & 2 stall/ 3 urinal in men's side w/ 2 sink)

ADA Combo Comfort Station (Handicap Accessible Shower and Restroom)

15-30

Shower Trailer Combo 4 Room (Showers and Restrooms 4 Individual rooms)
Shower Trailer 8 stall (8 showers with changin area and outside sink and mirror)
Delivery of Trailer (M-F 6:00 am - 6:00 pm) one time fee
Pick Up of Trailer (M-F 6:00 am - 6:00 pm) one time fee
Attendant for Event
Water Tank Trailer with Pump (300 gallon)
Generator to Power Trailers
Premium Fee
Service Fee

15-31

Times per Week Service

1x week

2x week

3x week

4x week

5x week

everday a week

15-32

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

MEETING DATE: January 19, 2019

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

DEPARTMENT: Public Works Department

ITEM

Discussion and action to award contract for the City Hall and Community Center Site Repairs to the low bidder, Willis Development, LLC and approve Change Order No. 1.

ITEM BACKGROUND

This project is for repairs at the City Hall and Community Center parking lots and driveways. The project was identified in the Reserve Study to be replaced this fiscal year. The repair plans were done in-house and bid out. Three bids were received on December 10, 2018. Of the three bids that were received, Willis Development, LLC was the low bidder.

The base bid consisted of replacing concrete driveways and asphalt spot repairs. Add Alternative Bid No. 1 consists of asphalt slurry seal. Add Alternative Bid No. 2 consists of high performance sealcoating. Add Alternative Bid No. 2 is recommended.

Willis Development's Base Bid amount is \$76,073.54. Including Add Alternative Bid No. 2 will bring the total contract amount to \$101,016.84. The total amount allocated from the Reserve Study for the project is \$87,363. By law, change orders can be adjusted up or down by a maximum of 25%. In order to bring the bid within the allocated funds, reducing the scope of the work on the base bid will reduce the base bid as per Change Order No. 1. The total amount of the contract will be the reduced base bid of \$57,055.98 plus Add Alternative No. 2 in the amount of \$24,943.38; for a total contract amount of \$81,999.36. This reduction represents an overall 18.83% reduction.

To summarize:

Budget:	\$ 87,363.00
Base Bid:	\$ 76,073.54
Add Alternative No. 2:	\$ 24,943.38
<u>Reduce by Change Order No. 1:</u>	<u>(\$19,017.56)</u>
Recommended Award Amount:	\$ 81,999.36

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

Goal 1: Provision of adequate public facilities.

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Recommend approval as presented

CHANGE ORDER NO. 1		DATE: 01-08-19		Contract No.		
P.O.#		PROJECT: City Hall and Community Center Site Repairs				
OWNER: City of South Padre Island 4601 Padre Blvd South Padre Island, TX 78597			CONTRACTOR: Willis Development, LLC 5813 Padre Blvd. Ph: (956) 572-3131 South Padre Island, TX 78597 Fax:			
PURPOSE OF THIS CHANGE ORDER: A. Reduce scope to be within budget. B. C.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
CITY HALL SITE REPAIR						
1	LF	Saw Cut Concrete Pavement	\$8.03	405	278	(\$1,019.81)
2	SY	6" Concrete Pavement	\$46.17	764	420	(\$15,882.48)
3	LF	Asphalt Crack Seal	\$1.71	3000	1763	(\$2,115.27)
					TOTAL	(\$19,017.56)
THE NET AFFECT OF THIS CHANGE ORDER IS			% INCREASE/DECREASE.			
LINE 1 (acct./work order number)			(\$1,019.81)			
LINE 2 (acct./work order number)			(\$15,882.48)			
LINE 3 (acct./work order number)			(\$2,115.27)			
TOTAL CHANGE ORDER			(19,017.56)			
ORIGINAL CONTRACT AMOUNT			\$76,073.54			
CHANGE ORDER NO. 1			(19,017.56)			
CHANGE ORDER NO. 2			-25.00% % CHANGE			
REVISED CONTRACT AMOUNT			0 % CHANGE			
			\$57,055.98	-25.00% % TOTAL CHANGE		
ORIGINAL CONTRACT TIME						
Time Extension No. 1			Days			
Revised Contract Time			0	Days		
SUBSTANTIAL COMPLETION DATE						
REVISED SUBSTANTIAL COMPLETION DATE						
APPROVED						
_____ A/E CONTRACTOR			_____ CITY ATTORNEY			
_____ CONSTRUCTION CONTRACTOR			_____ CITY MANAGER			
_____ PROJECT MANAGER			_____ MAYOR			
_____ CITY ENGINEER			_____ CITY SECRETARY			
_____ DEPARTMENT DIRECTOR			_____			

16-3

CITY HALL AND COMMUNITY CENTER SITE REPAIRS
December 10, 2018 10:00 a.m.

				BIDDER #1		BIDDER #2		BIDDER #3		ENGINEER'S ESTIMATE	
				G&T PAVING 2005 MERCEDES RD BROWNSVILLE, TX 78520		PEDERSON CONSTRUCTION 806 W. OCEAN BLVD. LOS FRESNOS, TX 78566		WILLIS DEVELOPMENT 5813 PADRE BLVD SOUTH PADRE ISLAND, TX		SPI	
Base Bid											
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
City Hall Site Repairs Base Bid											
1	Clearing, Grubbing, Demolition and Removal of Existing Roadway and Driveways	1	LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$7,980.00	\$7,980.00	\$11,460.00	\$11,460.00
2	Saw Cut Concrete Pavement	405	LF	\$1.00	\$405.00	\$3.00	\$1,215.00	\$8.03	\$3,252.15	\$3.50	\$1,417.50
3	6" Concrete Pavement	764	SY	\$60.00	\$45,840.00	\$97.00	\$74,108.00	\$46.17	\$35,273.88	\$63.50	\$48,514.00
4	Asphalt Saw Cut	610	LF	\$1.00	\$610.00	\$3.00	\$1,830.00	\$3.74	\$2,281.40	\$3.00	\$1,830.00
5	Asphalt Repairs (Scarify)	300	SY	\$45.00	\$13,500.00	\$38.00	\$11,400.00	\$30.78	\$9,234.00	\$26.50	\$7,950.00
6	Asphalt Crack Seal	3000	LF	\$3.00	\$9,000.00	\$2.99	\$8,970.00	\$1.71	\$5,130.00	\$1.50	\$4,500.00
7	White Striping	1280	LF	\$3.00	\$3,840.00	\$1.75	\$2,240.00	\$0.72	\$921.60	\$1.00	\$1,280.00
8	Handicap Loading Striping	3	EA	\$125.00	\$375.00	\$350.00	\$1,050.00	\$114.00	\$342.00	\$100.00	\$300.00
9	Handicap Decal	4	EA	\$125.00	\$500.00	\$200.00	\$800.00	\$114.00	\$456.00	\$75.00	\$300.00
City Hall Site Repairs Base Bid Subtotal					\$79,070.00		\$107,113.00		\$64,871.03		\$77,551.50
Community Center Site Repair Base Bid											
1	Clearing, Grubbing, Demolition and Removal of Existing Roadway and Driveways	1	LS	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$5,700.00	\$5,700.00	\$600.00	\$600.00
2	4" Sidewalk	40	LF	\$55.00	\$2,200.00	\$70.00	\$2,800.00	\$34.20	\$1,368.00	\$3.50	\$140.00
3	Asphalt Repairs (Scarify)	39	SY	\$35.00	\$1,365.00	\$38.00	\$1,482.00	\$30.75	\$1,199.25	\$63.50	\$2,476.50
4	Asphalt Saw Cut	72	LF	\$3.00	\$216.00	\$3.00	\$216.00	\$7.92	\$570.24	\$3.00	\$216.00
5	Asphalt Crack Seal	750	LF	\$5.00	\$3,750.00	\$2.99	\$2,242.50	\$1.71	\$1,282.50	\$1.50	\$1,125.00
6	White Striping	612	LF	\$3.00	\$1,836.00	\$1.75	\$1,071.00	\$1.21	\$740.52	\$1.00	\$612.00
7	Handicap Loading Striping	1	EA	\$125.00	\$125.00	\$350.00	\$350.00	\$114.00	\$114.00	\$100.00	\$100.00
8	Handicap Decal	2	EA	\$125.00	\$250.00	\$150.00	\$300.00	\$114.00	\$228.00	\$75.00	\$150.00
Community Center Site Repair Base Bid Subtotal					\$10,242.00		\$10,961.50		\$11,202.51		\$5,419.50
Base Bid											
City Hall Site Repairs Base Bid Subtotal					\$79,070.00		\$107,113.00		\$64,871.03		\$77,551.50
Community Center Site Repair Base Bid					\$10,242.00		\$10,961.50		\$11,202.51		\$5,419.50
Base Bid Total					\$89,312.00		\$118,074.50		\$76,073.54		\$82,971.00
Alternate Bid 1											
Add Alternative Bid No. 2 - City Hall and Community Center Slurry Seal											
1	City Hall - Asphalt Slurry Seal	4225	SY		NO BID	\$19.99	\$84,457.75	\$7.98	\$33,715.50	\$3.00	\$12,675.00
2	Community Center - Asphalt Slurry Seal	1174	SY		NO BID	\$19.99	\$23,468.26	\$7.98	\$9,368.52	\$3.00	\$3,522.00
Alternate Bid 1					NO BID		\$107,926.01		\$43,084.02		\$16,197.00

16-5

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Alternate Bid 2											
	Add Alternative Bid No. 1 - City Hall and Community Center High Performance Sealcoating										
1	City Hall - Asphalt Slurry Seal	4225	SY		NO BID	\$19.99	\$84,457.75	\$4.62	\$19,519.50	\$4.00	\$16,900.00
2	Community Center - Asphalt Slurry Seal	1174	SY		NO BID	\$19.99	\$23,468.26	\$4.62	\$5,423.88	\$4.00	\$4,696.00
Alternate Bid 2					NO BID		\$107,926.01		\$24,943.38		\$21,596.00

16-6

RESERVE STUDY AMENDMENT

ID	PROJECT NAME	UPDATED COST
Replacement Year FY 2018/2019		
1011	CC Concrete - Walkways, Rpl	\$1,428
1008	CC Parking - Asphalt Repairs, 1	\$2,359
1007	CC Parking - Asphalt Slurry Sealing	\$3,024
1028	CH Concrete Driveways, Rpl	\$28,152
1044	CH Paint - Exterior, Building Stone Walls	\$3,000
1081	CH Paint - Interior, Front Stairwell, Meeting Area	\$2,193
1116	CH Paint - Interior, Municipal Court Area	\$2,728
1084	CH Paint - Interior, Restrooms	\$6,222
1009	CH Parking - Asphalt Slurry Sealing	\$11,506
1010	CH Parking - Asphalt Repairs, 1	\$16,065
1198	FS Paint - Exterior, Overhead Metal Doors	\$3,570
1172	FS Paint - Exterior, Pipe Railing	\$1,285
1197	FS Paint - Exterior, Roll-Up Metal Doors	\$1,071
1148	FS Roofs and soffits, metal Replace	\$6,367
1085	CH Floor Cover - Carpet, Offices & Corridors, Rpl	\$15,670
1124	CH Floor Cover - Carpet, Offices, Corridors, & Lobby Rpl	\$6,359
1121	FS Paint - Exterior Stucco	\$11,634
	CH Concrete Driveways 2, Rpl	<u>\$24,829</u>

TOTAL FY 2018/2019 **\$147,462**

Replacement Year FY 2019/2020

1161	CH HVAC - Chilled Water Pump #1, Rpl	\$4,682
1163	CH HVAC - Chilled Water Pump #2, Rpl	\$4,682
1162	CH HVAC - Condenser Pump, #1, Rpl	\$4,682
1164	CH HVAC - Condenser Pump, #2, Rpl	\$4,682
1109	CH Paint - Seal, Polished Concrete, Lobby & Corridors	<u>\$3,459</u>

TOTAL FY 2018/2019 **\$22,187**

Replacement Year FY 2020/2021

1043	CH Elevators - Interior, Cab Re-Furbishment	\$5,943
1071	CH Furniture - Meeting, Case Goods, Rpl	\$1,337
1074	CH Furniture - Meeting, Executive Chairs, Rpl	\$8,065
1070	CH Furniture - Upholster. Stack Chairs, Rpl	\$13,796
1123	CH Paint - Interior, Offices & Corridors, Police Station	\$6,760

16-7

**South Padre Island Municipal Complex
Annual Expenditure Detail**

Description	Expenditures
-------------	--------------

Replacement Year 2017

1052	CH HVAC - Air Handler, RTU-1	39,400
1053	CH HVAC - Air Handler, RTU-3	39,400
1054	CH HVAC - Air Handler, RTU-4	39,400
1055	CH HVAC - Air Handler, RTU-6	39,400
1050	CH HVAC - Chiller, 127T, Refurbish	30,000
1048	CH HVAC - Cooling Tower, Refurbish.	18,000
1155	CH HVAC - Electrical Service Disconnects, RTU-1, Rpl	2,625
1156	CH HVAC - Electrical Service Disconnects, RTU-3, Rpl	2,625
1157	CH HVAC - Electrical Service Disconnects, RTU-4, Rpl	2,625
1158	CH HVAC - Electrical Service Disconnects, RTU-6, Rpl	2,625
1056	CH HVAC - Exhaust Fan, EF-1, Rpl	1,150
1149	CH HVAC - Exhaust Fan, EF-2, Rpl	1,150
1150	CH HVAC - Exhaust Fan, EF-3, Rpl	1,150
1151	CH HVAC - Exhaust Fan, EF-4, Rpl	1,150
1045	CH HVAC - Facility Control System, Upgrade	13,000
1040	CH Paint - Exterior Building Joint Calking, Rpl	30,000
1061	CH Power - Generator, Diesel, 400K, Refurbish	10,000
1145	FS HVAC - HP-1 Package Unit Commercial, 10T, Rpl	25,000
1147	FS HVAC - HP-3 Package Unit Commercial, 6T, Rpl	14,000

Total for 2017	\$312,700
-----------------------	------------------

Replacement Year 2018

1011	CC Concrete - Walkways, Rpl	1,428
1008	CC Parking - Asphalt Repairs, 1	2,359
1007	CC Parking - Asphalt Slurry Sealing	3,024
1028	CH Concrete Driveways, Rpl	28,152
1075	CH Floor Cover - Carpet, Meeting Areas, Rpl	10,477
1115	CH Floor Cover - Carpet, Municipal Court Area, Rpl	6,636
1152	CH HVAC - Exhaust Fan, EF-5, Rpl	1,173
1153	CH HVAC - Exhaust Fan, EF-6, Rpl	1,173
1154	CH HVAC - Exhaust Fan, EF-7, Rpl	1,173
1044	CH Paint - Exterior, Building Stone Walls	14,382
1081	CH Paint - Interior, Front Stairwell, Meeting Area —	2,193
1076	CH Paint - Interior, Meeting Areas —	4,794
1116	CH Paint - Interior, Municipal Court Area	2,728
1084	CH Paint - Interior, Restrooms	6,222
1009	CH Parking - Asphalt Slurry Sealing	11,506
1010	CH Parking - Asphalt Repairs, 1	16,065
1179	FS Overhead Doors - Retrofit Roller System	17,850
1198	FS Paint - Exterior, Overhead Metal Doors	3,570
1172	FS Paint - Exterior, Pipe Railing	1,285
1197	FS Paint - Exterior, Roll-Up Metal Doors	1,071

