

**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, OCTOBER 19, 2016**

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

CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR

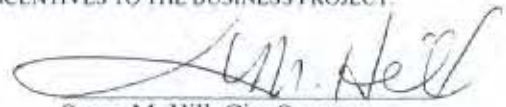
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to order
2. Pledge of Allegiance
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. Presentations and Proclamations:
  - a. Proclamation: Chamber of Commerce Week
5. Approve Consent Agenda:
  - a. Approve minutes of October 5, 2016 Regular meeting. (S. Hill)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve the 2016/2017 Unincorporated Cameron County District 1 Zone 6 Emergency Services contract for Fire and EMS services. (Perez)
  - d. Approve resolution authorizing closure of Padre Boulevard (PR 100) Friday, December 9, 2016 for the Annual Christmas Parade; and authorizing the City Manager to enter into an agreement with Texas Department of Transportation (TxDOT) for the permitting of the event. (Hancock)
  - e. Approve excused absence for Theresa Metty from the October 5, 2016 City Council meeting. (Metty)
6. Discussion and action to approve first reading of Ordinance No. 16-21 vacating and closing a portion of a certain street/roadways within the city and known as the portion of West Kingfish Street located between the west right-of-way line of Laguna Boulevard along the line from the eastern property lines of (i) Lot 8, Block 65, and (ii) Lot 9, Block 66, Padre Beach Section V, through to the Laguna Madre, all according to the map or plat recorded in volume 14, page 68 of the map records of Cameron County, Texas; and authorizing the transfer of the said abandoned roadway to the abutting property owners. (Munarriz)
7. Discussion and action to consider funding request in the amount of \$19,534 for the artificial reef fall 2016 deployment. (Patel)

8. Discussion and action on possible amendments to Chapter 11, Article 12 (short term rentals) as requested by the South Padre Island Board of Realtors; and direct City Attorney to draft amending ordinance. (Stahl)
9. Discussion and possible action to approve Resolution No. 2016-31 amending Resolution No. 2014-25 by expanding the criteria for members of the Convention and Visitors Advisory Board. (Stahl)
10. Discussion and possible action to approve a Beach & Dune permit for mitigation efforts at Las Costas Condominiums located at 1900 Gulf Boulevard. (B. Hill)
11. Discussion and possible action to approve a Memorandum of Understanding between Partrac, Ltd. and the City of South Padre Island geared towards obtaining external funding for beach nourishment studies. (B. Hill)
12. Discussion and possible action to approve a proposal submitted by HDR Engineering to complete bathymetric survey of the beach and nearshore area. (B. Hill)
13. Discussion and possible action regarding a letter received from the Texas General Land Office (GLO) citing violations of the open beaches act located at walkway at the Pearl beach access. (B. Hill)
14. Adjourn.

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

DATED THIS THE 14<sup>TH</sup> DAY OF OCTOBER 2016

  
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 **OCTOBER 14, 2016**, 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:** October 19, 2016

**ITEM DESCRIPTION**

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

Items to be considered are:

- a. Approve minutes of October 5, 2016 Regular meeting. (Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve the 2016/2017 Unincorporated Cameron County District 1 Zone 6 Emergency Services contract for Fire and EMS services. (Perez)
- d. Approve resolution authorizing closure of Padre Boulevard (PR 100) Friday, December 9, 2016 for the Annual Christmas Parade; and authorizing the City Manager to enter into an agreement with Texas Department of Transportation (TxDOT) for the permitting of the event. (Hancock)
- e. Approve excused absence for Theresa Metty from the October 5, 2016 City Council meeting. (Metty)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda

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

**MEETING DATE:** October 19, 2016

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

**DEPARTMENT:** City Manager's Office

**ITEM**

Approve minutes of October 5, 2016 Regular City Council meeting.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

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

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

Approved by Legal:

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

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Minutes



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

**WEDNESDAY, OCTOBER 5, 2016**

**1. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, October 5, 2016 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 5:30 p.m. A full quorum was present: Council Member Dennis Stahl, Alex Avalos, Alita Bagley and Paul Munarriz, with Council Member Theresa Metty absent and requesting an excused absence. Also present was City Attorney Paul Cunningham and Assistant City Attorney Kathy Cunningham.

City staff members present were Interim City Manager Darla Jones, Administrative Services Director Wendi Delgado, CVB Director Keith Arnold, Interim Fire Chief Albert Perez, Shoreline Program & Project Manager Brandon Hill, Building Official Jay Mitchim, Media Relations Manager Nancy Botello and City Secretary Susan Hill.

**2. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**3. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

**4. PRESENTATIONS AND PROCLAMATIONS:**

- a. **PROCLAMATION: BREAST CANCER AWARENESS MONTH**
- b. **CERTIFICATE OF APPRECIATION TO AEP TEXAS FOR THEIR SUPPORT AND CONTRIBUTION TO HELP BUILD THE JOHN L. TOMPKINS PARK**

**5. APPROVE CONSENT AGENDA:**

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

- a. **APPROVE MINUTES OF SEPTEMBER 21, 2016 REGULAR MEETING. (HILL)**
- b. **APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**

Invoices approved for payment were paid by General Fund checks numbered 136408 through 136514 and EFT payments totaling \$778,433.65.



- c. **APPROVE RESOLUTION NO. 2016-28 TO ADOPT THE LOWER RIO GRANDE VALLEY ACTIVE TRANSPORTATION AND ACTIVE TOURISM PLAN, THE ACTIVE PLAN, AS PART OF THE SOUTH PADRE ISLAND COMPREHENSIVE PLAN. (PATEL)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2016-28, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book

- d. **APPROVE RESOLUTION NO. 2016-29 TO ENDORSE AND SUPPORT THE DEVELOPMENT OF A HIKE AND BIKE TRAIL THROUGH THE BAHIA GRANDE UNIT OF THE UNITED STATES FISH AND WILDLIFE SERVICES; LAGUNA ATASCOSA NATIONAL WILDLIFE REFUGE. (PATEL)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2016-29, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book

- e. **APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 16-20 VACATING AND CLOSING CERTAIN STREET/ROADWAY WITHIN THE CITY AND KNOWN AS THE PORTION OF WEST WHITING STREET BETWEEN THE WEST RIGHT-OF-WAY LINE OF LAGUNA BOULEVARD AND TO THE EASTERN PROPERTY LINE OF LOT 3, BLOCK 45 ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 14, PAGE 52 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND AUTHORIZING THE TRANSFER OF THE SAID ABANDONED TO THE ABUTTING PROPERTY OWNER. (JONES)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 16-20, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

6. **DISCUSSION AND ACTION TO SELECT A CITY MANAGER AND AUTHORIZE THE MAYOR TO EXECUTE CONTRACT WITH NEW CITY MANAGER; AND APPROVE BUDGET ADJUSTMENT IN THE AMOUNT OF 42,916 TO ALLOCATE FUNDS FOR CONTRACT. (CITY COUNCIL)**

Council Member Stahl made a motion to select Susan Guthrie as the new City Manager authorizing the Mayor to execute contract and approve budget adjustment for the contract. Motion was seconded by Council Member Munarriz, which passed unanimously.

7. **DISCUSSION AND ACTION ON VARIANCE REQUEST FROM MR. LARRY MARK POLSKY, OWNER OF THE TOWNHOME AT 109 B EAST MEZQUITE (LOT 6B, BLOCK 92, PADRE BEACH, SECTION VII) FOR RELIEF FROM**



**ARTICLE 6, SECTION A OF THE CITY'S MASTER FLOOD HAZARD PREVENTION ORDINANCE. (MITCHIM)**

Council Member Stahl made a motion, seconded by Council Member Munarriz to approve variance request by homeowner, Larry Polsky, located at 109B East Mezquite for relief from Article 6, Section A of the Master Flood Hazard Prevention Ordinance. Motion carried on a unanimous vote.

**8. DISCUSSION TO CLARIFY AND EXPLAIN PROJECT OPTIONS LISTED IN THE VENUE TAX PROPOSITION. (PATEL)**

Discussion was held.

**9. UPDATE AND REVIEW OF THE UPCOMING BEACH NOURISHMENT EVENT SCHEDULED TO BEGIN OCTOBER 1, 2016 WITH WEEKS MARINE AND THE U.S. ARMY CORPS OF ENGINEERS. (BARRINEAU)**

Brandon Hill, Shoreline Program & Project Manager, gave an update on the upcoming beach nourishment project, outlined the areas that will be affected and the type of equipment that will be used.

**10. DISCUSSION AND ACTION TO APPROVE/DENY A MASTER LICENSE AGREEMENT BETWEEN THE CITY OF SOUTH PADRE ISLAND AND MOBILITIE, LLC FOR THE USE OF PUBLIC RIGHTS-OF-WAY. (JONES)**

Mayor Patel made a motion, seconded by Council Member Avalos to table this item. Motion passed unanimously.

**11. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 6:24 p.m.

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Susan M. Hill, City Secretary

APPROVED

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Bharat R. Patel, Mayor

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

**MEETING DATE:** October 19, 2016

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

**DEPARTMENT:** Finance

**ITEM**

Approve invoices for payment by General Fund checks numbered 136515 through 136655 and EFT payments totaling \$1,623,258.27.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**



10/13/2016 10:40 AM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 1

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002434	CINDY BOUDLOCHE	I-DWD201610036029	01 2469	DEBTORS WAGE :	CASE NO 14-10370	136531	542.31
						VENDOR 01-002434 TOTALS	542.31
01-003185	OFFICE OF THE ATTY GEN	I-C10201610036029	01 2473	CHILD SUPPORT:	A/N 20040948648	000000	241.38
01-003185	OFFICE OF THE ATTY GEN	I-C13201610036029	01 2473	CHILD SUPPORT:	A/N 0013262861	000000	103.85
01-003185	OFFICE OF THE ATTY GEN	I-C1C201610036029	01 2473	CHILD SUPPORT:	ORDER NO 2015-DCL-5E	000000	415.38
01-003185	OFFICE OF THE ATTY GEN	I-C1L201610036029	01 2473	CHILD SUPPORT:	ORDER NO 2005063139E	000000	121.38
01-003185	OFFICE OF THE ATTY GEN	I-C1M201610036029	01 2473	CHILD SUPPORT:	CASE NO 0012976479	000000	288.52
01-003185	OFFICE OF THE ATTY GEN	I-C21201610036029	01 2473	CHILD SUPPORT:	A/N 0011549506	000000	369.23
01-003185	OFFICE OF THE ATTY GEN	I-C51201610036029	01 2473	CHILD SUPPORT:	A/N 0012375322	000000	294.33
01-003185	OFFICE OF THE ATTY GEN	I-C59201610036029	01 2473	CHILD SUPPORT:	#0009529310	000000	162.46
01-003185	OFFICE OF THE ATTY GEN	I-C67201610036029	01 2473	CHILD SUPPORT:	ORDER NO 2012-DCL-00	000000	151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201610036029	01 2473	CHILD SUPPORT:	A/N 0010353126	000000	159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201610036029	01 2473	CHILD SUPPORT:	ORDER #2012-DCL-0866	000000	348.92
01-003185	OFFICE OF THE ATTY GEN	I-C91201610036029	01 2473	CHILD SUPPORT:	AG 0012920905	000000	296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201610036029	01 2473	CHILD SUPPORT:	ORDER # 99125207D	000000	127.38
01-003185	OFFICE OF THE ATTY GEN	I-C95201610036029	01 2473	CHILD SUPPORT:	CASE #0013025749	000000	150.92
						VENDOR 01-003185 TOTALS	3,231.13
01-006035	FAMILY SUPPORT REGISTR	I-C85201610036029	01 2473	CHILD SUPPORT:	CS 458-85-6258 11CV 136541		218.97
						VENDOR 01-006035 TOTALS	218.97
01-006133	DEARBORN NATIONAL	I-10016	01 2465	VTL LIFE INSU:	EMPLOYEE PREM VTL -	136542	63.16
01-006133	DEARBORN NATIONAL	I-10016	01 48042	MISCELLANEOUS:	EMPLOYEE PREM VTL -	136542	0.04
						VENDOR 01-006133 TOTALS	63.12
01-007001	ANA GARZA	I-C04201610036029	01 2473	CHILD SUPPORT:	A/N 2003-03-1480-B	136545	194.88
						VENDOR 01-007001 TOTALS	194.88
01-019222	S.P.I. FIREFIGHTERS AS	I-100516	01 2472	FIREFIGHTERS :	ASSOCIATION DUES OCT	136569	361.00
						VENDOR 01-019222 TOTALS	361.00
01-019327	SOUTH PADRE ISLAND PRO	I-100516	01 2487	POLICE DEPT A:	ASSOCIATION DUES 10/ 999999		180.00
						VENDOR 01-019327 TOTALS	180.00

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 2

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-100716	01 2461	TML MEDICAL	: OCTOBER 2016 MEDICAL 999999		11,031.72
01-020057	TML MULTISTATE IEBP	I-100716	01 2484	VISION	: OCTOBER 2016 MEDICAL 999999		418.50
					VENDOR 01-020057 TOTALS		11,450.22
01-020100	T.M.R.S.	I-100716	01 2470	T.M.R.S.	: SEPT 2016 CONTRIBUTI 999999		37,350.03
					VENDOR 01-020100 TOTALS		37,350.03
01-020700	TRANSAMERICA WORKSITE	I-93016	01 2464	TRANSAMERICA	: 2016 EMPLOYEE PREM S 136520		15.18
01-020700	TRANSAMERICA WORKSITE	I-93016	01 48042	MISCELLANEOUS	: 2016 EMPLOYEE PREM S 136520		0.01
					VENDOR 01-020700 TOTALS		15.17
01-1	RENTERIA, DANIEL	I-000201610046030	01 2424	MUN. COURT BO:	Bond Refund:16970C 136650		543.00
01-1	GARZA, JOSHUA RAFAEL	I-000201610046031	01 2424	MUN. COURT BO:	Bond Refund:40885A 136651		30.00
01-1	WOFFORD, STEVE MICHAEL	I-000201610046032	01 2424	MUN. COURT BO:	Bond Refund:21072C 136652		30.00
					VENDOR 01-1 TOTALS		603.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	54,209.83



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008211	SUSAN HILL	I-92616	01 512-0550	TRAVEL EXPENS:	MILEAGE REIMBURSEMEN	136612	37.15
					VENDOR 01-008211 TOTALS		37.15
01-019342	ANGELIQUE SOTO	I-92216	01 512-0550	TRAVEL EXPENS:	PER DIEM AND MILEAGE	999999	490.61
					VENDOR 01-019342 TOTALS		490.61
01-020047	TML - INTERGOVERNMENTA	I-100116	01 512-0083	WORKERS COMPE:	PROPERTY, AUTO LIAB	136636	1,063.03
					VENDOR 01-020047 TOTALS		1,063.03
01-020057	TML MULTISTATE IESP	I-100716	01 512-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	1,706.24
					VENDOR 01-020057 TOTALS		1,706.24
01-020100	T.M.R.S.	I-100716	01 512-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	2,187.40
					VENDOR 01-020100 TOTALS		2,187.40
01-1	CAFE KRAENZLER	I-100616	01 512-0102	LOCAL MEETING:	CAFE KRAENZLER:BRKFST	136654	120.00
01-1	DRURY HOTEL	I-92616	01 512-0550	TRAVEL EXPENS:	DRURY HOTEL: 3 NIGHT	136523	486.61
					VENDOR 01-1 TOTALS		606.61
DEPARTMENT 512 CITY MANAGERS OFFICE						TOTAL:	6,091.24

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTA	I-100116	01 513-0083	WORKERS COMPE:	PROPERTY, AUTO LIAB	136636	698.28
VENDOR 01-020047 TOTALS							698.28
01-020057	TML, MULTISTATE IEBP	I-100716	01 513-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	2,153.30
VENDOR 01-020057 TOTALS							2,153.30
01-020100	T.M.R.S.	I-100716	01 513-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	2,497.53
VENDOR 01-020100 TOTALS							2,497.53
DEPARTMENT 513 FINANCE DEPARTMENT						TOTAL:	5,349.11



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTA	I-100116	01 514-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI	136636	451.54
					VENDOR 01-020047 TOTALS		451.54
01-020057	TML MULTISTATE IEBP	I-100716	01 514-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	1,279.68
					VENDOR 01-020057 TOTALS		1,279.68
01-020100	T.M.R.S.	I-100716	01 514-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	1,191.05
					VENDOR 01-020100 TOTALS		1,191.05
				DEPARTMENT 514	PLANNING DEPARTMENT	TOTAL:	2,922.27

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016021	PCM-G	1-898617470101	01 515-0410	MACHINERY & E:	5- COMPUTERS,ETC	136560	4,840.00
01-016021	PCM-G	1-898626850101	01 515-1004	MACHINERY & E:	4- 120 V RACK M	136560	5,300.00
01-016021	PCM-G	1-898627190101	01 515-0410	MACHINERY & E:	5- COMPUTERS,ETC	136560	360.60
01-016021	PCM-G	1-898631680101	01 515-1004	MACHINERY & E:	SERVER AND RAM, DVD,	136560	10,363.00
01-016021	PCM-G	1-898631680104	01 515-1004	MACHINERY & E:	1-NPE 3Y PC 24X7 DL3	136623	1,285.00
						VENDOR 01-016021 TOTALS	22,128.60
01-019990	TECHNICAL DIFFERENCE,	1-83116	01 515-0415	SERVICE CONTR:	HR SOFTWARE	136633	1,957.00
						VENDOR 01-019990 TOTALS	1,957.00
01-020047	TML - INTERGOVERNMENTA	1-100116	01 515-0083	WORKERS COMPE:	PROPERTY, AUTO LIAB	136636	446.67
						VENDOR 01-020047 TOTALS	446.67
01-020057	TML MULTISTATE ICBP	1-100716	01 515-0081	GROUP INSURAN:	OCTOMER 2016 MEDICAL	999999	963.12
						VENDOR 01-020057 TOTALS	963.12
01-020100	T.M.R.S.	1-100716	01 515-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	889.50
						VENDOR 01-020100 TOTALS	889.50
						DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:	26,294.89



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTA	I-100116	01 516-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI	136636	408.63
						VENDOR 01-020047 TOTALS	408.63
01-020057	TML MULTISTATE IEBP	I-100716	01 516-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	1,289.68
						VENDOR 01-020057 TOTALS	1,289.68
01-020100	T.M.R.S.	I-100716	01 516-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	1,596.68
						VENDOR 01-020100 TOTALS	1,596.68
DEPARTMENT 516 HUMAN RESOURCES						TOTAL:	3,294.99

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

VENDOR SET: 01 City of South Padre Island

BANK: CMB

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

INVOICE DATE RANGE: 1/01/1999 THRU 99/99/9999

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-589223-0	01 520-0101	OFFICE SUPPLI:	FILE FLOWS, BATTERIES	136525	193.98
01-001129	A & W OFFICE SUPPLY IN	I-589223-1	01 520-0101	OFFICE SUPPLI:	1 PK 12 PK ADHESIVE	136525	1.59
						VENDOR 01-001129 TOTALS	195.57
01-004101	STUART J. DIAMOND	I-100316	01 520-0530	PROFESSIONAL :	PROSEC. DIAMOND FEES	999999	1,335.00
						VENDOR 01-004101 TOTALS	1,335.00
01-007005	CYNTHIA A. GARZA-VASQU	I-92216	01 520-0550	TRAVEL EXPENS:	PER DIEM AND MILEAGE	136516	453.24
						VENDOR 01-007005 TOTALS	453.24
01-020047	TML - INTERGOVERNMENTA	I-100116	01 520-0063	WORKERS COMPE:	PROPERTY, AUTO LIAB	136636	348.17
						VENDOR 01-020047 TOTALS	348.17
01-020057	TML MULTISTATE IESF	I-100716	01 520-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	853.12
						VENDOR 01-020057 TOTALS	853.12
01-020100	T.M.R.S.	I-100716	01 520-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	743.08
						VENDOR 01-020100 TOTALS	743.08
						DEPARTMENT 520 MUNICIPAL COURT TOTAL:	5,928.18

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 9

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001169	MICHAEL AGUILAR	I-91316	01 521-0550	TRAVEL EXPENS: PER DIEM, CORPUS CHN	999999		200.00
				VENDOR 01-001169	TOTALS		200.00
01-002702	BREATH TEST SERVICES	I-1496	01 521-0415	SERVICE CONTR: PD-SERVIES OCT-DEC.	136595		2,500.00
				VENDOR 01-002702	TOTALS		2,500.00
01-003434	ANA CISNEROS	I-92016	01 521-0550	TRAVEL EXPENS: MILEAGE FOR TRIP TO	136515		305.64
01-003434	ANA CISNEROS	I-92016-1	01 521-0550	TRAVEL EXPENS: PER DIEM SAN ANTONIO	136515		200.00
				VENDOR 01-003434	TOTALS		505.64
01-007004	JAVIER CR GARZA	I-100116	01 521-0081	GROUP INSURAN: RETIREE HEALTH INSUR	999999		1,800.00
				VENDOR 01-007004	TOTALS		1,800.00
01-007081	RAQUEL S GONZALEZ	I-92016	01 521-0550	TRAVEL EXPENS: PER DIEM SAN ANTONIO	136517		200.00
				VENDOR 01-007081	TOTALS		200.00
01-012113	LEADSONLINE LLC	I-237680	01 521-0415	SERVICE CONTR: PD-SEARCH SYS SERV R	136620		1,908.00
				VENDOR 01-012113	TOTALS		1,908.00
01-013402	MOTOROLA SOLUTIONS CRE	I-25380	01 521-9997	EQUIP. LEASE : PD-LEASE FOR RADIOS	999999		55,445.98
01-013402	MOTOROLA SOLUTIONS CRE	I-25380	01 521-9998	EQUIP. LEASE : PD-YRLY LEASE FOR RA	999999		7,615.82
				VENDOR 01-013402	TOTALS		63,061.80
01-017995	THE RADAR SHOP, INC.	I-RSS-1665	01 521-0150	MINOR TOOLS &: 5 RADARS- KUSTON DGA	136563		1,650.00
				VENDOR 01-017995	TOTALS		1,650.00
01-018252	ROBERT RODRIGUEZ	I-100116	01 521-0081	GROUP INSURAN: RETIREE HEALTH INSUR	999999		1,500.00
				VENDOR 01-018252	TOTALS		1,500.00



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 10

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019272	SILVA, GILBERT	I-91316	01 521-0550	TRAVEL EXPENS:	PER DIEM, CONF CORPU 999999		200.00
				VENDOR 01-019272	TOTALS		200.00
01-019719	SYSCO FOODS OF	I-610042422	01 521-0101	OFFICE SUPPLI:	CREAMER, SUGAR & COFF 136632		343.59
				VENDOR 01-019719	TOTALS		343.59
01-020047	TML - INTERGOVERNMENTA	I-100116	01 521-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI 136636		40,073.20
				VENDOR 01-020047	TOTALS		40,073.20
01-020057	TML MULTISTATE IESP	I-100716	01 521-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL 999999		14,531.80
				VENDOR 01-020057	TOTALS		14,531.80
01-020100	T.M.R.S.	I-100716	01 521-0080	THRS	: SEPT 2016 CONTRIBUTI 999999		15,912.87
				VENDOR 01-020100	TOTALS		15,912.87
01-020251	TEXAS SOUTHWEST COLLEG	I-16170	01 521-0513	TRAINING EXPE:	PD-A PHILLIPS & J CI 136643		1,000.00
				VENDOR 01-020251	TOTALS		1,000.00
01-1	DRURY PLAZA HOTEL	I-100316	01 521-0550	TRAVEL EXPENS:	DRURY PLAZA HOTEL: 1 136522		456.00
				VENDOR 01-1	TOTALS		456.00

DEPARTMENT 521 POLICE DEPARTMENT TOTAL: 145,842.90

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001082 LMH & LMH LLC.	I-24006	01 522-0415	SERVICE CONTR:	QTRLY INSPECTION OF	136524	129.90
VENDOR 01-001082 TOTALS						129.90
01-003680 TEXAS COMM ON FIRE PRO I-100616		01 522-0551	DUES & MEMBER:	ANNUAL CERTIFICATION	136603	1,650.00
VENDOR 01-003680 TOTALS						1,650.00
01-003905 CULLIGAN WATER OF THE I-800487952		01 522-0415	SERVICE CONTR:	50#SOLAR SALT DELIVE	136539	41.62
VENDOR 01-003905 TOTALS						41.62
01-004330 EQUIPMENT MGMT. SERVIC I-52360		01 522-0410	MACHINERY & E:	2-STAIR CHAIRS,3,COT	136608	647.67
VENDOR 01-004330 TOTALS						647.67
01-006989 ROBERT GARCIA	I-100616	01 522-0550	TRAVEL EXPENS:	MILEAGE REIMBURSEMEN	136609	32.07
VENDOR 01-006989 TOTALS						32.07
01-013415 MYRON CORPORATION	I-97959647	01 522-0101	OFFICE SUPPLI:	100-CLASSIC 200 56 P	136557	271.95
VENDOR 01-013415 TOTALS						271.95
01-020047 TML - INTERGOVERNMENTA I-100116		01 522-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI	136636	28,210.22
VENDOR 01-020047 TOTALS						28,210.22
01-020053 TEXAS FIRE CHIEFS ASSO I-92016		01 522-0551	DUES & MEMBER:	2016 MEMBERSHIP DUES	136574	150.00
VENDOR 01-020053 TOTALS						150.00
01-020057 TML MULTISTATE IEBF I-100716		01 522-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	11,464.32
VENDOR 01-020057 TOTALS						11,464.32
01-020100 T.M.R.S.	I-100716	01 522-0080	TNRS	: SEPT 2016 CONTRIBUTI	999999	13,854.63
VENDOR 01-020100 TOTALS						13,854.63

