

**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, JULY 21, 2010**  
5:30 P.M. AT THE MUNICIPAL BUILDING,  
JOYCE H. ADAMS BOARD ROOM, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

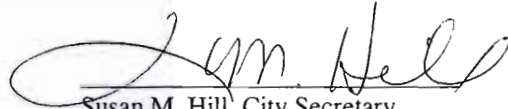
1. Call to order
2. Pledge of Allegiance
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. Presentations and Proclamations:
5. Approve Consent Agenda:
  - a. Approve minutes of July 7, 2010 Regular meeting and Workshops (2) of July 14, 2010. (Hill)
  - b. Approve invoices for payment. (Homan)
  - c. Approve Second and Final reading of Ordinance No. 10-25 approving amendments to the Planned Development District Standards, Specifications and Zoning for The Shores subdivision of South Padre Island. (Vasquez)
6. Discussion and action on the goals, objectives, projects and guidance of the draft Fiscal Year 2010/11 budget. (Clarke)
7. Discussion and action to direct City staff to develop plans and specifications for maintenance dredging of the Tompkins Channel and to utilize funds from the Construction line item of the Bay Access Fund (61) for that purpose. (BATF/Fry)
8. Discussion and action to direct City staff to develop plans, receive quotes, and execute a contract for repairs to the Palm Street Boat ramp. (BATF/Fry)
9. Discussion and action to accept appointments to the newly created Citizens Financial Advisory Committee for the new Fire Station to advise the Council on alternatives and preferred financial actions for the Fire Station Complex and present to Council within 30 days. (City Council)

10. Discussion and action on submitted proposals to provide a cost estimation for the construction of a Fire Station in accordance to specifications provided by the City's selected Architectural firm BRW. (Baskett)
11. Approve Second and Final reading of Ordinance No. 10-22 amending Chapter 18 of the Code of Ordinances to add a new Section 18-19.2 to prohibit overnight parking in or on a cul-de-sac east of the east right-of-way line of Gulf Boulevard. (Evans)
12. Discussion and action on amendment to Gateway Professional Services Contract, Schedule I to add Task 10, preparation of TIGER II Discretionary Preliminary and final grant application and increasing project budget \$25,000; transferring \$25,000 from the Public Works Street Maintenance fund to the Transportation and Development Service budget (514-0530 – Professional Services). (Vasquez)
13. Discussion and action to authorize the City Manager to execute an agreement with Rene Bates Auctioneers, Inc. to provide online auction services. (Jones)
14. Discussion and action to allow the City Manger permission to sign a system agreement with Tyler Technologies adding the Incode Court Online Module to the current software system used by the City. The cost related to this item is \$2,900 the first year and \$2,100 every year after which will be paid from the Court Technology Fund and to allow the City Manager to sign an agreement with ETS (Electronic Transaction Systems Corporation) for credit card processing services. (Delgado)
  - a. Allow City Manager to sign a System Agreement with Tyler Technologies adding the Incode Court Online Module in the amount of \$2,900.
  - b. Allow City Manager to sign an agreement with ETS (Electronic Transaction Systems Corporation) for credit card processing services.
15. Discussion and action to allow the City Manager to sign an Interlocal Cooperation Contract with the Texas Department of Public Safety which will allow the City to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that a Court has jurisdiction of under Chapter 4, Code of Criminal Procedure. (Delgado)
16. Discussion and action to approve amendment to the Town of South Padre Island Employee Handbook Section 25.0 *Educational Assistance* policy to create a \$2500 cap on the amount of educational assistance an employee may be reimbursed during a fiscal year. The current policy has no maximum amount listed. (Delgado)
17. EXECUTIVE SESSION: PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.047, PERSONNEL MATTERS; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; TO DISCUSS:
  - a. Consultation with Attorney, deliberation regarding appeal and mediated settlement of a recently terminated City employee.

- b. Consultation with Attorney, deliberation regarding the value and possible acquisition and/or sale of real property.
- 18. Discussion and action regarding the appeal and mediated settlement of a recently terminated City employee.
- 19. Discussion and action regarding the value and possible acquisition and/or sale of real property.
- 20. Adjourn.

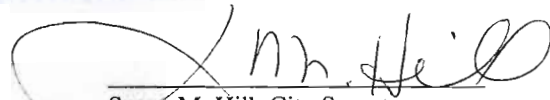
WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA, PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS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

DATED THIS THE 16TH DAY OF JULY 2010



Susan M. Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **JULY 16, 2010**, AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.



Susan M. Hill, City Secretary

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



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

**MEETING DATE:** July 21, 2010

**ITEM DESCRIPTION**

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

Items to be considered are:

- a. Approve minutes of July 7, 2010 Regular meeting and Workshops (2) of July 14, 2010. (Hill)
- b. Approve invoices for payment. (Homan)
- c. Approve Second and Final reading of Ordinance No. 10-25 approving amendments to the Planned Development District Standards, Specifications and Zoning for The Shores subdivision of South Padre Island. (Vasquez)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda

**COUNCIL ACTION**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Susan Hill, City Secretary

**ITEM**

Approve minutes of July 7, 2010 Regular meeting and Workshops (2) of July 14, 2010. (Hill)

**ITEM BACKGROUND**

**RECOMMENDATIONS/COMMENTS**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

5-2

**MINUTES**  
**CITY OF SOUTH PADRE ISLAND**  
**CITY COUNCIL WORKSHOP**

WEDNESDAY, JULY 14, 2010

**I. CALL TO ORDER**

The City Council held a Workshop on Wednesday, July 14, 2010 at the Municipal Complex Building, Joyce H. Adams Board Room, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Pinkerton called the Workshop to order at 2:00 p.m. Those present were Council Members JoAnn Evans, Sam A. Listi, Rick Ridolfi and Alita Bagley. Council Member Hayden was out of town.

City staff members present were City Manager Joni Clarke, Assistant City Manager Darla A. Jones, Fire Chief Burney Baskett, Public Works Director Scott Fry, Police Chief Randy Smith, Transit & Development Director Rick Vasquez, Information Services Director Tim Howell, Administrative Services Director Wendi Delgado, Environmental Health Services Director Victor Baldovinos, Coastal Resources Manager Reuben Trevino and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE.**

Mayor Pinkerton led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS.**

**IV. REVIEW OF CHAPTER 8 OF THE COMPREHENSIVE PLAN (IMPLEMENTATION).**

Council and staff reviewed each implementation item that had a funding requirement and made suggestions and comments on how to proceed or plan for these items.

**V. ADJOURN.**

There being no further business, Mayor Pinkerton adjourned the meeting at 3:38 p.m.

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Susan M. Hill, City Secretary

APPROVED:

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Robert N. Pinkerton, Jr., Mayor

**MINUTES**  
**CITY OF SOUTH PADRE ISLAND**  
**CITY COUNCIL WORKSHOP**

WEDNESDAY, JULY 14, 2010

**I. CALL TO ORDER**

The City Council held a Workshop on Wednesday, July 14, 2010 at the Municipal Complex Building, Joyce H. Adams Board Room, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Pinkerton called the Workshop to order at 4:05 p.m. Those present were Council Members JoAnn Evans, Sam A. Listi, Rick Ridolfi and Alita Bagley. Council Member Hayden was out of town.

City staff members present were City Manager Joni Clarke, Assistant City Manager Darla A. Jones, Fire Chief Burney Baskett, Public Works Director Scott Fry, Transit & Development Director Rick Vasquez, Information Services Director Tim Howell, Administrative Services Director Wendi Delgado, Environmental Health Services Director Victor Baldovinos, and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE.**

Mayor Pinkerton led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS.**

None

**IV. FOLLOW-UP ON THE PADRE BOULEVARD AND ENTERTAINMENT DISTRICT DESIGN WORKSHOP HELD JUNE 9-17, 2010 AND TO DISCUSS DESIGN CONCEPTS AND IDEAS FOR THE REDESIGN OF PADRE BOULEVARD AND THE ENTERTAINMENT DISTRICT.**

Scott Polikov, Gateway Planning Group, gave a follow-up overview of the results of the Padre Boulevard and Entertainment District Design workshop and also discussed ideas for the redesign of Padre Boulevard and the Entertainment District. Scott stated that the next step will be to put together a recommended schedule, meet with the Form Based Code Commission, refine the conceptual schematic which may include:

- Coding process
- Working closely with TxDOT on concept
- Vision and realities of the market
- Comprehensive traffic plans for Padre, Laguna and Gulf Boulevards

- Framework for integrated parking and transportation.

Scott stated that if all goes as planned, they would bring the recommended code to the City Council by the end of this year. Also on hand to answer questions was Tom Grant from Kimley-Horn & Associates and Homer Bazan from TxDOT.

V. **ADJOURN.**

There being no further business, Mayor Pinkerton adjourned the meeting at 5:30 p.m.

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Susan M. Hill, City Secretary

APPROVED:

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Robert N. Pinkerton, Jr., Mayor

DRAFT

5.5



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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Larry Homan, Finance Director

**ITEM**

Approve invoices for payment by General Fund checks numbered 117292 through 117441 for a total of \$585,342.39.

**ITEM BACKGROUND**

**RECOMMENDATIONS/COMMENTS**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

.KET: 06685 Regular Payments  
 IDOR SET: 01  
 ID : 01 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| IDOR    | NAME                    | ITEM #            | G/L | ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|---------|-------------------------|-------------------|-----|--------------|--|--------|----------|
| =====   |                         |                   |     |              |  |        |          |
| .001287 | AMERICAN EXPRESS        |                   |     |              |  |        |          |
|         |                         | I-201007092583    | 01  | -1402        | CLEARING AMERICAN EXPRESS                    | 117292 | 4,805.10 |
| .001297 | AMERICAN FUNDS          |                   |     |              |  |        |          |
|         |                         | I-201007092581    | 01  | -2485        | AMERICAN GENE AMERICAN FUNDS                 | 117293 | 83.08    |
| .002200 | BLUE CROSS BLUE SHIELD  |                   |     |              |  |        |          |
|         |                         | I-201007092585    | 01  | -2462        | BLUE CROSS DE BLUE CROSS BLUE SHIELD         | 117295 | 1,501.98 |
| .002205 | BLUE CROSS BLUE SHIELD  |                   |     |              |  |        |          |
|         |                         | I-201007092586    | 01  | -2477        | COBRA BLUE CROSS BLUE SHIELD                 | 117297 | 101.68   |
| .002434 | CINDY BOUDLOCHE, TRUSTE |                   |     |              |  |        |          |
|         |                         | I-DW1201007062572 | 01  | -2469        | DEBTORS WAGE CASE NO. 10-10265-B-13          | 117298 | 1,142.31 |
|         |                         | I-DW5201007062572 | 01  | -2469        | DEBTORS WAGE A/N 07-10758-B-13               | 117299 | 662.30   |
|         |                         | I-DW9201007062572 | 01  | -2469        | DEBTORS WAGE CASE NO 10-10137-B-13           | 117300 | 478.85   |
| .003185 | OFFICE OF THE ATTY GENL |                   |     |              |  |        |          |
|         |                         | I-C09201007062572 | 01  | -2473        | CHILD SUPPORT A/N 0010486563                 | 117302 | 212.31   |
|         |                         | I-C10201007062572 | 01  | -2473        | CHILD SUPPORT A/N 2004094864B                | 117303 | 282.92   |
|         |                         | I-C14201007062572 | 01  | -2473        | CHILD SUPPORT A/N N002589726                 | 117304 | 100.00   |
|         |                         | I-C24201007062572 | 01  | -2473        | CHILD SUPPORT A/N 0011488748                 | 117305 | 451.38   |
|         |                         | I-C31201007062572 | 01  | -2473        | CHILD SUPPORT A/N 0011545222                 | 117306 | 161.54   |
|         |                         | I-C32201007062572 | 01  | -2473        | CHILD SUPPORT A/N 2007031654D                | 117307 | 169.17   |
|         |                         | I-C37201007062572 | 01  | -2473        | CHILD SUPPORT A/N 2008-10-5941-D             | 117308 | 492.46   |
|         |                         | I-C48201007062572 | 01  | -2473        | CHILD SUPPORT NO. 2008-08-4758-H             | 117309 | 383.08   |
|         |                         | I-C49201007062572 | 01  | -2473        | CHILD SUPPORT 0009648707                     | 117310 | 165.69   |
|         |                         | I-C50201007062572 | 01  | -2473        | CHILD SUPPORT AG CASE #0011346896            | 117311 | 634.62   |
| .007001 | ANA GARZA               |                   |     |              |  |        |          |
|         |                         | I-C04201007062572 | 01  | -2473        | CHILD SUPPORT A/N 2003-03-1480-B             | 117314 | 194.88   |
| .009097 | INTERNAL REVENUE SERVIC |                   |     |              |  |        |          |
|         |                         | I-IR6201007062572 | 01  | -2459        | IRS LEVY A/N XXX-XX-1603                     | 117315 | 383.00   |
| .012108 | HERMELINDA LONGORIA     |                   |     |              |  |        |          |
|         |                         | I-C16201007062572 | 01  | -2473        | CHILD SUPPORT A/N 2002031289D                | 117316 | 146.77   |
| .016686 | PUTNAM INVESTMENTS      |                   |     |              |  |        |          |
|         |                         | I-201007092582    | 01  | -2485        | AMERICAN GENE PUTNAM INVESTMENTS             | 117317 | 62.15    |
| .019222 | S.P.I. FIREFIGHTERS ASS |                   |     |              |  |        |          |
|         |                         | I-201007092577    | 01  | -2472        | FIREFIGHTERS S.P.I. FIREFIGHTERS ASSOC       | 117318 | 221.00   |
| .019327 | SOUTH PADRE ISLAND PROF |                   |     |              |  |        |          |
|         |                         | I-201007092576    | 01  | -2487        | POLICE DEPT A SOUTH PADRE ISLAND PROFESSIONA | 117319 | 345.00   |
| .019997 | TG                      |                   |     |              |  |        |          |
|         |                         | I-DX1201007062572 | 01  | -2469        | DEBTORS WAGE CS239406800                     | 117321 | 153.04   |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                    | ITEM #            | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT    |
|-----------|-------------------------|-------------------|------------------|--------------------------------------|--------|-----------|
| 01-020057 | TEXAS MUNICIPAL LEAGUE  |                   |                  |                                      |        |           |
|           |                         | I-201007092588    | 01 -2461         | BLUE CROSS ME TEXAS MUNICIPAL LEAGUE | 117322 | 11,575.84 |
| 01-020100 | T.M.R.S.                |                   |                  |                                      |        |           |
|           |                         | I-201007092575    | 01 -2470         | T.M.R.S. T.M.R.S.                    | 117324 | 34,393.37 |
| 01-021109 | UNITED WAY OF S. CAMERO |                   |                  |                                      |        |           |
|           |                         | I-201007092578    | 01 -2468         | UNITED WAY UNITED WAY OF S. CAMERON  | 117327 | 228.50    |
| 01-023200 | MICHELL WILBURN         |                   |                  |                                      |        |           |
|           |                         | I-C21201007062572 | 01 -2473         | CHILD SUPPORT A/N 0011549506         | 117330 | 146.31    |
|           |                         |                   |                  | DEPARTMENT NON-DEPARTMENTAL          | TOTAL: | 59,678.33 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY ADMINISTRATION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                             | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|------------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                          | BLUE CROSS BLUE SHIELD | I-201007092585 | 01 -512-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 42.86    |
| 01-020057                          | TEXAS MUNICIPAL LEAGUE | I-201007092588 | 01 -512-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 1,640.80 |
| 01-020100                          | T.M.R.S.               | I-201007092575 | 01 -512-0080     | TMRS T.M.R.S.                        | 117324 | 3,488.70 |
| DEPARTMENT 512 CITY ADMINISTRATION |                        |                |                  |                                      | TOTAL: | 5,172.36 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                            | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                           | CHECK# | AMOUNT   |
|-----------------------------------|------------------------|----------------|------------------|---------------------------------------|--------|----------|
| 01-002200                         | BLUE CROSS BLUE SHIELD |                |                  |                                       |        |          |
|                                   |                        | I-201007092585 | 01 -513-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD  | 117295 | 91.76    |
| 01-020057                         | TEXAS MUNICIPAL LEAGUE |                |                  |                                       |        |          |
|                                   |                        | I-201007092588 | 01 -513-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE  | 117322 | 988.48   |
| 01-020100                         | T.M.R.S.               |                |                  |                                       |        |          |
|                                   |                        | I-201007092575 | 01 -513-0080     | TMRS T.M.R.S.                         | 117324 | 2,385.62 |
| 01-023053                         | WALMART COMMUNITY      |                |                  |                                       |        |          |
|                                   |                        | I-000874       | 01 -513-0101     | OFFICE SUPPLI BINDERS, DIVIDERS, ETC. | 117329 | 39.60    |
| DEPARTMENT 513 FINANCE DEPARTMENT |                        |                |                  |                                       | TOTAL: | 3,505.46 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                             | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|------------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                          | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |          |
|                                    |                        | I-201007092585 | 01 -514-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 45.88    |
| 01-020057                          | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |          |
|                                    |                        | I-201007092588 | 01 -514-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 662.32   |
| 01-020100                          | T.M.R.S.               |                |                  |                                      |        |          |
|                                    |                        | I-201007092575 | 01 -514-0080     | TMRS T.M.R.S.                        | 117324 | 1,082.02 |
| DEPARTMENT 514 PLANNING DEPARTMENT |                        |                |                  |                                      | TOTAL: | 1,790.22 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                               | NAME                   | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT   |
|--------------------------------------|------------------------|-----------------|------------------|--|--------|----------|
| 01-002200                            | BLUE CROSS BLUE SHIELD |                 |                  |  |        |          |
|                                      |                        | I-201007092585  | 01 -515-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD       | 117295 | 45.88    |
| 01-019404                            | SPRINT                 |                 |                  |  |        |          |
|                                      |                        | I-463528814-031 | 01 -515-0501     | COMMUNICATION CELLPHONE BILL DATED 6/20/10 | 117320 | 2,998.36 |
| 01-020057                            | TEXAS MUNICIPAL LEAGUE |                 |                  |  |        |          |
|                                      |                        | I-201007092588  | 01 -515-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE       | 117322 | 652.32   |
| 01-020100                            | T.M.R.S.               |                 |                  |  |        |          |
|                                      |                        | I-201007092575  | 01 -515-0080     | TMRS T.M.R.S.                              | 117324 | 1,023.65 |
| 01-020185                            | TIME WARNER CABLE      |                 |                  |  |        |          |
|                                      |                        | I-061810        | 01 -515-0415     | SERVICE CONTR SERV 6/28-10 - 7/27/10       | 117326 | 203.29   |
| DEPARTMENT 515 TECHNOLOGY DEPARTMENT |                        |                 |                  |  | TOTAL: | 4,923.50 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                         | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|--------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                      | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |          |
|                                |                        | I-201007092585 | 01 -516-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 22.94    |
| 01-020057                      | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |          |
|                                |                        | I-201007092588 | 01 -516-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 326.16   |
| 01-020100                      | T.M.R.S.               |                |                  |                                      |        |          |
|                                |                        | I-201007092575 | 01 -516-0080     | TMRS T.M.R.S.                        | 117324 | 1,118.87 |
| DEPARTMENT 516 HUMAN RESOURCES |                        |                |                  |                                      | TOTAL: | 1,467.97 |



PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                         | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|--------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                      | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |          |
|                                |                        | I-201007092585 | 01 -520-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 45.88    |
| 01-020057                      | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |          |
|                                |                        | I-201007092588 | 01 -520-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 652.32   |
| 01-020100                      | T.M.R.S.               |                |                  |                                      |        |          |
|                                |                        | I-201007092575 | 01 -520-0080     | TMRS T.M.R.S.                        | 117324 | 612.24   |
| DEPARTMENT 520 MUNICIPAL COURT |                        |                |                  |                                      | TOTAL: | 1,310.44 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                           | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT    |
|----------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|-----------|
| 01-002200                        | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |           |
|                                  |                        | I-201007092585 | 01 -521-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 733.10    |
| 01-020057                        | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |           |
|                                  |                        | I-201007092588 | 01 -521-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 12,837.29 |
| 01-020100                        | T.M.R.S.               |                |                  |                                      |        |           |
|                                  |                        | I-201007092575 | 01 -521-0080     | TMRS T.M.R.S.                        | 117324 | 15,825.12 |
| 01-023053                        | WALMART COMMUNITY      |                |                  |                                      |        |           |
|                                  |                        | I-001768       | 01 -521-0150     | MINOR TOOLS & PD-STEPSTONES/PAVERS   | 117329 | 322.38    |
|                                  |                        | I-07573        | 01 -521-0111     | K9 FOOD MISC. K-9 SUPPLIES           | 117329 | 45.96     |
|                                  |                        | I-07573        | 01 -521-0110     | K9 SUPPLIES MISC. K-9 SUPPLIES       | 117329 | 49.97     |
| DEPARTMENT 521 POLICE DEPARTMENT |                        |                |                  |                                      | TOTAL: | 29,813.82 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                         | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                              | CHECK# | AMOUNT    |
|--------------------------------|------------------------|----------------|------------------|--|--------|-----------|
| 01-002200                      | BLUE CROSS BLUE SHIELD |                |                  |  |        |           |
|                                |                        | I-201007092585 | 01 -522-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD     | 117295 | 481.74    |
| 01-020057                      | TEXAS MUNICIPAL LEAGUE |                |                  |  |        |           |
|                                |                        | I-201007092588 | 01 -522-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE     | 117322 | 6,593.20  |
| 01-020100                      | T.M.R.S.               |                |                  |  |        |           |
|                                |                        | I-201007092575 | 01 -522-0080     | TMRS T.M.R.S.                            | 117324 | 12,670.19 |
| 01-023053                      | WALMART COMMUNITY      |                |                  |  |        |           |
|                                |                        | I-001155       | 01 -522-0170     | DORM AND KITC MISC. SOAP, KIWI PASTE ETC | 117329 | 37.53     |
|                                |                        | I-006741       | 01 -522-0150     | MINOR TOOLS & MISC. SUPPLIES FOR KITCHE  | 117329 | 73.91     |
|                                |                        | I-006741       | 01 -522-0170     | DORM AND KITC MISC. SUPPLIES FOR KITCHE  | 117329 | 67.97     |
|                                |                        | I-006905       | 01 -522-0150     | MINOR TOOLS & MISC. SUPPLIES             | 117329 | 126.12    |
|                                |                        | I-006905       | 01 -522-0170     | DORM AND KITC MISC. SUPPLIES FOR KITCHEN | 117329 | 35.19     |
|                                |                        | I-008478       | 01 -522-0170     | DORM AND KITC 5- SC 24 PKS               | 117329 | 16.65     |
| DEPARTMENT 522 FIRE DEPARTMENT |                        |                |                  |  | TOTAL: | 20,102.50 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                          | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|---------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                       | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |          |
|                                 |                        | I-201007092585 | 01 -532-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 137.64   |
| 01-020057                       | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |          |
|                                 |                        | I-201007092588 | 01 -532-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 1,976.96 |
| 01-020100                       | T.M.R.S.               |                |                  |                                      |        |          |
|                                 |                        | I-201007092575 | 01 -532-0080     | TMRS T.M.R.S.                        | 117324 | 1,968.32 |
| 01-023053                       | WALMART COMMUNITY      |                |                  |                                      |        |          |
|                                 |                        | I-008499       | 01 -532-0172     | ANIMAL SUPPLI ANIMAL SUPPLIES        | 117329 | 85.91    |
|                                 |                        | I-008500       | 01 -532-0172     | ANIMAL SUPPLI ANIMAL SUPPLIES        | 117329 | 35.00    |
| DEPARTMENT 532 CODE ENFORCEMENT |                        |                |                  |                                      | TOTAL: | 4,203.83 |

PACKET: 06685 Regular Payments  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 540 FLEET MANAGEMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR                          | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|---------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                       | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |          |
|                                 |                        | I-201007092585 | 01 -540-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 45.88    |
| 01-020057                       | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |          |
|                                 |                        | I-201007092588 | 01 -540-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 652.32   |
| 01-020100                       | T.M.R.S.               |                |                  |                                      |        |          |
|                                 |                        | I-201007092575 | 01 -540-0080     | TMRS T.M.R.S.                        | 117324 | 663.50   |
|                                 |                        | I-201007092575 | 01 -540-0080     | TMRS T.M.R.S.                        | 117324 | 678.56   |
| DEPARTMENT 540 FLEET MANAGEMENT |                        |                |                  |                                      | TOTAL: | 2,040.26 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                              | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|-------------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                           | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |          |
|                                     |                        | I-201007092585 | 01 -541-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 68.82    |
| 01-020057                           | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |          |
|                                     |                        | I-201007092588 | 01 -541-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 988.48   |
| 01-023053                           | WALMART COMMUNITY      |                |                  |                                      |        |          |
|                                     |                        | I-009949       | 01 -541-0160     | LAUNDRY & JAN JANITORIAL SUPPLIES    | 117329 | 74.52    |
| DEPARTMENT 541 BUILDING MAINTENANCE |                        |                |                  |                                      | TOTAL: | 1,131.82 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                              | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|-------------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|----------|
| 01-002200                           | BLUE CROSS BLUE SHIELD | I-201007092585 | 01 -542-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 91.76    |
| 01-020057                           | TEXAS MUNICIPAL LEAGUE | I-201007092588 | 01 -542-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 1,314.64 |
| 01-020100                           | T.M.R.S.               | I-201007092575 | 01 -542-0080     | TMRS T.M.R.S.                        | 117324 | 1,644.56 |
| DEPARTMENT 542 INSPECTIONS DIVISION |                        |                |                  |                                      | TOTAL: | 3,050.96 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT    |
|---|------------------------|----------------|------------------|--------------------------------------|--------|-----------|
| 01-002200                                     | BLUE CROSS BLUE SHIELD | I-201007092585 | 01 -543-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 389.98    |
| 01-020057                                     | TEXAS MUNICIPAL LEAGUE | I-201007092588 | 01 -543-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 5,554.72  |
| 01-020100                                     | T.M.R.S.               | I-201007092575 | 01 -543-0080     | TMRS T.M.R.S.                        | 117324 | 5,261.29  |
| DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: |                        |                |                  |                                      |        | 11,205.99 |



PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                          | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT     |
|---------------------------------|-------------------------|-----------------|------------------|---|--------|------------|
| 01-002805                       | ALLIED WASTE SERVICES # |                 |                  |   |        |            |
|                                 |                         | I-0863000377613 | 01 -570-0581     | WATER, SEWER, SERV @ 4501 PADRE BLV D     | 117301 | 234.60     |
| 01-003773                       | CONSTELLATION NEW ENER  |                 |                  |   |        |            |
|                                 |                         | I-2423380       | 01 -570-0580     | ELECTRICITY SERV @ PADRE BLVD LOT TEMP    | 117312 | 28.00      |
| 01-004231                       | DIRECT ENERGY           |                 |                  |   |        |            |
|                                 |                         | I-1070624       | 01 -570-0580     | ELECTRICITY ELECTRIC BILL FOR JUNE 2010   | 117313 | 18,567.33  |
| 01-022225                       | V-TECH SIGNS INC.       |                 |                  |   |        |            |
|                                 |                         | I-5547          | 01 -570-0101     | OFFICE SUPPLI MAGNETIC SIGNS FOR VEHICLES | 117328 | 90.00      |
| DEPARTMENT 570 GENERAL SERVICES |                         |                 |                  |   | TOTAL: | 18,919.93  |
| FUND 01 GENERAL FUND            |                         |                 |                  |   | TOTAL: | 168,317.39 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME             | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION               | CHECK#           | AMOUNT   |
|-----------|------------------|----------------|------------------|---------------------------|------------------|----------|
| -----     |                  |                |                  |                           |                  |          |
| 01-001287 | AMERICAN EXPRESS |                |                  |                           |                  |          |
|           |                  | I-201007092583 | 02 -1402         | CLEARING AMERICAN EXPRESS | 117292           | 9,224.87 |
|           |                  |                |                  | DEPARTMENT                | NON-DEPARTMENTAL | TOTAL:   |
|           |                  |                |                  |                           |                  | 9,224.87 |
| -----     |                  |                |                  |                           |                  |          |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                         | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT   |
|--------------------------------|-------------------------|-----------------|------------------|--|--------|----------|
| 01-002200                      | BLUE CROSS BLUE SHIELD  | I-201007092585  | 02 -590-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD       | 117295 | 45.88    |
| 01-002805                      | ALLIED WASTE SERVICES # | I-0863000378535 | 02 -590-0581     | WATER,SEWER & SERV @ 600-B PADRE           | 117301 | 73.99    |
| 01-004231                      | DIRECT ENERGY           | I-1070624       | 02 -590-0580     | ELECTRICITY ELECTRIC BILL FOR JUNE 2010    | 117313 | 1,437.31 |
| 01-019404                      | SPRINT                  | I-463528814-031 | 02 -590-0501     | COMMUNICATION CELLPHONE BILL DATED 6/20/10 | 117320 | 52.27    |
| 01-020057                      | TEXAS MUNICIPAL LEAGUE  | I-201007092588  | 02 -590-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE       | 117322 | 672.32   |
| 01-020100                      | T.M.R.S.                | I-201007092575  | 02 -590-0080     | TMRS T.M.R.S.                              | 117324 | 612.46   |
| DEPARTMENT 590 VISITORS BUREAU |                         |                 |                  |  | TOTAL: | 2,894.23 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                           | NAME                   | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT   |
|----------------------------------|------------------------|-----------------|------------------|--|--------|----------|
| 01-002200                        | BLUE CROSS             | BLUE SHIELD     |                  |  |        |          |
|                                  |                        | I-201007092585  | 02 -592-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD       | 117295 | 229.40   |
| 01-019404                        | SPRINT                 |                 |                  |  |        |          |
|                                  |                        | I-463528814-031 | 02 -592-0501     | COMMUNICATION CELLPHONE BILL DATED 6/20/10 | 117320 | 515.82   |
| 01-020057                        | TEXAS MUNICIPAL LEAGUE |                 |                  |  |        |          |
|                                  |                        | I-201007092588  | 02 -592-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE       | 117322 | 3,271.60 |
| 01-020100                        | T.M.R.S.               |                 |                  |  |        |          |
|                                  |                        | I-201007092575  | 02 -592-0080     | TMRS T.M.R.S.                              | 117324 | 4,999.54 |
| DEPARTMENT 592 SALES & MARKETING |                        |                 |                  |  | TOTAL: | 9,016.36 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                          | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT    |
|---------------------------------|------------------------|----------------|------------------|--------------------------------------|--------|-----------|
| 01-002200                       | BLUE CROSS             | BLUE SHIELD    |                  |                                      |        |           |
|                                 |                        | I-201007092585 | 02 -593-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 22.94     |
| 01-020057                       | TEXAS MUNICIPAL LEAGUE |                |                  |                                      |        |           |
|                                 |                        | I-201007092588 | 02 -593-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE | 117322 | 537.92    |
| 01-020100                       | T.M.R.S.               |                |                  |                                      |        |           |
|                                 |                        | I-201007092575 | 02 -593-0080     | TMRS T.M.R.S.                        | 117324 | 431.12    |
| DEPARTMENT 593 EVENTS MARKETING |                        |                |                  |                                      | TOTAL: | 991.98    |
|                                 |                        |                |                  |                                      |        |           |
| FUND 02 HOTEL/MOTEL TAX FUND    |                        |                |                  |                                      | TOTAL: | 22,127.44 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME             | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION               | CHECK# | AMOUNT   |
|-----------|------------------|----------------|------------------|---------------------------|--------|----------|
| 01-001287 | AMERICAN EXPRESS |                |                  |                           |        |          |
|           |                  | I-201007092583 | 06 -1402         | CLEARING AMERICAN EXPRESS | 117292 | 1,715.06 |
|           |                  |                | DEPARTMENT       | NON-DEPARTMENTAL          | TOTAL: | 1,715.06 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                   | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK#                                       | AMOUNT    |
|-----------|------------------------|-----------------|------------------|--|--|-----------|
| 01-002200 | BLUE CROSS BLUE SHIELD |                 |                  |  |  |           |
|           |                        | I-201007092585  | 06 -565-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD       | 117295                                       | 229.40    |
| 01-004231 | DIRECT ENERGY          |                 |                  |  |  |           |
|           |                        | I-1070624       | 06 -565-0580     | ELECTRICITY ELECTRIC BILL FOR JUNE 2010    | 117313                                       | 21,264.91 |
| 01-019404 | SPRINT                 |                 |                  |  |  |           |
|           |                        | I-463528814-031 | 06 -565-0501     | COMMUNICATION CELLPHONE BILL DATED 6/20/10 | 117320                                       | 157.01    |
| 01-020057 | TEXAS MUNICIPAL LEAGUE |                 |                  |  |  |           |
|           |                        | I-201007092588  | 06 -565-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE       | 117322                                       | 3,281.60  |
| 01-020100 | T.M.R.S.               |                 |                  |  |  |           |
|           |                        | I-201007092575  | 06 -565-0080     | TMRS T.M.R.S.                              | 117324                                       | 2,775.20  |
|           |                        |                 |                  |  | DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: | 27,708.12 |
|           |                        |                 |                  |  | FUND 06 CONVENTION CENTER FUND TOTAL:        | 29,423.18 |

PACKET: 06685 Regular Payments  
 VENDOR SET: 01  
 FUND : 30 TRANSPORTAION GRANT  
 DEPARTMENT: 591 TRANSPORTATION DEPT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR    | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK#                             | AMOUNT          |
|-----------|-------------------------|-----------------|------------------|--|------------------------------------|-----------------|
| 01-001359 | JESUS ARRIAGA           | I-070610        | 30 -591-0550     | TRAVEL EXPENS CASH ADVANCE                 | 117294                             | 1,000.00        |
| 01-002200 | BLUE CROSS BLUE SHIELD  | I-201007092585  | 30 -591-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD       | 117295                             | 183.52          |
| 01-002805 | ALLIED WASTE SERVICES # | I-0863000377613 | 30 -591-0581     | WTR/SWR/GARBA SERV @ 4501 PADRE BLV D      | 117301                             | 33.51           |
| 01-004231 | DIRECT ENERGY           | I-1070624       | 30 -591-0580     | ELECTRICITY ELECTRIC BILL FOR JUNE 2010    | 117313                             | 1,228.12        |
| 01-019404 | SPRINT                  | I-463528814-031 | 30 -591-0501     | COMMUNICATION CELLPHONE BILL DATED 6/20/10 | 117320                             | 204.17          |
| 01-020057 | TEXAS MUNICIPAL LEAGUE  | I-201007092588  | 30 -591-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE       | 117322                             | 2,841.04        |
| 01-020100 | T.M.R.S.                | I-201007092575  | 30 -591-0080     | TMRS T.M.R.S.                              | 117324                             | 2,245.13        |
|           |                         |                 |                  |  | DEPARTMENT 591 TRANSPORTATION DEPT | TOTAL: 7,735.49 |
|           |                         |                 |                  |  | FUND 30 TRANSPORTAION GRANT        | TOTAL: 7,735.49 |



PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                           | NAME                   | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT   |
|----------------------------------|------------------------|-----------------|------------------|--|--------|----------|
| 01-002200                        | BLUE CROSS             | BLUE SHIELD     |                  |  |        |          |
|                                  |                        | I-201007092585  | 60 -560-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD       | 117295 | 68.82    |
| 01-019404                        | SPRINT                 |                 |                  |  |        |          |
|                                  |                        | I-463528814-031 | 60 -560-0501     | COMMUNICATION CELLPHONE BILL DATED 6/20/10 | 117320 | 124.88   |
| 01-020057                        | TEXAS MUNICIPAL LEAGUE |                 |                  |  |        |          |
|                                  |                        | I-201007092588  | 60 -560-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE       | 117322 | 978.48   |
| 01-020100                        | T.M.R.S.               |                 |                  |  |        |          |
|                                  |                        | I-201007092575  | 60 -560-0080     | TMRS T.M.R.S.                              | 117324 | 1,066.28 |
| DEPARTMENT 560 BEACH MAINTENANCE |                        |                 |                  |  | TOTAL: | 2,238.46 |
| FUND 60 BEACH MAINTENANCE FUND   |                        |                 |                  |  | TOTAL: | 2,238.46 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR             | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT |
|--------------------|------------------------|----------------|------------------|--------------------------------------|--------|--------|
| 01-002200          | BLUE CROSS BLUE SHIELD |                |                  |                                      |        |        |
|                    |                        | I-201007092585 | 80 -580-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD | 117295 | 22.94  |
| 01-020100          | T.M.R.S.               |                |                  |                                      |        |        |
|                    |                        | I-201007092575 | 80 -580-0080     | TMRS T.M.R.S.                        | 117324 | 482.30 |
| DEPARTMENT 580 EDC |                        |                |                  |                                      | TOTAL: | 505.24 |

PACKET: 06685 Regular Payments

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                   | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK#                            | AMOUNT              |            |
|-----------|------------------------|----------------|------------------|---|-----------------------------------|---------------------|------------|
| 01-002200 | BLUE CROSS             | BLUE SHIELD    |                  |   |                                   |                     |            |
|           |                        | I-201007092585 | 80 -581-0081     | GROUP INSURAN BLUE CROSS BLUE SHIELD    | 117295                            | 22.94               |            |
| 01-004231 | DIRECT ENERGY          |                |                  |   |                                   |                     |            |
|           |                        | I-1070624      | 80 -581-0580     | ELECTRICITY ELECTRIC BILL FOR JUNE 2010 | 117313                            | 2,144.90            |            |
| 01-020057 | TEXAS MUNICIPAL LEAGUE |                |                  |   |                                   |                     |            |
|           |                        | I-201007092588 | 80 -581-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE    | 117322                            | 326.16              |            |
|           |                        | I-201007092588 | 80 -581-0081     | GROUP INSURAN TEXAS MUNICIPAL LEAGUE    | 117322                            | 336.16              |            |
| 01-020100 | T.M.R.S.               |                |                  |   |                                   |                     |            |
|           |                        | I-201007092575 | 80 -581-0080     | TMRS T.M.R.S.                           | 117324                            | 578.76              |            |
|           |                        |                |                  |   | DEPARTMENT 581 BIRDING CENTER     | TOTAL:              | 3,408.92   |
|           |                        |                |                  |   | FUND 80 ECONOMIC DEVELOPMENT CORP | TOTAL:              | 3,914.16   |
|           |                        |                |                  |   |                                   | REPORT GRAND TOTAL: | 233,756.12 |