**South Padre Island Municipal Complex
Detail Report by Category**

CC Concrete - Walkways, Rpl - 2018

Asset ID	1011	1 total	@ \$1,400.00
Community Center		Asset Cost	\$1,400.00
Concrete		Percent Replacement	100%
Placed in Service	January 2008	Future Cost	\$1,428.00
Useful Life	10		
Adjustment	1		
Replacement Year	2018		
Remaining Life	1		



40	- lin.ft. 4'Wx4"T concrete sidewalks @	\$35.00 =	<u>\$1,400.00</u>
		Total =	\$1,400.00

CH Concrete Driveways, Rpl - 2018

Asset ID	1028	1 total	@ \$27,600.00
City Hall		Asset Cost	\$27,600.00
Concrete		Percent Replacement	100%
Placed in Service	January 2008	Future Cost	\$28,152.00
Useful Life	10		
Adjustment	1		
Replacement Year	2018		
Remaining Life	1		



3,450	- sq.ft 6"H concrete paving, drives	@	\$8.00 =	<u>\$27,600.00</u>
-------	-------------------------------------	---	----------	--------------------

South Padre Island Municipal Complex
Detail Report by Category

CC Parking - Asphalt Overlay, Rpl - 2030

Asset ID	1026	1 total	@ \$15,750.00
Community Center		Asset Cost	\$15,750.00
Parking/Asphalt		Percent Replacement	100%
Placed in Service	January 2008	Future Cost	\$20,374.30
Useful Life	20		
Adjustment	3		
Replacement Year	2030		
Remaining Life	13		
10,500 - sq. ft. of 2.0" overlay @ \$1.50 = <u>\$15,750.00</u>			
Total = \$15,750.00			

CC Parking - Asphalt Repairs, 1 - 2018

Asset ID	1008	1 total	@ \$2,312.50
Community Center		Asset Cost	\$2,312.50
Parking/Asphalt		Percent Replacement	100%
Placed in Service	January 2008	Future Cost	\$2,358.75
Useful Life	3		
Adjustment	8		
Replacement Year	2018		
Remaining Life	1		
350 - sq.ft. sawcut and remove 2" asphalt & replac @ \$5.00 = \$1,750.00			
750 - lin.ft. crack seal @ 0.75 = <u>562.50</u>			
Total = \$2,312.50			

These quantities are rough estimates

CC Parking - Asphalt Repairs, 2 - 2021

Asset ID	1037	1 total	@ \$812.50
Community Center		Asset Cost	\$406.25
Parking/Asphalt		Percent Replacement	50%
Placed in Service	January 2008	Future Cost	\$439.74
Useful Life	3		
Adjustment	11		
Replacement Year	2021		
Remaining Life	4		

South Padre Island Municipal Complex Detail Report by Category

CC Parking - Asphalt Repairs, 2 continued...



50 - sq.ft. sawcut and remove 2" asphalt & replac	@	\$5.00 = \$250.00
750 - lin.ft. crack seal	@	0.75 = 562.50
		Total = \$812.50

These are estimated quantities

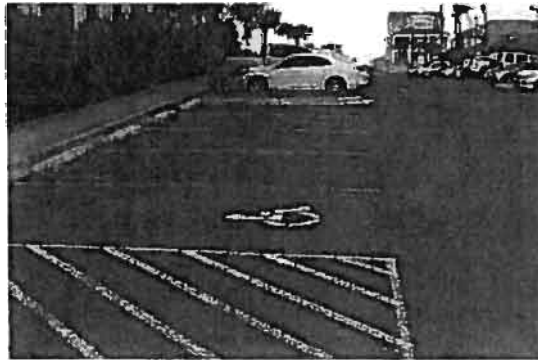
CC Parking - Asphalt Slurry Sealing - 2018

Asset ID	1007	1 total	@ \$2,965.00
Community Center		Asset Cost	\$2,965.00
Parking/Asphalt		Percent Replacement	100%
Placed in Service	January 2008	Future Cost	\$3,024.30
Useful Life	6		
Adjustment	5		
Replacement Year	2018		
Remaining Life	1		
10,560 - sq.ft.2 coat application	@	\$0.25 =	\$2,640.00
30 - re-stripping, parking stalls	@	8.50 =	55.00
2 - re-stripping HDCP stalls	@	35.00 =	<u>70.00</u>
		Total =	\$2,965.00

South Padre Island Municipal Complex
Detail Report by Category

CH Parking - Asphalt Slurry Sealing - 2018

Asset ID	1009	1 total @ \$11,280.00
	City Hall	Asset Cost \$11,280.00
	Parking/Asphalt	Percent Replacement 100%
Placed in Service	January 2008	Future Cost \$11,505.60
Useful Life	6	
Adjustment	5	
Replacement Year	2018	
Remaining Life	1	



40,800 - sq.ft., 2 coat, slurry seal	@	\$0.25 =	\$10,200.00
90 - re-stripping, parking stalls	@	8.50 =	765.00
6 - re-stripping HDCP stalls	@	35.00 =	210.00
3 - re-stripping HDCP loading	@	35.00 =	105.00
		Total =	\$11,280.00

CH Parking - Asphalt Overlay, Rpl - 2030

Asset ID	1027	1 total @ \$61,050.00
	City Hall	Asset Cost \$61,050.00
	Parking/Asphalt	Percent Replacement 100%
Placed in Service	January 2008	Future Cost \$78,974.68
Useful Life	20	
Adjustment	3	
Replacement Year	2030	
Remaining Life	13	

16-12

BID AND CONTRACT DOCUMENTS,
SPECIFICATIONS AND CONSTRUCTION PLANS
FOR

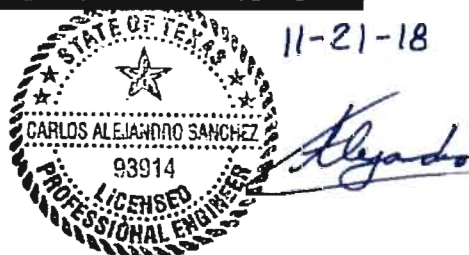
CITY HALL AND COMMUNITY CENTER SITE REPAIRS



CITY OF SOUTH PADRE ISLAND

DEPARTMENT OF PUBLIC WORKS
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS 78597
TELEPHONE (956)-761-8159 - FAX (956)761-3898

NOVEMBER 2018



16-13

INVITATION TO BIDDERS

PROJECT: City Hall and Community Center Site Repairs
BID DATE: December 6, 2018
BID TIME: 3:00 PM
ENGINEER: SOUTH PADRE ISLAND
C. ALEJANDRO SANCHEZ, P.E., CFM
Telephone -- (956) 761-8158

Sealed Bids for the CITY HALL AND COMMUNITY CENTER SITE REPAIRS PROJECT, South Padre Island, Texas will be received by the City of South Padre Island, at the office of the City Secretary, located at 4601 Padre Boulevard, South Padre Island, Texas, until the time stated above. All bids will be publicly opened and read aloud.

All Bids must be on a Unit Cost basis for the Contract Work. Bids received after the stated time will not be accepted.

Copies of the above documents may be obtained at the office of the Department of Public Works in accordance with the Instructions to Bidders. There is no charge for the documents.

Bid security in the amount of 5% of the bid submitted must accompany each bid in accordance with the Instructions to Bidders.

Statutory Bonds for performance of the contract and for payment of mechanics and materials will be required in an amount equal to 100% of the accepted bids.

The Owner reserves the right to hold all bids for 30 days from date of receipt without action, to reject any and all bids, to waive irregularities and to require statements or evidence of bidder's qualifications including financial statements.

NOTE: A PRE-BID MEETING WILL BE HELD ON Monday, December 03, 2018 AT 3:00 PM AT THE ADDRESS NOTED ABOVE. THE PRE-BID MEETING IS NOT MANDATORY.

INSTRUCTIONS TO BIDDERS

1. Proposal shall be submitted on the Bid form furnished, including the Statement of Bidder Qualifications and Subcontractor List Form. Fill in all blank spaces and all amounts must be in figures clearly marked.

It is the intent of the City of South Padre Island to award the contract for the work to the lowest responsible bidder as determined by the City of South Padre Island.

Proposals shall be signed with the name typed below the signature. Where the bidder is a Corporation, proposals shall be signed with the legal name of the Corporation followed by the name of the officer authorized to bind the Corporation to a contract. The completed forms shall be without interlineation, alternation, or erasure. Seal bid documents in an envelope addressed to the office of the City Secretary, City of South Padre Island, 4601 Padre Blvd., South Padre Island, Texas, 78597, and clearly labeled with the full title of the project. The bidder's firm name shall appear on the outside of the envelope.

2. Causes for Rejection; Waiver of Irregularities; Disqualification.

The Owner reserves the right to reject any bids, and to waive any and all informalities and irregularities in bids, whenever the Owner deems the rejection or waiver to be in its interest. In any case of ambiguity or lack of clarity in stating the prices in the bid, the Owner will use the construction most advantageous to it, or reject the bid. Other causes for the Owner to disqualify a bidder or reject its bid include:

- a) The bid has any omission, alteration of form, addition or condition not called for, or unreasonable or unbalanced unit bid prices.
- b) The bid is incomplete or is not accompanied by an acceptable bid guaranty.
- c) More than one bid is submitted by the bidder.
- d) There is evidence of collusion among bidders.
- e) There is evidence of unsatisfactory performance, default or litigation with an owner by the bidder under a previous contract, either with this Owner or with another owner, including work by the bidder as a subcontractor.
- f) There is evidence that the bidder is behind schedule, in arrears in payment to an employee, subcontractor or material supplier, in default, or in litigation with an owner under an existing contract.
- g) The Owner determines that the Bidder is not responsible because there is evidence that the bidder does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or any other attribute) to assure the satisfactory completion of the Project.
- h) The Owner determines that the bidder has been convicted of a criminal offense committed in Cameron County, Texas involving fraud, theft, bribery, kickbacks or

unlawful gifts to a public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of Bidder's qualifications or the advertised contract award date.

- i) More than 70 percent of the work will be performed by subcontractors to the Contractor.
- j) The Bidder does not meet the minimum experience qualifications established in the Statement of Bidder's Qualifications.

The Owner reserves the right to determine which bidder is the lowest responsible bidder and to award the contract on this basis, as well as the right to know how much of the work will be performed with the bidder's own forces. Each bidder by submission of a bid waives any claims it has or may have against the Owner, the Engineer, its subconsultants and their employees and any other consultants, and any trustees, officers, and employees of Owner, connected with or arising out of the bid administration, bid evaluation, recommendation for Contract award, the award of the Contract and the rejection of any bids.

3. Subcontractors.

The Owner may require you to submit the names and qualifications of the subcontractors and material suppliers which you propose to use for the work. You must submit this list using the Owner's Subcontractor List Form included in these documents with your bid. Bidders are advised that all persons, firms, corporations or other parties to whom the bidder proposes to award a subcontract hereunder must be acceptable to the Owner. The Owner will notify you in writing before the award of the contract if the Owner has an objection to any subcontractor. If the Owner objects to a subcontractor, you may withdraw your bid without forfeiting your bid guaranty, or submit a substitute subcontractor for the Owner's acceptance. If there is a change in your bid price to cover a difference in cost, the Owner may accept the changed bid price, or disqualify your bid. If the Owner has reviewed and accepted any subcontractors, you must use only the accepted subcontractors on the work for which they were accepted. Accepted subcontractors may be changed only with the written approval of the Owner. The Owner may require you to submit to the Owner non-collusion affidavits of subcontractors before subcontracts are executed.

4. Bidder Qualification.

You must submit on the form furnished in these documents a statement of your qualifications. The Owner has the right to take any steps it deems necessary to determine the ability of a bidder to perform its obligations under the Contract, and you will be required to furnish the Owner with all information and data for this purpose as it may request. The Owner reserves the right to reject any bid where an investigation of the available data does not satisfy the Owner that a bidder is qualified to properly carry out the terms of this Contract. The Owner will disqualify a Bidder from award of the Contract if the Bidder has been convicted of a criminal offense committed in Cameron County, Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a

public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of Bidder's qualifications or the advertised contract award date. A bid from an entity disqualified under this provision will not be considered for any purpose. If this is a federally funded project, all contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not perform any work on this Project.

5. Certified or Cashier's check on a State or National Bank of State of Texas, or a Bidder's Bond from an acceptable Surety Company authorized to transact business in the State of Texas, in the total amount of not less than five percent (5%) of the maximum amount of the proposal payable without recourse to the City of South Padre Island, must accompany each proposal as a guarantee that if awarded the contract, the bidder will promptly enter into contract and execute required bonds on the forms provided. The Cashier's Check or envelope clearly marked and attached to the envelope containing the proposal. All bid securities will be returned thirty (30) days after bid opening.
6. The City of South Padre Island will require payment and performance bonds in the amount of 100% of the contract amount payable to the City of South Padre Island.
7. The bidder, before submitting the proposal, shall investigate and familiarize himself with existing conditions on the site, and be prepared to complete the work as indicated and specified.
8. Within thirty (30) days after the opening of the proposal, the City of South Padre Island will act upon them. The acceptance of the proposal will be in writing.
9. The successful bidder shall commence work within ten (10) days after receipt of written notice to proceed and shall progress therewith so that the work shall be completed in accordance with the terms of the contract documents within the time allowed after the date of the written notice to proceed.

PROPOSAL

The Bidder shall fill in all blanks with the required information.