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 12

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

INVOICE DATE RANGE: 1/01/1996 THRU 99/99/9999

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020181	THYSSENKRUPP ELEVATOR	I-3002800823	01 522-0415	SERVICE CONTR:	ELEVATOR MAINTENANCE	136641	640.86
					VENDOR 01-020181 TOTALS		640.86
01-024001	RICHARD J. YEARRA, M.D	I-7241	01 522-0530	PROFESSIONAL :	MEDICAL DIRECTOR FEE	136649	1,000.00
					VENDOR 01-024001 TOTALS		1,000.00
01-1	CLIA LABORATORY PROGRA	I-091316	01 522-0551	DUES & MEMBER:	CLIA LABORATORY PROG	136653	150.00
					VENDOR 01-1 TOTALS		150.00

DEPARTMENT 522	FIRE DEPARTMENT	TOTAL:	58,243.24
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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002051	VICTOR BALDOVINOS	I-100316	01 532-0550	TRAVEL EXPENS: PER DIEM & MILEAGE:A	136529		530.34
				VENDOR 01-002051	TOTALS		530.34
01-003190	CANTU'S AUTO REPAIR	I-5535	01 532-0150	MINOR TOOLS & CHECKOUT & CLEAN CAB	136597		66.75
				VENDOR 01-003190	TOTALS		66.75
01-003410	SPI CHAMBER OF COMMERCE	I-100516	01 532-0513	TRAINING EXPE: REGISTRATION FOR SER	136537		130.00
				VENDOR 01-003410	TOTALS		130.00
01-003830	EDGAR CRUZ	I-100416	01 532-0550	TRAVEL EXPENS: PER DIEM AND MILEAGE	136606		435.78
				VENDOR 01-003830	TOTALS		435.78
01-007038	JOSHUA GARZA	I-100316	01 532-0550	TRAVEL EXPENS: PER DIEM: TERA CONF.	136547		175.00
				VENDOR 01-007038	TOTALS		175.00
01-020008	TEXAS ANIMAL CONTROL A	I-100416	01 532-0551	DUES & MEMBER: MEMBERSHIP FOR NOE G	136624		50.00
01-020008	TEXAS ANIMAL CONTROL A	I-101116	01 532-0513	TRAINING EXPE: TCCI COURSE 301 FOR	136635		225.00
				VENDOR 01-020008	TOTALS		275.00
01-020047	TML - INTERGOVERNMENTAL	I-100116	01 532-0083	WORKERS COMPE: PROPERTY, AUTO LIAB	136636		1,532.13
				VENDOR 01-020047	TOTALS		1,532.13
01-020057	TML MULTISTATE IEBP	I-100716	01 532-0081	GROUP INSURAN: OCTOBER 2016 MEDICAL	999999		2,097.32
				VENDOR 01-020057	TOTALS		2,097.32
01-020100	T.M.R.S.	I-100716	01 532-0080	THRS	SEPT 2016 CONTRIBUTI	999999	2,146.72
				VENDOR 01-020100	TOTALS		2,146.72

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 14

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020167	TEHA	1-100316	01 532-0513		TRAINING EXPE: REGISTRATION: V BALD 136519		300.00
VENDOR 01-020167 TOTALS							300.00
DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL:							7,689.04

VENDOR SET: 01 City of South Padre Island

FUND : 01 GENERAL FUND

BANK: OFER

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007006 OT DISTRIBUTORS, INC. I-INV0588649		01 540-0420-01	REPAIRS & MAI:	PD 161, 162 & 163	136546	828.70
VENDOR 01-007006 TOTALS						828.70
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9997	LEASE PAYMENT: #534523, 2013 FORD F1 999999			6,138.72
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9998	LEASE PAYMENT: #534523, 2013 FORD F1 999999			609.96
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE - FEES : #534523, 2013 FORD F1 999999			165.72
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9997	LEASE PAYMENT: #534524, 2013 FORD F 999999			5,829.12
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9998	LEASE PAYMENT: #534524, 2013 FORD F 999999			579.24
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE - FEES : #534524, 2013 FORD F 999999			157.44
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9997	LEASE PAYMENT: #534525, 2013 FORD F 999999			7,579.52
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE PAYMENT: #534525, 2013 FORD F 999999			753.24
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE - FEES : #534525, 2013 FORD F 999999			204.60
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9997	LEASE PAYMENT: #534526, 2013 FORD F 999999			3,762.12
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9998	LEASE PAYMENT: #534526, 2013 FORD F 999999			373.80
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE - FEES : #534526, 2013 FORD F 999999			101.52
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9997	LEASE PAYMENT: #543530, 2013 FORD F 999999			5,701.32
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9998	LEASE PAYMENT: #543530, 2013 FORD F 999999			566.52
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE - FEES : #543530, 2013 FORD F 999999			153.96
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9997	LEASE PAYMENT: #534580, 2013 FORD F3 999999			7,682.16
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9998	LEASE PAYMENT: #534580, 2013 FORD F3 999999			745.80
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE - FEES : #534580, 2013 FORD F3 999999			207.36
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9997	LEASE PAYMENT: #538869, 2013 WHEEL 999999			26,361.12
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9998	LEASE PAYMENT: #538869, 2013 WHEEL 999999			2,914.56
01-013284 MERCHANTS AUTOMOTIVE G I-92616		01 540-9996	LEASE - FEES : #538869, 2013 WHEEL 999999			711.72
VENDOR 01-013284 TOTALS						71,299.92
01-015090 PNC BANK, NATIONAL ASS I-92316		01 540-9997	LEASE PAYMENT: LEASE PMT FOR FIRE	136559		90,425.93
01-015090 PNC BANK, NATIONAL ASS I-92316		01 540-9998	LEASE PAYMENT: LEASE PMT FOR FIRE	136559		16,013.22
VENDOR 01-015090 TOTALS						106,439.15
01-019212 SIOGONE MARTIN EMERGEN I-17401045		01 540-0420-02	REPAIRS & MAI: E1	136568		2,999.34
VENDOR 01-019212 TOTALS						2,999.34
01-020047 TNL - INTERGOVERNMENTA I-100116		01 540-0083	WORKERS COMPE: PROPERTY, AUTO LIAB	136636		1,814.95
VENDOR 01-020047 TOTALS						1,814.95



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 16

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	THL MULTISTATE IEBF	I-100716	01 540-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL 999999		853.12
VENDOR 01-020057 TOTALS							853.12
01-020090	TYMCO INTERNATIONAL	I-2	01 540-9997	LEASE PAYMENT:	LEASE/PURCHASE NOTE 136575		34,732.50
01-020090	TYMCO INTERNATIONAL	I-2	01 540-9998	LEASE PAYMENT:	LEASE/PURCHASE NOTE 136575		2,725.37
VENDOR 01-020090 TOTALS							37,457.87
01-020100	T.M.R.S.	I-100716	01 540-0080	THRS	: SEPT 2016 CONTRIBUTI 999999		736.83
VENDOR 01-020100 TOTALS							736.83
01-020346	TIRE CENTERS, LLC	I-6160071332	01 540-0111-02	TIRES & TUBES:	71 136644		1,400.00
VENDOR 01-020346 TOTALS							1,400.00

DEPARTMENT 540 FLEET MANAGEMENT TOTAL: 223,829.88

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 17

VENDOR SET: 01 City of South Padre Island

BANK: OPEN

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019895	TADCO LLC	I-1200	01 541-0411	BUILDINGS & S:	FURNISH & INSTALL NE 136573		800.00
					VENDOR 01-019895 TOTALS		800.00
01-020047	TML - INTERGOVERNMENTA	I-100116	01 541-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI 136636		2,675.12
					VENDOR 01-020047 TOTALS		2,675.12
01-020057	TML MULTISTATE IEHP	I-100716	01 541-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL 999999		1,279.68
					VENDOR 01-020057 TOTALS		1,279.68
01-020100	T.M.R.S.	I-100716	01 541-0080	TMRS	: SEPT 2016 CONTRIBUTI 999999		892.41
					VENDOR 01-020100 TOTALS		892.41
01-020181	THYSSENKRUPP ELEVATOR	I-3002810548	01 541-0415	SERVICE CONTR:	ELEVATOR MAINT. 136642		1,200.00
					VENDOR 01-020181 TOTALS		1,200.00
01-023160	WORTH HYDROCHEM OF COR	I-19281	01 541-0415	SERVICE CONTR:	YEARLY CONTRACT 999999		300.00
					VENDOR 01-023160 TOTALS		300.00
				DEPARTMENT 541	BUILDING MAINTENANCE	TOTAL:	7,147.21

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

VENDOR SET: 01 City of South Padre Island

BANK: OPERA

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTA	I-100116	01 542-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI	136636	681.70
VENDOR 01-020047 TOTALS							681.70
01-020057	TML MULTISTATE IERF	I-100716	01 542-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	1,279.68
VENDOR 01-020057 TOTALS							1,279.68
01-020100	T.M.R.S.	I-100716	01 542-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	1,379.50
VENDOR 01-020100 TOTALS							1,379.50
DEPARTMENT 542 INSPECTIONS DIVISION TOTAL:							3,340.88



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 19

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003704	CAMERON COUNTY	I-92016	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG 8/04-9 136604		141.10
01-003704	CAMERON COUNTY	I-92016	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG 8/16-9 136604		158.68
					VENDOR 01-003704 TOTALS		299.78
01-007083	JOSE V. GONZALES	I-93016	01 543-0551	DUES & MEMBER:	REIMBURSE MEDICAL CA 136610		96.00
					VENDOR 01-007083 TOTALS		96.00
01-012071	LAGUNA MADRE WATER DIS	I-09292016-02	01 543-0417	STORM SEWERS :	STORM SEWERS TO BE C 999999		15,025.00
01-012071	LAGUNA MADRE WATER DIS	I-12312015-01	01 543-0416	STREETS & RIG:	REPAIR OF BROKEN 2" 999999		262.04
					VENDOR 01-012071 TOTALS		15,287.04
01-020047	TML - INTERGOVERNMENTA	I-100116	01 543-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI 136636		17,343.93
					VENDOR 01-020047 TOTALS		17,343.93
01-020057	TML MULTISTATE IERF	I-100716	01 543-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL 999999		6,424.56
					VENDOR 01-020057 TOTALS		6,424.56
01-020100	T.M.R.S.	I-100716	01 543-0080	TMS	: SEPT 2016 CONTRIBUTI 999999		4,271.06
					VENDOR 01-020100 TOTALS		4,271.06

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 43,722.37

VENDOR SET: 01 City of South Padre Islan  
FUND 1 01 GENERAL FUND  
DEPARTMENT: 570 GENERAL SERVICES  
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
PAY DATE RANGE: 10/03/2016 THRU 10/14/2016  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-000012	01 570-9030	LEGAL SERVICE:	PROF SERV TRU9/15/16	999999	1,275.00
VENDOR 01-002106 TOTALS							1,275.00
01-003805	PAUL CUNNINGHAM, JR.,	I-2000280	01 570-9030	LEGAL SERVICE:	GENERAL LEGAL SERV S	999999	7,542.50
VENDOR 01-003805 TOTALS							7,542.50
01-012071	LAGUNA MADRE WATER DIS	I-10716-01	01 570-0581	WATER, SEWER, :	80 FT E NEW CAUSEWAY	999999	1,072.58
01-012071	LAGUNA MADRE WATER DIS	I-10716-04	01 570-0581	WATER, SEWER, :	1313 PADRE BLVD MDN	999999	13.07
01-012071	LAGUNA MADRE WATER DIS	I-10716-05	01 570-0581	WATER, SEWER, :	911 PADRE BLVD MDN I	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-10716-06	01 570-0581	WATER, SEWER, :	1201 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-10716-07	01 570-0581	WATER, SEWER, :	3420 GULF BLVD -ACCES	999999	164.73
01-012071	LAGUNA MADRE WATER DIS	I-10716-08	01 570-0581	WATER, SEWER, :	1612 PADRE BLVD MDN	999999	20.51
01-012071	LAGUNA MADRE WATER DIS	I-10716-09	01 570-0581	WATER, SEWER, :	2000 PADRE BLVD MDN	999999	22.00
01-012071	LAGUNA MADRE WATER DIS	I-10716-10	01 570-0581	WATER, SEWER, :	2412 PADRE BLVD MDN	999999	21.26
01-012071	LAGUNA MADRE WATER DIS	I-10716-11	01 570-0581	WATER, SEWER, :	2700 PADRE BLVD MDN	999999	16.29
01-012071	LAGUNA MADRE WATER DIS	I-10716-12	01 570-0581	WATER, SEWER, :	3000 PADRE BLVD MDN	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-10716-13	01 570-0581	WATER, SEWER, :	CRN PADRE & TARPON I	999999	23.19
01-012071	LAGUNA MADRE WATER DIS	I-10716-14	01 570-0581	WATER, SEWER, :	1800 GULF BLVD	999999	116.30
01-012071	LAGUNA MADRE WATER DIS	I-10716-15	01 570-0581	WATER, SEWER, :	2712 PADRE BLVD IRR	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-10716-17	01 570-0581	WATER, SEWER, :	106 W. RETAMA ST F/L	999999	50.25
01-012071	LAGUNA MADRE WATER DIS	I-10716-18	01 570-0581	WATER, SEWER, :	106 W. RETAMA ST.	999999	296.60
01-012071	LAGUNA MADRE WATER DIS	I-10716-19	01 570-0581	WATER, SEWER, :	5222 GULF BLVD IRR	999999	16.79
01-012071	LAGUNA MADRE WATER DIS	I-10716-20	01 570-0581	WATER, SEWER, :	110 E. MORNINGSIDE D	999999	181.93
01-012071	LAGUNA MADRE WATER DIS	I-10716-21	01 570-0581	WATER, SEWER, :	5418 GULF BLVD-BEACH	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-10716-22	01 570-0581	WATER, SEWER, :	6100 PADRE BLVD IRR	999999	57.36
01-012071	LAGUNA MADRE WATER DIS	I-10716-23	01 570-0581	WATER, SEWER, :	6100 PADRE BLVD	999999	260.82
01-012071	LAGUNA MADRE WATER DIS	I-10716-26	01 570-0581	WATER, SEWER, :	108 W. HUISACHE ST	999999	45.13
01-012071	LAGUNA MADRE WATER DIS	I-10716-27	01 570-0581	WATER, SEWER, :	4380 GULF BLVD IRR	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-10716-28	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	104.20
01-012071	LAGUNA MADRE WATER DIS	I-10716-29	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	56.14
01-012071	LAGUNA MADRE WATER DIS	I-10716-30	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	270.30
01-012071	LAGUNA MADRE WATER DIS	I-10716-31	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD	999999	260.82
01-012071	LAGUNA MADRE WATER DIS	I-10716-32	01 570-0581	WATER, SEWER, :	4601 PADRE BLVD F/L	999999	50.25
01-012071	LAGUNA MADRE WATER DIS	I-10716-33	01 570-0581	WATER, SEWER, :	4601 PADR BLVD	999999	1,150.05
01-012071	LAGUNA MADRE WATER DIS	I-10716-34	01 570-0581	WATER, SEWER, :	4818 GULF BLVD -BEAC	999999	12.32
01-012071	LAGUNA MADRE WATER DIS	I-10716-35	01 570-0581	WATER, SEWER, :	W. SATURN & PADRE	999999	131.44
VENDOR 01-012071 TOTALS							4,488.27
01-013404	MOUNTAIN GLACIER, LLC	I-0300898622	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. C	136622	99.50
VENDOR 01-013404 TOTALS							99.50

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 21

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018154	REPUBLIC SERVICES #863	I-0863001212750	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD - OO 136565		293.01
01-018154	REPUBLIC SERVICES #863	I-0863001215843	01 570-0581	WATER, SEWER, :	108 W. RETAMA, SEPT 136627		2,117.28
VENDOR 01-018154 TOTALS							2,410.29
01-020047	TML - INTERGOVERNMENTA	I-100116	01 570-9030	LEGAL SERVICE: PROPERTY, AUTO	LIAB 136636		0.00
01-020047	TML - INTERGOVERNMENTA	I-100116	01 570-9050	AUTOMOBILE LI: PROPERTY, AUTO	LIAB 136636		34,608.00
01-020047	TML - INTERGOVERNMENTA	I-100116	01 570-9051	GENERAL LIAB: PROPERTY, AUTO	LIAB 136636		6,409.32
01-020047	TML - INTERGOVERNMENTA	I-100116	01 570-9052	WINDSTORM INS: PROPERTY, AUTO	LIAB 136636		6,433.70
01-020047	TML - INTERGOVERNMENTA	I-100116	01 570-9055	PROPERTY INSU: PROPERTY, AUTO	LIAB 136636		27,018.76
01-020047	TML - INTERGOVERNMENTA	I-100116	01 570-9060	OFFICIALS/LAW: PROPERTY, AUTO	LIAB 136636		21,928.00
01-020047	TML - INTERGOVERNMENTA	I-100116	01 570-9061	ERRORS & OMIS: PROPERTY, AUTO	LIAB 136636		17,806.00
VENDOR 01-020047 TOTALS							114,203.78
01-023906	XEROX CORPORATION	I-086416055	01 570-0510	RENTAL OF EQU: COPIER LEASE SEPT. P	136586		814.73
01-023906	XEROX CORPORATION	I-086416057	01 570-0510	RENTAL OF EQU: COPIER LEASE SEPT. P	136586		470.09
01-023906	XEROX CORPORATION	I-086416061	01 570-0510	RENTAL OF EQU: COPIER LEASE - SEPT.	136586		1,080.84
01-023906	XEROX CORPORATION	I-086416062	01 570-0510	RENTAL OF EQU: C700FCRVS INTEGRATE	136586		108.48
01-023906	XEROX CORPORATION	I-086416064	01 570-0510	RENTAL OF EQU: COPIER LEASE - SEPT	136586		407.93
01-023906	XEROX CORPORATION	I-086416065	01 570-0510	RENTAL OF EQU: COPIER LEASE SEPT. F	136586		245.93
01-023906	XEROX CORPORATION	I-086416066	01 570-0510	RENTAL OF EQU: COPIER LEASE SEPT. P	136586		169.69
VENDOR 01-023906 TOTALS							3,297.69
DEPARTMENT 570 GENERAL SERVICES TOTAL:							133,317.03



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 22

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002441	BOYS & GIRLS CLUB OF L I	1-101016	01 572-9083	BOYS & GIRLS : FY 2016-17	OUTSIDE A 136594		12,500.00
					VENDOR 01-002441 TOTALS		12,500.00
01-006177	FRIENDS OF ANIMAL RESC I	1-100416	01 572-9085	ANIMAL SERVIC: ANIMAL SERVICES	136544		11,250.00
					VENDOR 01-006177 TOTALS		11,250.00
01-007503	CHRISTINE GREEN	I-92316	01 572-0558	SPECIAL EVENT: EXPENSE REIMBURSE: E 999999			210.02
					VENDOR 01-007503 TOTALS		210.02
01-008253	HILCO PARTNERS	I-29971	01 572-0530	PROFESSIONAL : PROF FEES FOR OCTOBE 999999			12,500.00
					VENDOR 01-008253 TOTALS		12,500.00
01-1	NATIONAL PARKS CONSERV I	1-90116	01 572-0530	PROFESSIONAL : NATIONAL PARKS CONSE	136590		5,000.00
					VENDOR 01-1 TOTALS		5,000.00
DEPARTMENT 572 SPECIAL PROJECTS						TOTAL:	41,460.02
VENDOR SET 01 GENERAL FUND						TOTAL:	766,673.08

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 23

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/HOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001210	AIR FILTER COMPANY	I-71317	02 590-0415	SERVICE CONTR:	HVAC FILTERS FOR VC	999999	37.00
					VENDOR 01-001210 TOTALS		37.00
01-002068	JULIANNA BARRON	I-92116	02 590-0130	WEARING APPAR:	PURCHASE REIMBURSEME	136530	54.63
					VENDOR 01-002068 TOTALS		54.63
01-012071	LAGUNA MADRE WATER DIS	I-10716-02	02 590-0581	WATER, SEWER &:	600 PADRE BLVD	999999	162.66
01-012071	LAGUNA MADRE WATER DIS	I-10716-03	02 590-0581	WATER, SEWER &:	600 PADRE BLVD	999999	25.85
					VENDOR 01-012071 TOTALS		188.51
01-013050	MAIL FINANCE	I-N6123491	02 590-0108	POSTAGE	: POSTAGE MTR LEASE 10	136554	723.00
					VENDOR 01-013050 TOTALS		723.00
01-013404	MOUNTAIN GLACIER, LLC	I-0300896314	02 590-0101	OFFICE SUPPLI:	BOTTLED WATER VISITO	136556	8.50
					VENDOR 01-013404 TOTALS		8.50
01-016651	ROTARY CLUB OF PORT IS	I-292	02 590-0110	FLAGS	: PT ISABEL ROTARY CLU	136562	75.00
					VENDOR 01-016651 TOTALS		75.00
01-018154	REPUBLIC SERVICES #863	I-0863001214248	02 590-0581	WATER, SEWER &:	600-B PADRE BLVD. OC	136565	94.92
					VENDOR 01-018154 TOTALS		94.92
01-020047	TML - INTERGOVERNMENTA	I-100116	02 590-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI	136636	294.53
01-020047	TML - INTERGOVERNMENTA	I-100116	02 590-0520	INSURANCE	: PROPERTY, AUTO LIABI	136636	1,497.96
					VENDOR 01-020047 TOTALS		1,792.49
01-020057	TML MULTISTATE IEBP	I-100716	02 590-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	1,289.68
					VENDOR 01-020057 TOTALS		1,289.68

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 24

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/HOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-100716	02 590-0080	TMR	: SEPT 2016 CONTRIBUTI	999999	938.90
VENDOR 01-020100 TOTALS							938.90
01-021068	ROBERT GARZA	I-91916	02 590-0550	TRAVEL EXPENS:	PER DIEM: CORPUS CHR	136521	240.00
VENDOR 01-021068 TOTALS							240.00
01-021095	UNITED PARCEL SERVICE	I-0000648239396-1	02 590-0108	POSTAGE	: SERVICE CHARGE	136583	25.00
VENDOR 01-021095 TOTALS							25.00
01-023906	XEROX CORPORATION	I-086416059	02 590-0415	SERVICE CONTR:	COPIER LEASE-SEPT 20	136586	289.69
VENDOR 01-023906 TOTALS							289.69

DEPARTMENT 590 VISITORS BUREAU TOTAL: 5,757.32



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 25

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES &amp; ADMINISTRATION

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001183	KEITH E. ARNOLD	I-61016	02 592-0550	TRAVEL EXPENS:	PER DIEM HOUSTON TRI 999999		180.00
					VENDOR 01-001183 TOTALS		180.00
01-001982	BACKYARD MARKETING, INC	I-100116	02 592-0551	DUES & MEMBER:	4TH QTR LIST OF 20 S 136526		600.00
					VENDOR 01-001982 TOTALS		600.00
01-002449	NANCY BOTELLO	I-90716	02 592-0550	TRAVEL EXPENS:	PER DIEM: HOUSTON OC 136532		180.00
					VENDOR 01-002449 TOTALS		180.00
01-003410	SPI CHAMBER OF COMMERCE	I-11178	02 592-0102	LOCAL MEETING:	GALA AND SCHOLARSHIP 136600		750.00
					VENDOR 01-003410 TOTALS		750.00
01-003772	COLLINSON AND COMPANY	I-110-32279-9718	02 592-0553	TRADE SHOW FE:	TRADESHOW/CONNECT TX 136605		5,950.00
					VENDOR 01-003772 TOTALS		5,950.00
01-004279	E&F AUDIO VISUAL RENTA	I-7200	02 592-0538	CONVENTION SE:	LCD COMP, PA SOUND SY 136607		17,914.76
					VENDOR 01-004279 TOTALS		17,914.76
01-006173	JESUS FLORES JR.	I-00021	02 592-0538	CONVENTION SE:	2016 APS CONF TRANSP 136543		9,650.00
					VENDOR 01-006173 TOTALS		9,650.00
01-007405	LISA & DOUG, L.F.	I-20007	02 592-0535	FAMILIARIZATI:	WEILMS BRISCOE PAN TO 136549		174.34
					VENDOR 01-007405 TOTALS		174.34
01-009004	IDSS GLOBAL LLC	I-520966	02 592-0415	SERVICE CONTR:	IDSS SUBSCRIPTION OC 136613		1,800.00
					VENDOR 01-009004 TOTALS		1,800.00
01-011014	KARINA'S DESIGN	I-00090	02 592-0130	WEARING APPAR:	LOGO ON SHIRTS FOR B 136616		132.00
					VENDOR 01-011014 TOTALS		132.00