KEY: 06702 Regular Payments

IDOR SET: 01

ID : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| IDOR   | NAME                    | ITEM #            | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK#           | AMOUNT   |
|--------|-------------------------|-------------------|------------------|--|------------------|----------|
| 003720 | COLONIAL LIFE INS. CO.  |                   |                  |  |                  |          |
|        |                         | I-7061344-0701315 | 01 -2467         | COLONIAL LIFE JULY 2010 EMPLOYEE PREMIUMS  | 117359           | 7,963.30 |
| 006163 | AMERICAN GENERAL LIFE I |                   |                  |  |                  |          |
|        |                         | I-070710          | 01 -2485         | AMERICAN GENE EMPLOYEE SALARY ALLOC JULY 7 | 117371           | 643.24   |
| 016670 | PRE-PAID LEGAL SVCS INC |                   |                  |  |                  |          |
|        |                         | I-71010           | 01 -2476         | PREPAID LEGAL JULY 2010 EMPLOYEE PREMIUMS  | 117411           | 29.90    |
|        |                         |                   |                  | DEPARTMENT                                 | NON-DEPARTMENTAL | TOTAL:   |
|        |                         |                   |                  |  |                  | 8,636.44 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY ADMINISTRATION

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                             | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT |
|------------------------------------|-------------------------|----------|------------------|---|--------|--------|
| =====                              |                         |          |                  |   |        |        |
| 01-009686                          | DARLA JONES             |          |                  |   |        |        |
|                                    |                         | I-062610 | 01 -512-0550     | TRAVEL EXPENS MISC. REIMBURSEMENT         | 117384 | 32.74  |
|                                    |                         |          |                  |   |        |        |
| 01-016600                          | PT ISABEL/SO PADRE PRES |          |                  |   |        |        |
|                                    |                         | I-060710 | 01 -512-0540     | ADVERTISING LEGAL AD ORD 10-17            | 117409 | 58.95  |
|                                    |                         | I-0621-1 | 01 -512-0540     | ADVERTISING LEGAL AD ORD.10-20            | 117409 | 88.43  |
|                                    |                         | I-0621-2 | 01 -512-0540     | ADVERTISING LEGAL AD ORD 10-19            | 117409 | 88.43  |
|                                    |                         | I-62110  | 01 -512-0540     | ADVERTISING LEGAL AD ORD 10-18 ; 6/21/10  | 117409 | 88.43  |
|                                    |                         | I-62410  | 01 -512-0540     | ADVERTISING COMM. APP. 6/24/10            | 117409 | 39.30  |
|                                    |                         |          |                  |   |        |        |
| 01-1                               | MISC. VENDORS           |          |                  |   |        |        |
|                                    | GDS TRANSPORT, LTD      | I-102418 | 01 -512-0550     | TRAVEL EXPENS GDS TRANSPORT, LTD: SHUTTLE | 117439 | 20.00  |
|                                    |                         |          |                  |   |        |        |
| DEPARTMENT 512 CITY ADMINISTRATION |                         |          |                  |   | TOTAL: | 416.28 |
| -----                              |                         |          |                  |   |        |        |

PACKET: 06702 Regular Payments  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 513 FINANCE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR    | NAME                    | ITEM #  | G/L ACCOUNT NAME | DESCRIPTION          | CHECK# | AMOUNT |
|-----------|-------------------------|---------|------------------|----------------------|--------|--------|
| 01-006101 | FIRST CHECK APPLICANT S | I-11416 | 01 -513-0530     | PROFESSIONAL FINANCE | 117368 | 40.50  |
|           |                         |         | DEPARTMENT 513   | FINANCE DEPARTMENT   | TOTAL: | 40.50  |

PACKET: 06702 Regular Payments  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 514 PLANNING DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR    | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT |
|-----------|-------------------------|-----------------|------------------|---|--------|--------|
| =====     |                         |                 |                  |   |        |        |
| 01-006111 | FREEDOM COMMUNICATIONS  |                 |                  |   |        |        |
|           |                         | I-40005333-0610 | 01 -514-0530     | PROFESSIONAL DISPLAY ADVERTISING REF#163167 | 117369 | 147.00 |
| 01-016600 | PT ISABEL/SO PADRE PRES |                 |                  |   |        |        |
|           |                         | I-060310        | 01 -514-0530     | PROFESSIONAL PARADE AD : 6/03/10            | 117409 | 100.00 |
|           |                         | I-062810        | 01 -514-0540     | ADVERTISING LEGAL AD:PUBLIC HEARING         | 117409 | 65.50  |
|           |                         |                 |                  |   |        |        |
|           |                         |                 | DEPARTMENT 514   | PLANNING DEPARTMENT                         | TOTAL: | 312.50 |
| -----     |                         |                 |                  |   |        |        |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                               | NAME                    | ITEM #     | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|--------------------------------------|-------------------------|------------|------------------|--|--------|----------|
| 01-001142                            | AT&T GLOBAL SERVICES, I |            |                  |  |        |          |
|                                      |                         | I-SB601749 | 01 -515-0415     | SERVICE CONTR MAINT. BILLING PER CONTRACT    | 117335 | 430.99   |
| 01-001161                            | AT&T                    |            |                  |  |        |          |
|                                      |                         | I-061910   | 01 -515-0415     | SERVICE CONTR MIS W/MANAGED ROUTER           | 117336 | 384.80   |
| 01-003423                            | CDW GOVERNMENT, INC.    |            |                  |  |        |          |
|                                      |                         | I-SXL5095  | 01 -515-0180     | INFORMATION T 1-NETGEAR 8 PT 10/100 POE SWIT | 117355 | 125.78   |
| 01-007400                            | GRANICUS, INC.          |            |                  |  |        |          |
|                                      |                         | I-19508    | 01 -515-0415     | SERVICE CONTR VIDEOSTREAMING                 | 117375 | 538.90   |
| 01-015029                            | ORBIT BROADBAND         |            |                  |  |        |          |
|                                      |                         | I-9967     | 01 -515-0415     | SERVICE CONTR WEB HOSTING -SPIPD.NET         | 117402 | 24.95    |
| DEPARTMENT 515 TECHNOLOGY DEPARTMENT |                         |            |                  |  | TOTAL: | 1,505.42 |



PACKET: 06702 Regular Payments  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 521 POLICE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR                           | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT   |
|----------------------------------|-------------------------|-----------------|------------------|---|--------|----------|
| 01-002702                        | BREATH TEST SERVICES    |                 |                  |   |        |          |
|                                  |                         | I-1142          | 01 -521-0415     | SERVICE CONTR PD-JULY-SEPT2010 SERVICES     | 117351 | 2,500.00 |
| 01-006101                        | FIRST CHECK APPLICANT S |                 |                  |   |        |          |
|                                  |                         | I-11416         | 01 -521-0530     | PROFESSIONAL POLICE DEPT                    | 117368 | 30.25    |
| 01-015010                        | OFFICE DEPOT            |                 |                  |   |        |          |
|                                  |                         | I-521321117-001 | 01 -521-0101     | OFFICE SUPPLI PENS, ENVELOPES, DIVIDERS,ETC | 117399 | 143.98   |
|                                  |                         | I-522141395001  | 01 -521-0101     | OFFICE SUPPLI 4 CS PAPER, 1 DOZ PENS        | 117399 | 142.27   |
| 01-019239                        | SOUTH PADRE OFFICE CENT |                 |                  |   |        |          |
|                                  |                         | I-100448        | 01 -521-0150     | MINOR TOOLS & HP CARTRIDGES, BROTH TX TAPE  | 117416 | 99.97    |
|                                  |                         | I-100452        | 01 -521-0101     | OFFICE SUPPLI 1-P-TOUCH LABELING 1/2"       | 117416 | 19.99    |
| 01-023058                        | WHATABURGER             |                 |                  |   |        |          |
|                                  |                         | I-693353        | 01 -521-0571     | FOOD FOR PRIS PRISONER MEALS                | 117433 | 15.36    |
|                                  |                         | I-693357        | 01 -521-0571     | FOOD FOR PRIS PRISONER MEALS                | 117433 | 7.68     |
|                                  |                         | I-693417        | 01 -521-0571     | FOOD FOR PRIS PRISONER MEALS                | 117433 | 3.84     |
| DEPARTMENT 521 POLICE DEPARTMENT |                         |                 |                  |   | TOTAL: | 2,963.34 |

PACKET: 06702 Regular Payments  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 522 FIRE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR                         | NAME                    | ITEM #      | G/L | ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|--------------------------------|-------------------------|-------------|-----|--------------|---|--------|----------|
| 01-001097                      | ACETYLENE OXYGEN COMPAN |             |     |              |   |        |          |
|                                |                         | I-100131573 | 01  | -522-0114    | MEDICAL ACETYLENE & OXYGEN TANKS        | 117333 | 21.18    |
| 01-001406                      | AMERIZON WIRELESS       |             |     |              |   |        |          |
|                                |                         | I-591101    | 01  | -522-0150    | MINOR TOOLS & VEHICULAR CHARGERS        | 117346 | 1,533.81 |
| 01-003424                      | CHEMTEX                 |             |     |              |   |        |          |
|                                |                         | I-631       | 01  | -522-0105    | CHEMICALS 1 CS CITRUS CLEANUP           | 117356 | 93.00    |
| 01-006086                      | WITMER ASSOCIATES, INC. |             |     |              |   |        |          |
|                                |                         | I-1017501   | 01  | -522-0117    | SAFETY SUPPLI GEAR TREE X 2             | 117366 | 484.89   |
| 01-006100                      | FITNESS EQUIPMENT REPAI |             |     |              |   |        |          |
|                                |                         | I-3236      | 01  | -522-0172    | PHYSICAL AND REPAIRS TO LIBERATOR       | 117367 | 275.50   |
| 01-008176                      | FELIPE HERRERA, JR.     |             |     |              |   |        |          |
|                                |                         | I-62310     | 01  | -522-0550    | TRAVEL EXPENS MILEAGE REIMBURSEMENT     | 117378 | 48.00    |
| 01-008287                      | HOYT BREATHING AIR PROD |             |     |              |   |        |          |
|                                |                         | I-22602     | 01  | -522-0530    | PROFESSIONAL QTRLY SERV. AIR COMPRESSOR | 117381 | 495.00   |
| 01-013136                      | MANNY'S UNIFORMS        |             |     |              |   |        |          |
|                                |                         | I-11518     | 01  | -522-0130    | WEARING APPAR EMERGENCY PURCHASE        | 117394 | 212.95   |
|                                |                         | I-11519     | 01  | -522-0130    | WEARING APPAR EMERGENCY PURCHASE        | 117394 | 444.18   |
| 01-013423                      | MUNICIPAL FIRE APPARATU |             |     |              |   |        |          |
|                                |                         | I-66B       | 01  | -522-0105    | CHEMICALS CLASS "A" FOAM                | 117397 | 425.00   |
| 01-015010                      | OFFICE DEPOT            |             |     |              |   |        |          |
|                                |                         | I-06464     | 01  | -522-0101    | OFFICE SUPPLI MISC. OFFICE SUPPLIES     | 117399 | 121.70   |
| 01-019263                      | SOUTH TEXAS FLAG        |             |     |              |   |        |          |
|                                |                         | I-41553     | 01  | -522-0150    | MINOR TOOLS & 2- US FLAGS               | 117417 | 150.00   |
| DEPARTMENT 522 FIRE DEPARTMENT |                         |             |     |              |   | TOTAL: | 4,305.21 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                          | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                          | CHECK# | AMOUNT   |
|---------------------------------|-------------------------|----------|------------------|--------------------------------------|--------|----------|
| 01-002051                       | VICTOR BALDOVINOS       |          |                  |                                      |        |          |
|                                 |                         | I-061210 | 01 -532-0107     | BOOKS & PERIO MISC. REIMBURSEMENT    | 117347 | 7.19     |
|                                 |                         | I-62410  | 01 -532-0513     | TRAINING EXPE MISC. REIMBURSEMENT    | 117347 | 20.00    |
| 01-016110                       | PADRE ISLAND'S ACE HARD |          |                  |                                      |        |          |
|                                 |                         | I-063219 | 01 -532-0150     | MINOR TOOLS & AST. CD5 FUSE KIT      | 117404 | 3.49     |
| 01-016699                       | PUBLIC HEALTH EQUIPMENT |          |                  |                                      |        |          |
|                                 |                         | I-6482   | 01 -532-0105     | CHEMICALS 110 GALLONS ANVIL          | 117412 | 4,290.00 |
| 01-023100                       | WHITE LUMBER & SUPPLY I |          |                  |                                      |        |          |
|                                 |                         | I-127099 | 01 -532-0105     | CHEMICALS AIRLESS SPRAYER RENTAL ETC | 117435 | 90.88    |
| DEPARTMENT 532 CODE ENFORCEMENT |                         |          |                  |                                      | TOTAL: | 4,411.56 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                          | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|---------------------------------|-------------------------|-------------|------------------|--|--------|----------|
| 01-002196                       | BLANCO'S DETAILING SERV | I-140       | 01 -540-0420-01  | REPAIRS & MAI FULL DETAIL UNIT # G-01 TAHOE  | 117349 | 25.00    |
| 01-002700                       | BURTON AUTO SUPPLY, INC | I-03 894826 | 01 -540-0420-02  | REPAIRS & MAI 12V AIR COMPR. AIRHORN, SOLEN  | 117350 | 357.15   |
| 01-003424                       | CHEMTEX                 | I-620       | 01 -540-0420-02  | REPAIRS & MAI 1 CS. RUST RELEASE - FIRE DPT  | 117356 | 105.00   |
| 01-015012                       | O'REILLY AUTOMOTIVE, IN | I-387547    | 01 -540-0420-02  | REPAIRS & MAI MISC. FLASHERS UNIT E-1        | 117400 | 19.98    |
| 01-015020                       | OIL PATCH FUEL & SUPPLY | I-313281    | 01 -540-0104     | FUELS & LUBRI 1201 GALS. DIESEL DEL. 6/28/10 | 117401 | 3,144.37 |
| 01-016110                       | PADRE ISLAND'S ACE HARD | I-062178    | 01 -540-0420-03  | REPAIRS & MAI 1-ARMR ALL PROTECTANT          | 117404 | 5.99     |
| DEPARTMENT 540 FLEET MANAGEMENT |                         |             |                  |  | TOTAL: | 3,657.49 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                              | NAME                    | ITEM #      | G/L | ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|-------------------------------------|-------------------------|-------------|-----|--------------|--|--------|----------|
| 01-002903                           | BORDER STATES INDUSTRIE |             |     |              |  |        |          |
|                                     |                         | I-900991104 | 01  | -541-0410    | MACHINERY & E 1-6"HD CPLG BOLT STYLE         | 117353 | 118.35   |
| 01-007600                           | GULF COAST PAPER CO. IN |             |     |              |  |        |          |
|                                     |                         | I-23029     | 01  | -541-0160    | LAUNDRY & JAN JANITORIAL SUPPLIES            | 117376 | 672.63   |
| 01-016110                           | PADRE ISLAND'S ACE HARD |             |     |              |  |        |          |
|                                     |                         | I-062238    | 01  | -541-0150    | MINOR TOOLS & MTL NOZZEL, HOSE, ADAPT. ETC   | 117404 | 24.96    |
|                                     |                         | I-062296    | 01  | -541-0150    | MINOR TOOLS & DOOR HOLD, PAINT THINNER, ETC  | 117404 | 25.22    |
|                                     |                         | I-062339    | 01  | -541-0160    | LAUNDRY & JAN SHOWERHD, SPRAYR, BROOM        | 117404 | 41.95    |
|                                     |                         | I-062488    | 01  | -541-0150    | MINOR TOOLS & FOAM ROLLER, TAPE, BRUSH, ETC  | 117404 | 28.94    |
|                                     |                         | I-062680    | 01  | -541-0150    | MINOR TOOLS & WIPING CLOTHS, TAPE, DOOR HOLD | 117404 | 34.44    |
|                                     |                         | I-062681    | 01  | -541-0150    | MINOR TOOLS & 1-12 PK ALKLN BATTERIES "D"    | 117404 | 14.99    |
|                                     |                         | I-062819    | 01  | -541-0150    | MINOR TOOLS & PAINTBRUSH, FLAT FILE          | 117404 | 14.96    |
|                                     |                         | I-062831    | 01  | -541-0150    | MINOR TOOLS & NUTSETTERS, MISC. HDW          | 117404 | 10.69    |
|                                     |                         | I-063091    | 01  | -541-0150    | MINOR TOOLS & PVC ELBOW, KEYHOLE SAW         | 117404 | 8.78     |
|                                     |                         | I-063099    | 01  | -541-0150    | MINOR TOOLS & PLUMBERS PUTTY, DRAIN CLEANER  | 117404 | 18.47    |
|                                     |                         | I-063157    | 01  | -541-0411    | BUILDINGS & S SHOWERHD, VALVE REPAIR         | 117404 | 46.96    |
|                                     |                         | I-063464    | 01  | -541-0150    | MINOR TOOLS & GLUE, PUTTY KNIFE, MISC. HDW   | 117404 | 8.38     |
| 01-021102                           | UNIFIRST CORP.          |             |     |              |  |        |          |
|                                     |                         | I-1829284   | 01  | -541-0130    | WEARING APPAR UNIFORMS, AIR FRESHENERS,E TC  | 117428 | 21.94    |
|                                     |                         | I-1829284   | 01  | -541-0160    | LAUNDRY & JAN UNIFORMS, AIR FRESHENERS,E TC  | 117428 | 82.64    |
|                                     |                         | I-1831401   | 01  | -541-0130    | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 158.51   |
|                                     |                         | I-1831401   | 01  | -541-0160    | LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 32.55    |
|                                     |                         | I-1833547   | 01  | -541-0130    | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 31.73    |
|                                     |                         | I-1833547   | 01  | -541-0160    | LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 82.64    |
|                                     |                         | I-1835688   | 01  | -541-0130    | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 31.73    |
|                                     |                         | I-1835688   | 01  | -541-0160    | LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 32.91    |
|                                     |                         | I-1837816   | 01  | -541-0160    | LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 83.19    |
|                                     |                         | I-1837816   | 01  | -541-0130    | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 32.28    |
| 01-023160                           | WORTH HYDROCHEM OF CORP |             |     |              |  |        |          |
|                                     |                         | I-12903     | 01  | -541-0415    | SERVICE CONTR                                | 117437 | 300.00   |
| DEPARTMENT 541 BUILDING MAINTENANCE |                         |             |     |              |  | TOTAL: | 1,959.84 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #     | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT   |
|---|-------------------------|------------|------------------|---|--------|----------|
| =====   |                         |            |                  |   |        |          |
| 01-003704                                     | CAMERON COUNTY          |            |                  |   |        |          |
|   |                         | I-62510    | 01 -543-0432     | CAUSEWAY LIGH CAUSEWAY LTNG 5/12-06/11/10   | 117358 | 454.12   |
| 01-006101                                     | FIRST CHECK APPLICANT S |            |                  |   |        |          |
|   |                         | I-11416    | 01 -543-0530     | PROFESSIONAL PUBLIC WORKS                   | 117368 | 10.00    |
| 01-016110                                     | PADRE ISLAND'S ACE HARD |            |                  |   |        |          |
|   |                         | C-063337   | 01 -543-0412     | LANDSCAPE ROUNDUP RETURNED                  | 117404 | 20.99-   |
|   |                         | I-055570-1 | 01 -543-0150     | MINOR TOOLS & BALANCE DUE ON I#055570       | 117404 | 2.00     |
|   |                         | I-062664   | 01 -543-0150     | MINOR TOOLS & 2 - MASKING TAPE              | 117404 | 5.58     |
|   |                         | I-062783   | 01 -543-0150     | MINOR TOOLS & MASKING TAPE                  | 117404 | 17.16    |
|   |                         | I-063336   | 01 -543-0412     | LANDSCAPE WHEEL BARROW, ROUNDUP             | 117404 | 50.98    |
| 01-019100                                     | SEA GARDEN SALES        |            |                  |   |        |          |
|   |                         | I-1342661  | 01 -543-0150     | MINOR TOOLS & 1-CS. SQWINCHER MIX           | 117415 | 98.89    |
|   |                         | I-1342664  | 01 -543-0150     | MINOR TOOLS & 1- 2 GAL.THERMAL JUG          | 117415 | 9.99     |
| 01-021102                                     | UNIFIRST CORP.          |            |                  |   |        |          |
|   |                         | I-1829284  | 01 -543-0130     | WEARING APPAR UNIFORMS, AIR FRESHENERS,E TC | 117428 | 199.22   |
|   |                         | I-1831401  | 01 -543-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC  | 117428 | 195.00   |
|   |                         | I-1833547  | 01 -543-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC  | 117428 | 238.18   |
|   |                         | I-1835688  | 01 -543-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC  | 117428 | 191.93   |
|   |                         | I-1837816  | 01 -543-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC  | 117428 | 472.31   |
| 01-023100                                     | WHITE LUMBER & SUPPLY I |            |                  |   |        |          |
|   |                         | I-128492   | 01 -543-0150     | MINOR TOOLS & 1- 4 X 8 PLYWOOD/GAL. SCREWS  | 117435 | 31.02    |
| DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: |                         |            |                  |   |        | 1,955.39 |
| -----   |                         |            |                  |   |        |          |

PACKET: 06702 Regular Payments  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 570 GENERAL SERVICES  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR                          | NAME                    | ITEM #           | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT    |
|---------------------------------|-------------------------|------------------|------------------|---|--------|-----------|
| =====                           |                         |                  |                  |   |        |           |
| 01-002805                       | ALLIED WASTE SERVICES # |                  |                  |   |        |           |
|                                 |                         | I-0863-000381010 | 01 -570-0581     | WATER, SEWER, 108 W. RETAMA                 | 117352 | 2,807.35  |
| 01-003805                       | PAUL CUNNINGHAM         |                  |                  |   |        |           |
|                                 |                         | I-2000158        | 01 -570-9030     | LEGAL SERVICE GENERAL LEGAL SERV. JUNE 2010 | 117360 | 8,452.19  |
| 01-012071                       | LAGUNA MDRE WTR DIST NO |                  |                  |   |        |           |
|                                 |                         | I-201007152593   | 01 -570-0581     | WATER, SEWER, 80 FT E. NEW CAUSEWAY         | 117386 | 1,065.93  |
|                                 |                         | I-201007152595   | 01 -570-0581     | WATER, SEWER, 1313 PADRE BLVD MDN           | 117386 | 10.80     |
|                                 |                         | I-201007152596   | 01 -570-0581     | WATER, SEWER, 911 PADRE BLVD MDN            | 117386 | 10.80     |
|                                 |                         | I-201007152597   | 01 -570-0581     | WATER, SEWER, 1201 PADRE BLVD MDN           | 117386 | 10.80     |
|                                 |                         | I-201007152598   | 01 -570-0581     | WATER, SEWER, 1612 PADRE BLVD MDN           | 117386 | 10.80     |
|                                 |                         | I-201007152599   | 01 -570-0581     | WATER, SEWER, 2000 PADRE BLVD MDN           | 117386 | 10.80     |
|                                 |                         | I-201007152600   | 01 -570-0581     | WATER, SEWER, 2412 PADRE BLVD MDN           | 117386 | 10.80     |
|                                 |                         | I-201007152601   | 01 -570-0581     | WATER, SEWER, 2700 PADRE BLVD MDN           | 117386 | 10.80     |
|                                 |                         | I-201007152602   | 01 -570-0581     | WATER, SEWER, 3000 PADRE BLVD MDN           | 117386 | 10.80     |
|                                 |                         | I-201007152603   | 01 -570-0581     | WATER, SEWER, CRN PADRE & TARPON MDN        | 117386 | 10.80     |
|                                 |                         | I-201007152605   | 01 -570-0581     | WATER, SEWER, 1800 GULF BLVD                | 117386 | 308.62    |
|                                 |                         | I-201007152606   | 01 -570-0581     | WATER, SEWER, 2712 PADRE BLVD               | 117386 | 10.80     |
|                                 |                         | I-201007152607   | 01 -570-0581     | WATER, SEWER, 3420 GULF BLVD ACCESS 11      | 117386 | 94.55     |
|                                 |                         | I-201007152608   | 01 -570-0581     | WATER, SEWER, 104 W. RETAMA ST              | 117386 | 21.86     |
|                                 |                         | I-201007152609   | 01 -570-0581     | WATER, SEWER, 110 E. MORNINGSIDE DR         | 117386 | 72.03     |
|                                 |                         | I-201007152610   | 01 -570-0581     | WATER, SEWER, 6100 PADRE BLVD               | 117386 | 14.95     |
|                                 |                         | I-201007152612   | 01 -570-0581     | WATER, SEWER, 108 W. HUISACHE ST.           | 117386 | 28.91     |
|                                 |                         | I-201007152613   | 01 -570-0581     | WATER, SEWER, 4501 PADRE BLVD               | 117386 | 48.81     |
|                                 |                         | I-201007152614   | 01 -570-0581     | WATER, SEWER, 4380 GULF BLVD                | 117386 | 10.80     |
|                                 |                         | I-201007152615   | 01 -570-0581     | WATER, SEWER, 4501 PADRE BLVD               | 117386 | 85.57     |
|                                 |                         | I-201007152616   | 01 -570-0581     | WATER, SEWER, 4501 PADRE BLVD               | 117386 | 42.88     |
|                                 |                         | I-201007152617   | 01 -570-0581     | WATER, SEWER, 4501 PADRE BLVD               | 117386 | 171.97    |
|                                 |                         | I-201007152618   | 01 -570-0581     | WATER, SEWER, 4601 PADRE BLVD F/L           | 117386 | 50.25     |
|                                 |                         | I-201007152619   | 01 -570-0581     | WATER, SEWER, 4601 PADRE BLVD               | 117386 | 657.67    |
|                                 |                         | I-201007152620   | 01 -570-0581     | WATER, SEWER, LAGUNA & VENUS                | 117386 | 72.03     |
| 01-012132                       | LEVEY & WRIGHT, P.C.    |                  |                  |   |        |           |
|                                 |                         | I-71510          | 01 -570-9030     | LEGAL SERVICE MEDIATION SERVICES:7/15/10    | 117331 | 1,500.00  |
| 01-022000                       | VALLEY BOTTLE WATER CO. |                  |                  |   |        |           |
|                                 |                         | I-778223         | 01 -570-0581     | WATER, SEWER, BOTTLED WATER PUBLIC WRKS     | 117431 | 112.25    |
|                                 |                         | I-778224         | 01 -570-0581     | WATER, SEWER, BOTTLED WATER -PUBLIC WRKS    | 117431 | 128.50    |
|                                 |                         | I-778225         | 01 -570-0581     | WATER, SEWER, BOTTLED WATER PUBLIC WRKS     | 117431 | 133.00    |
|                                 |                         | I-778226         | 01 -570-0581     | WATER, SEWER, BOTTLED WATER FIRE DPT        | 117431 | 38.75     |
| 01-023906                       | XEROX CORPORATION       |                  |                  |   |        |           |
|                                 |                         | I-048476429      | 01 -570-0510     | RENTAL OF EQU COPIER LEASE FY2009-10        | 117438 | 440.48    |
|                                 |                         | I-048476430      | 01 -570-0510     | RENTAL OF EQU COPIER LEASE                  | 117438 | 344.11    |
|                                 |                         | I-048476431      | 01 -570-0510     | RENTAL OF EQU COPIER LEASE                  | 117438 | 137.02    |
| DEPARTMENT 570 GENERAL SERVICES |                         |                  |                  |   | TOTAL: | 16,948.48 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR      | NAME                  | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                           | CHECK#              | AMOUNT    |
|-------------|-----------------------|----------------|------------------|---------------------------------------|---------------------|-----------|
| -----       |                       |                |                  |                                       |                     |           |
| 01-003697 A | CLEAN PORTOCO BRWNSVL |                |                  |                                       |                     |           |
|             |                       | I-01-127618-09 | 01 -572-9177     | PARK IMPROVEM PORTAPOTTY _FARMERS MKT | 117357 <sup>A</sup> | 100.00    |
|             |                       |                |                  | DEPARTMENT 572 SPECIAL PROJECTS       | TOTAL:              | 100.00    |
| -----       |                       |                |                  |                                       |                     |           |
|             |                       |                | FUND 01          | GENERAL FUND                          | TOTAL:              | 47,212.45 |



PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                         | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT   |
|--------------------------------|-------------------------|-----------------|------------------|---|--------|----------|
| 01-001353                      | ASCOM HASLER/GE CAP PRO |                 |                  |   |        |          |
|                                |                         | I-72429280      | 02 -590-0510     | RENTAL OF EQU LEASING MAILING MACHINE       | 117344 | 230.02   |
| 01-012071                      | LAGUNA MDRE WTR DIST NO |                 |                  |   |        |          |
|                                |                         | I-201007152594  | 02 -590-0581     | WATER,SEWER & 600 PADRE BLVD                | 117386 | 30.98    |
|                                |                         | I-201007152604  | 02 -590-0581     | WATER,SEWER & 600 PADRE BLVD (16-4048-01)   | 117386 | 32.30    |
| 01-013111                      | MARINE ELECTRIC SVC INC |                 |                  |   |        |          |
|                                |                         | I-14167         | 02 -590-0411     | BUILDINGS & S REPLACE MOTOR AT VISITOR CTR  | 117393 | 75.00    |
|                                |                         | I-14206         | 02 -590-0411     | BUILDINGS & S REPLACE 3-FLR. LIGHT SOCKETS  | 117393 | 82.47    |
|                                |                         | I-14252         | 02 -590-0411     | BUILDINGS & S RELOCATED RECEPTACLE FOR COMP | 117393 | 116.62   |
|                                |                         | I-14256         | 02 -590-0411     | BUILDINGS & S REPLACED BALLAST IN CONF. RM  | 117393 | 112.30   |
| 01-016110                      | PADRE ISLAND'S ACE HARD |                 |                  |   |        |          |
|                                |                         | I-062561        | 02 -590-0150     | MINOR TOOLS & 1-CIRC. BLADE                 | 117404 | 17.99    |
|                                |                         | I-062562        | 02 -590-0150     | MINOR TOOLS & CAULKGUN, SILICONE CAULK      | 117404 | 14.98    |
|                                |                         | I-063094        | 02 -590-0411     | BUILDINGS & S DOWEL, DRILL BIT, COAX STAPLE | 117404 | 12.94    |
|                                |                         | I-063340        | 02 -590-0150     | MINOR TOOLS & 4-DEEP WOODS REPELLANT        | 117404 | 27.56    |
| 01-020104                      | TEXAS APPROACH/GROUP TE |                 |                  |   |        |          |
|                                |                         | I-42            | 02 -590-0108     | POSTAGE STORAGE ON SITE/REMOTE              | 117422 | 150.00   |
| 01-020185                      | TIME WARNER CABLE       |                 |                  |   |        |          |
|                                |                         | I-070410        | 02 -590-0501     | COMMUNICATION BROADBAND INTERNET SERV.      | 117423 | 249.90   |
| 01-020602                      | TOUCAN GRAPHICS         |                 |                  |   |        |          |
|                                |                         | I-10496         | 02 -590-0210     | COLLATERAL PI DINE & SHOP GUIDE             | 117424 | 1,275.00 |
| 01-021095                      | UNITED PARCEL SERVICE   |                 |                  |   |        |          |
|                                |                         | I-0000648239260 | 02 -590-0108     | POSTAGE MISC. SHIPPING CHARGES              | 117427 | 567.84   |
|                                |                         | I-0000648239270 | 02 -590-0108     | POSTAGE MISC. SHIPPING CHARGES              | 117427 | 223.28   |
| 01-021102                      | UNIFIRST CORP.          |                 |                  |   |        |          |
|                                |                         | I-1833548       | 02 -590-0160     | LAUNDRY & JAN FLOOR MATS FOR VISITORS CTR   | 117428 | 38.15    |
|                                |                         | I-1837817       | 02 -590-0160     | LAUNDRY & JAN FLOOR MATS FOR VISITORS CTR   | 117428 | 38.15    |
| DEPARTMENT 590 VISITORS BUREAU |                         |                 |                  |   | TOTAL: | 3,295.48 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES &amp; MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                            | NAME | ITEM #     | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT    |
|-----------------------------------|------|------------|------------------|---|--------|-----------|
| 01-001129 A & W OFFICE SUPPLY INC |      |            |                  |   |        |           |
|                                   |      | I-431365-0 | 02 -592-0101     | OFFICE SUPPLI 35- P/FOLIO, VIEWFOLIO    | 117334 | 132.65    |
|                                   |      | I-432329-0 | 02 -592-0101     | OFFICE SUPPLI STENO PADS, INK CARTRIDGE | 117334 | 49.23     |
| 01-001216 AJR MEDIA GROUP         |      |            |                  |   |        |           |
|                                   |      | I-230440   | 02 -592-0533     | MARKETING REP., EMAIL, EXACT TARGET MSG | 117337 | 687.55    |
|                                   |      | I-231059   | 02 -592-0533     | MARKETING REP. EMAIL, EXACT TARGET MSG  | 117337 | 467.44    |
|                                   |      | I-231060   | 02 -592-0533     | MARKETING REP, EMAIL, EXACT TARGET MSG  | 117337 | 423.75    |
|                                   |      | I-231270   | 02 -592-0533     | MARKETING REP.EMAIL, EXACT TARGET MSG   | 117337 | 632.80    |
|                                   |      | I-231398   | 02 -592-0533     | MARKETING REP. EMAIL, EXACT TARGET MSG  | 117337 | 757.36    |
|                                   |      | I-231572   | 02 -592-0533     | MARKETING REP, EMAIL, EXACT TARGET MSG  | 117337 | 1,013.43  |
| 01-001344 THE ATKINS GROUP        |      |            |                  |   |        |           |
|                                   |      | C-5472     | 02 -592-0531     | MEDIA PLACEME BILLING ERROR I#5340      | 117339 | 4,117.64- |
|                                   |      | I-5261-1   | 02 -592-0530     | PROFESSIONAL MARCH 2010 PR SERVICES     | 117339 | 6,000.00  |
|                                   |      | I-5262     | 02 -592-0559     | INTERNET MARCH 2010                     | 117339 | 2,800.00  |
|                                   |      | I-5265     | 02 -592-0559     | INTERNET MARCH 2010                     | 117339 | 85.00     |
|                                   |      | I-5266     | 02 -592-0531     | MEDIA PLACEME MARCH 2010                | 117339 | 352.94    |
|                                   |      | I-5267     | 02 -592-0531     | MEDIA PLACEME APRIL 2010                | 117339 | 17,000.00 |
|                                   |      | I-5268     | 02 -592-0531     | MEDIA PLACEME APRIL 2010                | 117339 | 6,700.00  |
|                                   |      | I-5269     | 02 -592-0531     | MEDIA PLACEME APRIL 2010                | 117339 | 8,818.00  |
|                                   |      | I-5270     | 02 -592-0531     | MEDIA PLACEME 3/25-4/24/10              | 117339 | 1,647.10  |
|                                   |      | I-5271     | 02 -592-0531     | MEDIA PLACEME APRIL 2010                | 117339 | 5,352.94  |
|                                   |      | I-5274     | 02 -592-0531     | MEDIA PLACEME APRIL 2010                | 117339 | 2,800.00  |
|                                   |      | I-5275     | 02 -592-0531     | MEDIA PLACEME JOURNEY TX 3/10           | 117339 | 14,401.00 |
|                                   |      | I-5276     | 02 -592-0531     | MEDIA PLACEME MARCH 2010                | 117339 | 19,171.00 |
|                                   |      | I-5277     | 02 -592-0559     | INTERNET MARCH 2010                     | 117339 | 1,267.58  |
|                                   |      | I-5293     | 02 -592-0531     | MEDIA PLACEME MARCH 2010                | 117339 | 1,960.83  |
|                                   |      | I-5294     | 02 -592-0531     | MEDIA PLACEME MARCH 2010                | 117339 | 20,325.23 |
|                                   |      | I-5296     | 02 -592-0531     | MEDIA PLACEME MARCH 2010                | 117339 | 2,700.00  |
|                                   |      | I-5297     | 02 -592-0531     | MEDIA PLACEME SAN ANTONIO EXPRESS       | 117339 | 16,560.76 |
|                                   |      | I-5298     | 02 -592-0537     | PRODUCTION                              | 117339 | 1,600.00  |
|                                   |      | I-5412     | 02 -592-0530     | PROFESSIONAL MAY 2010 PR                | 117339 | 6,000.00  |
|                                   |      | I-5413     | 02 -592-0559     | INTERNET MAY 2010                       | 117339 | 4,000.00  |
|                                   |      | I-5414     | 02 -592-0559     | INTERNET MAY 2010                       | 117339 | 85.00     |
|                                   |      | I-5415     | 02 -592-0531     | MEDIA PLACEME JUNE 2010                 | 117339 | 19,655.00 |
|                                   |      | I-5416     | 02 -592-0531     | MEDIA PLACEME JUNE 2010                 | 117339 | 3,805.88  |
|                                   |      | I-5417     | 02 -592-0531     | MEDIA PLACEME 5/25/10                   | 117339 | 1,647.10  |
|                                   |      | I-5418     | 02 -592-0531     | MEDIA PLACEME MAY/JUNE 2010             | 117339 | 10,750.00 |
|                                   |      | I-5419     | 02 -592-0531     | MEDIA PLACEME JUNE 2010                 | 117339 | 5,352.94  |
|                                   |      | I-5420     | 02 -592-0531     | MEDIA PLACEME MAY 2010                  | 117339 | 9,000.00  |
|                                   |      | I-5421     | 02 -592-0531     | MEDIA PLACEME MAY 2010                  | 117339 | 11,100.73 |
|                                   |      | I-5422     | 02 -592-0531     | MEDIA PLACEME JUNE 2010                 | 117339 | 2,800.00  |
|                                   |      | I-5423     | 02 -592-0531     | MEDIA PLACEME JUNE 2010                 | 117339 | 6,945.00  |
|                                   |      | I-5424     | 02 -592-0531     | MEDIA PLACEME MAY 2010                  | 117339 | 8,235.48  |
|                                   |      | I-5426     | 02 -592-0531     | MEDIA PLACEME MAY 2010                  | 117339 | 8,335.00  |
|                                   |      | I-5465     | 02 -592-0531     | MEDIA PLACEME MAY 2010                  | 117339 | 10,517.20 |
|                                   |      | I-5466     | 02 -592-0559     | INTERNET MAY 2010                       | 117339 | 1,250.00  |
|                                   |      | I-5474     | 02 -592-0531     | MEDIA PLACEME NOV - SEPT                | 117339 | 7,764.84  |