TO: CITY OF SOUTH PADRE ISLAND
4601 PADRE BOULEVARD
SOUTH PADRE ISLAND, TEXAS 78597
ATTN: CITY SECRETARY

LADIES AND GENTLEMEN:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that I/we have examined the invitation to Bid, Instructions to Bidders, the Contract, the General and Supplementary Conditions, General Requirements and the Drawings and Specifications referred to therein; that I/we have visited the site and hereby offer to and will furnish all necessary equipment, appliances, tools, labor, supervision, insurance and other accessories and services required by said documents for the following work for the following sum of money:

Note, one contract will be awarded for the CITY HALL AND COMMUNITY CENTER SITE REPAIRS. The following describes the elements of the bid:

BASE BID: City Hall Site Repairs Base Bid
Community Center Site Repairs Base Bid

Add Alternative No. 1 – Seal Slurry

Add Alternative No. 2 – High Performance Sealcoating

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CITY HALL SITE REPAIRS BASE BID					
1	Clearing, Grubbing, Demolition and Removal of Existing Concrete Pavement	1	LS		
2	Saw Cut Concrete Pavement	168	LF		
3	6" Concrete Pavement	384	SY		
4	Asphalt Saw Cut	708	LF		
5	6" Asphalt Repairs (Scarify)	300	SY		
6	Asphalt Crack Seal	3000	LF		
7	White Striping	1280	LF		
8	Handicap Loading Striping	3	EA		
9	Handicap Decal	4	EA		

CITY HALL SITE REPAIRS SUBTOTAL

\$ _____

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMUNITY CENTER SITE REPAIRS BASE BID					
1	Clearing, Grubbing, Demolition and Removal of Existing Concrete Sidewalk	1	LS		
2	4" Sidewalk	40	LF		
3	6" Asphalt Repairs (Scarify)	39	SY		
4	Asphalt Saw Cut	72	LF		
5	6" Asphalt Repairs (Scarify)	39	SY		
6	Asphalt Crack Seal	750	LF		
7	White Striping	612	LF		
8	Handicap Loading Striping	1	EA		
9	Handicap Decal	2	EA		

COMMUNITY CENTER SITE REPAIRS SUBTOTAL

\$ _____

ADDENDUM NO. 1

December 04, 2018

PROJECT: CITY HALL AND COMMUNITY CENTER SITE REPAIRS

OWNER: CITY OF SOUTH PADRE ISLAND
4601 PADRE BLVD.
SOUTH PADRE ISLAND, TX 78597

BID OPENING: MONDAY, DECEMBER 10, 2018 AT 10:00 A.M.

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

All Bidders submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of this Addendum by signing.

CLARIFICATION

1. Saw cut locations are around concrete replacement areas shown on plans. See Addendum No. 1 revised quantity sheet for length.
2. Community Center asphalt repair area not found during the last assessment. Quantity is what was previously estimated. The location will need to be field verified and approved by the City. Contractor encouraged to do field visit before bidding.
3. Saw cut quantity based on previous assessment at Community Center. See note 2.
4. Item No. 5 is a duplicate. See Addendum No. 1 Revised Quantity sheet.

Carlos Alejandro Sanchez P.E.

12/4/2018
Date

Acknowledge Receipt by signing and returning to Public Works Department attention Vedette Garza by email or fax at 956-761-3898.



ADDENDUM NO. 2

December 04, 2018

PROJECT: CITY HALL AND COMMUNITY CENTER SITE REPAIRS
OWNER: CITY OF SOUTH PADRE ISLAND
4601 PADRE BLVD.
SOUTH PADRE ISLAND, TX 78597

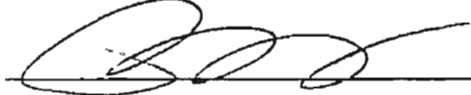
BID OPENING: MONDAY, DECEMBER 10, 2018 AT 10:00 A.M.

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

All Bidders submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of this Addendum by signing.

Quantities verified see below.



12/6/18
Date

Acknowledge Receipt by signing and returning to Public Works Department attention Vedette Garza by email vgarza@myspi.org or fax at 956-761-3898.

16-21

ADDENDUM NO. 3

December 07, 2018

PROJECT: CITY HALL AND COMMUNITY CENTER SITE REPAIRS

OWNER: CITY OF SOUTH PADRE ISLAND
4601 PADRE BLVD.
SOUTH PADRE ISLAND, TX 78597

BID OPENING: MONDAY, DECEMBER 10, 2018 AT 10:00 A.M.

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

All Bidders submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of this Addendum by signing.

ADDENDUM TYPE:

Additional scope added to the project. See revised plans dated November 13, 2018, with revised scope quantities.



12/7/18
Date

Acknowledge Receipt by signing and returning to Public Works Department attention Vedette Garza by email vgarza@myspl.org or fax at 956-761-3898.

16-22

REVISED SCOPE

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CITY HALL SITE REPAIRS BASE BID					
1	Clearing, Grubbing, Demolition and Removal of Existing Concrete Pavement	1	LS		7980
2	Saw Cut Concrete Pavement	405	LF	8.03	3252.15
3	6" Concrete Pavement	764	SY	46.17	35273.28
4	Asphalt Saw Cut	610	LF	3.74	2281.40
5	6" Asphalt Repairs (Scarify)	300	SY	30.78	9234.00
6	Asphalt Crack Seal	3000	LF	1.71	5130.00
7	White Striping	1280	LF	7.2	9216.00
8	Handicap Loading Striping	3	EA	117	351.00
9	Handicap Decal	4	EA	114	456.00

CITY HALL SITE REPAIRS SUBTOTAL

\$ 64,871.03

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMUNITY CENTER SITE REPAIRS BASE BID					
1	Clearing, Grubbing, Demolition and Removal of Existing Concrete Sidewalk	1	LS		5700.00
2	4" Sidewalk	40	LF	34.20	1368.00
3	6" Asphalt Repairs (Scarify)	39	SY	30.75	1199.25
4	Asphalt Saw Cut	72	LF	7.92	570.24
5	Asphalt Crack Seal	750	LF	1.71	1282.50
6	White Striping	612	LF	1.21	740.52
7	Handicap Loading Striping	1	EA	114.00	114.00
8	Handicap Decal	2	EA	114.00	228.00

64,871.03

CITY HALL SITE REPAIR SUBTOTAL \$ ~~46,354.80~~

COMMUNITY CENTER SITE REPAIRS SUBTOTAL \$ ~~6,000.00~~ 11,202.51

BASE BID TOTAL \$ ~~56,358.00~~ 76,073.54

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ADD ALTERNATIVE BID NO. 1 – CITY HALL AND COMMUNITY CENTER SLURRY SEAL					
1	City Hall – Asphalt Slurry Seal	4225	SY	7.98	33,715.50
2	Community Center – Asphalt Slurry Seal	1174	SY	7.98	9368.52

ADD ALTERNATIVE BID NO. 1 TOTAL \$ 43,084.02

99,442.01

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ADD ALTERNATIVE BID NO. 2 – CITY HALL AND COMMUNITY CENTER HIGH PERFORMANCE SEALCOATING*					
1	City Hall – Pavement Sealer (High Density Mineral Bond or Approved Equal)	4225	SY	4.62	19,519.50
2	Community Center – Pavement Sealer (High Density Mineral Bond or Approved Equal)	1174	SY	4.62	5,423.88

*Contractor to provide Manufacture Data sheet.

ADD ALTERNATIVE BID NO. 2 TOTAL \$ 24,943.30

Bidder acknowledges receipt of the following addendum:

<u>Addendum #1</u>	Date <u>12.9.18</u>
<u>Addendum #2</u>	Date <u>12.12.18</u>
<u>Addendum #3</u>	Date <u>12.9.18</u>

Bidder understands that the City of South Padre Island reserves the right to reject any and all bids, to waive any informalities, and to accept the lowest responsible bidder as determined by the City of South Padre Island.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed from the City of South Padre Island and to fully complete the project within the limits established by the Supplementary Conditions hereto attached and made a part hereof. Bidder further agrees to pay as liquidated damages the amount or amounts specified in the Supplementary Conditions. BIDDER EXPRESSLY ACKNOWLEDGES THAT HE READ AND FULLY UNDERSTANDS THE PROVISIONS FOR LIQUIDATED DAMAGES AS DESCRIBED IN ITEMS 8 AND 9 OF THE SUPPLEMENTARY CONDITIONS, AND; FURTHER BIDDER ACKNOWLEDGES HE IS IN FULL AGREEMENT THEREWITH.

The Bidder further agrees that from the compensation otherwise to be paid, the Owner may retain the sum which is indicated in the schedule set forth in Item 9 of the Supplementary Conditions for each working day after the completion date that the work at the time stipulated in Item 8 of the Supplementary Conditions of these documents. This sum is not to be construed in any sense a penalty.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract agreement immediately, and shall deliver the Surety Bonds and Insurance as required by the Instruction to the Bidders.

Bid security as required by the Instructions to Bidder in sum of Seven thousand two hundred five thousand (\$ 7,205,000) is hereto attached. The Bid security is to become the property of the City of South Padre Island in the event the Proposal is accepted by the City of South Padre Island and the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City of South Padre Island caused there by.

Respectfully submitted,

Signature: _____

Print) By: _____

(Print) Title: _____

(Seal, If bid by a corporation)

Will's Development, LLC

Business Name

5813 P.D. Blvd

South Pasadena TX 78557

Business Address

956 572 3131

Business Phone

CNA SURETY

Bid Bond

Bond No. 72104463

CONTRACTOR:

(Name, legal status and address)

Willis Development, LLC
5813 Padre Blvd.
South Padre Island, TX 78597

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 North Franklin
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of South Padre Island
4601 Padre Boulevard
South Padre Island, TX 78597

BOND AMOUNT: 5% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

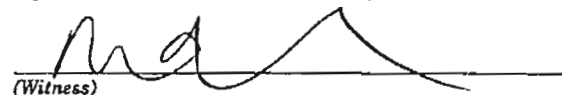
City Hall and Community Center Site Repairs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

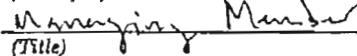
Signed and sealed this 10th day of December, 2018.


(Witness)

Willis Development, LLC

(Principal)

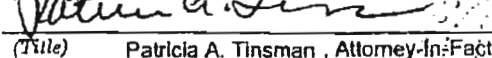
(Seal)


(Title)

Western Surety Company

(Surety)

(Seal)


(Title) Patricia A. Tinsman, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

16-27

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Weisbrot, Patricia A Tinsman, Individually

of Pipersville, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2018.



WESTERN SURETY COMPANY

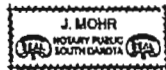
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of August, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of December 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F-4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, If you want to verify bond authenticity.

16-28

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2017

ASSETS

Bonds	\$ 1,895,156,151
Stocks	28,408,086
Cash, cash equivalents, and short-term investments	24,679,133
Receivables for securities	7,500,016
Investment income due and accrued	22,426,771
Premiums and considerations	37,932,713
Amounts recoverable from reinsurers	1,562,035
Current federal and foreign income taxes recoverable from CNA Financial Corporation	3,481,084
Net deferred tax asset	10,688,834
Receivable from parent, subsidiaries, and affiliates	11,647,470
Other assets	10,215
Total Assets	\$ 2,043,492,508

LIABILITIES AND SURPLUS

Losses	\$ 201,046,845
Loss adjustment expense	57,918,199
Commissions payable, contingent commissions and other similar charges	10,047,343
Other expenses (excluding taxes, license and fees)	943,877
Taxes, License and fees (excluding federal and foreign income taxes)	3,447,669
Unearned premiums	223,752,269
Advance premiums	5,436,181
Ceded reinsurance premiums payable	1,720,726
Amounts withheld or retained by company for account of others	7,338,456
Provision for reinsurance	239,534
Payable to parent, subsidiaries and affiliates	12,934
Payable on security transactions	4,000,000
Other liabilities	367,837
Total Liabilities	\$ 516,271,870

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,243,148,801
Surplus as regards policyholders	\$ 1,527,220,637
Total Liabilities and Capital	\$ 2,043,492,508

I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

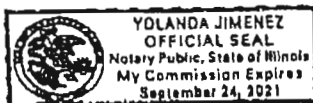


Western Surety Company

By Troy Wray
Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:



Yolanda Jimenez
Notary Public

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Received

DEC 19 2018

STATEMENT OF BIDDER'S QUALIFICATIONS

Answer all questions. Provide responses that are clear and comprehensive. Attach additional information provided on separate sheets. This statement must be notarized. City of South Padre Island
Purchasing Department

1. Company name:

Willis Development, LLC

2. Permanent main office address:

5813 Padre Blvd, South Padre Island TX 78597

3. Telephone Number: 956 572 3191

4. Federal Tax Identification No. 20-0247456

5. Form of ownership:

☐ Proprietorship
☐ Partnership (☐ Limited or ☐ General)
☐ Corporation
☒ LLC
☐ Joint Venture
☐ Other (specify):

6. When organized 2003

7. If a corporation, where incorporated

Texas

8. How many years has your company been engaged in business under its present name?

15. Give former names of the company, with dates of operation under each name

9. General character of work performed by your company

General Contractor, Commercial, Residential & Site work

10. Has your company ever failed to complete, defaulted, or been terminated on a project?

☐ yes ☒ no. If yes, give project name and location, owner and engineer names, and explanation

11. Has your company been convicted of a criminal offense committed in Cameron County,

SBO-1

16-31

Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official(s)? If so, did the conviction occur within three years immediately preceding the date of the submission of your bid, this statement of Bidder's qualifications, or the date identified as the contract award date in the Invitation For Bid. _____ yes X no. If yes, explain

12. Is your company involved in a pending investigation(s) or criminal prosecution of a criminal offense alleged to have been committed in Cameron County, Texas, involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official. _____ yes X no. If yes, explain

13. Does your company have previous final judgments filed against the Owner for breach of contract, fraud, misrepresentation or conversion? _____ yes X no.

14. Has your company refused to execute a contract with the Owner following an award of the contract by the South Padre Island City Council? _____ yes X no.

15. Did your company violate the anti-lobbying provisions of a current or previous contract by making contact with a member of the South Padre Island City Council prior to award of the contract? _____ yes X no. If yes, explain

16. Does your company have any involvement in prior, pending or threatened claims or litigation alleging 1) fraud, misrepresentation or conversion 2) non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the Owner; or 3) any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or 4) non-payment to subcontractors and material suppliers? _____ yes X no. If you answered yes to either 1, 2, 3 or 4 above, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of such claim or litigation (attach additional pages if necessary).

17. Your company certifies that it will complete the work involved in this Project with no less than 70 percent of its own forces and no more than the remaining 30 percent with subcontractors.

18. Has your company or any of your subcontractors' companies ever failed to take corrective action on items of work under warranty during the warranty period? _____ yes X no. If yes, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of the warranty issue (attach additional pages if necessary).

19. Has your company or any of your subcontractors' companies been cited for safety violations on any project within the last five years? _____ yes X no. If yes, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of the safety issue. (attach additional pages if necessary).

20. Your company certifies that the Superintendent/Manager you propose for this Project assigned has sufficient knowledge, skills and experience in similar Project work X yes _____ no. If no, explain _____

21. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract X yes _____ no. If no, explain _____

22. Has your company failed to remit sales tax, property tax or utility payments to the City of South Padre Island in a timely manner? _____ yes X no. Your company certifies that it is not in arrears in the payment of any obligations to the City of South Padre Island, including, without limitation, property or sales taxes, fees or utility charges X yes _____ no. If no, explain _____

~~23~~ In order to be considered qualified for the work included in this Contract your company must have completed four (4) projects of substantially similar character involving roadway widening and reconstruction for a public entity in the last three (3) years.

24 List ALL projects of a substantially similar character involving roadway widening and reconstruction with a cost in excess of \$500,000.00 that your company has completed as a prime contractor or subcontractor within the last two years. You may attach your own list if it contains all of this information.