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 26

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES &amp; ADMINISTRATION

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011015	KARLA SCIMECA	I-093244	02 592-0538	CONVENTION SE:	MISC. CATERING FOR A 136617		1,521.26
					VENDOR 01-011015 TOTALS		1,521.26
01-012152	JUDITH M. LEHN	I-91516	02 592-0550	TRAVEL EXPENS:	PER DIEM: CORPUS CHR 999999		240.00
01-012152	JUDITH M. LEHN	I-92116	02 592-0130	WEARING APPAR:	PURCHASE REIMBURSEME 999999		20.40
					VENDOR 01-012152 TOTALS		260.40
01-016021	PCM-G	I-998791180101	02 592-0190	SOFTWARE	: 6-AXION 16GB SODIMM 136623		540.90
					VENDOR 01-016021 TOTALS		540.90
01-019104	SEA RANCH ENTERPRISES, I-20002-9		02 592-0535	FAMILIARIZATI:	HELMS BRISCOE FAN TO 136567		457.52
					VENDOR 01-019104 TOTALS		457.52
01-019306	SOUTHERN WAVE	I-1413	02 592-0535	FAMILIARIZATI:	4-SUNSET/DINNER CRUI 136570		168.00
					VENDOR 01-019306 TOTALS		168.00
01-020047	THL - INTERGOVERNMENTA I-100116		02 592-0083	WORKERS COMPE:	PROPERTY, AUTO LIABI 136636		1,192.74
					VENDOR 01-020047 TOTALS		1,192.74
01-020052	TEXAS TRAVEL INDUSTRY I-300000427		02 592-0551	DUES & MEMBER:	ANNUAL MEMBERSHIP IN 136639		2,720.00
					VENDOR 01-020052 TOTALS		2,720.00
01-020057	THL MULTISTATE IEBF I-100716		02 592-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL 999999		3,412.48
					VENDOR 01-020057 TOTALS		3,412.48
01-020100	T.M.R.S.	I-100716	02 592-0080	THRS	: SEPT 2016 CONTRIBUTI 999999		3,935.80
					VENDOR 01-020100 TOTALS		3,935.80

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 27

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES &amp; ADMINISTRATION

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020104	SCOTT MCGEEHEE	I-59-16	02 592-0108	POSTAGE	: SEPT 2016 FULFILLMEN	136640	1,262.02
01-020104	SCOTT MCGEEHEE	I-60-16	02 592-0108	POSTAGE	: SECOND TOUCH PROGRAM	136577	354.64
VENDOR 01-020104 TOTALS							1,616.66
01-020602	TOUCAN GRAPHICS	I-20923	02 592-0101	OFFICE SUPPLI:	BUSINESS CARDS, M.B.O	136580	39.00
01-020602	TOUCAN GRAPHICS	I-20928	02 592-0230	STOCK - PROMO:	PRINTING OF 3000 VEN	136580	643.00
01-020602	TOUCAN GRAPHICS	I-20929	02 592-0538	CONVENTION SE:	220 SMART CARDS BUS	136580	205.15
01-020602	TOUCAN GRAPHICS	I-20945	02 592-0230	STOCK - PROMO:	750 CUSTOM KOOZIES,	136580	482.66
01-020602	TOUCAN GRAPHICS	I-20947	02 592-0230	STOCK - PROMO:	SPI SUNGLASSES	136580	4,586.23
01-020602	TOUCAN GRAPHICS	I-20949	02 592-0230	STOCK - PROMO:	LIP BALMS	136580	3,849.17
01-020602	TOUCAN GRAPHICS	I-20950	02 592-0230	STOCK - PROMO:	SUNSCREEN POUCHES	136580	5,189.63
01-020602	TOUCAN GRAPHICS	I-20953	02 592-0538	CONVENTION SE:	ART SERVICES: SET UP	136580	112.10
01-020602	TOUCAN GRAPHICS	I-20954	02 592-0538	CONVENTION SE:	ART SERVICE/PRINT MA	136580	44.70
VENDOR 01-020602 TOTALS							15,181.64
01-022158	VALLEY INTERNATIONAL A I-SPI#81-16		02 592-0534	AIRPORT SHUTT:	SPI/VIA AIRPORT SHUT	999999	11,333.04
VENDOR 01-022158 TOTALS							11,333.04
01-023906	XEROX CORPORATION	I-086416060	02 592-0415	SERVICE CONTR:	COPIER LEASE SEPT. W	136586	963.14
VENDOR 01-023906 TOTALS							963.14
01-024118	ERNESTO DEL RIO	I-10005	02 592-0535	FAMILIARIZATI:	HEIMS BRISCOE FAM TO	136589	247.65
VENDOR 01-024118 TOTALS							247.65
01-1	ROBERT CASIAS	I-10316	02 592-0535	FAMILIARIZATI:	ROBERT CASIAS: TRAVE	136589	322.30
VENDOR 01-1 TOTALS							322.30
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:							81,174.63



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 29

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002026	SUSAN M DOAN	I-2016-2	02 593-8099	MISC. SPONSOR: 2016/17 SPI KITE FES	136527		13,312.50
VENDOR 01-002026 TOTALS							13,312.50
01-003343	CC TURNKEY EVENTS, LLC I-10816		02 593-8099	MISC. SPONSOR: 2017 BIKEFEST BOOTH	136536		6,516.00
01-003343	CC TURNKEY EVENTS, LLC I-10816		02 593-8099	MISC. SPONSOR: 2017 BIKEFEST BOOTH	136536		8,469.00
VENDOR 01-003343 TOTALS							14,985.00
01-003880	CMG MEDIA AGENCY LLC I-01001001		02 593-8099	MISC. SPONSOR: SPRING BREAK 2017 CM	136538		18,750.00
VENDOR 01-003880 TOTALS							18,750.00
01-009148	FREELIVIN' ENTERTAINME I-10021		02 593-8099	MISC. SPONSOR: INERTIA TOURS COLLEG	136615		37,500.00
VENDOR 01-009148 TOTALS							37,500.00
01-011201	LANTERN FEST PRODUCTIO I-58		02 593-8099	MISC. SPONSOR: 2016/2017 LANTERN FE	136552		13,500.00
VENDOR 01-011201 TOTALS							13,500.00
01-016599	P.I. CHAMBER OF COMMER I-992		02 593-8099	MISC. SPONSOR: 2017 CAUSEWAY RUN	136561		11,250.00
VENDOR 01-016599 TOTALS							11,250.00
01-019018	SAND CASTLE DAYS, INC I-2016#1		02 593-8099	MISC. SPONSOR: 2016 SANDCASTLE DAYS	136566		35,000.00
VENDOR 01-019018 TOTALS							35,000.00
01-019313	SPI BIRDING AND NATURE I-CVB2017		02 593-8099	MISC. SPONSOR: WOWE 2017 EVENT	136571		1,500.00
VENDOR 01-019313 TOTALS							1,500.00
01-020047	THL - INTERGOVERNMENTA I-100116		02 593-0083	WORKERS COMPE: PROPERTY, AUTO LIABI	136636		0.00
VENDOR 01-020047 TOTALS							0.00

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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-100716	02 593-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	475.77
					VENDOR 01-020100 TOTALS		475.77
01-020770	TRITON COLLECTIVE	I-1001	02 593-8099	MISC. SPONSOR:	OPEN WATER FEST 2016	136582	18,750.00
					VENDOR 01-020770 TOTALS		18,750.00
01-021200	URBAN SCIENCE INITIATI	I-SPI 072116	02 593-8099	MISC. SPONSOR:	NTWC APRIL 2017	136584	11,250.00
					VENDOR 01-021200 TOTALS		11,250.00
				DEPARTMENT 593	EVENTS MARKETING	TOTAL:	176,273.27

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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001344	THE ATKINS GROUP	I-INV-9845	02 594-0537	PRODUCTION/CO:	MEDIA-NATURE TOURISM 999999		11,155.83
					VENDOR 01-001344 TOTALS		11,155.83
01-009131	CLEAR CHANNEL AIRPORTS	I-792101376	02 594-0531	MEDIA PLACEME:	AIRPORT DISPLAY BRL, 136614		2,497.17
					VENDOR 01-009131 TOTALS		2,497.17
01-013212	MINDECOLOGY	I-1899	02 594-0533	MARKETING	: RESEARCH AUDIENCE 136555		7,499.00
					VENDOR 01-013212 TOTALS		7,499.00
01-013425	MULTIVIEW, INC.	I-STD179217B	02 594-0531	MEDIA PLACEME:	TS&E BANNER 2017 136558		5,100.00
					VENDOR 01-013425 TOTALS		5,100.00
				DEPARTMENT 594 MARKETING	TOTAL:		26,252.00
				VENDOR SET 02 HOTEL/MOTEL TAX FUND	TOTAL:		289,457.22

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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET# 01 City of South Padre Island  
 FUND 1 06 CONVENTION CENTER FUND  
 DEPARTMENT: 565 CONVENTION CENTER OPER  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 10/03/2016 THRU 10/14/2016  
 BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
<hr/>						
01-002034 B & H PHOTO & ELECTRON	I-115912640	06 565-1004	MACHINERY & E: AUDIO VISUAL EQUIPME	136529		3,612.00
01-002034 B & H PHOTO & ELECTRON	I-116138334	06 565-1004	MACHINERY & E: AUDIO VISUAL EQUIPME	136528		439.99
01-002034 B & H PHOTO & ELECTRON	I-116257265	06 565-1004	MACHINERY & E: AUDIO VISUAL EQUIPME	136533		21,812.68
VENDOR 01-002034 TOTALS						25,864.67
<hr/>						
01-003150 CAMERON COUNTY PARKS-	I-93016	06 565-0560	CAMERON COUNT: LEASE PAYMENT FOR SE	136534		206.36
VENDOR 01-003150 TOTALS						206.36
<hr/>						
01-003419 DONNELLY HOLDINGS, LTD	I-150068	06 565-0114	MEDICAL	1 MISC. 1ST AID SUPPLI	136602	76.31
VENDOR 01-003419 TOTALS						76.31
<hr/>						
01-005512 EXPRESS SERVICES, INC.	I-179145594	06 565-0330	PROFESSIONAL : TEMP LABOR CTR	9/25/ 136540		352.24
VENDOR 01-005512 TOTALS						352.24
<hr/>						
01-006162 JUAN FLORES	I-0000431-1	06 565-0412	LANDSCAPE MAI: REMOVE/PLANT 2 PALM	999939		650.00
01-006162 JUAN FLORES	I-0000461	06 565-0412	LANDSCAPE MAI: CTR LANDSCAPE	999939		100.00
01-006162 JUAN FLORES	I-0000461	06 565-0412	LANDSCAPE MAI: CTR CAT TAILS	999939		1,750.00
01-006162 JUAN FLORES	I-0000466	06 565-0412	LANDSCAPE MAI: REPAIR 2" SPRINKLER	999939		175.00
01-006162 JUAN FLORES	I-0000467	06 565-0412	LANDSCAPE MAI: 2-SPRINKLER VALVE BA	999939		250.00
VENDOR 01-006162 TOTALS						2,825.00
<hr/>						
01-007600 GULF COAST PAPER CO. 1	I-1199207	06 565-1001	BUILDINGS & S: BRUSHER/BUFFER	136550		20,178.78
01-007600 GULF COAST PAPER CO. 1	I-1204182	06 565-0160	LAUNDRY & JAN: ROLL TWE, TISSUE, LIN	136611		405.54
VENDOR 01-007600 TOTALS						20,584.32
<hr/>						
01-008264 HOLT CAT	I-MTC004769	06 565-0410	MACHINERY & E: EMERGENCY REPAIR GRN	136551		679.00
VENDOR 01-008264 TOTALS						679.00
<hr/>						
01-012071 LAGUNA MAJORE WATER DIS	I-10716-24	06 565-0561	WATER, SEWER & 7355 PADRE BLVD	999939		1,773.38
01-012071 LAGUNA MAJORE WATER DIS	I-10716-25	06 565-0561	WATER, SEWER & 7355 PADRE BLVD IRR	999939		3,124.63
VENDOR 01-012071 TOTALS						4,898.01



VENDOR SET: 01 City of South Padre Island  
 FUND : 06 CONVENTION CENTER FUND  
 DEPARTMENT: 565 CONVENTION CENTER OPER  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 10/03/2016 THRU 10/14/2016  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR NAME	ITEM #	C/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013284 MERCHANTS AUTOMOTIVE G I-92616		06 565-9997	LEASE PAYMENT: #53429, 2013 FORD EX 999999			5,248.56
01-013284 MERCHANTS AUTOMOTIVE G I-92616		06 565-9998	LEASE PAYMENT: #53429, 2013 FORD EX 999999			521.52
01-013284 MERCHANTS AUTOMOTIVE G I-92616		06 565-9996	LEASE-FEES : #53429, 2013 FORD EX 999999			141.72
			VENDOR 01-013284 TOTALS			5,911.80
01-013404 MOUNTAIN GLACIER, LLC I-0300696319		06 565-0103	CONSUMABLES : BOTTLED WATER DEL. C 136556			42.50
			VENDOR 01-013404 TOTALS			42.50
01-018154 REPUBLIC SERVICES #663 I-0663-001214294		06 565-0581	WATER, SEWER : 7355 PADRE BLVD OCT 136565			595.08
			VENDOR 01-018154 TOTALS			595.08
01-019520 AT&T I-91816		06 565-0501	COMMUNICATION: AT & T LONG DISTANCE 136572			47.03
			VENDOR 01-019520 TOTALS			47.03
01-019651 STAGERIGHT CORPORATION I-225933		06 565-1001	BUILDINGS & S: STACKABLE PALLET# 136631			5,638.00
			VENDOR 01-019651 TOTALS			5,638.00
01-020047 THL - INTERGOVERNMENTA I-100116		06 565-0083	WORKERS COMP: PROPERTY, AUTO LIAB# 136636			7,966.40
01-020047 THL - INTERGOVERNMENTA I-100116		06 565-0520	INSURANCE : PROPERTY, AUTO LIAB# 136636			35,268.98
			VENDOR 01-020047 TOTALS			44,135.38
01-020057 THL MULTISTATE IEBP I-100716		06 565-0081	GROUP INSURAN: OCTOBER 2016 MEDICAL 999999			4,285.60
			VENDOR 01-020057 TOTALS			4,285.60
01-020100 T.M.R.S. I-100716		06 565-0080	TRMS : SEPT 2016 CONTRIBUT# 999999			2,927.63
			VENDOR 01-020100 TOTALS			2,927.63
01-020185 TIME WARNER CABLE I-92816		06 565-0415	SERVICE CONTR: WFT CVB 136576			2,980.17
			VENDOR 01-020185 TOTALS			2,980.17

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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020234 TAC CONSULTING & INSTA	I-0022	06 565-1001	BUILDINGS & B	AIR DUCT CLEANING	136579	7,800.00
VENDOR 01-020234 TOTALS						7,800.00
01-020745 TRAVE, A DIVISION OF A	I-37209216	06 565-1004	MACHINERY & E	PERFORMANCE CLIMATE	136581	44,540.00
VENDOR 01-020745 TOTALS						44,540.00
01-021102 UNIFIRST HOLDINGS, INC	I-8412005115	06 565-0130	WEARING APPAR:	UNIFORMS, MATH, MOPS, 999999		59.29
01-021102 UNIFIRST HOLDINGS, INC	I-8412005115	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATH, MOPS, 999999		87.47
01-021102 UNIFIRST HOLDINGS, INC	I-8412005178	06 565-0510	RENTAL OF EQUI:	MISC. TABLECOVERS 999999		41.32
01-021102 UNIFIRST HOLDINGS, INC	I-8412005179	06 565-0510	RENTAL OF EQUI:	MISC. TABLECOVERS 999999		148.40
01-021102 UNIFIRST HOLDINGS, INC	I-8412006033	06 565-0130	WEARING APPAR:	UNIFORMS 999999		59.29
01-021102 UNIFIRST HOLDINGS, INC	I-8412006033	06 565-0160	LAUNDRY & JAN:	MOPS AND MATH 999999		56.21
01-021102 UNIFIRST HOLDINGS, INC	I-8412006033	06 565-0510	RENTAL OF EQUI:	TABLECOVERS 999999		56.92
01-021102 UNIFIRST HOLDINGS, INC	I-8412006470	06 565-0510	RENTAL OF EQUI:	10 POLY TABLECOVERS 999999		10.80
VENDOR 01-021102 TOTALS						559.76
01-022249 VICTOR O. SCHWENNER & I-	R110159279	06 565-0520	INSURANCE	: WINDSTORM, EXCESS W/ 136585		40,293.75
VENDOR 01-022249 TOTALS						40,293.75

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 214,942.61

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 214,942.61

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 34

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 08 FORFEITED PROPERTY FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018293	PAMELA J. ROGERS	I-92216	08 521-0110	K9 SUPPLIES -:	PD-1 K9 & TRAINING	136629	5,000.00
						VENDOR 01-018293 TOTALS	5,000.00
DEPARTMENT 521 POLICE DEPARTMENT						TOTAL:	5,000.00
VENDOR SET 08 FORFEITED PROPERTY FUND						TOTAL:	5,000.00

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 35

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 09 PARKS, REC &amp; BEAUTIF

DEPARTMENT: 572 GENERAL SERVICES

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	I-20985	09 572-9185	COMMUNITY EVE: CUSTOM ENGRAVED NAME	136645		15.91
				VENDOR 01-020602 TOTALS			15.91
				DEPARTMENT 572 GENERAL SERVICES	TOTAL:		15.91
				VENDOR SET 09 PARKS, REC & BEAUTIF	TOTAL:		15.91



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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 21 MUN. COURT TECHNOLOGY

DEPARTMENT: 520 MUN COURT TECHNOLOGY

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023906	XEROX CORPORATION	I-086416058	21 520-0510	RENTAL OF EQU:	COPIER LEASE-SEPT MU 136586		247.23
						VENDOR 01-023906 TOTALS	247.23
						DEPARTMENT 520 MUN COURT TECHNOLOGY TOTAL:	247.23
						VENDOR SET 21 MUN. COURT TECHNOLOGY TOTAL:	247.23

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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-59067-0	30 591-0101	OFFICE SUPPLI:	COPY PAPER,BINDER CL	136592	202.23
01-001129	A & W OFFICE SUPPLY IN	I-590670-1	30 591-0101	OFFICE SUPPLI:	2- STACKIT ORGANIZER	136592	16.50
01-001129	A & W OFFICE SUPPLY IN	I-590800-0	30 591-0101	OFFICE SUPPLI:	4- BX STNDRD CHSLPWT	136592	2.60
VENDOR 01-001129 TOTALS							221.33
01-001359	JESUS ARRIAGA	I-92116	30 591-0550	TRAVEL EXPENS:	PER DIEM & MILEAGE,C	999999	353.50
VENDOR 01-001359 TOTALS							353.50
01-003103	CARQUEST AUTO PARTS	I-7915-177404	30 591-0160	LAUNDRY & JAN:	2 BXS SHOF TOWELS	136596	28.48
01-003103	CARQUEST AUTO PARTS	I-7915-177404	30 591-0420	MOTOR VEHICLE:	SONIC BLAST HP HORN	136596	36.79
VENDOR 01-003103 TOTALS							65.27
01-003226	DEBORAH CARPENTER	I-91916	30 591-0550	TRAVEL EXPENS:	PER DIEM: CORPUS CHR	136535	108.00
VENDOR 01-003226 TOTALS							108.00
01-007113	G.F. GROUP, INC.	I-9716	30 591-0560	RENTAL	: TRANSIT OFFICE RENT:	136518	2,200.00
VENDOR 01-007113 TOTALS							2,200.00
01-007115	GEXA ENERGY, LP	I-21926067-4	30 591-0580	ELECTRICITY	: 3401 PADRE BLVD,321	136548	516.94
VENDOR 01-007115 TOTALS							516.94
01-012071	LAGUNA MADRE WATER DIS	I-10716-16	30 591-0581	WTR/SWR/GARBA:	3401 PADRE BLVD TRAN	999999	57.06
01-012071	LAGUNA MADRE WATER DIS	I-10716-33	30 591-0581	WTR/SWR/GARBA:	4601 PADR BLVD	999999	127.78
01-012071	LAGUNA MADRE WATER DIS	I-10716-36	30 591-0581	WTR/SWR/GARBA:	330 PADRE BLVD -TRAN	999999	111.62
VENDOR 01-012071 TOTALS							296.46
01-012091	CINTAS UNIFORM	I-538693752	30 591-0130	WEARING APPAR:	UNIFORMS, TRANSIT DR	136553	235.77
01-012091	CINTAS UNIFORM	I-538695232	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	136619	186.27
VENDOR 01-012091 TOTALS							422.04

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013404	MOUNTAIN GLACIER, LLC	I-0300898614	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL TR 136622		13.50
01-013404	MOUNTAIN GLACIER, LLC	I-0300898620	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. F 136622		65.25
					VENDOR 01-013404 TOTALS		78.75
01-016186	LUIS ISRAEL PEREZ	I-2114	30 591-0420	MOTOR VEHICLE:	6 UNITS WASHED #34.3 136624		210.00
					VENDOR 01-016186 TOTALS		210.00
01-018052	RED BARN TIRE CENTER,	I-293542	30 591-0420	MOTOR VEHICLE:	3-TIRE REPAIRS ISLAN 136564		43.50
					VENDOR 01-018052 TOTALS		43.50
01-018056	RED WING SHOE STORE	I-5384	30 591-0130	WEARING APPAR:	WORKBOOTS FOR DAVID 136626		150.00
01-018056	RED WING SHOE STORE	I-5385	30 591-0130	WEARING APPAR:	WORK BOOTS RICHARD M 136626		150.00
					VENDOR 01-018056 TOTALS		300.00
01-018154	REPUBLIC SERVICES #863	I-0863001212750	30 591-0581	WTR/SWR/GARBA:	4501 PADRE BLVD - OO 136565		32.56
					VENDOR 01-018154 TOTALS		32.56
01-020047	THL - INTERGOVERNMENTA	I-100116	30 591-0083	WORKERS COMPE:	PROPERTY, AUTO LIAB 136636		19,547.03
01-020047	THL - INTERGOVERNMENTA	I-100116	30 591-0520	INSURANCE	: PROPERTY, AUTO LIAB 136636		19,367.38
					VENDOR 01-020047 TOTALS		38,914.41
01-020057	THL MULTISTATE IERF	I-100716	30 591-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL 999999		5,636.33
					VENDOR 01-020057 TOTALS		5,636.33
01-020096	TEXAS DEPT. OF TRANSP	I-93016	30 591-0501	COMMUNICATION:	AMT. OWED DUE TO REF 136516		11.68
					VENDOR 01-020096 TOTALS		11.68
01-020100	T.M.R.S.	I-100716	30 591-0080	THRS	: SEPT 2016 CONTRIBUTI 999999		4,985.51
					VENDOR 01-020100 TOTALS		4,985.51

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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND 1: 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023906	XEROX CORPORATION	I-086416056	30 591-0150	MINOR TOOLS &	COPIER/PRINTER LEASE	136648	376.10
VENDOR 01-023906 TOTALS							376.10
01-1	A.S.E. SALES & SERVICE	I-487538	30 591-0410	MACHINERY & E:	A.S.E. SALES & SERVI	136655	900.00
VENDOR 01-1 TOTALS							900.00
DEPARTMENT 591 SPI METRO TOTAL:							55,672.38



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## REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003103	CARQUEST AUTO PARTS	I-7915-176983	30 595-0420	MOTOR VEHICLE: 2-PAINT BLK, 6 WHIT	136533		52.78
01-003103	CARQUEST AUTO PARTS	I-7915-177028	30 595-0420	MOTOR VEHICLE: 6- GLS WHITE ENAMEL	136533		39.00
VENDOR 01-003103 TOTALS							91.78
01-012091	CINTAS UNIFORM	I-538693752	30 595-0130	WEARING APPAR: UNIFORMS, TRANSIT DR	136553		39.53
01-012091	CINTAS UNIFORM	I-538695232	30 595-0130	WEARING APPAR: UNIFORMS FOR TRANSIT	136619		39.53
VENDOR 01-012091 TOTALS							79.06
01-016186	LUIS ISRAEL PEREZ	I-2115	30 595-0420	MOTOR VEHICLE: 2 UNITS WASHED #406,	136624		70.00
VENDOR 01-016186 TOTALS							70.00
01-020047	TML - INTERGOVERNMENTAL	I-100116	30 595-0083	WORKERS COMPE: PROPERTY, AUTO LIAB	136636		7,111.56
VENDOR 01-020047 TOTALS							7,111.56
01-020057	TML MULTISTATE IEBP	I-100716	30 595-0081	GROUP INSURAN: OCTOBER 2016 MEDICAL	999999		3,341.43
VENDOR 01-020057 TOTALS							3,341.43
01-020100	T.M.R.S.	I-100716	30 595-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	2,447.61
VENDOR 01-020100 TOTALS							2,447.61
DEPARTMENT 595 METRO CONNECT TOTAL:							13,141.44
VENDOR SET 30 TRANSPORTATION TOTAL:							68,813.82

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 41

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 41 PADRE BLVD IMPROVEMENT

DEPARTMENT: 562 PUBLIC WORKS

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011149	KINLEY-HORN & ASSOCIAT	I-069234002-0816	41 562-0530	PROFESSIONAL :	PADRE BLVD. IMPROV	999999	30,734.47
01-011149	KINLEY-HORN & ASSOCIAT	I-069234002-0916	41 562-0530	PROFESSIONAL :	PADRE BLVD. IMPROV	999999	21,105.79
						VENDOR 01-011149 TOTALS	51,840.26
						DEPARTMENT 562 PUBLIC WORKS TOTAL:	51,840.26
						VENDOR SET 41 PADRE BLVD IMPROVEMENT TOTAL:	51,840.26

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 42

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 42 GULF BLVD CONSTRUCTION

DEPARTMENT: 562 PUBLIC WORKS

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006174	FOREMOST PAVING, INC.	I-3	42 562-9075	CONSTRUCTION :	P4 GULF BLVD PROJ.	136591	187,687.46
						VENDOR 01-006174 TOTALS	187,687.46
01-011149	KIMLEY-HORN & ASSOCIAT	I-059234000-0816	42 562-0530	PROFESSIONAL :	GULF BLVD PROJ. PHAS 999999		6,000.72
						VENDOR 01-011149 TOTALS	6,000.72
01-013369	RUBEN MORA	I-3	42 562-9075	CONSTRUCTION :	INSP. FOR GULF BLVD	136621	1,025.00
						VENDOR 01-013369 TOTALS	1,025.00

DEPARTMENT 562	PUBLIC WORKS	TOTAL:	194,713.18
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VENDOR SET 42	GULF BLVD CONSTRUCTION	TOTAL:	194,713.18
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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 43

VENDOR SET: 01 City of South Padre Island

BANK: OFER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 POLICE

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTA	I-100116	60 521-0083	WORKERS COMPE: PROPERTY, AUTO LIABI	136636		809.46
VENDOR 01-020047 TOTALS							809.46
01-020057	TML MULTISTATE IESF	I-100716	60 521-0081	GROUP INSURAN: OCTOBER 2016 MEDICAL	999999		106.64
VENDOR 01-020057 TOTALS							106.64
01-020100	T.M.R.S.	I-100716	60 521-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	260.36
VENDOR 01-020100 TOTALS							260.36
DEPARTMENT 521 POLICE						TOTAL:	1,176.46



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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 44

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL / PT TIME

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTAL	I-100116	60 522-0083	WORKERS COMPE:	PROPERTY, AUTO LIAB	136636	3,389.99
01-020047	TML - INTERGOVERNMENTAL	I-100116	60 522-0520	INSURANCE	: PROPERTY, AUTO LIAB	136636	675.00
VENDOR 01-020047 TOTALS							4,064.99
01-020057	TML MULTISTATE IEBP	I-100716	60 522-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	106.64
VENDOR 01-020057 TOTALS							106.64
01-020100	T.M.R.S.	I-100716	60 522-0080	TMRS	: SEPT 2016 CONTRIBUTI	999999	162.84
VENDOR 01-020100 TOTALS							162.84
DEPARTMENT 522 BEACH PATROL / PT TIME TOTAL:							4,334.47

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 45

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTA	I-100116	60 532-0083	WORKERS COMPE:	PROPERTY, AUTO LIAB	136636	197.98
					VENDOR 01-020047 TOTALS		197.98
01-020057	TML MULTISTATE IEBP	I-100716	60 532-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL	999999	65.48
					VENDOR 01-020057 TOTALS		65.48
01-020100	T.M.R.S.	I-100716	60 532-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	110.73
					VENDOR 01-020100 TOTALS		110.73
				DEPARTMENT 532	ENVIRONMENTAL HEALTH	TOTAL:	374.19

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 46

VENDOR SET: 01 City of South Padre Island

BANK: OFER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013284	MERCHANTS AUTOMOTIVE	G I-92616	60 560-9997	LEASE PAYMENT:	#534526, 2013 FORD 1 999999		5,701.32
01-013284	MERCHANTS AUTOMOTIVE	G I-92616	60 560-9998	LEASE PAYMENT:	#534526, 2013 FORD 1 999999		566.52
01-013284	MERCHANTS AUTOMOTIVE	G I-92616	60 560-9996	LEASE-FEES :	#534526, 2013 FORD 1 999999		153.96
VENDOR 01-013284 TOTALS							6,421.80
01-018203	BOJAS HEAVY EQUIPMENT	I-2280	60 560-0510	BEACH MAINTEN:	Back Hoe Rental	136628	834.00
VENDOR 01-018203 TOTALS							834.00
01-020047	TML - INTERGOVERNMENTA	I-100116	60 560-0083	WORKERS COMPE:	PROPERTY, AUTO LIAB 136636		4,644.16
01-020047	TML - INTERGOVERNMENTA	I-100116	60 560-0520	INSURANCE :	PROPERTY, AUTO LIAB 136636		1,393.00
VENDOR 01-020047 TOTALS							6,037.16
01-020057	TML MULTISTATE IESF	I-100716	60 560-0081	GROUP INSURAN:	OCTOBER 2016 MEDICAL 999999		2,900.61
VENDOR 01-020057 TOTALS							2,900.61
01-020100	T.M.R.S.	I-100716	60 560-0080	THRS :	SEPT 2016 CONTRIBUTI 999999		2,494.02
VENDOR 01-020100 TOTALS							2,494.02
01-021134	UNITED RENTALS (NORTH	I-140861411-001	60 560-0510	BEACH MAINTEN:	RENTAL OF DUMPTK FO 136646		995.00
VENDOR 01-021134 TOTALS							995.00
DEPARTMENT 560 BEACH MAINTENANCE TOTAL:							19,692.59
VENDOR SET 60 BEACH MAINTENANCE FUND TOTAL:							29,567.71

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 47

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 560 SHORELINE

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020047	TML - INTERGOVERNMENTAL	I-100116	62 560-0083	WORKER'S COMP: PROPERTY, AUTO LIAB	136636		587.10
					VENDOR 01-020047 TOTALS		587.10
01-020057	TML MULTISTATE IEBF	I-100716	62 560-0081	GROUP INSURANCE: OCTOBER 2016 MEDICAL	999999		511.87
					VENDOR 01-020057 TOTALS		511.87
01-020100	T.M.R.S.	I-100716	62 560-0080	THRS	: SEPT 2016 CONTRIBUTI	999999	351.53
					VENDOR 01-020100 TOTALS		351.53
			DEPARTMENT 560	SHORELINE		TOTAL:	1,450.50
			VENDOR SET 62	BAY ACCESS FUND		TOTAL:	1,450.50



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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 48

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-10716	80 2470	T.M.R.S.	: EDC:SEPT 2016 CONTRI 999999		317.70
VENDOR 01-020100 TOTALS							317.70
DEPARTMENT					NON-DEPARTMENTAL	TOTAL:	317.70

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 49

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SPI CHAMBER OF COMMERCE	I-11175	80 580-0555	PROMOTIONS	: EDC: GALA & SPONSORS	136598	750.00
01-003410	SPI CHAMBER OF COMMERCE	I-11176	80 580-0102	LOCAL MEETING	: EDC:ANNUAL MEMBERSHIP	136599	18.00
01-003410	SPI CHAMBER OF COMMERCE	I-11183	80 580-0102	LOCAL MEETING	: EDC:REG. SMALL BUSIN	136601	45.00
VENDOR 01-003410 TOTALS							813.00
01-016600	PT ISABEL/SO PADRE PRE	I-93016	80 580-0540	ADVERTISING	: EDC PUBLIC HEARLING	136625	96.00
01-016600	PT ISABEL/SO PADRE PRE	I-93016	80 580-0540	ADVERTISING	: AD:SAND DOLLAR FOR S	136625	160.00
01-016600	PT ISABEL/SO PADRE PRE	I-93016	80 580-0540	ADVERTISING	: 1/2 PF AD SANDDOLLAR	136625	150.00
01-016600	PT ISABEL/SO PADRE PRE	I-93016	80 580-0540	ADVERTISING	: AD:SAND DOLLAR FOR S	136625	360.00
01-016600	PT ISABEL/SO PADRE PRE	I-93016	80 580-0540	ADVERTISING	: 1/2 PG AD SAND DOLLA	136625	150.00
VENDOR 01-016600 TOTALS							1,116.00
01-019502	AT&T	I-100316	80 580-0501	COMMUNICATION	: EDC:FAXLINES, OCT 3-	136630	56.72
VENDOR 01-019502 TOTALS							56.72
01-020057	TML MULTISTATE IERF	I-100716	80 580-0081	GROUP INSURAN	: OCTOBER 2016 MEDICAL	999999	426.56
VENDOR 01-020057 TOTALS							426.56
01-020100	T.M.R.S.	I-10716	80 580-0080	TMRS	: EDC:SEPT 2016 CONTRI	999999	573.20
VENDOR 01-020100 TOTALS							573.20
01-022202	VALLEY MORNING STAR	I-100416	80 580-0107	BOOKS & PUBLI	: EDC:6 MONTHS SUBSCRI	136647	93.60
VENDOR 01-022202 TOTALS							93.60
DEPARTMENT 580 EDC TOTAL:							3,079.08

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## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 30

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

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

PAY DATE RANGE: 10/03/2016 THRU 10/14/2016

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011145	KONE, INC.	1-949431237	80 581-0411	BUILDINGS & S:	EDC:ELEVATOR MAINTEN	136618	1,139.97
VENDOR 01-011145 TOTALS							1,139.97

DEPARTMENT 581	BIRDING CENTER	TOTAL:	1,139.97
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VENDOR SET 80	ECONOMIC DEVELOPMENT CORP	TOTAL:	4,536.75
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REPORT GRAND TOTAL:	1,523,258.27
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**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Interim Fire Chief Albert Perez

**DEPARTMENT:** Police/Fire

**ITEM**

Approve the 2016/2017 Unincorporated Cameron County District 1 Zone 6 Emergency Services Contract for Fire and EMS services.

**ITEM BACKGROUND**

This item addresses the annual renewal of the South Padre Island/Cameron County Emergency Services Contract. This contract requires the South Padre Island Fire Department to provide both "firefighting" and "emergency medical" services to unincorporated areas of Cameron County District 1, Zone No. 6 and allows compensation for the provision of those service.

**BUDGET/FINANCIAL SUMMARY**

Cameron County District 1 agrees to pay, subject to the availability of funds, the sum of \$70,209.00 annually for firefighting services.

Cameron County District 1 agrees to pay, subject to the availability of funds, the sum of \$41,389.00 annually for ambulance and emergency medical services.

Total annual funding \$111,598.00

**COMPREHENSIVE PLAN GOAL**

6A Continue to coordinate fiscally responsible and well-managed growth with the provision of adequate public facilities and services.

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



<b>LEGAL REVIEW</b>
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Sent to Legal:	YES: _____	NO: _____
Approved by Legal:	YES: _____	NO: _____

Comments:

<b>RECOMMENDATIONS/COMMENTS</b>
---------------------------------

Renew the 2016/2017 Cameron County District 1 Emergency Services Contract

5-8

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF CAMERON   §

**CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
FIRE SERVICES CONTRACT**

This agreement is made and entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1, hereinafter referred to as "DISTRICT," acting by and through its undersigned President, and the **Town of South Padre Island**, located in Cameron County, Texas, hereinafter referred to as "PROVIDER," acting by and through its undersigned Mayor, both signatories having been authorized to execute this agreement upon an affirmative majority vote of their respective governing boards.

\*                                   \*                                   \*

In consideration of the mutual covenants, agreements and benefits to both parties, it is AGREED as follows:

**I.**

**PROVISION OF SERVICES**

**A.**

During the term of this agreement, PROVIDER agrees to furnish **"firefighting" services** - defined as "the use of personnel and equipment to fight, extinguish and suppress fires," and what has been (historically) understood to be part of the duties of a fire department, including the handling of "hazardous material incidents" or the provision of "rescue services," but this does not include the prevention or investigation of fires, or related training, education, maintenance, communications or administration - to the unincorporated area of Cameron County designated as **Zone Number 6** on the Official Fire Protection Service Zone Map of the DISTRICT, which is incorporated by reference herein as if fully copied and set forth at length; a complete "definition" of these terms, and what is (or is not) included in those terms (above) are set forth in the Appendix to this Contract, which is incorporated by reference herein as if fully copied and set forth at length.

**B.**

While the purpose of this map is to define generally the PROVIDER's

main area of responsibility, such a designation does not limit the PROVIDER's duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER's Fire Chief, an emergency demands the response of the PROVIDER's firefighting services outside of Zone Number 6, the PROVIDER shall be obligated to respond.

**C.**

PROVIDER will conduct itself in conformity with the requirements and standards of emergency services (i.e., firefighting) provided in this State, in accordance with any applicable state standards; to this extent, the PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, industriously and to the best of its abilities, experience and talents, perform all the duties that may be required of and from it pursuant to the express and implicit terms hereof and to the reasonable satisfaction of the DISTRICT.

**D.**

To confirm the ability of the PROVIDER to perform services required under this Agreement and to otherwise confirm compliance with the performance anticipated and required under this Agreement by the said PROVIDER, the DISTRICT reserves the right to have its consultant or any other authorized agent or employee (at the appropriate time) contact the PROVIDER and inspect the PROVIDER's facilities, equipment and personnel to confirm the provision of same and the adequacy of same (as regards the status of such equipment and facilities or the training of such personnel, as appropriate), in contemplation of reporting same to the Board Of Emergency Services Commissioners of the DISTRICT.

**II.**

**COMPENSATION**

**A.**

DISTRICT agrees to pay, subject to the availability of funds, the sum of **\$70,209.26** per year to the PROVIDER for firefighting services in the said unincorporated areas, generally designated in Paragraph I of this agreement; the DISTRICT agrees said sum is to be paid to the PROVIDER in quarterly installments of **\$17,552.31** on or about the following dates: December 31st, March 31st, June 30th and September 30th.



**B.**

The parties hereto also agree that the DISTRICT will reimburse the PROVIDER for the costs of cleaning and purifying the firefighting apparatus due to any salt content that results from utilizing water from the bay to extinguish fires in the Sea Ranch Restaurant/Grocery Store & Marina Complex or any other County (Park) property; should the DISTRICT fail to reimburse the PROVIDER for such expenses within thirty (30) days after receiving a notice to remit a payment, the Contract will terminate after a fifteen (15) day Notice Of Termination is given to the DISTRICT and if, by the end of such period, the DISTRICT failed to cure such default.

**C.**

It is agreed that as a condition precedent to payment, the PROVIDER shall provide to the DISTRICT a written report summarizing the services rendered to the DISTRICT during the term of this Contract, with all such reports (for each "fire call") describing the particular incident, in accordance with a standardized Fire Call Reporting Form, a copy of which is attached to this Contract (after the said Appendix), and all such reports shall be due by 2:00 p.m. on the tenth day of the next month after the date of the incident reported on that Form.

**D.**

However, notwithstanding the foregoing, PROVIDER shall not, in any event, be required to provide to the DISTRICT, or include in any such report, any privileged, confidential or private information regarding any patient or person for whom ambulance or emergency medical services have been provided, including but not limited to name, address, medical condition or treatment information, or any other information determined by PROVIDER to be protected from disclosure under any applicable federal or state law or regulation.

**E.**

It is, therefore, agreed that no payment (for the relevant quarter) of the foregoing compensation will be made, unless and until the said (required) report is tendered to the DISTRICT, in a timely manner (no later than the due date referred to above in paragraph C.), and in the event of a late tender of such report, the foregoing compensation will not be paid to the said PROVIDER for that quarter.



### III.

#### TERM OF AGREEMENT

The term of the Agreement shall be one year, beginning **October 1, 2016, and ending September 30, 2017**, but the provisions of this agreement shall survive the termination and/or expiration of this agreement.

### IV.

#### TERMINATION/RENEWAL

##### A.

This contract may be terminated at will by either party sixty days after the other party is sent written notice from the party desiring termination.

##### B.

If the PROVIDER does not intend to renew this Contract after the fiscal year covered by this Contract, the PROVIDER shall provide the DISTRICT with written notice of its intent to terminate, by United States Mail, return receipt requested, not later than June 1, 2017; this 120 day notice is required to allow the DISTRICT to have sufficient time to secure alternate firefighting services in such event.

##### C.

In the event the PROVIDER fails to notify the DISTRICT of its intention not to renew this Contract, the DISTRICT may assume and rely upon such assumption that the PROVIDER will renew this Contract upon the same terms and conditions set forth in this instrument.

##### D.

Should the PROVIDER intend to renegotiate this Contract, the DISTRICT shall be notified in writing of same by United States Mail, return receipt requested, not later than June 1, 2017; if such negotiations have not been completed on or before October 1, 2016, both the PROVIDER and the DISTRICT expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty days thereafter. If, during such time, both parties fail to negotiate a new contract, the said negotiation

period shall terminate on the thirtieth (30th) day of said period; however, the contract obligations of both parties shall be extended for an additional thirty days beyond the end of the said negotiation period to allow the DISTRICT time to secure alternate firefighting services. At the end of this second negotiation period, this Contract shall terminate.

**V.**

**ENTIRE AGREEMENT**

This Contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, executed by the parties hereto and attached hereto.

**VI.**

**LAW GOVERNING/VENUE**

This Contract shall be governed by the laws of The State Of Texas and shall be performable in Cameron County, Texas.

**VII.**

**ACT OF GOD EXCUSES PERFORMANCE**

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an "act of God" or any other occurrence whatsoever which is beyond the control of the parties hereto, then such party shall be excused from any further performance of its obligations and undertakings hereunder, but only for the period of time after such occurrence that is necessary.

**VIII.**

**EXCLUSIVITY**

Pursuant to the authority vested in the Board Of Emergency Service Commissioners, the governing board (body) of the DISTRICT, the said PROVIDER is granted the exclusive right to and the exclusive responsibility for, during the term of this Agreement, the provision of all firefighting services, as defined above and as contemplated by this Contract, originating or occurring in the said Zone (Number 6) of the DISTRICT, regardless of the manner and method in which any request for such service is conveyed.



## IX.

### DISPUTE RESOLUTION

#### A.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN TORT OR UNDER CONTRACT OR STATUTE, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE RESOLVED (EXCEPT WHERE THE PARTIES HERETO RESOLVE ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BY AGREEMENT) BY ARBITRATION ONLY (I.E., ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL NOT BE RESOLVED BY OR THROUGH ANY COURT OR JUDICIAL PROCEEDING, AND FURTHER, THERE SHALL BE NO PRE-HEARING DISCOVERY, OR ANY APPEAL, EXCEPT [AS REGARDS THE APPEAL] AS PERMITTED UNDER THE RULES GOVERNING THE ARBITRATION), IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, et seq., AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THIS DOES NOT REQUIRE THE USE OF SUCH ASSOCIATION, AND SUCH RULES ARE ONLY PROCEDURES FOR THE ARBITRATION, BUT THIS PROVISION DOES NOT AUTHORIZE ANY PRE-HEARING DISCOVERY OR ANY APPEAL WHATSOEVER, EXCEPT AS INDICATED ABOVE), USING ONE ARBITRATOR, TO BE SELECTED BY AGREEMENT OF THE PARTIES - SUCH ARBITRATION TO BE CONDUCTED IN BROWNSVILLE, CAMERON COUNTY, TEXAS, IN THE ENGLISH LANGUAGE - AND A JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

#### B.

IF ANY PROCEEDING IS INITIATED TO RESOLVE A DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT BY EITHER OF THE PARTIES HERETO, IT IS EXPRESSLY AGREED THAT THE "PREVAILING PARTY" (i.e., "that one of the parties to a suit who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of his original contention. . . . ." See Black's Law Dictionary 1325 [Rev. 4<sup>th</sup> ed. 1968] [Prevailing Party]) SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY REASONABLE ATTORNEY FEES, COSTS AND EXPENSES, IN ADDITION TO ANY OTHER (INCLUDING BUT NOT LIMITED TO DECLARATORY, INJUNCTIVE OR MONETARY) RELIEF THAT MAY BE AWARDED.

## X.

### INSURANCE

The aforesaid PROVIDER is required to notify, in writing, the DISTRICT if it (the PROVIDER) has any liability insurance

whatsoever, in the unlikely event of any claim arising against the PROVIDER, in connection with the PROVIDER's provision of emergency services in the pertinent Fire Protection/Ambulance Service Zone.

**XI.**

**WARRANTIES OR REPRESENTATIONS**

THE PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY EITHER PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as is set forth in this instrument.



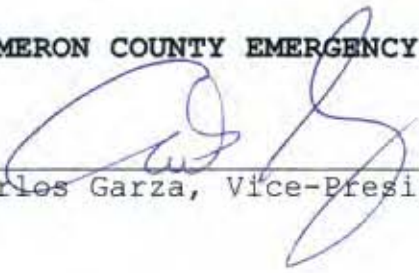
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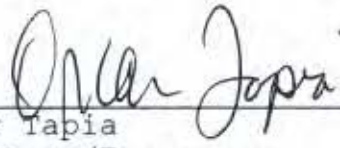
\*

Executed in duplicate by the President of the Cameron County Emergency Services District No. 1 and the Mayor of the Town of South Padre Island, who are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Contract, as set forth above, on this 28th day of September, 2016.

**CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

  
\_\_\_\_\_  
Carlos Garza, Vice-President

ATTEST:

  
\_\_\_\_\_  
Oscar Tapia  
Secretary/Treasurer

**TOWN OF SOUTH PADRE  
ISLAND**

\_\_\_\_\_  
Barry Patel  
Mayor

ATTEST:

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

## **Appendix Performance Statement**

Service Provider shall, in connection with firefighting, and if applicable, emergency medical services within the Cameron County Emergency Services District No. 1:

1. Assure fire prevention, firefighting and medical assistance personnel are properly trained and qualified for the levels of service required herein.
2. Assure that adequate qualified personnel are available in order to respond to fire and medical assist calls.
3. Assure that the fire and/or EMS department has adequate liability insurance as required by the State and provide a copy of same.
4. Provide adequate fully equipped and operational firefighting vehicles and equipment to respond to each fire call with a minimum response time.
5. Provide a departmental fiscal year operating budget that shows financial responsibility so as to adequately fund the personnel and equipment needs of the fire and/ or EMS department.
6. Prepare and submit such financial, administrative and narrative reports and other information as required, including but not limited to: A monthly narrative report of fire call activities, as of each month.
7. Provide routine (minor) maintenance of facilities, buildings and grounds, within their capabilities and to keep buildings and grounds clean and neat at all times.
8. Provide a sufficient number of volunteer and/ or paid firefighters to adequately provide fire protection to the District; the firefighters shall be trained in accordance with the minimum standards of the State Fireman's and Fire Marshal's Association of Texas, or the Texas Commission on Fire Protection.
9. Establish criteria and conduct a background check to preclude persons who have criminal histories that may be detrimental to the mission of the Department;
10. Maintain written standard operating procedures for the operation of the Department;
11. Maintain job descriptions outlining the responsibilities of members and employees;
12. Comply with the National Fire Protection Association Standards, insofar as possible, and all applicable state and federal statutes and rules;
13. Firefighters operating at hazardous material incidents are qualified, in accordance with the Occupational Safety and Health Administration (OSHA)1901.120;
14. Keep records and reports of all emergency calls as they pertain to the designated Zone and provide a summary of the same;
15. That the City Manager of a City Fire and/or EMS Department or his designee shall be the liaison with the District.
16. That the Fire Chief or EMS Director and/ or the President of a 501 (c) (3) Volunteer Fire Department, or his designee, shall be the liaison with the District.
17. Participate in fire and/or EMS Injury and Illness prevention education and training program activities such as CPR, AED, etc., when possible.
18. Provide additional protection coverage in the District by responding to a mutual aid call as part of a mutual aid agreement.
19. Participate with the Cameron County Fire Marshal's Office and provide documentation when applicable for monitoring or conducting a site review.

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CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
CCESD FIRE CALL REPORTING FORM  
(Effective October 1, 2009)

Date: ----- Time: -----

Fire Department Name: -----

CCESD Fire Zone Assigned (By Contract) To That Fire Department: -----

\* \* \*

Type of Call (in accordance with the Appendix to the respective CCESD Firefighting Contract, a copy of the Appendix being attached to this Form):

Category: Fires/Rescues/Environmental Responses/Miscellaneous  
(Circle one)

Number (e.g., B 6, A 2): -----

\* \* \*

Location Of Fire/Rescue/Environmental Response/Etc. (Giving street or similar address and CCESD Fire Zone #):

-----  
-----

Nature of Incident: -----

-----

Number Of Apparatus/Trucks Responding (of the said Fire Department): -----

Number Of Personnel Responding (of the said Fire Department): -----

Amount Of Time On The Scene (of the said Fire Department): -----

Call Description/Narrative: -----

-----

Notification Of Incident By (e.g., 9-1-1 or municipal dispatcher, sheriff, police, state law enforcement, federal law enforcement, EMS service, or other sources): -----

\* \* \*

I hereby certify, under penalties of perjury, that (1) the information set forth in this Form is true and correct, to the best of my knowledge and belief, in all particulars, (2) this form is accompanied by the Department's standard and legally required "fire incident" report, (3) CCESD is entitled to audit and review this report (as required by CCESD), and (4) the above (i.e., claimed) fire call was within the appropriate CCESD Fire Zone for this Fire Department (which is the appropriate Fire Department to respond to that fire call).

Fire Chiefs Signature: ----- (Printed Name): ----- Dated: -----

Approved \_\_\_\_\_ Denied \_\_\_\_\_ (reason for denial follows) \_\_\_\_\_

-----

Reviewed by: ----- Date: -----

(This Fire Call Reporting Form is confirmed and augmented by the "fire incident" report required by law that is to be submitted with this Form).

(If more space is required, use additional sheets of paper and attach the same to this Form).

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## APPENDIX

### (To CCESD Firefighter Contracts)

The following items or categories, pursuant to the preceding CCESD- PROVIDER Contract (for "firefighting services"), are considered to be a "covered" and compensable "fire call" that is to be undertaken, as appropriate (based on the zone of coverage at issue and within the discretion of PROVIDER), by PROVIDER, which shall parallel the Fire Department Call Report that, along with this Appendix and the foregoing Contract, is approved by CCESD:

#### A. FIRES

1. Structure Fire
2. Grass Fire
3. Vehicle Fire
4. Utility Pole Fire
5. Tree Fire
6. Trash Fire
7. Brush Fire

#### B. RESCUES

1. Aircraft Crash/Down
2. Drowning
3. Bee attack (rescue only)
4. Water Rescue (flood or beach)
5. Heavy Rescue (building collapse, farm or industrial equipment)
6. Motor Vehicle Accident Extrication/Scene Safety

#### C. ENVIRONMENTAL RESPONSES

1. Motor Vehicle Accident "Spill Clean-up"
2. Gas leak/odor
3. Power lines down
4. Haz-Mat Response
5. Removal of trees on roadway

#### D. MISCELLANEOUS

1. Automatic Alarm Response

- \* In the event of any questions about the terms in this Appendix, the County Fire Marshal will attempt to "rule" on the propriety of the claimed "fire call," administratively, in accordance with the terms of this Appendix and the Contract (between CCESD and PROVIDER), in consultation with the CCESD Administrator and the CCESD Counsel, it being anticipated that only emergency situations are to be addressed under the said Contract and this Appendix, involving (for example) injury to people or property, loss of life or property, or disasters, accidents, storms, explosions and so forth.



## Monthly Summary Report

### Fire Calls

Adjusted No. of Calls \_\_\_\_\_

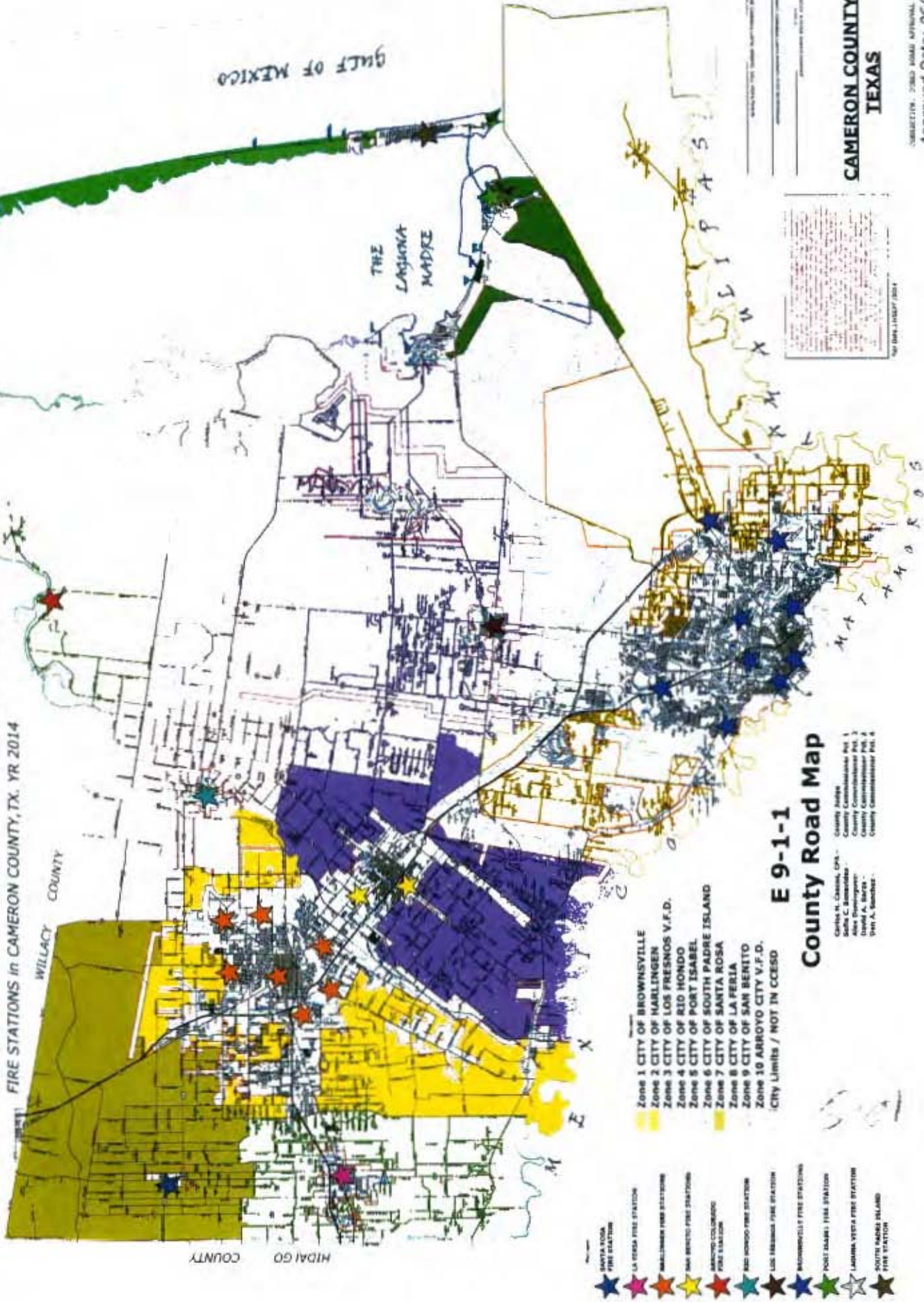
Total No. of Calls\_\_\_\_\_

[illegible]

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## EMERGENCY SERVICE DISTRICT ZONES

FIRE STATIONS in CAMERON COUNTY, TX. YR 2014



**CAMERON COUNTY,**  
**TEXAS**

SUBMISSION: 2013-03-01 APPROVAL DATE: JANUARY 8, 2014  
 Approved Date: 06/10/2013



THE STATE OF TEXAS   §  
                                  §  
COUNTY OF CAMERON   §

**CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
EMERGENCY MEDICAL SERVICES CONTRACT**

This Agreement is made and entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1, hereinafter referred to as "DISTRICT," acting through its undersigned President, and the **Town of South Padre Island**, located in Cameron County, Texas, hereinafter referred to as "PROVIDER," acting by and through its undersigned Mayor, both signatories having been authorized to execute this Agreement upon an affirmative majority vote of their respective governing boards.

\* \* \*

In consideration of the mutual covenants, agreements and benefits to both parties, it is AGREED as follows:

**I.**

**PROVISION OF SERVICES**

**A.**

During the term of this Agreement, PROVIDER agrees to furnish **ambulance and emergency medical services** to the unincorporated area of Cameron County designated as **Zone Number 6** on the Official Ambulance Service Zone Map of the DISTRICT, which is incorporated herein by reference and hereby made a part of this Agreement.

**B.**

While the purpose of this map is to define generally the PROVIDER's main area of service responsibility, such a designation does not limit the PROVIDER's duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER's Director Of Emergency Medical Services, an emergency needs the response of the PROVIDER's ambulance and emergency medical services outside of Zone Number 6, the PROVIDER may respond.

C.

PROVIDER will conduct itself in conformity with the requirements and standards of emergency services (i.e., firefighting) provided in this State, in accordance with any applicable state standards; to this extent, the PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, industriously and to the best of its abilities, experience and talents, perform all the duties that may be required of and from it pursuant to the express and implicit terms hereof and to the reasonable satisfaction of the DISTRICT.

D.

To confirm the ability of the PROVIDER to perform services required under this Agreement and to otherwise confirm compliance with the performance anticipated and required under this Agreement by the said PROVIDER, the DISTRICT reserves the right to have its consultant or any other authorized agent or employee (at the appropriate time) contact the PROVIDER and inspect the PROVIDER's facilities, equipment and personnel to confirm the provision of same and the adequacy of same (as regards to the status of such equipment and facilities or the training of such personnel, as appropriate), in contemplation of reporting same to the Board of Emergency Services Commissioners of the District.

II.

COMPENSATION

A.

DISTRICT agrees to pay, subject to the availability of funds, the sum of **\$41,369.06** per year to the PROVIDER for ambulance and emergency medical services in the said unincorporated areas generally designated in Paragraph I of this Agreement; the DISTRICT agrees said sum is to be paid to the PROVIDER in quarterly installments of **\$10,347.26** on or about the following dates: December 31st, March 31st, June 30th and September 30th.

B.

It is agreed further that as a condition precedent to payment, the PROVIDER shall provide to the DISTRICT a written report summarizing the services rendered to the DISTRICT, with said report listing all calls, by date, location and nature, made on behalf of the DISTRICT; this report shall be due fifteen (15) days after the



pertinent payment period (set forth in the paragraph above) ends and shall be printed on reporting forms provided by the DISTRICT.

**C.**

However, notwithstanding the foregoing, PROVIDER shall not, in any event, be required to provide to the DISTRICT, or include in any such report, any privileged, confidential or private information regarding any patient or person for whom ambulance or emergency medical services have been provided, including but not limited to name, address, medical condition or treatment information, or any other information determined by PROVIDER to be protected from disclosure under any applicable federal or state law or regulation.

**D.**

It is, therefore, agreed that no payment (for the relevant quarter) of the foregoing compensation will be made, unless and until the said (required) report is tendered to the DISTRICT, in a timely manner (no later than the due date referred to above in paragraph B.), and in the event of a late tender of such report, the foregoing compensation will not be paid to the said PROVIDER for that quarter.

**III.**

**TERM OF AGREEMENT**

The term of this Agreement shall be one year, beginning **October 1, 2016 and ending September 30, 2017**, but the provisions of this Agreement shall survive the termination and/or expiration of this Agreement.

**IV.**

**TERMINATION/RENEWAL**

**A.**

This contract may be terminated at will by either party sixty days after the other party is sent written notice from the party desiring termination.

**B.**

If the PROVIDER does not intend to renew this Contract after the fiscal year covered by this Contract, the PROVIDER shall provide the DISTRICT with written notice of its intent to terminate, by United States Mail, return receipt requested, not later than June

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1, 2016; this 120 day notice is required to allow the DISTRICT to have sufficient time to secure alternate ambulance and emergency medical services in such event.

**C.**

In the event the PROVIDER fails to notify the DISTRICT of its intention not to renew this Contract, the DISTRICT may assume and rely upon such assumption that the PROVIDER will renew this Contract upon the same terms and conditions set forth in this instrument.

**D.**

Should the PROVIDER intend to renegotiate this Contract, the DISTRICT shall be notified in writing of same, by United States Mail, return receipt requested, not later than June 1, 2016; if such negotiations have not been completed on or before October 1, 2016, both the PROVIDER and the DISTRICT expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty days thereafter. If, during such time, both parties fail to negotiate a new contract, the negotiation period shall terminate on the thirtieth (30th) day of said period; however, the contract obligations of both parties shall be extended for an additional thirty days beyond the end of the said negotiation period to allow the DISTRICT time to secure alternate ambulance and emergency medical services. At the end of this second (negotiation) period, this Contract shall terminate.

**V.**

**ENTIRE AGREEMENT**

This Contract shall comprise the entire Agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, executed by the parties hereto and attached hereto.

**VI.**

**LAW GOVERNING/VENUE**

This Contract shall be governed by the laws of The State of Texas and shall be performable in Cameron County, Texas.



## **VII.**

### **ACT OF GOD EXCUSES PERFORMANCE**

In the event that either party shall be prevented from completing performance of its respective obligations hereunder by an "act of God" or any other occurrence whatsoever which is beyond the control of the parties hereto, then such party shall be excused from any further performance of its obligations and undertakings hereunder, but only for the period of time after such occurrence that is necessary.

## **VIII.**

### **EXCLUSIVITY**

Pursuant to the authority vested in the Board Of Emergency Services Commissioners, the governing board (body) of the DISTRICT, the said PROVIDER is granted the exclusive right to and the exclusive responsibility for, during the term of this Agreement, the provision of all emergency and non-emergency ambulance and emergency medical services, including special events coverage, as contemplated by this Contract, originating or occurring in the said Zone (Number 6) of the DISTRICT, regardless of the manner and method in which any request for such service is conveyed.

## **IX.**

### **DISPUTE RESOLUTION**

#### **A.**

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN TORT OR UNDER CONTRACT OR STATUTE, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE RESOLVED (EXCEPT WHERE THE PARTIES HERETO RESOLVE ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BY AGREEMENT) BY ARBITRATION ONLY (I.E., ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL NOT BE RESOLVED BY OR THROUGH ANY COURT OR JUDICIAL PROCEEDING, AND FURTHER, THERE SHALL BE NO PRE-HEARING DISCOVERY, OR ANY APPEAL, EXCEPT [AS REGARDS THE APPEAL] AS PERMITTED UNDER THE RULES GOVERNING THE ARBITRATION), IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, et seq., AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THIS DOES NOT REQUIRE THE USE OF SUCH ASSOCIATION, AND SUCH RULES ARE ONLY PROCEDURES FOR THE ARBITRATION, BUT THIS PROVISION DOES NOT AUTHORIZE ANY PRE-HEARING DISCOVERY OR ANY APPEAL WHATSOEVER, EXCEPT AS INDICATED ABOVE), USING ONE ARBITRATOR, TO BE SELECTED BY AGREEMENT OF THE PARTIES - SUCH

ARBITRATION TO BE CONDUCTED IN BROWNSVILLE, CAMERON COUNTY, TEXAS, IN THE ENGLISH LANGUAGE - AND A JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

**B.**

IF ANY PROCEEDING IS INITIATED TO RESOLVE A DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT BY EITHER OF THE PARTIES HERETO, IT IS EXPRESSLY AGREED THAT THE "PREVAILING PARTY" (i.e., "that one of the parties to a suit who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of his original contention. . . . .") See Black's Law Dictionary 1325 [Rev. 4<sup>th</sup> ed. 1968] [Prevailing Party]) SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY REASONABLE ATTORNEY FEES, COSTS AND EXPENSES, IN ADDITION TO ANY OTHER (INCLUDING BUT NOT LIMITED TO DECLARATORY, INJUNCTIVE OR MONETARY) RELIEF THAT MAY BE AWARDED.

**X.**

**INSURANCE**

The aforesaid PROVIDER is required to notify, in writing, the DISTRICT if it (the PROVIDER) has any liability insurance whatsoever, in the unlikely event of any claim arising against the PROVIDER, in connection with the PROVIDER's provision of emergency services in the pertinent Fire Protection/Ambulance Service Zone.

**XI.**

**WARRANTIES OR REPRESENTATIONS**

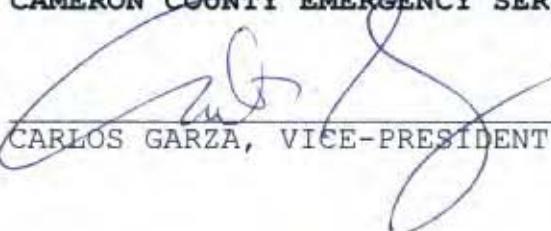
THE PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY EITHER PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as is set forth in this instrument.




\* \* \*

Executed in duplicate by the President of the Cameron County  
Emergency Services District No. 1 and the Mayor of the Town of  
South Padre Island, who are duly authorized to represent and bind  
said DISTRICT and PROVIDER, respectively, to the terms and  
conditions of this Contract, as set forth above, on this 28<sup>th</sup> day of  
September, 2016.

**CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

  
\_\_\_\_\_  
CARLOS GARZA, VICE-PRESIDENT

ATTEST:

  
\_\_\_\_\_  
OSCAR TAPIA  
Secretary/Treasurer

**TOWN OF SOUTH PADRE  
ISLAND**

\_\_\_\_\_  
BARRY PATEL  
Mayor

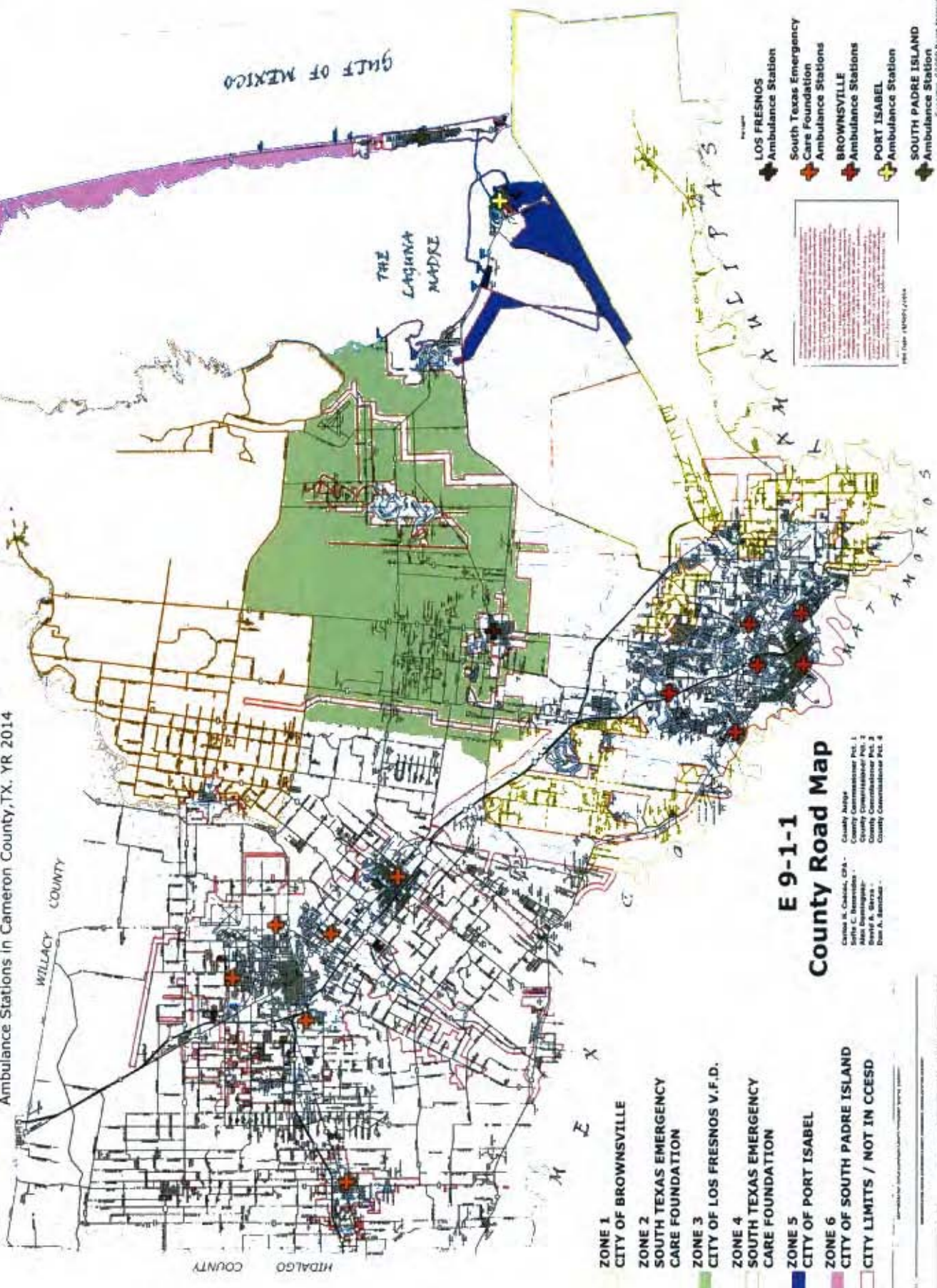
ATTEST:

\_\_\_\_\_  
SUSAN HILL  
City Secretary

# ESD Emergency Medical Services

## EMERGENCY SERVICE DISTRICT ZONES

Ambulance Stations in Cameron County, TX, YR 2014



- ZONE 1  
CITY OF BROWNSVILLE
- ZONE 2  
SOUTH TEXAS EMERGENCY  
CARE FOUNDATION
- ZONE 3  
CITY OF LOS FRESNOS V.F.D.
- ZONE 4  
SOUTH TEXAS EMERGENCY  
CARE FOUNDATION
- ZONE 5  
CITY OF PORT ISABEL
- ZONE 6  
CITY OF SOUTH PADRE ISLAND
- CITY LIMITS / NOT IN CCESD

- LOS FRESNOS  
Ambulance Station
- South Texas Emergency  
Care Foundation  
Ambulance Stations
- BROWNSVILLE  
Ambulance Stations
- PORT ISABEL  
Ambulance Station
- SOUTH PADRE ISLAND  
Ambulance Station

### E 9-1-1 County Road Map

County Auditor  
County Commissioner Pct. 1  
County Commissioner Pct. 2  
County Commissioner Pct. 3  
County Commissioner Pct. 4  
County Commissioner Pct. 5  
County Commissioner Pct. 6  
County Commissioner Pct. 7  
County Commissioner Pct. 8  
County Commissioner Pct. 9  
County Commissioner Pct. 10



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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Mary K. Hancock, Permits/Parks & Recreation Program Manager

**DEPARTMENT:** Community Events

**ITEM**

Approve a resolution authorizing closure of Padre Boulevard (PR 100) Friday, December 9, 2016 for the Annual Christmas Parade; and authorizing the City Manager to enter into an agreement with Texas Department of Transportation (TXDOT) for the permitting of the event.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**





**RESOLUTION NO. 2016-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, APPROVING THE TEMPORARY CLOSURE OF HIGHWAY 100 FOR THE SOUTH PADRE ISLAND CHRISTMAS PARADE.**

**WHEREAS**, the South Padre Island Christmas Parade, produced by City of South Padre Island, is an annual event beginning on Padre Blvd.

**WHEREAS**, Christmas Parade brings over hundreds of families to South Padre Island; and

**WHEREAS**, the implementation of the South Padre Island Christmas Parade requires our consent by resolution for temporary closure of a state right-of-way;

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

**Section 1.** The City Council hereby adopts Resolution No. 2016-30 supporting the temporary closure of Hwy. 100 on Friday December 9, 2016 for this event and will provide traffic control for the temporary closure of Hwy. 100 and will provide safe travel for parade participants and the general public.

**PASSED, APPROVED AND ADOPTED** on this the 19th day of October, 2016

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Bharat R. Patel, Mayor

**ATTEST:**

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

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STATE OF TEXAS §

COUNTY OF §

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

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

**WITNESSETH**

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

**WHEREAS**, the City has requested the temporary closure of PR 100 for the purpose of SPI CHRISTMAS PARADE, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

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

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

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

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

**AGREEMENT**

**Article 1. CONTRACT PERIOD**

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

**Article 2. EVENT DESCRIPTION**



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

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

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

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

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

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

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

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

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

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

### **Article 5. TERMINATION**

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

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

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



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

**Article 6. DISPUTES**

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

**Article 7. RESPONSIBILITIES OF THE PARTIES**

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

**Article 8. INSURANCE**

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

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

**Article 9. AMENDMENTS**

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

**Article 10. COMPLIANCE WITH LAWS**

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

**Article 11. LEGAL CONSTRUCTION**

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

**Article 12. NOTICES**

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

<p style="text-align: center;"><b>City:</b></p> <p><u>SOUTH PADRE ISLAND</u></p> <p><u>4601 PADRE BLVD.</u></p> <p><u>South Padre Island, TX</u></p> <p style="text-align: right;"><u>78597</u></p>	<p style="text-align: center;"><b>State:</b></p> <p><u>Texas Department of Transportation</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

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

**Article 13. SOLE AGREEMENT**

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

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

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

Executed on behalf of the City by:

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

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

**THE STATE OF TEXAS**

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

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

Reviewed By:

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

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

5-35



Oct. 10, 2016

To: Lynette Villareal  
Texas Dept. Of Transportation  
Permit Coordinator

From: Mary K. Hancock  
City of South Padre Island  
Permitting  
4601 Padre Blvd.  
South Padre Island, TX 78597

This application for a Temporary Road Closure Permit is for the following:

Event: South Padre Island Christmas Parade

Date: Friday December 9, 2016  
Time: Partial: 4:30pm to 6pm Full closure: 6pm to 10pm  
Location: Partial: Southbound PR100 at Polaris Drive with detour to Laguna  
Full Closure: Northbound PR100 at Venus Lane with detour to Gulf Blvd.

The South Padre Island Christmas Parade is an annual event attracting several thousand visitors each year.

Thank You,

Mary K. Hancock  
Parks & Recreation Program Manager  
City of South Padre Island

5-36





## **South Padre Island Police Department**

*Randy Smith, Chief*

September 29, 2016

### **Traffic Management Plan for South Padre Island Christmas Parade Friday, December 09, 2016 South Padre Island Police Department**

#### **I. Purpose**

The purpose of this plan is to best manage traffic flow during the annual South Padre Island Christmas Parade. It will also provide procedures for deployment of personnel and equipment to ensure the success of this event.

#### **II. Discussion**

It is the plan of this law enforcement agency along with other City Departments of South Padre Island to work together and manage personnel and equipment placed in areas to enhance the flow of traffic to manage the parade event. The partial closure will take place from approximately 4:30p.m. to 6:00p.m. and full closure from 6:00pm to 10:00p.m. on Friday, December 09, 2016.

#### **III. Actions**

1. The placement of traffic control barrels/cones on the roadway to direct traffic movement to minimize the delay of traffic movement. The placement of these devices would be at a time and place identified by City personnel and staff of the event.
2. To identify locations where police and other City personnel could be positioned to ensure control and safe movement of traffic.
3. Locations of traffic control management / traffic control devices to facilitate the parade:

##### **Partial Closure: 4:30p.m. to 6:00p.m.**

Southbound Park Road 100 at Polaris Drive with detour to Laguna Blvd.

One (1) law enforcement officer with vehicle equipped with lights.

Northbound PR 100 at Venus Lane with detour to Gulf Blvd.

One (1) law enforcement officer with vehicle equipped with lights.

##### **Full Closure: 6:00p.m. to 10:00p.m.**

Southbound Park Road 100 at Polaris Drive with detour to Laguna Blvd.

Two (2) law enforcement officer with vehicle equipped with lights.

*City of South Padre Island -- Police Department -- Randy Smith, Chief*


5-37

## **South Padre Island Police Department**

Northbound Park Road 100 at Red Snapper Street with detour to Gulf Blvd.  
Two (2) law enforcement officers with vehicles equipped with lights.  
Northbound and Southbound Park Road 100 at intersecting streets with have barrels/cones to prevent cross traffic as needed. Traffic marshals to prohibit crossing through the parade.

### IV. Additional Considerations

1. Provisions for staging areas at the parade beginning and ending are in place.
2. Detour routes will be open for the duration of the parade.
3. Bus parking for parade participants is located on W. Red Snapper Street which will be closed to vehicle traffic, allowing participants to safely enter and exit buses.
4. The City will issue a press release identifying detour routes in advance of the event.
5. EMS personnel will be on standby in South Padre Island as needed.
6. Traffic Signal Operation is not impeded during the parade.
7. The South Padre Island Police Department is charged with the management of this traffic plan for this event. Any complications where elements might compromise the traffic flow or congestions will be identified and addressed.
8. Extra police personnel will be hired as needed to work the traffic management plan.
9. We will prepare for the known variable and adjust to the needs that arise.



Randy Smith  
Chief of Police

*City of South Padre Island -- Police Department -- Randy Smith, Chief*

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4601 Padre Boulevard • South Padre Island, Texas 78597 • 956.761.8147 • Fax 956.761.3896

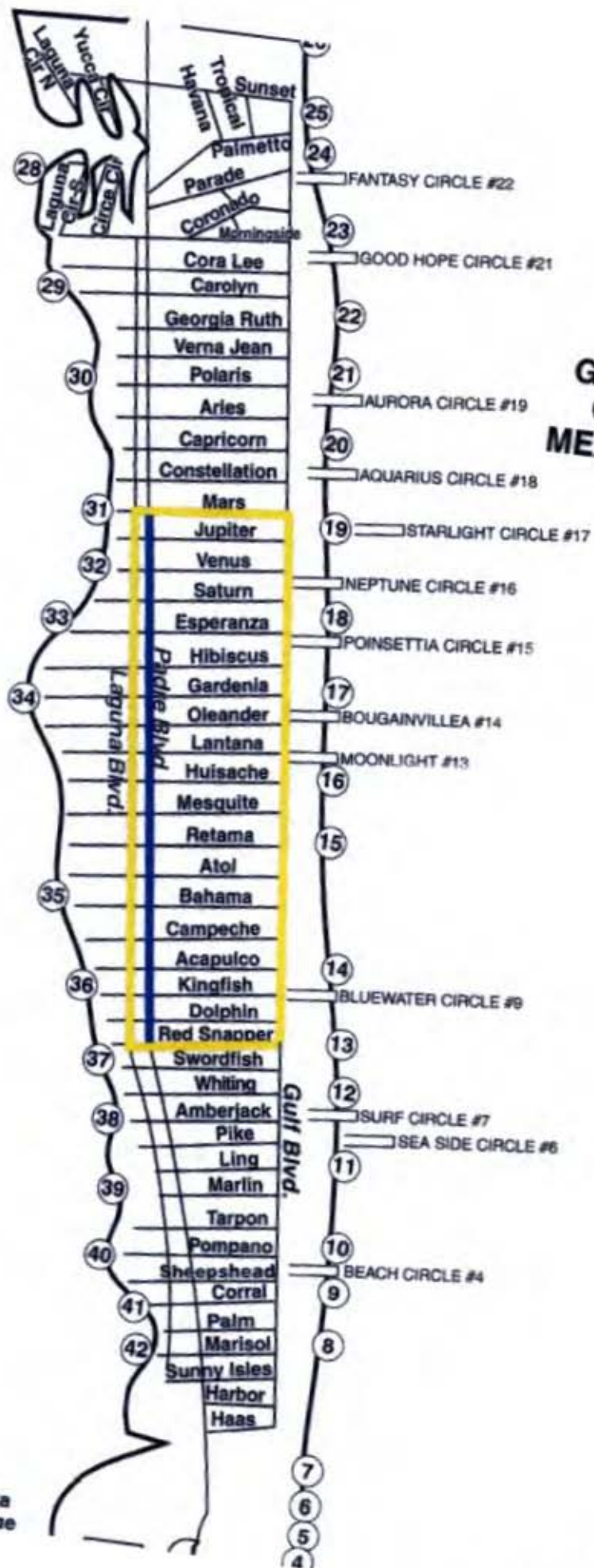
5-38

**LAGUNA  
MADRE BAY**

Parade Route

Detour Route

Queen Isabella  
Memorial Bridge



**GULF  
OF  
MEXICO**

5-39



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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Theresa Metty, Council Member

**DEPARTMENT:** City Council

**ITEM**

Approve excused absence request for Council Member Theresa Metty from the October 5, 2016 City Council Meeting.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

5-40

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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Paul Munarriz, Council Member

**DEPARTMENT:** City Council

**ITEM**

Discussion and action to approve first reading of Ordinance No. 16-21 vacating and closing a portion of a certain street/roadways within the city and known as the portion of West Kingfish Street located between the west right-of-way line of Laguna Boulevard along the line from the eastern property lines of (i) Lot 8, Block 65, and (ii) Lot 9, Block 66, Padre Beach Section V, through to the Laguna Madre, all according to the map or plat recorded in volume 14, page 68 of the map records of Cameron County, Texas; and authorizing the transfer of the said abandoned roadway to the abutting property owners.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

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

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

Approved by Legal:

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

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

Comments:

**RECOMMENDATIONS/COMMENTS**



ORDINANCE NO. 16-21

AN ORDINANCE OF CITY OF SOUTH PADRE ISLAND, TEXAS, VACATING AND CLOSING A PORTION OF A CERTAIN STREET/ROADWAYS WITHIN THE CITY AND KNOWN AS THE PORTION OF WEST KINGFISH STREET LOCATED BETWEEN THE WEST RIGHT-OF-WAY LINE OF LAGUNA BOULEVARD ALONG THE LINE FROM THE EASTERN PROPERTY LINES OF (i) LOT 8, BLOCK 65, AND (ii) LOT 9, BLOCK 66, PADRE BEACH SECTION V, THROUGH TO THE LAGUNA MADRE, ALL ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 14, PAGE 68 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND AUTHORIZING THE TRANSFER OF THE SAID ABANDONED ROADWAY TO THE ABUTTING PROPERTY OWNERS; AND PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, the owners of condominium units in the Sand Castle Number One, Sand Castle II and Sand Castle III condominium regimes (the "Sand Castle Unit Owners") are the sole owners, in undivided interests as part of the common elements of their respective condominium regimes, of the property abutting that portion of West Kingfish Street located between the west right-of-way line of Laguna Boulevard along the line from the eastern property lines of (i) Lot 8, Block 65, and (ii) Lot 9, Block 66, Padre Beach Section V, through to the Laguna Madre, all according to the map or plat recorded in Volume 14, Page 68 of the Map Records of Cameron County, Texas, and have requested that said portion of West Kingfish Street be closed; and

WHEREAS, it has been determined that closing of such street will not adversely affect the flow of traffic, and that the Sand Castle Unit Owners are the only abutting property owners on that portion of West Kingfish Street to be closed, and that closing of the same will be in the best interest of the City and will serve a general public purpose;

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

Section 1. That portion of West Kingfish Street located between the west right-of-way line of Laguna Boulevard along the line from the eastern property lines of (i) Lot 8, Block 65, and (ii) Lot 9, Block 66, Padre Beach Section V, through to the Laguna Madre, all according to the map or plat recorded in Volume 14, Page 68 of the Map Records of Cameron County, Texas (the "Subject Easement"), is hereby declared vacated, abandoned and closed, subject to a reversionary interest in the event the Sand Castle Unit Owners no longer use the land underlying the Subject Easement as among the condominium common elements for access to the parking areas and private boat ramp and docks comprising a portion of the condominium common elements. A true and correct depiction of the portion of West Kingfish Street being closed and abandoned is attached as Exhibit "A" and incorporated herein for all purposes.

Section 2. The Mayor and/or City Manager are hereby authorized to execute and deliver a Deed Without Warranty conveying the interest of the City in the property (abandoned street) to the Sand Castle Unit Owners in undivided interests as part of the common elements of their respective condominium regimes, with the City of South Padre Island retaining a reversionary interest as set forth herein. The Mayor and/or City Manager are authorized to execute any and all replats reflecting the abandonment of said right-of-way and the return of the same to the abutting property owners as may be required by law.

6-2



Section 3. This Ordinance shall become effective at its second reading. This Ordinance shall not be incorporated into the Code of Ordinances of the City.

PASSED, APPROVED, AND ADOPTED on First Reading, this 19th day of October, 2016.

PASSED, APPROVED, AND ADOPTED on Second Reading, this 2nd day of November, 2016.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

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Susan Hill, City Secretary

---

Bharat Patel, Mayor

6-3

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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and action to consider funding request in the amount of \$19,534 for the artificial reef fall 2016 deployment.

**ITEM BACKGROUND**

The EDC Projects Committee met to discuss funding request of \$58,600 for the artificial reef fall 2016 deployment. It was suggested that the City, EDC and CVB collaboratively fund this in the amount of \$19,534 per entity.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

[jowilliams0212@gmail.com](mailto:jowilliams0212@gmail.com)

Dear Keith, Barry and Darla:

At the EDC Projects Committee held last week, when discussing the funding request of \$58,600 it was recommended to approach the request collaboratively between the City, EDC and CVB. Can you please let me know what you think? Would you be open to putting this on your respective agendas to approve funding the artificial reef fall 2016 deployment in the amount of \$19,534 per entity?

Thank you for your consideration.

***Darla Lapeyre***

South Padre Island Economic Development Corporation  
6801 Padre Blvd.

South Padre Island, TX 78597

[spiedc@aol.com](mailto:spiedc@aol.com)

**956-761-6805**

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

11-2



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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Dennis Stahl, Council Member

**DEPARTMENT:** City Council

**ITEM**

Discussion and action on possible amendments to Chapter 11, Article 12 (short term rentals) as requested by the South Padre Island Board of Realtors; and direct City Attorney to draft amending ordinance.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**



2111 Padre Blvd. Suite #5  
P.O. Box 2566  
South Padre Island, Texas 78597  
Phone: (956) 772-1940

September 22, 2016

South Padre Island City Council  
4601 Padre Blvd.  
South Padre Island, TX 78597

**RE: Suggested Changes to Ordinance No. 15-03**

As obtained from [http://www.myspi.org/egov/documents/1430945657\\_42936.pdf](http://www.myspi.org/egov/documents/1430945657_42936.pdf)

For the purpose of this letter, underlining indicates additions and ~~strikethroughs~~ indicate deletions.

**Section 11-220(d)** The Owner shall not be relieved from any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the residential dwelling unit as a short term rental unit, ~~regardless of whether such noncompliance was committed by the Owner's authorized agent or representative or the occupants of the Owner's short term rental unit or their guests.~~

**Reasoning:** This provision purports to make the short term rental owner responsible for any violation of any kind that occurs on a vacation rental property. It is unfair to hold a short term rental owner responsible for a violation that the owner did not commit and that is beyond the owner's reasonable ability to control.

**Section 11-221(b)(3)** The local contact person is the person designated by the owner or the operator who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding ~~in person within one hour~~ to complaints regarding the condition, operation, or conduct of occupants of the short term rental unit; and (2) taking remedial action to resolve any such complaints.

**Reasoning:** Section 11-22(b)(3) unreasonably places local contact persons at risk of physical harm or potential liability. The provision arguably "deputizes" local contact persons to carry out the City's code enforcement duties.

**Section 11-221(d)** Registration Fee (1) The short term rental registration form shall be accompanied by an ~~initial~~ registration fee as established by the City Council. i. The ~~initial~~ rental registration fee shall be fifty dollars (\$50.00) (per rental unit). ii. The ~~initial~~ registration fee is waived for those properties that have been properly remitting hotel occupancy tax.

(2) A registration is valid from the date the completed registration is filed with the City and payment of the registration fee (if applicable) has been made ~~and is transferrable if, unless~~ the ownership of the short term rental changes.

**Reasoning:** If "initial registration fee" is the total fee, the "initial" should be removed. "Initial" may lead an owner to think there are subsequent fees.

8-2

Legal responses to BOR requested deletions and/or additions:

RE: Section 11-220(d)

Originally, the main focus of this ordinance was to collect HOT money, and that is still the main focus. However, as the ordinance was being created, there was a significant push to broaden the ordinance to address badly behaved rental guests. As such, we included this language in the ordinance to address such and to send a message to owners (scare tactic) to monitor the same and be more involved. Technically, I do not know how we can make an owner liable for poorly behaved rental guests. The police would cite those individual guests since they are the acting party, not the owner(s). Again, we included such language in the hopes of curtailing some bad behavior. The requested deletion does not really effect the City's enforcement of the ordinance. If a renter violates a city ordinance, then the police are called or that person is cited.

RE: Section 11-221(b)(3)

We suggest the following options:

- 1) "...responding within one hour to complaints regarding the conduct of occupants...." We have no problem deleting "in person" but do not agree to delete "within one hour" because we still wish that someone respond within one hour to a complaint about the conduct of the occupants. We suggest deleting "condition and operation" because I do not think neighbors will be complaining about those aspects.
- 2) "...respond in person within one hour if the complaint cannot be resolved in any other manner...."

RE: Section 11-221(d)

I do not think any of the requested revisions have any negative impact. After all, the registration number stays with the property.



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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Dennis Stahl, Council Member

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action to approve Resolution No. 2016-31 amending Resolution No. 2014-25 by expanding the criteria for members of the Convention and Visitors Advisory Board.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**



**RESOLUTION NO. 2016-31**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH PADRE ISLAND, TEXAS, AMENDING RESOLUTION  
NO. 2014-25 BY EXPANDING THE CRITERIA FOR MEMBERS  
OF THE CONVENTION AND VISITORS ADVISORY BOARD**

**WHEREAS**, Resolution No. 2014-25 adopted by the City Council on December 17, 2014 expanded the Convention and Visitors Advisory Board to seven (7) members, with five (5) members from either the Hotel/Motel Industry and/or the Condominium Rental Industry, one (1) member from the Entertainment Industry and one (1) member from the Technical Industry; and

**WHEREAS**, Council has the authority to create and appoint such Board, and now wishes to have the ability to appoint certain members who may not fit neatly into one of these categories, but in Council's judgment, will make significant contributions to the Island and further the purposes of the Board.

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

**Section 1.** The Convention and Visitors Advisory Board shall remain a seven (7) member board with the following criteria:

- Five (5) members from either the Hotel/Motel Industry and/or Condominium Rental Industry.
- One (1) member from the Entertainment Industry or a member who, in the Council's judgment, would provide a balanced business perspective and further the purposes of the Board.
- One (1) member from the Technical Industry or a member who, in Council's judgment, would provide a balanced business perspective and further the purposes of the board.

**Section 2.** All original responsibilities shall remain the same.

**PASSED, APPROVED AND ADOPTED** on this the 19th day of October 2016

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Bharat R. Patel, Mayor

**ATTEST:**

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

9-2

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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Brandon N. Hill, Program and Project Manager

**DEPARTMENT:** Shoreline Management

**ITEM**

Discussion and possible action to approve a Beach & Dune permit for mitigation efforts at Las Costas Condominiums located at 1900 Gulf Boulevard.

**ITEM BACKGROUND**

The GLO has approved the attached mitigation proposal for Las Costas condominiums, and a new Beach-Dune permit must be issued that accounts for the changes in design from the originally intended structure to the as-built product.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

The Shoreline Task Force has approved the mitigation proposed by the property owners and recommends a Beach-Dune permit be issued.





TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

September 6, 2016

Via Electronic Mail

Patrick Barrineau  
Shoreline Management Director  
City of South Padre Island  
P.O. Box 3410  
4601 Padre Blvd.  
South Padre Island, Texas 78597-3410

**Beachfront Construction Certificate & Dune Protection Permit in the City of South Padre Island**

**Site Address:** 1900 Gulf Boulevard, South Padre Island  
**Legal Description:** Lot 5, Block 11, Amended Padre Beach, Section 1  
**Lot Applicant:** Las Costas Condominiums c/o Peter Ravella  
**GLO ID No.:** BDSPI-16-0277

Dear Mr. Barrineau:

The General Land Office (GLO) has reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. On July 21, 2016, the GLO issued a Notice of Noncompliance to the applicant for constructing a dune walkover in a manner that adversely impacted dunes and dune vegetation. The activities were conducted outside the scope of an issued permit from the City of South Padre Island (GLO I.D. No. BDSPI-16-0063). The notice required the applicant to develop and submit a compliance plan to the GLO in order to bring the above-mentioned site into compliance.

Currently, the applicant proposes to remove the unpermitted "wing area extensions" that extend wider than the permitted 7'8" width of the walkover, and to install a Mobi-mat that extends from the seaward terminus of the existing walkover to the beach. In compensation for dunes and dune vegetation damaged by the walkover being constructed significantly below the permitted height above the dunes, the applicant will work with the City of South Padre Island to modify and enhance the neighboring Gulf Circle beach access path.

In addition to the construction activities being proposed now, the applicant will work in partnership with the City of South Padre Island to apply for a separate beachfront construction certificate and dune protection permit to realign the adjacent Gulf Circle beach access path. The applicant will bring in 50 cubic yards of beach-quality sand and 3,500 native dune plants comprising of bitter panicum and sea oats to be planted in the existing beach access pathway. The applicant will also purchase the necessary Mobi-mat to be placed in the newly aligned Gulf Circle beach access path extending from the Historic Building Line to the line of vegetation, and provide a Mobi-chair for enhanced disabled access.

According to the Bureau of Economic Geology, the proposed construction is located in an area that is stable. Based on the compliance plan and the application materials forwarded to our office for review, we have the following comments:

- The activities proposed under this permit application are only a portion of the compliance plan agreed upon by the applicant, the City of South Padre Island and the GLO. The applicant has six months from the date this permit is issued to complete the mitigation activities, the beach access modifications, and mobility enhancement purchases outlined above. After that time, the Land Commissioner may begin formal enforcement proceedings authorized by the Texas Natural Resource Code § 63.181 and 63.1811. Under these sections, the Land Commissioner may assess administrative penalties in the amount of \$50 to \$2,000 per day for each day the violation occurs or continues.
- Construction activities must not impact the public's ability to use or access the beach.
- During construction activities, the applicant must avoid any adverse effects to dunes or dune vegetation.<sup>1</sup> If, after the initiation of construction it becomes clear that dunes or dune vegetation will be impacted, the applicant must contact the City of South Padre Island and the GLO to discuss the minimization and mitigation requirements.
- The proposed construction activities must not result in the potential for increased flood damage to the proposed construction site or adjacent property, result in runoff or drainage patterns that aggravate erosion, cause significant changes to dune hydrology, adversely effect dune complexes or dune vegetation, or significantly increase the potential for washovers or blowouts to occur.<sup>2</sup>
- The proposed construction activities must minimize impacts on natural hydrology and not cause erosion of adjacent properties, critical dune areas, or the public beach.<sup>3</sup>
- The City shall provide written notification to the GLO after determining that the compensation is complete. The GLO may conduct a field inspection to verify compliance.<sup>4</sup>

If you have any questions, please contact me by phone at (512) 463-0413 or by email at [natalie.bell@glo.texas.gov](mailto:natalie.bell@glo.texas.gov).

Sincerely,



Natalie Bell  
Team Lead, Beach Access & Dune Protection Program  
Coastal Resources Division  
Texas General Land Office

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<sup>1</sup> 31 TAC §15.4(f)(3).

<sup>2</sup> 31 Tex. Admin. Code § 15.4(d).

<sup>3</sup> 31 Tex. Admin. Code § 15.6(g).

<sup>4</sup> 31 Tex. Admin. Code § 15.4(g)(4).



## MEMORANDUM

TO: Shoreline Task Force  
Natalie Bell, General Land Office

FROM: Patrick Barrineau, Director of Shoreline Management

DATE: August 22, 2016

RE: Preliminary determination on the mitigation proposal for noncompliance in the design and construction of a private dune walkover at Las Costas condominiums

The preliminary determination of this mitigation, designed to rectify violations in design and construction of a dune walkover, is that the proposed activities appear to be consistent with the Texas Administrative Code and the City's Beach & Dune Regulations.

With consideration given to conformance with TAC regulations our preliminary determination is that:

1. The proposed activity will not reduce the size of the public beach. The landing of the walkover will approach the end of the vegetation line, however there will be no or minimal impacts to the size of the public beach. [TAC 15.5 (b)(1)]
2. The proposed activity does not appear to involve construction upon the public beach. [TAC 15.5 (c)(1)]
3. The proposed activity involves the placement of dune material and vegetation in an abandoned walkway, but the proposed mitigation will not encroach upon the public beach. [TAC 15.5 (c)(1)]
4. The proposed activity will not close any existing public beach accesses within the area, nor will the construction close or prevent the use of any existing public beach parking spaces. [TAC 15.5 (d)(1)]

With consideration given to dune protection, our preliminary determination is that the application conforms to the requirements of the City's *Dune Protection and Beach Renourishment and Access Plan*, in that [B&D Ord. Section 22-10]:

1. The proposed activity will not result in the potential for increased flood damage to the subject property or adjacent properties. In fact, it will more than likely improve flood protection.
2. The proposed activity will not result in run-off or drainage patterns that aggravate erosion on and off the site. Rather, these efforts should reduce aeolian and wave- and surge-driven erosion.
3. It is expected that there will be some changes to the existing dune hydrology east of the Historic Building Line. However, as the primary change will be the addition of vegetation and sand displaced by the walkover's original construction, these changes will most likely be positive and no induce any sort of negative feedback.



## MEMORANDUM

4. The proposed activity will result in minimal adverse effects on dune complexes of vegetation. This mitigation will result in the placement of 3500 native dune plants, 50 CY of beach quality sand, and a mobile access mat on the adjacent Gulf Circle public beach access walkway. The plant species used in this mitigation were determined by local vegetation experts to minimize any disturbance to the vegetation communities.
5. The proposed activity will not significantly increase the potential for washover or blowouts. The City's eventual redesign of the Gulf Circle public beach access walkway, enabled by the proposed activity, will allow for the installation of a new mobile access mat at a higher elevation than that currently observed at this access. Additionally, the 3500 plants and 50 CY of beach-quality sand will result in a net addition of vegetation and sand to the system. As a result, the beach-dune system's ability to protect against storm-driven erosion will be enhanced.



---

Patrick Barrineau



# Beach & Dune Application

City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, TX 78597  
Phone: (956) 761-3044  
Fax: (956) 761-3898

## Site for Proposed Work

Legal Description: Lot 5, Blk 11 Amended Padre Bch. Sec 1 Cameron County, Tx Physical Address: 1900 Gulf Blvd

## Property Owner Information

Name: Las Costas  
Mailing Address: 4600 Padre Blvd  
City: SPI State: Texas  
Zip: 78597 Country: United States  
Phone Number: 956 761 6061  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## Applicant / Agent for Owner

Name: Peter A. Ravella Consulting, LLC  
Mailing Address: 4107 Wildwood Rd  
City: Austin State: Texas  
Zip: 78722 Country: United States  
Phone Number: 512-784-3565  
Fax Number: \_\_\_\_\_  
E-Mail Address: peterravella@mac.com

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

Owner(s) Signature(s): \_\_\_\_\_  
Date: \_\_\_\_\_

Applicant Signature: Peter Ravella  
Date: 5/15/2016

## Project Description

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

Please see attachment for project description. This permit (1) authorizes the as-built Las Costas walkover with two changes (a) removal of walkover "wings" and (b) installation of sufficient mobi-mat to reach the LOV; (2) Requires the applicant to undertake the following mitigation actions upon city re-alignment of the existing Gulf Circle pathway:  
(a) provide 50 cu yards of beach quality sand to be placed in the existing Gulf Circle pathway upon realignment; (b) restore the dune vegetation in the existing Gulf Circle pathway by installation of 3,500 plants; (c) purchase and provide to the city sufficient mobi-mat for the realigned public pathway to reach the LOV; and (d) purchase and provide to a new mobi-chair. The Applicant will coordinate and cooperate with the city on the mitigation actions when the city moves forward with the realignment of the Gulf Circle pathway. The realignment and mitigation will occur within 6 months of permit issuance.

Total Square Footage of Footprint of Habitable Structure: n/a

Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): n/a

Percentage Impervious Surface [(impervious surface / habitable footprint)\* 100]: n/a

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

Approximate Duration of Construction: 10 Days for removal of walkover wings immediately upon approval and mitigation action s(10 days) to occur within 6 months



### Financial Plan for the Removal of All Hard Structures

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

Type of Plan Submitted: n/a

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

### Drainage

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

☒ No change in the drainage on site.

☐ The proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)

Explanation / Other Information: \_\_\_\_\_

### Impacts to Beach / Dune System

Answer each question as completely as possible in narrative form.

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

☐ No damage to dune vegetation whatsoever.

☒ The proposed construction will impact \_\_\_\_\_ % of the dune vegetation site. (An explanation of the "impact" will be required.)

☐ The proposed construction will require the removal and relocation of \_\_\_\_\_ % of the dune vegetation on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: By shading existing vegetation, the as-built walkover impacted 651 square feet of dune vegetation along 84 feet of the 220 foot length of the 7.75' wide walkover. The Applicant will compensate for this loss by installing 3,500 native dune plants in the Gulf Circle pathway at the time it is realigned by the city.

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

☐ No change to dune size/shape whatsoever.

☒ The proposed construction will change \_\_\_\_\_ % of the size/shape of dunes on site. (Details will be required.)

☐ The proposed construction will require the removal and relocation of \_\_\_\_\_ % of the dunes on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: The as built Walkover indirectly impacted dune volume by failing to provide sufficient clearance above the dune. The Applicant will provide 50 cu.yds of beach quality sand for the current public pathway and purchase and provide mobs-mat for the new Gulf Circle pathway at the time it is realigned by the city.

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

☒ No change to dune hydrology whatsoever.

☐ The proposed construction will impact dune hydrology on site. (Details will be required.)

Explanation / Other Information: \_\_\_\_\_

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

The location of the as-built walkover was selected to avoid interference with the Gulf Circle public pathway. Consistent with SPI practice, the walkover height and width was selected to ensure ADA access for the elderly Las Cosas Condo residents. Walkover widths of 6-8 ft are permitted for multi-unit buildings. The walkover "wings" will be removed.

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

The current location of these-built walkover does not impact the adjacent beach access pathway from Gulf Circle in any instance. As part of the resolution of the permit issues, the city intends to reassign the Gulf Cir. pathway and the applicant will (1) provide mobs-mat for the new pathway, restore the dune volume and vegetation in the old pathway.



### Mitigation Plan

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

**Explanation / Other information:** The current location allows for the walkover was constructed with minimal impact to the dune system. Due to low walkover clearance over the dune, the Applicant will, as mitigation, provide 50 cu yds of beach quality sand and 3,500 dune plants to restore the current Gulf Circle pathway when the city realigns the pathway. This mitigation of volume and plants will occur within 6 months of the permit. The applicant will also going to buy the one Mobi-chair.

#### Financial Plan for Dune Mitigation:

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

Type of Plan Submitted: \_\_\_\_\_ Date of Submission: \_\_\_\_\_

### Checklist of Additional Required Application Information

#### An accurate map, plat or site plan showing:

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

#### Other required application information:

- ☐ 1. A grading and layout plan showing proposed contours for the final grade.
- ☐ 2. The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
- ☐ 3. Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract within the last 6 months.
- ☐ 4. Copy of the Flood Rate Map showing the location of the subject property. (FEMA.GOV - Map Search)
- ☐ 5. Copy of the Historical Erosion Rate Map as determined by the University of Texas at Austin, Bureau of Economic Geology. (beg.utexas.edu)
- ☐ 6. Application Fee of \$180 for Staff Approved applications and \$300 for City Council Approved applications.

**Your application is not complete unless all information requested above is submitted.**

**Application submissions require only three (3) copies of the complete information plus a digital copy.**

Corrective Action/Mitigation Plan  
Dune Walkover  
Las Costas Condominium, 1900 Gulf Blvd, SPI, Texas

**Project Description:**

To accommodate property owners and guests with special needs a 219 linear foot ADA walkover at width of 7'8" was installed. The structure was built under the beach dune permit dated 1/21/16 and building permit number 20160141. Jaime Ortiz of Ortiz Construction who was the applicant for the permit also constructed the walkover. Unfortunately the contractor chose to construct the walkover different from what was originally permitted including the location. The property owners understand this was inconsistent with the original permit and wishes to rectify the situation with the proposed mitigation and public access improvements to the adjacent Gulf Circle access point. Changes to existing structure include removing the "wing area extensions" that extend wider than the 7'8" width and the installation of additional mobi-mat to reach the existing line of vegetation. The property owner also wishes to realign the Gulf Circle access walkway with the assistance of the City. The property owner will purchase and donate the necessary mobi-mat to realign the path as shown in the mitigation map. The property owner will also bring in 50 cubic yards of beach quality sand to raise the existing pathway and vegetate the area using plants transplanted from the new public access route and install an additional 3,500 plugs of bitter panicum and sea oats. The installation of the mobi-mat at both sites will further protect the dune system from pedestrian traffic which will eventually lead to future erosion caused by aeolian transport and pedestrian trampling leading to weak points in the City's continuous dune line.



Corrective Action/Mitigation Plan  
Dune Walkover  
Las Costas Condominium, 1900 Gulf Blvd, SPI, Texas

Impacts to Beach/Dune System:

1. The construction of the walkover, as built -- directly impacted 0% of the dune vegetation site. Indirectly, the walkover clearance above grade was less than 3 feet for a portion of the length, as specified in the Table below. The Applicant proposes, as a corrective action, to mitigate this vegetation impact by transplanting the vegetation from the realignment of the Gulf Circle pathway and the professional installation of 3,500 plugs consisting of sea oats and bitter panicum.

Dune Vegetation Indirect Impact			
	LF	Width	Sq Ft
Length of impact	84'	7.75'	651

2. The construction of the walkover, as built, directly impacted 0% of the size/shape of dunes on site. Indirectly, the walkover clearance above grade was less than 3 feet for a portion of the length, as specified in the Table below. The Applicant proposes, as a corrective action, to mitigate this dune impact by importing 50 cubic yards of new beach quality sand to the site for placement in the Gulf Circle pathway. Sand source will be approved by City and GLO prior to installation.

Dune Volume Indirect Impact				
	LF of Walkover	Depth Impacted	Width	Cubic Yards
Impact A	24'	3'	7.75'	20.6
Impact B	60'	1.5'	7.75'	25.8
Total Cubic Yardage of required mitigation				46.3



Corrective Action/Mitigation Plan  
Dune Walkover  
Las Costas Condominium, 1900 Gulf Blvd, SPI, Texas

**Mitigation Plan:**

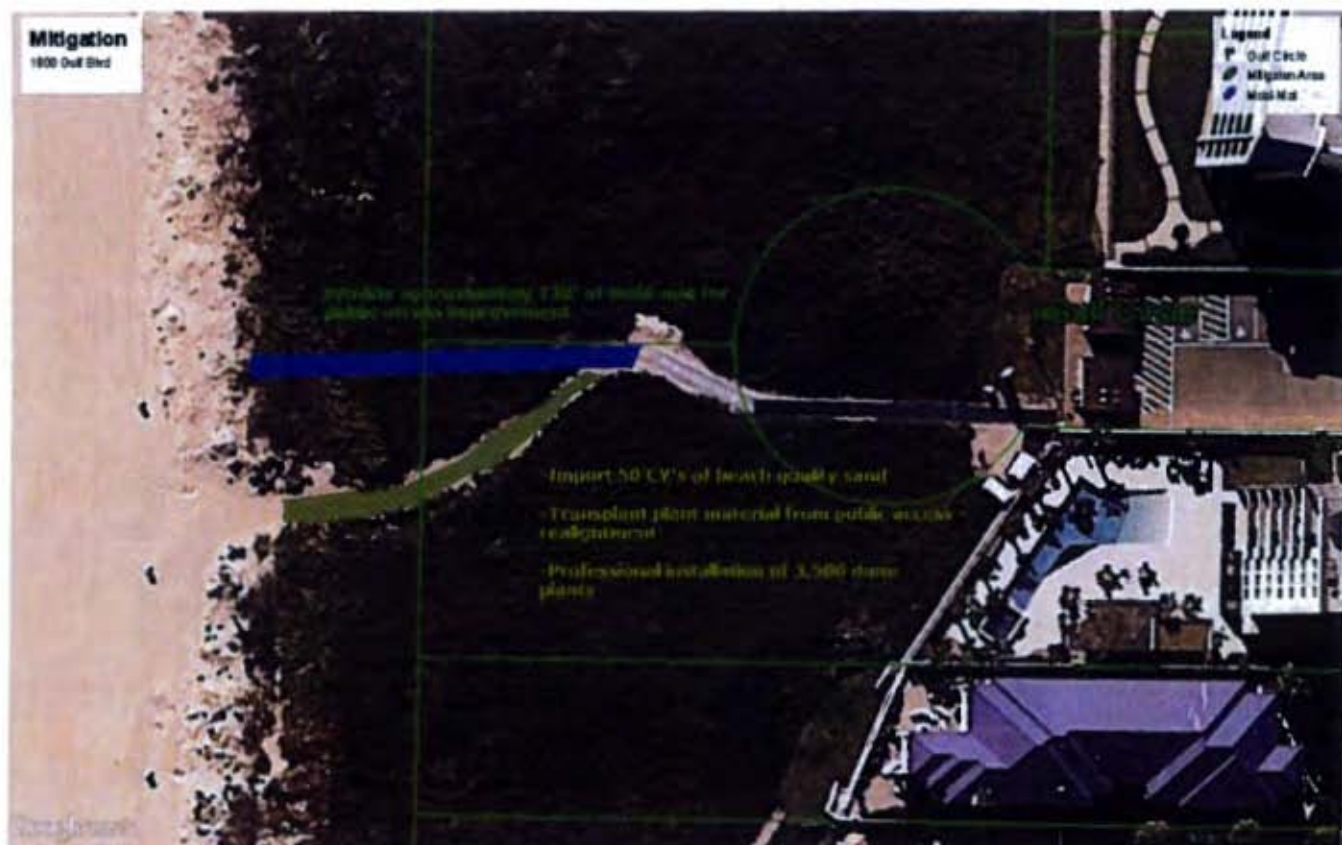
The property owner proposes the following actions to improve both the public's access and protect the dune system as mitigation for the indirect impact to 651 SQFT of vegetation and 46.3 CY of sand.

- Realign the adjacent public access pathway at Gulf Circle maintaining the dune contour and elevation to the extent consistent with surrounding dune system
- Purchase and donate the necessary mobi-mat for the realigned Gulf Circle pathway to provide improved public access to the line of vegetation.
- Provide 50 cubic yards of beach quality sand, to be approved by City and GLO, to raise the elevation of the existing Gulf Circle pathway.
- Purchase and professional installation of an additional 3,500 plugs of bitter panicum and sea oats.
  - While the indirectly impacted area equals 651 sqft. The applicant proposes to mitigate above and beyond even the entire walkover square footage of 1698.
- The installation of the mobi-mat at both sites will further protect the dune system from pedestrian traffic which will eventually lead to future erosion caused by aeolian transport and pedestrian trampling leading to weak points in the City's continuous dune line.

**Time Limit:**

Mitigation will occur in conjunction with the City's realignment of Gulf Circle pathway but will be completed no later than 6 months from date of issuance.

10-11



10-12

## Las Costas Walkover Impact Mitigation Plan

This two-part Walkover Impact Mitigation Plan set forth below compensates for dune volume and dune plant impacts resulting from construction of the as-built Las Costas walkover. Except for actual realignment of the Gulf Circle pathway, all mitigation actions will be the responsibility of Las Costas Condominium using Shelby Bessette, a qualified dune restoration specialist.

### **Part 1: Mitigation of Las Costas Walkover Vegetation and Dune Volume Impacts; Mitigation site to be Existing Gulf Circle Public Pathway, upon realignment by the City**

- Fill existing pathway with 50 CY of beach grade sand and contour the new sand to conform to shape and elevation of adjacent dune. Dune shape (50 cu.yds.) to be inspected and approved by city prior to planting.
- Prep existing pathway for planting -- Las Costas condo will provide water to soak new sand dune area prior to planting
- Upon realignment of pathway, Las Costas will install 3,500 plants in existing pathway (Bitter Panicum & Sea Oats) at two plants per hole; one foot on center over 1,530 sq ft pathway area
- Irrigation of Dune Plant Mitigation Area -- Las Costas will irrigate plants, as needed, over a period of 14 days. Survival rate is guaranteed to be 75% based on inspection by the City. Las Costas will replant, as necessary, after six-month City inspection.



Figure 1: Existing Gulf Circle Public Pathway looking SE from Las Costas Walkover. Pathway is 153 in length with an average width of 10ft. (Path area is approximately 1,530 sq ft)

10-13





Figure 2: Existing Gulf Circle Public Pathway looking SW from Las Costas walkover. Average width 10ft, length of 153 ft bare sand until reaching MobiMat.



Figure 3 & 4: Example of planting equipment and holes one foot on center.

10-14



Figure 5 - Example installation of dune plants by Shelby Bessette

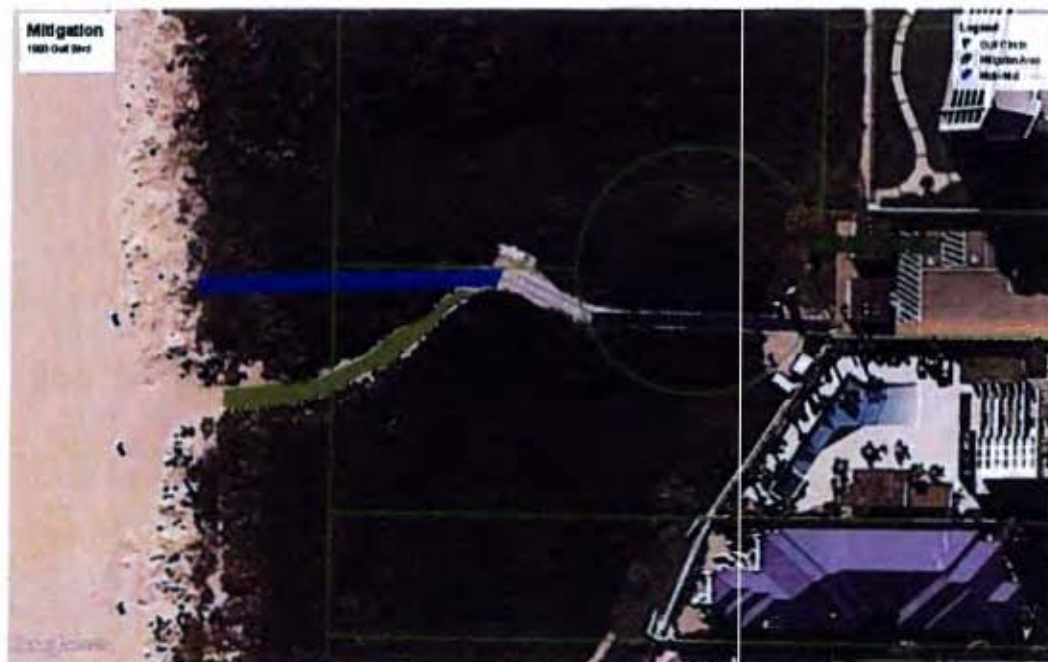


Figure 6: Mitigation Map. Green area shows the current location of the existing Gulf Circle Public pathway. The blue area shows the approximate location of the realigned pathway. Realignment to be undertaken by the city. Las Costas will (1) purchase and provide Mobimat for the realigned pathway (2) relocate all plants in the new alignment to a location specified by the city. Dune volume in the realignment pathway to be maintained, though some reshaping is likely to be required.

10-15



**Part 2: Realignment of Gulf Circle Access Pathway and Relocation of Dune Plants**

- Upon realignment of pathway, dune plants in the new path location will be relocated/transplanted by Las Costas to a new location selected by the City. As specified by the city, relocated plants may be used to fill existing pathway, patch foredunes, or installed at a location otherwise selected by the City.
- New pathway alignment to be selected and realignment to be undertaken by the city.
- Las Costas to provide Mobimat for the realigned pathway of sufficient length to reach the LOV, as determined by the city
- Dune contour and elevation along the new pathway alignment to be maintained to reduce storm surge risk through the realigned pathway.
- Pathway realignment, plant relocation, and Mobimat installation to be completed within six months of permit issuance at a time determined by the city.



Figure 6: End of Las Costas walkover, looking South toward beach entry point of Gulf Circle public pathway.





Figure 7: Foredune complex adjacent to Las Costas walkover (facing north). Applicant will install new mobi-mat at the terminus of the Las Costas Walkover to the LOV, as determined by the city.

Figures 8 - 11: Looking south from the Las Costas Walkover, photo sequence shows the Gulf Circle public pathway from the beach landward to the connecting Mobimat.



10-17



10-18

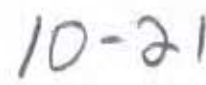


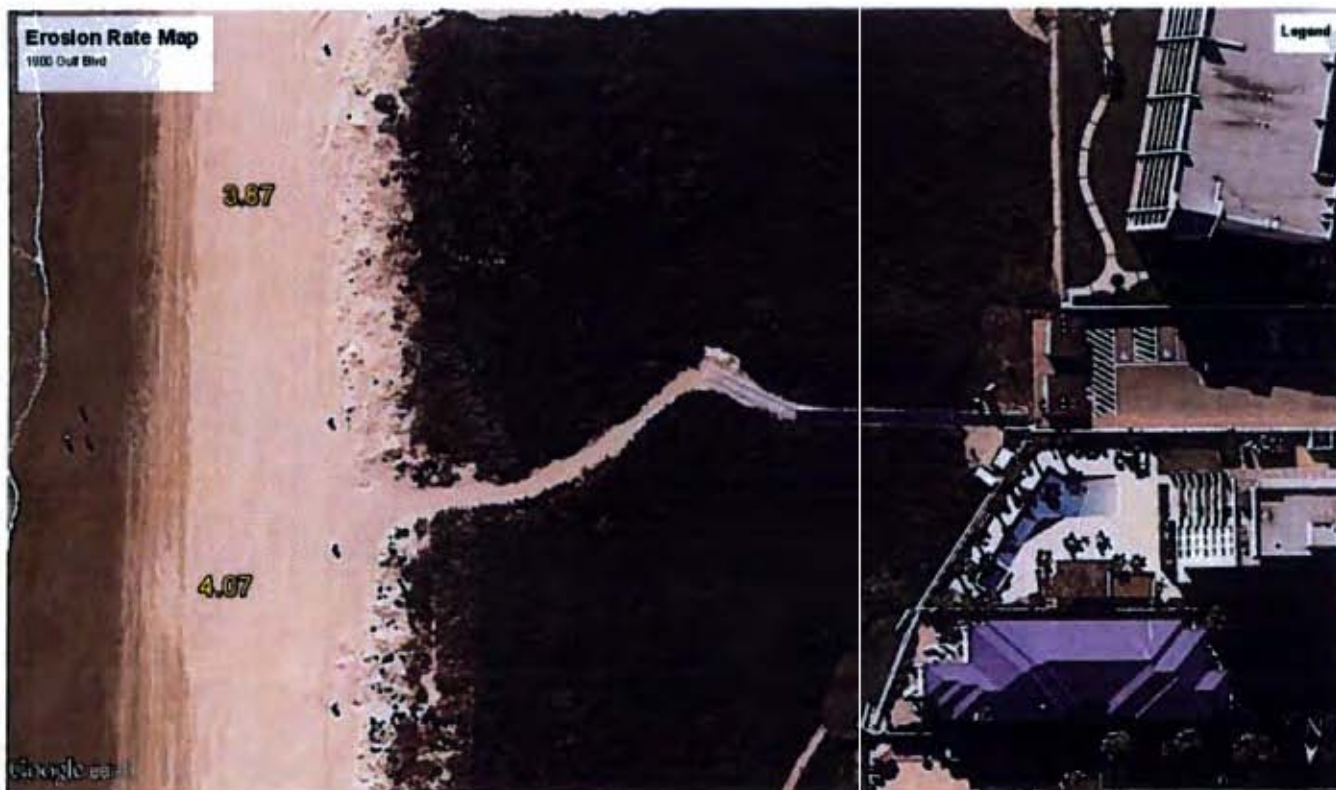


10-19









10-22







TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

June 22, 2016

Certified Mail - Return Receipt Requested

7015 01040 0006 8507 4432

Seal International Enterprises, Inc.  
1900 Gulf Blvd. Unit 1  
South Padre Island, TX 78597-6720

**Re: Notice of Noncompliance, Lot 5, Block 11, Amended Padre Beach Section 1 (Las Costas Condominiums)**

On March 28, 2016, the Texas General Land Office (GLO) received information regarding the above-mentioned property of activities not in compliance with the Texas Natural Resources Code § 63.091, 31 Texas Administrative Code (TAC) Chapter 15 and the South Padre Island Dune Protection and Beach Access Plan (Plan). The GLO received information that a dune walkover was constructed in a manner that adversely effected dunes and dune vegetation and outside the scope of an issued beachfront construction certificate and dune protection permit from the City of South Padre Island and GLO comments identified in BDSPI-15-0389. You are required contact the GLO immediately to develop a compliance plan. The attached summary of findings describes the violations and cites which applicable requirements have been violated.

This Notice of Noncompliance is intended to provide you the opportunity to bring the above site into compliance. You are encouraged to immediately begin taking actions to address these violations. Please contact Natalie Bell, Beach Access and Dune Protection Team Leader, at (512) 463-0413 to request an enforcement review meeting so that you may obtain the information and authorizations necessary to come into compliance with the requirements of the Dune Protection Act, Beach/Dune Rules, and the City's Plan.

If the site is not brought into compliance or a complete permit application isn't submitted to City of South Padre Island in order to achieve compliance within 60 days after this notice is served, the Land Commissioner may begin enforcement proceedings authorized by the Texas Natural Resource Code § 63.181 and 63.1811. Under these sections, the Land Commissioner may assess administrative penalties in the amount of \$50 to \$2,000 per day for each day the violation occurs or continues.

The GLO recognizes that the great majority of Texas coastal property owners want to ensure consistency with the local Beach Access and Dune Protection Plan, as well as the state rules and statutes. We dedicate considerable resources toward making voluntary compliance achievable. Where compliance has not been met, however, it is our duty to enforce the state's laws, regulations and local government provisions.

Sincerely,

Angela Sunley  
Director of Resource Management  
Coastal Resources Division  
Texas General Land Office

10-24

cc: Victor & Cheri Vaughn  
Sergio Gutierrez  
Francisco Montemayor  
Ricardo Romero Garcia  
Roberto Boesch  
Alberto Trevino Villarreal  
Victor Califa

10-25



### **SUMMARY OF FINDINGS**

**DATE/TIME OF SITE VISIT:** March 23-24, 2016; City of South Padre Island staff notified the GLO of the site visit on March 28, 2016 at approximately 12:00 PM

**LOCATION:** Lot 5, Block 11, Amended Padre Beach Section 1 (Las Costas Condominiums)

**PROPERTY ADDRESS** 1900 Gulf Boulevard, South Padre Island

**OWNER:** Seal International Enterprises, Inc. (As identified by the Cameron County Appraisal District)

**OBSERVATIONS OF SITE:** Photos received demonstrate a walkover that was built outside the scope of an issued beachfront construction certificate and dune protection permit. The walkover is several feet longer and 3 feet wider than outlined in the permit, a 5-foot by 8-foot extension was added to either side of the walkover, construction did not clear the top of dunes in some locations, and the walkover was constructed in a different area than outlined in the permit. Dunes and dune vegetation were adversely affected by placement of the walkover in several areas.

**NATURE OF NONCOMPLAINE:** The applicant, Ortiz Construction, was issued a beachfront construction certificate and dune protection permit to construct a dune walkover without adversely affecting dunes and dune vegetation. Construction and placement of the walkover adversely impacted dunes and dune vegetation, does not allow for the migration of dunes, does not allow sunlight to reach dune vegetation below, and was not constructed in accordance with the dune walkover construction requirements outlined in the permit. The construction is in violation of Texas Natural Resources Code § 63.091 and 31 Texas Administrative Code §§ 15.3(s)(1) and 15.4(d)(3-4) and 15.7(g)(1) and (3).

**ACTION(s) REQUIRED:** Contact the GLO and the City of South Padre Island to develop a compliance plan, and to obtain a new Beachfront Construction Certificate and Dune Protection Permit from the City of South Padre Island to implement the compliance plan.

**DOCUMENTATION:** Photographs provided to the GLO by Dr. Sungman Kim – Director of Development, City of South Padre Island. Photographs were taken on March 24, 2016.

10-26

22 June 2016

To Whom It May Concern:

The City of South Padre Island and the property owners responsible for the Las Costas walkover issues have reached a settlement where the owners can mitigate damage caused by their construction project in exchange for approval by the GLO and City of the walkover. These mitigation efforts may be generally divided into two sections; (1) those immediately impacting the utility of the walkover as it stands, and (2) those concerned with mitigating the walkover's impact on adjacent dunes and dune vegetation communities.

To address the first category of mitigation efforts, the city requests that the wide platforms or 'wings' that were built into the walkover but not permitted prior to construction be removed. Additionally, the city requests that a mobi-mat be placed from the end of the walkover to the dune vegetation line (a distance of 30 feet with bearing 85°).

To address the second category of mitigation efforts, the city requests the course of the public beach access walkway adjacent to this property be changed. The walkway will continue straight from the present end of the mobi-mat for 100 feet along bearing 110°, then turn to face along bearing 45° for 50 feet. The property owners should provide written permission (ideally in the form of an easement) to the city indicating their approval of having a public access walkway partially on their property. This walkway must be ADA compliant, so the mobi-mat should be at least 5' wide all the way to the dune vegetation line and have minimal slope. Please see the attached image for planform outlines of the Las Costas walkover (tan) and new mobi-matted walkways (navy).

In order to promote equal access to the beach, the city also requests the property owners provide one beach-going wheelchair. In order to mitigate the vegetation and sand lost in the construction of the walkover, the city requests the property owners provide 50 yd<sup>3</sup> of sand and 3500 dune plants (of species to be determined by Ms. Shelby Bessette) to be placed within the old public access walkway in order to promote the growth of a dense low vegetation canopy. Plants and sand displaced by the construction of the new public access walkway will be relocated to an area of the city's choosing where they will be most worthwhile.

The attached documents include the easement provided by the property owners giving the city permission to maintain a public beach access walkway at this point, and planform visuals showing the present and designed layout of the walkover and mobi-mats.

Sincerely,

Patrick Barrineau  
Director, Shoreline Management  
City of South Padre Island, TX

10-27



Future re-alignment of Gulf Circle public beach access walkway (differs from that shown in PARC mitigation proposal slightly)



10-28



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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Brandon N. Hill, Program and Project Manager

**DEPARTMENT:** Shoreline Management

**ITEM**

Discussion and possible action to approve a Memorandum of Understanding between Partrac, Ltd. and the City of South Padre Island geared towards obtaining external funding for beach nourishment studies.

**ITEM BACKGROUND**

Shoreline Staff were contacted by Dr. Patrick Friend, of PARTRAC Ltd., in July to discuss collaborations for investigating sediment movements along the beach and within roughly 100-200 yards of the shoreline. PARTRAC is an environmental consultancy firm based in the United Kingdom. Over the past two months, staff have repeatedly met with Dr. Friend and discussed potential opportunities for collaborations between the Shoreline Department and PARTRAC. The cost of a full-scale investigation performed by PARTRAC is prohibitively expensive for the Shoreline Department, but Dr. Friend has indicated he is willing to collaborate with the City on grant applications to seek funding for a full-scale study. Shoreline staff asked the Shoreline Task Force to recommend this memorandum be forwarded to City Council for their approval, so Shoreline staff and Dr. Friend may begin pursuing various funding opportunities.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

Sent to Legal:

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

NO:   X  

Approved by Legal:

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

NO:   X  

Comments:

**RECOMMENDATIONS/COMMENTS**

# **Memorandum of Understanding**

## **Between Partrac Ltd. and the City of South Padre Island**

**Date:** September 12th 2016

**Parties:**

- Partrac Ltd., 440 Baltic Chambers, 50 Wellington Street, Glasgow G2 6HJ, United Kingdom
- City of South Padre Island, South Padre Island City Hall, 4601 Padre Blvd, South Padre Island, TX 78597, United States

**Overview**

This document defines the mutually beneficial relationship (partnership) between the above parties, Partrac Ltd. ('Partrac') and The City of South Padre Island ('SPI'), formalized by signing this Memorandum of Understanding.

This Memorandum of Understanding has come about due to a desire by Partrac and SPI to work together as partners to obtain grant or other funding from one or more sources for a project or projects to better understand the coastal zone processes that affect the management of South Padre Island beaches and the coastal zone in and around South Padre Island.

The primary benefits arising from this relationship will be:

- Partrac will benefit from the association with SPI through the funding via contract(s) upon successful grant application(s) of appropriate work and project opportunities aimed at better understanding South Padre Island and surrounding area coastal zone processes;
- SPI will benefit from the mutual association with Partrac in terms of the potential for conducting joint work with Partrac which is intended to lead to a better understanding of processes affecting the beaches and coastal zone on



South Padre Island, thereby enhancing the ability of SPI to better manage, in a more cost effective manner, the coastal zone under its jurisdiction.

The initial period of this agreement is 1 year, after which it may be extended for a period agreed to by both parties. This agreement can be cancelled by either party at any stage by giving not less than one month's notice in writing.

For the purpose of trying to develop the business relationship between the Parties, each Party has agreed to the undertakings in the terms set out below.

### **Working Relationship**

To form a productive and commercially sound working relationship, both parties agree to the following:

- Periodic meetings will be arranged between Partrac and SPI, including any parties contracted by SPI to assist with grant or other funding opportunities, in order to direct and focus the timely writing of grant applications to whichever grant funding authorities are deemed appropriate by both parties.
- Partrac and SPI may communicate by email, phone or any other way deemed appropriate in order to fulfill the objectives set out in this Memorandum of Understanding.
- Appendix 1 sets out the principal partitioning of work between Partrac and SPI leading up to the submission of one or more grant applications.

### **Remuneration**

SPI will act as lead partner concerning contracts with the funding agency or agencies relating to the distribution of funds and other matters during and following a successful grant application (s).

SPI will remunerate Partrac according to the provisions of contract (s) between SPI and Partrac, to be finalized and agreed upon by both parties upon the successful award of a grant or a number of grants to undertake coastal zone work as described above.

### **Confidentiality**

SPI will at all times respect the commercial confidentiality of Partrac, its products and private information, trade secrets and trade registrations. Partrac will, if the need arises, highlight specific areas which SPI needs to recognize as confidential, particularly with reference to its particle tracking technology. In this respect, Partrac may require SPI and its employees and contractors directly involved in any grant application to sign a Mutual Non Disclosure Agreement.

### **Liability**

SPI will not be liable for the activities, practices and any arising consequences that Partrac undertakes during delivery of any activities associated with work conducted within a funded project or during proposal development unless explicitly detailed.

Partrac will not be responsible for the activities, practices, and arising consequences that SPI undertakes during delivery of any activities with or on behalf of Partrac.

### **Governing Law and Jurisdiction**

The provisions hereof shall be governed and construed by Texas law, and each Party agrees to submit to the exclusive jurisdiction of the Texas Courts.

Signed:

.....

Kevin Black, Director, Partrac Ltd.

Signed:

.....

Name, Authority to sign,

City of South Padre Island



## Appendix I

SPI and Partrac will use their best endeavors to produce a timely grant or grant applications to obtain funding to achieve the objectives set out in this Memorandum of Understanding;

SPI will provide Partrac with a specific list of issues of concern and questions regarding coastal erosion, accretion and beach management on South Padre Island and the surrounding coastal zone;

SPI will provide digital or hard copies of any data or publications belonging to SPI or any other public data or publications that may assist in the writing of a grant proposal or proposals described in this Memorandum of Understanding;

During the term of this Memorandum of Understanding, SPI will provide to Partrac representative, Dr. Patrick L. Friend, office space and access to data and publications described above as necessary.

Partrac will evaluate the specific issues of concern to SPI and using all available data and information provide substantial input to a grant proposal detailing proposed workflows to be undertaken in a project or projects to achieve the objectives set out in this Memorandum of Understanding.

Partrac will work with SPI to produce a conceptual model of coastal zone processes to be used as part of any grant application;

SPI will assist Partrac with any environmental or other permitting requirements before or after successful award of a grant or grants to fund coastal zone work as described in this Memorandum of Understanding;

SPI will provide Partrac with a sample or samples of beach sand from South Padre Island;

During the course of writing the grant or grant applications as described in this Memorandum of Understanding, contractor to SPI, PARC, may provide timely advice and guidance to both parties as to best practice and content for procuring a successful grant application from whichever grant authorities are deemed appropriate funding bodies.

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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Brandon N. Hill, Program and Project Manager

**DEPARTMENT:** Shoreline Management

**ITEM**

Discussion and possible action to approve a proposal submitted by HDR Engineering to complete bathymetric survey of the beach and nearshore area.

**ITEM BACKGROUND**

On 9/12/16, Shoreline Staff received a proposal from HDR, Inc. for an annual bathymetric monitoring survey. The GLO and City typically alternate sponsoring bathymetric surveys of the nearshore every year, so that the State pays for odd-year surveys and the City pays in even years. This survey will measure bathymetry between the surf zone and a depth of 25-30 feet, at 500-1,000 foot intervals, for the entire City shoreface, at a cost of \$64,000. The amount budgeted in the upcoming fiscal year for nearshore surveys is \$60,000, so this action will necessitate a budget transfer of \$4,000.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**





September 12, 2016

10044103

Mr. Patrick Barrineau, Shoreline Management Director  
City of South Padre Island  
4601 Padre Boulevard  
South Padre Island, TX 78597

**RE: PROPOSAL FOR TOPOGRAPHIC AND BATHYMETRIC MONITORING SURVEY  
FOR THE BEACH NOURISHMENT PROJECT AT SOUTH PADRE ISLAND, TX**

Dear Patrick:

Thank you for this opportunity to submit a proposal to the City of South Padre Island (City) for monitoring survey services for the ongoing Beach Nourishment Project at South Padre Island. Pursuant to recent discussions, the City is requesting an annual monitoring survey of the City of South Padre Island beaches, similar to recently performed surveys for the Texas General Land Office. The project will be performed under the existing Multiple Project Agreement (MPA) between the City of South Padre Island and HDR Engineering, Inc. (HDR), dated June 16, 2010 (attached). The following provides a scope of services to perform the requested work:

**SCOPE OF SERVICES**

**Task 1: Closure-Depth Beach Profile Survey of Gulf Beach**

HDR will conduct a closure-depth beach profile survey supported by use of a sea sled, personal watercraft, and/or other suitable methods for surveying in the surf zone and deep water. The survey will extend approximately 6.5 miles north from the north jetty at Brazos Santiago Pass and consist of 53 beach cross sections collected alongshore.

Survey transect locations will re-occupy historical stations, with spacing varying from approximately 500 feet (within the typical beach nourishment areas) to approximately 1,100 feet. Survey transects will extend from the building line out to a depth of 25 to 30 feet. Survey shots along each section will be taken at approximately 10 feet to 20 feet maximum spacing, although shot spacing will be less as required to delineate significant bathymetric features. State coastal boundary delineation or other surveying of the vegetation line are not included. The survey data will be placed in an existing RMAP beach profile database for data archiving. An analysis of shoreline change trends will be updated and provided along with the survey drawings in a letter report.

[hdrinc.com](http://hdrinc.com)

555 N. Carancahua, Suite 1600, Corpus Christi, TX 78401-0849  
(361) 696-3300

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## FEE

We propose to perform the services described above on a lump sum fee basis as follows:

**Task 1:** Closure-Depth Beach Profile Survey of Gulf Beach \$64,600

**Total Fee: \$64,600**

## PROJECT TIMELINES

**Task 1:** HDR will endeavor to complete these services within **90** days of execution of this Task Order

## DELIVERABLES

**Task 1:** Survey Drawings and Letter Report

All services will be provided in accordance with the Terms and Conditions provided in the existing MPA. Any additional assignments authorized by the City will be billed on a time and expense basis in accordance with the enclosed Schedule of Rates (1-16) or at an agreed to fixed fee. This Proposal is valid for 30 days.

If you are in agreement with the above, please execute the attached Task Order No. 6 and return one signed copy to us.

We look forward to working with you on this effort. Thank you for letting us help.

Sincerely,

HDR ENGINEERING, INC.



M. Cameron Perry, P.E.  
Coastal Program Leader



Arthur B. Colwell, P.E.  
Vice President, Managing Principal

Enclosures: Existing Multiple Project Agreement dated June 16, 2010  
Schedule of Rates (1-16)  
Task Order No. 6

## **MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this 16<sup>th</sup> day of June, 2010, between City of South Padre Island, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "CONSULTANT," for consulting services as described in this Agreement.

**WHEREAS**, OWNER desires to retain CONSULTANT, a professional consulting firm, to provide professional consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, CONSULTANT desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to, as many projects as OWNER and CONSULTANT agree will be performed under the terms and conditions of this Agreement. Each project CONSULTANT performs for OWNER hereunder shall be designated by a "Task Order". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and CONSULTANT. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 CONSULTANT will provide the Scope of Services as set forth in Part 2.0 of each Task Order.

### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services", OWNER shall have the responsibilities described in Part 3.0 of each Task Order.

**SECTION III. COMPENSATION**

Compensation for CONSULTANT's Services shall be in accordance with Part 5.0 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services".

**SECTION IV. TERMS AND CONDITIONS OF CONSULTING SERVICES**

The "HDR Engineering, Inc. Terms and Conditions for Professional Services", which are attached hereto, are incorporated into this Agreement by this reference.

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

CITY OF SOUTH PADRE ISLAND

"OWNER"

BY: 

NAME: Joni Clarke

TITLE: City Manager

ADDRESS: 4601 Padre Blvd.  
South Padre Island, TX 78597

HDR ENGINEERING, INC.

"CONSULTANT"

BY: 

NAME: GERALD J. HAUSKE

TITLE: VICE PRESIDENT

ADDRESS: 555 N. Carancahua  
Suite 1650  
Corpus Christi, TX 78401

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**HDR Engineering, Inc.**  
**Terms and Conditions for Professional Services**

**1. STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

**2. INSURANCE**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation Insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability Insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

**3. OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

**4. CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

**5. CONTROLLING LAW**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

**6. SERVICES AND INFORMATION**

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

**7. SUCCESSORS AND ASSIGNS**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

**8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

**10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.



## 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement.

The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous

materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subcontractors from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, superseding and controlling over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against

ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

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**SCHEDULE OF RATES**

These rates are effective through December 2016

PROFESSIONAL STAFF	HOURLY RATE	PARA-PROFESSIONAL STAFF HOURLY RATE
Engineer I.....	\$117.00	Administrative Assistant..... \$85.00
Engineer II.....	\$128.00	Drafter..... \$88.00
Engineer III.....	\$143.00	Technician I.....\$101.00
Engineer IV.....	\$159.00	Technician II.....\$113.00
Engineer V.....	\$174.00	Technician III..... \$125.00
Engineer VI.....	\$194.00	Designer Tech IV.....\$137.00
Engineer VII.....	\$214.00	
Engineer VIII.....	\$235.00	<b>EQUIPMENT/IT</b>
Principal Engineer.....	\$255.00	GPS RTK Survey Equipment..... 250.00/Day
Sr. Principal Engineer.....	\$274.00	GPS Hand Held (Sub Meter)..... 135.00/Day
Program Director.....	\$295.00	Tow Vehicle..... 65.00/day + IRS rate + 10%
Project Biologist/GIS Specialist.....	\$139.00	Survey Boat ..... 750.00/Day
Environmental Biologist.....	\$159.00	GPS Hydrographic Survey Equip ..... 250.00/Day
Sr. Environmental Biologist.....	\$179.00	Acoustic Doppler Velocimeter (ADV) ... 1,000.00/Wk
Environmental Manager.....	\$198.00	Water Level Logger..... 300.00/Wk
		IT Equip/Services.....3.70/Hr
		<b>EXPENSES</b>
		Automobile (other than rental car)..... IRS rate + 10%
		In house reproduction..... prevailing commercial rates
		Outside consultants ..... cost plus 15% handling
		Outside technical services..... cost plus 15% handling
		All other expenses ..... cost plus 15% handling

1. Charges are due and payable within thirty (30) days of receipt of the invoice. A charge of 1% per month will be added for late payments.
2. Construction administration staff will be billed at an equivalent grade, depending upon qualifications.
3. Unlisted scientists and other non-engineer professionals will be billed at the rate of a comparable engineer grade.
4. Overtime for para-professional and non-registered survey staff will be billed at 125% of the hourly rate and overtime will apply for hours worked in excess of 8 hours per day or 40 per week.
5. Time spent preparing for and providing depositions or courtroom testimony will be billed at 150% of the hourly rate.

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**TASK ORDER NO. 6**

This Task Order pertains to the Multiple Project Agreement for Professional Services by and between the City of South Padre Island, ("OWNER"), and HDR Engineering, Inc. ("CONSULTANT"), dated June 16, 2010, ("the Agreement"). CONSULTANT shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 6

PROJECT NAME: 2016 Beach Monitoring Survey and Analysis

PART 1.0 PROJECT DESCRIPTION: The South Padre Island Beach Nourishment Project is located on the Gulf of Mexico shoreline in Cameron County. This erosion response project will provide beach profile surveying in support of ongoing monitoring.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

PART 2.1: CONSULTANT will conduct a closure-depth beach profile survey supported by use of a sea sled, personal watercraft, and/or other suitable methods for surveying in the surf zone and deep water. The survey will extend approximately 6.5 miles north from the north jetty at Brazos Santiago Pass and consist of 53 beach cross sections collected alongshore.

Survey transect locations will re-occupy historical station, with spacing varying from approximately 500 feet (within the typical beach nourishment areas) to approximately 1,100 feet. Survey transects will extend from the building line out to a depth of 25 to 30 feet. Survey shots along each section will be taken at approximately 10 feet to 20 feet maximum spacing, although shot spacing will be less as required to delineate significant bathymetric features. State coastal boundary delineation or other surveying of the vegetation line are not included. The survey data will be placed in an existing RMAP beach profile database for data archiving. An analysis of shoreline change trends will be updated and provided along with the survey drawings in a letter report.

PART 3.0 OWNER'S RESPONSIBILITIES:

3.1 Provide CONSULTANT with available information on the project to enable the CONSULTANT to perform the Scope of Work.



- 3.2 Be available to respond to inquiries from the CONSULTANT in a timely fashion.
- 3.3 If appropriate, provide CONSULTANT with access to the property and be available to accompany the CONSULTANT to the site when needed.

PART 4.0 PERIODS OF SERVICE:

- 4.1 CONSULTANT shall be available to begin work after the execution of this Task Order and will endeavor to complete the work within 90 days of execution of this Task Order.

PART 5.0 PAYMENTS TO CONSULTANT:

- 5.1 OWNER shall pay the CONSULTANT on a lump sum basis. The estimated cost of this Task Order is \$64,600. CONSULTANT shall not exceed this amount without prior authorization from OWNER.

PART 6.0 OTHER:

- 6.1 This Task Order includes only those items identified in Part 2.0, Scope of Services.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SOUTH PADRE ISLAND.

HDR ENGINEERING, INC.

"OWNER"

"CONSULTANT"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

Arthur B. Colwell

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Managing Principal

ADDRESS: 4601 Padre Boulevard

ADDRESS: \_\_\_\_\_

555 N. Carancahua

South Padre Island, TX  
78597

Suite 1600

Corpus Christi, TX 78401



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

**MEETING DATE:** October 19, 2016

**NAME & TITLE:** Brandon N. Hill, Program and Project Manager

**DEPARTMENT:** Shoreline Management

**ITEM**

Discussion and possible action regarding a letter received from the Texas General Land Office citing violations of the Open Beaches Act located at walkway at the Pearl beach access.

**ITEM BACKGROUND**

On September 29, 2016 a letter was sent via electronic mail to Darla Jones, Interim City Manager. The letter stated that the GLO had recently become aware of a violation of the Open Beach Act associated with the City of South Padre Island's (City) Texas Coastal Management Plan (CMP) Cycle 19, Contract #15-041-000-8385; the Walkway at the Pearl Beach Access. At the Shoreline Taskforce a motion was made by Member Neil Rasmussen, second by Member Virginia Guillot to recommend to the City Council the following:

- a. Remove the existing fence.
- b. Reimburse the party for all expenditures regarding the construction of the fence.
- c. Verify that the City of South Padre Island did not use any CMP funds towards the design, material or labor to construct the fence or the removal if approved.
- d. Send the GLO documentation of the nonuse of CMP funds along with its course of action of remediation.

The GLO recommends;

- a. The fence does not allow the full use of the easement and must be removed as soon as possible.
- b. The GLO requests a statement from the City, along with supporting financial documentation, affirming that Texas CMP funds were not used to design, pay for materials, or pay for labor to construct the fence.
  - Please submit the above within 30 days of the receipt of this letter. (September 29<sup>th</sup>, 2016)

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

Sent to Legal:

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

NO:   X  

Approved by Legal:

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

NO:   X  

Comments:

**RECOMMENDATIONS/COMMENTS**



TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

September 29, 2016

Via Electronic Mail

Darla A. Jones  
Interim City Manager  
City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, Texas 78597

**Re: Violations of the Open Beaches Act**

Dear Ms. Jones:

The Texas General Land Office (GLO) recently became aware of a violation of the Open Beaches Act associated with the City of South Padre Island's (City) Texas Coastal Management Plan (CMP) Cycle 19, Contract #15-041-000-8385; the Walkway at the Pearl Beach Access. It is our understanding that the City entered into a contract which allowed a fence to be constructed within a dedicated public access easement at the north property line of the Pearl South Padre hotel. The GLO has determined that the construction of the fence within the easement restricts public access to the beach and is in violation of Texas Natural Resources Code (TNRC) 61.011(a) and 61.013(a).

A Declaration of Easement was granted on January 29, 1979, outlining a 40-foot-wide public ingress and egress easement starting at the PR 100 frontage road and transitioning to a 10-foot-wide pedestrian access 301 feet west of the existing retaining wall. A fence was constructed between the sidewalk and the curb and was never approved by the GLO as part of the proposed CMP project. After visiting the site, the GLO has determined that the construction of the fence within the easement restricts access to the sidewalk from the rest of the easement and presents an impediment to access for those with physical disabilities. The fence does not allow the full use of the easement and must be removed as soon as possible.

In addition to the removal of the fence, the GLO is requesting a statement from the City, along with supporting financial documentation, affirming that Texas CMP funds were not used to design, pay for materials, or pay for labor to construct the fence. Please submit the requested statement, as well as a plan to correct the violation, within 30 days of receipt of this letter.

As required by 31 TAC 15.7(h) the City's Beach Access Plan (Plan) prohibits the abandonment, relinquishment, or conveyance of any right title, easement, right-of-way, street, path or other interest that provides existing or potential beach access.<sup>1</sup> The City cannot allow or cause the

<sup>1</sup> South Padre Island Dune Protection and Beach Access Plan; Section 22-2 (D).



abandonment of any part of the easement unless an alternative equivalent or better beach access is first proposed and approved by the GLO through a Plan amendment.

Scottie Aplin, Coastal Resources attorney, is available to answer any legal questions relating to the above-mentioned public access easement and may be reached by e-mail at [scottie.aplin@glo.texas.gov](mailto:scottie.aplin@glo.texas.gov) or by phone at 512-475-4308.

The GLO appreciates your immediate attention to this matter. To schedule a specific time to speak with the GLO about these or other issues, please contact Natalie Bell at 512-463-0413 or at [natalie.bell@glo.texas.gov](mailto:natalie.bell@glo.texas.gov).

Sincerely,



David Green  
Deputy Director  
Coastal Resources Division  
Texas General Land Office

cc: Patrick Barrineau, Shoreline Management Director

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