PACKET: 06702 Regular Payments  
 VENDOR SET: 01  
 FUND : 02 HOTEL/MOTEL TAX FUND  
 DEPARTMENT: 592 SALES & MARKETING  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR                           | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT     |
|----------------------------------|-------------------------|----------|------------------|--|--------|------------|
| 01-011098                        | DEBORAH LEVIERE         |          |                  |  |        |            |
|                                  |                         | I-70910  | 02 -592-0538     | CONVENTION SE POLICE GAMES                   | 117385 | 16.00      |
|                                  |                         | I-70910  | 02 -592-0538     | CONVENTION SE TTTR TOURISM BREAKFAST         | 117385 | 45.35      |
| 01-016651                        | PORT ISABEL ROTARY CLUB |          |                  |  |        |            |
|                                  |                         | I-070610 | 02 -592-0551     | DUES & MEMBER ANNUAL DUES JULY 2010-JUNE2010 | 117410 | 190.00     |
| 01-020031                        | TACVB                   |          |                  |  |        |            |
|                                  |                         | I-5253   | 02 -592-0513     | TRAINING EXPE REGISTRATON ANNUAL CONFERANCE  | 117421 | 1,310.00   |
| 01-020602                        | TOUCAN GRAPHICS         |          |                  |  |        |            |
|                                  |                         | I-10627  | 02 -592-0230     | STOCK - PROMO PROMOTIONAL ITEMS              | 117424 | 1,133.20   |
| 01-022000                        | VALLEY BOTTLE WATER CO. |          |                  |  |        |            |
|                                  |                         | I-784756 | 02 -592-0101     | OFFICE SUPPLI BOTTLED WATER VISITORS CTR     | 117431 | 12.75      |
| DEPARTMENT 592 SALES & MARKETING |                         |          |                  |  | TOTAL: | 249,540.42 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME              | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT     |
|-----------|-------------------|----------------|------------------|--|--------|------------|
| -----     |                   |                |                  |  |        |            |
| 01-007093 | CELSO GONZALEZ IV |                |                  |  |        |            |
|           |                   | I-62910        | 02 -593-8015     | TEXAS POLICE BASKETBALL OFFICIAL-TX POLICE | 117374 | 352.00     |
| 01-1      | MISC. VENDORS     |                |                  |  |        |            |
|           | OSCAR GOMEZ       | I-201007152621 | 02 -593-8015     | TEXAS POLICE OSCAR GOMEZ: BB OFFICIAL      | 117440 | 330.00     |
|           | JESUS VASQUEZ     | I-201007152622 | 02 -593-8015     | TEXAS POLICE JESUS VASQUEZ:BB OFFICIAL     | 117441 | 154.00     |
|           |                   |                |                  | DEPARTMENT 593 EVENTS MARKETING            | TOTAL: | 836.00     |
| -----     |                   |                |                  |  |        |            |
|           |                   |                | FUND 02          | HOTEL/MOTEL TAX FUND                       | TOTAL: | 253,671.90 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                    | ITEM #           | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|-----------|-------------------------|------------------|------------------|--|--------|----------|
| 01-001014 | ADMIRAL LINEN & UNIFORM |                  |                  |  |        |          |
|           |                         | I-JL57550        | 06 -565-0150     | MINOR TOOLS & MOPS, AIR FRESHENERS           | 117332 | 43.00    |
|           |                         | I-JL57551        | 06 -565-0510     | RENTAL OF EQU MISC. TABLECOVERS              | 117332 | 42.10    |
|           |                         | I-JU49733        | 06 -565-0150     | MINOR TOOLS & MOPS, AIR FRESHNERS, ETC       | 117332 | 43.00    |
|           |                         | I-JU49734        | 06 -565-0510     | RENTAL OF EQU MISC. TABLECOVERS              | 117332 | 42.00    |
| 01-001142 | AT&T GLOBAL SERVICES, I |                  |                  |  |        |          |
|           |                         | I-SB605487       | 06 -565-0415     | SERVICE CONTR MAINTENANCE PER CONTRACT       | 117335 | 189.96   |
| 01-001345 | ASAP QUIKLOCKS          |                  |                  |  |        |          |
|           |                         | I-4189           | 06 -565-0150     | MINOR TOOLS & 10 DUPLICATE KEYS-CVB FRNT DOO | 117342 | 20.00    |
| 01-002052 | BEN E. KEITH, CO.       |                  |                  |  |        |          |
|           |                         | I-01671823       | 06 -565-0176     | CONCESSION SU MISC. CONCESSION/CATER SUPPLIE | 117348 | 2,335.80 |
|           |                         | I-01675916       | 06 -565-0176     | CONCESSION SU CONCESSION/CATERING SUPPLIES   | 117348 | 604.62   |
|           |                         | I-01715051       | 06 -565-0176     | CONCESSION SU MISC. CONCESSION/CATER SUPPLIE | 117348 | 555.59   |
|           |                         | I-01720571       | 06 -565-0176     | CONCESSION SU MISC. CONCESSION/CATER SUPPLI  | 117348 | 84.08    |
| 01-002805 | ALLIED WASTE SERVICES # |                  |                  |  |        |          |
|           |                         | I-0863-000380780 | 06 -565-0581     | WATER, SEWER SERV @ 7355 PADRE BLVD          | 117352 | 254.35   |
|           |                         | I-0863000378585  | 06 -565-0581     | WATER, SEWER SERV @ 7355 PADRE BLVD          | 117352 | 579.10   |
| 01-003418 | RHM CHEMICAL INC.       |                  |                  |  |        |          |
|           |                         | I-1233           | 06 -565-0415     | SERVICE CONTR WTR TREATMENT/CHEMICAL         | 117354 | 175.00   |
| 01-004283 | ECOLAB INC.             |                  |                  |  |        |          |
|           |                         | I-2683623        | 06 -565-0510     | RENTAL OF EQU MACHINE RENTER FEE             | 117362 | 137.63   |
| 01-007029 | GE CAPITAL              |                  |                  |  |        |          |
|           |                         | I-54178509       | 06 -565-0510     | RENTAL OF EQU TAXES                          | 117373 | 75.00    |
| 01-007600 | GULF COAST PAPER CO. IN |                  |                  |  |        |          |
|           |                         | I-18572          | 06 -565-0160     | LAUNDRY & JAN JANITORIAL SUPPLIES            | 117376 | 283.68   |
|           |                         | I-31653          | 06 -565-0160     | LAUNDRY & JAN JANITORIAL SUPPLIES            | 117376 | 319.29   |
| 01-008227 | HINO GAS SALES, INC.    |                  |                  |  |        |          |
|           |                         | I-402467         | 06 -565-0581     | WATER, SEWER 17 GALS. LPG FOR FORKLIFT       | 117379 | 57.80    |
| 01-011098 | DEBORAH LEVIERE         |                  |                  |  |        |          |
|           |                         | I-70910          | 06 -565-0176     | CONCESSION SU AMER. CHEER CONCESSIONS        | 117385 | 33.31    |
| 01-012071 | LAGUNA MDRE WTR DIST NO |                  |                  |  |        |          |
|           |                         | I-201007152611   | 06 -565-0581     | WATER, SEWER 7355 PADRE BLVD                 | 117386 | 2,320.76 |
| 01-016110 | PADRE ISLAND'S ACE HARD |                  |                  |  |        |          |
|           |                         | I-062603         | 06 -565-0150     | MINOR TOOLS & TURTLE WAX, BATTERIES, ETC     | 117404 | 52.42    |
|           |                         | I-062614         | 06 -565-0150     | MINOR TOOLS & VALVE REPAIR, AERATORS         | 117404 | 48.96    |
|           |                         | I-062786         | 06 -565-0150     | MINOR TOOLS & MISC. FLASHLIGHTS, ETC         | 117404 | 63.39    |
|           |                         | I-062929         | 06 -565-0150     | MINOR TOOLS & FLASHLIGHTS, BATTERIES , ETC   | 117404 | 48.94    |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                    | ITEM #    | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT |
|-----------|-------------------------|-----------|------------------|--|--------|--------|
| 01-016110 | PADRE ISLAND'S ACE HARD |           | continued        |  |        |        |
|           |                         | I-063247  | 06 -565-0150     | MINOR TOOLS & TIRE CLNR, ARMOR ALL, INSECTIC | 117404 | 62.22  |
|           |                         | I-063403  | 06 -565-0150     | MINOR TOOLS & CIRCUIT TESTER, MISC. HDW      | 117404 | 53.47  |
|           |                         | I-063440  | 06 -565-0150     | MINOR TOOLS & DRILL, RIP HAMMER, MISC. HDW   | 117404 | 77.88  |
| 01-020745 | TRANE, A DIVISION OF AM |           |                  |  |        |        |
|           |                         | I-1733482 | 06 -565-0411     | BUILDING & ST COMM. FAILURE ON TRACER SUMMIT | 117426 | 424.00 |
| 01-021102 | UNIFIRST CORP.          |           |                  |  |        |        |
|           |                         | I-1833550 | 06 -565-0130     | WEARING APPAR UNIFORMS, ETC                  | 117428 | 85.22  |
|           |                         | I-1833550 | 06 -565-0160     | LAUNDRY & JAN UNIFORMS, ETC                  | 117428 | 10.46  |
|           |                         | I-1837819 | 06 -565-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 87.53  |
|           |                         | I-1837819 | 06 -565-0160     | LAUNDRY & JAN UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 8.15   |
| 01-023100 | WHITE LUMBER & SUPPLY I |           |                  |  |        |        |
|           |                         | I-128354  | 06 -565-0150     | MINOR TOOLS & 40 SAND BAGS W/TIES            | 117435 | 19.60  |
|           |                         | I-128386  | 06 -565-0150     | MINOR TOOLS & 100 SAND BAGS                  | 117435 | 49.00  |

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 9,287.31

FUND 06 CONVENTION CENTER FUND TOTAL: 9,287.31

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 30 TRANSPORTAION GRANT

DEPARTMENT: 591 TRANSPORTATION DEPT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR                             | NAME                    | ITEM #            | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|------------------------------------|-------------------------|-------------------|------------------|--|--------|----------|
| 01-002196                          | BLANCO'S DETAILING SERV |                   |                  |  |        |          |
|                                    |                         | I-61710           | 30 -591-0420     | MOTOR VEHICLE WASH & DETAIL BUSES            | 117349 | 400.00   |
| 01-003423                          | CDW GOVERNMENT, INC.    |                   |                  |  |        |          |
|                                    |                         | I-SS5390          | 30 -591-0501     | COMMUNICATION VOIP Nortel Phones (2)         | 117355 | 672.90   |
| 01-006997                          | G & K SERVICES          |                   |                  |  |        |          |
|                                    |                         | I-1103441727      | 30 -591-0130     | WEARING APPAR UNIFORMS                       | 117372 | 96.16    |
|                                    |                         | I-1103444936      | 30 -591-0130     | WEARING APPAR UNIFORMS                       | 117372 | 103.23   |
| 01-012071                          | LAGUNA MDRE WTR DIST NO |                   |                  |  |        |          |
|                                    |                         | I-201007152619    | 30 -591-0581     | WTR/SWR/GARBA 4601 PADRE BLVD                | 117386 | 93.95    |
| 01-014030                          | NAPA AUTO PARTS         |                   |                  |  |        |          |
|                                    |                         | I-571264          | 30 -591-0150     | MINOR TOOLS & 1-SERP. BLET TOOL              | 117398 | 41.84    |
|                                    |                         | I-571347          | 30 -591-0150     | MINOR TOOLS & 1-SERT. BELT UNIT #24          | 117398 | 37.41    |
| 01-015012                          | O'REILLY AUTOMOTIVE, IN |                   |                  |  |        |          |
|                                    |                         | I-383302          | 30 -591-0420     | MOTOR VEHICLE 3 QTS. MOTOR OIL               | 117400 | 8.97     |
|                                    |                         | I-384237          | 30 -591-0420     | MOTOR VEHICLE 24 QTS MOTOR OIL               | 117400 | 95.76    |
|                                    |                         | I-387472          | 30 -591-0420     | MOTOR VEHICLE 24 QTS MOTOR OIL               | 117400 | 71.76    |
| 01-016110                          | PADRE ISLAND'S ACE HARD |                   |                  |  |        |          |
|                                    |                         | I-062757          | 30 -591-0150     | MINOR TOOLS & LATEX GLUE, PUTTY KNIFE        | 117404 | 7.98     |
|                                    |                         | I-062796          | 30 -591-0150     | MINOR TOOLS & MISC. HDW.:KEYS FOR TRAN. OFF  | 117404 | 17.70    |
| 01-020016                          | TERMINIX                |                   |                  |  |        |          |
|                                    |                         | I-296533106       | 30 -591-0411     | BUILDING & ST PEST CONTROL 4501 PADRE        | 117420 | 41.00    |
| 01-020699                          | TRACTOR SUPPLY CO.      |                   |                  |  |        |          |
|                                    |                         | I-121200012529010 | 30 -591-0420     | MOTOR VEHICLE Water Tank                     | 117425 | 199.99   |
| 01-021102                          | UNIFIRST CORP.          |                   |                  |  |        |          |
|                                    |                         | I-1829284         | 30 -591-0130     | WEARING APPAR UNIFORMS, AIR FRESHENERS, E TC | 117428 | 10.49    |
|                                    |                         | I-1831401         | 30 -591-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 10.77    |
|                                    |                         | I-1833547         | 30 -591-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 10.49    |
|                                    |                         | I-1835688         | 30 -591-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 10.49    |
|                                    |                         | I-1837816         | 30 -591-0130     | WEARING APPAR UNIFORMS, AIR FRESHNERS, ETC   | 117428 | 11.04    |
| DEPARTMENT 591 TRANSPORTATION DEPT |                         |                   |                  |  | TOTAL: | 1,941.93 |
| FUND 30 TRANSPORTAION GRANT        |                         |                   |                  |  | TOTAL: | 1,941.93 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 44 LONG RANGE PLANNING FUND

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

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                                  | NAME              | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT    |
|---|-------------------|-------------|------------------|---|--------|-----------|
| =====                                   |                   |             |                  |   |        |           |
| 01-008253                               | HILLCO PARTNERS   |             |                  |   |        |           |
|   |                   | I-16535     | 44 -572-0530     | PROFESSIONAL 75% PROF. FEES FOR JULY 2010   | 117380 | 9,362.80  |
|   |                   | I-16536     | 44 -572-0530     | PROFESSIONAL 25 % PROF . FEES FOR JULY 2010 | 117380 | 3,120.93  |
| 01-013171                               | MARLOWE & COMPANY |             |                  |   |        |           |
|   |                   | I-10-277-07 | 44 -572-0530     | PROFESSIONAL SERVICES FOR MONTH OF JUNE     | 117396 | 3,600.00  |
|   |                   |             |                  |   |        |           |
| DEPARTMENT 572 ** INVALID DEPT **       |                   |             |                  |   | TOTAL: | 16,083.73 |
| -----                                   |                   |             |                  |   |        |           |
| FUND 44 LONG RANGE PLANNING FUND TOTAL: |                   |             |                  |   |        | 16,083.73 |



PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT   |
|-----------|-------------------------|----------|------------------|---|--------|----------|
| =====     |                         |          |                  |   |        |          |
| 01-001362 | RICHARD MOORE           |          |                  |   |        |          |
|           |                         | I-1256   | 60 -560-0510     | EXCESS BEACH BEACH RAKE                     | 117345 | 750.00   |
| 01-006043 | LOS FRESNOS CONSTRUCTIO |          |                  |   |        |          |
|           |                         | I-695    | 60 -560-0510     | EXCESS BEACH RENTAL OF FRONT END LOADE      | 117365 | 1,250.00 |
| 01-006101 | FIRST CHECK APPLICANT S |          |                  |   |        |          |
|           |                         | I-11416  | 60 -560-0530     | PROFESSIONAL BEACH MAINTENANCE              | 117368 | 10.00    |
| 01-007600 | GULF COAST PAPER CO. IN |          |                  |   |        |          |
|           |                         | I-18046  | 60 -560-0510     | EXCESS BEACH DRUM LINERS                    | 117376 | 489.00   |
|           |                         | I-21742  | 60 -560-0510     | EXCESS BEACH DRUM LINERS                    | 117376 | 489.00   |
| 01-013159 | MAUSER CORP.            |          |                  |   |        |          |
|           |                         | I-062910 | 60 -560-0510     | EXCESS BEACH 55 GAL. DRUMS                  | 117395 | 1,029.83 |
| 01-016110 | PADRE ISLAND'S ACE HARD |          |                  |   |        |          |
|           |                         | I-062460 | 60 -560-0510     | EXCESS BEACH MISC. PVC SUPPLIES, WATER LINE | 117404 | 39.25    |
|           |                         | I-062549 | 60 -560-0510     | EXCESS BEACH 3- SCH 40 ELBOWS, GULF CIR.RR  | 117404 | 4.47     |
|           |                         | I-062551 | 60 -560-0510     | EXCESS BEACH SCH 40 COUPLES FOR REPAIR      | 117404 | 4.44     |
|           |                         | I-062553 | 60 -560-0510     | EXCESS BEACH SCH 40 PIPE END                | 117404 | 2.75     |
|           |                         | I-062613 | 60 -560-0510     | EXCESS BEACH PAINT, TAPE, PAINT ROLLERS     | 117404 | 115.75   |
|           |                         | I-062650 | 60 -560-0510     | EXCESS BEACH MISC. PVC SUPPLIES FOR REPAIR  | 117404 | 20.58    |
|           |                         | I-062698 | 60 -560-0510     | EXCESS BEACH 5- GALS. WHITE TRAF. MRKG PNT  | 117404 | 124.95   |
|           |                         | I-062706 | 60 -560-0510     | EXCESS BEACH 1-TAPR HANDLE                  | 117404 | 5.99     |
|           |                         | I-062727 | 60 -560-0510     | EXCESS BEACH MASKING TAPE, ROLLER TRAY      | 117404 | 6.78     |
| 01-019613 | R. STOCKTON PHOTOGRAPHY |          |                  |   |        |          |
|           |                         | I-62910  | 60 -560-0530     | PROFESSIONAL AERIAL PHOTOS                  | 117419 | 600.00   |
|           |                         | I-7410   | 60 -560-0510     | EXCESS BEACH AERIAL PHOTOS                  | 117419 | 600.00   |

DEPARTMENT 560 BEACH MAINTENANCE TOTAL: 5,542.79

FUND 60 BEACH MAINTENANCE FUND TOTAL: 5,542.79

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 61 BEACH ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME               | ITEM # | G/L ACCOUNT NAME | DESCRIPTION                 | CHECK# | AMOUNT   |
|-----------|--------------------|--------|------------------|-----------------------------|--------|----------|
| -----     |                    |        |                  |                             |        |          |
| 01-023137 | WILLIS DEVELOPMENT |        |                  |                             |        |          |
|           |                    | I-5    | 61 -543-9075     | CONSTRUCTION SURF WALKOVER  | 117436 | 6,406.51 |
|           |                    |        |                  | DEPARTMENT 543 PUBLIC WORKS | TOTAL: | 6,406.51 |
| -----     |                    |        |                  |                             |        |          |
|           |                    |        | FUND 61          | BEACH ACCESS FUND           | TOTAL: | 6,406.51 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                              | CHECK#           | AMOUNT   |
|-----------|-------------------------|----------|------------------|--|------------------|----------|
| 01-016001 | PADRE ISLAND TRADING CO |          |                  |  |                  |          |
|           |                         | I-437905 | 80 -1401         | GIFT SHOP INV EDC/SPIBNC:GIFT SHOP ITEMS | 117403           | 283.87   |
| 01-016182 | PEGGY'S TREASURES       |          |                  |  |                  |          |
|           |                         | I-71110  | 80 -1401         | GIFT SHOP INV EDC/SPIBNC:GIFT SHOP ITEMS | 117408           | 496.50   |
| 01-017102 | QUICK REFERENCE PUBLISH |          |                  |  |                  |          |
|           |                         | I-6770   | 80 -1401         | GIFT SHOP INV EDC/SPIBNC:GIFT SHOP ITEMS | 117413           | 347.50   |
| 01-019600 | STATE COMPTROLLER       |          |                  |  |                  |          |
|           |                         | I-071410 | 80 -2427         | SALES TAX SALES TAX FOR 2ND QTR 2010     | 117418           | 2,005.00 |
|           |                         | I-071410 | 80 -48042        | MISC. REVENUE SALES TAX FOR 2ND QTR 2010 | 117418           | 10.03-   |
|           |                         |          |                  | DEPARTMENT                               | NON-DEPARTMENTAL | TOTAL:   |
|           |                         |          |                  |  |                  | 3,122.84 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR             | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT   |
|--------------------|-------------------------|-------------|------------------|--|--------|----------|
| 01-001335          | AnswerONE, L.L.C.       |             |                  |  |        |          |
|                    |                         | I-90108     | 80 -580-0501     | COMMUNICATION EDC:VOICEMAIL 7/04-31/10     | 117338 | 23.95    |
| 01-001345          | ASAP QUIKLOCKS          |             |                  |  |        |          |
|                    |                         | I-4198      | 80 -580-0530     | PROFESSIONAL EDC:CHANGE LOCKS @BIRDING CTR | 117342 | 200.00   |
| 01-003805          | PAUL CUNNINGHAM         |             |                  |  |        |          |
|                    |                         | I-2000158   | 80 -580-0530     | PROFESSIONAL GENERAL LEGAL SERV. JUNE 2010 | 117360 | 980.00   |
| 01-009662          | JONES & COOK STATIONERS |             |                  |  |        |          |
|                    |                         | I-3101892-0 | 80 -580-0101     | OFFICE SUPPLI EDC:MISC. OFFICE SUPPLIES    | 117383 | 38.85    |
| 01-012097          | DARLA LAPEYRE           |             |                  |  |        |          |
|                    |                         | I-71310     | 80 -580-0102     | LOCAL METTING EDC:MISC. REIMBURSEMENT      | 117392 | 14.82    |
| DEPARTMENT 580 EDC |                         |             |                  |  | TOTAL: | 1,257.62 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION   | CHECK#                            | AMOUNT   |          |
|-----------|-------------------------|-----------------|------------------|---|-----------------------------------|----------|----------|
| 01-001349 | ARGUS SECURITY SYSTEMS  |                 |                  |   |                                   |          |          |
|           |                         | I-17593759      | 80 -581-0415     | SERVICE CONTR EDC/SPIBNC:ALARM MONITORING             | 117343                            | 75.81    |          |
| 01-002805 | ALLIED WASTE SERVICES # |                 |                  |   |                                   |          |          |
|           |                         | I-0863000378131 | 80 -581-0581     | WATER, SEWER, EDC/SPIBNC:6801 PADRE                   | 117352                            | 73.99    |          |
| 01-004207 | DIGITAL OFFICE SYSTEMS  |                 |                  |   |                                   |          |          |
|           |                         | I-107504        | 80 -581-0415     | SERVICE CONTR EDC/SPIBNC:COPIER MAINT                 | 117361                            | 199.20   |          |
| 01-005511 | EXTREME PEST CONTROL    |                 |                  |   |                                   |          |          |
|           |                         | I-0709102       | 80 -581-0415     | SERVICE CONTR EDC/SPIBNC:MONTHLY PEST CONTRO          | 117364                            | 78.00    |          |
| 01-006162 | FLORES LANDSCAPING & GR |                 |                  |   |                                   |          |          |
|           |                         | I-250           | 80 -581-0415     | SERVICE CONTR EDC/SPIBNC:LAWN MAINT JULY              | 117370                            | 1,412.50 |          |
| 01-008130 | WENDY HAUSCHILDT        |                 |                  |   |                                   |          |          |
|           |                         | I-7210          | 80 -581-0540     | ADVERTISING EDC/SPIBNC:MONTHLY WEB MAINT              | 117377                            | 300.00   |          |
| 01-009646 | JABEBO                  |                 |                  |   |                                   |          |          |
|           |                         | I-1008          | 80 -581-0103     | GIFT SHOP PUR EDC/SPIBNC:GIFT SHOP ITEMS              | 117382                            | 455.95   |          |
| 01-012071 | LAGUNA MDRE WTR DIST NO |                 |                  |   |                                   |          |          |
|           |                         | I-201007152623  | 80 -581-0581     | WATER, SEWER, EDC/SPIBNC:6801 PADRE IRRG.             | 117386                            | 764.54   |          |
|           |                         | I-201007152624  | 80 -581-0581     | WATER, SEWER, EDC/SPIBNC:6801 PADRE BLVD              | 117386                            | 171.97   |          |
|           |                         | I-201007152625  | 80 -581-0581     | WATER, SEWER, EDCS <b>PI</b> BNC: 6801 PADRE BLVD F/L | 117386                            | 50.25    |          |
| 01-012097 | DARLA LAPEYRE           |                 |                  |   |                                   |          |          |
|           |                         | I-71310         | 80 -581-0101     | OFFICE SUPPLI EDC:MISC. REIMBURSEMENT                 | 117392                            | 48.70    |          |
| 01-019239 | SOUTH PADRE OFFICE CENT |                 |                  |   |                                   |          |          |
|           |                         | I-100458        | 80 -581-0101     | OFFICE SUPPLI EDC/SPIBNC: CASH REG. TAPE              | 117416                            | 21.99    |          |
| 01-020602 | TOUCAN GRAPHICS         |                 |                  |   |                                   |          |          |
|           |                         | I-10592         | 80 -581-0530     | PROFESSIONAL EDCS <b>PI</b> BNC:STATEMENT STUFFERS    | 117424                            | 678.00   |          |
| 01-022153 | VALLEY SANITARY SUPPLY, |                 |                  |   |                                   |          |          |
|           |                         | I-4858          | 80 -581-0590     | JANITORIAL EDC/SPIBNC:JANITORIAL SUPPLIES             | 117432                            | 50.79    |          |
| 01-023083 | WELLS FARGO FINANCIAL L |                 |                  |   |                                   |          |          |
|           |                         | I-6745630662    | 80 -581-0415     | SERVICE CONTR EDC/SPIBNC:COPIER LEASE                 | 117434                            | 154.37   |          |
|           |                         |                 |                  |   | DEPARTMENT 581 BIRDING CENTER     | TOTAL:   | 4,536.06 |
|           |                         |                 |                  |   | FUND 80 ECONOMIC DEVELOPMENT CORP | TOTAL:   | 8,916.52 |

PACKET: 06702 Regular Payments

VENDOR SET: 01

FUND : 85 BIRDING CENTER CONSTRUCTI

DEPARTMENT: 580 \*\* INVALID DEPT \*\*

BANK: OPER

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR    | NAME              | ITEM #       | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT |
|-----------|-------------------|--------------|------------------|---|--------|--------|
| -----     |                   |              |                  |   |        |        |
| 01-018268 | ROVAN CONTRACTORS |              |                  |   |        |        |
|           |                   | I-06282010BC | 85 -580-1001     | BUILDINGS & S EDC/SPIBNC:WATER PUMP=-POND | 117414 | 753.11 |
|           |                   |              |                  | DEPARTMENT 580 ** INVALID DEPT **         | TOTAL: | 753.11 |
|           |                   |              |                  | FUND 85 BIRDING CENTER CONSTRUCTI         | TOTAL: | 753.11 |
| -----     |                   |              |                  |   |        |        |

PACKET: 06702 Regular Payments  
 VENDOR SET: 01  
 FUND : 99 HURRICANE RECOVERY  
 DEPARTMENT: 599 HURRICANE RECOVERY  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

| VENDOR    | NAME                    | ITEM #     | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK#                            | AMOUNT              |            |
|-----------|-------------------------|------------|------------------|---|-----------------------------------|---------------------|------------|
| =====     |                         |            |                  |   |                                   |                     |            |
| 01-004307 | EMBASSY SUITES          |            |                  |   |                                   |                     |            |
|           |                         | I-80792851 | 99 -599-0550     | TRAVEL EXPENS HURRICANE ALEX RESERVATIONS | 117363                            | 1,542.94            |            |
| 01-014030 | NAPA AUTO PARTS         |            |                  |   |                                   |                     |            |
|           |                         | I-571339   | 99 -599-0410     | MACHINERY & E 3-OIL FOR GENERATOR         | 117398                            | 43.23               |            |
|           |                         | I-571340   | 99 -599-0410     | MACHINERY & E 3-GAL. OIL FOR GENERATOR    | 117398                            | 43.23               |            |
| 01-015012 | O'REILLY AUTOMOTIVE, IN |            |                  |   |                                   |                     |            |
|           |                         | I-386791   | 99 -599-0410     | MACHINERY & E JUMPSTART BOOSTER- SHOPUSE  | 117400                            | 59.99               |            |
|           |                         | I-386885   | 99 -599-0410     | MACHINERY & E JUMPSTART CABLES -          | 117400                            | 59.99               |            |
| 01-019100 | SEA GARDEN SALES        |            |                  |   |                                   |                     |            |
|           |                         | I-1343203  | 99 -599-0117     | SAFETY SUPPLI 24 PR. SAFETY GLASSES       | 117415                            | 20.64               |            |
|           |                         |            |                  |   | DEPARTMENT 599 HURRICANE RECOVERY | TOTAL:              | 1,770.02   |
| -----     |                         |            |                  |   |                                   |                     |            |
|           |                         |            |                  |   | FUND 99 HURRICANE RECOVERY        | TOTAL:              | 1,770.02   |
|           |                         |            |                  |   |                                   | REPORT GRAND TOTAL: | 351,586.27 |

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

**MEETING DATE:** July 21, 2010

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

**ITEM**

Approve Second and Final reading of Ordinance No. 10-25 approving amendments to the Planned Development District Standards, Specifications and Zoning for The Shores subdivision of South Padre Island.

**ITEM BACKGROUND**

**RECOMMENDATIONS/COMMENTS**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

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## ORDINANCE NO. 10-25

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

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

WHEREAS, the Planning and Zoning Commission reviewed the proposed amendments on June 17, 2010 and recommended approval of the amendments to the Shores Planned Development District Standards and Specifications and Zoning; and,

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

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

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

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

**Section 3.** If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision

of this Ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

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

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

**PASSED, APPROVED AND ADOPTED** on First Reading, this \_\_\_\_ day of \_\_\_\_\_,  
2010

**PASSED, APPROVED AND ADOPTED** on Second Reading, this \_\_\_\_ day of \_\_\_\_\_,  
2010

APPROVED:

\_\_\_\_\_  
Robert J. Pinkerton, Mayor

ATTEST:

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

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Joni Clarke, City Manager

**ITEM**

Discussion and action on the goals, objectives, projects and guidance of the draft Fiscal Year 2010/11 budget.

**ITEM BACKGROUND**

**RECOMMENDATIONS/COMMENTS**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Scott Fry, Public Works Director

**ITEM**

Discussion and action to direct City staff to develop plans and specifications for maintenance dredging (after Hurricane Dolly) of the Tompkins Channel and to utilize funds from the Construction line item of the Bay Access Fund (62) for that purpose.

**ITEM BACKGROUND**

The Bay Area Task Force has received many complaints from boat captains about silted in areas of the Tompkins Channel. Those captains have stated that the condition of the channel is not only damaging their boats, but it also affecting their businesses. The Bay Area Task Force has requested that the City Council consider this item so that the City can take action to begin the maintenance dredging of this Channel. The Texas Department of Emergency Management (TxDEM) has recommended to FEMA approval of \$99,312.30 in funding for the Tompkins Channel Dredge Project due to damage by Hurricane Dolly and the City is waiting for approval from FEMA.

**RECOMMENDATIONS/COMMENTS**

N/A

**BUDGET/FINANCIAL SUMMARY**

There is currently \$121,342 in the Bay Access Fund (Fund 62) with an available balance of \$36,750 in 543-0412 landscaping line item and an available balance of \$84,592 in 543-0510 construction line item. The Bay Area Task Force would like to utilize \$20,000.00 for repairs to the boat ramp at Palm St. and then the remaining \$100,000.00 would be available for this maintenance dredging project.

**COMPREHENSIVE PLAN GOAL**

5.K Protect Public Access to the Laguna Madre

**COUNCIL ACTION**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Scott Fry, Public Works Director

**ITEM**

Discussion and action to direct City staff to develop plans, receive quotes, and execute a contract for repairs to the Palm Street Boat Ramp.

**ITEM BACKGROUND**

The Bay Area Task Force is planning repair work to the Palm Street Boat ramp. Proposed work will include reconstruction of the concrete deck and replacement of the side walls of the existing boat ramp. Because this public improvement is anticipated to be greater than \$8,000, engineering plans and specifications will be required.

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval of this item.

**BUDGET/FINANCIAL SUMMARY**

There is currently \$121,342 in the Bay Access Fund (Fund 62) with an available balance of \$36,750 in 543-0412 landscaping line item and an available balance of \$84,592 in 543-0510 construction line item. The Bay Area Task Force would like to utilize \$20,000.00 for repairs to the boat ramp at Palm St. and then the remaining \$100,000.00 would be available for this maintenance dredging project.

**COMPREHENSIVE PLAN GOAL**

5.K Protect Public Access to the Laguna Madre

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_ **Abstentions:** \_\_\_\_\_

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** City Council

**ITEM**

Discussion and action to accept appointments to the newly created Citizens Financial Advisory Committee for the new Fire Station to advise the Council on alternatives and preferred financial actions for the Fire Station Complex and present to Council within 30 days.

**ITEM BACKGROUND**

At the July 7, 2010 Regular City Council meeting, Council Members approved the creation of a Citizens Advisory Committee for a new Fire Station with each Council Member appointing a representative to serve on the Committee. Those appointments are:

Patrick McNulty  
Connie Mitchell  
Gary Olle

Charles Rogan  
Doyle Wells

**RECOMMENDATIONS/COMMENTS**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Burney Baskett/ Fire Chief

**ITEM**

Discussion and action on submitted proposals to provide a cost estimation for the construction of a Fire Station in accordance to specifications provided by the City's selected Architectural firm (BRW).

**ITEM BACKGROUND**

The City of South Padre Island had requested proposals for cost estimation services and only one proposal was received, which was from SpawGlass.

**RECOMMENDATIONS/COMMENTS**

Direction from Council

**BUDGET/FINANCIAL SUMMARY**

Proposed Cost of services: \$5,000-- Funds will be allocated from existing FD budget

**COMPREHENSIVE PLAN GOAL**

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

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

**COUNCIL ACTION**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_





BUILDING SINCE 1953

July 16, 2010

Ms. Joni Clarke  
City Manager  
City of South Padre Island  
4601 Padre Boulevard  
South Padre Island, TX 78597

Re: New Central Fire Station  
South Padre Island, Texas

Dear Ms. Clarke:

SpawGlass proposes to provide Cost Estimating Services to the Town of South Padre Island for the review of the New Central Fire Station. Our proposed services include:

- Review of current Design Documents
- Establishment of a conceptual estimate based on available information
- Involvement of specialty trade contractors in all phases
- Evaluation of material for coastal environment
- TDI / Windstorm requirements
- Evaluation of foundation and structural systems
- Development of a milestone construction schedule
- Formal constructability report to provide input regarding the cost effectiveness of design, efficiency of materials and construction processes.
- All items specified on RFP for the New Central Fire Station.

We propose the above services for a Preconstruction Fee of \$5,000.00

We look forward to working with you and the Town of South Padre Island. If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rene Capistran".

Rene Capistran  
President, South Texas Region

**SpawGlass Contractors, Inc.**

4909 East Grimes, Suite 116

Harlingen, TX 78550

956-412-9880

Fax 956-412-3581

[www.spawglass.com](http://www.spawglass.com)

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## Cost Estimation Services - Central Fire Station

South Padre Island, Texas



SpawGlass Contractors, Inc.  
4909 E. Grimes #116  
Harlingen, Texas 78550  
Mr. Rene Capistran  
President, South Texas Region  
956-412-9880  
Fax 956-412-3581

July 16, 2010

Town of South Padre Island  
4601 Padre Blvd.  
South Padre Island, Texas 78597

[www.spawglass.com](http://www.spawglass.com)



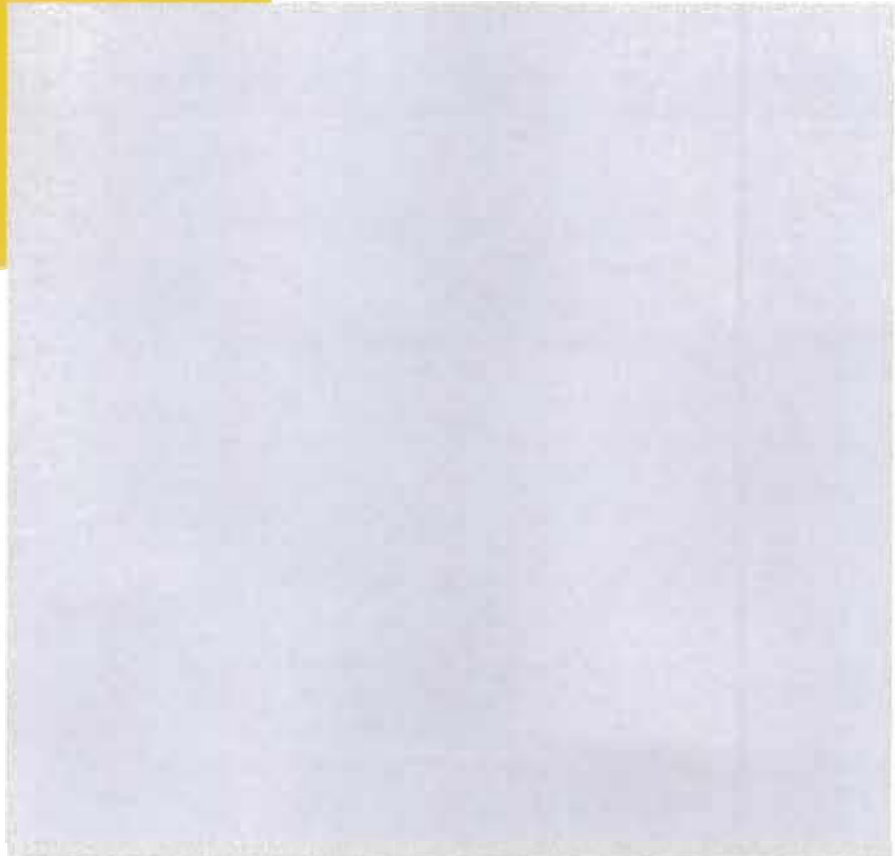
# contents

**1** Overview

**2** Company Background  
and Qualifications

**3** Project Experience

**4** Customer Support



# section

## Overview/Letter of Interest

Town of South Padre Island  
4601 Padre Blvd.  
South Padre Island, Texas 78597

SpawGlass is pleased to offer our firm's cost estimating services for the new Central Fire Station for the Town of South Padre Island. Since 1953 SpawGlass has been known for constructing diverse, complex projects across Texas. While our experience in the Rio Grande Valley includes projects for several local municipalities including McAllen, Brownsville and Harlingen, we are especially proud that the City of South Padre Island was our first municipal client in South Texas when we teamed up to build the South Padre Island Convention Center in 1992.