Project Name	Owner and Telephone	Engineer Name and Telephone	Completion Date

25. List ALL projects with a cost in excess of \$500,000.00 that your company is presently constructing as a prime contractor or subcontractor. Give project name and location, owner and engineer names and phone numbers, project status, and whether the project is on schedule. You may attach your own list if it contains all of this information.

Project Name	Engineer Name and Telephone	Scheduled Complete Date	Estimated Completion Date	Project Status

26. List the name, position, residence address, background and experience of each principal member of your firm, including the officers: Patrick J McNulty - owner

1182 Whiting South Padre Island TX 78587

27. List bank references, including contact name and title, address and phone number of contact person: First Community Bank, John Reid, VT 956 7618585

28. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City of South Padre Island, Texas? yes ☒ no. If no, explain:

It is a small island and I don't want my financials to be public record, I will allow a party to review but no copies

29. Complete A below if you are a non-resident bidder (your company's principal place of business is not in Texas). Failure to do so will automatically disqualify your bid. Resident bidders must check the line in B.

A. Our company is a non-resident bidder. Its principal place of business is the state of

Check one of the following:

1. ___ Non-resident bidders in the state of our principal place of business are required to bid ___ percent lower than resident bidders by state law. A copy of the statute is attached.

2. ___ Non-resident bidders in the state of our principal place of business are not required to underbid resident bidders in order to secure contract awards.

B. ☒ Our principal place of business or corporate offices are in the State of Texas.

30. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's bid? ☒ yes ___ no.

a) That you are fully informed of the contents of the bid and the circumstances of its preparation;

b) That your bid is genuine and is not a collusive or sham bid;

c) That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of South Padre Island or any other bidder; and,

d) The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

31. I authorize and request any person or firm to furnish any information requested by the City of South Padre Island to verify the information contained in this Statement of Bidder's Qualifications.

Willis Development
Printed company name of bidder

By: [Signature]
Signature

Patrick McNulty
Printed Name, Title

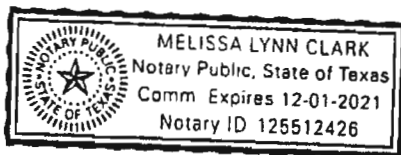
12/19/18
Date

State of TX

County of Cameron

Patrick McNulty, being duly sworn deposes and says that s/he is
Managing member of Willis Development and that all of the
information and responses contained in this Statement of Bidder's Qualifications are true and
correct.

Subscribed and sworn to before me on 12/19/18



[Signature]
Notary Public, State of Texas

Notary stamp:

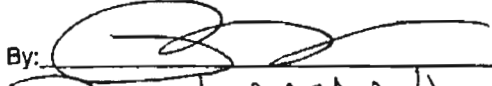
SUBCONTRACTORS LIST FORM

I intend to utilize the following subcontractors on this Project:

Type	Name	Address	Phone Number
Site Work	FP Haul		
Paving:			

I agree that I will not substitute subcontractors without the written approval of the Owner.

Bidder/Contractor:

By: 
Patrick Murphy
Printed Name, Title

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS
COUNTY OF CAMERON

THIS AGREEMENT, made and entered into this ____ day of _____, **2018**, by and between the City of South Padre Island of the County of Cameron and State of Texas, acting through Susan Guthrie, City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____, of the City of _____ TX, County of _____, and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing ever date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

CITY HALL AND COMMUNITY CENTER SITE REPAIRS

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by City of South Padre Island, Public Works, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within thirty (30) **working days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions of the contract.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF SOUTH PADRE ISLAND
Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: _____
Susan Guthrie

By: _____

ATTEST:

ATTEST:

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ Of the City of _____

County of _____, and State of _____, as

principal, and _____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (Owner), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied a length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and Plans and Specification hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities, on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____ 20_____.

Principal _____

Surety _____

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ Of the City of _____

County of _____, and State of _____, as

principal, and _____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are

held and firmly bound unto _____ (Owner), in the penal

sum of _____ Dollars (\$ _____) for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators,

executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the

_____ day of _____, 20____, to which contract is hereby referred to

and made a part hereof as fully and to the same extent as if copied a length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said

Principal shall pay all claimants supplying labor and material to him or a subcontractor in the

prosecution of the work provided for in said contract, then, this obligation shall be void;

otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160

of the Revised Civil Statutes of Texas as amended and all liabilities, on this bond shall be

determined in accordance with the provisions of said Article to the same extent as if it were

copied at length herein."

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or

addition to the terms of the contract, or to the work performed thereunder, or the plans,

specifications, or drawings accompanying the same, shall in anyway affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or

addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____ 20_____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is: _____

(SAMPLE FORM)
CERTIFICATE OF INSURANCE

TO: _____ Date _____
Project No. _____
Type of _____
Project _____
Owner _____
Address _____

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation			
Public Liability			1 Person \$ _____
Contingent Liability			1 Accident \$ _____
Property Damage			1 Person \$ _____
Builder's Risk			1 Accident _____
Automobile			
Other			

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)

By _____

Title _____

16-44

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of and clarified by the ENGINEER before proceeding with any work. Proceeding with the affected work without instructions from the ENGINEER can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the word "ENGINEER" is used in this contract with reference to the execution and interpretation of plans, specifications, and contract documents, it shall be understood as referring to the City of South Padre Island Public Works Director.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or word of like importance shall mean approved by or acceptable or satisfactory to the ENGINEER.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meanings of the words, terms, or clauses defining the character of the work.

16-45

5. EXHIBITS

All work shall be done and all materials finished in strict conformity with the appended advertisement, "Information for Bidder", "Proposal", "Supplementary General Conditions", "Agreement", "Bonds", "Insurance", specifications and plans all of which are hereto attached.

6. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished with three (3) copies of all plans, profiles, and specifications without expense to him, and shall keep one copy of the same constantly accessible on the work site.

7. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual length, area, solid, contents, number and weight only shall be considered, unless otherwise specifically provided.

8. LINE AND GRADE STAKING

All layout and construction staking shall be done by the Contractor from control points shown on the plans.

9. ENGINEER AND INSPECTION

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint from time to time such engineers and inspectors as the said Owner may deem proper, to inspect the material furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the engineers or inspectors for the proper inspection and examination of the work and all parts of the same. The Contractor shall furnish all reasonable aid and assistance required by the engineers or inspectors as appointed, when the same are consistent with the obligations of the Agreement and the accompanying specifications provided; however, should the Contractor object to any order by any subordinate engineer or inspector, the Contractor may within six (6) days make written appeal to the Director of Public Works for his decision.

10. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this contract that all work must be done, all material must be furnished in accordance with the generally accepted practice, and the event of any discrepancies between the plans and specifications, or otherwise, or in the

16-46

event of any doubt as to the meaning and intent of any portion of the contract, specifications or plans, the ENGINEER shall define which is intended to apply to the work.

11. LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

12. ESTIMATED QUANTITIES

This agreement, including the specifications, plans, and estimates, is intended to show clearly all work to be done and material to be furnished under this contract at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work and material furnished.

Where payment is based on the unit price methods, the Contractor agree that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract, and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any "Major Item" should become as much as 50% more than, or 50% less than the estimated or contemplated quantity for such items, then either parts of this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 50% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total contract cost, computed on the basis of the final Contract Price.

13. CHANGES AND ALTERATIONS

The Contractor further agrees that the OWNER may make such changes and alterations as the Owner may see fit, in the line, grade, form, dimensions, plans, or materials for the work herein contemplated, or any part therefore, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not

16-417

constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise, such additional work shall be paid for as provided under Extra Work.

In case the OWNER shall make such changes or alterations as shall make useless any work, then the OWNER shall recompense the Contractor used in said work, for any material or labor so used, and for any actual loss occasioned by such changes, due to actual expenses incurred in preparation for the work as originally planned.

14. EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER and OWNER to be done by the Contractor to accomplish any change, alteration, or addition to the work shown upon the plans, or reasonably implied by the specifications, and are not covered by the Contractor's Proposal, except as provided under Change and alterations in Paragraph 14 herein above.

It is agreed that the Contractor shall perform all extra work under the direction of the ENGINEER when presented with a Written Work Order signed by the ENGINEER; subject, however, to the right of the Contractor to require a written confirmation to pay the Contractor for performing said Extra Work shall then be determined by one or more of the following methods.

Method (A) - By agreed unit prices;

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B)
Can be agreed upon before the Extra
Work is commenced, then the
Contractor shall be paid the
"actual field cost" of the work,
plus (15%).

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foreman, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, if the kind of equipment or machinery be not already at the jobsite, together with all power, fuel, lubricants, water and similar operating expenses; also, all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable portion

of premiums on Construction and Maintenance Bonds, Public Liability and Property Damages and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the ENGINEER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 90 percentage of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall compensate him for his profit, overhead, general superintendence, and field office expenses, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, saved that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost".

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. Notice is hereby given that all change orders must be executed in writing before the work is started; any extra work performed otherwise will be at the Contractor's risk. In case any orders or instructions, whether oral or written, appear to the Contractor to involve Extra Work for which he should receive compensation, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arises as to what does or does not constitute Extra Work, or as to the payment therefore, and ENGINEER insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" therefore, as provided under Method (C).

15. PRELIMINARY APPROVAL

No Engineer, supervisor, or inspector shall have any power to waive the obligations of this contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications.

No failure or omission of any Engineer, supervisor, or inspector to condemn any defective work or material shall release the Contractor from the obligations to at once tear out, remove, and properly replace the same at any time prior to final acceptance upon the discovery of said defective work, or material; provided, however, that the ENGINEER, shall upon request of the Contractor, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

16. DEFECTS AND THEIR REMEDIES

It is further agreed that the work or any part therefore, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conform it with the specifications, the Contractor shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuilt or otherwise remedy such work so that it shall be in full accordance with this contract.

17. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, except as otherwise provided or in the Supplementary and General Requirements Specifications, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, plans and specifications and within the time of completion hereafter designated; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the Department of Public Works may direct the time and manner of construction the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The Contractor further agrees that he will commence within ten days after the date of the written Notice to proceed, and will progress therewith so that the work shall be substantially completed in accordance with the terms of the agreement as stated in the Proposal and Supplementary conditions. By term "substantially completed" it is meant that the structure has been made suitable for use or occupancy and is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment. The project will not be deemed "substantially completed" until all paving work is complete and all sidewalks, crosswalks, pedestrian ramps, and other ADA facilities are completed and ready for TDLR review and acceptance.

18. EXTENSION OF TIME

Should the Contractor be unduly delayed in the completion of the work by any cause which the ENGINEER shall decide justifies the delay, then an extension of time will allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the Department of Public Works; provided, however, that the Contractor shall give the Public Works Director/ENGINEER notice in writing within ten days of the cause of such delay.

19. HINDRANCESS AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any cause (except where the work is stopped by of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stopping of said work shall be paid by the OWNER to the Contractor.

20. PRICE FOR WORK

In consideration of the furnishing of all the necessary labor, equipment, and material, and the completion of all work by the Contractor, and on the completion of all work and delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the Contractor the prices set forth in the Proposal hereto attached, which has been made a part of this contract; and the Contractor hereby agrees to receive such prices in full furnishing all material and all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement, the attached specifications, and requirements of the ENGINEER.

21. PARTIAL PAYMENT

The Contractor shall submit a written statement showing as completely as practicable the total value of the work he has accomplished up to and including the last day of the preceding month (said statement shall include the value of all sound materials delivered on the job site that are to be fabricated into the work and for which invoices are furnished to the ENGINEER on or before the third (3rd) day of each month).

The Department of Public Works shall then prepare a statement for partial payment to the Contractor on or before the tenth (10) day of each month.

The OWNER shall then pay the Contractor once a month the total amount of the statement (provided the Contractor has timely submitted his statement to the ENGINEER and timely submitted his payroll reports to the OWNER), less then percent (10%) of the amount thereof, which ten percent (10%) shall be retained until final payments, and further less all previous payments, and further less or further sums that may be retained by the Owner under the terms of this Agreement and other Contract Documents, It is understood, however, that in case the whole work be near to completions and some unexpected and unusual delay occur due to no fault or neglect on the part of the Contractor, the OWNER may, upon written recommendation of the ENGINEER , pay a reasonable and equitable portion of the retained percentage to the Contractor; or, the Contractor at the OWNER'S option, may be relieved of the obligation to fully completed the work, and thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated in Paragraph 24 hereof.

22. FINAL COMPLETION AND ACCEPTANCE

Within fifteen (15) days after the Contractor has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER, and the OWNER shall inspect the work and within said time, if the work is found to be completed in accordance with the Plans and Specifications, the OWNER will issue the Contractor a Certificate of Completion.

23. FINAL PAYMENT

Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the Contractor on or before the thirtieth (30th) day after the date of the Certificate of Approval has been issued, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the Contractor.

24. DELAYED PAYMENTS

Should the OWNER fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, or should the ENGINEER fail to issue any statement on or before the date above provided, then the OWNER shall pay to the Contractor in addition to the sum shown as due by such statement, interest thereon at the rate of five percent (5%) per annum from date due as provided in Paragraphs 22 and 24, until fully paid, which shall fully liquidate any injury to the Contractor growing out of such delay in payment.

25. ENGINEER'S AUTHORITY AND DUTY

It is mutually agreed between the parties of this Agreement that the ENGINEER shall inspect all work included herein and give directions relative to the execution of the work.

The ENGINEER shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and this construction thereof. The ENGINEER'S estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In any case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the ENGINEER shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The ENGINEER shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the OWNER shall be adjusted and determined by the ENGINEER.

26. CONTRACTOR'S DUTY

The Contractor shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the site of the work continually during its progress. The Contractor will make available emergency staff and telephone numbers for non-working hours in case of emergencies or other problems related to the project which must be taken care of immediately. The emergency staff representing the Contractor must respond within 30 minutes from notification.

27. CONTRACTOR'S AGENT

The Contractor during his absence from the work shall keep a competent superintendent or manager upon the work, fully authorized to act for him in his absence and to receive such orders as may be given for the proper continuance of the work. Notice to do any work, to alter work, to cease work which the Contractor is obligated to do; or concerning any imperfections in work or any material furnished when given to the superintendent or manager of the Contractor in charge of any operation of the work in the absence of the Contractor, provided any notice given under this paragraph shall be in writing.

28. CHARACTER OF EMPLOYEES

The Contractor agrees to employ only orderly, competent and skillful employees to do the work; and that whenever the ENGINEER shall inform him in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the same without the ENGINEER'S written consent.

29. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery, and material necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that the OWNER, shall furnish the same, and it is also understood that the OWNER shall not be held responsible for care, preservation, conservation, or protection of any material, tools or machinery or any part of the work until it is finally completed and accepted. It should be understood that the OWNER will not loan plant tools or equipment to the Contractor.

30. RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT

If, at any time, the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work or the rate or progress required under this contract, the ENGINEER may order the Contractor in writing to increase their safety or improve their character and efficiency, and the Contractor shall comply with such order.

If at any time the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

31. SANITATION

Necessary sanitary conveniences for use of laborers on the work, properly scheduled from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the ENGINEER and their use shall be strictly enforced.

32. CONTRACTOR'S BUILDINGS

The building of structures or other forms of protection will be permitted only at such places as the ENGINEER shall direct and the sanitary conditions of the grounds in or about such structures shall, at all times, be maintained in a manner satisfactory to the Department of Public Works and the ENGINEER.

33. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor assumes the sole responsibility for the safety and protection of the premises, adjoining property, employees, pedestrian, vehicles, vehicle operators, and other persons and shall provide and maintain suitable signs, barricades, and at night shall also maintain warning lights, as will effectually warn pedestrians and vehicular traffic of any obstruction and safeguard the public and the work from injury or damage.

The Contractor shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, vehicular traffic, all adjoining property, employees and other persons.

34. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered and which might be injured or seriously affected by any process of construction, to be undertaken by this agreement, from any damages or

injury by reason of said process of construction.

The Contractor shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, all adjoining property, employees and other persons.

35. PROTECTION AGAINST CLAIMS SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

The Contractor agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the OWNER may pay unpaid bills, of which the OWNER has written notice direct and withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the Contractor shall be resumed in full, in accordance with the terms of this contract, but in no event shall no provisions of this sentence be construed to impose any obligation upon the OWNER by either the Contractor or his Surety.

36. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

The Contractor shall protect and save harmless the OWNER from all and every demand for damages, royalties or fees on any patented invention used by him in connection with the work done or material furnished under his contract; provided, however, that if any patented material, machinery, appliance, or invention is clearly specified in this contract, then, and in that event, the cost of procuring the rights of use and the legal release or indemnity shall be borne and paid by the OWNER, direct unless such cost is determined and directed to be included in the bid price at the time the proposal is submitted.

37. LAWS AND ORDINANCES

The Contractor shall, at all times, observe and comply with all Federal, State, and Local law, ordinances and regulations, which in any manner effect the contract of the work, shall be responsible for obtaining all necessary permits, such as buildings, plumbing, fire, tree, creek and etc. as required for the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such law and ordinance, whether by the Contractor or his employees. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the OWNER may enter into contract, shall be controlling, and shall be considered as part of this

16-55

contract, to the same effect as though embodied herein.

38. LIQUIDATED DAMAGES FOR DELAY

And the Contractor agrees that time is of the essence of this contract, and that for each day of delay beyond the date stated in the Supplementary Conditions for the completion of the work herein specified and contracted for, the OWNER may withhold permanently from the Contractor's total compensation the sum or amount stated in the Supplementary Conditions as stipulated liquidated damages for such delay.

39. ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, nor sublet said contract without the written consent of the Owner, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The Contractor further agrees that the subletting of any portion or feature of the work or materials required in the performance of this contract, shall not relieve the Contractor from his full obligations to the OWNER, as provided by this Agreement.

40. ABANDONMENT BY CONTRACTOR

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or when such orders are consistent with this Contract, or with this Agreement, or with the Specifications hereto attached, then, and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the construction bond, or another Contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore, (except when used in connection with Extra Work, where credit shall be allowed as provided for under Paragraph 15, Extra Work); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- (a) The OWNER may thereupon employ such force on men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and the expense so charged shall be deducted and paid by the OWNER out of such monies as may be due, or that may thereafter at any time become due to the Contractor under any by virtue of the Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same has been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or Surety shall pay the amount of such expenses to the OWNER; or
- (b) The Owner under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost under this contract, such increase shall be charged to the Contractor, and the Surety shall be and main bound therefore. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under this contract, the contractor and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the Contractor and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 23 hereinabove, shall be issued. A complete itemized statement of the contract accounts certified to by the Department of Public Works and the ENGINEER as being correct, shall then be prepared and delivered to the Contractor and his surety, whereupon the Contractor and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the Contractor and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety fail to pay the amount due the OWNER, within the time designated herein above, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, shall be mailed to the Contractor and his Surety at the respective

addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or otherwise giving of such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days of said notice, the OWNER may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, on the work, and belong to persons other than the Contractor or his Surety, to their proper OWNERS.

41. BOND

It is further agreed by the parties to this contract that the Contractor will execute payment and performance bonds for the satisfactory performance of the work in accordance with this contract in the forms provides for this purpose, and it is agreed that this contract not be affect until such bonds are furnished to and approved by the OWNER.

42. TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions or adjustment presented by the Contractor shall be in writing and filed with the Department of Public Works and the ENGINEER within a reasonable time after the ENGINEER has given any directions, orders, or instructions to which the Contractor desires to take exceptions. The Department of Public Works and the ENGINEER shall reply to such written exceptions by the Contractor and render his final decision in writing. In case the Contractor should appeal from the Department of Public Works and the ENGINEER'S decision, such appeal shall be filed with the ENGINEER and the OWNER in writing with ten (10) days after the date of the Department of Public Works and the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the Contractor of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

43. BOYCOTT OF ISRAEL

CONTRACTOR, executing this Agreement verifies that it does not Boycott Israel, and during the term of this Agreement will not Boycott Israel, as that term is defined in Texas Government Code Section 808.001

44. DISCLOSURE OF BUSINESS RELATIONSHIP/AFFILIATIONS; CONFLICT OF INTEREST

CONTRACTOR represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and will comply with any other state law requirements for contract disclosure.

END OF GENERAL CONDITIONS OF AGREEMENT

GENERAL REQUIREMENTS

A. GENERAL

The specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for building and completing the various units or elements of the project. The specifications are intended to be so written that only first class workmanship and finish of the best grade quality will result. The fact that these specifications may fail to be so complete as to cover all details will not relieve the Contractor of full responsibility for providing a completed project of high quality, first class finish and appearance and satisfactory for operation all within the apparent intent of the plans and specifications.

B. MATERIALS

These specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality. The specifications for materials set out the minimum standard of quality which the owner believes necessary to procure a satisfactory project. No substitutions will be permitted unless the Contractor has received written permission of the ENGINEER to make a substitution for the material which has been specified.

Where the term "Or Equal" or "Or Approval Equal" is used, it is understood that if a material, product or piece of equipment bearing the name so used is furnished, it will be approvable as the particular trade name was used for the purpose of establishing a standard of quality acceptable to the Owner. If a product of any other name is proposed for use, the Engineer's approval thereof must be obtained before the proposed substitute is procured by the Contractor. Wherever the alternate "Or Equal" is used, it is understood to mean "Or Approved Equal".

The manufacturer of each item of material and/or equipment shall furnish the Owner with a sworn statement that all material furnished by him under this contract complies with these specifications and all applicable ASTM, AWWA, ASA, and Federal Specification as set forth herein.

C. MANUFACTURER'S QUALIFICATIONS

All material and equipment furnished under this Contract shall be the product of manufacturers who are known to be skilled and who have been regularly engaged for a period of five years or more in the manufacture of each specified type of equipment, or its counterpart.

D. CHANGE OF LOCATION

Unless otherwise shown in the plans, no change of the alignment is contemplated. However, should a change be necessary due to difficulty in right-of-way, or other reasons, the Owner, reserved the right to make such change. Unless it can be clearly shown that such change will be allowed the Contractor, except as provided by unit prices applicable to such change.

E. HANDLING MATERIALS NOT APPROVED

The contractor shall remove from the site any materials found to be damaged and any materials not meeting the specifications shall be taken off the site. These materials shall be removed promptly, unless the Department of Public Works and the Engineer will accept the materials after repairing. Materials found to be damaged, or not acceptable to the Engineer, shall be removed if installed and then found to be damaged or not acceptable. Inspection before installation shall not relieve the contractor from any responsibility to furnish good quality materials.

F. SAFETY AND PROPERTY PROTECTION

1. Barricades, Guards and Safety Provision: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns, and guards as required shall be placed and maintained during the progress of the construction work and until is it safe for traffic to use the roadway. When necessary, watchmen shall be provided to prevent accidents and no extra compensation will be allowed therefore. Rules and regulations of the local authorities respecting safety provisions shall be observed.
2. Property Protection: Trees, Fences, signs, poles, guy wires, and all other property shall be protected unless their removal is authorized, and any property damage shall be satisfactorily restored by the Contractor.

The Contractor shall make adequate provisions for the protection of permanent paving, both concrete and asphalt, from damage by construction equipment.

SUPPLEMENTARY CONDITIONS

The Supplementary Conditions are in addition to and do not void any portions of the General Conditions of the Agreement or other parts of the Contract Documents; however, wherever there is a direct conflict in meaning, these General Supplementary Conditions take precedence.

1. MATERIAL AND EQUIPMENT

It shall be clearly understood the responsibility for the protection and safekeeping of equipment and materials on the project site will be entirely that of the Contractor and that no claim shall be made against by reason of any act of another Contractor, an employee, or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately move same. No materials or equipment may be placed upon any property until the OWNER has approved the location contemplated by the Contractor to be used for storage.

2. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense;

- a. To take every prevention against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at this site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor;
- c. To clean up frequently and remove all refuse, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.
- d. Before final payment, to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3. SAFETY REQUIREMENTS

Every reasonable and proper precaution shall be taken by the Contractor to insure the safety of the work and employed personnel, the public, and the adjacent property whether publicly or privately owned.

To protect persons from injury and to avoid property damage, barricades, signs, lanterns, or lights and guards as required shall be placed and maintained by the Contractor at the site and access way during the progress of the construction.

Rules and Regulations governing "Occupational Safety and Health Standards" as published by the Occupational Safety and Health Administration, Department of Labor, shall be observed for all operations and all work performed under this contract.

All costs involved in complying with the above requirements shall be borne by the Contractor.

4. DETOURS

The Contractor shall provide barricades, signs, lights or guards and any other items required to maintain properly marked detours around his operations.

All costs involved in complying with the above requirements shall be born on by the Contractor.

5. SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS

The specifications and plans are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not in the other shall be executed as if it had been set forth in both.

Should anything necessary for a clear understanding of the work be omitted from the specifications and plans or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the ENGINEER before proceeding with the construction affected thereby. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

All products specified by manufacturer's name shall be installed in accordance with manufacturer's printed instructions.

When equipment or material furnished by the Contractor cannot be installed as specified or as shown on the plans, the Contractor shall, without extra cost to the OWNER, make all modifications required to properly install the equipment or material. Such modifications shall be subject to the approval of the ENGINEER.

Dimensions and elevations shown on the plans shall be accurately followed even if they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the ENGINEER.

The general arrangement of all accessories and appurtenances shall be as indicated on the plans or as later furnished on approved shop drawings.

Reference to standard specifications of any technical society, organization, or association or to codes of local or state authorities shall mean the latest standard, code, specification or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

No attempt has been made in the specifications to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the Contractor and his employees and his subcontractors.

6. PERMITS AND FEES

The Contractor shall make applications for, secure and pay all costs for permits, inspection fees, licenses and deposits required for the work to be performed.

Each subcontractor shall bear the cost of permits and fees relative to work.

7. SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 7:00 p.m. and 7:00 a.m. nor on Sundays or Legal Holidays without the written approval of the Owner in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment or in case of emergency.

Any work necessary to be performed after or outside regular working hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the OWNER.

8. TIME OF COMPLETION

Article 17 of the General Conditions of the Agreement shall be supplemented as follows.

The Contractor shall have substantially completed all construction work undertaken by him no later than thirty (30) working days from the date of issuance or a written notice to proceed from the OWNER.

Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M. The Contractor has the option of working on Saturdays. Provide sufficient advance notice to the OWNER when scheduling work on Saturdays. If work requiring an Inspector to be present is performed on a Saturday, and weather or other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

9. LIQUIDATED DAMAGES

Article 38 of the General Conditions of the Agreement shall be supplemental as follows:

The Contractor agrees that time is of the essence on this contract and that for each working day of delay beyond the time established for completion of the work specified and contract for the OWNER may withhold permanently from the Contractor's compensation the sum of Seven Hundred and Eighty-Five Dollars (\$785.00) as stipulated liquidated damages for delay.

10. PROGRESS SCHEDULES

Prior to beginning work, the Contractor shall furnish the Engineer with an anticipated progress schedule covering all the work to be performed under this contract. During construction, the Contractor shall revise the schedule periodically as requested to reflect as nearly as possible to actual construction operations. The Contractor shall also furnish the ENGINEER as soon as possible with a schedule showing ordering delivery dates of all equipment materials to be incorporated in the work; these dates shall be keyed to the proposed progress schedule for the work.

11. SUBCONTRACTING

- a. The Contractor may utilize the service of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the ENGINEER, which approval will not be given until the Contractor submits to the Department of Public Works and the ENGINEER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Department of Public Works and the ENGINEER may require.
- c. The Contractor shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Notice to Bidders, General and Supplementary Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the OWNER may exercise over the Contractor under provisions of the Contract Documents.

16-LS

- e. The General Contractor will be responsible for and make good at its own expense any damage or injury to work done by subcontractors until final completion and final acceptance of all the work to be done.
- f. Nothing contained in this contract shall create any contractual relation between subcontractor and the OWNER.

12. INSPECTION AND TESTING

If Contract specifications, codes, or OWNER'S instructions require any work to be specially tested or approval, the Contractor shall give the ENGINEER a 24 hour notice of its readiness for inspection and make all necessary thereof. The Contractor shall finish at his expense all labor and assistance that may be needed by the Department of Public Works and the ENGINEER in performing any testing or supervision thereof.

13. MEASUREMENT AND PAYMENT

The total bid price of the contract shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment and tools; and performing of all necessary labor to fully complete the work, shall be included in the prices submitted in the "Proposal". No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to prices submitted in the "Proposal". All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices named in the "Proposal".

14. PAYMENT WITHHELD

The Department of Public Works and the ENGINEER may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the OWNER from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments when due to subcontractors or for materials or for labor.
- d. A reasonable doubt that the contract can be completed for the balance then unpaid.

15. DEFENSE OF SUITS

In case any action in court is brought against the OWNER, the Department of Public Works and the ENGINEER, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor to perform any of the covenants, acts matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor of his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers; the Contractor shall indemnify and save harmless the OWNER, and the Department of Public Works and the ENGINEER and their officers and agents from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

16. GUARANTEE

The Contractor shall furnish the OWNER with a Maintenance Bond for a period of one (1) year to be effective from the date of issue of Certificate of Acceptance. This Maintenance Bond is for the guarantee for the work, performed to be free from defects due to faulty workmanship or materials installed on this project. Neither final acceptance nor finally payment nor any provision in the Contract Documents relieves notifies the Contractor in writing that certain maintenance work needs to be done, and the Contractor does not do the maintenance work within a reasonable time, such time to be governed by the hazard or inconvenience to the public or the OWNER, the OWNER is to do, or to have such work done, and these charges will be paid for by the Contractor, under the Maintenance Bond provision.

17. DRAWINGS AND SPECIFICATIONS FURNISHED

The contractor will be furnished with three (3) sets of drawings and specifications without cost, additional copies will be paid for by the Contractor. The charges will be the actual cost of reproduction per set.

18. TESTING LABORATORY SERVICES

A recognized testing laboratory will be selected to perform the testing services.