As a full-service contractor with over 57 years of experience, we have the expertise, professional resources and support staff necessary to produce quality results in a timely manner. With our specific experience on recent projects including Las Villas Condominiums, Peninsula Island Resort and Los Corales in South Padre Island and the new UT Laboratory Expansion for the Marine Science Institute in Port Aransas, we understand the complexities inherent in building facilities in coastal areas. In addition, SpawGlass possesses current, relevant experience on similar projects with the completion of a new Fire Station and Emergency Operations Center for the City of Baytown in 2009 and the construction of a new Fire Station facility for the City of Cedar Park scheduled to be complete in 2010.

Please feel free to contact me if you have any questions on our firm's qualifications for the Central Fire Station. I can be reached at my office in Harlingen at 956-412-9880, by cell phone at 956-535-2370 or by e-mail at [rene.capistran@spawglass.com](mailto:rene.capistran@spawglass.com).

Sincerely,



Rene Capistran  
President, South Texas Region

## section



### Background and Qualifications

#### Years in business under present name

SpawGlass was founded in 1953 by Louis Spaw and Frank Glass. We have been doing business under our present name, SpawGlass Contractors, Inc. for over seventeen years.

#### Describe firm qualifications, experience and project understanding.

SpawGlass provides proven leadership to assist officials from the Town of South Padre Island in the development of an accurate budget for the new Central Fire Station project and an understanding of the costs inherent in the construction of the facility. With over 57 years in the construction industry and a long history of projects in South Padre Island, SpawGlass is uniquely qualified to provide the cost estimating services for this project. Our qualifications include:

- proven record of success building projects in South Padre Island
- current experience providing cost estimating and construction services to construct similar fire station facilities
- resources that include over 120 local SpawGlass team members here in the Rio Grande Valley and over 350 experienced team members across the state of Texas
- experienced management team and staff available to provide a full range of preconstruction services including accurate preliminary budgeting, progressive estimates, constructability reviews, cost alternatives, cost control and decision tracking systems

We will work closely with officials of the Town of South Padre Island and the SPI Fire Department to ensure the best value for the new Central Fire Station.

# section

# 3

## Ongoing and Completed Projects

## Similar Project Experience



### **Cedar Park Fire Station #1**

Cedar Park, Texas

This 9,100-square-foot, single-story fire station was designed to house a 24-person fire crew (three shifts of eight). The building will include a full kitchen, two garage bays and a community room for local organizations. Currently under construction by SpawGlas, the project is scheduled to be complete in September 2010.

### **Bayer Baytown Plant Fire Station and Emergency Operations Center**

Baytown, Texas

Located in Baytown, Texas, this 19,200-square-foot, two-story facility serves as plant-wide fire station and command center. The facility also serves as a shelter-in-place emergency operations center and a place of last resort during hurricanes.



### **Valero McKee Refinery New Firehouse/Guardhouse**

Sunray, Texas

SpawGlass constructed this 18,000-square-foot firehouse with an 8,000-square-foot truck bay with three individual truck lanes and 16-foot overhead doors on both ends for Valero Energy in Sunray, Texas. The building includes a command center for first responders (doubles as a training room), front office area, restrooms with showers, mezzanine storage area, chemical storage area and nurse's station. The 1,200-square-foot structural steel guardhouse includes an area for badge personnel, counterspace for guards, locker area, restrooms and a waiting area for visitors



## Local Project Experience

### **South Padre Island Convention Center** South Padre Island, Texas

The scope of the South Padre Island Convention Center consists of construction of an 80,000-square-foot facility with meeting and exhibit space, an audiovisual conference theater, administrative offices and catering facilities.



### **Peninsula Island Resort and Spa** South Padre Island, Texas

Located on the beach in South Padre Island, this project included three six-story condominium buildings and a single-story, 4,000-square-foot gazebo restaurant. The resort features 42 luxury one, two and three bedroom units.



### **Las Villas Condominium** South Padre Island, Texas

This 93,000-square-foot, 10-story complex features 40 units, spa and pool facilities and a courtyard. The scope of work included verandas and gardenscapes, a children's playground and recreational facility, private cinema and conference rooms, an indoor and outdoor spa and a mezzanine gymnasium.



## SpawGlass Current Projects

| Project Name   | Owner  | Architect                            | Contract Amount | Percent Complete | Scheduled Completion Date |
|--|--|--------------------------------------|-----------------|------------------|---------------------------|
| San Jacinto College Central Campus Science Building and Allied Health Addition Pasadena, TX        | San Jacinto College District   | Bay Architects/Morris Architects     | \$ 35,600,000   | Precon           | Jun-12                    |
| Chambers County Tourist & Visitor Center Anahuac, TX   | TxDot  | TxDot                                | \$ 13,771,771   | 5%               | Jul-11                    |
| Brownsville Community Health Center Brownsville, TX  | Brownsville Community Health Center  | Burns & McDonnell                    | \$ 9,987,993    | Precon           | May-11                    |
| Primary CMAR Contract for The Methodist Hospital Houston, TX                                       | The Methodist Hospital   | PBK Architects, Inc.                 | \$ 25,000,000   | 15%              | Apr-11                    |
| Science and Technology Learning Center Brownsville, TX   | The University of Texas at Brownsville and Texas Southmost College Partnership | SHW Group, Inc.                      | \$ 24,294,412   | 43%              | Mar-11                    |
| UT Marine Science Institute Reserve Headquarters and Lab Expansion Port Aransas, TX                | The University of Texas System OFPC  | Richter Architects                   | \$ 15,814,861   | 20%              | Mar-11                    |
| The University of Texas at Austin Student Activity Center/Liberal Arts Building Phase I Austin, TX | The University of Texas System OFPC  | Overland Partners                    | \$ 48,821,574   | 65%              | Mar-11                    |
| Palo Alto College Buildings E & F Renovations San Antonio, TX                                      | Alamo Colleges   | Rehler Vaughn & Koone, Inc.          | \$ 9,873,760    | 12%              | Jan-11                    |
| GVEC Operations Center Seguin, TX  | Guadalupe Valley Electric Cooperative  | TSG Architects                       | \$ 15,156,000   | 6%               | Jan-11                    |
| Anderson High School Additions and Renovations Austin, TX  | Austin ISD   | Graeber, Simmons & Cowan Inc.        | \$ 9,915,015    | 53%              | Jan-11                    |
| Multimodal & Intermodal Terminal Brownsville, TX   | Brownsville Urban System   | Jacobs Global Buildings              | \$ 2,294,150    | 45%              | Jan-11                    |
| City of Kyle Public Works Facility Kyle, TX  | City of Kyle   | Marmon Mok                           | \$ 2,494,801    | 79%              | Dec-10                    |
| Armed Forces Reserve Center Phase 2 Houston, TX  | U.S. Army Corps of Engineers   | Gensler                              | \$ 47,474,458   | 36%              | Nov-10                    |
| Harlandale ISD Campus Wide Upgrades San Antonio, TX  | Harlandale ISD   | Multiple Architects                  | \$ 45,180,000   | 50%              | Oct-10                    |
| Cedar Park Fire Station #1 Cedar Park, TX  | City of Cedar Park   | PBS&J                                | \$ 1,819,577    | 16%              | Oct-10                    |
| Edinburg CISD Performing Arts Facilities Edinburg, TX  | Edinburg CISD  | ERO Architects                       | \$ 2,040,723    | 45%              | Sep-10                    |
| 2008-2009 Deferred Maintenance Program Austin, TX  | Texas Facilities Commission  | N/A                                  | \$ 18,696,378   | 35%              | Sep-10                    |
| Harlingen Country Club New Clubhouse Harlingen, TX   | Harlingen Country Club   | Jefferson Group Architectural Design | \$ 3,159,092    | 13%              | Sep-10                    |
| Tarleton State New Student Housing Stephenville, TX  | Texas A&M University System  | BOKA Powell, LLC                     | \$ 11,349,500   | 38%              | Aug-10                    |
| City of Vidor City Hall Vidor, TX  | City of Vidor  | Randall Scott Architects, Inc.       | \$ 4,802,065    | 38%              | Aug-10                    |
| Austin Energy District Cooling Plant 2 Phase III Austin, TX  | Austin Energy  | N/A                                  | \$ 786,756      | 75%              | Aug-10                    |

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| Project Name   | Owner   | Architect                     | Contract Amount | Percent Complete | Scheduled Completion Date |
|--|---|-------------------------------|-----------------|------------------|---------------------------|
| Austin Community College Round Rock Campus Phase 1<br>Austin, TX   | Austin Community College District                         | Graeber, Simmons & Cowan Inc. | \$ 76,133,336   | 81%              | Jul-10                    |
| Texas State University North Campus Enhancements<br>Matthews Parking Garage<br>San Marcos, TX                    | Texas State University OFPDC                              | Carl Walker, Inc.             | \$ 17,571,122   | 83%              | Jul-10                    |
| H-E-B Replacement Store Austin #12, Fuel Station & Burger King<br>Austin, TX                                     | H-E-B Construction  | Selser Schaefer Architects    | \$ 7,862,179    | 88%              | Jul-10                    |
| Texas A&M International University Student Success Center / Loop Road & Chill Water Loop Extension<br>Laredo, TX | Texas A&M University System                               | PBS&J                         | \$ 5,310,837    | 77%              | Jul-10                    |
| Green Ridge at Buckner Villas Continuing Care Retirement Community<br>Austin, TX                                 | Buckner Retirement Services Inc.                          | D2 Architecture, LLC          | \$ 29,427,899   | 66%              | Jul-10                    |
| Starr County Upper Level Center<br>Rio Grande City, TX   | The University of Texas System                            | SHW Group Inc.                | \$ 5,207,738    | 56%              | Jul-10                    |
| Esperson Building Streetscape Improvements<br>Houston, TX  | Esperson Buildings, LLC                                   | Clark Condon Associates, Inc. | \$ 561,011      | 39%              | Jun-10                    |
| Sam Houston State University Performing Arts Center<br>Huntsville, TX  | Texas State University OFPDC/Sam Houston State University | WHR Architects, Inc.          | \$ 32,510,126   | 76%              | Jun-10                    |
| Palo Alto College New Entry Plaza and Renovation of Buildings A & B<br>San Antonio, TX                           | Alamo Colleges  | Lopez Salas Architects, Inc.  | \$ 6,978,707    | 82%              | May-10                    |
| Metropolitan Methodist Hospital Renovations<br>San Antonio, TX   | Metropolitan Methodist Hospital                           | MDN Architects                | \$ 286,281      | 38%              | Apr-10                    |
| IAH Terminal C Interior and Exterior Renovations at Bush Intercontinental Airport<br>Houston, TX                 | Continental Airlines;<br>City of Houston                  | Parsons                       | \$ 59,855,351   | 86%              | Apr-10                    |

## SpawGlass Completed Projects

| Project Name  | Owner  | Architect                                | Contract Amount | Completion Date |
|---|--|--|-----------------|-----------------|
| Ft. Sam Houston Dining Facility<br>San Antonio, TX  | U.S. Army Corps of Engineers   | Jacobs Carter Burgess                    | \$30,385,994    | Mar-10          |
| Texas A&M University-Kingsville<br>Recreation Sports Center<br>Kingsville, TX                     | Texas A&M University<br>System Facilities Planning<br>& Construction | Marmon Mok                               | \$9,600,000     | Mar-10          |
| ACS Call Center,<br>San Antonio, TX   | Port San Antonio   | Rehler Vaughn &<br>Koone, Inc.           | \$7,099,085     | Feb-10          |
| American Heart Association<br>Austin, TX  | American Heart Association   | Jones Commercial<br>Interiors            | \$873,000       | Jan-10          |
| Midwest Police Station<br>Houston, TX   | City of Houston  | Perkins + Will                           | \$5,828,055     | Dec-09          |
| University Village, Texas A&M<br>University-Kingsville<br>Kingsville, TX                          | Texas A&M University<br>System                                       | BOKA Powell, LLC                         | \$29,341,980    | Nov-09          |
| Kingwood Branch Library<br>Houston, TX  | City of Houston General<br>Services Department                       | Kirksey                                  | \$5,950,000     | Nov-09          |
| H-E-B Hangar<br>San Antonio, TX   | H-E-B Construction   | Rehler Vaughn &<br>Koone, Inc.           | \$6,241,489     | Nov-09          |
| Carl Barton Park, Phase IV and V<br>Conroe, TX  | City of Conroe   | Bleyl & Associates                       | \$4,973,264     | Nov-09          |
| Memorial Park Pedestrian Bridge<br>Houston, TX  | City of Houston General<br>Services Department                       | Clark Condon<br>Associates, Inc.         | \$2,298,000     | Nov-09          |
| Midtown Pedestrian/Transit Master Plan<br>Houston, TX   | Midtown Management<br>District                                       | Clark Condon<br>Associates, Inc.         | \$833,790       | Oct-09          |
| Chemistry Building '72 Wing 4th Floor<br>Renovations, Texas A&M University<br>College Station, TX | Texas A&M University<br>System                                       | PGAL                                     | \$7,914,222     | Oct-09          |
| The Solana at Cinco Ranch<br>Retirement Community<br>Katy, TX                                     | Formation Development<br>Group, LLC                                  | Three Architecture                       | \$23,463,000    | Oct-09          |
| Valero West Plant Control Room<br>Norco, LA   | Valero Energy Corporation<br>St. Charles Refinery                    | Rehler Vaughn &<br>Koone, Inc.           | \$10,727,891    | Sep-09          |
| Bayer Baytown Plant Fire Station and<br>Emergency Operations Center<br>Baytown, TX                | Bayer Corporate &<br>Business Services, LLC                          | English + Associates<br>Architects, Inc. | \$5,872,905     | Sep-09          |

| Project Name  | Owner                                    | Architect                              | Contract Amount | Completion Date |
|---|--|--|-----------------|-----------------|
| Palo Alto College Convocation Center<br>San Antonio, TX   | Alamo Colleges                           | Rehler Vaughn &<br>Koone, Inc.         | \$16,576,181    | Aug-09          |
| Rio Grande Campus New Parking Garage,<br>Austin Community College<br>Austin, TX                 | Austin Community College                 | Barnes Gromatzky<br>Kosarek Architects | \$11,964,043    | Aug-09          |
| Palo Alto College Palomino Center and<br>Social Sciences Building Renovation<br>San Antonio, TX | Alamo Colleges                           | Rehler Vaughn &<br>Koone, Inc.         | \$5,300,000     | Jul-09          |
| Pedernales Electric Cooperative SCADA<br>Building System Upgrade<br>Johnson City, TX            | Pedernales Electric<br>Cooperative, Inc. | Wagner & Klein<br>Architects           | \$708,000       | Jul-09          |
| Palo Alto College Science and<br>Workforce Building<br>San Antonio, TX                          | Alamo Colleges                           | WestEast Design<br>Group               | \$13,968,279    | Jul-09          |
| HEB Store, Buffalo Speedway<br>Houston, TX  | HEB Construction                         | Selser Schaefer<br>Architects          | \$11,032,761    | Jul-09          |
| Covenant Presbyterian Church<br>Austin, TX  | Covenant Presbyterian<br>Church          | Jackson Galloway<br>Architecture, PLLC | \$11,383,590    | Jun-09          |
| Hurricane Repairs, Lamar State College<br>Orange, TX  | Lamar State College                      | Leo A. Daly                            | \$4,132,946     | Jun-09          |
| McKenna Continuing Healthcare Facility<br>New Braunfels, TX                                     | McKenna Systems                          | Graeber, Simmons &<br>Cowan, Inc.      | \$24,702,671    | May-09          |
| Domain Office Building and<br>Parking Garage, Phase 1<br>Austin, TX                             | Endeavor Real Estate<br>Group            | Nelsen Partners                        | \$21,754,177    | May-09          |
| San Antonio Street Parking Garage<br>Additional Levels, The University of Texas<br>Austin, TX   | The University of<br>Texas System        | O'Connell Robertson                    | \$6,975,260     | Apr-09          |
| Westin La Cantera Room Renovations<br>San Antonio, TX   | USAA Real Estate Company                 | Morrison Seifert<br>Murphy             | \$2,501,006     | Apr-09          |
| Sugar Land Regional Airport T-Hangars<br>Sugar Land, TX   | City of Sugar Land Public<br>Works       | KSA Engineers                          | \$4,204,485     | Apr-09          |
| NuStar Energy<br>Interior Tenant Finishout Phase II<br>San Antonio, TX                          | NuStar Energy, LP                        | Rehler Vaughn &<br>Koone, Inc.         | \$1,904,871     | Apr-09          |
| The Methodist Hospital Clean Room and<br>Investigational Drugs Renovation<br>Houston, TX        | The Methodist Hospital                   | Harrell Architects, L.P.               | \$811,592       | Apr-09          |

| Project Name  | Owner  | Architect                        | Contract Amount | Completion Date |
|---|--|----------------------------------|-----------------|-----------------|
| Smithville Laboratory Building IV, UT M.D. Anderson Cancer Center Smithville, TX                | The University of Texas M. D. Anderson Cancer Center           | PhiloWilke Partnership           | \$12,062,276    | Mar-09          |
| Virginia Cockrell Research Laboratory IV Smithville, TX   | The University of Texas M. D. Anderson Cancer Center           | PhiloWilke Partnership           | \$12,062,276    | Mar-09          |
| Citation Oil & Gas Corporate Headquarters and Parking Garage Houston, TX                        | Citation Oil & Gas Corp.                                       | Ambrose and House, Architects    | \$18,008,960    | Mar-09          |
| University of Texas Library and Artifact High-Density Repository Austin, TX                     | The University of Texas System                                 | SHW Group, Inc.                  | \$5,352,720     | Mar-09          |
| Valero Data Center at Westover Hills San Antonio, TX  | Valero Energy Corporation                                      | Rehler Vaughn & Koone, Inc.      | \$38,185,714    | Mar-09          |
| Valero Headquarters Interior Remodel San Antonio, TX  | Valero Energy Corporation                                      | Rehler Vaughn & Koone, Inc.      | \$5,721,000     | Mar-09          |
| Library and Artifact High-Density Repository, UT Austin J.J. Pickle Research Campus Austin, TX  | University of Texas System OFPC                                | SHW Group, Inc.                  | \$5,352,720     | Mar-09          |
| Six Flags Fiesta Texas 2009 Additions and Wiggles World San Antonio, TX                         | Six Flags Fiesta Texas   | Glynn Geotechnical Engineering   | \$1,984,750     | Feb-09          |
| Bowers Stadium Elevator Tower, Sam Houston State University Huntsville, TX                      | Sam Houston State University                                   | WHR Architects                   | \$1,499,543     | Feb-09          |
| Tesoro Hangar San Antonio, TX   | Tesoro Corporation   | Rehler Vaughn & Koone, Inc.      | \$8,612,969     | Jan-09          |
| Texas A&M University Cox-McFerrin Center for Aggie Basketball College Station, TX               | Texas A&M University System                                    | VLK Architects                   | \$18,420,000    | Jan-09          |
| Design/Build Telecommunications Switch/Admin Facility, Lackland AFB San Antonio, TX             | U.S. Army Corps of Engineers                                   | O'Neill Conrad Oppelt Architects | \$14,061,994    | Dec-08          |
| Valero Security Fence Port Arthur, TX   | Valero Energy Corporation Port Arthur Refinery                 | N/A                              | \$1,524,786     | Dec-08          |
| Brownsville Sports Park Brownsville, TX   | Brownsville Community Improvement Corporation                  | HNTB Corporation                 | \$24,431,154    | Dec-08          |
| International Technology Education and Commerce Campus, Texas Southmost College Brownsville, TX | The University of Texas at Brownsville/Texas Southmost College | Kell Munoz                       | \$10,074,254    | Dec-08          |

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| Project Name  | Owner  | Architect                          | Contract Amount | Completion Date |
|---|--|------------------------------------|-----------------|-----------------|
| Texas A&M University<br>McFerrin Athletic Center<br>College Station, TX   | Texas A&M University<br>System                           | O'Connell Robertson                | \$31,668,072    | Dec-08          |
| Valero Family Center<br>San Antonio, TX   | Valero Energy Corporation                                | Rehler Vaughn &<br>Koone, Inc.     | \$9,213,661     | Dec-08          |
| McFerrin Athletic Center<br>Texas A&M University<br>College Station, TX   | Texas A&M University<br>System                           | O'Connell Robertson                | \$31,645,000    | Dec-08          |
| Union Pacific Intermodal Facility<br>Von Ormy, TX   | Union Pacific Railroad                                   | TranSystems                        | \$75,071,146    | Dec-08          |
| Valero Administration Building and<br>Parking Garage<br>Port Arthur, TX   | Valero Energy Corporation<br>Port Arthur Refinery        | Rehler Vaughn &<br>Koone, Inc.     | \$21,995,947    | Dec-08          |
| College of Humanities and Social Sciences<br>Building and Mall Expansion, Sam<br>Houston State University, Huntsville, TX | Sam Houston State<br>University                          | WHR Architects                     | \$26,580,000    | Nov-08          |
| Patagonia Store<br>Austin, TX   | Patagonia Stores   | AMD Architects                     | \$452,000       | Oct-08          |
| Rice University Oshman Engineering<br>Design Kitchen<br>Houston, TX   | Rice University  | Stem & Bucek<br>Architects         | \$3,403,600     | Oct-08          |
| Texas State University North Campus<br>Enhancements Cogeneration Plant<br>Expansion San Marcos, TX                        | Texas State University<br>System                         | Jacobs Carter Burgess              | \$8,010,674     | Oct-08          |
| Utilities Infrastructure, Palo Alto College<br>San Antonio, TX  | Alamo Colleges   | Rehler Vaughn &<br>Koone, Inc.     | \$3,375,225     | Oct-08          |
| NuStar Building 1 Renovation<br>San Antonio, TX   | NuStar Energy L.P.                                       | Rehler Vaughn &<br>Koone, Inc.     | \$270,000       | Sep-08          |
| Fort Bend ISD Interior Renovations of<br>5 Elementary Schools<br>Missouri City, TX  | Fort Bend ISD  | OC+A Architects, Inc.              | \$10,836,895    | Aug-08          |
| Village at Gleannloch Farms<br>Retirement Community<br>Spring, TX   | Lutheran Social Services<br>c/o Greystone<br>Communities | Three Architecture                 | \$30,000,000    | Aug-08          |
| Mission Regional Medical Center Neonatal<br>Intensive Care Unit Renovation<br>Mission, TX                                 | Mission Hospital, Inc.                                   | Bower Downing<br>Partnership, Inc. | \$1,089,000     | Aug-08          |
| The University of Texas at San Antonio<br>Roadrunner Cafe Addition  | The University of Texas at<br>San Antonio                | BOKA Powell, LLC                   | \$2,840,161     | Jun-08          |

| Project Name   | Owner                               | Architect                       | Contract Amount | Completion Date |
|--|-------------------------------------|---------------------------------|-----------------|-----------------|
| University Center Expansion Phase III, University of Texas at San Antonio San Antonio, TX    | The University of Texas System      | Perkins + Will                  | \$24,495,000    | Jun-08          |
| Laurel Village Student Housing Expansion, University of Texas at San Antonio San Antonio, TX | The University of Texas System      | BOKA Powell, LLC                | \$30,376,000    | May-08          |
| Valero McKee Refinery Laboratory Sunray, TX  | Valero Energy Corporation           | Austin AECOM                    | \$9,855,000     | May-08          |
| Six Flags Fiesta Texas Upgrades/Goliath Coaster Foundation San Antonio, TX                   | Six Flags Fiesta Texas              | JMS Architects                  | \$2,334,000     | Apr-08          |
| Sunny Glen Children's Home Williams Administration Building San Benito, TX                   | Sunny Glen Children's Home          | Walker-Perez Associates         | \$350,000       | Mar-08          |
| Design/Build Armed Forces Reserve Center, Ellington Field Houston, TX                        | U.S. Army Corps of Engineers        | Gensler                         | \$32,015,178    | Mar-08          |
| Hospitality Apartments Houston, TX   | Hospitality Apartments HRDF         | Gensler                         | \$3,784,500     | Mar-08          |
| Valero St. Charles Maintenance Facility Norco, LA  | Valero Energy Corporation           | Rehler Vaughn & Koone, Inc.     | \$17,643,000    | Feb-08          |
| Palo Alto College New Veterinary Technology Building San Antonio, TX                         | Alamo Colleges                      | Rehler Vaughn & Koone, Inc.     | \$5,263,475     | Jan-08          |
| Recreation and Wellness Center Phase II, University of Texas at San Antonio San Antonio, TX  | The University of Texas System      | F&S Partners                    | \$36,820,253    | Jan-08          |
| Browning Hangar Restoration Austin, TX   | City of Austin                      | Studio 8 Architects             | \$1,033,523     | Dec-07          |
| Valley Baptist Health System Early Childhood Center Brownsville, TX                          | Valley Baptist Health System        | Wells Janousek Architects, PLLC | \$665,065       | Nov-07          |
| Palo Alto College Parking Lot Additions San Antonio, TX                                      | Alamo Colleges                      | Rehler Vaughn & Koone, Inc.     | \$668,197       | Nov-07          |
| UTSA Regional Academic Health Center Academic and Clinical Research Building Harlingen, TX   | The University of Texas System OFPC | FKP Architects, Inc.            | \$19,783,752    | Nov-07          |
| Valero Hangar San Antonio, TX  | Valero Energy Corporation           | Rehler Vaughn & Koone, Inc.     | \$9,533,938     | Nov-07          |

10-15

| Project Name   | Owner                            | Architect                                   | Contract Amount                  | Completion Date |
|--|----------------------------------|---|----------------------------------|-----------------|
| Coastal Surgical Group New Clinic Building Houston, TX                                 | WHGS Holding Company, LLC        | Hilsabeck Design Associates                 | \$2,287,000                      | Nov-07          |
| South Austin Campus Parking Garage Expansion, Austin Community College Austin, TX      | Austin Community College         | Elliott and Hamill Architects               | \$2,045,000                      | Nov-07          |
| Austin Community College Cypress Creek Campus Expansion Cedar Park, TX                 | Austin Community College         | O'Connell Robertson                         | \$16,798,000                     | Oct-07          |
| Querencia at Barton Creek Continuing Care Retirement Community Austin, TX              | Querencia at Barton Creek        | CSD Architects                              | Confidential per Owner's Request | Sep-07          |
| American First National Bank Tower and Parking Garage Houston, TX                      | American First National Bank     | EDI Architecture, Inc.                      | \$26,440,000                     | Sep-07          |
| Esperanza Boulevard at The Domain Midtown Austin, TX                                   | Endeavor Real Estate Group       | Baker-Aicklen & Associates, Inc.            | \$4,891,430                      | Aug-07          |
| Charles River Lab Expansion Houston, TX  | Charles River Laboratories, Inc. | N/A   | \$1,500,000                      | Aug-07          |
| Elevator & Escalator Improvements, Austin-Bergstrom International Airport Austin, TX   | City of Austin                   | Aguirre Roden                               | \$1,611,000                      | Jul-07          |
| Valero Corporate Expansion Phase II, 1604 Campus Bldg. D San Antonio, TX               | Valero Energy Corporation        | Rehler Vaughn & Koone, Inc.                 | \$45,932,000                     | Jul-07          |
| H-E-B Plus Store #14 Fuel Station and Car Wash Kyle, TX                                | H-E-B Construction               | Selser Schaefer Architects                  | \$7,445,000                      | May-07          |
| H-E-B Plus Store #94 Mission, TX   | H-E-B Construction               | Selser Schaefer Architects                  | \$9,319,000                      | Apr-07          |
| Johnson Controls Wetmore Battery Facility Expansion San Antonio, TX                    | Johnson Controls, Inc.           | Rehler Vaughn & Koone, Inc.                 | \$6,016,000                      | Apr-07          |
| Six Flags Fiesta Texas Tony Hawk's Big Spin and Boardwalk Improvements San Antonio, TX | Six Flags Fiesta Texas           | JMS Architects, Inc.                        | \$1,461,514                      | Mar-07          |
| Wilford Hall Medical Center Life Safety Upgrades, Lackland AFB San Antonio, TX         | U.S. Army Corps of Engineers     | Contact U.S. Army Corps of Engineers        | \$9,149,000                      | Mar-07          |
| Integrated Medical Plaza Brownsville, TX   | Medistar Corporation             | Davis Stokes Collaborative, P.C. Architects | \$5,826,889                      | Mar-07          |

| Project Name  | Owner   | Architect   | Contract Amount | Completion Date |
|---|---|---|-----------------|-----------------|
| McAllen Convention Center<br>McAllen, TX                                      | City of McAllen                                   | Gignac Associates                                 | \$50,802,565    | Jan-07          |
| World Birding Center<br>Resaca de la Palma State Park<br>Brownsville, TX      | Texas Parks & Wildlife<br>Department              | Walker-Perez<br>Associates                        | \$2,349,482     | Jan-07          |
| Oakwell Medical Office Building<br>San Antonio, TX                            | Oakwell Physicians Ltd.                           | Marmon Mok  | \$5,709,000     | Dec-06          |
| Air Force Village Vitality and Wellness<br>Center San Antonio, TX             | Air Force Village                                 | Marmon Mok  | \$2,571,000     | Nov-06          |
| CTRC Zeller Building<br>5th and 6th Floor Tenant Finishout<br>San Antonio, TX | Cancer Therapy &<br>Research Center               | Garza/Bomberger &<br>Associates                   | \$2,718,000     | Sep-06          |
| University of Houston<br>Parking Garage and Welcome Center<br>Houston, TX     | University of Houston<br>System                   | STOA / Golemon /<br>Bolullo Architects            | \$21,831,000    | Sep-06          |
| C-5 Training Complex<br>Lackland Air Force Base<br>San Antonio, TX            | U.S. Army Corps of<br>Engineers                   | Contact U.S. Army<br>Corps of Engineers           | \$16,525,000    | Sep-06          |
| CTRC Zeller Building & Urschel Tower<br>San Antonio, TX                       | Cancer Therapy &<br>Research Center               | Marmon Mok  | \$27,462,000    | Sep-06          |
| Medical Plaza at Clear Lake<br>Webster, TX                                    | Medistar Corporation                              | Davis Stokes<br>Collaborative, P.C.<br>Architects | \$9,215,000     | Sep-06          |
| Valero St. Charles Control Room<br>Norco, LA                                  | Valero Energy Corporation<br>St. Charles Refinery | Rehler Vaughn &<br>Koone, Inc.                    | \$7,591,000     | Sep-06          |
| Westside Command Station Repairs<br>Houston, TX                               | City of Houston                                   | English + Associates<br>Architects, Inc.          | \$8,611,000     | Aug-06          |
| Nan Clayton Elementary School<br>Austin, TX                                   | Austin ISD  | Barnes Gromatzky<br>Kosarek Architects            | \$15,294,000    | Aug-06          |
| Air Force Federal Credit Union<br>Renovations San Antonio, TX                 | Project Control of Texas                          | EHS Design/Studio 8<br>Architects                 | \$12,126,000    | Aug-06          |
| UT-Pan American Unity Hall<br>Edinburg, TX                                    | The University of Texas<br>System OFPC            | Kirksey   | \$11,159,000    | Aug-06          |
| Texas State University<br>Health Science Center Renovation<br>San Marcos, TX  | Texas State University<br>System                  | Garza/Bomberger &<br>Associates                   | \$961,000       | Aug-06          |

10-17



| Project Name   | Owner   | Architect                              | Contract Amount | Completion Date |
|--|---|--|-----------------|-----------------|
| Sam Houston State University<br>Raven Village<br>Huntsville, TX  | Sam Houston State<br>University               | KSQ Architects<br>PC/PDG Architects    | \$14,571,000    | Jul-06          |
| Bethany United Methodist Church<br>Addition/Renovation Phase 2<br>Austin, TX                                 | Bethany United<br>Methodist Church            | Jackson Galloway<br>Architecture, PLLC | \$2,226,000     | Jun-06          |
| Equivalent Data Solution Center<br>Houston, TX   | The MedLeh Group                              | Gensler                                | \$2,924,000     | Jun-06          |
| Mary Lou Fisher Elementary School<br>San Antonio, TX   | Northside ISD                                 | O'Neill Conrad Oppelt<br>Architects    | \$13,040,000    | May-06          |
| The Berry Center<br>Cypress, TX  | Cypress-Fairbanks ISD                         | PBK Architects, Inc.                   | \$72,898,000    | May-06          |
| Las Villas Condominium<br>South Padre Island, TX   | Paga Desarrollos                              | Listi/Casares<br>Architects            | \$9,587,000     | May-06          |
| Ken Batchelor Cadillac Saab<br>Hummer Addition<br>San Antonio, TX  | Cypress Equities                              | Gensler                                | \$6,126,000     | May-06          |
| Valley Regional Medical Center<br>Catheterization Laboratory Renovation<br>Brownsville, TX                   | Valley Regional Medical<br>Center             | Hospital Corporation<br>of America     | \$293,221       | Feb-06          |
| UTSA Cladding Repairs<br>San Antonio, TX   | The University of Texas<br>System             | Walter P. Moore                        | \$1,023,558     | Feb-06          |
| Peninsula Island Resort and Spa<br>South Padre Island, TX  | Peninsula Island Resort<br>and Spa            | Roberto J. Ruiz<br>Architects Inc.     | \$14,500,000    | Dec-05          |
| Valero McKee Refinery New<br>Guardhouse/Firehouse<br>Sunray, TX  | Valero Energy Corporation<br>McKee Refinery   | Rehler Vaughn &<br>Koone, Inc.         | \$1,569,000     | Dec-05          |
| Concord Imaging at Creekside<br>San Antonio, TX  | 4W Eldorado Investments<br>LP/Concord Imaging | Rehler Vaughn &<br>Koone, Inc.         | \$2,081,000     | Oct-05          |
| Hidalgo County Medical Research Division<br>of the Regional Academic Health Center<br>(RAHC)<br>Edinburg, TX | The University of Texas<br>System OFPC        | HOK Architects                         | \$15,541,000    | Sep-05          |
| The Buckingham Senior Living<br>Community<br>Houston, TX   | Greystone Communities,<br>Inc.                | Ambrose and House<br>Architects        | \$51,195,000    | Aug-05          |
| Convention Center Parking Garage/Austin<br>Energy District Cooling Plant<br>Austin, TX                       | City of Austin                                | Barnes Gromatzky<br>Kosarek Architects | \$31,909,000    | Aug-05          |

10-18

| Project Name  | Owner                                       | Architect                           | Contract Amount | Completion Date |
|---|---|-------------------------------------|-----------------|-----------------|
| Bulverde Creek and Steubing Ranch Elementary Schools<br>San Antonio, TX           | North East ISD                              | Chumney & Associates                | \$23,357,000    | Jul-05          |
| San Jacinto Elementary School<br>Liberty, TX                                      | Liberty ISD                                 | BLGY Inc.                           | \$6,077,000     | Jul-05          |
| The Warwick Towers Terrace Renovation<br>Houston, TX                              | Warwick Towers                              | Kudela & Weinheimer                 | \$2,455,500     | Jun-05          |
| Police Administrative Building Repairs<br>Houston, TX                             | City of Houston General Services Department | Ashkar Engineering Corporation      | \$1,309,000     | Jun-05          |
| Design/Build FY00/01/02 Dormitories,<br>Lackland AFB<br>San Antonio, TX           | U.S. Army Corps of Engineers                | PBS&J                               | \$17,923,032    | Jun-05          |
| World Birding Center<br>Estero Llano Grande State Park<br>Weslaco, TX             | Texas Parks & Wildlife Department           | Lake Flato Architects               | \$2,252,000     | May-05          |
| Sunset Canyon Baptist Church<br>Additions and Renovations<br>Dripping Springs, TX | Sunset Canyon Baptist Church                | PBS&J                               | \$1,293,000     | May-05          |
| Benedict/Mezes/Batts Renovation,<br>The University of Texas<br>Austin, TX         | The University of Texas System              | Parsons-3D/I                        | \$33,524,000    | Apr-05          |
| Sam Houston State University<br>Smith-Hutson Business Addition<br>Huntsville, TX  | Sam Houston State University                | Graeber, Simmons & Cowan, Inc.      | \$7,413,000     | Apr-05          |
| Antioch Community Trans-formation<br>Network Sports Complex<br>San Antonio, TX    | Antioch Community Transformation Network    | SA Partnership                      | \$3,284,000     | Apr-05          |
| Wal-Mart Bulk Storage and<br>Distribution Facility<br>Baytown, TX                 | Wal-Mart Inc.                               | Jacobs Carter Burgess               | \$44,330,000    | Apr-05          |
| South Texas College Starr County<br>Campus<br>Rio Grande City, TX                 | South Texas College                         | Mata Villarreal Garcia Design Group | \$14,084,641    | Feb-05          |
| Hanson's Corner Retail Shell Building<br>Hutto, TX                                | Endeavor Real Estate Group                  | Gary Shaw Architects                | \$1,408,000     | Jan-05          |

## section



### Customer Support

Describe the firm's physical availability to the Town in terms of communication, meetings and fieldwork. How will distance from the project site and the Town affect the response time to critical matters pertaining to the project.

SpawGlass' South Texas office is located in Harlingen, Texas and we have 120 team members who live and work in the Rio Grande Valley. Our staff in our Harlingen office includes estimators, project managers and superintendents as well as field personnel, and we will be available to provide cost estimating services to South Padre Island using current information and experience gained here in the Rio Grande Valley and, more specifically, on projects built in South Padre Island. We have the inhouse resources to participate with the Town of South Padre Island in meetings in person within 45 minutes notice as well by teleconference or e-mail.

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** JoAnn Evans, Council Member

**ITEM**

Approve Second and Final reading of Ordinance No. 10-22 amending Chapter 18 of the Code of Ordinances to add a new Section 18-19.2 to prohibit overnight parking in or on a cul-de-sac east of the east right-of-way line of Gulf Boulevard.

**ITEM BACKGROUND**

There are three versions to choose from:

Version I – original

Version II – changes prohibition time from 12:01 a.m. to 2:01 a.m. on all cul-de-sacs east of the east right-of-way

Version III – changes prohibition time from 12:01 a.m. to 2:01 a.m. only on Aurora Circle and Surf Circle – rest of the cul-de-sacs east of the east right-of-way will remain at 12:01 a.m.

**RECOMMENDATIONS/COMMENTS**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

VERSION I (Original Version)

ORDINANCE NO. 10-22

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TO ADD A NEW SECTION 18-19.2 TO PROHIBIT OVERNIGHT PARKING IN OR ON A CUL-DE-SAC EAST OF THE EAST RIGHT-OF-WAY LINE OF GULF BOULEVARD BETWEEN THE HOURS OF 12:01 A.M. AND 6:00 A.M.; PROVIDING FOR A PENALTY FOR VIOLATION NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.

WHEREAS, the official maps and plats that dedicated Gulf Blvd in the City of South Padre Island also dedicated beach access cul de sacs east of the east right of way line of Gulf Blvd; and

WHEREAS, some of said cul-de-sacs have been improved and provide public parking for public beach access; and

WHEREAS, overnight camping on the public beach is prohibited in the City and there should be no reason for overnight parking in the cul-de-sacs and it impedes the turnover of parking spaces available for beach access users.