Payment for Testing: The first shall be paid for by the OWNER.

Any re-testing required due to failing test will be paid for by the Contractor.

All tests shall be made when, according to the Contractor, the item is ready for testing.

19. INSURANCE AND BONDING REQUIREMENTS

The following bonding and issuance requirements shall be provided:

16-67

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment to all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- D. The successful bidder, to whom the contract is awarded, will be required to carry the hereinafter listed types and amounts of insurance, which will protect the Owner, and furnish acceptable proof of payment to premiums thereon:

Comprehensive General Liability.....\$1,000,000/\$1,000,000

Comprehensive Form

Premises – Operations

Explosion and Collapse Hazard

Underground Hazard

Products/Completed Operations Hazard

Contractual Insurance

Independent Contractors

Personal Injury

Property Damage.....\$100,000

Builder's Risk.....\$ Amount of Contract

Workmen's Compensation.....In Accordance with Statutory Requirements

Broad Form Comprehensive General Liability.....\$500,000/\$500,000

Automobile Public Liability and Property Damage.....In Accordance with Statutory Requirements

20. INDEMNITY

The "Contractor agrees to and shall indemnify and hold harmless the OWNER, its officers, agents, employees and Engineer from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court cost, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by the Contractor under this contract."

END OF SUPPLEMENTARY CONDITIONS

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

All work under this contract is to be in accordance with the City's Standards and Specifications for the Acceptance of Public Improvements. All provisions of pertinent items of the Texas Department of Transportation 2014 Standard Specifications for Construction of Highways, Streets and Bridges as referenced to the City Specifications shall govern all work to be done under this Contract. All references within these Standard Specifications to TxDOT, the STATE, the DEPARTMENT, or other such terms shall be understood to refer to the CITY OF SOUTH PADRE ISLAND for the purposes of this contract.

If there is a conflict between TxDOT and City Specification, the more stringent shall control unless otherwise authorized by the ENGINEER.

Any conflicts between TxDOT or City Specification and the following Technical Specifications, the project's Technical Specification shall govern.

Copies of the City's Specification are available for review at the Public Works Department, or are available for purchase for \$25.00 per set.

The following City Standard Specification Items are incorporated into the Contract by Reference. References to the pertinent TxDOT Standard Specification Items are included within the City Standard Specifications:

- ARTICLE 2.04 CLEARING, GRUBBING, EXCAVATION, AND EMBANKMENT
- ARTICLE 2.07 BITUMINOUS PAVEMENT (HOT ASPHALT CONCRETE)
- ARTICLE 2.08 HYDRAULIC CEMENT CONCRETE PAVEMENT
- ARTICLE 2.09 PAVEMENT MARKINGS, STREET SIGNS, AND TRAFFIC CONTROL DEVICES
- ARTICLE 2.13 SIDEWALKS
- ARTICLE 2.14 DRIVEWAYS, ALLEYS, ENTRANCES, AND APPROACHES

16-71

Clearing, Grubbing, Excavation, and Embankment:

- A. Description: This section shall regulate the clearing, grubbing, removing, and disposing of all vegetation and debris within the construction limits of the project, except such objects as are designated to remain or are to be removed in accordance with other articles of these standards and specifications. This section shall also regulate the excavation, hauling, disposal, stripping and stockpiling of top soil, compaction of material, and all other earthwork for the construction of the roadway, side ditches, and swales, in accordance with the approved engineering plans. Additional specifications as required under a Beach and Dune Construction Permit shall also apply in the event such permit is required and issued.
- B. General: All areas, as shown on the plans, shall be cleared of all structures and obstructions. Those trees and shrubs and other landscape features specifically designated by the Public Works Director for preservation shall be carefully marked and protected from abuse, marring, or damage during construction operations. Continual parking and/or servicing of equipment under the branches of trees marked for preservation will not be permitted. Any damage to natural terrain or to vegetation or objects designated to remain shall be repaired, replaced, or otherwise compensated for as determined by the Public Works Director. The excavation and embankments for the roadway, and all other earthwork shall be finished to reasonably smooth and uniform surfaces. Erosion during and after construction shall be controlled by methods established under Article 7 - Erosion and Sediment Control.
- C. Drainage Structures: Culverts, storm sewers, manholes, and inlets shall be removed in proper sequence for maintenance of traffic and drainage. All structures shall be replaced by methods established under Article 5 - Stormwater Drainage.
- D. Underground Obstructions: Underground obstructions, except those items designated for preservation, shall be removed to the following depths:
 - (1) In areas to receive embankments: Two (2) feet below natural ground, except when permitted by the plans, trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least three (3) feet of embankment.
 - (2) In areas to be excavated: Two (2) feet below the lower elevation of the excavation.
 - (3) All other areas: One (1) foot below natural ground.
- E. Disposal of Material: Unless otherwise shown herein, all materials and debris removed shall become the property of the contractor, including all merchantable timber, and shall be removed from the site and disposed of by a permitted solid waste hauler or state certified hauler or in a manner satisfactory to the Public Works Director. NOTE - No on-site burning will be allowed.
- F. Top Soil: The contractor shall remove and stockpile all top soil within the limits of the roadway and earthwork construction areas. The top soil shall be stockpiled on the site and re-distributed over those areas that will be seeded and/or sodded at the completion of the earthwork.
- G. Backfill: Holes remaining after removal of all obstructions, objectionable material, trees, stumps, and so forth, shall be backfilled with approved material, compacted, and restored to its original contours by blading, bulldozing, or by other methods, as approved by the Public Works Director. Before backfilling, the remaining ends of all abandoned storm sewers, conduits, culverts, sanitary sewers, and water or gas pipes shall be plugged in a manner approved by the

16-72

appropriate utility agency or the Public Works Director.

- H. Sand: All sand material removed from existing dunes located within the City limits shall remain within the City limits and in areas approved by the Public Works Director.
- I. Specification: Except as they may be superseded by these standards and specifications, the specifications for clearing, grubbing, excavation, and embankment shall conform to the requirements of the following sub-sections of the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges (current edition):

Division I, Earth Work and Landscape

Item 100	Preparing Right-of-Way
Item 103	Disposal of Wells
Item 104	Removing Concrete
Item 105	Removing Stabilized Base and/or Asphaltic Pavement
Item 106	Obliterating Abandoned Road
Item 110	Excavation
Item 112	Subgrade Widening
Item 132	Embankment
Item 134	Backfilling Pavement Edges
Item 150	Blading
Item 152	Road Grader Work
Item 154	Scraper Work
Item 156	Bulldozer Work
Item 158	Specialized Excavation Work
Item 160	Top Soil
Item 162	Sodding for Erosion Control
Item 164	Seeding for Erosion Control
Item 166	Fertilizer
Item 168	Vegetative Watering
Item 169	Soil Retention Blanket
Item 170	Irrigation System
Item 180	Wildflower Seeding
Item 192	Landscape Planting
Item 193	Landscape Establishment

2.08 Hydraulic Cement Concrete Pavement:

A. Description: This section regulates pavements composed of Hydraulic Cement concrete, constructed on a prepared subgrade in conformance with these standards and specifications, and in close conformance with the lines, grades, thickness, and typical cross-sections shown on the approved engineering plans, or as subsequently approved by the Public Works Director.

B. Materials:

(1) Concrete: In general, ready-mixed concrete meeting the requirements of ASTM Specification C94, "Specifications for ready-mixed concrete" shall have the following:

Cement 520 pound (5½ bag) minimum

Water/Cement Ratio 5.5 gallons per 94 lb. sack of cement

Air Content 6.5 % (± 1.5 %) by volume

Fine Aggregate No less than 35% nor more than 45% of the total weight of the aggregate in each cubic yard.

Coarse Aggregate ¾ inch, 1 inch, or 1½ inch maximum, but not greater than 1/4 the depth of the slab.

Slump No less than 1¼ inches nor more than 3 inches for machine placed concrete.
No less than 2 inches nor more than 4 inches for hand placed concrete.

Compressive Strength 7 day -- 3,000 psi minimum
28 day -- 4,000 psi minimum

An admixture to produce the required rate of hardening at various temperatures may be required by the Public Works Director under the following circumstances:

Over 80 degrees F Type D water-reducing admixture

Between 40 and 80 degrees F Type A water-reducing admixture

Under 40 degrees F Additional cement and/or calcium chloride. Calcium Chloride, if used, shall not exceed one (1) percent by weight of the cement and shall meet the requirements of ASTM Specification D98.

(2) Steel: Tiebars, where used, shall be deformed and shall meet the requirements of ASTM Specifications A15 (billet steel) or A16 (rail steel), except that rail steel shall not be used for tiebars that are to be bent and re-straightened during construction.

(3) Joint Material: In general, preformed fillers or inserts shall meet the requirements of ASTM Specifications D1751 or D1752. Preformed fillers or inserts shall be of rectangular X-section and non-corrodible and shall be furnished in a single piece for the full length of each joint, unless otherwise approved by the Public Works Director.

16-74

(4) Curing Material: Material for curing concrete shall meet the requirements of the following specifications:

Liquid Membrane-Forming Compound	ASTM C309
Waterproof Paper	ASTM C171
Polyethylene Sheeting	ASTM C171
Burlap Cloth	AASHO M182
Cotton Mats	AASHO M73

- C. Mixing and Hauling: Ready-mixed concrete shall meet the requirements of ASTM Specification C94, "Specifications for Ready-Mixed Concrete." The concrete plant shall have a current "Certificate of Conformance for Concrete Production Facilities," issued by the National Ready-Mixed Concrete Association.

D. Forming:

(1) Setting Forms: The subgrade or base under the forms shall be compacted and cut to grade so that the forms, when set, will be at the required elevation. Forms shall be of such cross-section and strength, and so secured, as to resist the pressure of the concrete when placed, and the impact and vibration of any equipment which they support, without springing or settlement. The method of connection between the sections shall be such that the joints shall not move in any direction. The maximum deviation of the top surface shall not exceed 1/8 inch in ten (10) feet, or the inside face not more than 1/4 inch in ten (10) feet from a straight line. The contractor shall check and correct alignment and grade elevations of the forms immediately before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be re-set and re-checked. Forms shall be capable of being removed without excessive damage to the concrete pavement.

(2) Slipform Paving: As an alternative to using fixed forms, a slipform paver may be used, providing the surface of the pavement does not exceed the required tolerance. If any traffic is allowed to use the prepared subgrade or base, the subgrade or base shall be checked and corrected immediately ahead of placing the concrete.

E. Placing, Finishing, and Texturing:

(1) Placing: The concrete shall be deposited on the subgrade or base so as to require as little rehandling as possible. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the plastic concrete with boots or shoes coated with earth or foreign substances. Placing shall be continuous between transverse joints without the use of intermediate bulkheads.

(2) Strike-Off, Consolidation, Finishing, and Texturing: The sequence of operations shall be the strike-off and consolidation, joint forming and floating, straight edging, and texturing.

(a) The pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or hand finishing methods when approved by the Public Works Director. A slipform paver may also be used.

(b) The concrete shall be adequately consolidated; however, vibrators shall not be operated longer than ten (10) seconds in any one location.

(c) After the pavement has been struck off and consolidated, and joints formed, it shall

16-75

be scraped with a ten (10) foot long straight-edge having a handle to permit operation from the edge of the pavement. Any excess water and laitance shall be removed from the surface of the pavement. The straight-edge shall be operated at ninety (90) degrees to the transverse joints and shall be moved forward one-half of its length after each pass. Irregularities shall be corrected by adding or removing concrete. All disturbed places shall again be straight-edged. The use of wood floats shall be kept to a minimum; they may only be used in areas not accessible to finishing equipment and for compacting concrete in the vicinity of formed joints.

(d) In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. If the Public Works Director should permit it, it shall be applied as a fog spray with approved spray equipment.

(e) A burlap bag or broom shall be used for texturing. If a burlap drag is used, it shall be at least three (3) feet wide, and long enough to cover the entire pavement width. It shall be kept clean and saturated while in use. It shall be laid on the pavement surface and dragged in the direction in which the pavement is being placed. If a broom is used, brooming shall generally be parallel to transverse joints if these are formed, and at ninety (90) degrees to the direction of paving if transverse joints are sawed.

(f) Before texturing is completed, and before the concrete has taken its initial set, the slab, curb, and formed joints shall be finished with an edger, as reflected on the approved engineering plans.

F. Curing: Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three (3) days after placement. White liquid membrane-forming compound, waterproof paper, white polyethylene sheeting, moist curing, or a combination of these, as reflected on the approved engineering plans, may be used.

(1) Generally, white liquid membrane-forming compound shall be used, and it shall be applied to the pavement surface immediately after the completion of the texturing operation. The compound shall also be applied to the pavement edges immediately after the forms have been removed. An application rate of one (1) gallon per two hundred (200) square feet shall be used.

(2) The compound shall be kept agitated to prevent the pigment from settling.

(3) The contractor shall have the equipment needed for adequate curing available before commencing concrete placement.

G. Pavement Protection: The contractor shall be responsible for concrete placed during rain or low temperatures. Any concrete damaged by rain or low temperatures shall be removed and replaced at the contractor's expense.

H. Joints: Contraction joints, expansion joints, and longitudinal joints shall be placed as indicated on the approved engineering plans. Transverse construction joints shall be used as required. Transverse joints shall extend continuously through the pavement and curb. Longitudinal joints are those joints parallel to the construction lane.

(1) Transverse Contraction Joints: Transverse contraction joints shall consist of weakened planes made by forming or sawing grooves in the surface of the pavement. They shall be equal to at least one fourth the depth of the slab.

16-76

(a) Formed transverse contraction joints shall be made by:

(i) Installing an approved insert in the plastic concrete. The insert shall be installed at ninety (90) degrees to, and within 1/8 inch of the pavement surface, or

(ii) Depressing an approved tool or device into the plastic concrete. The tool or device shall remain in place until the concrete has attained its initial set, and then shall be removed without disturbing the adjacent concrete.

(b) Sawed transverse contraction joints shall be made by sawing grooves having a 1/4 inch maximum width in the surface of the pavement. After each joint is sawed, the adjacent concrete surface shall be cleaned. Sawing of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling.

(c) All joints shall be sawed before uncontrolled shrinkage cracking occurs. If necessary, the sawing operations shall be carried on both day and night, regardless of weather conditions. A standby saw shall be available in the event of a breakdown. The sawing of any joint shall be omitted if a crack occurs at or near the joint location before the time of sawing. In general, all joints shall be sawed in sequence. All contraction joints in lanes adjacent to previously constructed lanes shall be sawed before uncontrolled cracking occurs. If extreme conditions make it impractical to prevent erratic cracking by timely sawing, contraction joints shall be formed before initial set of the concrete as provided above.

(d) The length between transverse contraction joints shall not exceed fifteen (15) feet, and in no case shall be less than ten (10) feet. Transverse contraction joints shall be placed at every catch basin, inlet, or manhole in the line of pavement.

(2) Transverse Construction Joints: Transverse construction joints shall be used only when approved by the Public Works Director whenever the placing of concrete is suspended and initial set may occur.

(3) Expansion Joints: The preformed joint filler shall be held in a vertical position. An approved installing bar or other device shall be used to ensure proper grade and alignment during placing and finishing of the concrete. Finished joints shall not deviate in horizontal alignment more than one-quarter (1/4) inch from a straight line. If preformed joint fillers are assembled in sections, there shall be no off-sets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.

(4) Longitudinal Hinge Joints: Longitudinal hinge joints shall consist of weakened planes made by forming or sawing grooves in the surface of pavement, equal to at least one-third of the depth of the slab.

(a) Formed longitudinal hinge joints shall be made in the same manner as formed transverse contraction joints (see Section 2.08(H)(1) above).

(b) Sawed longitudinal hinge joints having a 1/4 inch maximum width shall be made by sawing grooves after the concrete has hardened. In general, the joint shall be sawed before use by any construction traffic or before opening, if construction traffic does not use the pavement.

(c) Whenever the width between forms of pavement under construction is greater than thirteen and one-half (13.5) feet, longitudinal joints shall be constructed so as to divide the pavement

16.77

into strips.

I. Testing:

(1) Air Testing: The air content shall be measured by the pressure method or by the volumetric method. One air content determination shall be made for each one hundred (100) cubic yards of concrete placed, or upon the direction of the Public Works Director, to ensure the required air content is obtained; however, in no case shall less than two (2) checks be made daily.

(2) Test Specimens: The contractor shall furnish the concrete necessary for casting test cylinders. An independent testing laboratory designated by the contractor and approved by the Public Works Director shall fabricate and test specimens. The results shall be reported to the Public Works Director.

(3) Pavement Thickness: Before final acceptance of the pavement, its thickness shall be determined by coring at intervals not less than one hundred (100) lineal feet in each pavement lane. The length of a core shall be determined to the nearest 0.1 inch in accordance with ASTM Specification C174.

(a) When the measurement of the core is deficient in thickness by more than 0.25 inch, but not more than 1.0 inch from the required thickness, two (2) additional cores will be taken from the area represented. The additional cores will be taken at a distance of twenty-five (25) feet from the original core to determine the affected area.

(b) If the measurement of any core is less than the specified thickness by more than 1.0 inch, the actual thickness of the pavement in this area will be determined by taking exploratory cores at ten (10) foot intervals parallel to the centerline in each direction from the affected location until a core is found which is not deficient by more than 1.0 inch. In determining the area deficient in thickness more than 1.0 inch, each exploratory core shall represent an area having a length of ten (10) feet and a width equal to the lane or average placement width.

(c) Pavement deficient in thickness more than 1.0 inch from the specified thickness shall be removed and replaced at the contractor's expense. Areas found to be deficient by more than 0.25 inch, but less than 1.0 inch shall be evaluated by the Public Works Director. If, in his judgment, the deficient areas warrant removal, they shall be removed and replaced with concrete of the thickness shown on the approved engineering plans at the contractor's expense.

(d) The cost of the coring will be borne by the contractor.

J. Surface Tolerance: The finished surface of the pavement shall be tested for smoothness by use of a ten (10) foot long straight-edge placed parallel to the centerline of the pavement in each wheel lane. Ordinates measured from the face of the straight-edge to the surface of the pavement shall at no place exceed 1/4 inch. Areas that do not meet the required surface accuracy shall be clearly marked out, and the contractor shall:

(1) Grind down any areas higher than 1/4 inch but not higher than 1/2 inch above the correct surface.

(2) Correct any areas lower than 1/4 inch, but not lower than 1/2 inch below the correct surface by grinding down the adjacent high areas.

16.78

(3) When the deviation exceeds 1/2 inch from the correct surface, the pavement slab shall be broken out and replaced for a length, width, and depth which will allow the formation of a new slab of the required quality in no way inferior to the adjacent undisturbed pavement.

- K. Opening to Traffic: The Public Works Director shall decide when the pavement is to be opened to traffic. In general, the pavement shall not be opened to traffic, including construction traffic, but with the exception of sawing equipment, until seven (7) days after the placing of the concrete, or until the compressive strength of job-site cured six (6) inch by twelve (12) inch cylinders (ASTM Specification C31) averages three thousand (3,000) psi, whichever is longer.
- L. Specification: Except as they may be otherwise superseded by these standards and specifications, the specifications for the preparation and construction of Hydraulic Cement concrete pavement shall conform to the requirements of the following sub-sections of the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges (current edition):

Division III, Surface Courses and Pavement

Item	360	Concrete Pavement
Item	361	Full-Depth Repair of Concrete Pavement
Item	368	Concrete Pavement Terminals

Division IV, Structures

Item	420	Concrete Structures
Item	421	Hydraulic Cement Concrete
Item	440	Reinforcing Steel
Item	458	Waterproofing, Membranes for Structures

HOT MIX ASPHALTIC CONCRETE PAVEMENT

A. DESCRIPTION

This item shall consist of a base course, a leveling-up course, a surface course, or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material.

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface, or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

B. MATERIAL

Hot Mix Asphaltic Concrete, Type "D" (fine graded surface course). The hot mix asphaltic concrete shall conform to the requirements of the Texas Department of Transportation, 2014 Standard Specifications for Construction and maintenance of Highway, Streets, and Bridges, "Item 340 Dense-Graded Hot-Mix Asphalt". The successful bidder shall submit an asphalt mix design within ten (10) days upon award of contract to ENGINEER demonstrating that the hot mix asphaltic concrete to be used meets these specifications. The asphalt to be used shall be PG 64-22. Special Modifications to Standard Specification Item 340, for this project are as follows:

1. Asphalt Content. Asphaltic Material PG 64-22 shall form from a percent of the mixture by weight obtained from the approved Job Mix Formula (JMF).
2. Hveem Stability. Hveem stability shall not be less than 30.

C. CONSTRUCTION METHODS

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set form in the Texas Department of Transportation, 2004 Standard Specifications for Construction and maintenance of Highway, Streets, and Bridges, "Item 340 Dense-Graded Hot-Mix Asphalt", with the following additions:

If the temperature of the asphaltic mixture of a load of any part of a load becomes less than 225°F or more than 350°F after being dumped from the mixer and prior to passing through the lay-down machine, all or any part of the load may be rejected.

1. Transporting Asphaltic Concrete. The asphaltic mixture, prepared as specified above, shall be hauled to the work in tight vehicles previously cleaned of all foreign material. The dispatching of the vehicles shall be arranged so that all material delivered may be placed, and all rolling shall be completed during daylight hours. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil, lime slurry, or other material satisfactory to the Department of

Public Works Director and/or the ENGINEER, if necessary, to prevent mixture from adhering to the body.

2. Placing

- a. Generally, the asphaltic mixture shall be dumped and spread on the approved prepared surface with specified spreading and finishing machine, in such manner that when properly compact the finished pavement will be smooth, of uniform density and will meet the requirements of the typical cross sections and the surface tests. Spreading machine must have electronic controls and be able to lay a minimum of 19 feet of asphalt per pass. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb, gutter and structures.
- b. In placing a level-up course with the spreading and finishing machine, binder twine or cord shall be set to line and grade established by the Department of Public Works and the ENGINEER. If approved by the Department of Public Works and the ENGINEER, level-up courses may be spread with a motor grader.
- c. When the asphaltic mixture is placed in a narrow strip along the edge of an existing pavement, or used to level up small areas of an existing pavement or placed in small irregular areas where the use of a finishing machine is not practical, the finishing machine may be eliminated when authorized by the ENGINEER, provided a satisfactory surface can be obtained by other approved methods.
- b. Flush Structures. Adjacent to flash curbs, gutters, liners, and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb or flush structure.

3. Conditions for Placement. The asphaltic mixture when placed with a spreading and finishing machine shall not be placed when the air temperature is below 50°F and is falling, but it may be when the air temperature is above 50°F and is rising. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the asphaltic mixture shall be placed only when the humidity, general weather conditions, temperature, and moisture conditions of the base, in the opinion of the ENGINEER, are suitable.

4. Compacting

- a. Rolling with the three-wheel and tandem rollers shall start longitudinally at the sides and proceed toward the center of the pavement, overlapping on

16-21

successive trips by at least half the width of the rear wheel unless otherwise directed by the Department of Public Works and the ENGINEER. Alternative trips of the roller shall be slightly different in length. On super-elevated curves, rolling shall begin at the low side and progress toward the high side unless otherwise directed by the Department of Public Works and the ENGINEER. Rolling with pneumatic-tire roller shall be done as needed.

Rolling shall be continued until not further compression can be obtained and all roller markers are eliminated. One tandem roller, one pneumatic-tire roller and at least one three-wheel roller as specified above shall be provided for each job. If the Contractor elects, he may substitute the three-axle tandem roller for the two-axle tandem roller but in no case shall less than three rollers be in use on each job. Additional rollers shall be provided if needed. The motion of the roller shall be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, it shall be corrected at once by the use of rakes and of fresh mixtures when required. The roller shall not be allowed to stand on pavement which has not been fully compacted. To prevent adhesion of the surface mixture to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water will not be permitted. All rollers must be in good mechanical condition. Necessary precautions shall be taken to prevent the dropping of gasoline, oil, grease, or other foreign matter on the pavement, either when the rollers are in operation or when standing.

In lieu of the rolling equipment specified, the Contractor may, upon written permission from the ENGINEER, operate other compacting equipment that will produce equivalent relative compaction as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

- b. Hand Tamping. The edges of the pavement along curbs, headers, and similar structures, and all places not accessible to the roller, or in such positions as will not allow thorough compaction may be compacted using lightly oiled tamps.
5. Opening to Traffic. The pavement shall be opened to traffic when directed by the Department of Public Works and the ENGINEER. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to public will be subject to the laws governing traffic on Public Roads and Streets.

If the surface ravels or presents a rough appearance, it will be the Contractor's responsibility to correct this condition at his expense. A fog seal and/or sand seal will be applied.

6. Density Test. Acceptance of Sampling and Testing of Hot Mix Asphaltic Concrete (Compaction):

Hot Mix Asphaltic Concrete will be accepted for density on lot basis. A lot will consist of 5,000 square feet of paving area. One test shall be made for each lot.

Each lot of pavement will be accepted with respect to density, when the average field density is compacted between 91% and 97% as determined in accordance with ASTM D2041, and when no individual determination is less than 90% of the average laboratory density. Four field density determinations will be made for each lot. A Nuclear Gauge will be used to determine field density during laying of the HMAC. The densities shall be determined in accordance with ASTM D2950. The number of tests will be determined by this specification or by request of the ENGINEER. An asphalt sample specimen shall be provided to the testing laboratory for determining the maximum theoretical density and laboratory density. If heating is necessary, the specimen shall be heated to the lowest temperatures required for proper preparation of the sample.

7. Surface Tests. Tests for conformity with the specified crowns and grade shall be made by the Contractor immediately after final rolling. Any variation exceeding the specified tolerances shall immediately be corrected by removing the defective work and replacing with new material, as directed by the ENGINEER. Any correction required shall be at the sole expense of the Contractor.

For surface course, the finished surface shall not vary more than $\frac{1}{4}$ inch (6.3mm), when tested with a 16 foot straightedge applied parallel with, or at right angles to the centerline.

The finished surfaces of hot mix asphaltic concrete shall not vary from the gradeline, elevations and cross sections shown on the plans by more than $\frac{1}{4}$ inch (6.3 mm). The Contractor shall correct pavement areas varying in excess of this amount by removing and replacing the defective work. Skin patching shall not be permitted for correction of low areas nor shall be permitted for correction of high areas.

8. Sampling Pavement. Samples for determination of thickness and density of completed pavements shall be obtained by the Owner. The size, number, and locations of the samples will be as directed by the Department of Public Works and the ENGINEER.

All tests necessary to determine conformance with the specified requirements will be performed without cost to the Contractor; however, any required retests shall be performed at the Contractor's expense.

Upon delivery of the Hot Mix Asphaltic Concrete to the site, the Owner will hire a reputable commercial Testing Laboratory to sample the material and run laboratory tests to verify that the mixture conforms to project specifications (Gradation, Extraction, and Stability).

D. MEASUREMENT & PAYMENT

This item; "Hot Mix Asphaltic Concrete", will be measured and paid for by the square yard to the depth specified. No additional payment will be made for thickness or width exceeding that shown on the plans. The unit price shall include full compensation for surface preparation, all materials including tack coat, placement, equipment, tools, labor, and incidentals necessary to complete the work.

DETOUR, BARRICADE AND WARNING SIGNS

The Contractor shall place and maintain in good condition, standard barricades and warning signs at each end of the project and at other locations as shown in the plans to maintain the safety of the public and employees. Traffic control devices shall be in accordance with the Current "Texas Manual on Uniform Traffic Control Devices".

All barricades and signs remaining in place at night and all points of hazard to traffic shall be illuminated by flares, flashers or both, as determined by the Department of Public Works and the ENGINEER.

Upon completion of the work, all signs and evidence thereof shall be removed by the Contractor.

All materials furnished and work performed under these provisions will not be paid for directly, but shall be considered as subsidiary work pertaining to the various bid items of the contract.

No direct payment shall be made to the Contractor for any temporary detours which may be needed during the construction of this project.

10.85

PRIME COAT

A. DESCRIPTION

"Prime Coat" shall consists of an application of asphaltic material on the completed base course and/or other approved areas in accordance with these specifications as directed by the Inspector.

B. MATERIALS

The asphaltic material for prime coat shall meet the requirement for Cut-Back Asphalt, MC-30, Item 300, "Asphalt, Oils, and Emulsions" of the Texas highway Department Standard Specifications 2014 Edition.

C. CONSTRUCTION METHODS

When, in the opinion of the Inspector, the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Inspector. If directed by the Inspector, the surface shall be lightly sprinkled with water just prior to application of the asphaltic material. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate not to exceed 0.2 and not below 0.1 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutter or structures.

Prime coat shall not be applied when the air temperature if below 60°F and falling, but may be applied when the air temperature is about 50°F and is rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Inspector, are not suitable.

D. MEASUREMENT & PAYMENT

The work performed and materials furnished as prescribed by this item will be measured and paid for by the gallon at the unit price bid for "Prime Coat" of the type and grade of bituminous material provided. This price is full compensation for cleaning and sprinkling the area to be primed; materials, including blotter material; and rolling, equipment, labor, tools, and incidentals.

ASPHALT SLURRY SEAL COAT

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section specifies the requirements for placing an asphalt slurry seal coat upon an existing asphalt pavement surface for maintenance purposes as determined from the drawings and in accordance with these specifications.