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

Section 1. Chapter 18 of the Code of Ordinances of the City of South Padre Island is hereby amended to add a new Section 18-19.2 to read as follows:

**“Sec. 18-19.2 Over Night Parking Prohibited on Cul-de-Sacs east of Gulf Blvd.**

No person shall stop, stand or park a vehicle in or on a cul-de-sac east of the east Right-of-way line of Gulf Boulevard between the hours of 12:01 A.M. and 6:00 A.M.”

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

Section 3. Any violation of this Ordinance may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

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

PASSED, APPROVED AND ADOPTED on First Reading, this 16th day of June 2010.

PASSED, APPROVED AND ADOPTED on Second Reading, this \_\_\_\_ day of July 2010.

ATTEST:

CITY OF SOUTH PADRE  
ISLAND, TEXAS

---

Susan Hill, CITY SECRETARY  
MAYOR

---

ROBERT N. PINKERTON, JR.,

VERSION II

ORDINANCE NO. 10-22

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TO ADD A NEW SECTION 18-19.2 TO PROHIBIT OVERNIGHT PARKING IN OR ON A CUL-DE-SAC EAST OF THE EAST RIGHT-OF-WAY LINE OF GULF BOULEVARD BETWEEN THE HOURS OF 2:01 A.M. AND 6:00 A.M.; PROVIDING FOR A PENALTY FOR VIOLATION NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.

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Section 3. Any violation of this Ordinance may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section **21-1** of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

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

PASSED, APPROVED AND ADOPTED on First Reading, this 16th day of June 2010.

PASSED, APPROVED AND ADOPTED on Second Reading, this 21st day of July 2010.

**ATTEST:**

**CITY OF SOUTH PADRE  
ISLAND, TEXAS**

---

Susan Hill, CITY SECRETARY

---

ROBERT N. PINKERTON, JR., MAYOR



VERSION III

ORDINANCE NO. 10-22

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TO ADD A NEW SECTION 18-19.2 TO PROHIBIT OVERNIGHT PARKING IN OR ON A CUL-DE-SAC EAST OF THE EAST RIGHT-OF-WAY LINE OF GULF BOULEVARD BETWEEN THE HOURS OF 12:01 A.M. AND 6:00 A.M. EXCEPT AURORA CIRCLE AND SURF CIRCLE THE PROHIBITED HOURS ARE BETWEEN 2:01 A.M. AND 6:00 A.M.; PROVIDING FOR A PENALTY FOR VIOLATION NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.

WHEREAS, the official maps and plats that dedicated Gulf Blvd in the City of South Padre Island also dedicated beach access cul de sacs east of the east right of way line of Gulf Blvd; and

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

Section 3. Any violation of this Ordinance may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section **21-1** of the Code of Ordinances is hereby adopted and incorporated for all purposes.

Section 4. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance for it is the definite intent of this City Council that

every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

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

PASSED, APPROVED AND ADOPTED on First Reading, this 16th day of June 2010.

PASSED, APPROVED AND ADOPTED on Second Reading, this 21st day of July 2010.

ATTEST:

**CITY OF SOUTH PADRE  
ISLAND, TEXAS**

\_\_\_\_\_  
Susan Hill, CITY SECRETARY

\_\_\_\_\_  
ROBERT N. PINKERTON, JR., MAYOR

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

**MEETING DATE:** July 21, 2010

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

**ITEM**

Discussion and action on an amendment to the Gateway Professional Services Contract, Schedule I to add Task 10, preparation and submission of TIGER II Discretionary Preliminary and Final grant application; and, increasing project budget \$25,000; and transferring \$25,000 from the Public Works Street Maintenance Fund to the Transportation and Development Services budget, (514-0530-Professional Services).

**ITEM BACKGROUND**

On Monday April 26, 2010 the Department of Transportation announced the availability of \$600 million for the TIGER II Discretionary Grant Program for Surface Transportation Projects. Funding is available to local governments for bridge, highway or transit projects. The DOT must award \$120 million to rural communities as defined by the U.S. Census Bureau. For rural communities, the local match requirement has been waived. The City of South Padre Island, for the purpose of this grant, is classified as a rural community by the U.S. Census Bureau.

Selection criteria for the grants include:

1. **State of Good Repair** – Improving the condition of existing facilities, with emphasis on project that reduce life-cycle cost.
2. **Economic Competitiveness** – Project that contribute to the economic competitiveness of the US.
3. **Livability**- Fostering livable communities through place based policies that increase transportation choices and access to transportation services for people in communities.
4. **Sustainability** – Improving energy efficiency, decreasing dependence on foreign oil, reducing greenhouse gas emissions and benefitting the environment.
5. **Safety** – Improving the safety of US transportation facilities.
6. **Job Creation and Economic Stimulus** – Creation of jobs and activity that benefit economically distressed areas.
7. **Innovation** – Projects that use innovative strategies to produce long term outcomes.
8. **Partnerships** – Project that demonstrate strong collaboration among a broad range of participants and integration of public transportation into other services.

Preapplications are due July 26, 2010, Final applications are due August 23<sup>rd</sup>, 2010 and awards are anticipated in September 2010.

In addition to DOT, HUD and EPA are jointly funding and merging grant programs as part of the TIGER II NOFA. DOT, HUD and EPA have adopted the following principals to guide the multi-agency grant review and selection process.

**Livability Principals**

1. Provide more transportation choice (Cars, bike, walking, transit)
2. Promote equitable housing, (workforce housing for police, fire, teachers, and vacation industry employees.
3. Support existing communities.
4. Coordinate policies and leverage investment
5. Enhance Economic Competitiveness
6. Value communities and neighborhoods.

**RECOMMENDATIONS/COMMENTS**

Our recommended approach to successfully compete for the grant is to request \$3 million to accomplish the schematic design and environmental clearance from TxDOT and Federal Highway Administration for the redevelopment of Padre Boulevard into a walkable, sustainable and environmentally compatible commercial corridor.

**BUDGET/FINANCIAL SUMMARY**

This action will authorize the City Manager to transfer \$25,000 from the Public Works Street Maintenance Funds, Padre Boulevard Demonstration project funding, to engage Gateway Consulting team to prepare the TIGER II grant application.

**COMPREHENSIVE PLAN GOAL**

- Goal: Improved Pedestrian Friendliness
- 4.F Provide a safe and attractive environment for walking and bicycling
  - 4.G Encourage transportation forms other than automobile

**COUNCIL ACTION**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

## SUPPLEMENTARY INFORMATION:

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## Overview Information

A. *Federal Agency Name*: Office of Sustainable Housing and Communities, Office of the Deputy Secretary, HUD; and Office of the Secretary, DOT.

B. *Funding Opportunity Title*: Community Challenge and Transportation Planning Grants.

C. *Funding Opportunity Number*: The funding opportunity number is FR-5415-N-12. Community Challenge and Transportation Planning Grant. The OMB Approval Number is 2501-0025.

D. *Catalog of Federal Domestic Assistance (CFDA) Number*: The Catalog of Federal Domestic Assistance (CFDA) numbers for the HUD Community Challenge and DOT TIGER II Planning Grant are 14.704 and 20.933, respectively.

E. *Additional Overview Information*:

1. Background.

a. *TIGER II Planning Grants*.

On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-05) (Recovery Act), which appropriated \$1.5 billion of discretionary grant funds to be awarded by DOT for capital investments in surface transportation infrastructure. DOT refers to these grants as Grants for Transportation Investment Generating Economic Recovery or "TIGER Discretionary Grants." DOT solicited applications for TIGER Discretionary Grants through a notice of funding availability published in the *Federal Register* on June 17, 2009 (74 FR 28775) (an interim notice was published on May 18, 2009 (74 FR 23226)). Applications for TIGER Discretionary Grants were due on September 15, 2009, and DOT received more than 1,400 applications with funding requests totaling almost \$60 billion. Funding for 51 projects was announced on February 17, 2010.

On December 16, 2009, the President signed the Fiscal Year (FY) 2010 Consolidated Appropriations Act, which appropriated \$600 million to DOT for National Infrastructure Investments using language that is similar, but not identical to, the language in the Recovery Act authorizing the TIGER Discretionary

Grants. DOT is referring to the grants for National Infrastructure Investments as **TIGER II Discretionary Grants**. The FY 2010 Appropriations Act permits DOT to use up to \$35 million of the funds available for TIGER II Discretionary Grants for TIGER II Planning Grants. The TIGER II Discretionary Grant NOFA was published on June 1, 2010 (75 FR 30460), and awards will be announced at the same time as awards made under this NOFA.

b. *Community Challenge Planning Grants*.

The FY 2010 Appropriations Act also appropriated \$40 million to HUD to establish a Community Challenge Planning Grant Program "to foster reform and reduce barriers to achieve affordable, economically vital, and sustainable communities." The Community Challenge Planning Grant Program differs from HUD's Sustainable Communities Regional Planning Grant Program, a \$100 million program also created in the FY 2010 Appropriations Act. While the latter program is designed to support regional planning efforts, the **Community Challenge Planning Grant Program focuses on individual jurisdictions and more localized planning**. HUD will publish a separate NOFA for the Sustainable Communities Regional Planning Grant Program.

2. *Available Funds*. Up to \$75 million, including \$40 million for Community Challenge Planning Grants and up to \$35 million for TIGER II Planning Grants.

3. *Funding Categories*. Given the range of planning activities that potential applicants are trying to accomplish, DOT and HUD will support a variety of eligible activities spelled out in Section III.C.1.a-c.

4. *Authority*. The program was authorized by the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, approved December 16, 2009).

5. *Application of HUD's General Section*. All applicants accessing resources available through HUD's Community Challenge Planning Grants are subject to the requirements of the General Section to HUD's FY 2010 NOFAs for discretionary programs. Applicants for such grants should carefully review the requirements described in this NOFA and HUD's General Section. HUD's General Section is not applicable to applicants accessing resources available through TIGER II Planning Grants.

## Full Text Announcement

I. *Funding Opportunity Description*: This notice announces DOT's and HUD's intention to offer funding

through a competition made available as a NOFA under its Community Challenge and TIGER II Planning Grants.

A. *The Partnership for Sustainable Communities*. This NOFA is being initiated in close coordination between DOT, HUD and the EPA, through the Partnership for Sustainable Communities (the Partnership).

The Partnership was conceived to coordinate Federal housing, transportation and environmental investments, protect public health and the environment, promote equitable development, and help address the challenges of climate change. Recognizing the fundamental role that public investment plays in achieving these outcomes, the Administration charged three agencies whose programs most directly impact the physical form of communities—HUD, DOT, and EPA—to lead the way in reshaping the role of the Federal government in helping communities obtain the capacity to embrace a more sustainable future.

One of the first acts of the Partnership was to agree to a set of six "Livability Principles" to govern the work of the Partnership and for each of the three agencies to strive to incorporate into their policies and funding programs to the degree possible. In addition, each agency has clear and defined roles: HUD will take the lead in funding, evaluating, and supporting integrated regional planning for sustainable development, and will invest in sustainable housing and community development efforts. **DOT will focus on building the capacity of transportation agencies to integrate their planning and investments into broader plans and actions that promote sustainable development, and investing in transportation infrastructure that directly supports sustainable development and livable communities.** EPA will provide technical assistance to communities and States to help them implement sustainable community strategies, and develop **environmental sustainability metrics and practices**. The three agencies have made a commitment to coordinate activities, integrate funding requirements, and adopt a common set of performance metrics for use by grantees.

B. *Program Goals*.

1. To better align Federal programs to support the building of projects that further the **six Livability Principles** (listed in rating factor 1 below).

2. To remove artificial or bureaucratic barriers among Federal programs and create a more coordinated point of contact for State and local governments building innovative projects that coordinate housing, economic

development, transportation, and environmental policies and goals.

## II. Award Information

A. *Award Size.* For both Community Challenge Planning Grants and TIGER II Planning Grants, there is no minimum grant size, but the maximum grant size is \$3 million.

B. *Type of Awards.* All awards will be made in the form of Cooperative Agreements. HUD and DOT anticipate having substantial involvement in the work being conducted under this award to ensure the purposes of the grant program are being carried out and that entities are following through on their commitments. This includes making progress in meeting established performance metrics, and ensuring consistency in projects in participating jurisdictions that are funded through other HUD, DOT, and EPA programs so that they are implemented in a manner consistent with the Livability Principles.

C. *Period of Performance.* The period of performance shall not exceed 36 months from the date the funds are obligated. All funds awarded must be obligated by September 30, 2012.

D. *Statutory Distributional Requirements Only Applicable to TIGER II Funds.* This joint notice was developed and is being published in conjunction with the TIGER II Discretionary Grants NOFA. The selection process for TIGER II Planning Grants will be conducted in parallel with the selection process for TIGER II Discretionary Grants, and awards of TIGER II Planning Grants are subject to several distributional requirements under the FY 2010 Appropriations Act. These requirements do not apply to HUD Community Challenge Planning Grants. First, no more than 25 percent of the funds made available for TIGER II Discretionary Grants (or \$150 million), including any funding used for TIGER II Planning Grants, may be awarded to projects in a single State. Additionally, not less than \$140 million of the funds provided for TIGER II Discretionary Grants, including TIGER II Planning Grants, is to be used for projects located in rural areas. For purposes of this notice, DOT is generally defining "rural area" as any area not in an Urbanized Area, as such term is defined by the Census Bureau<sup>1</sup> and will consider a project to be in a

rural area if all or the majority of a project is located in a rural area. Finally, on awarding TIGER II Discretionary Grants, including TIGER II Planning Grants, DOT must take measures to ensure an equitable geographic distribution of grant funds, an appropriate balance in addressing the needs of urban and rural areas, and investment in a variety of transportation modes.

TIGER II Discretionary Grants, including TIGER II Planning Grants, may be used for up to 80 percent of the costs of a project; however, applications will be more competitive to the extent they include significant non-Federal financial contributions. The minimum and maximum grant sizes established by the FY 2010 Appropriations Act for TIGER II Discretionary Grants do not apply to TIGER II Planning Grants.

## III. Eligibility Information

A. *Eligible Applicants.* State and local governments, including U.S. territories, tribal governments, transit agencies, port authorities, metropolitan planning organizations (MPOs), other political subdivisions of State or local governments, and multi-State or multijurisdictional groupings.

B. *Cost Sharing or Leveraging Resources.* For those seeking TIGER II Planning Grants, a 20 percent match is required. DOT will consider any non-Federal funds as a local match for purposes of this program, whether such funds are contributed by the public sector (State or local) or the private sector. However, DOT will not consider funds already expended as a local match. The 20 percent matching requirement does not apply to projects in rural areas. For those seeking HUD Community Challenge Planning Grants, applicants must provide 20 percent of the requested funding amount in leveraged resources in the form of cash and/or verified in-kind contributions or a combination of these sources. In-kind contributions may be in the form of staff time, donated materials, or services. All assistance provided to meet this requirement must be identified by their dollar equivalent based upon accepted salary or regional dollar values. Cash contributions may come from any combination of local, state and/or Federal funds, and/or private and philanthropic contributions dedicated to the express purposes of this proposal. Applicants will receive credit for leveraging or matching resources greater than 20 percent of the requested amount as described in Rating Factor 4. If an applicant does not include the minimum 20 percent leveraged or matched resources with its appropriate

supporting documentation, that application will be considered ineligible.

### C. Other Requirements.

1. *Eligible Activities.* In order to explain the variety of activities eligible for funding under this joint notice, the activities are described in three groupings:

a. *TIGER II Planning Grants:* Activities related to the planning, preparation, or design of surface transportation projects, including, but not limited to:

- (1) Highway or bridge projects eligible under Title 23, United States Code;
- (2) Public transportation projects eligible under Chapter 53 of Title 49, United States Code;
- (3) Passenger and freight rail transportation projects; and
- (4) Port infrastructure investments.

b. *Community Challenge Planning Grants:* Activities related to the following:

(1) Development of master plans or comprehensive plans that promote affordable housing co-located and/or well-connected with retail and business development and discourage development not aligned with sustainable transportation plans or disaster mitigation analyses;

(2) Development and implementation of local, corridor or district plans and strategies that promote livability and sustainability (see the Livability Principles in Section V);

(3) Revisions to zoning codes, ordinances, building standards, or other laws to remove barriers and promote sustainable and mixed-use development and to overcome the effects of impediments to fair housing choice in local zoning codes and other land use laws, including form-based codes and inclusionary zoning ordinances to promote accessible, permanently affordable housing that reduces racial and poverty housing concentration and expands fair housing choice for low-income minorities;

(4) Revisions to building codes to promote the energy-efficient rehabilitation of older structures in order to create affordable and healthy housing;

(5) Strategies for creating or preserving affordable housing for low-, very low-, and extremely low-income families or individuals in mixed-income, mixed-use neighborhoods along an existing or planned transit corridor;

(6) Strategies to bring additional affordable housing to areas that have few affordable housing opportunities and are close to suburban job clusters; and

<sup>1</sup> For the 2000 Census, the Census Bureau defined an Urbanized Area (UA) as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau Web site. Urban Clusters (UCs) will be considered rural areas for purposes of this NOFA.

(7) Planning, establishing, and maintaining acquisition funds and/or land banks for development, redevelopment, and revitalization that reserve property for the development of affordable housing within the context of sustainable development

c. *Combination of TIGER II Planning Grant and Community Challenge Planning Grant activities.* There are a variety of projects that may include eligible activities under both the TIGER II Planning Grants and the Community Challenge Planning Grants programs. Rather than have applicants proceed through two separate grant application procedures, this joint NOFA is intended to create one point of entry to Federal resources to support related components of a single project. To illustrate the possible combination of activities, please consider the following examples:

(1) Planning activities related to the development of a particular transportation corridor or regional transportation system, that promotes mixed-use, transit-oriented development with an affordable housing component.

(2) Planning activities related to the development of a freight corridor that seeks to reduce conflicts with residential areas and with passenger and non-motorized traffic. In this type of project, DOT might fund the transportation planning activities along the corridor, and HUD may fund changes in the zoning code to support appropriate siting of freight facilities and route the freight traffic around town centers, residential areas, and schools.

(3) Developing expanded public transportation options, including accessible public transportation and para-transit services for individuals with disabilities, to allow individuals to live in diverse, high opportunity neighborhoods and communities and to commute to areas with greater employment and educational opportunities.

DOT and HUD are expecting to award the TIGER II Planning Grants and the Community Challenge Planning Grants for planning activities that ultimately lead to the development of projects that integrate transportation, housing and economic development components.

DOT and HUD plan to make joint awards, where appropriate. However, we also expect DOT to make awards for TIGER II Planning Grant activities alone and for HUD to make awards for Community Challenge Planning Grants alone. Applicants may apply for funding from only TIGER II Planning Grants or from only Community Challenge Planning Grants. To the extent that an application has a project that has linked

activities and would benefit from funding and associated activities in both DOT and HUD's programs, applicants should indicate that in their application and the agencies may both award funding to the project, with DOT and HUD each awarding its funds for the eligible activities under its own respective program. However, only one application per project will be accepted (see Threshold Requirements, Section IV.C.).

#### IV. Threshold Requirements

Evaluation teams from DOT and HUD will review each pre-application that is received on or prior to the Pre-Application Deadline and will be responsible for analyzing whether the pre-application satisfies the following key threshold requirements:

A. The project and the applicant are eligible for funding under the TIGER II Planning Grant or Community Challenge Planning Grant program; and

B. Local leveraging, or matching funds are committed to support 20 percent or more of the costs of the transportation planning activities to be funded; this requirement is not applicable to transportation planning projects located in rural areas.

C. Only one application per project will be accepted for review. An applicant that submits more than one application per project may have some or all of the submissions deemed ineligible.

D. Resolution of Outstanding Civil Rights Matters for Applicants for HUD Funding. If you, the applicant:

1. Have received a charge from HUD concerning a systemic violation of the Fair Housing Act or a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of a substantially equivalent state or local fair housing law proscribing discrimination based on race, color, religion, sex, national origin, disability or familial status;

2. Are a defendant in a Fair Housing Act lawsuit filed by the Department of Justice alleging a pattern or practice of discrimination pursuant to 42 U.S.C. 3614(a);

3. Have received a letter of findings identifying systemic noncompliance under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, or Section 109 of the Housing and Community Development Act of 1974;

4. Have received a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of provisions of a state or local law

proscribing discrimination in housing based on sexual orientation or gender identity; or

5. Have received a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of a state or local law proscribing discrimination in housing based on lawful source of income; and

a. The charge, cause determination, lawsuit, or letter of findings referenced in subparagraphs (1), (2), (3), (4), or (5) above has not been resolved to HUD's satisfaction before the application deadline, then you, the applicant, are ineligible for funding. HUD will determine if actions to resolve the charge, cause determination, lawsuit, or letter of findings taken before the application deadline are sufficient to resolve the matter.

b. Examples of actions that would normally be considered sufficient to resolve the matter include, but are not limited to:

c. Current compliance with a voluntary compliance agreement signed by all the parties;

(1) Current compliance with a HUD-approved conciliation agreement signed by all the parties;

(2) Current compliance with a conciliation agreement signed by all the parties and approved by the State or local administrative agency with jurisdiction over the matter;

(3) Current compliance with a consent order or consent decree; or

(4) Current compliance with a final judicial ruling or administrative ruling or decision.

#### V. Application Review Information

##### A. Criteria.

1. *Rating Factor 1—Purpose and Outcomes (35 points):* An applicant's score on this rating factor will be based on a clear statement of the existing condition that the proposed project is intended to address and the proposed project's alignment with the six

"Livability Principles." Applicants that demonstrate that their project aligns well with the Livability Principles and are consistent with any existing region wide plans that consider transportation, economic development, housing, water, and other infrastructure needs and investments will receive a higher score. The Livability Principles are as follows:

a. *Provide More Transportation Choices.* Develop safe, reliable and affordable transportation choices to decrease household transportation costs, reduce energy consumption and dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.

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**b. Promote equitable, affordable housing.** Expand location- and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.

**c. Enhance Economic Competitiveness.** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers, as well as expanded business access to markets.

**d. Support Existing Communities.** Target Federal funding toward existing communities—through strategies like transit oriented, mixed-use development, and land recycling—to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.

**e. Coordinate Policies and Leverage Investment.** Align Federal policies and funding to remove barriers to collaboration, leverage funding, and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.

**f. Value Communities and Neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods—rural, urban, or suburban.

In order for points to be awarded, applicants shall also provide data to support outcomes of the proposed project claimed in the application. Based on the project being proposed, the applicant shall identify the Livability Principle(s) that will be addressed and detail how that success will be documented. For example, if the proposed program intends to expand the presence of equitable, affordable housing, the applicant should provide data to support this claim.

As there is a wide range of projects that can be supported through this notice, not every project is expected to address all six Livability Principles. Points will be awarded based on the extent to which the proposed project furthers the specifically identified principles supported with data.

The applicant is required to clearly identify the benefits or outcomes of its proposed program. Because this application seeks support to develop a plan for a specific project, all of the outcomes will not be realized during the duration of the grant period. Rather, applicants will be evaluated on their ability to identify the outcomes they seek to achieve, the clarity with which

they articulate the elements of their plan that will help achieve those outcomes, and the specificity of the benchmarks that they establish to measure progress toward a completed product that guides all of the necessary work.

Applicants that receive awards will be expected to report on the progress of the project and outcomes realized at the mid-way point and at the end of the term of the grant. Where outcomes have been realized, they should be detailed and backed with data. For projects that must go to construction for many benefits to be realized, benchmarks will focus more on the progress of plan development, any changes in the scope of the work that occur during the planning process, and how those changes might impact the anticipated outcomes.

For projects that must go to construction for benefits to be realized, benchmarks will focus more on the progress of plan development, any changes in scope that occur, and how those changes might impact the anticipated outcomes.

DOT and HUD recognize that each project is unique. As such, the agencies are allowing significant latitude to the applicant to set the desired outcomes that will result from implementation of the project. DOT and HUD have identified six possible outcomes, listed below, from which each applicant must select a minimum of two outcomes that it must pursue and report on during its period of performance.

a. Travel changes, such as changes in mode share or vehicle miles traveled per capita.

b. Impact on affordability and accessibility, including the supply of affordable housing units, household transportation costs, or proportion of low- and very-low income households within a 30-minute transit commute of major employment centers.

c. Economic development, including infill development or recycled parcels of land or private sector investment along a project or corridor.

d. Improvement to the state of repair of infrastructure.

e. Environmental benefits, such as greenhouse gas or criteria pollutants emissions, oil consumption and recreational areas or open space preserved.

f. Increased participation and decision-making in developing and implementing a plan, code, development strategy, or project by populations traditionally marginalized in public planning processes.

**2. Rating Factor 2—Work Plan (35 points):** An applicant's score on this rating factor will be based on how well

the application addresses the quality and cost effectiveness of the proposed work plan. Applicants must develop a work plan that includes specific deliverables, and measurable, time-phased objectives for each major activity.

This factor also addresses the performance metrics that will be used to measure the success of the proposed activities. For a proposed project to achieve results, expected outcomes and outputs must be clearly defined, and evaluation must take place to ensure that those outcomes and outputs are met. Outcomes are the ultimate objectives of a project, and outputs are the interim activities or products that lead to the achievement of those objectives. To track progress toward the outputs and outcomes, a project must be evaluated based upon performance measures. Performance measures should be objectively quantifiable, and allow one to assess the degree of actual achievement against the expected outputs and outcomes. Applications that demonstrate how outputs and outcomes are fully defined and easily measured will receive a higher score.

The applicant's budget proposal should thoroughly estimate all applicable costs (direct, indirect, and administrative), and be presented in a clear and coherent format. The applicant must thoroughly document and justify all budget categories, costs, and all major tasks, for the applicant, sub-recipients, joint venture participants, or other contributing resources to the project.

**3. Rating Factor 3—Leveraging and Collaboration (15 points):** An applicant's score on this rating factor will be based on how well the application demonstrates the project's ability to obtain other community, local, State, private, and Federal support, as applicable, and resources that can be combined with DOT and HUD program resources to achieve program objectives. Resources may include cash or in-kind contributions of services, equipment, or supplies allocated to the proposed program. In evaluating this factor, HUD and DOT will consider the extent to which the applicant has established working partnerships with other entities to get additional resources or commitments to increase the effectiveness of the proposed program activities.

When evaluating this factor, HUD and DOT will take into account two considerations: the amount of resources leveraged or matched that exceeds the required 20 percent, and per capita income in the applicable jurisdiction relative to the metropolitan average.



Data must be provided for the indicator when responding to this rating factor. The 20 percent of leveraged or matched resources that are a threshold requirement will not count as points toward this rating factor. To score points in this rating factor, resources may be provided by governmental entities, public or private organizations, and other entities. Other resources from the private sector or other sources committed to the program that exceed the required 20 percent leveraged or matched resources will be given extra weight for this rating factor. The applicant should provide supporting documentation of all committed funds. Please refer to Section VI., Application and Submission, for more details.

**4. Rating Factor 4—Capacity (15 points):** An applicant's score on this rating factor will be based on how well the application demonstrates the applicant's capacity to successfully implement the proposed activities in a timely manner. The applicant will provide specific examples of previous projects similar to the proposed effort that demonstrate its capacity to implement the proposed work plan. DOT and HUD will give priority to applications that demonstrate the prior experience to bring this type of project(s) that is the subject of the planning activities to completion. Priority will also be given to applications that demonstrate strong collaboration among a broad range of participants, including public, private and nonprofit entities.

The applicant shall designate the staff that is anticipated to manage the proposed project, as well as other staff anticipated to contribute to the project's completion. Ratings under this factor are based on the capacity of the applicant's organization, and its team, as applicable, and should include an assessment of the capacity of sub-contractors, consultants, sub-recipients, community-based organizations, and any other entities that are part of the project application, as applicable.

Applicants should be prepared to initiate eligible activities within 120 days of the effective date of the grant award. DOT and HUD reserve the right to terminate the grant if sufficient personnel or qualified experts are not retained within these 120 days. In rating this factor, DOT and HUD will consider, among other factors, the extent to which the application demonstrates that the applicant has an adequate number of key staff or the ability to procure individuals with the knowledge and recent experience in the proposed activity.

All applicants for HUD funding are subject to the requirements to Affirmatively Further Fair Housing. HUD will award additional points to applicants that prioritize additional measures to advance civil rights, such as Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.

Applicants should indicate if, and describe how, the following policy priorities will be addressed: (1) Capacity Building and Knowledge Sharing and (2) Expand Cross-Cutting Policy Knowledge. One point will be awarded for each policy priority. Identify specific activities, outputs and outcomes that further these policy priorities over the period of performance.

**a. Capacity Building and Knowledge Sharing.**

HUD recognizes that successful program implementation can only occur in partnership with effectively prepared grantees. It is therefore critical to strengthen the capacity of each consortium by developing partnerships that will advance the objectives of proposed programs. HUD's Strategic Plan emphasizes the importance of strengthening the capacity of state and local partners to implement HUD programs, participate in decision-making and planning processes, and coordinate on cross-programmatic, place-based approaches through grant making and technical assistance. To receive policy priority points, applicants are expected to describe how they will achieve the following outcomes:

(1) Increase the skills and technical expertise of partner organizations to manage Federal awards, provide solid financial management, and perform program performance assessment and evaluation. The applicant must describe the methods that will be used to achieve this outcome. Examples include in-service trainings, online information provision (e.g., webinars, podcasts, etc.), and structured observation of best practices. According to the proposed methods, the applicant should identify the anticipated outputs (e.g., number of people trained, number of training events, volume of easily accessible training materials for targeted capacities, etc.) during the 3-year period of performance.

(2) Share knowledge among partners so that key personnel responsible for grant implementation coordinate cross-programmatic, place-based approaches. The applicant must

describe the outreach methods that will be used to achieve this outcome. Examples include establishing regular partner dialogues, and structured peer exchange. According to the proposed methods, the applicant should establish and specify the anticipated outputs (e.g., number of meetings, Web postings, number of participating partners, total staff exposed to new learning and promising practice, number of briefings, issuance of monthly fact sheets, etc.) during the 3-year period of performance. HUD will work with grantees to support knowledge sharing and innovation by disseminating best practices, encouraging peer learning, publishing data analysis and research, and helping to incubate and test new ideas.

**b. Expand Cross-Cutting Policy Knowledge.**

Broadening the use of successful models to other communities requires definitive evidence of which policies work and how, and a plan for public dissemination of this information.

To achieve full points, the applicant must indicate what data they and/or partner organizations will collect on outcomes for the defined target area (e.g., changes in commuting time, improved health outcomes, VMT measures, etc.). The grantee must document a plan to engage credible policy researchers to assist in the analysis of that data in order to measure policy impact, and clarify the extent of data that will be made available to those researchers through a data-sharing agreement.

(1) For household-level data, this may be an agreement with a university or other policy research group that regularly produces peer-reviewed research publications.

(2) For parcel-related data, this agreement may be with a regional planning, non-profit, or government agency that provides consolidated local data on a regular basis to the public for free.

The applicant should specifically describe how they intend to disseminate policy lessons learned during the planning process to a diverse range of potential audiences, including policymakers, other regional consortia, and interested community leadership. The collection method and specific data elements will not be prescribed by HUD, but may be determined by the applicant.

The applicant must establish and provide the anticipated outputs within the period of performance. Examples include the number of policy publications, number of research studies, anticipated distribution of findings, etc.

**B. Evaluation and Selection Process.**

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### 1. Rating and Ranking.

Evaluation teams made up of a representative from DOT, HUD, and EPA initially will evaluate each application as to how well it scores against the "Rating Factors" identified below, and will assign it a score on a scale of 1–100. The scoring system will not determine the specific projects that will be selected for funding; rather, the scoring system will be used to generate a list of highly recommended projects. The highly recommended projects will then be forwarded to a senior-level review team for review, and the senior-level review team will make funding recommendations to the Secretaries of DOT and HUD, based on how the project performed under the four rating factors, how each project addresses the Program Goals identified in Section I.B, and statutory distributional considerations required in the National Infrastructure Investments provision of the FY 2010 Consolidated Appropriations Act for the DOT Planning Grants. The review teams will include senior-level representatives from the three Partnership for Sustainable Communities agencies: DOT, HUD, and EPA.

## VI. Application and Submission Information

**A. Address To Request Application Package.** Applications are available on the Federal Web site [www.Grants.gov](http://www.Grants.gov). To find this funding opportunity at [Grants.gov](http://www.Grants.gov), go to [http://www.Grants.gov/applicants/find\\_grant\\_opportunities.jsp](http://www.Grants.gov/applicants/find_grant_opportunities.jsp) at the [www.Grants.gov](http://www.Grants.gov) Web site, where you can search by agency and/or perform a Basic Search. Additional information on applying through [Grants.gov](http://www.Grants.gov) is available at <http://www.Grants.gov>.

**B. Content and Form of Application Submission.** Applicants eligible to apply under this NOFA are to follow the submission requirements described below:

1. **Pre-Application.** Unless otherwise indicated in this joint notice, applicants should submit pre-applications and applications in accordance with the procedures specified in the TIGER II Discretionary Grant NOFA. To submit an application, please access <http://www.dot.gov/recovery/ost/tigerii/index.html> or <http://www.hud.gov/sustainability>. Pre-applications must be submitted by the Pre-Application Deadline, which is July 26, 2010, at 5 p.m. EDT. The pre-application system will be hosted by DOT, on behalf of DOT and HUD, and will open no later than June 23, 2010, to allow prospective applicants to submit pre-applications. Final applications must be submitted

through [Grants.gov](http://Grants.gov) by the Application Deadline, which is August 23, 2010, at 5 p.m. EDT. The [Grants.gov](http://Grants.gov) "Apply" function will open on July 30, 2010, allowing applicants to submit applications. While applicants are encouraged to submit pre-applications in advance of the Pre-Application Deadline, pre-applications will not be reviewed until after the Pre-Application Deadline. Similarly, while applicants are encouraged to submit applications in advance of the Application Deadline, applications will not be evaluated until after the Application Deadline. Awards will not be made until after September 15, 2010.

To apply for funding through [Grants.gov](http://Grants.gov), applicants must be properly registered. Complete instructions on how to register and submit applications can be found at [www.Grants.gov](http://www.Grants.gov). Please be aware that the registration process usually takes 2–4 weeks and must be completed before an application can be submitted. If interested parties experience difficulties at any point during the registration or application process, please call the toll free [Grants.gov](http://Grants.gov) Customer Support Hotline at 1–800–518–4726, Monday to Friday from 7 a.m. to 9 p.m. EDT.

Applicants must submit a pre-application as Stage 1, which qualifies applicants to submit an application in Stage 2. An application submitted during Stage 2 that does not correlate with a properly completed Stage 1 pre-application will not be considered.

2. **Contents of Pre-Applications.** An applicant for a TIGER II Planning Grant or a Community Challenge Planning Grant should provide in its pre-application form, all of the information requested below in its pre-application form. DOT and HUD reserve the right to ask any applicant to supplement the data in its pre-application but expect pre-applications to be complete upon submission. Applicants must complete the pre-application form and submit it electronically on or prior to the Pre-Application Deadline, in accordance with the instructions specified at <http://www.dot.gov/recovery/ost/TIGERII>. The pre-application form must include the following information:

- a. Name of applicant (if the application is to be submitted by more than one entity, a lead applicant must be identified);
- b. Applicant's DUNS (Data Universal Numbering System) number;
- c. Type of applicant (State government, local government, U.S. territory, Tribal government, transit agency, port authority, metropolitan planning organization, or other unit of government);

- d. State(s) where the project is located;
- e. County(s) where the project is located;
- f. City(s) where the project is located;
- g. Zip code(s) where the project is located;
- h. Project title (descriptive);
- i. Project type: specify eligible activities proposed for funding, such as transportation planning activity, site area plan, corridor plan, land assembly or acquisition, etc.;
- j. Project description: describe the project in plain English terms that would be generally understood by the public, using no more than 50 words; this should be purely descriptive, not a discussion of the project's benefits, background, or alignment with the selection criteria in this description;
- k. Total cost of the project;
- l. Total amount of TIGER II Planning Grant and Community Challenge Planning Grant funds requested;
- m. Contact name, telephone number, email address, and physical address of the applicant;
- n. Type of jurisdiction where the project is located (urban or rural); and
- o. An assurance that local matching funds are committed to support 20 percent or more of any transportation planning activities to be funded. (This requirement does not apply to projects located in rural areas).

3. **Applications.** An application for a TIGER II Planning Grant or a Community Challenge Planning Grant should include all of the information requested below. DOT and HUD reserve the right to ask any applicant to supplement the data in its application, but expect applications to be complete upon submission.

a. **Standard Form SF-424, Application for Federal Assistance.** Please see [www07.Grants.gov/assets/SF424Instructions.pdf](http://www07.Grants.gov/assets/SF424Instructions.pdf) for instructions on how to complete the SF-424, which is part of the standard [Grants.gov](http://Grants.gov) submission. Additional clarifying guidance and Frequently Asked Questions (FAQs) to assist applicants in completing the SF-424 will be available at <http://www.dot.gov/recovery/ost/TIGERII> by July 30, 2010, when the "Apply" function within [Grants.gov](http://Grants.gov) opens to accept applications under this notice.

b. **In Responding to the First and Second Rating Factor.** (Attachment to SF-424). A TIGER II Planning Grant and HUD Community Challenge Grant application must include information required for DOT and HUD to assess each of the rating factors specified in Section III (Application Review and Rating Factors). Applicants are

encouraged to demonstrate the responsiveness of a project to any and all of the rating factors with the most relevant information that applicants can provide, regardless of whether such information has been specifically requested, or identified, in this notice.

In order to fulfill the requirements of the first rating factor, an applicant must:

(1) Submit a narrative describing how the applicant will use the funding sought to achieve its desired outcomes and how the desired outcomes support the six Livability Principles. The narrative should also state the problems or barriers the project seeks to address, why they are an impediment to promoting a more sustainable future for the applicant community, and the outcomes the project seeks to achieve.

(2) Submit data supporting any assertions made about the expected outcomes, as well as the nature and the extent of the problems or barriers the project seeks to remove.

In responding to the second rating factor, applicants must provide a narrative to discuss their project outcomes, outputs, and performance measures. Applicants should also identify important milestones (e.g., the end of specific phases in a multiphase project), which should also be clearly indicated in the proposal timeline. Applicants should also identify potential obstacles in meeting outcomes and outputs and related performance measures and discuss steps they would take to respond to these obstacles. Finally, applicants should describe how project evaluation information will be obtained, documented, and reported.

Applicants should submit a work plan that includes the following:

(1) **Proposed Activities.** Briefly describe the overall activity you propose to undertake, including any coordinated components that will not be directly funded under the TIGER II Planning Grant Program or the Community Challenge Planning Grant Program. Describe the regional or local significance of the project and whether it is a part of a comprehensive regional plan. Include public outreach and participation activities, including minority and disadvantaged populations.

(2) **Uses of Funds/Budget.** Indicate how you will use the grant funds you are seeking by providing a list or table showing the amount of funds budgeted for each activity you will undertake to achieve your desired result. Indicate the entity responsible for each use and activity, including any elected bodies or bodies appointed by elected officials. Specify administrative costs.

(3) **Project Completion Schedule.** Briefly describe the project completion schedule, including milestones in each month for the critical management actions for you and any other entity whose cooperation or assistance is necessary to achieve your desired result, including the end dates of each required action and your expected metrics and results.

(4) **Performance Measures.** List the performance measures you will use to evaluate the success of your project or activity, as well as the benchmarks you expect to reach during the term of the grant and a timeline for reaching them.

c. **In Responding to the Third Rating Factor.** Applicants will not receive full points if they do not submit evidence of a firm commitment and the appropriate use of leveraged or matched resources under the grant program. Such evidence must be provided in the form of letters of firm commitment, memoranda of understanding, or other signed agreements to participate from those entities identified as partners in the application. Each letter of commitment, memorandum of understanding, or agreement to participate should include the organization's name, the proposed level of commitment, and the organization's responsibilities as they relate to the proposed project. The commitment must be signed and dated by an official of the organization legally able to make commitments on behalf of the organization. Applicants should describe how they will ensure that commitments to sub-grantees will be honored and executed, contingent upon an award from DOT or HUD.

(1) Applicants must support each source of contributions, cash or in-kind, both for the required minimum and additional amounts, by a letter of commitment from the contributing entity, whether a public or private source. The letter must describe the contributed resources that you will use in the program and their designated purpose. Staff in-kind contributions should be given a monetary value based on the local market value of the staff skills. If you do not provide letters from contributors specifying details and the amount of the actual contributions, those contributions will not be counted.

d. **In Responding to the Fourth Rating Factor.** DOT and HUD will consider how the applicant entity is organized and how it will function in implementing the grant. The application should include a description of the leadership responsibilities and procedures for allocating resources, setting goals, and settling disputes. It should also include an explanation of the capacity and relevant, recent

experience of the applicant entity. The application should also include a description of the applicant's experience in outreach efforts involving low-income persons, particularly those living in revitalization areas where funds are proposed to be used, residents of public housing, minorities, socially and economically disadvantaged individuals, non-English speaking persons, and persons with disabilities.

Applicants should demonstrate that they either have sufficient personnel or the ability to procure qualified experts or professionals, with the knowledge, skills, and abilities with relevant experience to carry out the proposed activity.

Contact information is requested as part of the SF-424. This information will be used in order to inform parties of the selection of projects for funding, as well as to contact parties in the event additional information is needed.

e. **Page Limit.** Applications should be limited to a total of 15 pages. HUD and DOT will not refer to Web sites for information pertinent to the narrative response. All applications should include a detailed description of the proposed project and geospatial data for the project, including a map of the area to be planned and where other work will occur.

C. **Submission Dates and Times.** All pre-applications must be submitted in accordance with the instructions specified at <http://www.dot.gov/recovery/ost/TIGERII>. The pre-application system will be hosted by DOT, on behalf of DOT and HUD. Final applications must be submitted electronically through Grants.gov. Pre-applications are due by July 26, 2010, at 5 p.m. EDT, and applications must be submitted by August 23, 2010, at 5 p.m. EDT.

D. **Funding Restrictions.** Applicants should also be aware that DOT is accepting applications for capital expenditures associated with surface transportation projects in the TIGER II Discretionary Grant notice (Docket No. DOT-OST-2010-0076). As part of that program, applicants may request planning funds associated with their capital request. If DOT awards planning funding to an applicant to the TIGER II Discretionary Grant program, the funding available through this notice will be lessened by that amount. Further, DOT has the option to use less than the \$35 million permitted in the statute and may do so based on distributional requirements or the need to fund highly recommended capital grant applications.

## VII. Award Administration Information

### A. Award Notices.

#### 1. Applicants Selected for Award.

Projects selected for a TIGER II Planning Grant will be administered by one of DOT's modal administrations, pursuant to a grant agreement between the TIGER II Planning Grant recipient and the DOT modal administration.

HUD awardees will be required to negotiate a final statement of work and will enter into a Cooperative Agreement with HUD. The Cooperative Agreement will also contain an agreed upon Logic Model identifying specific activities and performance criteria to be reported against over a period of time. HUD grantees must meet the requirements contained in the General Section to HUD's FY 2010 Funding Notices.

2. *Adjustment of Funding.* DOT and HUD reserve the right to fund less than the full amount requested in an application based on the availability of funds, geographic diversity, and to ensure that the maximum number of grants may be made.

3. HUD grant recipients must comply with applicable Federal requirements, including compliance with the Fair Housing and Civil Rights Laws applicable to all Federal awards.

### B. Administrative and National Policy Requirements.

1. *Environmental Requirements.* All applicants that are proposing to use grant funds for land acquisition must comply with HUD's environmental procedures. In accordance with 24 CFR 50.19(b)(1), (9), and (16), all other eligible activities assisted by HUD funds under this NOFA are categorically excluded from environmental review under the National Environmental Policy Act of 1969 and are not subject to environmental review under the related laws and authorities. For applicants requesting grant funds for transportation planning, NEPA is not typically triggered (and even if triggered, categorical exclusions typically exist). However, if any projects planned with funding under this NOFA move to the construction phase and Federal funds are later sought for construction, all appropriate NEPA analyses will need to be completed prior to any Federal expenditures.

Under HUD's environmental procedures, for those applications involving land acquisition activities requiring environmental review, the notification of award to a selected applicant will constitute a preliminary approval by HUD, subject to the completion of an environmental review of the proposed site(s), and the execution by HUD and the recipient of

a Grant Agreement. Selection for participation (preliminary approval) does not constitute approval of the proposed site(s). Each proposal will be subject to a HUD environmental review, in accordance with 24 CFR part 50, and the proposal may be modified or the proposed sites rejected as a result of that review.

Submission of an application involving a project requiring an environmental review will constitute an assurance that the applicant shall assist HUD in complying with 24 CFR part 50 and shall:

(1) Supply HUD with all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 50;

(2) Carry out mitigating measures required by HUD or select alternate eligible property; and

(3) Not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received.

For assistance, contact the HUD Environmental Review Officer in the HUD Field Office serving your area.

Contact information is requested as part of the SF-424. DOT will use this information to inform parties of DOT's decision regarding selection of projects, as well as to contact parties in the event that DOT needs additional information about an application.

2. *Administrative and Indirect Cost Requirements.* For reference to the Administrative Cost requirements and Indirect cost requirements, please see OMB Circulars A-21, A-87, and A-122, as applicable.

C. *Reporting Requirements.* HUD Award Agreements will include the terms and conditions of the award including the reporting requirements.

1. *Final Work Plan and Logic Model.* Final work plan and completed Logic Model are due 60 days after the effective date of the grant agreement. See the General Section for detailed information on the use of the "Master" eLogic Model.

2. Successful applicants will be required to submit bi-annual and final program reports according to the requirements of the award agreement. Your bi-annual and final report must include a completed Logic Model, form HUD-96010, *approved and incorporated into your award agreement*, showing specific outputs and outcome results against those proposed and accepted as part of your approved grant agreement.

3. Financial reporting requirements include, but are not limited to, the submission of the financial status report, SF-425, bi-annually.

## VIII. Other Information

### A. Compliance with Fair Housing and Civil Rights Laws and Affirmatively Furthering Fair Housing for Community Challenge Planning Grant Applicants

#### Fair Housing and Civil Rights Laws:

1. With the exception of Federally recognized Indian tribes and their instrumentalities, applicants and their sub-recipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105 (a), including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973.

2. If you are a federally recognized Indian tribe, you must comply with the nondiscrimination provisions enumerated at 24 CFR 1000.12, as applicable. See the General Section for further instructions on this requirement.

3. *Affirmatively Furthering Fair Housing:* Section 808(e)(5) of the Fair Housing Act imposes a duty on HUD to affirmatively further the purposes of the Fair Housing Act in its housing and urban development programs. This obligation further applies generally to recipients of HUD funds, including those awarded and announced under HUD's FY 2010 funding notices. Your application must include a discussion on how your proposed plans affirmatively further fair housing; applications that include specific activities and outcomes that address this requirement will be rated higher. Applicants for Community Challenge Planning Grants that are tribal governments are not subject to the affirmatively furthering fair housing submission requirement in the General Section.

B. *Additional Environmental Requirements.* A Finding of No Significant Impact (FONSI) with respect to the environment has been made for this NOFA in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)). The FONSI is available for public inspection between 8 a.m. and 5 p.m. weekdays in the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 Seventh Street, SW., Room 10276, Washington, DC 20410-0500. Due to security measures at the HUD Headquarters building, an advance appointment to review the FONSI must

be scheduled by calling the Regulations Division at 202-708-3055 (this is not a toll-free number).

Dated: June 18, 2010.

**Ray LaHood,**

*Secretary, Department of Transportation.*

**Shaun Donovan,**

*Secretary, Department of Housing and Urban Development.*

[FR Doc. 2010-15353 Filed 6-21-10; 4:15 pm]

BILLING CODE 4210-67-P

12-11

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Darla A. Jones, Assistant City Manager

**ITEM**

Discussion and action to authorize the City Manager to execute an agreement with Rene Bates Auctioneers, Inc. to provide online auction services.

**ITEM BACKGROUND**

The City is storing surplus equipment that is taking up valuable room at different locations. In looking into having an auction, Rene Bates Auctioneers, Inc. was brought up by staff members that have dealt with them before. They specialize in auctioning surplus municipal equipment and they are proposing to sell our surplus equipment through their online auction process. To summarize the process, we provide them with basic information about a piece of equipment as well as photographs, they post the information on their website, we approve the posting prior to the bidding being opened, they receive bids, contact the highest bidder, collect the payment, and send us the proceeds minus their 7.5% commission. The successful bidder then makes arrangements to pick up the equipment they purchased. They also ensure that applicable laws are followed relating to collection and remittance of sales tax. I am enclosing a print out showing their home page on their website.

I'm told that in the past, the City gathered up all of the surplus equipment in the City Hall parking lot and advertised an auction. It was done by "silent auction" where bidders wrote their names and bids on a sheet of paper.

I think advertising on a well-known and well-used website might enable the City to get the most for surplus equipment in addition to freeing up valuable space.

**RECOMMENDATIONS/COMMENTS**

Staff recommends authorizing the City Manager to execute a contract with Rene Bates Auctioneers, Inc. for auction services.

**BUDGET/FINANCIAL SUMMARY**

May add to revenue.

**COMPREHENSIVE PLAN GOAL**

None.

**COUNCIL ACTION**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

## **PROFESSIONAL SERVICES CONTRACT FOR ONLINE AUCTIONEERING SERVICES**

Rene' Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for the Town of South Padre Island, Texas on an as needed basis under the following terms and conditions:

### **Rene' Bates Auctioneers, Inc.'s Responsibilities:**

1. Conduct online auctions for the Town of South Padre Island, Texas at their request.
2. Set starting prices for each online auction item or work with the Town of South Padre Island, Texas to set starting prices for each online auction item, if so desired.
3. Post all online auction information on [www.renebates.com](http://www.renebates.com) and display auction items for approximately two weeks prior to the closing date of each online auction conducted.
4. E-mail each of our online auction customers when a new Town of South Padre Island, Texas auction is added to the site.
5. Collect all auction proceeds and applicable sales tax and generate e-Invoices for the Town of South Padre Island, Texas and the buyers for each auction item sold.
6. Remit all monies, less commission and sales tax, to the Town of South Padre Island, Texas.
7. Remit all sales tax collected to the State of Texas.

### **The Town of South Padre Island, Texas' Responsibilities:**

1. Provide list of all items to be sold and gather all information on fleet and miscellaneous auction items and take digital photographs of each auction item and send to RBAI.
2. Have Fleet Manager or designee complete Vehicle Information Sheet on all vehicles and heavy equipment and forward to RBAI.
3. Conduct onsite viewing of all auction items before the closing of each online auction for bidders to come and physically inspect auction items.
4. Contact local news media for Public Service Announcement informing bidders of upcoming online auction and handle all legal advertising as required by the Town of South Padre Island, Texas.



Provide link from City's website to [www.renebates.com](http://www.renebates.com) to direct potential buyers to City's auction.

5. Transfer all titles to successful buyers after the Town of South Padre Island, Texas has received an electronic "PAID" receipt from Rene' Bates Auctioneers, Inc.
6. Oversee removal and checkout of all paid auction items.

Rene' Bates Auctioneers, Inc. proposes to conduct Online Auctions for the Town of South Padre Island, Texas for 7.50% of all fleet vehicles and heavy equipment and 7.50% of all miscellaneous items. These auctions will be conducted on an as needed basis for the Town of South Padre Island, Texas.

\_\_\_\_\_  
Rene' Bates Auctioneers, Inc.

Date:

\_\_\_\_\_  
The Town of South Padre Island, Texas

Date:



# RENÉ BATES AUCTIONEERS, INC.

4660 CA 1006 • McKinney, Texas 75071-6614 • 972/548-9636 • Fax: (972) 542-5495

[www.renebates.com](http://www.renebates.com)

## How to Conduct an Online Auction

- FOR FLEET VEHICLE AND HEAVY EQUIPMENT ITEMS: Complete Vehicle/Equipment Information Sheets (VIS Online Auction form) for each item – Note any minor and major known defects regarding any part of auction item (interior and exterior); Determine basic mechanical condition; Make note of any repairs; Make note of any replacements/improvements. Starting prices or required minimums should also be included.
- FOR MISCELLANEOUS ITEMS: Send a list of miscellaneous items and make certain they are numbered to correspond with any photographs that are sent with the items.
- Take digital photographs of each item. For fleet vehicle heavy equipment items: please take preferably four – at least one photograph of each side of the exterior. Interior photographs to be taken if needed or desired. **The photos should be named to correspond with the item's Asset/Equipment number.**
- Decide on Inspection Location, Dates and Times, Contact Person(s), including telephone numbers and e-mail addresses, Instructions for Removal and all Terms and Conditions. Rene' Bates Auctioneers, Inc. has standard Terms and Conditions that we provide, but if you have any specific information we need to add to your auction we will be happy to do so.
- All photos, VIS forms and miscellaneous lists should be e-mailed to Rene' Bates Auctioneers, Inc. to [auction@renebates.com](mailto:auction@renebates.com).
- Set Auction Close Date – to be determined jointly between Seller and Rene' Bates Auctioneers, Inc.
- Items will be posted online for two weeks, during which time items are continuously being bid upon.
- Conduct an on site viewing/inspection of all auction items before the closing of each online auction for bidders to come and physically inspect all auction items
- Auction will end on Close date and all winning bidders will be notified via e-mail of the items they have won
- Buyers will send payment to Rene' Bates Auctioneers, Inc.
- Rene' Bates Auctioneers, Inc. will generate and send both Sellers and Buyers a "PAID" receipt via e-mail
- Seller will then transfer all titles to Buyers when they come to pick up the items.
- Rene' Bates Auctioneers, Inc. will give final sale reports and remit a check (less commission and sales tax) to the Seller.
- Most importantly, we are here to help! If you have any questions regarding the process or while you are preparing for it, please let us know!

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# Vehicle/Equipment Information Sheet (VIS)

## RENÉ BATES AUCTIONEERS, INC.

4660 CR 1006

McKinney, Texas 75071

Phone 972-548-9636 • Fax 972-542-5495 • Email [auction@renebates.com](mailto:auction@renebates.com)

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

Owner: \_\_\_\_\_

Asset/Item/Unit or Vehicle Number: \_\_\_\_\_

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

VIN/Serial Number: \_\_\_\_\_

Mileage: \_\_\_\_\_

Hours (if applicable): \_\_\_\_\_

Engine Size: \_\_\_\_\_

Gas:

Diesel:

Propane:

Other:

Type: \_\_\_\_\_

Make: \_\_\_\_\_

Transmission: Automatic

Manual

Other: \_\_\_\_\_

Make: \_\_\_\_\_

Interior: Type of Seats

Bucket

60-40

Bench

Floor Mats:

Rubber

Carpet

### Vehicle Equipment:

|                      | Yes                      | No                       |                        | Yes                      | No                       |
|----------------------|--------------------------|--------------------------|------------------------|--------------------------|--------------------------|
| A/C                  | <input type="checkbox"/> | <input type="checkbox"/> | AM Radio               | <input type="checkbox"/> | <input type="checkbox"/> |
| PS                   | <input type="checkbox"/> | <input type="checkbox"/> | FM Radio               | <input type="checkbox"/> | <input type="checkbox"/> |
| PB                   | <input type="checkbox"/> | <input type="checkbox"/> | CD                     | <input type="checkbox"/> | <input type="checkbox"/> |
| Air Brakes           | <input type="checkbox"/> | <input type="checkbox"/> | Cassette               | <input type="checkbox"/> | <input type="checkbox"/> |
| Power Windows        | <input type="checkbox"/> | <input type="checkbox"/> | Does it Run            | <input type="checkbox"/> | <input type="checkbox"/> |
| Power Locks          | <input type="checkbox"/> | <input type="checkbox"/> | Is it Road Worthy      | <input type="checkbox"/> | <input type="checkbox"/> |
| Spotlight            | <input type="checkbox"/> | <input type="checkbox"/> | Is it a Seized Vehicle | <input type="checkbox"/> | <input type="checkbox"/> |
| Rear Window Defogger | <input type="checkbox"/> | <input type="checkbox"/> | Does it have a Title   | <input type="checkbox"/> | <input type="checkbox"/> |
| Trunk Release        | <input type="checkbox"/> | <input type="checkbox"/> | Is it a Salvage Title  | <input type="checkbox"/> | <input type="checkbox"/> |
|                      |                          |                          | Does it have keys      | <input type="checkbox"/> | <input type="checkbox"/> |

Exterior Damage: \_\_\_\_\_

Repair Remarks: (work done recently - include dates)

\_\_\_\_\_

Known Defects:

\_\_\_\_\_

Other General Remarks or Descriptions:

\_\_\_\_\_

Location: \_\_\_\_\_

Contact Name/Email/Phone: \_\_\_\_\_

# RENÉ BATES AUCTIONEERS, INC.



## Interfaith Denton Charity Cars - Ponder, Texas - Online Auction

Closes: July 9, 2010 - Beginning at 2:00 PM CST

**Selling 9 Donated Vehicles Including: 7 Donated Automobiles and 2 Donated Vans**



## City of Sanger, Texas - Online Auction

Closes: July 9, 2010 - Beginning at 3:00 PM CST

**Selling 5 Lots of Metal Shelving Units**



## City of Waco, Texas - Online Auction

Closes: July 12, 2010 - Beginning at 9:00 AM CST

**Selling: Refuse Containers**



## City of Arlington, Texas - Online Auction

Closes: July 12, 2010 - Beginning at 10:00 AM CST

**Selling 169 Items Including: Air Compressors, Ashtrays, AV Storage Units, Benches, Blueprint Plan Holders, Cameras, Cash Register, Chairs, Christmas Tree Stands, Compactor, Computer Accessories, Copiers, Cubicle Panels and Parts, Desks and Credenzas, Display Carts and Stands, Electrical Parts and Accessories, Epoxy Applicator, Erosion Control Berms, Exercise Equipment, File Cabinets, Furniture, Gas Heater, Gymnastic Wall Pads, Irrigation Boxes, Landscape Border Blocks, Light Fixtures, Microwave, Mower and Lawn Maintenance Equipment, Office Equipment and Supplies, Park Bench Slats, Plant Holders, Plotter, Projectors, Refrigerators, Safe, Scoreboards and Accessories, Shelves and Parts, Shovels, Sign Vinyl, Statues, Storage Unit, Tables, Televisions and Accessories, Thermoplastic Applicators, Toilet Paper Dispensers, Tools, Traffic Signal Components, Truck Toolboxes, Vacuum Cleaners, VCR Covers and Cassette Cases, Volleyball Net and Accessories, Water Fountains and Worktables**



## Carrollton/Farmers Branch Independent School District - Carrollton, Texas - Online Auction

Closes: July 12, 2010 - Beginning at 2:00 PM CST

**Selling 101 Items Including: Pickup, Mower, Audio Visual Equipment, Bookcases, Cafeteria Tables, Chairs, Coffee Table, Computers and Accessories, Desks, Drying Racks, Easels, Exercise Equipment, Filing Cabinet, Ironing Boards and Irons, Musical Instruments, Paper Cutter, Pole Vault Mats, Pre-School Furniture, Sewing Machine Cabinets, Stereos, Study Carrels and Tables**

## Ector County, Texas (Odessa) - Online Auction

Closes: July 13, 2010 - Beginning at 10:00 AM CST

**Selling 79 Items Including: 1997 Ford 555E Backhoe/Front Loader, 1990 Cat 966E Loader, 3 Fire Trucks, 3 Cab and Chassis Trucks and Pickup, 1 Utility Body Pickup, 6 Pickups, 2 SUVs, 3 Vans, 4 Automobiles, Dump Trailer, 2 Dump Beds, 1 Seized SUV, 1 Seized Auto, Bingo Board, Cameras, Computers and Accessories, Desks and Chairs, Dishwasher,**

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Dryer, Emergency Vehicle Accessories, Exam Table and Chair, Fingerprint Machine, Fire Extinguishers, Kitchen and Cafeteria Equipment, LP Tank, Microwaves, Mowers and Lawn Maintenance Equipment, Office Equipment and Accessories, Radios, Scales and Card File Boxes, Shelving, Typewriters and Valves



### [Mesquite Independent School District - Mesquite, Texas - Online Auction](#)

Closes: July 13, 2010 - Beginning at 2:00 PM CST

Selling 13 Items Including: 1 School Bus, Desk-Chairs-Cabinets, Office Equipment, Oven, Printers, Projectors and Carts, Speakers



### [Midland County, Texas \(Midland\) - Online Auction](#)

Closes: July 14, 2010 - Beginning at 10:00 AM CST

Selling 16 Items Including: 2 Dump Trucks, 1 Flatbed Truck, 3 Pickups, 2 SUVs, 1 Van and 7 Automobiles



### [City of Van Alstyne, Texas - Online Auction](#)

Closes: July 14, 2010 - Beginning at 12:00 PM CST

Selling Seized 1989 Ford F150 4x4 Extended Cab Pickup



### [Ector County Hospital District - Odessa, Texas - Online Auction](#)

Closes: July 14, 2010 - Beginning at 2:00 PM CST

Selling 45 Items Including: AC Units, Bulletin boards, Cabinets, Camera, Carts, Chairs, Chart Rack, Desks, Eraser Boards, Exam Tables, Micro Fiche Machine, Monitors, Padding Press, Pictures, Refrigerator, Shelving and Bookcases, Tables, Television, Transcription Machine, Typewriter, X-Ray Film Bins



### [Plano Independent School District - Plano, Texas - Online Auction](#)

Closes: July 15, 2010 - Beginning at 9:00 AM CST

Selling 104 Items Including: Audio Visual Equipment, Band Instruments and Accessories, Band Saw, Band Uniforms, Cafeteria and Kitchen Equipment, Computers and Accessories, Copiers, Ice Dispensers, Light Machine, Milk Dispenser, Platform Lift, Risers, Science Table, Tables, Televisions, Washers and Dryers



### [Hill County, Texas \(Blum and Aquilla\) - Online Auction](#)

Closes: July 15, 2010 - Beginning at 10:00 AM CST

Selling: 14 Items Including: 1998 John Deere 310 Backhoe/Front End Loader, Drag Line, 2 Rollers, Bucket Truck, Truck Tractor, Water Truck, Tractor, Brush Cutter/Grinder, Equipment Parts, Chipper/Spreader, Gas Pumps, Power Washer and Steam Cleaner

### [Navarro County Electric Cooperative, Inc. - Corsicana, Texas - Online Auction](#)



Closes: July 15, 2010 - Beginning at 12:00 PM CST  
**Selling 2 Items Including: 2001 Chevrolet C7500 Cab and Chassis Single Axle Truck and 2006 Chevrolet 2500 HD 4x4 Utility Body Pickup**



### Prosperity Bank, Fort Worth Region BANK REPO AUCTION - Keller, Texas - Online Auction

Closes: July 15, 2010 - Beginning at 2:00 PM CST  
**Selling 3 Items Including: 2001 Dodge Ram 3500 1 Ton Flatbed Truck, 1998 Dodge Ram 3500 1 Ton Flatbed Truck and 1998 Fleetwood Dual Tandem Axle Flatbed Trailer**



### Wise County Sheriff's Office, Texas – Abandoned or Impounded Vehicle Auction for Chico Auto Parts Location - Chico, Texas - Online Auction

Closes: July 16, 2010 - Beginning at 9:00 AM  
**Selling 8 Items Including: 7 Impounded or Abandoned Autos and 1 Impounded or Abandoned Pickup**



### Wise County Sheriff's Office, Texas - Abandoned or Impounded Vehicle Auction for Kemp's Wrecker Service Location - Decatur, Texas - Online Auction

Closes: July 16, 2010 - Beginning at 10:00 AM  
**Selling 13 Items Including: 8 Impounded or Abandoned Autos, 1 Impounded or Abandoned Motorcycle, 2 Impounded or Abandoned Pickups and 2 Impounded or Abandoned SUVs**



### Wise County Sheriff's Office, Texas (Decatur) - Online Auction

Closes: July 16, 2010 - Beginning at 12:00 PM CST  
**Selling 83 Items Including: Air Compressor, ATV Mule, Battery Chargers, Camp Kit, CD's, Cell Phones and Cameras, Clothing and Accessories, Computers and Accessories, Dryer, Generators, Gun Cases, Hose Reel, Household Items, Knives, Power Washer, Saddles, Sage, Shop Vac, Speakers and Radios, Stove, Tools and Shop Items, Trolling Motor, Weedeaters and Chain Saws, Wire**



### Alvord Independent School District - Alvord, Texas - Online Auction

Closes: July 16, 2010 - Beginning at 2:00 PM CST  
**Selling 129 Items Including: Battery Backups, Bookcases and Shelves, Cabinets, Cafeteria and Kitchen Equipment, Chairs, Chalk Board, Children Play Furniture, Clothes Racks, Computers and Accessories, Copy Paper, Desks, Doors and Windows, Electric Motors, Fans, File Cabinets, Furniture, Hospital Gowns, Office Supplies, Partitions, Plastic Container, Projectors, Security Camera Covers, Telephones, Televisions and Accessories, Toner, Typewriter Stands**

### City of Rockwall, Texas - Online Auction

Closes: July 19, 2010 - Beginning at 10:00 AM CST  
**Selling 23 Items Including: Cameras, Chairs, Computer Accessories, Copier, Desks, Dining**



City of Rockwall  
*The New Horizon*

Table, Electronics and Electrical Items, Emergency Vehicle Accessories, Filing Cabinets, Household Decorative Items, Lockers, Office Furniture, Office Supplies, Refrigerator and Microwave, Shelving Units, Storage Boxes, Televisions and Accessories, Tools, Wiring and Cords



[Argyle Independent School District - Argyle, Texas - Online Auction](#)

Closes: July 19, 2010 - Beginning at 2:00 PM CST  
Selling: **Modular Building**



[McKinney Independent School District - McKinney, Texas - Online Auction](#)

Closes: July 20, 2010 - Beginning at 9:00 AM CST  
Selling **54 Items Including: Cabinet, Desks, Exercise Equipment, Kiln and File Cabinet, Lights, Monitors, Musical Instrument, Sound Equipment, Stove, Tables and Chairs, Towel Machine and High Jump Bars, Volleyball Net**



[Rylie Family Faith Academy - Dallas, Texas - Online Auction](#)

Closes: July 20, 2010 - Beginning at 10:00 AM CST  
Selling **2 School Buses**



[Eagle Mountain-Saginaw Independent School District - Fort Worth, Texas - Online Auction](#)

Closes: July 20, 2010 - Beginning at 12:00 PM CST  
Selling **207 Items Including: Air Compressors, Animal Scale, Cabinets, Computers and Accessories, Custodial Equipment, Exercise Equipment, Fans, Kitchen and Cafeteria Equipment, Light Fixtures, Lockers, Magazine Racks, Shop Equipment, T-Posts, Tires and Rims, Washer and Dryers, Welding Machines and Booths**



[City of DeSoto, Texas - Online Auction](#)

Closes: July 21, 2010 - Beginning at 10:00 AM CST  
Selling **23 Items Including: 1999 Case 1845C Skid Steer Loader, 2002 Swenson EV100 Spreader, 1999 Case/Altec CX16ATD Cold Planer, 1 Dump Truck, 2 Buses, 2 Utility Body Pickups, 1 Pickup, 2 Automobiles, Seized SUV, 2 Trailers, Jackhammer, Liner Machine, Mowers, Police Vehicle Equipment and Accessories, Snow Chains and Tires**



[Signature Towing, Inc. Abandoned Vehicle Auction for the City of Plano, City of Richardson and City of Allen - Plano, Texas - Online Auction](#)

Closes: July 21, 2010 - Beginning at 12:00 PM CST

13-10

**ALL PAYMENTS FOR THIS AUCTION WILL BE PAID DIRECTLY TO SIGNATURE TOWING, INC. IN CASH, CASHIER'S CHECK OR MONEY ORDER.**

Selling 36 Items Including: 23 Abandoned or Impounded Autos, 2 Abandoned or Impounded Jeeps, 7 Abandoned or Impounded Pickups, 1 Abandoned or Impounded SUVs and 3 Abandoned or Impounded Vans



[City of Arlington, Texas - Online Auction](#)

Closes: July 22, 2010 - Beginning at 10:00 AM CST

Selling 14 Items Including: 2 Fire Trucks, Air Truck, 11 Transit Buses



[San Jacinto County, Texas \(Point Blank and Coldspring\) - Online Auction](#)

Closes: July 22, 2010 - Beginning at 12:00 PM CST

Selling 4 Items Including: Pickup, Office Items



[Bonham Independent School District - Bonham, Texas - Online Auction](#)

Closes: July 22, 2010 - Beginning at 2:00 PM CST

Selling 104 Items Including: CD Carousels, Computer Accessories, Couch and Recliner, Kindergarten Items, Piano, Printer Cartridges and Drums, Projectors, Record Players, Screens, Tape Players, Time Clocks, VCR, Video Editing Machine and Whirlpool Bath



[Collin County Community College District - Central Park Campus - McKinney, Texas - Online Auction](#)

Closes: July 23 2010 - Beginning at 10:00 AM CST

**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING JULY 12, 2010!**

Selling 13 Items Including: Cabinets, Computers and Accessories, Desks, Podiums, Refrigerators, Tables and Chairs



[Collin County Community College District - Preston Ridge Campus - Frisco, Texas - Online Auction](#)

Closes: July 23, 2010 - Beginning at 12:00 PM CST

**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING JULY 12, 2010!**

Selling 18 Items Including: Cabinet, Chairs, Computers and Accessories, Couch, Desks and Tables, Doors and Frames, Office Machines, Panel Systems, Tables, Water Heater and Workstations



[Collin County Community College District - Spring Creek Campus - Plano, Texas - Online Auction](#)

Closes: July 23, 2010 - Beginning at 2:00 PM CST

**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING JULY 12, 2010!**

Selling 18 Items Including: Bookshelves, Cabinets, Computers, Electronics and Televisions, Furniture and Photo Enlargers

13-11

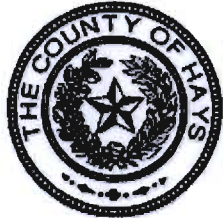




[City of San Marcos, Texas - Online Auction](#)

Closes: July 23, 2010 - Beginning at 3:00 PM CST  
**UNDER CONSTRUCTION - WILL BE OPEN FOR JULY 12, 2010!**

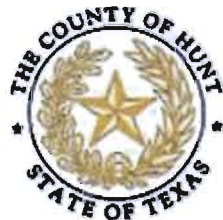
**Selling 25 Items Including: Basketball Court Boards, Bookshelf and Rods, Bulletin Board, Cabinet, Cell Phone and Laptop Bag, Chairs, Desk, Emergency Vehicle Accessories, Exercise Equipment, Keyboard Trays and Office Supplies**



[Hays County, Texas \(San Marcos\) - Online Auction](#)

Closes: July 26, 2010 - Beginning at 10:00 AM CST  
**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING JULY 12, 2010!**

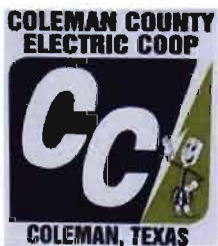
**Selling 36 Items Including: Transit Van, Autos, Van, 3 Livestock Trailers, Seized Wrecker and Seized Pickup**



[Hunt County, Texas \(Greenville and Lone Oak\) - Online Auction](#)

Closes: July 26, 2010 - Beginning at 12:00 PM CST  
**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING ON JULY 12th!**

**Selling 68 Items Including: Utility Body Pickup, Pickup, Van, 7 Automobiles, 2 Trailers, Seized SUV, Seized Pickup, Seized Van, 2 Seized Automobiles, Bicycles, Cafeteria Equipment, Costume Jewelry and Watches, Doors, Drum, Electronics and Miscellaneous, Exercise Equipment, Eye Witness System, Ice Maker, Light Bars and Emergency Vehicle Accessories and Radios, Mobile Vision Cameras, Office Items, Restraint Chair, Tools and Shop Items, Vehicle Parts and More**



[Coleman County Electric Cooperative - Coleman, Texas - Online Auction](#)

Closes: July 26, 2010 - Beginning at 2:00 PM CST  
**UNDER CONSTRUCTION - WILL SOON BE OPEN FOR BIDDING!**

**Selling: 2 Pickups**



[City of League City, Texas - Online Auction](#)

Closes: July 27, 2010 - Beginning at 10:00 AM CST  
**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING JULY 12, 2010!**

**Selling 56 Items Including: Tractor, Cab and Chassis Truck, Box Van, Utility Body Pickups, Pickups, SUV, Automobiles, Seized Auto, Trailers, Wood Chipper, AC Units, Air Compressor, Automotive Accessories, Chair, Computers and Accessories, Emergency Vehicle Accessories, File Cabinets, Gate Valves, Lift, Light Pole, Mowers and Lawn Maintenance Equipment, Pipe, Spreader, Tires and Tire Balancer, Toolbox, Vault Boxes and Voting Machine**

[City of Roanoke, Texas Police Department - Online Auction](#)

Closes: July 27, 2010 - Beginning at 12:00 PM CST  
**Selling: (2) 2005 Honda ST1300P Motorcycles**

13-12



### Carrollton/Farmers Branch Independent School District, Texas - Sale of Real Estate by Sealed Bid Only

Sealed Bids Accepted Until 3:00 PM CST on July 29, 2010 -  
**Selling 1 Parcel of Real Estate. The property to be sold is located at 18115 Justice Lane, further described as:**

**Consisting of Lot Number 1E and the house located on Lot Number 1F, located at 18115 Justice Lane in the City of Dallas, Dallas County, Texas, including .2590 acres, more or less.**

**Minimum bid for Parcel B is \$112,000.00.**



### Cooke County, Texas (Muenster and Gainesville) - Online Auction

Closes: August 4, 2010 - Beginning at 12:00 PM CST  
**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING ON JULY 20th!**

**Selling 6 Items Including: Army Wrecker Truck, Computers and Accessories and Office Items and Motorola Items and Telephones and More, Plotter**



### Lovejoy Independent School District - Allen, Texas - Online Auction

Closes: August 4, 2010 - Beginning at 2:00 PM CST  
**UNDER CONSTRUCTION - WILL BE OPEN FOR BIDDING JULY 14, 2010!**

**Selling 23 Items Including: Computers and Accessories, Display Case, Exhaust Fans, Lights and Fixture, Lockers, Mower, Office Equipment, Pipe, Plan Cabinet, Projectors and Televisions**



### TARRANT COUNTY, TEXAS – JOINT LIVE AUCTION

August 7, 2010 - Beginning at 9:00 AM CST  
**SELLING VEHICLES, EQUIPMENT AND MISCELLANEOUS ITEMS**  
 Including items from: Tarrant County, Texas, Tarrant County Narcotics Unit, Arlington ISD, Tarrant County MHMR and other local entities to be added

[Click here...](#) for a listing of the vehicles and items being sold by Tarrant County. LIST IS NOT AVAILABLE AT THIS TIME. IT WILL BE UPLOADED AS SOON AS IT BECOMES AVAILABLE.



### Public Transit Services - Mineral Wells, Texas - Online Auction - CLOSED

Closes: June 29, 2010 - Beginning at 12:00 PM CST  
**Selling: 16 Transit Vans**

13-13



[City of Plano, Texas - Online Auction - CLOSED](#)

Closes: June 29, 2010 - Beginning at 2:00 PM CST  
Selling 56 Items Including: Barricade Parts, Bicycles, Black Stranded Copper Spools, Casters, Chairs and Tables and Podium, Exercise Bike, Galvanized Pipe Conduit, Grocery Carts, Lighting, Police Accessories, Printer Toner and Ribbons, Rubber Baseboard, Kiln, Lawn Items, Hot Boxes, Paper clips and Staples, Audio and Visual Items and More, Docking Stations, Satellite parts, VHS Players



[City of Grand Prairie, Texas - Online Auction - CLOSED](#)

Closes: June 30, 2010 - Beginning at 10:00 AM CST  
Selling 24 Items Including: Ambulance, Flatbed Truck, Utility Truck, Utility Body Pickup, Van, 10 Automobiles, 2 Harley Davidson Motorcycles, Utility Cart, Trash Pumps, Air Compressor, Push Mower



[San Patricio County, Texas \(Portland, Sinton and Taft\) - Online Auction - CLOSED](#)

Closes: June 30, 2010 - Beginning at 12:00 PM CST  
Selling 16 Items Including: Pickup, Automobiles, Trailer, Forfeiture Autos, Forfeiture Motor Homes, Forfeiture Pickups, Forfeiture SUVs, Forfeiture Trailer and Forfeiture Truck Tractor



[San Marcos Consolidated Independent School District - San Marcos, Texas - Online Auction - CLOSED](#)

Closes: June 30, 2010 - Beginning at 2:00 PM CST  
Selling 43 Items Including: Bookshelves and Book Display, Bulletin Board, Cabinets, Carts, Chalk and White Boards, Computer Station, Copier, Desks and Chairs, Ice Machine, Kitchen and Cafeteria Equipment, Projectors, Tables, Televisions and Tools



[City of Reno, Texas Police Department - Online Auction - CLOSED](#)

Closes: July 1, 2010 - Beginning at 12:00 PM CST  
Selling Impounded 1995 Chevrolet Silverado C1500 Extended Cab Pickup



[Sherman Independent School District - Sherman Texas - Online Auction - CLOSED](#)

Closes: July 1, 2010 - Beginning at 2:00 PM CST  
Selling 39 Items Including: Cafeteria and Kitchen Equipment, Chairs, Desks and Credenzas, End Mill Bits and Bins, File Cabinets, Gas Heaters, Podiums, Projectors and Carts, Sink Tables, Televisions, Washer and Dryer, Wheelchair



[City of Lubbock, Texas - Online Auction - CLOSED](#)

Closes: July 2, 2010 - Beginning at 9:00 AM CST  
Selling 2- 2002 Ford Elf Buses

[City of Lufkin, Texas - Online Auction - CLOSED](#)

13-14



Closes: July 2, 2010 - Beginning at 10:00 AM CST  
Selling 27 Items Including: 2000 Bobcat 873 Skid Steer Loader, Tractor, 2 Pickups, Automobile, Van, Bicycles, Bolt Bins, Computer and Accessories, Electronics, Fishing Poles and Rifle Scopes, Golf Bags and Clubs, Lawn Maintenance Equipment, Mini Bike, R12 Recovery Recycle Center, Recorders, Scanners, Stereo, Tables, Televisions, Tools and Toolboxes, Trailer Tires and Wheelchair



[City of Gainesville, Texas Police Department - Online Auction - CLOSED](#)

Closes: July 2, 2010 - Beginning at 12:00 PM CST  
Selling Seized 1998 Mustang Cobra Convertible



[City of Lubbock, Texas - Online Auction - CLOSED](#)

Closes: July 2, 2010 - Beginning at 2:00 PM CST  
Selling 10 Items Including: Digestion Scrubber, Emergency Vehicle Accessories, Laboratory Equipment, Office Equipment and Shop Accessories



[Northwest Independent School District - Justin, Texas - Online Auction - CLOSED](#)

Closes: July 2, 2010 - Beginning at 3:00 PM CST  
Selling 2 Lots of Wrestling Mats



[Cooke County, Texas \(Gainesville\) - Online Auction - CLOSED](#)

Closes: July 6, 2010 - Beginning at 10:00 AM CST  
Selling 41 Items Including: Can Crusher, Computers and Accessories and Office Items, Mowers and Lawn Items, Power Washer, Telephone System and Televisions, Video Cameras and Accessories and More



[City of Port Aransas, Texas - Online Auction - CLOSED](#)

Closes: July 7, 2010 - Beginning at 10:00 AM CST  
Selling 119 Items Including: 2001 New Holland LB75 BH/FEL, 1997 John Deere 670C Motor Grader, Tank Truck, 9 Pickups, 2 SUVs, 2 Vans, 9 Automobiles, Forfeiture SUV, Air Compressor, Aluminum Grid Pieces, Basketball Hoop, Beer Sign, Bicycles and Scooters, Boat, Carpet, Chairs and Seating, Computers and Accessories, Concrete Form Tubes, Diving Equipment, Dri Dek Mats, Emergency Vehicle Partitions and Light Bars and Related, Fishing Equipment, Generator, Ice Chest, Kitchen and Home Items, Light Shield, Marquee Letters, Metal Detector, Metal Display Sign with Frame Roof, Metal Doors, Mowers and Lawn Items, Office Items, Pickup Tailgate and Bumper, Pool Items, Projector, Radio Antenna, Siding Material, Skate Rink Items, Sprinkler Heads, Equipment Tires and Wheels, Tools and Shop Items, Vibratory Compactor, Water Heater, Water Pumps, Wheels and Casters



[The University of Texas of the Permian Basin - Odessa, Texas - CLOSED](#)

13-15

Closes: July 8, 2010 - Beginning at 12:00 PM CST

**Selling 41 Items Including: Tractor Loaders and Tractors, Utility Carts, Adding Machine, Aerator, Augers, Box, Carts, Cash Register, Computer Accessories, Desks, Doors, Dump Attachment, File Cabinet, Mowers, Radios and Accessories, Safe, Satellite Dishes, Security Equipment, Storage Trailer, Tables, Televisions and Accessories, and Trike**



**Tarrant County, Texas (Fort Worth) - Online Auction - CLOSED**

Closes: July 8, 2010 - Beginning at 3:00 PM CST

**Selling 3 Items Including: 1 Lot of Donkeys, 1 Horse and 1 Goat**



**Rockwall Independent School District - Rockwall, Texas - Online Auction - CLOSED**

Closes: July 9, 2010 - Beginning at 10:00 AM CST

**Selling 46 Items Including: 7 School Buses, Cab and Chassis Truck, AC Units, Basketball Scoreboard, Cabinets, Cafeteria and Kitchen Accessories, Cash Registers, Desks, Office Furniture, Panels, Pickup Bed, Projectors, Risers, Stadium Speakers, Stage Lights and Tables**



**Lubbock Housing Authority - Lubbock, Texas - Online Auction - CLOSED**

Closes: July 9, 2010 - Beginning at 12:00 PM CST

**Selling 19 Items Including: Tractor, Pickup, Van, Air Compressor, Cabinet, Chipper, Edger, Generator, Glass Cutters, Kiln and Molds, Mowers, Paint Sprayer, Sprayer and Welder**



4660 County Road 1006 • McKinney, TX 75071 • (972) 548-9636

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LA LIC 139; NC LIC 5297; OH LIC 57198537789; WV LIC 367; SC LIC 656R

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Wendi Delgado, Administrative Services

**ITEM :**

Discussion and action to allow the City Manger permission to sign a system agreement with Tyler Technologies adding the Incode Court Online Module to the current software system used by the City. The cost related to this item is \$2,900 the first year and \$2,100 every year after which will be paid from the Court Technology Fund and to allow the City Manager to sign an agreement with ETS (Electronic Transaction Systems Corporation) for credit card processing services. (Delgado)

- a. Allow City Manager to sign a System Agreement with Tyler Technologies adding the Incode Court Online Module in the amount of \$2,900.
- b. Allow City Manager to sign an agreement with ETS (Electronic Transaction Systems Corporation) for credit card processing services.

**ITEM BACKGROUND**

Attached: System Agreement Between Tyler Technologies, Inc. and the Town of South Padre Island and Electronic Transaction Systems Corporation – Merchant Application.

**RECOMMENDATIONS/COMMENTS**

Currently the City does not have the ability to collect fine money unless mailed into the Court or paid in person. The Incode Court Online Module will allow individuals who plea guilty or no contest to a citation to pay their fine online by using a debit or credit card. This will allow the individuals who receive citations from out of the area an easier method to pay their fine and therefore hopefully increase Municipal Court Collection amounts.

The City currently used NPS credit card processing services. ETS is used exclusively by Tyler Technologies (Incode Software) as the gateway or sole provider of services related to the Municipal Court Online Module that is also on this agenda. ETS is used by 7000+ municipalities in the United State and is highly recommended by Tyler Technologies. This service in some form is necessary if the City chooses to approve the Municipal Court Online module purchase.

**BUDGET/FINANCIAL SUMMARY**

The cost related to this item is \$2900.00 for the first year and \$2100.00 every year after which will be paid from the court technology fund.

The cost is set as a monthly fee in the amount of \$175.00/month. (\$75.00 to support and host website and \$100.00/month for the support and maintenance fee.) The one time set up fee is \$800.00 which is the reason the first year is more expensive than subsequent years.

Attached: Statement Analysis – for April and May 2010. This attachment shows the pricing difference based on the current company utilized and ETS. For example, if the same transactions occurred, the City would have saved \$103.89 in May and \$193.00 in April. This system will be used internally and incorporated with the Online Payments System.

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

**TYLER COPY**

System Agreement  
Between

Tyler Technologies, Inc.

5519 53rd Street  
Lubbock, Texas 79414  
(800) 646-2633  
(806) 797-4849 Fax

AND

Town of South Padre Island, TX

4501 Padre Blvd  
South Padre Island, TX 78597  
Phone: (956) 761-3078

**tyler**





**AGREEMENT**

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; Town of South Padre Island, TX, hereinafter referred to as CLIENT on, \_\_\_\_\_, 2010.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:
 

|           |  |
|-----------|--|
| Section A | Investment Summary (A-D)               |
| Section B | COMPANY Agreement Terms and Conditions |
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: **Town of South Padre Island, TX**

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

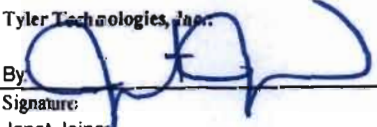
\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Sales Tax Certificate Number

Tyler Technologies, Inc.

By:  \_\_\_\_\_  
 Signature: Janet Joiner  
 Printed Name: Vice President, Finance, Local Government Division  
 Title: \_\_\_\_\_  
 4/10/10  
 Issue Date: \_\_\_\_\_



Customer Name: Town of South Padre Island, TX  
Contact: Tim Howell  
Date: April 10, 2010  
Salesman: Eric Cate

### Investment Summary

|                        |   |                        |                          |
|------------------------|---|------------------------|--------------------------|
| <b>Prepared for:</b>   | Town of South Padre Island, TX                                    | <b>Contract ID # :</b> | 2010-0055                |
| <b>Contact Person:</b> | Tim Howell  | <b>Issue Date:</b>     | 4/10/10                  |
| <b>Address:</b>        | 4501 Padre Blvd<br>South Padre Island, TX 78597<br>(956) 761-3078 | <b>Salesman:</b>       | E. Cate/<br>D. Robertson |
| <b>Phone:</b>          |   | <b>Tax Exempt:</b>     | Yes / No                 |
| <b>Fax:</b>            |   |                        |                          |
| <b>Email:</b>          | thowell@southpadretexas.gov                                       |                        |                          |

|  | Initial Fees | Monthly Fees** |
|--|--------------|----------------|
| <b>Total Monthly Services</b><br><i>Internet Services and Products</i><br><i>**Please note this is not an Annual agreement, the fees listed herein are monthly fees.</i> | 800          | 175            |
| <b>Totals</b>  | 800          | 175            |

14-5



Customer Name:  
Contact:  
Date:  
Salesman:

Town of South Padre Island, TX  
Tim Howell  
April 10, 2010  
Eric Cate

**Online Services and Products**

| Service  | QTY | Charges    | Initial Year | Annual Fee |
|--|-----|------------|--------------|------------|
| <b>INCODE Online Component Setup</b>   |     |            |              |            |
| One Time Setup Fee<br>- Hardware Configuration<br>- DNS registration   | 1   | 800        | 800          |            |
| Monthly fee to support and host Web site   |     | 75 /month  | 900          | 900        |
| <b>INCODE Court Online Component</b>   |     |            |              |            |
| Monthly support/maintenance fee<br>- Display of citation/citations for payment<br>- Collects plea from defendant<br>- Security - SSL (Secure Socket Layer)<br>- Payment Processing - Credit Card<br>- Payment packet is created to be imported to Court System |     | 100 /month | 1,200        | 1,200      |
| <i>NOTE: Defendant pays \$1.50 fee per transaction for payment on-line.</i>  |     |            |              |            |
| <b>Total</b>   |     |            | 2,900        | 2,100      |

Note: INCODE's Online modules support merchant accounts through ETS and Authorize.net.  
INCODE's Online modules utilize INCODE Web Services which require a dedicated public IP address (provided by Entity).

14-6

# COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY and the party signing this agreement as the "SUBSCRIBER".

## DEFINITIONS

**COMPANY Web Services** COMPANY Web Services are designed to enable SUBSCRIBER to easily establish a presence on the Internet. COMPANY Web Hosting and Design is composed of the COMPANY Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

**COMPANY Utility Billing On-Line** The COMPANY Utility Billing On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Utility Billing System to citizens with Internet access. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

**COMPANY Court On-Line** The COMPANY Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. Since it was designed by COMPANY, this system interfaces seamlessly with COMPANY's InCourt Municipal Court System.

**COMPANY Building Projects On-Line** The COMPANY Building Projects On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Building Projects System to citizens with Internet access. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their Building Projects over the Internet using a credit card.

**COMPANY Business License On-Line** The COMPANY Business License On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Business License System to citizens with Internet access. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Business License status, business license renewal and the opportunity to pay their Business License over the Internet using a credit card.

**COMPANY Accounts Receivable On-Line** The COMPANY Accounts Receivable On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Accounts Receivable System to citizens with Internet access. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Current balance, contract status, and the opportunity to pay the Accounts Receivable over the Internet using a credit card.

**COMPANY Call Center On-Line** The COMPANY Call Center On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Call Center System to citizens with Internet access. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.

## AGREEMENTS

- 1) TERM.** SUBSCRIBER must return an executed copy of this Agreement to COMPANY within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 1, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) days notice of said intent. In the event that the SUBSCRIBER fails to pay any amount payable to COMPANY hereunder, when due, or fails to comply with any other provision of this Agreement, COMPANY may terminate the SUBSCRIBER's rights by written notice to that effect to the SUBSCRIBER. COMPANY may, by written notice to the SUBSCRIBER, terminate its obligations under this Agreement in the event that COMPANY, for whatever reason, ceases to host SUBSCRIBER's Web Site. A termination of the SUBSCRIBER's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the COMPANY concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If SUBSCRIBER wishes to terminate before the stated term expires, SUBSCRIBER must give sixty (60) days written notice in order not to incur termination costs of \$525.00. Please also see section entitled "TERMINATION" in this Agreement.

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# COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

- 2) **NATURE OF WEB SITE.** COMPANY shall maintain a web site accessible over the Internet, for SUBSCRIBER. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by SUBSCRIBER. This data may include certain data elements from SUBSCRIBER's Tyler Software System. This web site shall be equipped to accept payment of amounts owed to SUBSCRIBER, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
- 3) **DATA PROCUREMENT.** COMPANY must host the components and services listed in the Investment Summary of this Agreement. The SUBSCRIBER will be required to setup a merchant account with Electronic Transaction System Corporation or authorized.net for the sole use of COMPANY Web Service transactions. The merchant account must be setup to fund to the SUBSCRIBER bank account. All fees for the merchant account will be paid by SUBSCRIBER.

SUBSCRIBER will be required to install and run Tyler Web Services in order for the COMPANY On-Line application to access and transfer the necessary data from the SUBSCRIBER's primary software system, to COMPANY's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to SUBSCRIBER. COMPANY will assume responsibility for transferring such information back to SUBSCRIBER on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of SUBSCRIBER.

- 4) **LICENSED SOFTWARE OWNERSHIP.** SUBSCRIBER agrees that COMPANY possesses exclusive title to and ownership of the COMPANY Software.
- SUBSCRIBER agrees that SUBSCRIBER acquires neither ownership nor any other interest in the COMPANY Software, except for the right to use and possess the COMPANY Software in accordance with the terms and conditions of this Agreement.
  - All rights not expressly granted to SUBSCRIBER in this Agreement are retained by COMPANY.
  - SUBSCRIBER agrees that COMPANY Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by COMPANY are and shall remain the exclusive property of COMPANY. SUBSCRIBER agrees that the COMPANY Software consists of COMPANY's trade secrets. COMPANY shall retain all copyrights in the COMPANY Software, whether published or unpublished.
  - COMPANY agrees that all data provided to COMPANY for the purposes of generating the web site shall remain the property of SUBSCRIBER. Should SUBSCRIBER terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, COMPANY agrees to return to SUBSCRIBER, all graphics, text documents, and data files held by COMPANY.
- 5) **SUBSCRIBER MEMBERSHIP FEES.** For establishing new COMPANY Web Services, the SUBSCRIBER shall pay to COMPANY the amounts as stated in the Investment Summary.
- 6) **NOT ASSIGNABLE.** The rights of the SUBSCRIBER under this Agreement are not assignable without the prior written consent of COMPANY. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the SUBSCRIBER is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 7) **SOFTWARE MAINTENANCE.** This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. COMPANY reserves the right to change the functionality of future releases of its software and CLIENT understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.
- 8) **PARTIAL INVALIDITY.** Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.
- 9) **RESPONSIBILITY OF DATA.** COMPANY will assume responsibility for all data transfer, but not responsible for data accuracy.
- 10) **SITE REQUIREMENTS.**
- CLIENT shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of CLIENT's firewall settings. **No wireless Internet connections allowed.**

# COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

- b. COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

**11) PROPRIETARY INFORMATION.**

- a. Distribution of COMPANY Software. SUBSCRIBER may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
- b. Software as Trade Secret. SUBSCRIBER shall maintain the confidentiality of the Software and unless specifically authorized by COMPANY or except for ordinary and necessary backup purposes, SUBSCRIBER may not make or have made any copies of the Software or any part thereof. SUBSCRIBER shall include COMPANY's proprietary notice or other legend on any copies made by SUBSCRIBER as permitted hereunder.

**12) WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY.** COMPANY warrants that the Software will substantially conform to current specifications delivered by COMPANY to SUBSCRIBER pursuant to this Agreement, including COMPANY's response to the Request for Proposal for six (6) months following installation; provided, however, that COMPANY's warranty hereunder shall not cover or apply to any software or part thereof that is not developed or designed by COMPANY. In the event that the Software is found to be defective in such respect and SUBSCRIBER notifies COMPANY in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, COMPANY's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13) HOLD HARMLESS.** SUBSCRIBER agrees that it will hold COMPANY harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to

- a. SUBSCRIBER's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
- b. SUBSCRIBER's unauthorized alterations to or use of the Software, or
- c. SUBSCRIBER's breach of any of its obligations to maintain the confidentiality of the Software or SUBSCRIBER's unauthorized copying thereof.

**14) TERMINATION.** This Agreement or any license referenced hereunder may be terminated by COMPANY upon written notice to SUBSCRIBER if SUBSCRIBER performs any breach of the terms of this Agreement. At the date of termination of this Agreement, SUBSCRIBER shall promptly return to COMPANY any Software, related documentation, materials and other property of COMPANY then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.

**15) GENERAL.**

- a. This Agreement shall be governed by the laws of SUBSCRIBER's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
- b. All acceptances by COMPANY of purchase orders and all sales by COMPANY are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of SUBSCRIBER's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of COMPANY. Any such additional or different terms are hereby objected to. All acceptances by COMPANY are expressly conditional on SUBSCRIBER's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, SUBSCRIBER should notify COMPANY at once.



Merchant Application

Merchant #: 11828161 MCC: 9399

MERCHANT NAME (DBA or Trade Name) TOWN OF SOUTH PADRE ISLAND
CORPORATE/LEGAL NAME (if Different)
LOCATION ADDRESS 4601 PADRE BLVD
CITY SOUTH PADRE ISLAND State TX Zip 78597
CONTACT NAME WENDI DELGADO CONTACT EMAIL ADDRESS WDELGADO@SOUTHPADRETEXAS.GOV CONTACT PHONE (956) 761-3244 FEDERAL TAX ID# 74-1756542

DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD? [X] No [ ] Yes
HAVE MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS? [X] No [ ] Yes
PRINCIPALS
Principal #1 Name: First: JONI Middle Init: Last: CLARKE SSN: 999-99-9999 % Ownership: Title: CITY MANAGER

Principal #2 Name:
First: Middle Init: Last: SSN: % Ownership: Title:
Home Address: City: State: Zip: Date of Birth:
Home Phone: DL# / State: Email Address:

TYPE OF BUSINESS: [ ] Individual/Sole Proprietorship [ ] Partnership [ ] Corporation [ ] LLC [ ] Non-Profit [ ] Board Run/Operated
NATURE OF BUSINESS: [X] Retail [ ] Retail w/Tip [ ] Mail/Phone Order [ ] Internet [ ] Restaurant [ ] Fast Food [ ] Lodging [ ] QSR [ ] Convenience [ ] Public Sector [ ] Petroleum [ ] Utility

Method of Acceptance: (Totals to equal 100%) Credit Cards Swiped: 90% MO/TO 5% Key Entered: 5% Internet: 0%
Annual V/MC Volume: \$ 60,000.00 Ave. Ticket: \$ 200.00
High Ticket: \$ 565.00 Refund/Return Policy

Product or Service being Offered:
Merchant Name to appear on Statement: [X] DBA Name [ ] Legal Name

GOVERNMENT SERVICES
MERCHANT SOFTWARE/SERVICER: NAME: EMONEY VERSION: 4.7
DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT? [X] No [ ] Yes
HAVE MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY? [X] No [ ] Yes

BANK ACCOUNT INFORMATION: [X] Checking Account [ ] Savings Account Bank Name: INTERNATIONAL BANK OF COMMERCE
Transit # (ABA Routing): 114911580 Account # (DDA): 1010018523
DRAFT ACCOUNT INFORMATION: Bank Name: INTERNATIONAL BANK OF COMMERCE
Transit # (ABA Routing): 114911580 Account # (DDA): 1010018523

SCHEDULE A: VISA/MASTERCARD DISCOUNT RATES & FEES:
Based on anticipated qualification level indicated above, fees will vary for transactions not qualifying at the level indicated. Fees, Dues and Assessments for Visa and MasterCard are included.

Table with columns: CARD FEES, OTHER FEES. Rows include VISA CPS Retail, MC Merit 3, Discover, INTERCHANGE (COST) PLUS, VISA BASIS POINTS, MC BASIS POINTS, Discover BASIS POINTS, PIN Based Debit (COST) Plus, Application Fee, Monthly Minimum Fee, Equipment Reprogramming Fee, Training Fee, Statement Fee, ACH Fee, EMOney Setup Fee, EMOney User Fee, EMOney Monthly Fee, ECP Net Fee, Chargeback Fee, Internet Setup Fee, Internet Monthly Fee, T & E, AMEX, Anti Fee.

You have the option of accepting MasterCard credit cards, Visa credit cards, Discover credit cards, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards). You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your application will be processed to accept ALL MasterCard, Visa and Discover card types.
Excluded Visa, MC or Discover card types NOT to accept:

Site Inspection:
Merchant: [X] Owns [ ] Rents [ ] Leases Landlord:
Building Type: [ ] Shopping Cntr. [ ] Office Building [ ] Industrial Building [ ] Residence
Area Zoned: [X] Commercial [ ] Industrial [ ] Residential
Square Footage: [ ] 0-500 [ ] 501 - 2500 [ ] 2501 - 5000 [X] 5001 - 10000+
Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business? [ ] No [X] Yes
Comments:
Inspector Name: SEAN LYNCH Inspector Date: Signature:

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**MO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 75% SWIPE:**

What percentage of sales are to: Business Consumer \_\_\_\_\_ % Individual Consumer \_\_\_\_\_ %

Method of Marketing:  Newspaper/magazine  Television/Radio  Internet  Direct Mail, Brochure and/or Catalog  Outbound Telemarketing Sales  Other: \_\_\_\_\_

Percentage of products sold via: Telephone Orders \_\_\_\_\_ % Mail Fax Orders \_\_\_\_\_ % Internet Orders \_\_\_\_\_ % Other \_\_\_\_\_ %

Who processes the order?  Merchant  Fulfillment Center  Other \_\_\_\_\_

Who enters credit card information into the processing system?  Merchant  Fulfillment Center  Consumer  Other \_\_\_\_\_

If credit card payment information taken over the Internet, is payment channel encrypted by SSL or better?  No  Yes

If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized?  No  Yes if yes please provide the following:

Merchant Certificate Number \_\_\_\_\_ Certificate Issuer \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Is Certificate  Individual  Shared

Do you own the product/inventory?  No  Yes Is the product stored at your business location?  No  Yes If so, where is it stored? \_\_\_\_\_

After charge authorization, how long until product ships? \_\_\_\_\_ days Who ships the product? \_\_\_\_\_

Product shipped by:  Merchant  Other \_\_\_\_\_ Delivery receipt requested?  Yes  No

**MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE**

By their execution below, the undersigned parties agree to abide by the Merchant Transaction Processing Agreement (the "AGREEMENT"). The AGREEMENT consists of the merchant application and the terms and conditions (a separate attachment hereto), and merchant acknowledges receipt of the terms and conditions at the time of signing. Merchant warrants that the information provided on the application is complete and accurate. Merchant authorizes FNBO to provide a copy of their application to any third party for the services requested. Merchant, and its signing officer/owner/partner, authorize FNBO, or its agents or assigns to make, from time to time any business and personal credit and other inquiries. Depending upon merchant's authorization and settlement composition, the references to Discover Network in this AGREEMENT may not apply, and merchant may contract directly with Discover Network for these services.

**THIRD PARTY DISCLAIMER**

MERCHANT has indicated above which services it is requesting. MERCHANT agrees that FNBO is not a party to any agreement for services from the following companies: American Express and that any such agreements are strictly between MERCHANT and each individual company. MERCHANT must be approved by each company and each company may send its agreement to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's agreement. (\*NOTE: Depending upon MERCHANT's authorization and settlement composition, MERCHANT may not have a direct agreement with Discover Network and instead will receive Discover Network services through this agreement with FNBO. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply.)

**MERCHANT:**

Principal #1:  \_\_\_\_\_  
 Print Name: JONI CLARKE Date: \_\_\_\_\_

Principal #2:  \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

First National Bank of Omaha, Omaha NE:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name and Title \_\_\_\_\_

Electronic Transaction Systems Corporation (ETS):  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name and Title HADI AKKAD - VP

**CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR**

THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of First National Bank of Omaha and SPC Inc. (collectively referred to as "FNBO") and ETS. For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between FNBO and ETS and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to FNBO, together with all costs, expenses, and attorneys' fees incurred by FNBO or ETS in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require FNBO or ETS to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize FNBO, ETS their agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at ETS' request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by FNBO of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and FNBO or ETS.

Principal #1:  \_\_\_\_\_  
 Print Name: JONI CLARKE Date: \_\_\_\_\_

Principal #2:  \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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## BANK DISCLOSURE

**Member Bank Information:** First National Bank of Omaha, 1620 Dodge St, Omaha NE • Phone (800) 228-2443

### Important Bank Responsibilities:

1. First National Bank of Omaha, Omaha NE is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. First National Bank of Omaha, Omaha NE is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
3. First National Bank of Omaha, Omaha NE is responsible for all funds held in reserve that are derived from settlement.
4. First National Bank of Omaha, Omaha NE is responsible for and must provide settlement funds to the Merchant.
5. First National Bank of Omaha, Omaha NE must be a principal (signer) to the Merchant Agreement

### Merchant Information: Refer to Merchant Application

#### Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Review and understand the terms of the Merchant Agreement.
3. Maintain fraud and chargebacks below thresholds.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member First National Bank of Omaha, Omaha NE - is the ultimate authority should the Merchant have any problems.

Principal #1: \_\_\_\_\_

Principal #2: \_\_\_\_\_

Print Name: JONI CLARKE Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CORPORATE RESOLUTION:**

1. \_\_\_\_\_, the duly elected, qualified and acting \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (the "Company"), do hereby certify as follows:

|                       |              |                             |                      |
|-----------------------|--------------|-----------------------------|----------------------|
| Corporate Secretary** | Office Title | Legal Corporate Name of Co. | Incorporation Status |
|-----------------------|--------------|-----------------------------|----------------------|

The following resolutions were duly adopted by the board of directors/managing member(s)/general partners (circle one) of the Company: WHEREAS, the Company desires to enter into a Merchant Agreement (the "Merchant Agreement") with First National Bank of Omaha, Omaha NE ("Bank") and Electronic Transaction Systems Corporation, a Virginia company ("ETS"), a copy of which Merchant Agreement is attached hereto as Exhibit "A"; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank and ETS will provide certain credit card financing and processing for VISA and/or MASTERCARD credit card purchases made by the Company's customers; WHEREAS, pursuant to the terms of the Merchant Agreement, (a) the Company may be required to establish a Reserve Account (as defined in the Merchant Agreement) and (b) Bank may require the Company to direct certain funds relating to credit card purchases to such Reserve Account; WHEREAS, pursuant to the terms of the Merchant Agreement, Bank may require the Company to execute instruments evidencing Bank's security interest in the Operating Account (as defined in the Merchant Agreement) and Reserve Account; and WHEREAS, pursuant to the terms of the Merchant Agreement, the Company is required to comply with strict requirements concerning the processing of credit card transactions and the sale of the Company's products. NOW, THEREFORE, BE IT RESOLVED, that the Merchant Agreement by and among the Company, Bank and ETS, pursuant to which Bank and ETS shall act as the Company's exclusive provider of VISA and/or MASTERCARD credit card financing and processing services, is hereby approved and adopted in the form attached to these resolutions, together with such additions, changes or modifications as may be deemed necessary, advisable or appropriate by the officer(s) executing or causing the same to be completed; and RESOLVED FURTHER, that in connection with the Merchant Agreement, the appropriate officer(s) of the Company is/are hereby authorized to establish (a) an Operating Account into which funds from credit card sales by the Company will be directed, and (b) if necessary, a Reserve Account into which funds from credit card sales by the Company may be directed by Bank in accordance with the provisions of the Merchant Agreement; RESOLVED FURTHER, that the Company hereby grants Bank a security interest in the funds held by the Company in the Operating Account and Reserve Account, and the appropriate officer(s) of the Company is/are hereby authorized to execute all documents reasonably required by Bank to perfect such security interests; RESOLVED FURTHER, that the appropriate officer(s) of the Company is/are hereby authorized to enter into such additional agreements, and take such additional actions as may be reasonably required by Bank or ETS in connection with the Merchant Agreement; and RESOLVED FURTHER, that the Secretary/managing member/general partner (circle one) of the Company is hereby authorized to deliver to Bank and ETS a Certificate (i) identifying the officers of the Company, (ii) verifying the signatures of such officers, and (iii) certifying a copy of these resolutions, and Bank and ETS are hereby authorized to rely on such Certificate until formally advised by a like certificate of any changes therein, and is hereby authorized to rely on any such additional certificates.

2. Each person listed below (an "Officer") (i) holds the office in the Company indicated opposite his or her name on the date hereof, (ii) the signature appearing opposite his or her name is the genuine signature of each such Officer, (iii) each such Officer, acting individually, is authorized to execute and deliver the Merchant Agreement and each of the agreements and documents contemplated by the Merchant Agreement (collectively, the "Transaction Documents") on behalf of the Company, and (iv) each such Officer, acting individually, is authorized to perform the Company's obligations under the Transaction Documents on behalf of the Company:

| 3. NAME | OFFICER | SIGNATURE     |
|---------|---------|---------------|
| _____   | _____   | _____ X _____ |
| _____   | _____   | _____         |

IN WITNESS WHEREOF, I have executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Sign: \_\_\_\_\_  
X \_\_\_\_\_  
Name: TITLE: Corporate Secretary\*\* or Print Officer Title

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## TERMS AND CONDITIONS

In consideration of the mutual covenants herein, Bank, ETS CORPORATION and Merchant have agreed as follows

### ARTICLE I - DEFINITIONS

- 1.01 "Account" means a commercial checking account maintained by Merchant as set forth in Section 5.16 for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.
- 1.02 "ACH" means the Automated Clearing House paperless entry system controlled by the Federal Reserve.
- 1.03 "Agreement" means these terms and conditions and any supplementary documents indicated herein.
- 1.04 "Authorization" means a computerized function or a direct phone call to a designated number to examine individual Transactions to obtain approval from the Card Issuer to charge the Card for the amount of the sale.
- 1.05 "Card" means (i) a valid credit card in the form issued under license from Visa U.S.A., Inc. Visa International, Inc. or MasterCard International, Inc. ("Bank Card"); or (ii) any other valid credit card accepted by Merchant by agreement with Bank and ETS CORPORATION.
- 1.06 "Card Association" means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc. or any other Card Issuers that provide Cards that are accepted by Merchant by agreement with Bank and ETS CORPORATION.
- 1.07 "Card Issuer" means the financial institution or company which has provided a Card to a Cardholder.
- 1.08 "Card Not Present (CNP)" means that an Imprint of the Card is not obtained at the point-of-sale.
- 1.09 "Cardholder" means the person whose name is embossed upon the face of the Card.
- 1.10 "Chargeback" means the procedure by which a Sales Draft (or disputed portion thereof) is returned to Bank by a Card Issuer because such item does not comply with the applicable Card plan's operating regulations.
- 1.11 "Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.12 "Imprint" means (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically capturing Card Data and printing a Sales Draft.
- 1.13 "Mid or Non-Qualifying Transaction" means any sale Transaction that fails to qualify for lowest interchange rate assigned by the applicable Card Association for the standard card industry code of Merchant and which may be charged fees as set forth in Schedule A.
- 1.14 "Sales Draft" means the paper form, whether electronically or manually imprinted, evidencing a sale Transaction.
- 1.15 "Transaction" means any sale of products or services, or credit for such, from a Merchant for which the customer makes payment through the use of any Card and which is presented to Bank for collection.
- 1.16 "Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction from the Card Issuer, whether by voice or voice-activated systems.

### ARTICLE II - CARD ACCEPTANCE

#### 2.01 Honoring Cards

(a) Merchant will accept all valid Cards when properly presented by Cardholders in payment for goods or services, subject to Visa rules requiring Merchant to elect whether it will accept credit only, debit only or both debit and credit Cards. Merchant's election is set forth in the Application. (b) Merchant shall not establish minimum or maximum amounts for Card sales as a condition for accepting any Card. (c) Merchant shall not require any Cardholder to pay as a surcharge any part of any discount or charge imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, Merchant may not, by this term, be prevented from offering discounts to customers for cash purchases. (d) Merchant shall not engage in a Card Transaction (other than a mail order, telephone order, ecommerce or preauthorized sale to the extent permitted under this Agreement) if the person seeking to charge the purchase to his or her Card account does not present the Card to permit Merchant to compare the signature on the Card to the signature on the Sales Draft and obtain an Imprint or otherwise use the physical Card to complete the Transaction.

#### 2.02 Advertising

(a) Merchant agrees to prominently display the promotional materials provided by Bank and ETS CORPORATION in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) shall be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and ETS CORPORATION. (b) Merchant may use promotional materials and Marks during the term of this Agreement and shall immediately cease use and return any inventory to Bank or ETS CORPORATION upon any termination thereof. (c) Merchant shall not use any promotional materials or Marks associated with Visa or MasterCard in any way which suggests or implies that either endorses any goods or services other than Bank Card services.

#### 2.03 Card Acceptance. When accepting a Card, Merchant will follow the steps provided by Bank and ETS CORPORATION for accepting Cards and will:

(a) Determine in good faith and to the best of its ability that the Card is valid on its face; (b) Obtain Authorization from the Card Issuer to charge the Cardholder's account; (c) Unless the Sales Draft is electronically generated or is the result of a mail, phone or preauthorized order, (i) obtain an Imprint of the Card including embossed data from the merchant imprinter plate; and (ii) obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (d) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (e) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or, if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (f) Offer the Sales Draft to Bank for purchase according to Bank's procedures and the terms of this Agreement; and (g) Make an Imprint of the Card, if the Transaction is not based upon a mail, phone or pre-authorized order.

#### 2.04 Authorization

(a) Merchant will obtain an Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization through the use of a terminal, Merchant will request a Voice Authorization from Bank's designated authorization center and will legibly print the authorization number on the Sales Draft. (b) Merchant shall not obtain or attempt to obtain authorization from Bank's authorization center unless Merchant intends to submit to Bank a Transaction for the authorized amount if Authorization for the Transaction is given. (c) Merchant shall not divide a single Transaction between two or more Sales Drafts on a single Card to avoid Authorization limits that may be set by the Card Issuer. (d) Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale and that an Authorization (i) is not a guarantee that the Transaction will not be subject to dispute or Chargeback or (ii) does not warranty the identity of the Cardholder (e) Merchant shall not attempt to obtain an authorization by successively decreasing the sale amount. (f) Bank or ETS CORPORATION reserves the right to refuse to purchase or process any Sales Draft presented by Merchant (i) unless a proper authorization or approval code has been recorded on the Sales Draft; (ii) if Bank or ETS CORPORATION determines that the Sales Draft is or is likely to become un-collectible from the Cardholder to which the transaction would otherwise be charged; or (iii) if Bank or ETS CORPORATION has reason to believe that the Sales Draft was prepared in violation of any provision of this Agreement.

#### 2.05 Retention and Retrieval of Cards

(a) Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card (i) when receiving such instructions when making a request for Authorization or (ii) if Merchant has reasonable grounds to believe the Card is counterfeit, fraudulent or stolen. (b) The obligation of Merchant imposed by this section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property, and Merchant will hold Bank and ETS CORPORATION harmless from any claim arising from any injury to person or property or other breach of the peace in connection with the retention or recovery of a Card.

#### 2.06 Personal Information of Cardholder. Merchant as a condition of sale may not impose a requirement on Cardholders to provide any personal information as a condition for honoring Cards unless such information is required to provide delivery of goods or services or Merchant has reason to believe the identity of the person presenting the Card may be different than that of the Cardholder.

#### 2.07 Multiple Transaction Records: Partial Consideration

Merchant shall not prepare more than one Sales Draft for a single sale or for a single item but shall include all items of goods and services purchased in a single Transaction in the total amount on a single Sales Draft except under the following circumstances: (i) For purchases in separate departments of a multiple department store; (ii) For partial payment, installment payment, delayed delivery or an advance deposit; or (iii) For delayed or amended charges governed by rules for travel and entertainment merchants and Transactions.

#### 2.08 Telephone Orders, Mail Orders, eCommerce, Preauthorized Orders and Installment Orders

(a) Unless Merchant has been approved by Bank to accept mail, phone or ecommerce orders, Merchant warrants that it is a walk-in trade business, located in a retail business place where the public moves in and out freely in order to purchase merchandise or obtain services. If Merchant is found to be accepting Card Transactions without Bank's authorization, which are placed by telephone, generated through telephone solicitation, mail order or other means that does not create a Sales Draft that bears the Card imprint and Cardholder's signature, this Agreement will be immediately terminated and the value of all Sales Drafts collected from the first day of processing may be charged back to Merchant and all funds therefrom shall be held pursuant to Section 4. (b) Unless approved by Bank, this Agreement does not contemplate regular acceptance of Cards for sales accepted by telephone, mail or ecommerce nor through preauthorized orders. If an occasional Card Transaction is made by mail, phone or preauthorized order, the Sales Draft may be completed without the Cardholder's signature or an Imprint, but in such case Merchant shall create a Sales Slip containing Cardholder data, an Authorization number, the sale amount and the letters "MO", "TO" or "PO", as appropriate. Receiving an Authorization shall not relieve the Merchant of liability for Chargeback on any Transaction for which the Merchant did not obtain an Imprint or the Cardholder's signature.

**2.09 Lodging and Vehicle Rental Transactions**

(a) Merchant must estimate and obtain Authorization for the amount of the Transaction based upon the Cardholder's intended length of stay or rental. Additional Authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount. (b) Regardless of the terms and conditions of any written preauthorization form, the Sales Draft amount for any lodging or vehicle rental Transaction shall include only that portion of the sale, including any applicable taxes, evidencing a bona fide rental of real or personal property by Merchant to the Cardholder and shall not include any consequential charges. Nothing contained herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Card Transaction.

**2.10 Returns and Adjustments; Credit Vouchers**

(a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with operating regulations of the applicable Card Association's regulations. Merchant agrees to disclose, if applicable, to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, delivery charges, or other non-credit terms). (b) If Merchant does not make these disclosures, a full refund in the form of a credit to the cardholder's Card account must be given. Disclosures must be made on all copies of Sales Drafts or invoices in letters approximately 1/4" high in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale or on an invoice being presented for the Cardholder's signature. (c) Any change in Merchant's return or cancellation policy must be submitted in writing to Bank and ETS CORPORATION not less than fourteen (14) days prior to the change. Bank or ETS CORPORATION reserves the rights to refuse to process any Sales Draft made subject to a revised return or cancellation policy of which Bank and ETS CORPORATION have not been notified as required herein.

**2.11 Cash Payments.** Merchant shall not receive any payments from a Cardholder for charges included in any Transaction resulting from the use of any Card nor receive any payment from a Cardholder to prepare and present a Transaction for the purpose of effecting a deposit to the Cardholder's Card account.

**2.12 Cash Advances; Scrip Purchases.** Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant's Card or the Card of any other party and shall not accept any Card at a scrip terminal. Merchant agrees that either such action shall be grounds for immediate termination.

**2.13 Duplicate Transactions.** Merchant shall not deposit duplicate Transactions. Merchant shall be debited for any adjustments for duplicate Transactions and shall be liable for any Chargebacks which may result therefrom.

**2.14 Deposit of Fraudulent Transactions.** Merchant shall not accept or deposit any fraudulent Transaction and may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Agreement. If Merchant deposits any prohibited Transaction, Merchant may be immediately terminated, and Bank may hold funds and/or demand an Escrow pursuant to Sections 4.02 and 5.06; further, Merchant may be subject to the Visa and MasterCard reporting requirements set forth in Section 4.02 (c). Merchant understands and agrees that it is responsible for its employees' action, whether negligent or fraudulent, while in its employ.

**2.15 Collection of Pre-existing Debt.** Merchant shall not prepare and present to Bank for purchase any Transaction representing the refinancing of an existing obligation of a Cardholder including, but not limited to, obligations (i) previously owed to Merchant, (ii) arising from the dishonor of a Cardholder's personal check, Chargeback, and/or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

**2.16 Release of Cardholder Account Information.** Merchant will not, under any circumstances, release, sell or otherwise disclose any Cardholder's account number or any information relating to any Cardholder's account number or any Sales Drafts or Credit Vouchers which may have been imprinted with any Card to any person other than Bank, ETS CORPORATION or the applicable Card Association and, except as expressly authorized in writing by the Cardholder, or as required by law. Further, Merchant agrees to store any material containing Cardholder account information in a secure manner or destroy such information at the proper time in a fashion which renders the data unreadable. Merchant agrees to also notify Bank and ETS CORPORATION of any existing third party involved in the payment process that may have access to cardholder data and obtain approval from the Bank and ETS CORPORATION prior to entering into any third party arrangement whereby such third party would have access to cardholder data.

**2.17 Compliance with Card Association Rules.** Merchant shall comply with and conduct its Card activities in accordance with all applicable Card Association rules and regulations.

Failure to comply with such rules and regulations, may result in Merchant being terminated for cause and listed on the Terminated Merchant File. With respect to MasterCard or Visa USA, Merchant shall not (i) accept cardholder payments for previous Cards charges incurred at the Merchant location; (ii) establish a minimum or maximum transaction amount as a condition for honoring a Card; (iii) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (iv) add any surcharge to transactions; (v) add any tax to transactions, unless applicable law expressly requires that Merchant be permitted to impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (vi) enter into interchange any transaction receipt for a transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of cardholder approval (Merchant may pursue payment from the customer outside the Card Association system); (vii) request or use an account number of any purpose other than as payment for its goods or services; (viii) disburse funds in the form of travelers cheques, if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant; (ix) disburse funds in the form of cash, unless Merchant is a Lodging or Cruise Line Merchant disbursing cash to a Cardholder; Merchant is dispensing funds in the form of travelers cheques, Cards, or foreign currency; or Merchant is participating in the Card Association Cash Back Service; (x) accept a Card for the purchase or scrip; (xi) accept a Card for manual cash disbursement; (xii) accept a Card to collect or refinance existing debt that has been deemed uncollectible by the Merchant providing the associated goods or services; or (xiii) enter into Interchange a Transaction that represents collection of a dishonored check.

**2.18 Merchant's Business.** (a) Merchant shall provide Bank with immediate notice of its intent to (i) transfer or sell any substantial part of its total assets, or liquidate; (ii) change the basic nature of its business, including selling any products or services not related to its current business; (iii) change ownership or transfer control of its business; (iv) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; (v) alter in any way Merchant's approved monthly volume and average ticket; or (vi) changes its return policies or to another fulfillment house different from those identified in Merchant Application. (b) Merchant shall provide Bank and ETS CORPORATION with prompt written notice if it becomes subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding. (c) Failure to provide notice as required above may be deemed a material breach and shall be sufficient grounds for termination of Merchant and for exercise by Bank and/or ETS CORPORATION of all their rights and remedies provided by this Agreement. In the event any of the changes listed above should occur, Bank and ETS CORPORATION shall have the option to re-negotiate the terms of this Agreement or provide immediate notice of termination. (d) With notice and during Merchant's normal business hours, Bank or ETS CORPORATION's duly authorized representatives may visit Merchant's business premises and may examine only that part of Merchant's books and records that pertain to the acceptance of Cards and transactions processed.

**2.19 Warranties of Merchant.** Merchant hereby provides the following warranties to Bank and ETS CORPORATION:

(a) All information contained in Merchant's application for processing services or any other documents delivered to Bank and /or ETS CORPORATION in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers. (b) Merchant has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject. (c) Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so. (d) There is no action, suit or proceeding at law or in equity now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations. (e) Each Sales Draft presented to Bank for collection is genuine and is not the result of any fraudulent or prohibited Transaction or is not being deposited on behalf of any business other than Merchant as authorized by this Agreement. Further, Merchant warrants that each Sales Draft is the result of a bona fide Card Transaction for the purchase of goods or services from Merchant by the Cardholder in the total amount stated on the Sales Draft. (g) Merchant has performed or will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced thereby. (h) Merchant has complied with Bank's procedures for accepting Cards, and the Card Transaction itself shall not involve any element of credit for any other purposes other than as set forth in this Agreement, and shall not be subject to any defense, dispute, offset or counterclaim which may be raised by any Cardholder under the Card Associations' rules, the Consumer Credit Protection Act (15 USC 1601) or other relevant state or federal statutes or regulations. (i) Merchant warrants that any Credit Voucher which it issues represents a bona fide refund or adjustment on a Card sale by Merchant with respect to which a Sales Draft has been accepted by Bank.

**ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK**

**3.01 Acceptance.** Bank shall accept from Merchant all Sales Drafts deposited by Merchant under the terms of this Agreement and shall present the same to the appropriate Card Issuers for collection against Cardholder accounts. Merchant is required to transmit Sales Drafts and Credit Vouchers to Bank or its processing vendor on the same or next business immediately following the day that such Sales Drafts and Credit Vouchers have been originated. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and regulations of the Card Associations. Bank shall only provisionally credit the value of collected Sales Drafts to Merchant's Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks (actual and anticipated), fees, penalties, late submission charges, Reserve deposits, negative Sales Draft batch deposits and items for which Bank did not receive final payment.

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- 3.02 **Endorsement.** The presentation of Sales Drafts to Bank for collection and payment is Merchant's agreement to sell and assign all its right, title and interest in each Sales Draft completed in conformity with Bank's acceptance procedures and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf.
- 3.03 **Prohibited Payments.** Bank shall have the sole right to receive payment of any Sales Draft presented by Merchant and paid by Bank unless and until there is a Chargeback. Unless specifically unauthorized in writing by Bank, Merchant shall not make or attempt to make any collections on any Sales Draft, including Chargebacks, and shall hold in trust for Bank and shall promptly deliver in kind to Bank any payment Merchant receives, in whole or in part, of the amount of any accepted Transaction, together with the Cardholder's name and account number and any correspondence accompanying the payment.
- 3.04 **Chargebacks.**  
 (a) Merchant agrees to accept for chargeback any sale for which: (i) The Cardholder disputes the validity of the sale according to prevailing Card Association regulations. (ii) An Issuer or Bank determines that Merchant has any way failed to comply with Card Association regulations or Bank's procedures in accepting a Card and presenting the resulting Sales Draft to Bank for purchase. (b) Section 2.03 notwithstanding, Merchant acknowledges that Bank shall have full recourse to charge back the amount of a Card sale for which the Cardholder disputes that he/she authorized the charge if (i) the Imprint of the Card or (ii) the signature of the Cardholder was not obtained by Merchant. (c) Merchant shall not initiate a sale Transaction in an attempt to collect a Chargeback. (d) Merchant agrees to pay the current published fees for each Chargeback as listed on Schedule A.

ARTICLE IV - TERMINATION AND EFFECT OF TERMINATION

4.01 **Term: Termination.**

(a) This Agreement shall become effective upon acceptance by Bank and shall continue until party has provided written notice of cancellation/termination given no less than thirty (30) days prior to termination of services. Bank or ETS CORPORATION may terminate this Agreement immediately without prior notice if (i) either party has reason to believe that fraudulent Card Transactions or other activity prohibited by this Agreement is occurring at any Merchant location; (ii) such action is taken to prevent loss to Bank, ETS CORPORATION or Card Issuers; or (iii) Merchant appears on any Card Association's security reporting. All rights and obligations of the parties existing hereunder as of the effective time of termination shall survive the termination hereof. (b) If any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously therewith automatically terminate, and any amounts due to Bank or ETS CORPORATION shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by either Bank or ETS CORPORATION. Notwithstanding such termination, Bank, at its sole discretion, may determine that Consent to Merchant's subsequent assumption of this Agreement is in Bank's and ETS CORPORATION's best interests. In such event, the assumption will be made under terms and conditions that are acceptable to Bank, including the provision for adequate security, and comply with the applicable federal or state laws governing such assumption.

**Effect of Termination.**

(a) **Suspension of Payment.** In the event of termination regardless of cause, merchant expressly authorizes Bank to withhold and discontinue the disbursement for all Cards and other payment transactions of Merchant in the process of being collected and deposited. (b) **Reserve Account.** Collected funds will be placed in a non-interest bearing account at Bank (the "Reserve Account") until Merchant pays any equipment cancellation fees and any outstanding charges, losses or amounts and for chargebacks for which Merchant has provided indemnification under this Agreement. Further, Bank reserves the right to require Merchant to deposit additional amounts based upon Merchant's processing history and/or anticipated risk of loss to Bank into the Reserve Account. Bank and ETS CORPORATION shall be granted a continuing security interest in the Reserve Account. The Reserve Account shall be maintained a minimum of one hundred and eighty (180) days after the termination date and for any reasonable period thereafter during which Cardholder disputes may remain valid under the Card Associations' regulations. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all other expenses, losses and damages have been paid will be disbursed to Merchant. (c) If Merchant is terminated for cause, Merchant acknowledges that Bank may be required to report Merchant's business name and the names and other identification of its principals to the Merchant Alert to Control High Risk Merchants (MATCH file) maintained by Visa and MasterCard. Merchant expressly agrees and consents to such reporting in the event Merchant is terminated for any of the reasons requiring listing on the MATCH file. Furthermore, Merchant waives and shall hold harmless Bank and ETS CORPORATION from any claims which Merchant may raise as a result of such reporting. (d) Upon termination for any reason, Merchant will immediately cease requesting Authorizations. In the event Merchant obtains any Authorization after termination, Merchant expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement. (e) Following termination, Merchant shall upon request provide Bank with all original and electronic copies of Sales Drafts and Credit Vouchers that have been retained by Merchant as of the date of termination.

ARTICLE V - MISCELLANEOUS

- 5.01 **Account Monitoring.** Merchant acknowledges that ETS CORPORATION and/or Bank will monitor Merchant's daily deposit activity. Merchant agrees that Bank may upon reasonable grounds suspend the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. ETS CORPORATION and/or Bank will make good faith efforts to notify Merchant promptly. ETS CORPORATION and/or Bank shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement.
- 5.02 **Forms.** Merchant shall use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by Bank or ETS CORPORATION, and Merchant shall not use such forms other than in connection with Card Transactions.
- 5.03 **Records.** In addition to any records routinely furnished to Bank or ETS CORPORATION pursuant to this Agreement, Merchant shall preserve a copy of the actual paper Sales Drafts and Credit Vouchers and any written authorization of the Cardholder for at least two (2) years after the date Merchant presents the Transaction to Bank.
- 5.04 **Requests for Copies.** Immediately upon receipt of any request by Bank or ETS CORPORATION, Merchant shall provide either the actual paper Sales Draft or a legible copy thereof (in size comparable to the actual Sales Draft) and any other documentary evidence available to Merchant and reasonably requested by Bank or ETS CORPORATION to meet Bank's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.
- 5.05 **Compliance with Law.** Merchant shall comply with all laws applicable to Merchant, Merchant's business and any Card Transaction, including without limitation all state and federal consumer credit and consumer protection statutes and regulations.
- 5.06 **Fees and Charges.** Merchant shall pay to Bank the fees and charges set forth on Schedule A including any additional charges applied to transactions that fail to meet Card Association requirements for the lowest interchange levels. Merchant's Account will be debited through ACH or withheld from daily payments to Merchant for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Bank and ETS CORPORATION shall have the right to change fees, including adding fees for additional services utilized by Merchant, upon thirty (30) days written notice.
- 5.07 **Security.** Merchant agrees that all of its obligations under this Agreement shall be secured to Bank and ETS CORPORATION by all deposit accounts maintained by Merchant with Bank, including deposits made by Merchant as collateral or funds withheld by Bank or ETS CORPORATION as the result of routine security monitoring, and by all other personal property that serves as collateral for any other indebtedness arising out of Merchant's business and owed by Merchant to Bank or ETS CORPORATION. Merchant agrees that if Bank determines that the proceeds of Merchant's future Card sales are unlikely to cover anticipated Chargebacks, credits, fees and adjustments, as reasonably determined by Bank or ETS CORPORATION (whether because this Agreement has been terminated or for any other reason), Bank may fully or partially prohibit withdrawal by Merchant of funds from Merchant's deposit accounts maintained with financial institutions other than Bank, pending a determination from time to time by Bank and ETS CORPORATION to exercise their respective rights as a secured party against such accounts in partial or full payment of Merchant's obligations to Bank and ETS CORPORATION.
- 5.08 **Modifications to Agreement.** This Agreement is subject to amendment to conform with Card Association regulations, as amended from time to time. From time to time Bank and ETS CORPORATION may amend any provision or provisions of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant by mailing written notice to Merchant of the amendment at least thirty (30) days prior to the effective date of the amendments, and the amendment shall become effective unless Bank or ETS CORPORATION receives Merchant's notice of termination of this Agreement before such effective date. Amendments required due to changes in either Card Association's rules and regulations or any law or judicial decision may become effective on such shorter period of time as Bank may specify if necessary to comply with the applicable rule, regulation, law or decision.
- 5.09 ETS CORPORATION MAKES NO WARRANTIES REGARDING THE USE, OPERATION OR PERFORMANCE OR NON-PERFORMANCE OF SOFTWARE AND SYSTEMS UTILIZED FOR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND ETS CORPORATION EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
- 5.10 **Supplementary Documents.** Reference to "this Agreement" includes any valid schedules, appendices and amendments thereto.

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**5.11 Limitation of Liability; Indemnity.**

(a) Bank's and ETS CORPORATION's liability, whether joint or several, with respect to any Card Transaction shall not exceed the amount of the Sales Draft in connection with that Transaction less any applicable fees and charges. Bank and ETS CORPORATION shall in no event be liable for any incidental or consequential damages whatsoever. (b) Neither ETS CORPORATION nor Bank shall be liable for any losses, claims, demands, penalties, actions, delays, costs or expense, including reasonable attorney's fees, of any kind unless Merchant provides written notice to ETS CORPORATION or Bank of the occurrence that gave rise to the alleged liability within thirty (30) days of the date Merchant knew or should have known of the occurrence. (c) Merchant hereby agrees to indemnify and hold Bank and ETS CORPORATION harmless from any claim relating to any Sales Draft paid for by Bank as may be made by anyone by way of defense, dispute, offset, counterclaim or affirmative action, or for any damages of or losses that either Bank or ETS CORPORATION may incur as a result of Merchant's breach of this Agreement. Further, Merchant shall reimburse Bank or ETS CORPORATION, as the case may be, for all expenses and costs, including attorney's fees, with regard thereto.

**5.12 Waiver.** Failure by Bank or ETS CORPORATION to enforce one or more of the provisions of this Agreement shall not constitute a waiver of the right to enforce the same or other provision in the future.

**5.13 Notices.** All notices and other communications required or permitted under this Agreement shall be deemed delivered when mailed first class mail, postage prepaid, addressed as follows:

- a) ETS Corporation 10 Pidgeon Hill Drive Sterling Virginia 20165
- b) First National Bank of Omaha
- c) If to Merchant, at the address provided as the billing address and to the contact listed on the Merchant Application.

**5.14 Choice of Law; Jurisdiction.** Any claim or cause of action arising out of this Agreement against Bank alone shall be initiated and maintained in the state courts located in Salt Lake County, Utah, in which case this Agreement shall be governed and construed under the laws of that state. Any other claim or cause of action, regardless of which party shall be the complainant, shall be initiated and maintained in the state courts located in Loudoun County Virginia, in which case this Agreement shall be governed and under the laws of the State of Virginia.

**5.15 Entire Agreement; Assign ability.** This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof and except as provided herein, may be modified by only in writing executed by all parties hereto. This Agreement may not be assigned, directly or by operation of law, without the prior written consent of Bank and ETS CORPORATION. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors and assigns.

**5.15 Deposit Account.** Merchant shall at all times maintain an Account at a bank that is a member of the Federal Reserve ACH System and shall provide Bank and ETS CORPORATION with proper authorization for debiting of the Account. All credits for collected funds and debits for fees, payments and Chargebacks and other amounts for which Merchant is liable under the terms of this Agreement shall be made to the Account. Merchant may not close or change the Account without written notice to Bank or ETS CORPORATION. Merchant will be solely liable for all fees and costs associated with the Account and for all overdrafts. Merchant hereby grants to Bank and ETS CORPORATION a security interest in the Account to the extent of any and all fees, payments and Chargebacks and other amounts due which may arise under this Agreement, and Merchant shall execute any document and obtain any consents or Waivers from the bank at which the Account is maintained as requested by Bank or ETS CORPORATION to protect their security interests therein.

**Credit and Financial Inquiries; Additional Locations; Inspections**

(a) Merchant authorizes Bank and ETS CORPORATION to make, at any time, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance activities subsequent to acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit and/or criminal check of the business including its proprietor, partners, principal owners or shareholders or officers. If requested to do so by Bank or ETS CORPORATION, Merchant shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or ETS CORPORATION may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices. (b) Merchant may accept Cards only at locations approved by Bank. Additional locations may be added, subject to Bank's and ETS CORPORATION's approval. Any party to this Agreement may delete any location by providing notice as provided herein. (c) Merchant agrees to permit Bank or ETS CORPORATION, at any time and from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this paragraph shall be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement. (d) Representatives of Bank or ETS CORPORATION may, during normal business hours, inspect, audit and make copies of Merchant's books, accounts, records and files pertaining to any Card Transaction.



Attn: Wendi Delgado  
City of South Padre Island

June 14, 2010

**Statement Analysis**

Processing with ETS you will have Interchange Plus pricing with a Twenty (.20) basis point spread on Visa and MasterCard, \$.23/transaction, and a \$7.50 statement fee

**ETS**

Month Ending 5.2010 - Merchant # ending 6667

|                                       |                   |
|---------------------------------------|-------------------|
| <u>VISA Credit</u>                    |                   |
| \$500.00 @ 1.84%                      | = \$9.20          |
| <u>VISA Debit</u>                     |                   |
| \$4,230.00 @ 1.25%                    | = \$52.88         |
| <u>VISA Bus</u>                       |                   |
| \$829.00 @ 1.84%                      | = \$15.25         |
| <u>VISA Assessment</u>                | = \$5.15          |
| <u>MC Credit</u>                      |                   |
| \$265.00 @ 1.88%                      | = \$4.98          |
| <u>MC Debit</u>                       |                   |
| \$441.00 @ 1.30%                      | = \$5.73          |
| <u>MC Assessment</u>                  | = .78             |
| <u>VISA/MC Per Item Fee</u>           |                   |
| \$.23 @ 26                            | = \$5.98          |
| <u>VISA Bus Card Elec/Non TRVL</u>    |                   |
| \$829.00 @ 1.41%                      | = \$11.69         |
| <u>VISA Key Enterer/MOTO</u>          |                   |
| \$1,108.00 @ .76%                     | = \$8.42          |
| <u>VISA Key Enterer/MOTO/Emrg Mkt</u> |                   |
| \$161.00 @ .31%                       | = \$.50           |
| <u>MC Non Auth/Past time Frame</u>    |                   |
| \$265.00 @ .70%                       | = \$1.86          |
| <u>MC Trans Fee</u>                   | = \$.08           |
| <u>Statement Fee</u>                  | = \$7.50          |
| <u>Visa Base II Tran Fee</u>          | = \$.32           |
| <u>ETS Total</u>                      | = \$130.32        |
| <u>Current Processor Total</u>        | = \$234.21        |
| <b>ETS Savings</b>                    | <b>= \$103.89</b> |

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**ETS**

Month Ending 4.2010 - Merchant # ending 6667

|   |                   |
|---|-------------------|
| <u>VISA Credit</u>                      |                   |
| \$994.00 @ 1.84%                        | = \$18.29         |
| <u>VISA Debit</u>                       |                   |
| \$5,560.00 @ 1.25%                      | = \$69.50         |
| <u>VISA Bus</u>                         |                   |
| \$145.00 @ 1.84%                        | = \$2.67          |
| <u>VISA Assessment</u>                  | = \$6.19          |
| <u>MC Credit</u>                        |                   |
| \$298.00 @ 1.88%                        | = \$5.60          |
| <u>MC Debit</u>                         |                   |
| \$478.00 @ 1.30%                        | = \$6.21          |
| <u>MC Bus</u>                           |                   |
| \$667.00 @ 1.88%                        | = \$12.54         |
| <u>MC Assessment</u>                    | = \$1.40          |
| <u>Disc Credit</u>                      |                   |
| 298.00 @ 1.86%                          | = \$5.54          |
| <u>Disc Assessment</u>                  | = \$.28           |
| <u>VISA/MC Per Item Fee</u>             |                   |
| \$.23 @ 36                              | = \$8.28          |
| <u>VISA Bus Card Elec/Non TRVL</u>      |                   |
| \$145.00 @ 1.41%                        | = \$2.04          |
| <u>VISA Key Enterer/MOTO</u>            |                   |
| \$1,547.00 @ .76%                       | = \$11.76         |
| <u>MC Comm Data Rate II/Bus Card II</u> |                   |
| \$667.00 @ .62%                         | = \$4.14          |
| <u>MC Key Enter/MOTO/OTF/Emrg Mkts</u>  |                   |
| \$463.00 @ .31%                         | = \$1.44          |
| <u>Disc Key Enterer//CNP/Rwds</u>       |                   |
| \$298.00 @ .41%                         | = \$1.22          |
| <u>Chargebacks</u>                      | = \$15.00         |
| <u>MC Trans Fee</u>                     | = \$.08           |
| <u>Statement Fee</u>                    | = \$7.50          |
| <u>Visa Base II Tran Fee</u>            | = \$.42           |
| <br>                                    |                   |
| <u>ETS Total</u>                        | = \$180.10        |
| <u>Current Processor Total</u>          | = \$373.80        |
| <br>                                    |                   |
| <b>ETS Savings</b>                      | <b>= \$193.70</b> |



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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Wendi Delgado, Administrative Services

**ITEM :**

Discussion and action to allow the City Manager to sign an Interlocal Cooperation Contract with the Texas Department of Public Safety which will allow the city to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgement ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

**ITEM BACKGROUND**

Attached: Interlocal Cooperation Contract

**RECOMMENDATIONS/COMMENTS**

The Municipal Court is striving for new ideas and ways to increase fine collections. This is a method used by many municipalities in the state of Texas as a tool to increase collections.

**BUDGET/FINANCIAL SUMMARY**

Attached: There is no cost related to the Interlocal Cooperation Contract to the City. To the extent that a political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code 706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

# Interlocal Cooperation Contract

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

## I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the \_\_\_\_\_ of \_\_\_\_\_, a local political subdivision of the State of Texas.

## II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

## III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

“Department” or “TDPS” means the Texas Department of Public Safety.

“Failure to Appear Program” or “FTA Program” refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

“Failure to Appear System” or “FTA System” refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” refers to the State of Texas.

“Local political subdivision” refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

#### **IV. Governing Law**

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

#### **V. Venue**

The parties agree that this contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

#### **VI. Application and Scope of Contract**

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

## **VII. Required Warning on Citation for Traffic Law Violations**

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

## **VIII. FTA Report**

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
  - (2) the name of the local political subdivision submitting the report;
  - (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
  - (4) the date of the alleged violation;
  - (5) a brief description of the alleged violation;
  - (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
  - (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

## **IX. Clearance Reports**

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

## **X. Compliance with Law**

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

## **XI. Accounting Procedures**

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

## **XII. Payments to Vendor**

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas  
7320 North Mo Pac Expressway, Suite 310  
Austin, Texas 78731  
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

## **XIII. Litigation and Indemnity**

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs

of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgment awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

#### **XIV. Contract Modification**

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

#### **XV. Severability**

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

#### **XVI. Multiple Counterparts**

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

#### **XVII. Effective Date of Contract**

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice may be given at the following addresses:



Local Political Subdivision  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Texas Department of Public Safety  
Safety Project Administrator, FTA Program  
5805 North Lamar Boulevard  
Austin, Texas 78773-0001  
(512) 424-5948 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF  
PUBLIC SAFETY**

**LOCAL POLITICAL SUBDIVISION\***

\_\_\_\_\_  
Oscar Ybarra  
Chief of Finance

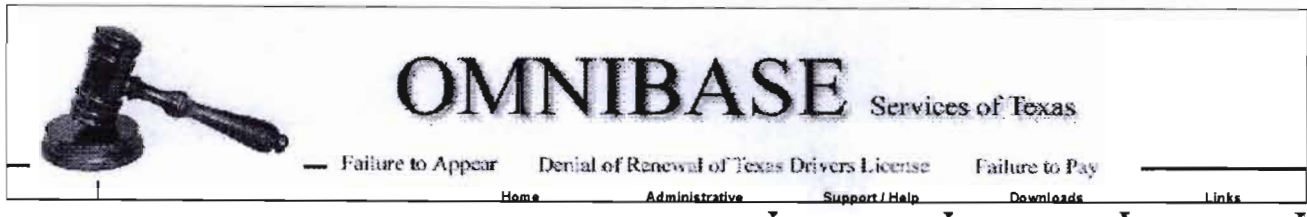
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.



Failure to Appear Statistics

### Program Summary

#### Court Requirements:

A contract between the Texas Department of Public Safety and a political subdivision must be in effect to implement the provisions of Texas Transportation Code, Chapter 706. The Contract shall automatically renew on a yearly basis, absent notification of non-renewal. However, either party may terminate this Contract by notifying the other in writing thirty (30) days prior to the expiration date of intentions not to renew the Contract. After termination, the local political subdivision has a continuing obligation to report final dispositions and collect fees for all violators in the FTA system at the time of termination.

In order to have a violator entered into the FTA system, political subdivisions must electronically send a FTA report with the following information:

- Name of the political subdivision submitting the report
- Name and date of birth
- Texas Driver License number (Texas Identification Card number unacceptable)
- Address
- Offense(s) and date(s)
- Brief description of the alleged violation
- Fine amount
- Docket number and jurisdiction
- Statement that the person failed to appear or failed to pay or satisfy a judgement
- Date that the person failed to appear or failed to pay or satisfy a judgement
- Name and date of birth
- Texas Driver License number (Texas Identification Card number unacceptable)
- Address
- Offense(s) and date(s)
- Brief description of the alleged violation
- Fine amount
- Docket number and jurisdiction
- Statement that the person failed to appear or failed to pay or satisfy a judgement
- Date that the person failed to appear or failed to pay or satisfy a judgement

The \$30.00 administrative fee should be included in the reported court fee in order to provide accurate fine information to the violator.

It is the responsibility of all political subdivisions to provide accurate, complete and non-duplicative information.

#### Vendor Services:

The Texas Department of Public Safety has contracted with OmniBase Services of Texas, LP to assist with the automation of the FTA Program. OmniBase will be utilized as the source database of original FTA record entries from the political subdivisions. This automated information system accurately stores and accesses records that will be made available to the Department.

OmniBase will maintain records on each person after compliance for five years and indefinitely on those who do not comply. This contractor will also maintain accessible customer support services, including a toll-free telephone line to answer and resolve questions from persons who are subject to denial of their driver license.

OmniBase will provide and maintain complete and accurate records on all transactions with political subdivisions and the Department. Data collected from any political subdivision, including the Department, shall be considered confidential and such data shall be used only for the purposes established in the contract.

OmniBase will provide the necessary protocol for using electronic methods and software to the political subdivisions at no cost.

OmniBase will mail the initial letter to the offender on modified Department letterhead. It lists the court name, offense date, docket number, outstanding offense description, fines, costs, and fee amount, the originating court's address and telephone number, a toll-free number for inquiries, as well as sanctions for non-compliance.

#### Clearance Requirements:

Within 5 business days, an originating court should provide clearance information on the reported violator to the Vendor. All information will be entered on a computer and uploaded to the Vendor. If final disposition is received, it should be provided in the following manner:

7.0 Million Offenses Entered

57.3% cleared

Number of Cities Participating: 684

Number of Counties Participating: 228

We would like to welcome these courts to the FTA Program

- Aledo
- Amason
- Buda
- Crystal City
- Dalley
- Edwards County
- Eubank
- Ft Stockton
- Garden Ridge
- Guadalupe County
- Lucas
- Matagorda County
- Niles
- Mount Vernon
- Muenster
- Nazareth
- Plougerville
- Richmond
- Rising Star
- Santa Rosa
- Shiner County
- Terrill Hills
- Tzohine
- Van Horn
- Watauga
- Waxahachie
- Willow Park

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- Name
- Texas Driver License number
- Docket number
- Plea
- Disposition
- Penalty

All clearance information must be transmitted within 5 business days of the time and date that the originating court receives compliance or other information that satisfies the individual's obligation to appear in the originating court.

A \$30.00 administrative fee will apply to each FTA offense. Twenty dollars (\$20.00) of each fee collected will be sent to the State Comptroller's office on or before the last day of the month following the end of the calendar quarter. The local political subdivision must pay the Vendor a fee of six dollars (\$6.00) for each offense that has been reported to the Vendor. The remaining four dollars (\$4.00) will be retained by the political subdivision.

In the event that the individual is acquitted of the underlying charge, then no payment will be made to the State or the Vendor. In the event that court costs and fees are not received by the local political subdivision (e.g. if the court rules an individual as indigent or the individual dies) then no payment will be made to the State or the Vendor. If an individual is ordered to pay court costs and fees, but is not assessed a fine, payment to the Vendor is still required.

Timely payment must be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

#### DPS Services:

Once information has been transmitted to the Vendor, a data cartridge tape is produced and delivered to DPS. The tape contains all entries as well as final dispositions that have occurred since the previously delivered tape.

Upon receipt at DPS, the FTA data cartridge is downloaded into the mainframe computer. The Department will perform an edit against all driver records and all erroneous data will be rejected and returned to the political subdivision for correction. All accepted data will automatically turn on a FTA flag for the appropriate driver record.

In lieu of a driver license renewal notice, the Department will notify FTA offenders by letter and inform the offender that the renewal of his/her license will be denied. In addition, the letter will provide the toll-free number for compliance information and will inform the offender of the consequences of driving while license invalid (DWLI). (See Transportation Code §521.457.)

If the FTA offender should go to the Driver License office to renew their license, after receiving notice of denial, they will be issued a sixty day temporary permit. If the offender inquires about outstanding FTA citations, the clerk will refer the offender to the toll-free number provided by the vendor.

Upon receipt at DPS headquarters, renewal requests with outstanding FTA citations will be withheld from the license manufacturing process. The renewal request is updated on the basic screen and the driver record is marked, "DENY RENEWAL LTR #2-FTA".

The Department will generate a second letter to the FTA offender that will inform the offender that his/her driver license will not be renewed because of outstanding FTA citations. In addition, the letter will inform the offender that upon the expiration of the temporary permit, all driving privileges will be denied. The letter will provide the toll-free number for compliance information; inform the offender of the driving while license invalid (DWLI) consequences, and inform him/her that upon compliance, the driver license will be produced and mailed.

After compliance is received, an automated process will be utilized to produce a driver license and the record will reflect "COMPLIANCE RECEIVED-FTA". The driver license is then mailed to the individual.

If a person does not comply and/or the person does not attempt to renew their license (including offenders who attempt to renew their license up to one year prior to the expiration), upon sixty days after the expiration of the driver license or the issuance of a temporary permit, whichever comes first, a third letter will be generated to notify the individual that he/she is officially denied renewal of his/her driver license. The Department will simultaneously update the driver record to reflect "DENY RENEWAL-FTA". The FTA offender will then fall under the existing DWLI statutes if found operating a vehicle.

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** Wendi Delgado, Administrative Services

**ITEM :**

Discussion and action to approve amendment to the Town of South Padre Island Employee Handbook Section 25.0 *Educational Assistance* policy to create a \$2500.00 cap on the amount of educational assistance an employee could be reimbursed during a fiscal year. The current policy has no maximum amount listed.

**ITEM BACKGROUND**

Attached: 25.0 Educational Assistance Policy – Town of South Padre Island Employee Handbook.

The original policy is shown with a strike through all language. All new language is noted in red.

**RECOMMENDATIONS/COMMENTS**

The City’s current policy states “may have tuition and mandatory fees paid by the Town”. This wording does not state a maximum amount. The current tuition rates and certification program costs are very expensive. This policy would allow the City to accurately budget and apply consistent amounts for all employees who request assistance. The policy has also been amended to include a formal process for requesting educational assistance along with an official form.

**BUDGET/FINANCIAL SUMMARY**

This policy change will cap the amount of educational reimbursement that any one employee can receive from the City in a time period of one fiscal year.

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

## ***25.0 Educational Assistance***

~~At the present time, and subject to availability of funds, a regular full time employee who wishes to continue education off the job in order to improve job qualifications, skills or knowledge directly related to the employee's position with the Town, may have tuition and mandatory fees paid by the Town. However, time off from work to attend school classes is not permitted unless approved by the City Manager. Reimbursement may be made after successful completion (a grade of a C or better). A certificate of successful completion and receipt of payment must be submitted. Prior written approval must be granted by the Department Director and the City Manager.~~

It is a policy of the City to encourage employee development through formal education in order for an employee to maintain and improve job-related skills or prepare for advancement within the City. Therefore, the City shall reimburse the cost of tuition and mandatory fees for courses which an employee takes through a school or institution that is approved by the Texas Education Agency (TEA) or other nationally recognized board of accreditation, and as provided in this policy.

**A. Procedure/Rule** - This policy applies to a regular, full-time employee with at least twelve consecutive months of service with the City. An employee is required to submit a City of South Padre Island Education Assistance Program form prior to enrollment for classes.

1. A course which is eligible for reimbursement shall, in the opinion of the Department Head, increase an employee's competence in his/her present job, prepare him/her for advancement in the City or culminate in a certificate or degree.

2. The maximum benefit for reimbursement per applicant shall be equal to the cost of tuition and mandatory fees not to exceed \$2,500 per fiscal year.

3. This program is subject to available funding on a fiscal year basis, as determined by the annual budget process.

4. The City shall not pay the cost of tuition and mandatory fees which are paid by other sources, such as scholarships, grants, veterans programs, U.S. Military Reserves, aid programs or other subsidies.

5. Whenever possible, classes should be scheduled during non-working hours. If a course is available only during working hours, supervisors are encouraged to allow flexible scheduling of work to allow completion of the employee's normally scheduled work hours per week. Final approval on flexible scheduling will be at the discretion of the City Manager.

6. While educational assistance is expected to enhance an employee's performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment or a pay increase.

7. Employees will not be paid for time attending class, and such time will not be considered hours worked for purposes of calculating overtime.

**B. Reimbursement Process** - An employee shall submit a written request for education reimbursement on an official city expense report to his/her immediate supervisor, who shall request approval from the Department Director. Upon approval of the Department Director, the supervisor shall then forward the request to the Human Resources Division for review and approval. Enrollment in a class does not guarantee reimbursement if it has not been approved by the Department Director and Human Resources.

1. The program reimburses the cost of tuition and mandatory fees only and does not include the costs for supplies, travel or late fees.

2. An employee must receive a grade of "C" or better to be reimbursed.

3. The employee shall obtain and submit to the Human Resources Division receipts for tuition and mandatory fees along with the employee's official school grade report for reimbursement.

4. The program does not apply to training or courses that are required by the City. It also does not cover professional licensing and professional development seminars. Any course, training, licensing or certification required by the City shall be covered by the training funds within each department as approved.

5. Upon completion of a course in which an employee receives reimbursement, an employee must provide at a minimum, one year of service to the City. If an employee discontinues employment for any reason prior to providing one year of service, the employee is required to reimburse the City for those funds.

6. The City Manager or designee retains ultimate discretion to approve requests for reimbursement.

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

**MEETING DATE:** July 21, 2010

**EXECUTIVE SESSION**

**ITEM DESCRIPTION**

Pursuant to TEXAS GOVERNMENT CODE, Section 551.071, Consultation with Attorney; Section 551.072, Deliberations about Real Property; Section 551.074, Personnel Matters, an Executive Session will be held to discuss:

- a. Consultation with Attorney, deliberation regarding appeal and mediated settlement of a recently terminated City employee.
- b. Consultation with Attorney, deliberation regarding the value and possible acquisition and/or sale of real property.

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** City Council

**ITEM DESCRIPTION**

Discussion and action regarding the appeal and mediated settlement of a recently terminated City employee.

**RECOMMENDATIONS/COMMENTS**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

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

**MEETING DATE:** July 21, 2010

**NAME/DEPT.:** City Council

**ITEM DESCRIPTION**

Discussion and action regarding the value and possible acquisition and/or sale of real property.

**RECOMMENDATIONS/COMMENTS**

**COMPREHENSIVE PLAN GOAL**

**COUNCIL ACTION**

**Motion:** \_\_\_\_\_

**Second:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_