1.2 APPLICABLE PUBLICATIONS

The following publications of the latest issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

- A. Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (TxDOT).
 - 1. Item 300 - Asphalts, Oils and Emulsions
 - 2. Item 302 - Aggregates for Surface Treatments
 - 3. Item 316 - Surface Treatments
 - 4. Item 320 - Equipment for Asphalt Concrete Pavement
- B. American Society for Testing and Materials Standards (ASTM)
 - 1. D 8-02 - Standard Terminology Relating to Materials for Road Pavements
 - 2. D 698 - Moisture Density Relations of Soil Using 5.5 Pound Rammer and 12 Inch Drop.
- C. Texas Department of Transportation Test Procedures
 - 1. TEX 207-F - Determining Density of Compacted Bituminous Mixtures
 - 2. TEX 227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 32 17 23.13 Painted Pavement Markings
- B. Section 32 17 23.33 Thermoplastic Pavement Markings
- B. Section 32 12 16 Asphaltic Concrete Paving
- C. Section 32 22 13 Site Grading
- D. Section 31 11 00 Clearing and Grubbing

1.4 DEFINITIONS

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Material Certificates: For each paving material, signed by manufacturers.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or if none exist, the DOT of the state in which Project is located.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
 1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
 2. Slurry Seal Coat: Comply with weather limitations of ASTM D 3910.

PART 2 - PRODUCTS

2.1 ASPHALTIC MATERIALS

- A. Asphaltic material shall conform to the applicable requirements of Item 300, TXDOT. Asphalt Emulsion shall be AC-5.

2.2 MINERAL AGGREGATE

- A. The aggregate and mineral filler shall be a graded sand mixture conforming to the following:

U.S. Standard Sieve Size	Total Percent Passing
No. 8	100
No. 16	65-90
No. 30	40-60
No. 50	25-42
No. 100	15-30
No. 200	10-20

2.3 SEAL COAT MIXTURE

A. The seal coat mixture shall be mixed in the following proportions based upon a 220 pound aggregate mixture. A larger mix may be made using the proper proportions.

Material	Weight (lbs)
Aggregate including mineral filler	220
Asphalt emulsion	33-66
Water, including water present in the emulsion and aggregate	22-33 (as required for proper consistency)

2.4 EQUIPMENT

A. All equipment necessary to perform the work within the scope of this Section shall conform to requirements of TxDOT Item 316, Article 316.3.

2.5 WATER

A. Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable matter or other substances injurious to the finished product.

B. Water sources other than the local municipal domestic water supply must be approved by the Owner.

1. If onsite reclaimed water sources are used, tanks and apprentices must be clearly marked with the words "non-potable" water.

PART 3 - EXECUTION

3.1 GENERAL

A. Asphalt Surface Course shall be applied to existing asphaltic surface in accordance with TxDOT Item 316 Article 316.4.

B. Samples will be tested in accordance with TEX 207-F and TEX 227-F and test results shall be reported the same day the tests are made.

3.2 SURFACE PREPARATION

A. Potholes and other structural failure of the surface shall be repaired prior to placing the seal coat.

B. The surface shall be swept clean of all debris, dirt, loose gravel and other loose articles. If necessary, the surface can be washed, but the surface must be dry before the seal coat is applied.

16-89

3.2 SLURRY SEAL COAT APPLICATION

- A. Mix asphalt emulsion, water, mineral filler and aggregate in a mixer.
- B. Apply mixture in an average thickness of $1/8^{\text{th}}$ to $1/4^{\text{th}}$ inches. The mixture should form a creamy-textured mixture which, when spread, will flow in a wave approximately two (2) feet ahead of the strike-off squeegee.
- C. Allow mixture to cure for 24 hours.
- D. Apply a second seal coat, if specified on the plans, in the same manner as the first coat and allow the second coat to cure for 24 hours.
- E. Test surface at the end of the second curing process to insure surface is dry and not tacky. Apply paint for striping and open for traffic after paint has dried.

HIGH PERFORMANCE SEALCOAT

PART 1 - GENERAL

1.1 SECTION INCLUDES

The High Performance seacoast is a surface seal that is specifically designed to seal and protect asphalt. This surface seal is specifically formulated to extend pavement life and effectively protects against chemical, moisture, and oxidation

1.2 REFERENCE STANDARDS

- A. American Society for Testing Materials (ASTM)
 - 1. D 2939-03 (Sections 7,8,9,10,11,12,13,14,15,16) Standard Test Methods for Emulsified Bitumens Used as Protective Coatings.
 - 2. The following ASTM test methods: ASTM D5, ASTM D6937, ASTM D6930, ASTM D113, ASTM E70, ASTM D6378, ASTM D36, ASTM D93, ASTM D562, ASTM D4060, ASTM D552, ASTM D870, ASTM D6904, ASTM D4585, ASTM D1735, ASTM D2247, ASTM D4541, ASTM E303, ASTM E70, ASTM E274, ASTM D3359, ASTM D3910, ASTM D4799.
 - 3. Seal Coat meets ASTM D8099/D8099M-17 Standard Specification for Asphalt Emulsion Pavement Sealer.

1.2 SUBMITTALS

- A. Product Data
 - 1. Submit manufacturer's Product Data Sheet. Asphalt emulsion coating as supplied without sand shall meet the Physical Properties listed in Table 1 under section 2.1.

1.3 PROJECT/SITE CONDITIONS

- A. Ambient Conditions
 - 1. Both surface and ambient temperature must be a minimum of 50°F and rising before applying cold applied crack fillers, oil spot primers, pavement sealers or traffic paints (materials). Ambient and surface temperature shall not drop below 50°F for a 24 hour period following application of materials.
 - 2. Apply materials during dry conditions when rain is not imminent or forecast for at least 24 hours after application.
- B. Pavement/Surface Conditions
 - 1. Newly placed (paved) asphalt pavement surfaces should be allowed to cure a minimum of twenty-four (24) hours or as specified by product recommendations under ideal weather conditions (70°F) before applying coatings.
 - 2. New pavement surfaces shall be free of residual oils or chemicals associated with the placement of new asphalt pavement.

3. Aged pavement surfaces shall be cleaned and prepared as recommended in this specification under PART 3 of this specification.

PART 2 PRODUCTS

2.1 PAVEMENT COATING

TABLE 1- PHYSICAL PROPERTIES OF SEALCOAT AS SUPPLIED WITHOUT SAND		
ASTM	Test Description	Result
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6937	Density of Emulsified Asphalt	1,000 -1300 g/l
D6930	Settlement and Storage Stability of Emulsified Asphalts	20% max./24 hr.
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
Sid. %	Percent Polymer Solids to Asphalt by wt.	3% min.
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	None detected
D562	Viscosity using a Stormer-Type Viscometer	60-110 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D3910-6.4	Wet Track Abrasion Test	< 5 g/ft ² Loss
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	9-11 lbs./gal
D2939-8	Residue by Evaporation, %	40% min.
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6° F. Firm in 24 hrs.,	PASS
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibility- No Cracking or Delamination	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D2172	Asphalt Content by Weight, %	Min. 16%
D4799	QUV UV Aging-1,000 Hours	No Color Fade
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
SCAQMD Method 304	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 50 g/l

2.2 AGGREGATE SPECIFICATIONS FOR PARKING LOT APPLICATION

- A. The aggregate shall be a natural or manufactured angular aggregate composed of clean, hard, durable uncoated particles. Typical acceptable aggregates include washed dry silica sand, boiler slag, copper slag, basalt, granite, trap rock as well as other durable igneous type aggregates. The aggregate shall meet the gradation in TABLE 2 when tested in accordance with ASTM C136.

16-92

TABLE 2 - AGGREGATE SPECIFICATIONS FOR PARKING LOT APPLICATION	
Mesh-Sieve Size, (ASTM E11)	Typical Mean Retained On Individual Sieves %
No. 12 Mesh (1.68 mm)	-0-
No. 16 Mesh (1.19 mm)	0-5%
No. 20 Mesh (.841 mm)	5-15%
No. 30 Mesh (.595 mm)	30-50%
No. 40 Mesh (.420 mm)	30-50%
No. 50 Mesh (.297 mm)	2-10%
No. 70 Mesh (.210 mm)	1-5%
No. 100 Mesh (.149 mm)	0-5%
Sand or Aggregate shall have a typical AFS of 23-27 Mesh	

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine pavement surface prior to performing work
- B. Notify architect or project engineer of any adverse or unacceptable conditions that would affect successful repair efforts or application of materials
- C. Do not commence work until unacceptable conditions are corrected

3.2 SURFACE PREPARATION

- A. Surface must be clean and free from all loose material and dirt. Remove grass along edge of pavement to find true edge of pavement. Power blowers, mechanical sweeping devices and push brooms are acceptable cleaning methods.

3.3 CRACK REPAIR

Shall be done in accordance with TXDOT Item 712 before applying Sealcoat.

3.4 ALLIGATORING PAVEMENT REPAIR & POT HOLE REPAIRS

Shall be done in accordance to detail shown on the plans.

3.5 SEAL COAT APPLICATION

Shall be done in accordance with manufactures recommendations.

END OF SECTION

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

MEETING DATE: January 16, 2019

NAME & TITLE: Susan Guthrie, City Manager

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to approve Resolution No. 2019-03 to urge State Senator Eddie Lucio, Jr. and State Representative-Elect Alex Dominguez to support HB 514 filed by State Representative Gina Hinojosa that would restore the ability of local governments to pass single-use bag ordinances.

ITEM BACKGROUND

The City of South Padre Island and other local municipalities were notified by the Attorney General several months ago that it was not permitted for cities to pass single use bag ordinances. This bill would provide for the ability for cities to legally adopt such ordinances.

This item is already listed on SPI's legislative priority list.

BUDGET/FINANCIAL SUMMARY

No impact.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Recommend adoption of this resolution to urge our delegation to support this bill.



TX HB514 | 2019-2020 | 86th Legislature

Texas House Bill 514

Status

Spectrum: Partisan Bill (Democrat 1-0)
Status: Introduced on December 12 2018 - 25% progression
Action: 2018-12-12 - Filed
Text: Latest bill text (Introduced) [HTML]

Summary

Relating to clarifying the law regarding local government prohibitions or restrictions on the sale or use of a container or package.

Title

Relating to clarifying the law regarding local government prohibitions or restrictions on the sale or use of a container or package.

Sponsors

Rep. Gina Hinojosa [D]

History

Date	Chamber	Action
2018-12-12	House	Filed

Subjects

Business & Commerce
Business & Commerce--General
Environment
Environment--Solid Waste

Texas State Sources

Type	Source
Summary	https://capitol.texas.gov/BillLookup/History.aspx?LegSess=86R&Bill=HB514
Text	https://capitol.texas.gov/tlodocs/86R/billtext/html/HB00514I.htm

Bill Comments

0 Comments

Sort by Oldest



Add a comment...

Facebook Comments Plugin

86R3629 JTS-D

By: Hinojosa

H.B. No. 514

A BILL TO BE ENTITLED
AN ACT

relating to clarifying the law regarding local government prohibitions or restrictions on the sale or use of a container or package.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 361.0961, Health and Safety Code, is amended by adding Subsection (d) to read as follows:

(d) In this section, "container or package" does not include a single-use bag provided by a retail business to a customer at the point of sale for the purpose of transporting purchases.

SECTION 2. The change in law made by this Act is intended only to clarify existing law with respect to local government prohibitions or restrictions on the sale or use of a container or package.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2019.

Legislative Priorities for 2019

South Padre Island



1. **SPI Second Causeway** – toll issues and funding for a second means of accessing the Island.
2. **Revenue Caps (opposed)** – inequitable issue for cities with low tax rates. South Padre's property tax rate is 32 cents.
3. Monitoring **shoreline issues**/regulations that could negatively impact South Padre Island.
4. **GOMESA funding** – a new federal funding stream related to the shoreline. The City seeks to ensure a portion of the funding is shared with cities who are responsible for maintaining the coastline.
 - a. Also ensuring that the City of SPI is included in the **U.S. Army Corp of Engineers/GLO Coastal Texas Protection & Restoration Study** and that work includes all "reaches" of SPI. (Currently only R3 and R4 are included.) R 2, R5 and R6 should be added as significant erosion occurs in these locations of very high property investment.
5. Review of **HOT Tax** use opportunities for bracketed bills that benefit South Padre Island.
6. **Cruise port of call infrastructure** opportunities for funding.
7. General Land Office **parking requirement for shorelines**.
8. Monitoring **Short Term Rental** issue - 95+% of SPI is STR eligible.
9. **Year around school (opposed)**. Moving the school start date up has a dramatic negative impact on the Island's economy, which is dependent on summer visitors.
10. **Bag and straw environmental legislation opportunities**. Plastic bags and straws have a negative impact on the Island's natural habitat and wildlife.
11. Encouraging support for **State Tourism Funds** that support efforts to bring visitors to the State and to the Island.
12. **Old Causeway dismantling**. The original causeway is the property of the General Land Office. It is half dismantled and is the first thing visitors to the Island see.



RESOLUTION NO. 2019-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, TO URGE STATE SENATOR EDDIE LUCIO, JR. AND STATE REPRESENTATIVE-ELECT ALEX DOMINGUEZ TO SPONSOR HB 514 THAT STATE REPRESENTATIVE GINA HINOJOSA HAS FILED THAT WOULD RESTORE THE ABILITY OF LOCAL GOVERNMENTS TO PASS SINGLE-USE BAG ORDINANCES

WHEREAS, the City of South Padre Island supports the ability of local governments to pass ordinances that benefit their communities; and

WHEREAS, the City of South Padre Island is located between the Gulf of Mexico and the Laguna Madre Bay; and

WHEREAS, the City of South Padre Island urges Senator Lucio and Representative-Elect Dominguez to sponsor HB 514 during the 86th Legislative Session to restore the ability of local governments to pass single-use bag ordinances; and

WHEREAS, the City of South Padre Island urges other cities in the Rio Grande Valley to adopt Resolutions in support of HB 514;

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

Section 1. The City Council of the City of South Padre Island hereby urges Senator Lucio and Representative-Elect Dominguez to sponsor HB 514 restoring the ability of local governments to pass single-use bag ordinances.

PASSED, APPROVED AND ADOPTED on this the 16th day of January, 2019

CITY OF SOUTH PADRE ISLAND, TEXAS

Dennis Stahl, Mayor

ATTEST:

Susan M. Hill, City Secretary

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

MEETING DATE: January 16, 2019

NAME & TITLE: Dennis Stahl, Mayor

DEPARTMENT: City Council

ITEM

Discussion and action to either reschedule or cancel the March 20, 2019 and July 3, 2019 regular City Council meeting due to Spring Break and Fourth of July holiday.

ITEM BACKGROUND

The City Council regular meeting of March 20, 2019 and July 3, 2019 are nestled in two of the City's busiest weeks and want to bring to the Council for consideration.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: January 16, 2019

EXECUTIVE SESSION

ITEM DESCRIPTION

CLOSED EXECUTIVE SESSION: Pursuant to Texas Gov't code, Section 551.087, Deliberation Regarding Economic Development, to discuss:

- a. Economic development venture associated with cruise lines.

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

MEETING DATE: January 16, 2019

NAME & TITLE: Council Members

DEPARTMENT: City Council

ITEM

Discussion and possible action regarding economic development venture associated with cruise lines.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS