

**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, MAY 3, 2017**  
5:30 P.M. AT THE MUNICIPAL BUILDING,  
CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

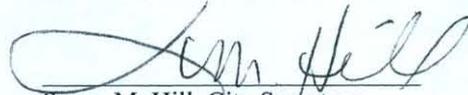
1. Call to order
2. Pledge of Allegiance
3. **Public Comments and Announcements:** *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. **Presentations and Proclamations:**
  - a. Proclamation: National Travel and Tourism Week
  - b. Proclamation: Motorcycle Safety and Awareness Month
5. **Approve Consent Agenda:**
  - a. Approve minutes of April 19, 2017 Workshop and Regular meeting. (S. Hill)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve Quarterly Investment Report for quarter ending March 31, 2017 prepared by Valley View Consulting, L.L.C. (Gimenez)
  - d. Approve Resolution No. 2017-16 approving the temporary closure of Highway 100 for the Summer Longest Causeway and Fitness Walk on Saturday, June 3, 2017. (Payne)
  - e. Approve budget amendment in the amount of \$625 to allocate grant funds for training from Texas Intrastate Fire Mutual Aid System (TIFMAS). (Fowler)
  - f. Approve Change Order No. 1 for the Morningside Road Drainage Improvements project in the amount of \$2,958. (Sanchez)
  - g. Approve second and final reading of Ordinance No. 17-02 amending Sec. 22-4 Dune Protection Line to provide dune protection line to the property at Lot 1, Block 1, Padre Island Inn Subdivision (also known as the "Ocean Tower" property. (B.Hill)
  - h. Approve excused absence for Council Member Alita Bagley from the May 17, 2017 City Council meeting. (Bagley)
6. Presentation from Doug Schnoebelen, Chief of South Texas Program Office of the U.S. Geological Survey (USGS) regarding collaboration of research projects related to the beach that could be beneficial by both the City and USGS. (B. Hill)

7. Update and discussion on Venue Tax Projects. (Guthrie)
8. Update and discussion update on Spring Break: (Guthrie)
  - a. Proposed Spring Break/Mass Gathering Ordinance
  - b. Short-term Rentals/Neighborhood Issues
  - c. Transit Pilot
9. Discussion and action to approve Ordinance No. 17-03 amending Section 4-27 of the Code of Ordinances prohibiting barbed wire fencing. (Jones)
10. Discussion and action on first reading of Ordinance No. 17-04 amending Chapter 10, Article II, Food Services to comply with the new changes to the Texas Food Establishment Rules. (Baldovinos)
11. Discussion and possible action on first reading of Ordinance No. 17- 05 to amend Chapter 10 of the Code of Ordinances Section 10-31 pertaining to Mobile Food Unit designated areas and permit requirements. (Baldovinos)
12. Discussion and action to approve first reading of Ordinance No. 17-06 amending Chapter 9 of the Code of Ordinances to allow for expanded designation for Qualified Natural Habitat Lots. (Baldovinos)
13. Discussion and action to authorize the City Manager to approve the Amendment to Multiple Use Agreement between the State of Texas Department of Transportation (TxDOT) and the City of South Padre Island, which will permit the City's Transit Department to construct a permanent facility on an additional portion of the state right of way necessary for the structure. (Arriaga)
14. Discussion and action to authorize the City Manager to approve the Standard Lease Agreement for the Multimodal Facility, which will establish a cooperative and mutually beneficial relationship between the State of Texas acting through the Texas Department of Transportation (TxDOT) and the City of South Padre Island's Transit Department. (Arriaga)
15. Discussion and action to approve a budget amendment in the amount of \$981,726 for the construction of the Seaside, Ocean, Moonlight and Gulf-End walkovers. (B. Hill)
16. Discussion and action to award bid for the development of Ocean Circle Beach Access to the lowest bidder, Gonzalez-De La Garza & Associates, LLC, in the amount of \$452,000. (B. Hill)
17. Discussion and action to award bid to construct a sidewalk and dune walkover at Seaside Circle Beach Access to the lowest bidder, Willis Development LLC, in the amount of \$298,690.20. (B. Hill)

18. Discussion and action to award bid for the west Aries Drive and west Verna Jean Drive Widening Improvements project to the low bidder, G&T Paving, LLC, in the amount of \$158,811.74. (Sanchez)
19. Discussion and action to appoint Assistant City Attorney Kathy Cunningham as the City Attorney. (Guthrie)
20. Adjourn.

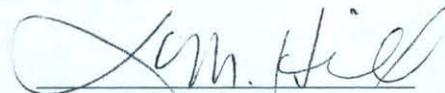
WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA, PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS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

DATED THIS THE 28<sup>TH</sup> DAY OF APRIL 2017

  
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 **APRIL 28, 2017**, 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:** May 3, 2017

**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 April 19, 2017 Workshop and Regular meeting. (S. Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve Quarterly Investment Report for quarter ending March 31, 2017 prepared by Valley View Consulting, L.L.C. (Gimenez)
- d. Approve Resolution No. 2017-16 approving the temporary closure of Highway 100 for the Summer Longest Causeway and Fitness Walk on Saturday, June 3, 2017. (Payne)
- e. Approve budget amendment in the amount of \$625 to allocate grant funds for training from Texas Intrastate Fire Mutual Aid System (TIFMAS). (Fowler)
- f. Approve Change Order No. 1 for the Morningside Road Drainage Improvements project in the amount of \$2,958. (Sanchez)
- g. Approve second and final reading of Ordinance No. 17-02 amending Sec. 22-4 Dune Protection Line to provide dune protection line to the property at Lot 1, Block 1, Padre Island Inn Subdivision (also known as the "Ocean Tower" property). (B.Hill)
- h. Approve excused absence for Council Member Alita Bagley from the May 17, 2017 City Council meeting. (Bagley)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda

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

**MEETING DATE:** May 3, 2017

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

**DEPARTMENT:** City Manager's Office

**ITEM**

Approve minutes of April 19, 2017 Workshop and Regular meeting.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Minutes

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

**WEDNESDAY, APRIL 19, 2017**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a WORKSHOP on Wednesday, April 19, 2017 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 3:30 p.m. A quorum was present: Council Member, Ron Pitcock, Theresa Metty, Alita Bagley and Paul Munarriz. Absent was Council Member Dennis Stahl who was out of town.

City staff members present were City Manager Susan Guthrie, Assistant City Manager Darla Jones, Public Safety Director Randy Smith, Chief Financial Officer Rodrigo Gimenez, Public Works Director Alex Sanchez, Development Director Sungman Kim, Administrative Services Director Wendi Delgado, CVB Director Keith Arnold, Fire Chief William Fowler, Environmental Health Director Victor Baldovinos, Transit Director Jesse Arriaga, Shoreline Management Director Brandon Hill, Assistant Public Works Director Jon Wilson, Information Technology Director Mark Shellard, Building Official David Travis and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS**

None.

**IV. DISCUSSION REGARDING MID-YEAR BUDGET REVIEW. (GIMENEZ)**

- a. REQUIRED RESERVES**
- b. REVENUE HIGHLIGHTS**
- c. EXPENDITURE HIGHLIGHTS**
- d. MAJOR PROJECTS**
- e. FUND OVERVIEW**

Chief Financial Officer Rodrigo Gimenez presented the Mid-year Budget Review stating that total annual revenues are projected to meet or exceed budget and expenditures are expected to be within budget, while maintaining compliance with required six month reserves.

**V. ADJOURN.**

There being no further discussion, Mayor Patel adjourned the workshop at 4:00 p.m.

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

APPROVED

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

DRAFT

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

**WEDNESDAY, APRIL 19, 2017**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, April 19, 2017 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 Ron Pitcock, Theresa Metty, Alita Bagley and Paul Munarriz, with Council Member Dennis Stahl out with an excused absence. Also present was Assistant City Attorney Kathy Cunningham.

City staff members present were City Manager Susan Guthrie, Assistant City Manager Darla Jones, Public Safety Director Randy Smith, Chief Financial Officer Rodrigo Gimenez, Public Works Director Alex Sanchez, Development Director Sungman Kim, Administrative Services Director Wendi Delgado, Fire Chief William Fowler, Environmental Health Director Victor Baldovinos, Transit Director Jesse Arriaga, Shoreline Management Director Brandon Hill, Assistant Public Works Director Jon Wilson, Information Technology Director Mark Shellard and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

**IV. PRESENTATIONS AND PROCLAMATIONS:**

**a. PROCLAMATION: EARTH DAY**

Mayor Patel presented an Earth Day Proclamation to Kim Dollar, Chairman of the Keep SPI Beautiful Committee.

**V. APPROVE CONSENT AGENDA:**

Council Member Pitcock made a motion, seconded by Council Member Metty to approve the Consent Agenda. Motion passed on a unanimous vote.

**a. APPROVE MINUTES OF APRIL 5, 2017 REGULAR MEETING. (S. HILL)**

**b. APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**

Invoices approved for payment were paid by General Fund checks numbered 137980 through 138093 and EFT payments totaling \$519,162.82.

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- c. APPROVE RESOLUTION NO. 2017-13 DENYING AEP TEXAS REQUEST FOR DISTRIBUTION COST RECOVERY FACTOR IN THE AMOUNT OF \$28,010,174. (JONES)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2017-13, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- d. APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$34,795.08 FOR FINAL PAYMENT, INCLUDING RETAINAGE, FOR THE COMMUNITY CENTER RENOVATION. (JONES)**
- e. APPROVE ACCEPTANCE OF TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) PROJECT GRANT AGREEMENT RPT 1701 IN THE AMOUNT OF \$239,000; AND AUTHORIZE THE CITY MANAGER TO ENTER GRANT AGREEMENT. (ARRIAGA)**
- f. APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$10,000 FOR ADDITIONAL AMOUNT DUE TO OBTAIN A SURVEY AND APPRAISAL FOR THE PINNELL PROPERTY IN RELATION TO THE VENUE PROJECT. (GUTHRIE)**
- g. APPROVE RESOLUTION NO. 2017-14 AUTHORIZING TEMPORARY CLOSURE OF THE QUEEN ISABELLA MEMORIAL CAUSEWAY ON SUNDAY, MAY 7, 2017 FOR THE PEDAL TO PADRE CYCLING EVENT. (PAYNE/SMITH)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2017-14, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- h. APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$12,216.50 FOR INSURANCE PROCEEDS ASSOCIATED WITH A POLICE DEPARTMENT VEHICLE ACCIDENT. (GIMENEZ)**

- VI. DISCUSSION AND POSSIBLE ACTION TO NAME THE SOUTH PADRE ISLAND CITY HALL AS THE "PAUL Y. CUNNINGHAM, JR. CITY HALL" IN MEMORY OF THE LATE SOUTH PADRE ISLAND CITY ATTORNEY. (PATEL)**

Mayor Patel made a motion to name the City Hall after the late City Attorney, Paul Y. Cunningham, Jr.; and direct the City Manager to put together a ceremony, inviting the public, the Cunningham family and friends, for the dedication of the building and recognition of Paul's contributions to the history and evolution of South Padre Island. Council Member Munarriz seconded the motion, which carried unanimously.

- VII. PRESENTATION AND DEMONSTRATION OF SWIFT 911 EMERGENCY CALL SYSTEM. (FOWLER/SHELLARD)**

Fire Chief Doug Fowler and Technology Director Mark Shellard explained and gave a short presentation of the Swift 911 Emergency Call System that the City recently implemented. Swift 911 is an high-speed targeted alerting system using voice, TXT/SMS, email, fax, pager, RSS, IPAWS, Facebook, Twitter, inbound hotline with over 40 translation languages to choose from.

**VIII. UPDATE AND DISCUSSION ON: (GUTHRIE)**

**a. PROPOSED SPRING BREAK/MASS GATHERING ORDINANCE.**

City Manager Susan Guthrie gave an update on the first meeting that the subcommittee had recently, stating that they discussed, among other ideas, "Best Practices" from 17 other communities, reviewed process to analyze Spring Break and its economic impact. Members of the Spring Break/Mass Gathering subcommittee consist of Bill Donahue, Clayton Brashear, Dennis Stahl, Paul Munarriz, Doug Fowler, Randy Smith, Roxanne Guenzel, Wally Jones, Kim Dollar and Susan Guthrie.

**b. SHORT-TERM RENTALS/NEIGHBORHOOD ISSUES.**

Susan Guthrie advised that a subcommittee for short-term Rentals and neighborhood issues was formed consisting of Eleana Jones, Troy Giles, Will Greenwood, David Gower, Julian Castillo, and city staff consisting of Claudine O'Carroll, Eddie Salazar, Georgian Ramos and Susan Guthrie. This committee is set to have their first meeting on April 25, 2017.

**IX. DISCUSSION AND POSSIBLE ACTION TO FORM A MARKETING SUBCOMMITTEE TO BEGIN THE PROCESS OF REBRANDING SPRING BREAK TO ATTRACT A WIDER RANGE OF VISITORS TO SOUTH PADRE ISLAND DURING THE MONTHS OF MARCH AND APRIL. (PATEL)**

Mayor Patel made a motion, seconded by Council Member Pitcock to direct the City Manager to work with our Convention and Visitor's Bureau (CVB) Director to create a subcommittee on a Marketing and Special Events plan and budget, specifically for the months of March and April, to be incorporated into the next CVB budget; and to bring back to City Council no later that the first City Council meeting in August. Motion passed on a unanimous vote.

**X. UPDATE AND DISCUSSION ON VENUE TAX PROJECTS. (GUTHRIE)**

City Manager Susan Guthrie gave a short update on the Venue Tax Projects.

**XI. DISCUSSION AND ACTION TO APPROVE RESOLUTION NO. 2017-15 AUTHORIZING THE CITY'S STAFF AND PROFESSIONAL ADVISORS TO PREPARE AND DISTRIBUTE ALL DOCUMENTS AND TAKE ALL ACTIONS DEEMED NECESSARY (INCLUDING THE SELECTION OF UNDERWRITERS) IN CONNECTION WITH PREPARING FOR THE ISSUANCE OF A SERIES OF VENUE TAX BONDS TO FINANCE A PORTION**

**OF THE VENUE PROJECTS APPROVED BY THE VOTERS ON NOVEMBER 8, 2016. (GIMENEZ)**

Council Member Bagley made a motion to approve Resolution No. 2017-15 authorizing the preparation for the issuance of a series of Venue Tax Bonds to finance a portion of the venue projects approved by voters in 2016. Council Member Pitcock seconded the motion, which carried unanimously.

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2017-15, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**XII. DISCUSSION AND ACTION TO APPROVE FIRST READING OF ORDINANCE TO SET THE DUNE PROTECTION LINE (ALSO REFERRED TO THE HISTORIC BUILDING LINE) FOR LOT 1, BLOCK 1, PADRE ISLAND INN SUBDIVISION. (B. HILL)**

After presentation from Shoreline Director Brandon Hill, Council Member Bagley made a motion, seconded by Council Member Munarriz to approve first reading of Ordinance No. 17-02 amending Chapter 22, Section 22-4 – Dune Protection Line to provide a dune protection line to property located at Lot 1, Block 1, Padre Island Inn Subdivision located just south of The Shores. Motion passed on a unanimous vote.

**XIII. DISCUSSION AND ACTION TO APPROVE A BEACH AND DUNE PERMIT FOR THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE WITH A CONCRETE PAVER DRIVEWAY AND A SWIMMING POOL AT 5106A, 5106B, 5108A AND 5108B GULF BOULEVARD. (B. HILL)**

Mayor Patel made a motion to approve the Beach and Dune Permit for construction of a single-family residence located at 5106A, 5106B, 5108A and 5108B Gulf Boulevard. Motion was seconded by Council Member Pitcock, which carried unanimously.

**XIV. DISCUSSION AND ACTION TO APPROVE A BEACH AND DUNE PERMIT FOR THE CONSTRUCTION OF AN ELEVATED CONCRETE GYM ON CONCRETE PILINGS LOCATED AT PADRE GRAND, 2100 GULF BOULEVARD. (B. HILL)**

Mayor Patel made a motion, seconded by Council Member Metty to approve a Beach and Dune Permit for the construction of an elevated concrete gym at the Padre Grand located at 2100 Gulf Boulevard. Motion pass unanimously.

**XV. EXECUTIVE SESSION: PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; TO DISCUSS:**

**A. DISCUSSION OF REAL ESTATE.**

At 7:15 p.m., Council Member Bagley made a motion, seconded by Council Member Pitcock to go into Executive Session. Motion carried unanimously.

At 8:06 p.m., the City Council reconvened into open session.

**XVI. DISCUSSION AND POSSIBLE ACTION REGARDING REAL ESTATE.**

Council Member Pitcock made a motion to authorize the City Manager to enter into negotiations to acquire property. Council Member Bagley seconded the motion, which passed on a unanimous vote.

**XVII. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 8:06 pm.

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Susan M. Hill, City Secretary

APPROVED

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Bharat R. Patel, Mayor

DRAFT

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

**MEETING DATE:** May 3, 2017

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

**DEPARTMENT:** Finance

**ITEM**

Approve invoices for payment by General Fund checks numbered 138094 through 138222 and EFT payments totaling \$538,767.04.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

VENDOR SET: 01 City of South Padre Islan  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001017	AIR EVAC LIFETEAM	I-41917	01 2488	AIR EVAC LIFE:	EMPLY. CONTRIBUTIONS	138094	204.00
						VENDOR 01-001017 TOTALS	204.00
01-002434	CINDY BOUDLOCHE	I-DWD201704176114	01 2469	DEBTORS WAGE :	CASE NO 14-10370	138098	542.31
01-002434	CINDY BOUDLOCHE	I-DWE201704176114	01 2469	DEBTORS WAGE :	CASE NO 16-10432	138099	1,325.00
						VENDOR 01-002434 TOTALS	1,867.31
01-003035	CALIFORNIA STATE DISBU	I-C1P201704176114	01 2473	CHILD SUPPORT:	CS 0370020351331	138101	78.23
						VENDOR 01-003035 TOTALS	78.23
01-003185	OFFICE OF THE ATTY GEN	I-C10201704176114	01 2473	CHILD SUPPORT:	A/N 2004094864B	000000	364.15
01-003185	OFFICE OF THE ATTY GEN	I-C13201704176114	01 2473	CHILD SUPPORT:	A/N 0013262861	000000	103.85
01-003185	OFFICE OF THE ATTY GEN	I-C1C201704176114	01 2473	CHILD SUPPORT:	ORDER NO 2015-DCL-56	000000	415.38
01-003185	OFFICE OF THE ATTY GEN	I-C1D201704176114	01 2473	CHILD SUPPORT:	ORDER ID F-2774-09-5	000000	218.31
01-003185	OFFICE OF THE ATTY GEN	I-C1L201704176114	01 2473	CHILD SUPPORT:	ORDER NO 2005063139E	000000	121.38
01-003185	OFFICE OF THE ATTY GEN	I-C1N201704176114	01 2473	CHILD SUPPORT:	ORDER # 2012-DCL-186	000000	230.77
01-003185	OFFICE OF THE ATTY GEN	I-C1O201704176114	01 2473	CHILD SUPPORT:	ORDER ID 2012-DCL-06	000000	140.70
01-003185	OFFICE OF THE ATTY GEN	I-C1Q201704176114	01 2473	CHILD SUPPORT:	CS 2014-DCL-08362	000000	235.38
01-003185	OFFICE OF THE ATTY GEN	I-C1R201704176114	01 2473	CHILD SUPPORT:	ORDER NO 08-1471	000000	429.23
01-003185	OFFICE OF THE ATTY GEN	I-C1S201704176114	01 2473	CHILD SUPPORT:	ORDER NO 2006-06-293	000000	51.02
01-003185	OFFICE OF THE ATTY GEN	I-C1U201704176114	01 2473	CHILD SUPPORT:	ORDER NO 2014-DCL-02	000000	164.77
01-003185	OFFICE OF THE ATTY GEN	I-C1Z201704176114	01 2473	CHILD SUPPORT:	CASE NO: 0013217643	000000	337.85
01-003185	OFFICE OF THE ATTY GEN	I-C21201704176114	01 2473	CHILD SUPPORT:	A/N 0011549506	000000	369.23
01-003185	OFFICE OF THE ATTY GEN	I-C51201704176114	01 2473	CHILD SUPPORT:	A/N 0012375322	000000	294.33
01-003185	OFFICE OF THE ATTY GEN	I-C59201704176114	01 2473	CHILD SUPPORT:	#0009529310	000000	162.46
01-003185	OFFICE OF THE ATTY GEN	I-C67201704176114	01 2473	CHILD SUPPORT:	ORDER NO 2012-DCL-00	000000	151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201704176114	01 2473	CHILD SUPPORT:	A/N 0010353126	000000	159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201704176114	01 2473	CHILD SUPPORT:	ORDER #2012-DCL-0866	000000	348.92
01-003185	OFFICE OF THE ATTY GEN	I-C91201704176114	01 2473	CHILD SUPPORT:	AG 0012920905	000000	296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201704176114	01 2473	CHILD SUPPORT:	ORDER # 99125207D	000000	129.69
01-003185	OFFICE OF THE ATTY GEN	I-C95201704176114	01 2473	CHILD SUPPORT:	CASE #0013025749	000000	420.00
						VENDOR 01-003185 TOTALS	5,144.80
01-003444	CITIBANK	I-040317	01 2489	PURCHASING CA:	MARCH 2017 P CARD PU	138152	67,300.60
						VENDOR 01-003444 TOTALS	67,300.60

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006163	AMERICAN GENERAL LIFE	I-41917	01 2485	AMERICAN GENE:	EMPLOYEE SALARY ALLO	138109	386.80
					VENDOR 01-006163	TOTALS	386.80
01-007001	ANA GARZA	I-CO4201704176114	01 2473	CHILD SUPPORT: A/N	2003-03-1480-B	138112	194.88
					VENDOR 01-007001	TOTALS	194.88
01-019222	S.P.I. FIREFIGHTERS AS	I-41917	01 2472	FIREFIGHTERS :	ASSOCIATION DUES 4/1	138132	361.00
					VENDOR 01-019222	TOTALS	361.00
01-019327	SOUTH PADRE ISLAND PRO	I-41917	01 2487	POLICE DEPT A:	ASSOCIATION DUES 4/1	999999	135.00
					VENDOR 01-019327	TOTALS	135.00
01-1	GARY JENKINS	I-042017	01 47046	ANIMAL SERVIC:	GARY JENKINS: ANIMAL	138218	20.00
01-1	TONY VILLARREAL	I-42017	01 47046	ANIMAL SERVIC:	TONY VILLARREAL: REF	138220	20.00
					VENDOR 01-1	TOTALS	40.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	75,712.62

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 511 CITY COUNCIL

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013149	CITY OF MCALLEN	I-041717	01 511-0550-030	RON PITCOCK	: RON PITCOCK	138174	20.00
01-013149	CITY OF MCALLEN	I-041717	01 511-0550-024	BARRY PATEL	: MAYOR BARRY PATEL	138174	20.00
01-013149	CITY OF MCALLEN	I-041717	01 511-0550-021	ALITA BAGLEY	: COUNCILMEMBER ALITA	138174	20.00
						VENDOR 01-013149 TOTALS	60.00
						DEPARTMENT 511 CITY COUNCIL TOTAL:	60.00

VENDOR SET: 01 City of South Padre Islan  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 512 CITY MANAGERS OFFICE  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013149	CITY OF MCALLEN	I-041717	01 512-0513	TRAINING EXPE: SUSAN GUTHRIE, DARLA	138174		40.00
VENDOR 01-013149 TOTALS							40.00
01-017000	QUILL CORPORATION	I-5804684	01 512-0101	OFFICE SUPPLI: 1- 2017 MONTHLY PLAN	138180		10.84
01-017000	QUILL CORPORATION	I-5816148	01 512-0101	OFFICE SUPPLI: AVERY INDEX LG. STD	138180		3.70
01-017000	QUILL CORPORATION	I-5818057	01 512-0101	OFFICE SUPPLI: MISC. OFFICE SUPPLIE	138180		163.54
01-017000	QUILL CORPORATION	I-5835232	01 512-0101	OFFICE SUPPLI: 1-SELF STICK EASEL P	138180		113.07
01-017000	QUILL CORPORATION	I-5903990	01 512-0101	OFFICE SUPPLI: BIRTHDAY & THANKYOU	138180		89.64
VENDOR 01-017000 TOTALS							380.79
DEPARTMENT 512 CITY MANAGERS OFFICE						TOTAL:	420.79

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	I-22114	01 513-0101	OFFICE SUPPLI:	250 BUSINESS CARDS,	138211	29.00
						VENDOR 01-020602 TOTALS	29.00
						DEPARTMENT 513 FINANCE DEPARTMENT TOTAL:	29.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011023	SUNGMAN KIM	I-040717	01 514-0550	TRAVEL EXPENS:	PER DIEM: AUSTIN TRI	138117	120.00
						VENDOR 01-011023 TOTALS	120.00
						DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:	120.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009117	TYLER TECHNOLOGIES INC	I-025-181823	01 515-0415	SERVICE CONTR:	TYLER TECH MOBILE CA	138115	2,764.62
					VENDOR 01-009117 TOTALS		2,764.62
01-019502	AT&T	I-04032017	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	138135	109.74
01-019502	AT&T	I-043207	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	138135	34.00
01-019502	AT&T	I-432017	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	138135	932.39
					VENDOR 01-019502 TOTALS		1,076.13
01-020185	TIME WARNER CABLE	I-041017	01 515-0415	SERVICE CONTR:	SERVICE AT FIRE STAT	138140	373.06
01-020185	TIME WARNER CABLE	I-41817	01 515-0415	SERVICE CONTR:	SERVICE @CITYHALL	138209	1,190.52
					VENDOR 01-020185 TOTALS		1,563.58
01-020644	T-MOBILE	I-41717	01 515-0501	COMMUNICATION:	DATA SERVICE	138212	1,489.47
					VENDOR 01-020644 TOTALS		1,489.47
DEPARTMENT 515 TECHNOLOGY DEPARTMENT						TOTAL:	6,893.80

VENDOR SET: 01 City of South Padre Islan  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 516 HUMAN RESOURCES  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004048	DEER OAKS EAP SERVICES	I-COSPI117-04	01 516-0530	PROFESSIONAL :	APRIL 2017 EAP SERVI	138156	249.00
					VENDOR 01-004048 TOTALS		249.00
01-004090	WENDI DELGADO	I-41117	01 516-0550	TRAVEL EXPENS: PER DIEM & MILEAGE:		138158	559.08
					VENDOR 01-004090 TOTALS		559.08
01-019016	ARACELI SANCHEZ	I-41117	01 516-0550	TRAVEL EXPENS: PER DIEM, AUSTIN MAY		138186	168.00
					VENDOR 01-019016 TOTALS		168.00
01-019243	MEDICAL ASSOCIATES OF	I-40717	01 516-0530	PROFESSIONAL :	POST ACCIDENT SCREEN	138133	25.00
01-019243	MEDICAL ASSOCIATES OF	I-41217	01 516-0530	PROFESSIONAL :	RANDOM & PRE -EMPLOY	138133	85.00
					VENDOR 01-019243 TOTALS		110.00
01-020235	TEXAS ALCOHOL & DRUG T	I-148714	01 516-0530	PROFESSIONAL :	MOBILE COLLEC. 3/12	138141	242.66
					VENDOR 01-020235 TOTALS		242.66
DEPARTMENT 516 HUMAN RESOURCES						TOTAL:	1,328.74

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013410	MUNICIPAL SERVICES BUR	I-663322	01 520-0531	WARRANT COLLE:	2017 MUNICIPAL COLLE	138123	1,315.67
						VENDOR 01-013410 TOTALS	1,315.67
						DEPARTMENT 520 MUNICIPAL COURT TOTAL:	1,315.67

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003444	CITIBANK	I-040317	01 521-0550	TRAVEL EXPENS:	GAYLORD OPRYLAND ERR	138152	185.55-
					VENDOR 01-003444 TOTALS		185.55-
01-004051	ERNEST DELGADO	I-42417	01 521-0550	TRAVEL EXPENS:	MEAL EXPENSE REIMBUR	138157	61.89
					VENDOR 01-004051 TOTALS		61.89
01-004190	KARINA DOMINGUEZ	I-42417	01 521-0550	TRAVEL EXPENS:	MEAL EXPENSE REIMBUR	138159	46.32
					VENDOR 01-004190 TOTALS		46.32
01-018242	JORDON RODRIGUEZ	I-42317	01 521-0550	TRAVEL EXPENS:	MEAL EXPENSE REIMBUR	138185	49.75
					VENDOR 01-018242 TOTALS		49.75
01-019189	WILLIAM R. SMITH	I-040717	01 521-0550	TRAVEL EXPENS:	MILEAGE REIMBURSEMEN	999999	431.21
					VENDOR 01-019189 TOTALS		431.21
01-023058	WHATABURGER	I-1043583	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	17.36
01-023058	WHATABURGER	I-1043584	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	21.70
01-023058	WHATABURGER	I-1043588	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	13.02
01-023058	WHATABURGER	I-1043590	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	8.68
01-023058	WHATABURGER	I-1043591	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	26.04
01-023058	WHATABURGER	I-1043592	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	52.08
01-023058	WHATABURGER	I-1082902	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	21.70
01-023058	WHATABURGER	I-1082903	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	52.08
01-023058	WHATABURGER	I-1082904	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	277.76
01-023058	WHATABURGER	I-1082905	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	138216	4.34
01-023058	WHATABURGER	I-1082906	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	138216	4.34
01-023058	WHATABURGER	I-1082907	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	13.02
01-023058	WHATABURGER	I-1082951	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	43.40
01-023058	WHATABURGER	I-1082952	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	26.04
01-023058	WHATABURGER	I-1082953	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	138216	17.36
01-023058	WHATABURGER	I-1082954	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	138216	4.34
01-023058	WHATABURGER	I-1082955	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	138216	4.34
					VENDOR 01-023058 TOTALS		607.60
DEPARTMENT 521 POLICE DEPARTMENT						TOTAL:	1,011.22

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001416	ARROW INTERNATIONAL., I	I-94746339	01 522-0114	MEDICAL SUPPL:	Medical supplies	138097	2,187.56
					VENDOR 01-001416 TOTALS		2,187.56
01-003680	TEXAS COMM ON FIRE PRO I-	I-041917	01 522-0513	TRAINING EXPE:	FIRE SERV. INSTR. LE	138104	85.00
					VENDOR 01-003680 TOTALS		85.00
01-004044	HILDA DELGADO	I-041917	01 522-0101	OFFICE SUPPLI:	REIMBURSE OFFICE SUP	138107	24.86
					VENDOR 01-004044 TOTALS		24.86
01-007075	GALLS, LLC	I-007343485	01 522-0130	WEARING APPAR:	5- SS POLO SHIRTS	138164	199.95
					VENDOR 01-007075 TOTALS		199.95
01-007120	HELGESON PLUMBING, LLC I-	I-8416	01 522-0411	BUILDING & ST:	REMOVE/REPLACE 2 HOS	138113	234.48
					VENDOR 01-007120 TOTALS		234.48
01-007600	GULF COAST PAPER CO. I I-	I-1305337-1	01 522-0160	LAUNDRY & JAN:	TOILET TISSUE, TWLS,	138167	133.80
					VENDOR 01-007600 TOTALS		133.80
01-012133	LIFE - ASSIST, INC	I-778258	01 522-0114	MEDICAL SUPPL:	1 BX DIAZEPAM 10MG/2	138173	359.00
01-012133	LIFE - ASSIST, INC	I-792466	01 522-0114	MEDICAL SUPPL:	2-BX FENTANYL	138119	197.60
					VENDOR 01-012133 TOTALS		556.60
01-014059	NFPA	I-6969069Y	01 522-0107	BOOKS & PERIO:	1 EA. USE OF PYROTEC	138177	95.45
					VENDOR 01-014059 TOTALS		95.45
01-015095	JOSE L. OLVERA	I-42117	01 522-0513	TRAINING EXPE:	REIMBURSE CERTIFICAT	138178	85.00
					VENDOR 01-015095 TOTALS		85.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016247	JIM PIGG	I-040517	01 522-0550	TRAVEL EXPENS:	PER DIEM: MASSACHUSE	138127	270.00
					VENDOR 01-016247	TOTALS	270.00
01-020016	TERMINIX	I-364239406	01 522-0415	SERVICE CONTR:	PEST CONTROL FIRE ST	138207	135.00
					VENDOR 01-020016	TOTALS	135.00
01-020174	TEXAS DEPT. OF STATE H	I-42417	01 522-0551	DUES & MEMBER:	EEMS LICENSE RENEWAL	138208	1,050.00
					VENDOR 01-020174	TOTALS	1,050.00
01-1	EDINBURG FIRE DEPT	I-17-018	01 522-0550	TRAVEL EXPENS:	EDINBURG FIRE DEPT:	138219	7.00
01-1	LOS FRESNOS AMBULANCE	I-430	01 522-0150	MINOR TOOLS &:	LOS FRESNOS AMBULANC	138221	460.00
					VENDOR 01-1	TOTALS	467.00
DEPARTMENT 522 FIRE DEPARTMENT						TOTAL:	5,524.70

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001218	DUVIE ALCOZER	I-42517	01 532-0550	TRAVEL EXPENS:	MEAL ALLOWANCE MAY 1	138149	150.00
					VENDOR 01-001218 TOTALS		150.00
01-003410	SPI CHAMBER OF COMMERC	I-11566	01 532-0513	TRAINING EXPE:	CUSOTMER SERVICE PLU	138103	30.00
					VENDOR 01-003410 TOTALS		30.00
01-007598	NOE GUERRERO	I-42517	01 532-0550	TRAVEL EXPENS:	MEAL ALLOWANCE MAY 1	138166	150.00
					VENDOR 01-007598 TOTALS		150.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-018-17-2	01 532-0545	LOT MOWING	: MOWING@ 105 E. OLEAN	999999	25.95
01-008133	MIGUEL ANGEL HERNANDEZ	I-019-17	01 532-0545	LOT MOWING	: MOWING @ 107 E. ATOL	999999	24.99
01-008133	MIGUEL ANGEL HERNANDEZ	I-020-17	01 532-0545	LOT MOWING	: MOWING @ 109 E ATOL	999999	24.99
01-008133	MIGUEL ANGEL HERNANDEZ	I-021-17	01 532-0545	LOT MOWING	: MOWING @ 111 E ATOL	999999	24.99
					VENDOR 01-008133 TOTALS		100.92
DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL:							430.92

VENDOR SET: 01 City of South Padre Islan  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 540 FLEET MANAGEMENT  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003444	CITIBANK	I-040317	01 540-0420-03	REPAIRS & MAI:	SPEED TECH LIGHTS -	138152	314.26-
						VENDOR 01-003444 TOTALS	314.26-
01-018031	ALFREDO RAMOS	I-163	01 540-0420-02	REPAIRS & MAI:	REAR AIR SPRING REPL	138181	371.80
01-018031	ALFREDO RAMOS	I-164	01 540-0420-02	REPAIRS & MAI:	REMOVE/REPLACE FRONT	138181	371.80
						VENDOR 01-018031 TOTALS	743.60
01-019212	SIDDONS MARTIN EMERGEN	I-17402532	01 540-0420-02	REPAIRS & MAI:	T-1 AIR BAGS	138131	1,555.24
						VENDOR 01-019212 TOTALS	1,555.24
						DEPARTMENT 540 FLEET MANAGEMENT TOTAL:	1,984.58

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001349	PROTECTION 1 ALARM MON I-115563376		01 541-0415	SERVICE CONTR: SPRINKLER & FIRE		138096	102.50
					VENDOR 01-001349	TOTALS	102.50
			DEPARTMENT 541	BUILDING MAINTENANCE	TOTAL:		102.50

VENDOR SET: 01 City of South Padre Islan  
 FUND : 01 GENERAL FUND  
 DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-600578-0	01 543-0101	OFFICE SUPPLI:	HNG FLDRS,PENS, PENC	138147	48.43
					VENDOR 01-001129 TOTALS		48.43
01-003704	CAMERON COUNTY	I-41217	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG 3/07 -	138154	167.62
					VENDOR 01-003704 TOTALS		167.62
01-011142	KRAFTSMAN	I-33520	01 543-0433	PARKS REPAIRS:	ECO PLAY BOARDS WTR	138171	327.78
					VENDOR 01-011142 TOTALS		327.78
01-013114	MATHESON TRI-GAS	I-15184339	01 543-0510	RENTAL OF EQU:	ACETYLENE CYL. WELDI	138120	151.88
					VENDOR 01-013114 TOTALS		151.88
01-1	JIM CORBETT	I-71021	01 543-0412	LANDSCAPE	: JIM CORBETT: INITIAL	138222	59.00
					VENDOR 01-1 TOTALS		59.00
						DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:	754.71

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006034	FED EX	I-5-776-01185	01 570-0108	POSTAGE	: MISC. SHIPPING CHARG	138161	46.57
						VENDOR 01-006034 TOTALS	46.57
01-013404	MOUNTAIN GLACIER, LLC	I-0300953320	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	138176	34.00
						VENDOR 01-013404 TOTALS	34.00
01-016304	PITNEY BOWES	I-040317	01 570-0108	POSTAGE	: POSTAGE METER REFILL	138128	1,520.99
						VENDOR 01-016304 TOTALS	1,520.99
01-018154	REPUBLIC SERVICES #863	I-0863001294167	01 570-0581	WATER, SEWER, :	7255 PADRE BLVD (SPE	138130	3,710.15
01-018154	REPUBLIC SERVICES #863	I-0863001294432	01 570-0581	WATER, SEWER, :	108 W. RETAMA, ON C	138130	3,413.13
01-018154	REPUBLIC SERVICES #863	I-0863001295140	01 570-0581	WATER, SEWER, :	7355 PADRE BLVD (SPE	138183	636.43
01-018154	REPUBLIC SERVICES #863	I-0863001295331	01 570-0581	WATER, SEWER, :	108 W. RETAMA, ON CA	138183	1,318.84
						VENDOR 01-018154 TOTALS	9,078.55
DEPARTMENT 570 GENERAL SERVICES						TOTAL:	10,680.11

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019524	SRC SERVICES	I-7	01 572-1001	BUILDINGS & S:	RE:OLD CITYHALL RENO	138206	34,795.08
						VENDOR 01-019524 TOTALS	34,795.08
						DEPARTMENT 572 SPECIAL PROJECTS TOTAL:	34,795.08
						VENDOR SET 01 GENERAL FUND TOTAL:	141,164.44

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN I-600899-0		02 590-0101	OFFICE SUPPLI:	WRLS HEADSET	138147	268.71
01-001129	A & W OFFICE SUPPLY IN I-600981-0		02 590-0101	OFFICE SUPPLI:	WRLS HEADSET	138147	268.71
					VENDOR 01-001129 TOTALS		537.42
01-002893	BUG WORKS TERMITE & PE I-61014		02 590-0415	SERVICE CONTR:	PEST CONTROL VC	138151	50.68
					VENDOR 01-002893 TOTALS		50.68
01-016021	PCM-G	I-R13017470101	02 590-0180	INFORMATION T:	ACROBAT PRO DC	138125	134.90
					VENDOR 01-016021 TOTALS		134.90
01-019356	SOUTHERN COMPUTER WARE I-IN-000416710		02 590-0410	MACHINERY & E:	FIREWALL	138134	673.60
					VENDOR 01-019356 TOTALS		673.60
01-020185	TIME WARNER CABLE	I-040417	02 590-0180	INFORMATION T:	RR 2 ACCT - 600 PADR	138139	365.27
					VENDOR 01-020185 TOTALS		365.27
01-023900	XEROX CORPORATION	I-088769503	02 590-0415	SERVICE CONTR:	CVB COPIER LEASE:MAR	138145	194.69
					VENDOR 01-023900 TOTALS		194.69
DEPARTMENT 590 VISITORS BUREAU						TOTAL:	1,956.56

VENDOR SET: 01 City of South Padre Islan  
 FUND : 02 HOTEL/MOTEL TAX FUND  
 DEPARTMENT: 592 SALES & ADMINISTRATION  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-600284-0	02 592-0101	OFFICE SUPPLI:	LTR FLDRS, TAG TAPE,	138095	15.38
01-001129	A & W OFFICE SUPPLY IN	I-600284-1	02 592-0101	OFFICE SUPPLI:	1-PK LTR FILE FLDRS	138095	8.06
VENDOR 01-001129 TOTALS							23.44
01-006034	FED EX	I-5-776-60219	02 592-0108	POSTAGE	: MISC. SHIPPING CHARG	138161	225.99
VENDOR 01-006034 TOTALS							225.99
01-006170	MICHAEL FLORES	I-41717	02 592-0550	TRAVEL EXPENS:	PER DIEM: AUSTIN TRI	999999	240.00
VENDOR 01-006170 TOTALS							240.00
01-006171	4 IMPRINT, INC.	I-5343686	02 592-0230	STOCK - PROMO:	12 PIECE MINI TOOL K	138110	3,131.96
VENDOR 01-006171 TOTALS							3,131.96
01-009092	WALTER B. BARNARD	I-2	02 592-0210	STOCK - COLLA:	LEAD PROGRAM	138169	5,000.00
VENDOR 01-009092 TOTALS							5,000.00
01-011014	KARINA'S DESIGN	I-0146	02 592-0130	WEARING APPAR:	EMBROIDERY N 6 SHIRT	138170	42.00
01-011014	KARINA'S DESIGN	I-0162	02 592-0130	WEARING APPAR:	LOGO EMBROIDERED ON	138116	42.00
VENDOR 01-011014 TOTALS							84.00
01-016021	PCM-G	I-R13021620101	02 592-0180	INFORMATION T:	PHOTOSHOP LIC SUBS.	138125	269.90
VENDOR 01-016021 TOTALS							269.90
01-020086	TEXAS SOCIETY OF ASSOC	I-88,866	02 592-0553	TRADE SHOW FE:	SPONSORSHIP 2017 TSA	138137	1,500.00
VENDOR 01-020086 TOTALS							1,500.00
01-020602	TOUCAN GRAPHICS	I-22067	02 592-0230	STOCK - PROMO:	CUSTOM LABEL WATER	138211	748.37
01-020602	TOUCAN GRAPHICS	I-22083	02 592-0230	STOCK - PROMO:	20 OZ STEEL TUMBLERS	138211	1,628.34
01-020602	TOUCAN GRAPHICS	I-22085	02 592-0230	STOCK - PROMO:	THANK U CARDS/ENVELO	138211	830.00
01-020602	TOUCAN GRAPHICS	I-22086	02 592-0538	CONVENTION SE:	NAME BADGE HOLDERS	138211	1,946.63

VENDOR SET: 01 City of South Padre Islan

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: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	I-22087	02 592-0230	STOCK - PROMO: 1- 42" X 14" BANNER		138211	35.00
01-020602	TOUCAN GRAPHICS	I-22090	02 592-0538	CONVENTION SE: MISC. SIGNS & LETTER		138211	360.00
						VENDOR 01-020602 TOTALS	5,548.34
01-021095	UNITED PARCEL SERVICE	I-0000648239147-1	02 592-0108	POSTAGE	: MISC. SHIPPING AND S	138143	114.45
01-021095	UNITED PARCEL SERVICE	I-0000648239157-1	02 592-0108	POSTAGE	: MISC SHIPPING CHARGE	138213	74.32
						VENDOR 01-021095 TOTALS	188.77
						DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:	16,212.40
						VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL:	18,168.96

VENDOR SET: 01 City of South Padre Islan  
 FUND : 06 CONVENTION CENTER FUND  
 DEPARTMENT: 565 CONVENTION CENTER OPER  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002034	B & H PHOTO & ELECTRON	I-124924773	06 565-0101	OFFICE SUPPLI:	1-PAPER PAD EASEL	138150	189.50
					VENDOR 01-002034 TOTALS		189.50
01-003851	COASTAL SECURITY & INV	I-2013-641	06 565-0530	PROFESSIONAL :	NON -COMMISSIONED SE	138155	412.50
					VENDOR 01-003851 TOTALS		412.50
01-004283	ECOLAB INC.	I-5319644	06 565-0415	SERVICE CONTR:	DISHMACHINE RENTAL 4	138160	152.19
					VENDOR 01-004283 TOTALS		152.19
01-005512	EXPRESS SERVICES, INC.	I-18762661-9	06 565-0530	PROFESSIONAL :	TEMP LABOR CVB APRIL	138108	390.72
					VENDOR 01-005512 TOTALS		390.72
01-007600	GULF COAST PAPER CO. I	I-1308217	06 565-0401	FURNITURE & F:	TRASH CANS FOR CENTR	138114	3,697.00
01-007600	GULF COAST PAPER CO. I	I-1310133	06 565-0160	LAUNDRY & JAN:	TISSUE, TWLS, MISC.J	138167	352.14
					VENDOR 01-007600 TOTALS		4,049.14
01-008227	HINO GAS SALES, INC.	I-610883	06 565-0104	FUELS & LUBRI:	15 GL. LPG CVB FORKL	138168	60.00
01-008227	HINO GAS SALES, INC.	I-611075	06 565-0104	FUELS & LUBRI:	87 GAL. LPG FOR STOV	138168	252.21
					VENDOR 01-008227 TOTALS		312.21
01-013404	MOUNTAIN GLACIER, LLC	I-0300951411	06 565-0103	CONSUMABLES :	BOTTLED WATER DEL.CV	138122	38.25
					VENDOR 01-013404 TOTALS		38.25
01-019356	SOUTHERN COMPUTER WARE	I-IN-000416710	06 565-0410	MACHINERY & E:	FIREWALL	138134	673.60
					VENDOR 01-019356 TOTALS		673.60
01-019502	AT&T	I-040317	06 565-0501	COMMUNICATION:	PHONE SERV. APRIL 3	138135	469.68
					VENDOR 01-019502 TOTALS		469.68

VENDOR SET: 01 City of South Padre Islan

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: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021102	UNIFIRST HOLDINGS, INC	I-8412029947	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS, 999999		62.37
01-021102	UNIFIRST HOLDINGS, INC	I-8412029947	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, MOPS, 999999		81.86
01-021102	UNIFIRST HOLDINGS, INC	I-8412030851	06 565-0130	WEARING APPAR:	UNIFORMS, MATS, MOPS, 999999		62.37
01-021102	UNIFIRST HOLDINGS, INC	I-8412030851	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MATS, MOPS, 999999		88.56
01-021102	UNIFIRST HOLDINGS, INC	I-8412031082	06 565-0510	RENTAL OF EQU:	MISC. TABLECOVERS, R 999999		85.60
						VENDOR 01-021102 TOTALS	380.76

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 7,068.55

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 7,068.55

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 08 FORFEITED PROPERTY FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020255	TEXAS VICTIM SERVICES	I-041717	08 521-0513	LEOSE TRAININ:	REGISTRATION FEE: CO	138142	375.00
01-020255	TEXAS VICTIM SERVICES	I-41717	08 521-0513	LEOSE TRAININ:	REGISTRATION FEE: CO	138142	375.00
01-020255	TEXAS VICTIM SERVICES	I-42017	08 521-0513	LEOSE TRAININ:	REGISTRATION :RANDY	138210	215.00
						VENDOR 01-020255 TOTALS	965.00
						DEPARTMENT 521 POLICE DEPARTMENT TOTAL:	965.00
						VENDOR SET 08 FORFEITED PROPERTY FUND TOTAL:	965.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 22 MUN. COURT SECURITY FUND

DEPARTMENT: 521 POLICE

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018147	RENE BATES AUCTIONEERS	I-170426-13239-341	22 521-0150	MINOR TOOLS A: 2-	RANGER METAL DETE	138182	310.00
						VENDOR 01-018147 TOTALS	310.00
						DEPARTMENT 521 POLICE	TOTAL: 310.00
						VENDOR SET 22 MUN. COURT SECURITY FUND TOTAL:	310.00

VENDOR SET: 01 City of South Padre Islan  
 FUND : 30 TRANSPORTATION  
 DEPARTMENT: 591 SPI METRO  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-600849-0	30	591-0101	OFFICE SUPPLI:	STAPLER, EASEL PAD,	138147	128.42
01-001129	A & W OFFICE SUPPLY IN	I-600849-1	30	591-0101	OFFICE SUPPLI:	1- DICTIONARYTHESAUR	138147	8.71
VENDOR 01-001129 TOTALS								137.13
01-001161	AT&T	I-40817	30	591-0501	COMMUNICATION:	INTERNET SERV. APR 9	138148	101.18
VENDOR 01-001161 TOTALS								101.18
01-001359	JESUS ARRIAGA	I-041317	30	591-0550	TRAVEL EXPENS:	PER DIEM: AUSTING TR	999999	108.00
VENDOR 01-001359 TOTALS								108.00
01-002625	CITY OF BROWNSVILLE	I-2017-00000119	30	591-0533	MARKETING	: SPI LOCAL MATCH FOR	138100	173.17
VENDOR 01-002625 TOTALS								173.17
01-003103	ADVANCE AUTO PARTS	I-7915-185546	30	591-0420	MOTOR VEHICLE:	2 HEADLITE BULBS, 60	138102	126.36
01-003103	ADVANCE AUTO PARTS	I-7915-185962	30	591-0420	MOTOR VEHICLE:	9- GAL. 15W40	138102	157.23
01-003103	ADVANCE AUTO PARTS	I-7915-186034	30	591-0420	MOTOR VEHICLE:	2- TRK SHOCK, UNIT #	138102	96.88
01-003103	ADVANCE AUTO PARTS	I-7915-186205	30	591-0420	MOTOR VEHICLE:	VALVE LEAK REPAIR	138102	3.67
VENDOR 01-003103 TOTALS								384.14
01-003444	CITIBANK	I-040317	30	591-0513	TRAINING	: FRED PRYOR REFUND	138152	17.86-
VENDOR 01-003444 TOTALS								17.86-
01-003869	CREATIVE BUS SALES	I-13015737	30	591-0420	MOTOR VEHICLE:	2- SWITCHES UNIT 40	138106	118.58
01-003869	CREATIVE BUS SALES	I-5099321	30	591-0420	MOTOR VEHICLE:	FIXED WINDOW, +SHIPP	138106	615.00
01-003869	CREATIVE BUS SALES	I-5099428	30	591-0420	MOTOR VEHICLE:	2- SHEAR SPRINGS UNI	138106	355.66
01-003869	CREATIVE BUS SALES	I-5099437	30	591-0420	MOTOR VEHICLE:	2- SHEAR SPRING UNIT	138106	355.66
VENDOR 01-003869 TOTALS								1,444.90
01-007048	GIDDY-UP DELIVERY SERV	I-510181	30	591-0108	POSTAGE	: DELIVERY TO TX DOT 3	138163	35.00
01-007048	GIDDY-UP DELIVERY SERV	I-512505	30	591-0108	POSTAGE	: PKG SENT FROM SANTEX	138163	35.00
01-007048	GIDDY-UP DELIVERY SERV	I-512619	30	591-0108	POSTAGE	: DELIVERY TO SANTEX-P	138163	35.00
01-007048	GIDDY-UP DELIVERY SERV	I-512624	30	591-0108	POSTAGE	: DELIVERY FROM SANTEX	138163	35.00
VENDOR 01-007048 TOTALS								140.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007113	G.F. GROUP, INC.	I-040317	30 591-0560	RENTAL	: fy 16-17 OFFICE RENT	138165	2,200.00
					VENDOR 01-007113 TOTALS		2,200.00
01-007503	CHRISTINE GREEN	I-041917	30 591-0550	TRAVEL EXPENS:	MILEAGE FOR TRIP TO 999999		94.72
					VENDOR 01-007503 TOTALS		94.72
01-012091	CINTAS UNIFORM	I-538734729	30 591-0130	WEARING APPAR:	UNIFORMS TRANSIT DRI	138118	189.00
01-012091	CINTAS UNIFORM	I-538736180	30 591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	138172	189.00
					VENDOR 01-012091 TOTALS		378.00
01-013371	DIEGO MORENO	I-41217	30 591-0550	TRAVEL EXPENS:	MEAL REIMBURSEMENT 3	138175	15.14
					VENDOR 01-013371 TOTALS		15.14
01-013404	MOUNTAIN GLACIER, LLC	I-0300953319	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. T	138176	7.50
01-013404	MOUNTAIN GLACIER, LLC	I-0300953321	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DEL. W	138176	30.00
					VENDOR 01-013404 TOTALS		37.50
01-015999	OMAR OLGUIN	I-SPT021	30 591-0420	MOTOR VEHICLE:	MISC. DECALS FOR BUS	138179	385.50
					VENDOR 01-015999 TOTALS		385.50
01-016186	LUIS ISRAEL PEREZ	I-2070-17	30 591-0420	MOTOR VEHICLE:	8 UNITS WASHED #34 -	138126	280.00
					VENDOR 01-016186 TOTALS		280.00
01-018052	RED BARN TIRE CENTER,	I-295693	30 591-0420	MOTOR VEHICLE:	DOT INSPECTION UNIT	138129	40.00
					VENDOR 01-018052 TOTALS		40.00
01-018156	RIDE SYSTEMS, INC.	I-8356	30 591-0420	MOTOR VEHICLE:	1-WHITE ANTENNA FOR	138184	25.00
					VENDOR 01-018156 TOTALS		25.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019502	AT&T	I-04317	30 591-0501		COMMUNICATION: SERVICE TRANSIT APR	138135	44.08
					VENDOR 01-019502 TOTALS		44.08
01-020235	TEXAS ALCOHOL & DRUG T	I-148715	30 591-0530		PROFESSIONAL : MOBILE COLLECTION	3 138141	272.00
					VENDOR 01-020235 TOTALS		272.00
01-023900	XEROX CORPORATION	I-088658579	30 591-0150		MINOR TOOLS & : COPIER LEASE TRANSIT	138145	318.87
					VENDOR 01-023900 TOTALS		318.87
DEPARTMENT 591 SPI METRO						TOTAL:	6,561.47

VENDOR SET: 01 City of South Padre Islan  
 FUND : 30 TRANSPORTATION  
 DEPARTMENT: 595 METRO CONNECT  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 4/20/2017 THRU 4/28/2017  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003103	ADVANCE AUTO PARTS	I-7915-185696	30 595-0420	MOTOR VEHICLE:	120 5W20 OIL,36 O.FL	138102	490.80
01-003103	ADVANCE AUTO PARTS	I-7915-185903	30 595-0420	MOTOR VEHICLE:	DISC BRK,ROTOR,PADS,	138102	475.61
01-003103	ADVANCE AUTO PARTS	I-7915-185964	30 595-0420	MOTOR VEHICLE:	BRNGS, OILSEALS, BRK	138102	178.10
01-003103	ADVANCE AUTO PARTS	I-7915-186035	30 595-0420	MOTOR VEHICLE:	BRK CALIPERS, ETC UN	138102	105.98
01-003103	ADVANCE AUTO PARTS	I-7915-186056	30 595-0420	MOTOR VEHICLE:	BRAKE CALIPERS UNIT	138102	250.88
01-003103	ADVANCE AUTO PARTS	I-7915-186223	30 595-0420	MOTOR VEHICLE:	2- OIL DRAIN PLUGS	138102	7.34
VENDOR 01-003103 TOTALS							1,508.71
01-012091	CINTAS UNIFORM	I-538734729	30 595-0130	WEARING APPAR:	UNIFORMS TRANSIT DRI	138118	40.50
01-012091	CINTAS UNIFORM	I-538736180	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	138172	40.50
VENDOR 01-012091 TOTALS							81.00
01-013211	DANIEL MEDINA	I-40717	30 595-0420	MOTOR VEHICLE:	DISPOSAL FEE FOR 7 T	138121	35.00
VENDOR 01-013211 TOTALS							35.00
01-016186	LUIS ISRAEL PEREZ	I-2071-17	30 595-0420	MOTOR VEHICLE:	2 UNITS WASHED #406	138126	70.00
VENDOR 01-016186 TOTALS							70.00
DEPARTMENT 595 METRO CONNECT TOTAL:							1,694.71
VENDOR SET 30 TRANSPORTATION TOTAL:							8,256.18

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: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006174	FOREMOST PAVING, INC.	I-12	42 562-9075	CONSTRUCTION	: PH 4 GULF BLVD IMPRO	138111	330,909.59
						VENDOR 01-006174 TOTALS	330,909.59
01-019523	SSP DESIGN, LLC	I-2087	42 562-0530	PROFESSIONAL	: LANDSCAPE & IRRIGON	138136	6,800.00
						VENDOR 01-019523 TOTALS	6,800.00
						DEPARTMENT 562 PUBLIC WORKS TOTAL:	337,709.59
						VENDOR SET 42 GULF BLVD CONSTRUCTION TOTAL:	337,709.59

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 43 STREET IMPROVEMENT FUND

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

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019045	SCOTT CHRISTIAN FRY	I-2017-4A	43 572-9472-01	STREETS & DRA:	WIDENING OF STREETS	138187	5,756.09
						VENDOR 01-019045 TOTALS	5,756.09
						DEPARTMENT 572 ** INVALID DEPT ** TOTAL:	5,756.09
						VENDOR SET 43 STREET IMPROVEMENT FUND TOTAL:	5,756.09

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 POLICE

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001004	CINTHIA HAYME CASTILLO	I-101	60 521-0040	TEMPORARY EMP:	108 SECURITY GUARD H	138146	1,404.00
					VENDOR 01-001004	TOTALS	1,404.00
01-006145	FORT KNOX PROTECTION I	I-20170301	60 521-0040	TEMPORARY EMP:	84 REG. HRS. OF SECU	138162	1,338.12
					VENDOR 01-006145	TOTALS	1,338.12
DEPARTMENT 521 POLICE						TOTAL:	2,742.12

VENDOR SET: 01 City of South Padre Islan

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: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	ORIGINAL WATERMEN INC.	I-40904	60 522-0130	WEARING APPAR:	BIKINI TOP/BOTTOM, B	138124	3,436.98
01-016000	ORIGINAL WATERMEN INC.	I-40911	60 522-0130	WEARING APPAR:	MISC. BOARDSHORTS	138124	795.25
						VENDOR 01-016000 TOTALS	4,232.23
						DEPARTMENT 522 BEACH PATROL / PT TIME TOTAL:	4,232.23

VENDOR SET# 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003697	ANRIGE INC.	I-25107/2	60	560-9045		SPRING BREAK : ADDITINAL PORT A POT	138153	2,507.50
01-003697	ANRIGE INC.	I-25108.1.18	60	560-9045		SPRING BREAK : PORTA POTTYS, SEMANA	138105	8,535.00
							VENDOR 01-003697 TOTALS	11,042.50
01-021134	UNITED RENTALS (NORTH	I-144590892-001	60	560-0560	RENTAL	: RENTAL OF UIV	138144	580.80
01-021134	UNITED RENTALS (NORTH	I-144590892-003	60	560-0560	RENTAL	: RENTAL OF UIV	138214	580.80
							VENDOR 01-021134 TOTALS	1,161.60
01-021190	JOE G. VELA	I-42417	60	560-0550	TRAVEL	: MISC. MILEAGE REIMBU	138215	133.02
							VENDOR 01-021190 TOTALS	133.02

DEPARTMENT 560 BEACH MAINTENANCE TOTAL: 12,337.12

VENDOR SET 60 BEACH MAINTENANCE FUND TOTAL: 19,311.47

VENDOR SET: 01 City of South Padra Islan

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 4/20/2017 THRU 4/28/2017

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019502	AT&T	I-4317	80 580-0501		COMMUNICATION: EDC:FAXLINE APR 3 -	138135	56.76
						VENDOR 01-019502 TOTALS	56.76
						DEPARTMENT 580 EDC	TOTAL: 56.76
						VENDOR SET 80 ECONOMIC DEVELOPMENT CORP	TOTAL: 56.76
						REPORT GRAND TOTAL:	538,767.04

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

**MEETING DATE:** May 3, 2017  
**NAME & TITLE:** Rodrigo Gimenez, Finance Director  
**DEPARTMENT:** Finance

**ITEM**

Approve Quarterly Investment Report for quarter ending March 31, 2017 as prepared by Valley View Consulting, L.L.C.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

5-11



## QUARTERLY INVESTMENT REPORT

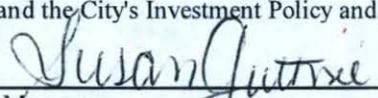
For the Quarter Ended

March 31, 2017

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of South Padre Island is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies.

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Chief Financial Officer

**Disclaimer:** These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

21-17

## Summary

### Quarter End Results by Investment Category:

Asset Type	Ave. Yield	March 31, 2017		December 31, 2016	
		Book Value	Market Value	Book Value	Market Value
DDA/MMA	0.55%	\$ 17,973,816	\$ 17,973,816	\$ 18,514,957	\$ 18,514,957
Pools	0.65%	144,648	144,648	144,433	144,433
CDs/Securities	1.04%	5,520,609	5,520,609	7,538,815	7,538,815
<b>Totals</b>		<b>\$ 23,639,073</b>	<b>\$ 23,639,073</b>	<b>\$ 26,198,205</b>	<b>\$ 26,198,205</b>

Current Quarter Average Yield (1)

Total Portfolio 0.67%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio 0.60%

Rolling Three Mo. Treas. Yield 0.60%

Rolling Six Mo. Treas. Yield 0.64%

Rolling Three Mo. Treas. Yield 0.52%

Rolling Six Mo. Treas. Yield 0.57%

Average Quarter End TexPool Yield 0.54%

Interest Income (unaudited)

This Quarter \$ 30,867

Fiscal Year to Date \$ 62,116

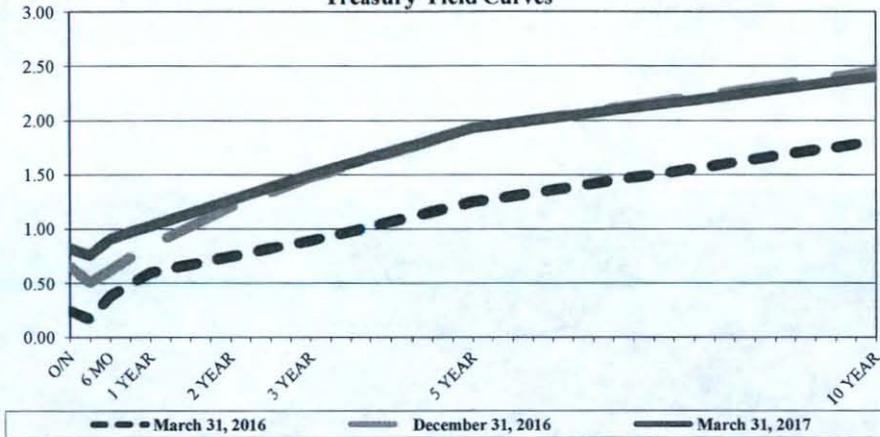
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

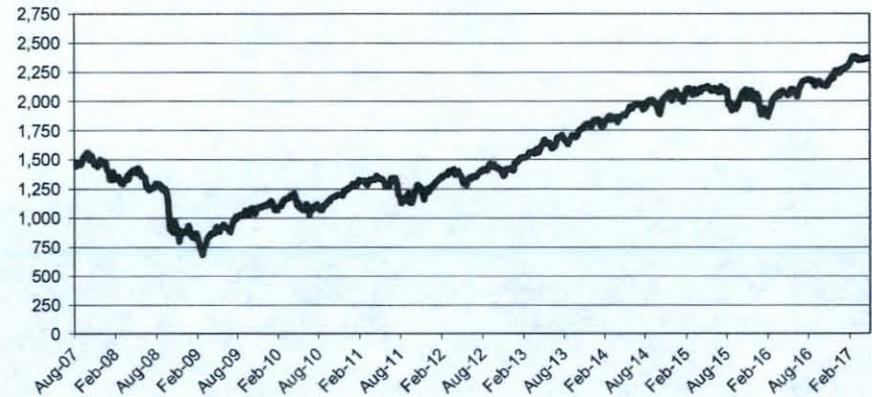
5-13

The Federal Open Market Committee (FOMC) raised the Fed Funds target range of 0.75% - 1.00% (actual Fed Funds are trading +/-90 bps). There are mixed anticipations for additional FOMC actions this year. Some look for another rise as early as the June FOMC meeting. Final revision 4th Quarter 2016 GDP increased to 2.1%. US data reflects continuing modest to moderate economic growth. The Stock Markets recorded new highs. Financial Institution deposits (MMAs and CDs) generally offer the best interest earnings opportunity.

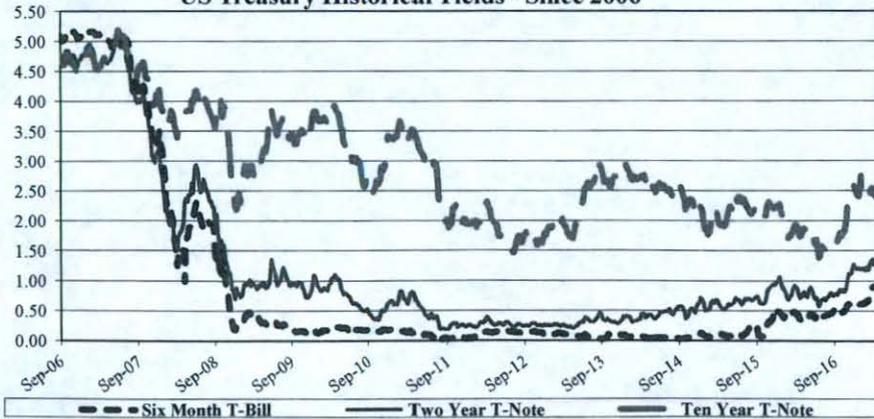
Treasury Yield Curves



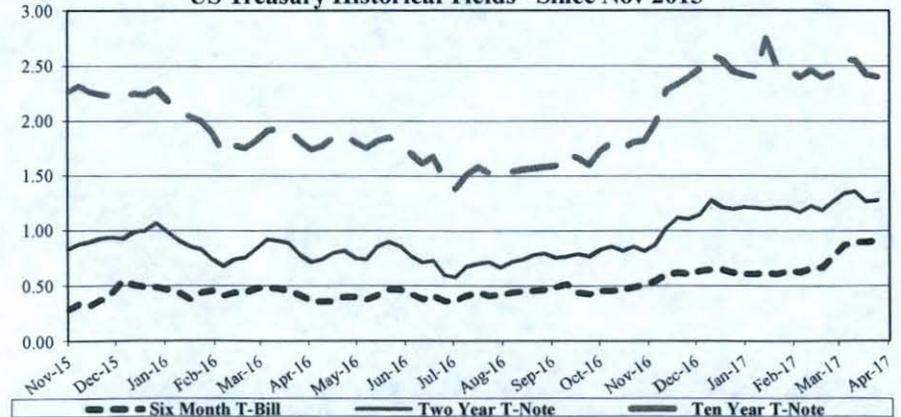
S&P 500



US Treasury Historical Yields - Since 2006



US Treasury Historical Yields - Since Nov 2015



h1-5

**Investment Holdings**  
**March 31, 2017**

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
IBC		0.51%	04/01/17	03/31/17	\$ 14,839,861	\$ 14,839,861	1.00	\$ 14,839,861	1	0.51%
LSNB		0.25%	04/01/17	03/31/17	97,196	97,196	1.00	97,196	1	0.25%
First Community Bank		0.45%	04/01/17	03/31/17	223,369	223,369	1.00	223,369	1	0.45%
Green Bank MMA		0.86%	04/01/17	03/31/17	1,812,364	1,812,364	1.00	1,812,364	1	0.86%
Southside Bank MMA		0.73%	04/01/17	03/31/17	1,001,025	1,001,025	1.00	1,001,025	1	0.73%
TexasDaily	AAAm	0.66%	04/01/17	03/31/17	114,809	114,809	1.00	114,809	1	0.66%
TexPool	AAAm	0.62%	04/01/17	03/31/17	29,839	29,839	1.00	29,839	1	0.62%
LegacyTexas Bank CD		0.90%	06/16/17	06/16/16	2,013,503	2,013,503	100.00	2,013,503	77	0.90%
LegacyTexas Bank CD		1.05%	02/07/18	02/07/17	2,001,611	2,001,611	100.00	2,001,611	313	1.05%
Texas Regional Bank CD		0.96%	02/12/18	02/12/16	505,494	505,494	100.00	505,494	318	0.96%
LegacyTexas Bank CD		1.35%	03/22/18	03/22/17	1,000,000	1,000,000	100.00	1,000,000	356	1.35%
					<b>\$ 23,639,073</b>	<b>\$ 23,639,073</b>		<b>\$ 23,639,073</b>	<b>56</b>	<b>0.67%</b>
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market balances are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(3) **IBC, FNB, FCB and SPB Yields Estimated.**

5-15

## Book Value Comparison

Description	Coupon/ Discount	Maturity Date	Settlement Date	December 31, 2016			March 31, 2017		
				Par Value	Book Value	Purchases/ Accruals	Sales/ Maturities	Par Value	Book Value
IBC	0.51%	04/01/17	03/31/17	\$ 16,688,292	\$ 16,688,292	\$ -	\$ (1,848,431)	\$ 14,839,861	\$ 14,839,861
LSNB	0.25%	04/01/17	03/31/17	93,950	93,950	3,247		97,196	97,196
First Community Bank	0.45%	04/01/17	03/31/17	223,122	223,122	248		223,369	223,369
Green Bank MMA	0.86%	04/01/17	03/31/17	1,509,594	1,509,594	302,770		1,812,364	1,812,364
Southside Bank MMA	0.73%	04/01/17	03/31/17	-	-	1,001,025		1,001,025	1,001,025
TexasDaily	0.66%	04/01/17	03/31/17	114,636	114,636	173		114,809	114,809
TexPool	0.62%	04/01/17	03/31/17	29,797	29,797	42		29,839	29,839
Texas Regional Bank CD	0.91%	02/01/17	08/12/15	1,012,782	1,012,782		(1,012,782)	-	-
LegacyTexas Bank CD	0.70%	02/16/17	08/16/16	3,007,025	3,007,025		(3,007,025)	-	-
LegacyTexas Bank CD	0.75%	03/22/17	03/22/16	1,005,665	1,005,665		(1,005,665)	-	-
LegacyTexas Bank CD	0.90%	06/16/17	06/16/16	2,009,042	2,009,042	4,462		2,013,503.36	2,013,503.36
LegacyTexas Bank CD	1.05%	02/07/18	02/07/17	-	-	2,001,611		2,001,610.96	2,001,610.96
Texas Regional Bank CD	0.96%	02/12/18	02/12/16	504,301	504,301	1,194		505,494.44	505,494.44
LegacyTexas Bank CD	1.35%	03/22/18	03/22/17	-	-	1,000,000		1,000,000.00	1,000,000.00
<b>TOTAL</b>				<b>\$ 26,198,205</b>	<b>\$ 26,198,205</b>	<b>\$ 4,314,771</b>	<b>\$ (6,873,903)</b>	<b>\$ 23,639,073</b>	<b>\$ 23,639,073</b>

## Market Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2016			Qtr-to-Qtr Change	March 31, 2017		
			Par Value	Market Price	Market Value		Par Value	Market Price	Market Value
IBC	0.51%	04/01/17	\$ 16,688,292	1.00	\$ 16,688,292	\$ (1,848,431)	14,839,861	1.00	14,839,861
LSNB	0.25%	04/01/17	93,950	1.00	93,950	3,247	97,196	1.00	97,196
First Community Bank	0.45%	04/01/17	223,122	1.00	223,122	248	223,369	1.00	223,369
Green Bank MMA	0.86%	04/01/17	1,509,594	1.00	1,509,594	302,770	1,812,364	1.00	1,812,364
Southside Bank MMA	0.73%	04/01/17	-		-	1,001,025	1,001,025	1.00	1,001,025
TexasDaily	0.66%	04/01/17	114,636	1.00	114,636	173	114,809	1.00	114,809
TexPool	0.62%	04/01/17	29,797	1.00	29,797	42	29,839	1.00	29,839
Texas Regional Bank CD	0.91%	02/01/17	1,012,782	100.00	1,012,782	(1,012,782)	-		-
LegacyTexas Bank CD	0.70%	02/16/17	3,007,025	100.00	3,007,025	(3,007,025)	-		-
LegacyTexas Bank CD	0.75%	03/22/17	1,005,665	100.00	1,005,665	(1,005,665)	-		-
LegacyTexas Bank CD	0.90%	06/16/17	2,009,042	100.00	2,009,042	4,462	2,013,503	100.00	2,013,503
LegacyTexas Bank CD	1.05%	02/07/18	-		-	2,001,611	2,001,611	100.00	2,001,611
Texas Regional Bank CD	0.96%	02/12/18	504,301	100.00	504,301	1,194	505,494	100.00	505,494
LegacyTexas Bank CD	1.35%	03/22/18	-		-	1,000,000	1,000,000	100.00	1,000,000
<b>TOTAL</b>			<b>\$ 26,198,205</b>		<b>\$ 26,198,205</b>	<b>\$ (2,559,132)</b>	<b>\$ 23,639,073</b>		<b>\$ 23,639,073</b>

**Fund Allocation**

**March 31, 2017**

<b>Book &amp; Market Value</b>	<b>Consolidated/ Operating</b>	<b>Payroll</b>	<b>Police Forfeiture</b>	<b>EDC</b>	<b>EDC Debt Reserve</b>	<b>2015 Tax Notes</b>	<b>2016 Tax Notes</b>	<b>Totals</b>
IBC	\$ 12,823,259	\$ 7,962	\$ 154,293	\$ 399,181	\$ 19,969	\$ 658,227	\$ 776,969	\$ 14,839,861
LSNB				97,196				97,196
First Community Bank	223,369							223,369
Green Bank MMA							1,812,364	1,812,364
Southside Bank MMA	1,001,025							1,001,025
TexasDaily	114,809							114,809
TexPool	7,461			22,378				29,839
06/16/17–LegacyTexas Bank CD	2,013,503							2,013,503
02/07/18–LegacyTexas Bank CD	2,001,611							2,001,611
02/12/18–Texas Regional Bank CD	505,494							505,494
03/12/18–LegacyTexas Bank CD	1,000,000							1,000,000
<b>Totals</b>	<b>\$ 19,690,533</b>	<b>\$ 7,962</b>	<b>\$ 154,293</b>	<b>\$ 518,755</b>	<b>\$ 19,969</b>	<b>\$ 658,227</b>	<b>\$ 2,589,333</b>	<b>\$ 23,639,073</b>

81-5

**Fund Allocation**

**December 31, 2016**

<b>Book &amp; Market Value</b>	<b>Consolidated/ Operating</b>	<b>Payroll</b>	<b>Police Forfeiture</b>	<b>EDC</b>	<b>EDC Debt Reserve</b>	<b>2015 Tax Notes</b>	<b>2016 Tax Notes</b>	<b>Totals</b>
IBC	\$ 16,096,130	\$ 5,995	\$ 167,425	\$ 398,792	\$ 19,950	\$ -	\$ -	\$ 16,688,292
LSNB				93,950				93,950
First Community Bank	223,122							223,122
Green Bank MMA						1,509,594		1,509,594
TexasDaily	114,636							114,636
TexPool	7,450			22,346				29,797
02/01/17-Texas Regional Bank CD	1,012,782							1,012,782
02/16/17-LegacyTexas Bank CD							3,007,025	3,007,025
03/22/17-LegacyTexas Bank CD	1,005,665							1,005,665
06/16/17-LegacyTexas Bank CD	2,009,042							2,009,042
02/12/18-Texas Regional Bank CD	504,301							504,301
<b>Totals</b>	<b>\$ 20,973,127</b>	<b>\$ 5,995</b>	<b>\$ 167,425</b>	<b>\$ 515,088</b>	<b>\$ 19,950</b>	<b>\$ 1,509,594</b>	<b>\$ 3,007,025</b>	<b>\$ 26,198,205</b>

61-5

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Anne Payne, Parks and Rec Manager

**DEPARTMENT:** Permit/Parks & Recreation

**ITEM**

Approve Resolution No. 2017-16 approving the temporary closure of Highway 100 for the Summer Longest Causeway and Fitness Walk on Saturday, June 3, 2017.

**ITEM BACKGROUND**

This is the third year for this Port Isabel Event and is scheduled for Saturday, June 3, 2017. The event starts at Schlitterbahn and ends at Port Isabel Event Center.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

5-20



**RESOLUTION NO. 2017-16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, APPROVING THE TEMPORARY CLOSURE OF HIGHWAY 100 FOR THE SUMMER LONGEST CAUSEWAY AND FITNESS WALK ON SATURDAY JUNE 3, 2017.**

**WHEREAS**, The Summer Longest Causeway Run and Fitness Walk, produced by Port Isabel Chamber of Commerce and;

**WHEREAS**, Summer Longest Causeway Run and Fitness Walk is expected to attract 2000 participants and their families to South Padre Island and;

**WHEREAS**, the implementation of the Summer Longest Causeway Run and Fitness Walk 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. 2017-16 supporting the temporary closure of Hwy. 100 on June 3, 2017 for this event and will provide traffic control for the temporary closure of Hwy.100 to provide safe travel for all participants.

**PASSED, APPROVED AND ADOPTED** on this the 3rd day of May, 2017.

**CITY OF SOUTH PADRE ISLAND, TEXAS**

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

**ATTEST:**

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



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Phone: (956) 943-2262  
Toll Free: 1-800-527-6102

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Fax: (956) 943-4001  
director@portisabel.org

Susan Hill  
City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, TX 78597

April 10, 2017

Dear Ms. Hill,

The Port Isabel Chamber of Commerce is once again seeking the support of the City of South Padre Island in our plans for the 3<sup>rd</sup> Annual Summer Longest Causeway Run & Fitness Walk, scheduled to be held on Saturday, June 3, 2017.

We are asking that the City support the event with a resolution approving the closure of one eastbound lane of the Queen Isabella Memorial Bridge during the morning of the event. The City of Port Isabel will adopt a similar resolution.

I have attached a copy of the route map and will be happy to provide any additional information you might need. There are no major changes for the 2017 event.

We have always appreciated the support both cities have provided for this event in the past. In 2016, the event attracted almost 1700 participants. We are looking forward to a large turnout again with the 3<sup>rd</sup>. Please feel free to contact me if you have any questions.

Sincerely,

  
Betty Wells  
President

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

**MEETING DATE:** May 3, 2017  
**NAME & TITLE:** Doug Fowler, Fire Chief  
**DEPARTMENT:** Fire Department

**ITEM**

Approve budget amendment in the amount of \$625 to allocate grant funds for training from Texas Intrastate Fire Mutual Aid System (TIFMAS).

**ITEM BACKGROUND**

The TIFMAS Grant Assistance Program was launched in 2010 as a result of Senate Bill 1011 of the 81<sup>st</sup> Texas State Legislature. TIFMAS is an acronym for Texas Intrastate Fire Mutual Aid system. The program provides reimbursement grants to career fire departments and combination department assistance programs (HB 2604 Program)

Training tuition grants will reimburse 100 % of the cost of tuition for eligible courses, not to exceed \$87 per day per trainee, not to exceed \$ 160 per trainee, and not to exceed \$6100 per school. The annual maximum cap per department is \$12,000

**BUDGET/FINANCIAL SUMMARY**

Increase line item 01-46068 (Grant Revenue) by \$625.00  
Increase line item 01-522-0513 (training) by \$625.00

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**



**TEXAS A&M**  
**FOREST SERVICE**

5.4191

April 13, 2017

Case #516

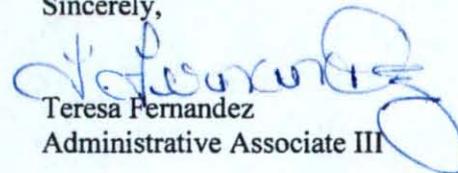
City of South Padre Island  
South Padre Island FD  
4601 Padre Blvd  
South Padre Island TX 78597-73

Dear Chief:

Enclosed is a **reimbursement check from the TIFMAS GRANT ASSISTANCE PROGRAM** in the amount of **\$625.00** for cost-share assistance on the acquisition of **Training Tuition – Basic Fire Suppression (1 trainee)** cost shared by the Texas Forest Service for the **South Padre Island FD.**

Please call if you have questions or need further assistance.

Sincerely,



Teresa Fernandez  
Administrative Associate III

/tef  
Attachments

---

Texas A&M Forest Service – Capacity Building Department  
2127 S 1<sup>st</sup> St Lufkin Texas 75901  
TEL 936/639-8130 H FAX 936/639-8138  
<http://txforestservicetamu.edu>

5-24

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

**MEETING DATE:** May 5, 2017

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

**DEPARTMENT:** Public Works

**ITEM**

Approve Change Order No. 1 for the Morningside Road Drainage Improvements project in the amount of \$2,958.

**ITEM BACKGROUND**

This project was approved on March 1, 2017 and construction has commenced. During construction it was observed that this area would have continuous erosion problems caused by traffic. Adding a concrete valley gutter to direct stormwater to the inlets and placing concrete around the inlets will prevent erosion.

**BUDGET/FINANCIAL SUMMARY**

Original Contract:	\$62,496.00
This Change Order:	\$ 2,958.00
Revised Contract Amount:	\$65,454.00

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Recommend approval of Change Order No. 1

5-25



**G & T PAVING, LLC**  
 SITE WORK  
 UTILITIES & PAVING  
 BROWNSVILLE, TEXAS 78523



(956) 546-3633  
 FAX: (956) 546-5333  
 E-mail: gpavingco@gmail.com

**Revised CO#1**

DATE 04/25/17

TO: Mejia & Rose , Incorporated

Ref: Morningside Road Drainage Improvements  
 South Padre Island TX

Attn: James Rose  
[jrose@cngmail.com](mailto:jrose@cngmail.com)

NO	DESCRIPTION	QTY	UNT	PRICE	AMOUNT
----	-------------	-----	-----	-------	--------

*We propose the following as per your request:*

ITEM DESCRIPTION	QTY	unit	U.P.	TOTAL
1 Valley Gutter to Inlet	240.00	SF	\$ 8.50	\$ 2,040.00
2 RipRap at Inlets	108.00	SF	\$ 8.50	\$ 918.00

<b>SUB TOTAL</b>	<b>\$ 2,958.00</b>
<b>TAX 8.25%</b>	
<b>TOTAL</b>	<b>\$ 2,958.00</b>

Above line items are subject to all applicable taxes. All invoices payable in Cameron County.  
 G & T Paving will furnish all materials, labor and equipment necessary to install the items shown above  
 according to standards in plans and specifications. Any deviation or changes will require written change order.

/S/ ROBERT GONZALES  
 Robert Gonzales, Project Superintendent

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

5-26

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline Management

**ITEM**

Approve second and final reading of Ordinance No. 17-02 amending Sec. 22-4 Dune Protection Line to provide dune protection line to the property at Lot 1, Block 1, Padre Island Inn Subdivision (also known as the "Ocean Tower" property).

**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. 17-02**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING SECTION 22-4 DUNE PROTECTION LINE OF CHAPTER 22 DUNE PROTECTION, BEACH RENOURISHMENT, AND ACCESS PLAN IMPLEMENTING PROVISIONS OF THE CODE OF ORDINANCES TO PROVIDE DUNE PROTECTION LINE TO THE PROPERTY AT LOT 1, BLOCK 1, PADRE ISLAND INN SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; PROVIDING FOR SEVERABILITY; AND AUTHORIZING PUBLICATION IN CAPTION FORM.**

**WHEREAS**, the City of South Padre Island has heretofore adopted Chapter 22 (Dune Protection, Beach Renourishment, and Access Plan Implementing Provisions) of the Code of Ordinances;

**WHEREAS**, the City Council finds that the Section 22-4 of Chapter 22 Code of Ordinance needs to be further refined to provide consistent development activities; and

**WHEREAS**, it is the City Council's intent to protect public health, safety and welfare by defining and clarifying dune protection line in the Section 22-4.

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

**Section 1.** Section 22-4 is restated in its entirety to read as follows:

Sec. 22-4. DUNE PROTECTION LINE.

A. The City Council does hereby establish a Dune Protection Line. Such line shall be the East right-of-way line of Gulf Boulevard and a line extended therefrom to the North property line of Lot 20 of Padre Beach Estates and to the south boundaries of the City's Corporate Limits, or 1000 feet from Mean High Tide whichever is lesser. In the area of the SHORES Subdivision, the Dune Protection Line is designated as the east right-of-way of Texas State Park Road 100 or 1000 feet from Mean High Tide, whichever is lesser. The Dune Protection Line is applicable to all areas within the corporate municipal limits of the City and no area seaward of the Dune Protection Line within the City is exempt from this Chapter.

B. A portion of the Dune Protection Line is also depicted on the Historic Building Line Map dated March 1981, which Map is also the same Map furnished to the City by the Office of the Texas Attorney General and is on file with the Public Works Department of the City of South Padre Island, Texas. The map shows the East Right-of-way line of Gulf Boulevard as that line is extended to both the North and South boundaries of

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the City. The East Right-of-Way line of Gulf Boulevard is tied to specific monuments on Gulf Boulevard and the existing monuments are referenced to the Texas State Plan Coordinate System.

C. For Lot 1, Block 1, Padre Island Inn Subdivision, the Building Line shall be the currently existing Shores Building Line as established by The SHORES Subdivision in conjunction with the GLO and the U.S. Army Corps of Engineers, and such line shall be a linear extension of the existing, established Shores Building Line, and such line shall extend north and south the extent of the property boundaries.

ED. The Dune Protection Line is a “moving” line changing with shoreline changes, and subject to modification. The Dune Protection Line shall be reviewed at least every five (5) years to determine if the line is adequately located to achieve the purpose of preserving critical dune areas. In addition to the five-year review, the City will review the adequacy of the Line within Ninety (90) days after a Tropical Storm or hurricane affects the beach within the City limits.

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

**Section 3.** Any violation of the above mentioned section of Chapter 22 of the Code of Ordinances of the City of South Padre Island may be punished by a fine not to exceed five Hundred Dollars (\$500.00) for each offense of for each day such offense shall continue and the penalty provisions of Sections of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

**Section 6.** This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the 19th day of April 2017.

PASSED, APPROVED AND ADOPTED on Second Reading, the 3rd day of May 2017.

ATTEST:

CITY OF SOUTH PADRE ISLAND,  
TEXAS

\_\_\_\_\_  
SUSAN HILL, CITY SECRETARY

\_\_\_\_\_  
BHARAT R. PATEL, MAYOR

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Alita Bagley, Council Member

**DEPARTMENT:** City Council

**ITEM**

Approve excused absence request for Council Member Alita Bagley from the May 17, 2017 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**

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

**MEETING DATE:** May 3, 2017  
**NAME & TITLE:** Brandon N. Hill, Director  
**DEPARTMENT:** Shoreline Department

**ITEM**

Presentation from Doug Schnoebelen, Chief of South Texas Program Office of the U.S. Geological Survey (USGS) regarding collaboration of research projects related to the beach that could be beneficial by both the City and USGS.

**ITEM BACKGROUND**

Created by an act of Congress in 1879, the U.S. Geological Survey (USGS) has evolved over the ensuing 125 years, matching its talent and knowledge to the progress of science and technology. The USGS is the sole science agency for the Department of the Interior. It is sought out by thousands of partners and customers for its natural science expertise and its vast earth and biological data holdings.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

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

**MEETING DATE:** May 3, 2017  
**NAME & TITLE:** Susan Guthrie, City Manager  
**DEPARTMENT:** City Manager's Office

**ITEM**

Update and discussion on Venue Tax Projects.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Susan Guthrie, City Manager

**DEPARTMENT:** City Manager's Office

**ITEM**

Update and discussion update on Spring Break:

- a. Proposed Spring Break/Mass Gathering Ordinance
- b. Short-term Rentals/Neighborhood Issues
- c. Transit Pilot

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

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

**MEETING DATE:** May 3, 2017

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

**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to approve an ordinance amending Section 4-27 of the Code of Ordinances prohibiting barbed wire fencing.

**ITEM BACKGROUND**

Staff has received complaints regarding barbed wire fencing being installed in residential neighborhoods. In looking at other cities ordinances, barbed wire is a mostly prohibited material because it can cause significant bodily injury to persons and animals.

**BUDGET/FINANCIAL SUMMARY**

No budgetary impact.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve ordinance on first reading.

**ORDINANCE 17-03**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND AMENDING SECTION 4-27 STANDARDS FOR CONSTRUCTION OF CHAPTER 4 BUILDINGS AND CONSTRUCTION BY ADDING TO SECTION 4-27(Z) REGARDING FENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS (\$500) FOR ANY VIOLATIONS; AND AUTHORIZING PUBLICATION IN CAPTION FORM**

**WHEREAS**, the City of South Padre Island has heretofore adopted Chapter 4 (Buildings and Construction) of the Code of Ordinances; and

**WHEREAS**, the City Council finds that the construction standards for fences needs to be amended; and

**WHEREAS**, it is the City Council's intent to protect the public health, safety and welfare by amending Section 4-27 (Z).

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

Section 1. Section 4-27 (Z) is hereby amended to read as follows:

Section 4-27

(Z) Chain link fences **and barbed wire** are prohibited. Vinyl-coated fences may be allowed temporarily for construction sites only. Vinyl-coated chain link fences may be allowed around tennis and basketball courts.

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

Section 3. Any violation of the above mentioned section of Chapter 4 of the Code of Ordinances of the City of South Padre Island may be punished by a fine not to exceed five hundred dollars (\$500) for each offense and for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

Section 5. This ordinance shall become effective when published in caption form.

**PASSED, APPROVED AND ADOPTED on First Reading, the 3rd day of May, 2017.**

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**PASSED, APPROVED AND ADOPTED on Second Reading, the 17th day of May, 2017.**

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

**ATTEST:**

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

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** J. Victor Baldovinos, Environmental Health Director

**DEPARTMENT:** Environmental Health Services

**ITEM**

Discussion and action on first reading of Ordinance No. 17-04 amending Chapter 10, Article II, Food Services to comply with the new changes to the Texas Food Establishment Rules.

**ITEM BACKGROUND**

In the 2015 Legislation, The Texas Department of State Health Services made many changes to the Texas Food Establishment Rules (TFER). The rules in this chapter are based in part upon Code of Federal Regulations, Title 2, Food and Drugs, Parts 1 – 1499 and implement Health and Safety Code, Chapter 437, Regulation of Food Service Establishments, Retail Food Stores, Mobile Food Units, and Roadside Vendors. The Environmental Health Services Department (EHSD) takes pride in safeguarding public health and providing to consumers food that is safe, unadulterated and honestly presented.

EHSD is enrolled in the “Voluntary National Retail Food Regulatory Program Standards” (Retail Program Standards) as part of a national effort to achieve uniformity among regulatory programs responsible for retail food protection in the United States. FDA is responsible for assisting agencies at the state, tribal, and local levels who are enrolled in the Retail Program Standards. The Association of Food and Drug Officials (AFDO) has partnered with FDA to distribute funds for the completion of projects and training to enhance conformance with the Retail Program Standards. Standard 1 in the Retail Program Standards applies to the regulatory foundation used by a retail food program, which includes any statute, regulation, rule, ordinance, or other prevailing set of regulatory requirements that governs the operation of a retail food establishment. By updating Chapter 10, Article II, Food Services, EHSD will complete Standard 1.

**BUDGET/FINANCIAL SUMMARY**

An FDA Grant for \$3,000 was awarded to EHSD to complete Standard 1. The funds will be used for software to improve the efficiency of Health Inspections.

**COMPREHENSIVE PLAN GOAL**

7.18 Support ordinances, events and policies that enhance the Island's economic development potential

6.I Continue to provide adequate services

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval to comply with FDA grant requirements and Retail Program Standards, Standard 1.

ORDINANCE NUMBER 17 - \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE SOUTH PADRE ISLAND, TEXAS, UPDATING CHAPTER 10, AMENDING SEC. 10-10; AMENDING SEC. 10-11.1; AMENDING SEC. 10-12.4; AMENDING SEC. 10-13; REPEALING SEC. 10-18; AMENDING SEC. 10-23; AMENDING SEC. 10-25; AMENDING SEC. 10-31; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF TWO THOUSAND DOLLARS (\$2000.00) FOR ANY VIOLATION; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.**

**Whereas**, tourists from all over the world visit the City of South Padre Island;

**Whereas**, to promote health and safety and benefit the City's economy;

**Whereas**, the City of South Padre Island deems it appropriate to update Chapter 10 for regulation in order to protect the health, safety and welfare of the citizens.

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

SECTION 1. Article II of Chapter 10 of the Code of Ordinances of the City of South Padre Island pertaining to Health and Sanitation is hereby amended to update the following:

**Sec.10-10 Adoption of Texas Food Establishment Rules**

The definitions; the inspection of food service establishments; the issuance, suspension and revocation of permits to operate food service establishments; the prohibiting of the sale of unsound or mislabeled food or drink; and the enforcement of this ordinance shall be regulated in accordance with adoption by reference the provisions of the current rules or rules as amended by **The Executive Commissioner of the Health and Human Services Commission** ~~Texas Department of State Health Services~~ found in 25 Texas Administrative Code, Chapter **228, Subchapters A – J, as amended, 229, Sections 161 through 171 and 173 through 175 regarding the regulation of food establishments in The City of South Padre Island. Provided, that "regulatory authority" shall be understood to refer to the City of South Padre Island and its duly designated officials(s) who may be carrying out the duties provided for herein.**

**Sec.10-11 Violations of the Rules on Food Service Sanitation**

Violations of the Rules on Food Service Sanitation are subject to the penalties and remedies provided for herein.

**Sec.10-11.1 Definitions**

The words "authorized agent or employee" mean the employees of the regulatory authority.

The words "food establishment" mean a food service establishment, a retail food store, a temporary food establishment, a mobile food unit, and/or a roadside food vendor.

The words "food service establishment" shall mean any place where food is prepared and intended for individual portion service or any site at which individual portions of food are provided, including any retail food store, bars, night clubs, saloon, cantinas, taverns, pubs, bakeries, schools, day cares, continental breakfast (hotel/motel), catering establishment, commissary, delicatessen-type operation that prepares sandwiches intended for individual portions, group residence, bed and breakfast, or any operation that is conducted from a mobile food unit. The term applied regardless of whether there is a charge for the food. The term does not include private homes where food is prepared or served for individual family consumption, the location of food vending machines and supply vehicles.

The words "municipality of the City of South Padre Island" in this ordinance shall be understood to refer to the City of South Padre Island.

The words "regulatory authority" means the City of South Padre Island. (~~Health Department~~  
Environmental Health Director)

The words "state rules" mean the state rules found at 25 Texas Administrative Code, Chapter 228 ~~229~~, Sections 161 through 171 and 173 through 175. These rules are also known as the Texas Food Establishment Rules.

The words "temporary food service" shall mean any food-service establishment that operates at a fixed location ~~for a period of time of not more than 21 consecutive days in conjunction~~ with a single event or celebration. Each physically separated stand or booth shall constitute a temporary food service establishment that requires a separate permit under this article. Provided, however, in any instance in which all operations within a stand or booth are not under the supervision and control of the same person, then a separate permit shall be required for each person who controls any portion of the activities within the stand or booth. For the purpose of this definition, an 'event' or 'celebration' shall mean a gathering of persons at a festival, bazaar, carnival, circus, public exhibition or sporting event.

### **Sec.10-12 Permits and Exemptions**

(A) A person may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferable from one person to another or from one location to another location, except as otherwise permitted by this ordinance. A valid permit must be posted in or on every food establishment regulated by this ordinance.

(B) A food establishment operated solely by a nonprofit organization is exempt from the permitting requirements of this ordinance, but is not exempt from compliance with state rules. The regulatory authority may require any information necessary to determine whether an organization is nonprofit for purposes of this exemption.

#### **Sec.10-12.1 Certified Food Manager's required.**

It shall be unlawful for any owner or operator of a permanent food establishment or food processing plant, during all hours of operation, to fail to have at least one person on the premises in charge of the operation that has a valid food protection manager's certification. This requirement shall not apply to retail food stores where only pre-packaged foods are sold, food vending machines, temporary food establishment(s) or religious/charitable organizations bake sales. Day Cares are exempt from this requirement.

**Sec.10-12.2 Issuance**

Certified Food Manager's Certification must be obtained by passing a certified food managers examination approved by the Texas Department of State Health Services.

**Sec. 10-12.3 Required training.**

It shall be unlawful for any employees of a permanent food establishment to begin work without first having completed a minimum of two (2) hours of food sanitation training as approved by the local Health Director. Two (2) hours of re-training shall be required every two (2) years to ensure employee performance of their duties in accordance with food service sanitation ordinance, rules and regulations.

**Sec. 10-12.4 Posting**

Posting: Each food protection manager certification and food handler's food handling certification shall be at all times kept posted in a location inside the food establishment that is conspicuous to consumers and each food handler's certification shall be at all times kept posted, filed or otherwise readily available for viewing by the City's health authority or designated representative. Furthermore, the permit holder is required to post inspection report or notify customers that a copy of the most recent establishment inspection report is available upon request by posting a sign or placard in a location in the food establishment that is conspicuous to customers or by another method acceptable to the regulatory authority.

**Sec.10-13 Issuance of Permit, License, or Certificate.**

A. Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the applicable fee and the signature of each applicant. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

B. Prior to approval of an application for a permit, license, or certificate the regulatory authority shall inspect the proposed food service establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.

C. The regulatory authority shall issue a permit, license, or certificate to the applicant if its inspection reveals that the proposed food service establishment complies with the requirements of these rules, which license shall expire one year from its date, or upon transfer of ownership or change in management. A fee of \$100.00 shall be charged for each permit.

D. The following fee schedule, which the City Council may change by resolution, applies to permits issued under this ordinance:

• Permanent Permit Fees are as follows:

Permanent Establishment Permit, -----see Sec .2-75  
Permanent Establishment Re-inspections -----see Sec .2-75

• Temporary Permit Fees are as follows:

Temporary Permit, (City Sponsored Events and nonprofit) -----see Sec .2-75 \$00.00  
Temporary Permit, (One function, up to three consecutive days) -----see Sec .2-75 \$25.00

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Temporary Permit, (Can be used up to six times within calendar year)----- see Sec .2-75 ~~\$50.00~~  
Temporary Permit, (Can be used unlimited times within a calendar year)--- see Sec .2-75 ~~\$100.00~~

### **Sec. 10-13.1 Review of Plans**

A. Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. Extensive remodeling means that 20% or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications must be approved by the regulatory authority if they meet the requirements of the rules adopted by this ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.

B. Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

### **Sec.10-14 Suspension of Permit, License, or Certificate.**

(A) The regulatory authority may, without warning, notice, or hearing suspend any permit, license, or certificate to operate a food service establishment if the holder of the permit, license, or certificate does not comply with the requirements of these rules, or if the operation of the establishment does not comply with the requirements of these rules, or if the operation of the food service establishment otherwise constitutes a substantial hazard to public health. Suspension is effective upon service of the notice required by Paragraph (B) of this section. When a permit, license, or certificate is suspended, food service operations shall immediately cease. Whenever a permit, license, or certificate is suspended, the holder of the permit, license or certificate shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.

(B) Whenever a permit, license, or certificate is suspended, the holder of the permit, license, or certificate, or the person in charge shall be notified in writing that the permit, license, or certificate is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or certificate within ten (10) days. If no written request for hearing is filed within ten (10) days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

(C) Whenever a business closes for remodeling, an inspection by the regulatory authority is necessary before re-opening.

### **Sec.10-15 Revocation of Permit, License, or Certificate.**

The regulatory authority may, after providing opportunity for a hearing, revoke a permit, license, or certificate for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit, license, or certificate, or the person in charge, in writing of the reason for which the permit, license, or certificate is subject to revocation and that the permit, license, or certificate shall be revoked at the end of the ten (10) days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or

certificate within such ten (10) days' period. If no request for hearing is filed within the ten days' (10) period, the revocation of the permit, license, or certificate becomes final.

### **Sec.10-16 Service of Notices**

A notice provided for in these rules is properly served when it is delivered to the holder of the permit, license, or certificate, or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit, license, or certificate. A copy of the notice shall be filed in the records of the regulatory authority.

### **Sec.10-17 Hearings.**

The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the evidence at such hearing, the regulatory authority shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit, license, or certificate by the regulatory authority.

### **Sec. 10-18 Board of Appeals was repealed.**

#### ~~Sec.10-18 Board of Appeals.~~

~~(A) There is hereby established a board to be called the Food Services Board of Appeals (hereinafter called Board) which will consist of five regular members and four alternate members, which Board shall be appointed by the City Council of the City.~~

~~(B) Each member of the Food Services Board shall be appointed for a term of two years except that the initial Board shall have two of its regular members appointed for one year and two of the alternate members appointed for one year. All Board members' term of office shall be considered to commence as of May 1st and terminate as of April 30th of the year appropriate for their term of office. Vacancies shall be filled for an unexpired term for the particular Board member. Each member shall continue to serve until his successor is appointed. The City Council may remove any Board member at its discretion.~~

~~(C) Any four members of the Board shall constitute a Quorum for the purpose of conducting business. In varying the application of any provision of this Article or in modifying an order of the Health Inspector, the concurring votes of the majority present, but not less than three members, shall be required. A Board member shall not participate in nor vote in a case in which he has a personal interest.~~

~~(D) The Board shall make a record of all of its proceedings which shall set forth in writing the reasons for their decisions, the votes of each member participating therein, the absence of a member and any failure of a member to vote.~~

~~(E) The Board shall establish rules and regulations for its own procedure consistent with the provisions of this Code. The Board shall meet to hear appeals within the time requirements for appeals required by this Article. The Board shall also meet when required by the Health Inspector of the City and may meet at such regular intervals that it may choose.~~

~~(F) The Food Services Board of Appeals decision shall be final in any matter pertaining to this Article and any appeals from the Board's final decision shall be to a Court of competent jurisdiction.~~

### Sec.10-19 Application after Revocation.

Whenever a revocation of a permit, license, or certificate has become final, the holder of the revoked permit, license, or certificate may make written application for a new permit, license, or certificate.

### Sec.10-20 Inspection Frequency.

An inspection of a food service establishment may be performed at least once every six months. Additional inspections of the food service establishment may be performed as often as are necessary for the enforcement of these rules.

### Sec.10-21 Access.

Agents of the regulatory authority, after proper identification, shall be permitted to enter any food service establishment at any reasonable time, for the purposes of making inspections to determine compliance with these rules. The agents shall be permitted to examine the records of the establishments to obtain information pertaining to food and supplies purchased, received, or used, or to persons employed.

### Sec.10-22 Report of Inspections.

Whenever an inspection of a food service establishment or commissary is made, the findings shall be recorded on an inspection report form. The inspection report form shall summarize the requirements of these rules and shall set forth a weighted point value for each requirement. Inspectional remarks shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public disclosure to any person who requests it according to law.

### Sec.10-23 Correction of Violations.

(A) The inspection report form shall specify a reasonable period of time for the correction of the violations found, and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

- (1) If an imminent health hazard exists, such as a lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the regulatory authority.
- (2) All 1-point weighted items shall be corrected within 90 days or until the next inspection, whichever comes first.
- ~~(2)~~(3) All violations of ~~3~~ 2- point weighted items shall be corrected as soon as possible, but in any event, within ten (10) days following inspection. ~~Within fifteen (15) days after the inspection.~~ The holder of the permit, license, or certificate shall submit a written report to the regulatory authority stating that the ~~3~~ 2- point violations have been corrected. ~~A follow-up inspection shall be conducted to confirm correction.~~
- ~~(3)~~(4) All ~~4 point or 5 point~~ 3 point weighted items require immediate corrective action not ~~less than 48 hours~~ to exceed 3 days. One or more reinspections ~~may~~ will be conducted at reasonable time intervals to assure correction.

- (4)(5) When rating score of the establishment is less than 70, the establishment shall immediately cease doing business or serving the public-and may not re-open without approval of the Health authority.
  - (5)(6) In the case of temporary food service establishments, all violations shall be corrected immediately. If violations are not corrected, the establishment shall immediately cease food service operations until authorized to resume by the regulatory authority or his designee.
- (B) The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of food service operations. An opportunity for appeal from the inspection findings and time limitations will be provided if a written request for a hearing is filed with the regulatory authority within ten (10) days following cessation of operations. If a request for a hearing is received, a hearing shall be held within 20 days of receipt of that request.
- (C) Whenever a food service establishment is required under the provisions of this rule to cease operations, it shall not resume operations until such time as a reinspection determines that conditions responsible for the requirement to cease operations no longer exist. Opportunity for reinspection shall be offered within a reasonable time.

#### **Sec. 10-24 Inspection Report Form.**

An inspection report form based on the requirements of these rules shall be available at all times.

#### **Sec.10-25 Food may be examined or sampled by the regulatory authority as often as necessary for enforcement of these rules.**

The regulatory authority may, upon written notice to the owner or person in charge specifying with particularity the reasons therefor, place a hold order on any food which it believes is in violation of ~~Subsection (a) of rule .003~~ 228.255 of the Texas Food Establishment Rules or any other provisions of said rules. The regulatory authority shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed within ~~ten (10)~~ three (3) days and that if no hearing is requested the food shall be destroyed. A hearing shall be held so requested, and on the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of the rules.

#### **Sec.10-26 Submission of Plans.**

See Sec. 10-13.1

#### **Sec.10-27 Pre-operations Inspection.**

Whenever plans and specifications are required to be submitted to the regulatory authority, the regulatory authority shall inspect the food service establishment prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements of these rules.

#### **Sec.10-28 Procedure When Infection is Suspected.**

When the regulatory authority has reasonable cause to suspect the possibility of disease transmission from any food service establishment employee, it may secure morbidity history of the suspected employee or make any other investigation as may be indicated and shall take appropriate action. The regulatory authority may require any or all of the following measures:

- (A) The immediate exclusion of the employee from all food service establishments;
- (B) The immediate closing of the food service establishment concerned until, in the opinion of the regulatory authority, no further danger of disease outbreak exists;
- (C) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;
- (D) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

**Sec. 10-29 Penalties.**

Any person who violates a provision of these rules, any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules, and any responsible officer of that permit holder or those persons shall be fined as provided by Sec. 21-2 of the Code or Ordinances.

**Sec.10-30 Injunctions.**

The regulatory authority may seek to enjoin violations of these rules.

**Sec.10-31 MOBILE FOOD UNITS.**

(A) In this section:

(1) PERMIT HOLDER means the person to whom the health authority issues a permit for a mobile food unit permit required by Chapter 10 of the Code of Ordinances.

(2) MOBILE FOOD UNIT (MFU) has the meaning established in Title 25, Part 1, Chapter ~~228~~ 288, Subchapter A (*Definitions*) of the Texas Administrative Code and shall also mean a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to catering trucks and trailers) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A Mobile Food Unit does not include a stand or a booth.

(3) Push carts and roadside food vendor are strictly prohibited.

(B) All mobile food units shall comply with all applicable laws, including the requirements of this article, except as otherwise provided in this section. The Environmental Health Director or designee may impose additional requirements to protect against health hazards related to the conduct of mobile food units and may prohibit the sale of potentially hazardous foods. The provisions of this section shall be enforceable by the Environmental Health Director or designee.

(C) Mobile Food Unit and Permit Requirements.

- (1) Designated Areas. The designated areas for mobile food units are District zoned "EDC" ("Entertainment District Core"), and "BF" ("Bay Front").
- (2) No more than Six (6) mobile food unit permits may be issued per month on the Island.
- (3) Applicant must be supported locally and have the signature of an owner or designee of a licensed, free-standing food unit on South Padre Island before being eligible for a permit. Limit one local owner's (or designee's) signature per applicant.
- (4) Permit fees are as follows:
  - (a) September through February a monthly fee of \$100 shall be charged.
  - (b) March through August a monthly fee of \$500 shall be charged.

(D) The City Manager or City Council may authorize additional "Designated Areas" with additional Mobile Food Establishments as needed.

(E) A mobile food unit:

- (1) Must obtain a health permit by the Health Director.
- (2) Must demonstrate mobility of the mobile food unit at any time, if requested by the Environmental Health Director or designee.
- (3) Must provide hand washing facilities within the mobile food truck (i.e. an insulated container with a spigot that can be turned on to allow potable, clean, free flowing warm water; a wastewater container); soap; disposable towels; and a waste receptacle.
- (4) Must show evidence that restrooms and hand washing will be provided for patrons as necessary.
- (5) Must have a current Texas Department of Motor Vehicle Registration Sticker.
- (6) Must provide single-service articles, which are biodegradable or recycled products, for use by the consumers.
- (7) All mobile food units may participate in South Padre Island special events.

(F) The permit holder of a mobile food unit:

- (1) Must comply with all requirements of Chapter 10 of the Code of Ordinances.
- (2) Must apply to the Environmental Health Services Department prior to selling anything.
  - a. A mobile food establishment permit is valid for 30 days.
- (3) Must submit proof of Sales and Use Tax Permit issued by the State of Texas. If the permit allows multiple locations, then you must provide evidence of being a "list filer" and show proof that the City of South Padre Island is included on that list.

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- (4) Must display, at all times, the Health Permit in a conspicuous place where it can be easily read by the general public on the mobile food unit.
  - (5) Shall keep the area around the mobile food establishment clear of litter and debris at all times.
  - (6) Shall have adequate and approved garbage and refuse storage facilities for the operator's use and shall have garbage and refuse storage facilities immediately adjacent to the exterior of the mobile food establishments that are insect and rodent-proof for use by consumers. All garbage, refuse and garbage containers must be removed by the Mobile Food Unit upon departure.
  - (7) Shall obtain a permit from the Fire Department for the use of Liquid Propane gas equipment for each mobile food establishment and shall make the permit available for inspection upon the request of the Fire Chief or designees or the Environmental Health Director or designee, if liquid propane is utilized by the Mobile Food Unit.
- (G) A mobile food unit may use a barbecue pit when:
- (1) Must be enclosed in a trailer or the mobile food unit.
  - (2) The barbecue pit is used only for cooking. Processing, portioning, preparation, or assembly of food must be conducted from inside the mobile food establishment.
  - (3) A hand-washing system as defined in the Texas Food Establishment Rules, is provided adjacent to the barbecue pit.
  - (4) Food from a barbecue pit must be protected from the elements at all times.  
Including but not limited to airborne debris, flying insects, birds, and bird droppings.
- (H) A mobile food unit is limited to signs as required by Chapter 15. The signs must be secured and mounted flat against the mobile food unit, and may not project more than six inches from the exterior of the mobile food unit.
- (I) A permanent water or wastewater connection is prohibited.
- (1) All water used in the mobile food unit must be from an approved public water system. A mobile food unit may also use commercially bottled water.
  - (2) The materials that are used in the construction of a mobile food unit's water tank and accessories shall be safe, durable, corrosion resistant, nonabsorbent, and finished to have a smooth and easily cleanable surface.
  - (3) A wastewater holding tank in a mobile food unit shall be sized 15% larger in capacity than the water supply tank and sloped to a drain that is 1 inch in inner diameter or greater and equipped with a shut off valve.
  - (4) Mobile Food Unit tank inlet.  
A Mobile Food Unit's water tank inlet shall be:  
~~(A)~~(a) 19.1mm (3/4 inch) in inner diameter or less and  
~~(B)~~(b) Provided with a hose connection of a size or type that will prevent its use for any other service.

~~(C)~~(c) Fill hose and water holding tank shall be labeled as "Potable Water."

(J) Electrical service may be provided by:

- (1) Temporary service;
- (2) An onboard generator with the making of noise not to exceed (75) decibels; or
- (3) Solar panels.

(K) A mobile food unit's construction:

- (1) Exterior shall be of weather-resistant materials and shall comply with all applicable laws.
- (2) Interior shall be constructed of smooth, durable, easily cleanable surfaces.  
The mobile food unit shall be completely enclosed. No open truck beds; windows shall be screened or kept closed.
- (3) The surface of the servicing area shall be constructed of a smooth nonabsorbent material, such as concrete or machine-laid asphalt and shall be maintained in good repair and kept clean.

(L) Appointments for Mobile Food Unit inspections may be made by contacting the Environmental Health Department at (956) 761-8123, Monday – Friday, 8am – 5pm, excluding holidays.

(M) All permit holders shall comply with this section. A violation of this section shall be fined as provided by Sec. 21-2 of the Code of Ordinances.

**Sec. 10-31.1** The Food Truck Planning Committee will meet as necessary, to evaluate the program's effectiveness and will take their recommendations to City Council no later than April 17, 2017.

**Sec.10-32 FOOD TRAILERS.**

Notwithstanding the requirement of mobility, a food trailer which is transported by a vehicle and then detached is permitted so long as both the permit holder and the trailer meet all the other conditions of this ordinance but such trailer must be removed after seventy (72) hours.

**Sec. 10-33** Notwithstanding any other provision in this Code of Ordinances, this ordinance governing Mobile Food Units and Food Trailers identified in this Article II provides an exception for any of the activities authorized herein.

**Sec.10-34 to 10-49 reserved for future expansion.**

SECTION 2. Any violation of this Health and Sanitation Ordinance may be punished by a fine not to exceed two thousand dollars (\$2000.00) for each offense, and for each hour such offense shall continue shall be deemed a violation and a separate offense, and the penalty provisions of Sec. 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

SECTION 4. This Ordinance shall become effective when published in caption form.

PASSED, APPROVED, AND ADOPTED on First Reading, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on Second Reading, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

**CITY OF SOUTH PADRE ISLAND,  
TEXAS**

\_\_\_\_\_  
SUSAN HILL, CITY SECRETARY

\_\_\_\_\_  
BHARAT R. PATEL, MAYOR

10-14

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** J. Victor Baldovinos, Environmental Health Director

**DEPARTMENT:** Environmental Health Services

**ITEM**

Discussion and possible action on first reading of Ordinance No. 17- 05 to amend Chapter 10 of the Code of Ordinances Section 10-31 pertaining to Mobile Food Unit designated areas and permit requirements.

**ITEM BACKGROUND**

On July 15, 2015, a draft ordinance was presented for City Council's consideration and tabled.

On August 5, 2015, City Council formed a Food Truck Planning Committee (FTPC) to review a draft ordinance and recommend modifications for Council's consideration.

On February 17, 2016, the first reading of the Mobile Food Unit was approved.

On March 2, 2016, the first was again approved with the addition of the Bay Front District.

On April 6, 2016, the second and final reading was approved to adopt the new ordinance.

A full evaluation of the pilot program has been conducted by the FTPC and revisions are presented for City Council's consideration as stated in the current code of ordinance (Sec. 10-31.1).

Over the years, there had been many inquiries about the opportunity to bring mobile food units to the City of South Padre Island. With growing trends of culinary arts from various mobile food units in other municipalities, tourists look for a variety of foods to savor during their dining experience on our beautiful island. This opportunity has allowed mobile food units from many places to not only visit our beautiful island, but also bring their array of foods for many to enjoy.

During the pilot program, four Mobile Food Unit Permits have been issued.

**BUDGET/FINANCIAL SUMMARY**

No budget impact.

**COMPREHENSIVE PLAN GOAL**

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

7.F Encourage and support outdoor art events.

7.10 Continue the Island's unique character and assets aggressively

7.18 Support ordinances, events and policies that enhance the Island's economic development potential

6.I Continue to provide adequate services

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

FTPC and staff recommend approval.

**ORDINANCE NUMBER 17 - 05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 10, SEC. 10-31 TO ADD A NEW DISTRICT (PBN) AND MODIFY THE PERMIT FEES TO ALLOW FOR AN ANNUAL FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF TWO THOUSAND DOLLARS (\$2000.00) FOR ANY VIOLATION; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.**

**Whereas**, tourists from all over the world visit the City of South Padre Island;

**Whereas**, to promote a diversity of foods and benefit the City's economy;

**Whereas**, in accordance with section 10-31.1, the pilot program is complete and the Food Truck Planning Committee has made certain recommendations to improve the same; and

**Whereas**, the City of South Padre Island deems it appropriate to provide for the improvement and regulation of mobile food establishments in order to protect the health, safety and welfare of the citizens.

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

SECTION 1. Article II of Chapter 10 of the Code of Ordinances of the City of South Padre Island pertaining to Mobile Food Units is hereby amended to update Sec. 10-31 (C) (1) and (4) as follows:

**Sec.10-31 MOBILE FOOD UNITS.**

(C) Mobile Food Unit and Permit Requirements.

(1) Designated Areas. The designated areas for mobile food units are District zoned "EDC" ("Entertainment District Core"), "BF" ("Bay Front"), and "PBN" ("Padre Boulevard North").

(4) Permit fees are as follows:

(a) September through February a monthly fee of \$100 shall be charged.

(b) March through August a monthly fee of \$500 shall be charged; or

(c) January through December (calendar year), yearly fee of \$1,800 shall be charged.

SECTION 2. Any violation of this Health and Sanitation Ordinance may be punished by a fine not to exceed two thousand dollars (\$2000.00) for each offense, and for each hour such offense shall continue shall be deemed a violation and a separate offense, and the penalty provisions of Sec. 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

SECTION 4. This Ordinance shall become effective when published in caption form.

PASSED, APPROVED, AND ADOPTED on First Reading, this 3<sup>rd</sup> day of May, 2017.

PASSED, APPROVED, AND ADOPTED on Second Reading, this 17th day of May, 2017.

**ATTEST:**

**CITY OF SOUTH PADRE ISLAND,  
TEXAS**

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SUSAN HILL, CITY SECRETARY

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BHARAT R. PATEL, MAYOR

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** J. Victor Baldovinos, Environmental Health Director

**DEPARTMENT:** Environmental Health Services

**ITEM**

Discussion and action to approve first reading of Ordinance No. 17-06 amending Chapter 9 of the Code of Ordinances to allow for expanded designation for Qualified Natural Habitat Lots.

**ITEM BACKGROUND**

The City Council invested funds to post and rope vacant lots along Padre Boulevard. This great upgrade improved the Island's aesthetics in our community. As many residents and tourists drive the boulevard, they experience the true island feel.

The City Council also adopted a Qualified Natural Habitats Lot Ordinance to encourage property owners to be environmentally conscious by allowing the lots to be kept in their "natural" state. This very deed provides birds and butterflies that migrate through our area a necessary place for them to eat and rest, while birders admire their presence.

Adopting the amendments to this ordinance will continue to improve our environment. Post and rope not only prevents vehicles from damaging important native plants and grasses, but also assures that ruts are not left on lots that create an ideal breeding ground for disease-carrying mosquitoes. Additionally, post and rope also improves the aesthetics and provides a safe ground for birds and butterflies.

At this time, property owners spend an average of approximately \$160 per month on lot mowing, which equals to about \$1,920 per year. Staff is proposing a \$75 yearly fee, if their lot is converted into a QNHL, which would save the property owner over \$1,800 per year in lot maintenance. Furthermore, they are required to keep the right of way mowed. Staff is also proposing that a 12" perimeter around the lot is kept mowed to prevent native plants and grasses from affecting the neighboring property. At this time, we have 56 approved Qualified Natural Habitat Lots and 26 lots that qualify, but have not applied.

To assist property owners, work may be conducted by the Public Works Department for the proposed fees.

**The proposed fees are as follows:**

Application Fee	\$75
Optional Mowing R-O-W	\$35
Optional Mowing Perimeter	\$25
Optional Mowing Both	\$50

Optional Post And Rope	Amount
50 Foot Post & Rope	\$350
100 Foot Post & Rope	\$700
150 Foot Post & Rope	\$1,050

Although the new fees would not recover the cost of post and rope or mowing, the aesthetics and preservation of natural habitat alone would be beneficial to the Island's environment.

**BUDGET/FINANCIAL SUMMARY**

If needed, staff will bring back to Council after the program is implemented and closely analyzed.

**COMPREHENSIVE PLAN GOAL**

- 5.F. Protect the Laguna Madre as a valuable resource
- 5.M. Conserve environmentally sensitive lots
- 5.O. Conserve marine and other habitats to ensure environmental quality
- 5.R. Improve public education outreach regarding the ecological values of wetlands and plant species

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval.

**ORDINANCE 17-06**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES TO PROVIDE FOR ADDITIONAL EXEMPTIONS DESIGNATION (BUTTERFLY HABITAT) FROM THE REQUIREMENTS IMPOSED BY SECTION 9-6; ADDING DEFINITIONS TO SECTION 9-6.1; AND MODIFYING SECTION 9-6.3 MOWING EXEMPTION FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF TWO THOUSAND DOLLARS (\$2000.00) FOR ANY VIOLATION; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.**

**WHEREAS**, South Padre Island is a unique locale for wildlife; and

**WHEREAS**, Mayors and other local government chief executives are taking action to help save the monarch butterfly; and

**WHEREAS**, the population of these iconic species have declined by 90% in the last 20 years; and

**WHEREAS**, through The National Wildlife Federation's Mayors' Monarch Pledge, cities and municipalities are committing to create habitat and educate citizens about how they can make a difference at home; and

**WHEREAS**, certain lots meeting established criteria should be exempt from compliance with Section 9-6 of the Code of Ordinances due to dune establishment, wetlands designation, or native habitat designation.

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

Section 1. Chapter 9 of The Code of Ordinances of the City of South Padre Island is hereby amended to add the following:

**Sec. 9-6.1 Definitions:**

Migratory Season - March, April, May, September, October of each year.

Monarch Butterfly Plants- Nectar and host plants for Monarch butterflies can be found on the South Padre Island Website ([www.myspi.org](http://www.myspi.org)) under the Environmental Health Services/Monarch Butterflies. These types of plants include, but are not limited to: Mexican milkweed, Slim Milkweed, Hierba de Zizote, Barbados Cherry, Berlandier Fiddlewood, Betony Mistflower/ Padre Mistflower, Brush holy, Crucita, Golden Eye Daisy, Gregg's Mistflower, Runyon's Water Willow, Shrubby Blue Sage, Stonecrop, Texas Baby Bonnets, Texas Frogfruit, Texas Kidneywood, Texas Lantana, Tube Tongue, Climbing Milkweed, Pearl Milkweed, Blue Boneset Mistflower, Frostweed, Mexican Trixis, Seaside Goldenrod, Wild Olive, Anacahuita, Anacua, Tenaza, Scarlet Sage, Turk's Cap, White Plumbago, Mexican Buttonbush, Cenizo, Texas Thistle, Basket Flower, Texas Doubtful Palafoxia, Cowpen Daisy, Violet Wild Petunia, Wavyleaf Snakeherb, White Plumbago, wine Cup, and Yellow Sophora, Desert Lantana, Dicliptera, Flame Acanthus, Mexican Caesalpinia, Orange Zezmenia, Prairie Verbena, Slim Aster, Smallflower Wrightwort, and Southwest Bernardia.

**Sec. 9-6.2 Criteria for Exemption: (Must meet at least one established criteria)**

The Code enforcement department of the City (currently called Environmental Health Services) shall act only upon requests for designation and shall have no authority of power to designate property as natural

habitat lot(s) unless the property owners obtain said designation. (Applicants may request guidance on natural habitat lots from the Code enforcement department of the City prior to completing an application.)

Each lot shall be considered separate for designation purposes and must meet at least one of the following:

- (a) The lot(s) must have an established dune **or**
- (b) The lot(s) must have an established wetland **or**
- (c) The lot(s) must contain primarily native plants and grasses (either naturally occurring **or to be planted**) with no more than 25% of the lot containing invasive or noxious plants and grasses **or**
- (d) The lot(s) is a Monarch Butterfly Habitat which contains planted (**or which will contain planted**) Monarch Butterfly Plants with no more than 25% of the lot containing invasive or noxious plants and grasses, **and** the lot(s) must have a 12” perimeter on all sides clear of all type of plants and grasses.

The lot(s) must be maintained clear of all debris, litter and junk.

To assist property owners, work **may** be conducted by the Public Works Department for the proposed fees.

**The program fees are as follows:**

Application Fee	\$75
Optional Mowing R-O-W	\$35
Optional Mowing Perimeter	\$25
Optional Mowing Both	\$50

Optional Post And Rope	Amount
50 Foot Post & Rope	\$350
100 Foot Post & Rope	\$700
150 Foot Post & Rope	\$1,050

**Sec. 9-6.3 Procedures for Mowing Exemption Application:**

The property owner shall obtain an application from the City. The completed application shall be returned to the Code enforcement department of the City (currently called Environmental Health Services Department) with a non-refundable initial application fee of \$75, made payable to the City of South Padre Island. Initial application fee will be waived until December 30, 2011. Applications will be available on the City's Website or at City Hall.

Within forty-five (45) calendar days of receipt of the completed application, the Code enforcement department of the City (currently called Environmental Health Services), or their designated representative, shall inspect said property for compliance with the minimum requirements to obtain exemption.

After said inspection occurs, the Code enforcement department of the City (currently called Environmental Health Services Department) shall notify the applicant of its findings. If the property meets the minimum requirements to qualify for the exemption, the Code enforcement department of the City (currently called Environmental Health Services) shall notify the property owner. The owner will

12-4

then be issued one sign to be installed on the exempt property identifying it as a "Qualified Natural Habitat Lot." This sign shall be installed by the owner in a manner that shall cause it not to become a nuisance in the event of a windstorm event. The sign shall be visible from the nearest right-of-way. This exemption designation is renewable annually and the property owner shall re-apply by August 31<sup>st</sup> of each year. The designation will expire on September 30 of each year. The fee for renewal shall be \$50 annually and failure to re-apply will result in loss of exemption designation. Qualified Natural Habitat Lot designation is non-transferable upon sale or any transfer of ownership of designated lot(s). All Designated Natural Habitat Lots are exempt from mowing required by Sec. 9-6 of this Chapter.

Section 2. Any violation of this Ordinance may be punished by a fine not to exceed two Thousand Dollars (\$2000.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

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

Section 4. This Ordinance shall become effective when published by publishing its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this 3rd day of May 2017.

PASSED, APPROVED AND ADOPTED on Second Reading, this 17th day of May 2017.

**ATTEST:**

**CITY OF SOUTH PADRE  
ISLAND, TEXAS**

\_\_\_\_\_  
SUSAN HILL, CITY SECRETARY

\_\_\_\_\_  
BHARAT R. PATEL, MAYOR

12-5

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Jesse Arriaga, Transit Director

**DEPARTMENT:** Transit

**ITEM**

Discussion and action to authorize the City Manager to approve the Amendment to Multiple Use Agreement between the State of Texas Department of Transportation (TxDOT) and the City of South Padre Island, which will permit the City's Transit Department to construct a permanent facility on an additional portion of the state right of way necessary for the structure.

**ITEM BACKGROUND**

The **Amendment to Multiple Use Agreement** simply adds to the partial Park-and-Ride Project Multiple Use Agreement the necessary provision for the City to construct the originally intended facility to the all-inclusive Multimodal Project.

**BUDGET/FINANCIAL SUMMARY**

No budget or financial outcome will result from this amendment.

**COMPREHENSIVE PLAN GOAL**

- 4.I Increase ridership on Island Metro by residents and visitors.
- 4.J Expand public transportation options.

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

**AMENDMENT TO MULTIPLE USE AGREEMENT**

**WHEREAS**, on the 6<sup>th</sup> day of October 2014, the Texas Department of Transportation, the "State", and the City of South Padre Island, the "City", entered into a Multiple Use Agreement to allow the City use of state highway right of way; and

**WHEREAS**, the State, under the aforementioned Agreement, authorized the City the use of right of way on PR 100 Control Section No. 0331-04 for the purpose of a Multimodal Transit Center; and

**WHEREAS**, the City desires to place a permanent structure in the right way not authorized under the Multiple Use Agreement and is entering into a lease for the portion of the state right of way necessary for the structure; and

**WHEREAS**, the City and the State agree to amend the existing Multiple Use Agreement to remove the portion of the area granted under the original MUA that is now being leased to the City under a separate lease agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

Remove existing Exhibit "A", General Layout and replace with new Exhibit "A", General Layout dated 2017; and

In all other respects, the Agreement shall remain in force and effect without change.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

**THE CITY of South Padre Island**

By: \_\_\_\_\_  
City Manager

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

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

**THE STATE OF TEXAS**

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

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

\_\_\_\_\_  
Printed name

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

Approval Recommended:

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

District Engineer

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

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





410 DWAYNE BLVD  
 SUITE 100  
 FORT WORTH, TX 76102  
 TEL: 817.341.1111  
 FAX: 817.341.1112  
 WWW.CARCH.COM

Considered  
 Project: South Padre Island  
 Client: South Padre Island  
 Structural: Green, Roberts & Associates  
 MEP: DBR Engineering  
 Landscape: Dynamic Landscape

100%  
 REVIEW SET  
 THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT TO BE USED FOR CONSTRUCTION PURPOSES  
 EXP. DATE: 11-30-2014  
 RAYMOND D. GORHAM  
 PLSB



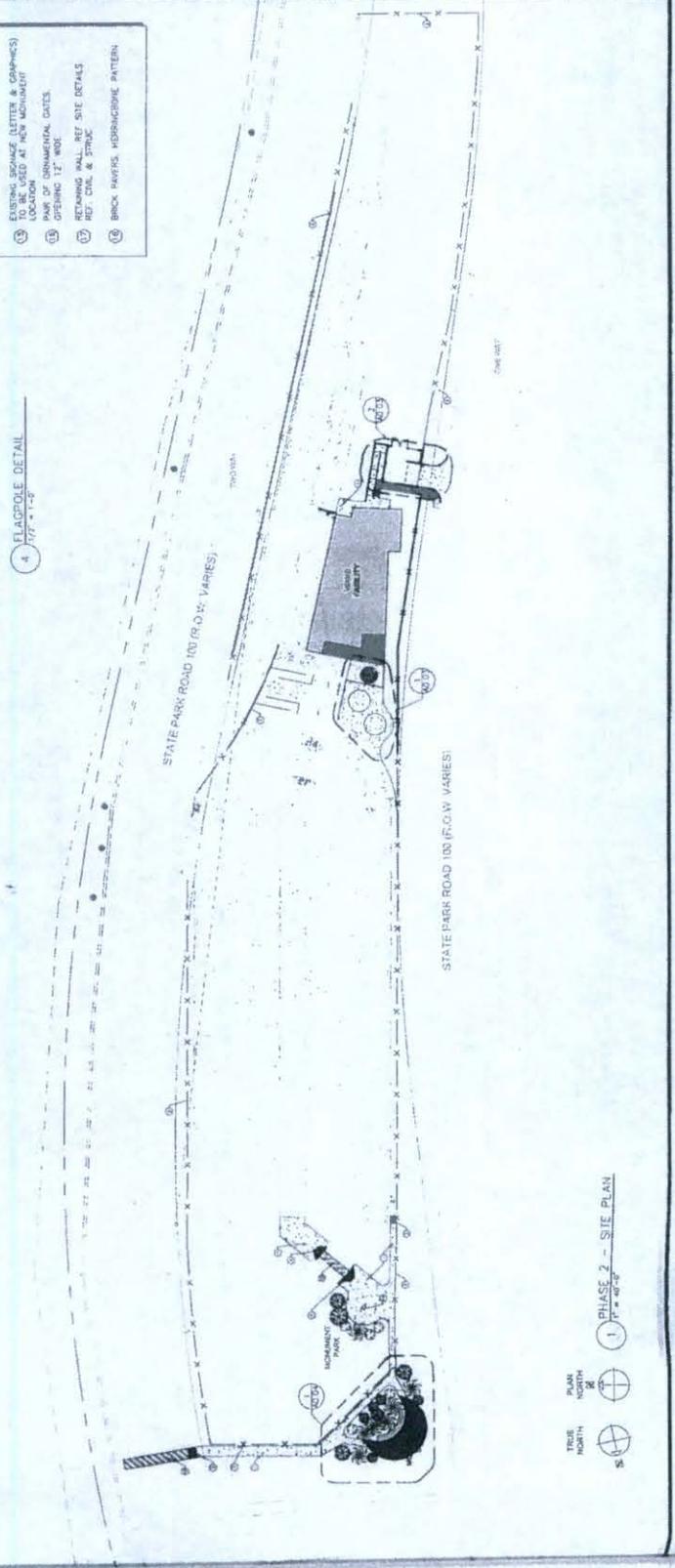
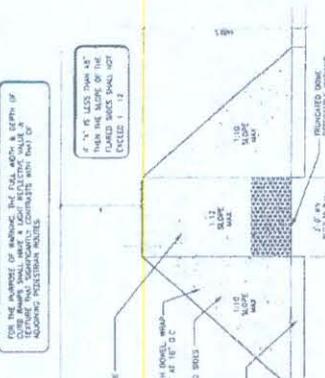
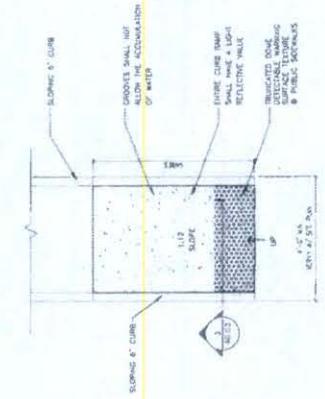
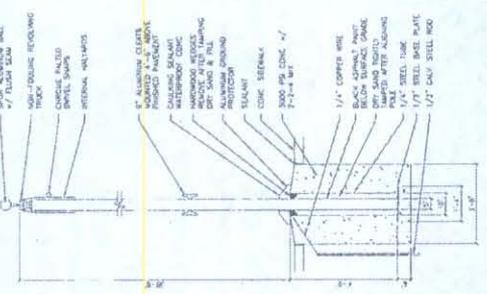
**SOUTH PADRE ISLAND**  
**TRANSIT MULTI-MODAL FACILITY**  
**SOUTH PADRE ISLAND, TEXAS**

Project Number	13.07
Drawing Date	MAY 25, 2014
Discipline	AL
Author	DM
Scale	AS SHOWN
ACAD File	AD DS STEPLAN
Revisions	
1	
2	
3	

Sheet Title  
**PHASE 2 - SITEPLAN & DETAILS**

**A0.02**

- SITE KEY NOTES**
- NEW CONCRETE PLAYWARK MAXIMUM SLOPE 2% SURFACE TO BE FLUSH W/ ADJOINING PAVING. SUB ON CURB
  - ORNAMENTAL FENCE AS SPEC'D
  - NEW MANICURE SIDEWALK RAMP, REF SITE DETAILS
  - NEW MANICURE CURB RAMP, REF SITE DETAILS
  - 4" WIDE ORNAMENTAL GATE
  - REMOVE EXISTING CURB/OUTLET TO ACCOMMODATE NEW CONSTRUCTION
  - NEW CURB, REF CIVIL
  - 30' ORNAMENTAL ROLLING GATE
  - BACK LOCATIONS AS SPEC'D
  - CROSS WALK STRIPING PER T.A.S CENTERED WITH CURB RAMP
  - 8" DIAMETER CONCRETE CUT-OUTS, REF LANDSCAPE PLAN
  - BOLLARD REF SITE DETAILS
  - FLAGPOLE REF SITE DETAILS
  - RELUCTIVE MONUMENT SIGNAGE COORDINATE WORK WITH OWNER TO BE USED AT NEW MONUMENT
  - EXISTING SIGNAGE (LETTER & GRAPHICS) TO BE USED AT NEW MONUMENT
  - PAIR OF ORNAMENTAL GATES OPENING 12' WIDE
  - RETAINING WALL REF SITE DETAILS REF. CIVIL & STRUC
  - BRICK PAVING HORIZONTAL/SHRINE PATTERN



13-5

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Jesse Arriaga, Transit Director

**DEPARTMENT:** Transit

**ITEM**

Discussion and action to authorize the City Manager to approve the Standard Lease Agreement for the Multimodal Facility, which will establish a cooperative and mutually beneficial relationship between the State of Texas acting through the Texas Department of Transportation (TxDOT) and the City of South Padre Island's Transit Department.

**ITEM BACKGROUND**

The Multimodal Facility Project, once completed, will be a State of Texas highway real property asset which the City of South Padre Island Transit Department wishes to lease for Administrative Offices and Transit Bus Operations.

**BUDGET/FINANCIAL SUMMARY**

Agreement, once signed, will be executed effective on May 1, 2017. The Lease term is for 30 years at \$7500 per year, to be reviewed for possible adjustment every five years until Lease expires.

**COMPREHENSIVE PLAN GOAL**

- 4.I Increase ridership on Island Metro by residents and visitors.
- 4.J Expand public transportation options.

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve

## STANDARD LEASE AGREEMENT

STATE OF TEXAS §      COUNTY OF CAMERON §      LEASE NO. L21-031-441

This lease is made and entered into this May 1, 2017, by and between the State of Texas acting through the Texas Department of Transportation ("the Department," or, "the State"), and **City of South Padre Island** ("Lessee").

The Department is authorized to lease state highway assets pursuant to Chapter 202, Subchapter C, Section 202.052, of the Texas Transportation Code; and

The State is the owner of the real property situated in City of South Padre Island, Cameron County, Texas, described on Exhibit "A" attached hereto, and made a part of this lease ("premises");

Lessee wishes to lease the premises and the State desires to lease the premises to Lessee;

Now, therefore, in consideration of the mutual terms, covenants, and conditions set forth herein, the Department and Lessee hereby agree as follows:

### ARTICLE 1. TERM

1.01 The term of this Lease is thirty (30) years, beginning on May 1, 2017 ("Commencement Date"), and ending on April 30, 2047("Term"), unless terminated sooner.

1.02 Except as provided in Article 11 of this lease, either of the parties may cancel this lease upon **twelve (12) months** written notice to the other party. *W* Notwithstanding the prior sentence, the City retains the continuing right to terminate at the expiration of each budget period (year) of the City during the term of the contract/lease and the City will use its "best efforts attempt" to obtain and appropriate funds for payment of the contract.

### ARTICLE 2. RENT

2.01 **Rent.** Lessee shall pay to the State without demand, set off, or deduction, rent in the amount of **7,500.00 per year**, due and payable in advance on May 1<sup>st</sup> of each year. The first installment shall be due and payable in advance of the Commencement Date in the amount of **\$7,500.00**.

2.02 **Method of payment.** Electronic preferred or as determined by parties. Payment shall be made to the Department at its **Finance Division office in Austin, Travis County, Texas at PO Box 149001**,

**Austin, TX 78714-9001** or at such other place as the Department may from time to time direct by notice delivered to Lessee.

**2.03 Late Charge.** If Lessee tenders the rent to the Department more than fifteen (15) days after the due date, Lessee shall pay an administrative late charge of five percent (5%) on the total rent due to the Department.

**2.04 Rent Adjustment.** At the end of each five-year period during the lease Term, the Department may revalue the premises and adjust the rent to reflect changes in the fair market value. The annual rent shall be adjusted to be equal to the fair market rental value determined by the Department's appraiser, provided, however, Lessee's rent shall not be set at less than **\$7,500.00**. Adjustments to the rent shall be made as follows:

- (a) The Department shall obtain an appraisal of the premises.
- (b) If the Department determines that an adjustment in rent is needed to reflect changes in the fair market value of the premises, it shall deliver to Lessee written notice that the rent will be adjusted. The notice shall include a copy of the Department's appraisal, the amount of the adjusted rental rate, and the date the new rate is to become effective.
- (c) If Lessee does not agree with the Department's appraisal, Lessee, at its own expense, may submit its own appraisal to the Department for consideration.
  - (1) Lessee's appraisal must be prepared by an appraiser certified as an appraiser by the Texas Appraisal Licensing and Certification Board.
  - (2) Lessee must instruct its appraiser to consider any and all restrictions on the use of the premises that are contained in this lease, and the actual use of the premises, in determining the highest and best use and the fair market rent value of the premises.
  - (3) Lessee must deliver its appraisal to the Department on or before the 30th day after receiving the Department's notice of rent adjustment. If Lessee does not deliver its appraisal to the Department on or before the 30th day after receiving the notice of adjustment, the Department's appraisal shall be binding on the Department and Lessee.
- (d) If the Department does not approve of Lessee's appraisal, the Department's appraiser and Lessee's appraiser shall select a third appraiser to appraise the fair market rent value of the premises. The appraisers for the Department and Lessee shall select the third appraiser no later than the tenth day after Lessee delivers its appraisal to the Department. Lessee shall be solely liable for the third appraiser's fees and expenses.
- (e) The third appraiser's determination of the fair market rent value, as documented in the appraiser's signed written report submitted to the Department and to Lessee, shall be binding on the Department and Lessee.

**2.05 Bond or other security. INTENTIONALLY DELETED**

### ARTICLE 3. IMPOSITIONS

**3.01 Impositions Defined.** The term "Impositions," means all taxes, charges for public utilities, license, franchise and permit fees, and any other charges by any public authority that are imposed during

the lease Term upon the premises or upon the improvements situated on the premises. Nothing in this Article 3 shall be construed as approval or authorization for Lessee's transfer, assignment, sublease, or conveyance of its interest in the lease or in the premises or in any improvements situated on the premises.

**3.02 Lessee's Obligation for Impositions.** Lessee will pay all Impositions when due. Lessee shall promptly deliver evidence of payment upon request by the Department. Lessee may not defer the payment of any Imposition in a manner that would cause a lien to be placed upon the premises. The Department shall not be liable for any interruption or failure in the supplying of any utilities to the premises.

#### ARTICLE 4. CONSTRUCTION

**4.01 Permitted Construction.** (a) At its sole cost and risk, Lessee may construct a **Multi Modal Transit Center Building** (the "improvements") within the premises in compliance with plans and specifications provided for in Sections 4.02 and 4.03 of this lease.

(b) The improvements are to be designed and constructed to provide the Department access to inspect, maintain, and repair the premises.

(c) The Department shall have the right to approve all construction plans. Any significant revision to the approved design of the improvements shall be subject to prior written approval of the District Engineer. (The term "District Engineer," is defined in Section 13.07 of this lease). The Department's review of the plans, approval of construction, or approval of modifications or revisions to the plans, shall under no circumstances constitute a representation by the Department as to the quality or safety of the design, or as to the compliance of the design to any applicable laws, statutes, rules and ordinances.

(d) All improvements which are located within the premises at any time during the term of this lease shall be removed at no cost to the department upon expiration or termination of this lease or become the property of the Department upon expiration or termination of this lease

**4.02 Preliminary Plans.** Lessee, prior to the Department's execution of this lease, shall provide the Department with preliminary plans for Lessee's proposed use of the premises. The preliminary plans shall include maps, and sketches depicting the improvements and Lessee's proposed use of the premises. The preliminary plans must set out the relation of the proposed use of the premises to the adjacent "Highway Facility," as that term is defined in Section 13.08 of this lease.

**4.03 Traffic Control Plans.** Lessee, prior to the Department's execution of this lease, shall provide the Department with a full set of traffic control plans for the Department's approval. The lessee may not begin construction work until it has received the Department's written approval of the traffic control plans. The plans, which may include plan sheets, general notes, specifications, and quantities, must fully detail the regulation of traffic on the adjacent Highway Facility during the lease Term. The plans must specify how traffic will be regulated before, during, and after any planned construction on the premises. The plans must conform to the safety and design standards set out in the current version of the Texas Manual on Uniform Traffic Control Devices and may not be amended without the Department's written consent.

- 4.04 **Construction Plans.** (a) Lessee shall furnish to the District Engineer two sets of complete plans, details and specifications for the construction the improvements. Lessee may not begin construction without the Department's written approval of the plans and specifications. The plans and specifications must substantially reflect the design set out in the preliminary plans required under Section 4.02 of this lease. The construction plans must be prepared by a professional architect or engineer registered in Texas, and must bear prominently the architect or engineer's signature in accordance with applicable architectural and engineering board rules.
- (b) The improvements shall be designed and constructed to comply with any and all applicable building codes, ordinances and other laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act (ADA), (Public Law 101-336, July 26, 1990, as amended) and the Elimination of Architectural Barriers Act (TABA), (Chapter 469, Texas Government Code, as amended).

4.05 **Construction Standards.** The improvements, and any repairs to the improvements, shall be constructed in accordance with the following standards:

- (a) Lessee's selection of a general contractor shall be subject to the Department's written approval;
- (b) All construction work shall be performed in a good, workmanlike manner in accordance with good industry practice for the type of work in question;
- (c) Lessee must obtain all required governmental licenses, permits and authorizations prior to beginning construction and shall provide copies of same to the Department upon request;
- (d) Lessee must maintain insurance coverage in the amounts set forth in Article 9 of this lease during all construction;
- (e) After commencement of construction, Lessee shall prosecute the construction with due diligence; and
- (f) Lessee's contractor(s) at its sole cost and expense, shall deliver to the Department a performance bond having a penal sum of the greater of \$3.5 million dollars or the amount of the primary construction contract issued by a company licensed by the Texas Department of Insurance and in a form acceptable to Lessor, naming the Department as Obligee.

4.06 **Temporary Use of the Department's Property.** If Lessee requires use of the Department's right of way for access, staging, or storage, Lessee shall submit a written request to the Department for the Department's written authorization of the requested use. Lessee shall submit the request not less than 30 days before the use of Department right of way is necessary. The request must include a complete set of traffic control plans, as described in this Article 4 of the lease. The approval or denial of Lessee's temporary use of Department property shall be at the sole discretion of the Department. The Lessee's temporary use of Department property shall not give the Lessee any right or interest in Department property.

4.07 **As-Built Plans.** Lessee shall provide the Department a complete set of reproducible "As-Built" plans no later than 90 days after the completion of construction. The plans must be prepared by a professional architect or engineer registered in Texas, and must bear prominently the architect or engineer's signature in accordance with applicable architectural and engineering board rules.

4.08. **Hold Harmless.** Lessee shall indemnify, protect, and hold harmless the State from and against all claims and liabilities arising by virtue of or relating to inspection, construction, maintenance, or repair of the premises or of the improvements situated on the premises (including repairs, restoration, and rebuilding).

#### ARTICLE 5. USE OF THE PREMISES

5.01 **Permitted Use.** Subject to the terms and provisions this lease, Lessee shall continuously use and occupy the premises solely for the purpose of a **Multi Modal Transit Center**. Any proposed change in the use is subject to the Department's written approval. Lessee's use of the premises shall not interfere with highway use.

5.02 **Maintenance Requirements.** Lessee shall maintain the improvements and the premises at its sole expense. Lessee shall keep the improvements and premises in good condition, both as to safety and appearance. Lessee shall deliver up the premises in good repair and condition, reasonable wear and tear excepted, at the expiration or termination of this lease.

5.03 **Lessee's Removal of improvements.** Lessee must submit plans for the removal of any improvements and shall not remove any improvements without prior written approval of the District Engineer.

#### ARTICLE 6. COMPLIANCE WITH LAWS

6.01 **Hazardous Materials.** "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by the federal government, the State of Texas, or by any local governmental agency, including, but not limited to:

- (a) Any material or substance that is:
  - (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1317;
  - (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; or
  - (3) defined as a "hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.
- (b) petroleum;
- (c) asbestos; or
- (d) polychlorinated biphenyls (PCBs).

6.02 **Hazardous Materials Laws.** "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in Section 6.01 of this lease.

**6.03 Compliance with Laws.** Lessee affirms that it shall adhere to all federal, state and local requirements to include requirements contained in 23 CFR 710.401 – 403, Texas Transportation Code and the Texas Administrative Code. Lessee shall not undertake or suffer any activity to be conducted upon the premises that constitutes a nuisance, is immoral or obscene, or is a threat to the welfare of the general public. Lessee, at its own expense, shall comply, and will cause, its employees, agents, representatives, licensees, concessionaires, invitees, assignees, subtenants, and any individual or entity using or occupying the premises by, through or under Lessee, to comply with all applicable laws, statutes, rules, and ordinances, whether now existing or hereafter enacted or promulgated that apply to the construction, alteration, occupation, or use of the premises and improvements, including the Americans with Disabilities Act (ADA), (Public Law 101-336, July 26, 1990, as amended), the Elimination of Architectural Barriers Act (TABAA), (Chapter 469, Texas Government Code, as amended), and Hazardous Materials Laws. Nothing in this Article 6 shall be construed as approval or authorization for Lessee's transfer, assignment or conveyance of its interest in the lease or in the premises or in the improvements.

**6.04 Cleanup costs, default, and indemnification.** (a) Lessee shall be fully and completely liable to the State for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, generation, or sale of Hazardous Materials, in or about the premises. Lessee's obligations under this section of the lease shall survive the termination of this lease and shall be in effect for as long as Lessee may be liable under applicable laws.

(b) Lessee shall indemnify, defend, and save the State harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon the State (as well as the State's attorney fees and costs) as a result of Lessee's use, disposal, transportation, generation, or sale of Hazardous Materials.

(c) If Lessee fails to comply with any of the provisions of this Article 6 of the Lease, the State, in addition to the rights and remedies set forth elsewhere in this lease, shall be entitled to: (1) terminate this lease immediately; and

(2) recover any and all damages associated with the Lessee's non-compliance, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, and any and all damages and claims asserted by third parties and the State's attorney fees and costs.

#### ARTICLE 7. INSPECTION

**7.01 Inspection.** The Department and its authorized representatives may enter the premises at any time to inspect, maintain, or reconstruct highway facilities as necessary, and to determine compliance with the terms and conditions of this lease. The Department's inspection of the premises shall not constitute a representation as to the quality or safety of the design or construction of the premises.

#### ARTICLE 8. LIENS AND FINANCING

**8.01 Allowable Mortgages and Security Interests.** Lessee may mortgage or otherwise pledge or grant a security interest in its leasehold interest to secure financing for the acquisition of the leasehold

and for the construction and operation of an improvement permitted under this lease, subject to the terms and conditions contained in this lease.

**8.02 Prohibited Mortgages and Liens.** Notwithstanding the provisions of Section 8.01 of this lease, Lessee shall keep the lease and any improvements on the premises free from all liens. Lessee shall furnish to the Department within five days of receipt by Lessee copies of any and all notices and correspondence directed to Lessee by any person or entity alleging the right to file a lien, or notifying Lessee of the filing of any lien against the fee of the premises. If a lien is filed against the fee or against the improvements, Lessee shall immediately discharge the lien by payment, bonding or otherwise.

**8.03 No Liens Upon Expiration or Termination.** Lessee and its successors shall deliver the premises and the improvements to the Department free and clear of any debt or encumbrances at the expiration or termination of this lease.

**8.04 Department's Lien.** If Lessee defaults under this lease, the State has a lien on all goods, chattels, or personal property of any description belonging to Lessee that are placed in, or become part of, the premises, as security for rent due and to become due for the remainder of the current lease term. This lien is not in lieu of, nor in any way affects, the statutory landlord's lien, but is in addition to it, and Lessee grants to the State a security interest in all personal property placed in or on the premises for purposes of this contractual lien.

#### ARTICLE 9. INDEMNITY AND INSURANCE

**9.01 Indemnity.** Lessee shall indemnify and save harmless the State from any and all liability, damage, expense, cause of action, suits, claims, or judgments by any reason whatsoever caused by, or arising out of, the use, occupation, and control of the premises by Lessee, its employees, agents, representatives, licensees, concessionaires, invitees, assignees, subtenants, and by any individual or entity using or occupying the premises by, through or under Lessee. Nothing in this Article 9 shall be construed as authorization of approval of Lessee's transfer, assignment or conveyance of its interest in the lease, the premises or in any improvements situated on the premises.

**9.02 Liability Insurance.** (a) At all times during the lease Term, Lessee, at its sole cost and expense, shall, carry commercial general liability insurance coverage with limits of at least \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The policy shall insure against bodily injury, death and property damage and shall include:

- (1) coverage for premises and operations;
- (2) coverage for the Department's concurring negligence; and
- (3) contractual liability coverage insuring the obligations of Lessee under the terms of

this lease, including but not limited to the indemnity obligations herein.

(b) The limits of policies required by this section of the lease are subject to review and escalation as deemed necessary by the Department once every two years from the commencement date of this lease until its expiration or sooner termination.

**9.03 Contractor's Insurance.** Lessee shall require its contractors to carry at all times while engaged in the construction, alteration, repair, reconstruction or maintenance of the improvements during the lease Term, the following minimum insurance with companies authorized to do business in the State of

Texas, naming the Department, as an additional insured, against claims of injuries to persons or damages to property, as a result of, or arising out of such construction, alteration, repair, reconstruction or maintenance of the improvements by Lessee's contractors:

(a) Worker's compensation as required by Texas law with the policy endorsed, where reasonably available, to provide a waiver of subrogation as to Lessee and the Department, and employer's liability insurance of at least \$1,000,000 (or the statutorily required minimum if higher) for each accident.

(b) Commercial general liability insurance with limits of at least \$1,000,000 each occurrence and at least \$2,000,000 general aggregate, which policy shall insure against bodily injury, death and property damage and shall include (i) coverage for premises and operations; and (ii) contractual liability coverage.

(c) Comprehensive automobile liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$500,000 combined single limit, such insurance to include coverage for loading and unloading hazards.

**9.04 Insurance Certificates and Endorsements.** (a) All liability insurance policies required under this lease shall be with companies licensed by the Texas Department of Insurance and shall:

- (1) be endorsed to include the Department as an additional insured;
- (2) contain cross-liability and severability of interest endorsements;
- (3) state that this insurance is primary insurance as regards other insurance carried by any

Lessee; and

- (4) include waiver of subrogation endorsements in a form acceptable to the Department.

(b) Lessee shall also include waiver of subrogation endorsements in favor of the Department on any insurance coverages Lessee may carry in addition to that required herein for the premises or activities conducted thereon, including but not limited to workers compensation insurance.

(c) Lessee shall furnish the Department with certificates of all coverage required herein and with copies of the required endorsements prior to the commencement of this lease, and annually thereafter for each renewal policy not less than 30 days prior to the expiration of said policies. Certificates of insurance shall specify the additional insured status mentioned above as well as the waiver of subrogation and shall contain any other endorsements required herein.

(d) Lessee shall provide to the Department a certified copy of any and all insurance policies required in this lease upon request of the Department. Lessee's obligation to carry and pay for the insurance required under this lease will continue beyond the term of this lease in the event Lessee remains in possession of the premises for any reason, or in the event Lessee is obligated to remove the improvements, in which case, Lessee will continue to carry such insurance so long as Lessee remains in possession or until the Department deems such removal to be complete.

(e) If Lessee fails to have a certificate of any required policy of insurance on deposit with the Department at any time during the lease Term or subsequent thereto in the event of any continued possession of the premises, or in the event the certificate fails to comply with the insurance company quality or coverage requirements hereof, such failure may be treated by the Department as a default by Lessee.

## ARTICLE 10. TRANSFERS OF INTEREST

**10.01 Transfers of Interest.** Lessee shall not transfer, assign, sublease, or convey the lease, improvements, or the premises to another person or entity without the prior written approval of the Director. The Department shall not be obligated to consent to any proposed transfer, assignment, or conveyance by Lessee. If Lessee transfers, assigns, or conveys its rights or interests in the lease or in the premises or in any improvements situated on the premises without the Department's written consent, the Department may, at its option declare this lease terminated. If the Department consents in writing to the transfer, assignment, or conveyance of its rights or interests in the lease or in the premises or in any improvements situated on the premises, the assignee or subtenant must assume all of Lessee's obligations under this lease, and Lessee will remain liable for every obligation under the lease.

**10.02 Collection of Rent from Assignee.** The Department, at its option, may collect rent from Lessee's assignee, subtenant, mortgagee, pledgee or party to whom the leasehold interest was hypothecated, and apply the net amount collected to the rent payable under this lease. The Department shall not waive any of its rights under this lease or release Lessee from any of its obligations by collecting or applying rents collected.

**10.03 Effect of Expiration or Termination of lease.** The expiration or termination of this lease automatically and without further action cancels all transfers, assignments, conveyances, and subleases of this lease.

**10.04 Transfer by the Department.** If the Department sells or transfers the premises or the leasehold estate or any part thereof and as part of such transaction assigns its interest as the Department in and to this lease, then from and after the effective date of the transfer, the Department will have no further liability under this lease to Lessee.

#### ARTICLE 11. DEFAULT AND REMEDIES

**11.01 Breach and Default.** Lessee shall be in breach of this lease if Lessee fails to pay any installment of rent or other amount due and payable when due; fails to comply with its obligations pertaining to the construction, use, and maintenance of the premises; abandons the premises; fails to maintain insurance in the amounts and types required by this lease; fails to follow any federal, state, and local law that applies to Lessee's use of the premises; or fails to perform or comply with any of the other conditions expressed or implied in this lease. Whether the Lessee is in breach shall be determined by the Department in his or her sole discretion. Lessee shall be in default if Lessee fails to remedy any breach of this lease within sixty days after receiving notice from Lessor. Whether the Lessee is in default shall be determined by the Department in his or her sole discretion.

**11.02 Cumulative Remedies.** If the Department determines that Lessee is in default, the Department, at its option, may exercise any and all remedies available to the State under law. All of the State's rights and remedies shall be cumulative and not exclusive, and shall include without limitation the following:

(a) The Department may terminate this Lease on ten days' written notice to Lessee and this lease shall terminate on the date specified therein and Lessee shall quit and surrender the premises by said date.

(b) If the lease is terminated and the Department determines it is necessary to request the removal of the improvements, the removal shall be accomplished by the lessee in a manner prescribed by the District Engineer. If the Department requires Lessee to remove all or part of the improvements:

(1) Lessee, at its own expense, shall prepare and submit plans to the District Engineer for removal of the improvements and shall not commence removal without prior written approval from the District Engineer.

(2) Lessee must remove the improvements at its own expense within the time provided in the Department's notice of termination to Lessee and must restore the premises as nearly as practicable to the same condition that existed before Lessee entered thereon, except as otherwise approved in writing by the Department.

(3) If Lessee fails or refuses to remove all or a part of the improvements as required by the Department, the Department may, but is not obligated to, assume possession, control and ownership of the premises and the improvements.

(4) If Lessee fails or refuses to remove all or a part of the improvements as required by the Department, the Department may, but is not obligated to, enter upon the premises for the purpose of demolishing and removing the improvements. Lessee shall pay the Department's costs for such demolition and removal, including, but not limited to, costs for labor, materials, equipment, plans and administration, within 30 days after notice of a statement of said costs from the Department.

(5) Lessee shall indemnify, protect, and hold harmless the State from and against all claims and liabilities arising by virtue of or relating to the State's entry onto the premises and demolition and removal of the all or a part of the improvements.

**11.03 Lessee Remains Liable.** Termination of this lease will not relieve Lessee from the payment of any sum or sums then due and payable to the Department.

## ARTICLE 12. GENERAL PROVISIONS

**12.01 Acceptance "As-Is," and Waiver of Warranty.** Lessee has fully inspected the premises and is leasing the premises "as is," with all faults and defects. The Department disclaims any warranty of suitability that may otherwise have arisen by operation of law. The Department does not warrant that there are no latent defects in the premises that are vital to Lessee's using the premises for their intended purpose and that the premises will remain in a suitable condition. Lessee leases the property "as is," whether suitable or not, and waives the implied warranty of suitability.

**12.02 Casualty.** Lessee shall immediately notify the Department of substantial destruction or damage to the premises. In no event shall the Department be responsible or liable for any damage or loss of property of Lessee. If the improvements are destroyed, either in whole or in substantial part, by fire or other casualty, Lessee shall, within 60 days of such occurrence, notify the Department of Lessee's election to either (i) terminate this lease, such termination to be effective as of the date of such notice of termination, or (ii) reconstruct the improvements in compliance with plans and specifications which have been reviewed and approved in writing by the Department. If Lessee shall fail to notify the Department of its election within the time above provided, then Lessee shall be deemed to have elected to terminate this lease. If this lease is terminated under this section, Lessee shall remove the improvements in accordance with the procedure set out in Section 11.02(b) of this lease.

**12.03 Force Majeure.** If the curing of any default (other than failure to pay any sums due, including, but not limited to, insurance premiums or Impositions) or the performance of any other covenant, agreement, obligation or undertaking herein contained is delayed (after the party obligated or permitted under the terms hereof to do or perform the same has made a good-faith effort to avoid delay) by reason of war, government regulations or government interferences (not including the right of the Department to exercise the Department's rights hereunder), fire or other casualty or any circumstances reasonably beyond such party's control regardless of whether any such circumstance is similar to any of those enumerated or not, each party will be excused from doing or performing the same during such period of delay.

**12.04 Waiver.** No waiver by the Department of any default or breach of any term, condition or covenant of this lease may be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

**12.05 Exhibits.** All exhibits referred to herein are to be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

**12.06 Successors.** The terms, conditions and covenants contained in this lease shall apply to, and inure to the benefit of Lessee's successors in interest and legal representatives except as otherwise herein expressly provided. No rights however shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by the Department in writing as provided in Article 10 of this lease.

**12.07 Department's Expenses.** Lessee shall forfeit the security deposit, if any, made for this lease, or bonds, if any, issued to secure Lessee's compliance with this lease, and shall pay the Department's litigation costs and any other expense incurred by the Department to enforce its rights under this lease.

**12.08 Holdover.** If Lessee holds over and continues in possession of the premises after expiration of the term of this lease, Lessee will be deemed to be occupying the premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this lease, except that as liquidated damages by reason of such holding over, the amounts payable by Lessee under this lease shall be increased such that the annual rental shall equal one hundred twenty-five percent (125%) of the rent paid to the Department for the year immediately preceding the expiration date of this lease and Lessee shall continue to pay all Impositions as required by this lease. The above-described tenancy from month-to-month may be terminated by either party upon 30 days written notice to the other. Any rental due after such notice has been given is to be calculated on a pro rata basis. If upon notice of termination by the Department, Lessee tenders rental in excess of the amount due and payable and the Department accepts such payment, the acceptance of such payment will not operate as a waiver by the Department of the notice of termination unless such waiver is in writing and signed by the Department.

**12.09 Relationship Between the Department and Lessee.** The relationship between the Department and Lessee is and shall at all times remain solely that of landlord and tenant and will not be deemed an agency, partnership or joint venture.

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**12.10 Non-Discrimination.** Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person, on the grounds of race, color, religion, national origin, marital status, age, sex or the presence of any sensory, mental or physical handicap will be excluded from participation in, be denied the benefits of, or be otherwise unlawfully subjected to discrimination in the use of the facility now or hereafter on the premises, that in connection with the construction of any improvements on the premises and the furnishing of services thereon, no such discrimination will be practiced in the selection of employees or contractors, or by contractors in the selection and retention of their subcontractors, and that such discrimination will not be practiced against the public in their access to and use of the facility and services provided for public accommodation constructed or operated on the premises. Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. The breach of any of the above nondiscrimination covenants will be an act of default entitling the Department to terminate this lease in accordance with the procedures set forth herein.

**12.11 Audit Provision.** In accordance with Section 2262.003, Texas Government Code, the State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds.

**12.12 Flammable, Explosive or Hazardous Materials.** Notwithstanding anything herein to the contrary, no part of the premises will be used for the manufacture or storage of flammable, explosive or hazardous materials or for any occupation which would be deemed by the Department to be hazardous to the traveling public.

**12.13 Public Utility and Common Carrier Rights.** Lessee shall not to interfere with the rights of any public utility company or other common carrier to locate, operate and maintain their facilities within the Department's highway right of way. Lessee's use of the premises and the improvements under this lease is subject to the statutory right of public utilities and common carriers, if applicable, and that such use by Lessee and the relocation or removal of the improvements subject to this lease shall be accomplished at Lessee's sole expense at the Department's request if required to accommodate the location, operation or maintenance of facilities pursuant to those statutory rights.

**12.14 Assumption of Risk.** Lessee assumes all risks of losses resulting from the lease.

**12.15 Repairs Needed for the Safety of the Traveling Public.** If the District Engineer determines that there is a condition or omission with respect to the improvements that is a hazard to the safe operation of a Highway Facility, the District Engineer shall give Lessee written notice of the condition and shall specify a reasonable time in which curative action shall be completed. If Lessee fails to cure the hazardous condition as required in the written notice, the Department may enter the premises and perform the necessary repairs at Lessee's sole liability, except that no notice is required in case of

emergency. Lessee shall pay all costs for repairs to the improvements. Payment shall be made no later than 30 days after Lessee receives a statement of the Department's repair costs. Lessee shall indemnify, protect, and hold harmless the State from and against all claims and liabilities arising by virtue of or relating to construction, maintenance or repair of the premises or of the improvements situated on the premises.

**12.16 Use of facility in Emergency Situations.** If the District Engineer determines that there is a condition of emergency, the department may utilize the facility site as an emergency command center, including but not limited to, evacuation site, housing department employees overnight, holding briefing meetings with non-agency personnel, and parking.

### ARTICLE 13. MISCELLANEOUS

**13.01 Notices.** (a) Any notice provided for or permitted to be given under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) three calendar days after it is deposited with the United the States Postal Service, postage prepaid, registered or certified mail, return receipt requested, and addressed to the intended recipient at the address or addresses designated below. Notice may also be given by:

- (1) personal or courier delivery to the party to be notified;
- (2) facsimile transmission; or
- (3) other commercially reasonable means, and will be effective when actually received.

(b) If to Lessee:

City of South Padre Island  
Transit Department  
4601 Padre Island Boulevard  
South Padre Island, Texas 78526

- (c) If to the Department: Texas Department of Transportation  
P.O. Box 5097  
Austin, Texas 78704  
Attn: Real Estate Lease Program Office

(d) The parties may change their respective notice addresses to any other location within the United the States by giving a notice of the change in accordance with this Section.

**13.02 Governing Law.** This lease is to be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas, unless otherwise provided herein.

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

14-14

13.04 **Amendments.** The amendment, modification or alteration of the terms hereof will not be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

13.05 **Headings.** The article and section captions contained in this lease are for convenience only and do not in any way limit or amplify any term or provision hereof.

13.06 **The Department.** Unless specifically stated otherwise herein, the term "the Department" as used herein includes the Department, its successors and assigns, and its authorized agents, representatives, employees and/or contractors.

13.07 **District Engineer.** Any reference in this lease to the District Engineer means the District Engineer, Texas Department of Transportation, **Pharr District**, Texas, and his or her delegate. When written approval of the Department is necessary under this lease said approval is to be obtained from the District Engineer except as otherwise provided herein or otherwise by law.

13.08 **Highway Facility.** "Highway Facility" means any present or future physical roadway improvements within existing or future right of way, including, but not limited to, bridges, embankments, drainage areas, traffic signals, signs and roadway surfaces and any subsurface as well as structures and facilities not physically located within the highway right of way that are used in the construction, maintenance or operation of a highway, including, but not limited to warehouses, storage areas, maintenance sites, roadside parks, administration buildings and parking lots, except for improvements constructed or placed on the Premises by Lessee.

13.09 **Memorandum of Lease.** At the Department's request, Lessee will execute a memorandum of this lease in recordable form setting forth such provisions of this lease as the Department deems desirable and may record such memorandum in the Real Property Records of the Office of the County Clerk, Cameron County, Texas.

13.10 **No Option.** The Department's submission of this lease to Lessee for inspection and execution does not constitute a reservation of or option for the premises. This lease shall become effective against any party only upon execution of all parties and delivery of a fully executed counterpart by the Department to Lessee.

14-15

**TEXAS DEPARTMENT OF  
TRANSPORTATION**

**LESSEE  
THE CITY OF SOUTH PADRE ISLAND**

Executed by 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: \_\_\_\_\_

By: \_\_\_\_\_  
Gus Cannon, Right of Way Division Director

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

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

Title: \_\_\_\_\_

14-16

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

**MEETING DATE:** May 3, 2017  
**NAME & TITLE:** Brandon N. Hill, Director  
**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action to approve a budget amendment in the amount of \$981,726 for the construction of the Seaside, Ocean, Moonlight and Gulf-End walkovers.

**ITEM BACKGROUND**

Award Year		Engineer Estimate	GLO Reimbursement	Local Match
2014	Seaside Walkover	\$299,112.00	\$55,500.00	\$244,612.00
2015	Ocean Walkover and Parking	\$465,978.00	\$150,000.00	\$315,978.00
2015	Moonlight Walkover	\$204,836.00	\$95,000.00	\$109,836.00
N/A	Gulf-End Walkover engineering	\$11,800.00	\$0.00	\$11,800.00
	<b>Totals</b>	<b>\$981,726.00</b>	<b>\$300,000.00</b>	<b>\$681,726.00</b>

The city has been awarded CMP funds in order to improve Seaside, Ocean and Moonlight Beach Accesses. The shoreline department seeks to complete all open CMP awards within the year. These projects were not previously budgeted for.

**BUDGET/FINANCIAL SUMMARY**

Increase line item 60-46050 (GLO Reimb) by \$300,000  
 Increase line item 60-560-9473 (TSF to Beach Access) by \$981,726  
 Increase line item 61-49090 (Transfers In) by \$981,726  
 Increase line item 61-543-9075-01 (Construction) by \$981,726

The current level of excess reserves in the Beach Maintenance fund is approximately \$1.8 million

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

15-2

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Brandon Hill, Shoreline Department Director

**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action to award bid for the development of Ocean Circle Beach Access to the lowest bidder, Gonzalez-De La Garza & Associates, LLC, in the amount of \$452,000.

**ITEM BACKGROUND**

The City of South Padre Island (City) proposes to construct a 6-ft wide ADA accessible dune walkover with a wash station, and a public beach access parking lot that will provide 26 public parking spaces and two additional ADA parking spaces for persons with disabilities, and also proposes to mitigate for any damages to dunes and dune vegetation that may occur and compensate both on and off-site for adverse effects to 14,529 square feet of dune vegetation and 175 cubic yards of sand.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

April 19, 2017

Mr. Brandon Hill  
Shoreline Management Director  
City of South Padre Island Shoreline Management  
4601 Padre Blvd  
South Padre Island, Texas 78597

Re: **Ocean Circle Beach Access Improvements**

Dear Mr. Hill:

Enclosed please find attached Bid Tabulation for the above referenced project. Two general contractors submitted bids to the City of South Padre on 04/17/17. Their information is attached herewith. The bidders' list with their total bid is given below:

	<b>Total Base Bid</b>	<b>Addendum 1</b>	<b>Bid Bond</b>
Gonzalez-De La Garza	\$ 452,000.00	Yes	Yes
Bryant Industrial Services	\$ 564,000.00	Yes	Yes

Gonzalez-De La Garza & Associates, LLC submitted the lowest bid for this project, meeting all of the requirements of the specifications. The Engineer's recommendation is to award the contract to Gonzalez-De La Garza & Associates, LLC for a base bid amount of \$452,000.00.

Please let me know if you have any questions regarding this matter.

Sincerely,  
I.C.E.



04/20/17



Jesus J. Jimenez, P.E., CFM, MSCE  
Project Manager

# Bid Tab

<b>Meeting Date: 04-17-2017</b>				
<b>Meeting Subject: Bid Opening - City of South Padre Ocean Circle Beach Access Improvements Project</b>				
<b>Client Name: City of South Padre Island</b>				
<b>Meeting Location: City of South Padre Island City Hall</b>				
Company	Base Bid	Acknowledge of Addendum 1	Bid Bond	
Gonzalez-De La Garza & Associates, LLC	\$ 452,000.00	Yes	Yes	
Bryant Industrial Services	\$ 564,000.00	Yes	Yes	
<b>COPIES TO:</b> <input checked="" type="checkbox"/> Client <input type="checkbox"/> Participants <input type="checkbox"/> Job File <input checked="" type="checkbox"/> ICE		<b>PREPARED BY:</b> International Consulting Engineers 555 N. Carancahua St. Suite 860 Corpus Christi, Tx 78401 (361)826-5805		
<b>Reviewed By: Jesus J. Jimenez, PE</b>				



16-3



TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

March 20, 2017

Via Electronic Mail

Brandon Hill  
Shoreline Management Department  
City of South Padre Island  
P.O. Box 3410  
South Padre Island, Texas 78597-3410

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

**Site Address:** Ocean Circle, South Padre Island  
**Legal Description:** Ocean Circle Public Beach Access  
**Lot Applicant:** City of South Padre Island c/o Brandon Hill  
**GLO ID No.:** BDSPI-17-0073

Dear Mr. Hill:

The General Land Office (GLO) has reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The permit application was submitted to the Beach Access and Dune Protection Program as part of a Coastal Management Program Grant Cycle 19 funded project entitled Ocean Circle Beach Access Improvements. The City of South Padre Island (City) proposes to construct a 6-ft wide ADA accessible dune walkover with a wash station, and a public beach access parking lot that will provide 26 public parking spaces and two additional ADA parking spaces for persons with disabilities. The City also proposes to mitigate for any damages to dunes and dune vegetation that may occur and compensate both on and off-site for adverse effects to 14,529 square feet of dune vegetation and 175 cubic yards of sand. According to the Bureau of Economic Geology, the area is accreting.

Based on the materials forwarded to our office for review, we have the following comments:

- The seaward terminus of the walkway should be restricted to the most landward point of the public beach<sup>1</sup> and should ensure that the walkover will not interfere with or otherwise restrict public use of the beach at normal high tides.<sup>2</sup>
- The City must ensure that the construction and maintenance of the proposed wash station will minimize impacts on natural hydrology and will not cause erosion of critical dune areas.<sup>3</sup>

<sup>1</sup> 31 Tex. Admin. Code § 15.7(g)(1).

<sup>2</sup> 31 Tex. Admin. Code § 15.7(g)(2).

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

16-4

- The deck of the walkway must be of sufficient elevation to allow for the growth of dune vegetation and the migration of dunes to the greatest extent practicable.<sup>4</sup>
- The dune walkover should be constructed to allow rain and sand to pass through the decking. The GLO recommends placing the slats that form the deck of the walkover at least ½-inch apart.
- The walkway height should be at least one to one and a half times its width (three feet minimum) to allow sunlight to reach vegetation underneath and allow for the migration of dunes.
- Concrete may not be used to stabilize the base of the pilings.<sup>5</sup>
- Off-site compensation is required to be located as close to the construction site as practicable.<sup>6</sup>
- The City shall locate restored dunes in the area extending no more than 20 feet seaward of the landward boundary of the public beach. The City shall ensure that the 20-foot restoration area follows the natural migration of the vegetation line.<sup>7</sup>
- The City shall not restore dunes, even within the 20-foot corridor, if such dunes would restrict or interfere with the public use of the beach at normal high tide.
- The City shall restore dunes to be continuous with any surrounding naturally formed dunes and shall approximate the natural position, contour, volume, elevation, vegetative cover, and sediment content of any naturally formed dunes in the proposed dune restoration area.
- The City shall restore dunes using indigenous vegetation that will achieve the same protective capability as the surrounding natural dunes.<sup>8</sup>
- Construction of the proposed dune walkover should conform to the GLO's guidelines provided in the Dune Protection and Improvement Manual for the Texas Gulf Coast; found on the GLO website at: <http://www.glo.texas.gov/coast/coastal-management/forms/files/dune-protection-manual-gpb.pdf>
- The City shall provide written notification to the GLO after determining that the mitigation and compensation is complete. The GLO may conduct a field inspection to verify compliance.<sup>9</sup>
- The 28 parking spaces created by the construction of the Ocean Circle parking lot must remain free and open to the public at all times for ingress and egress to and from the public beach, as provided for in the Open Beaches Act, 31 TAC 15.7(h), and as a condition of CMP grant funding.

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<sup>4</sup> 31 Tex. Admin. Code § 15.7(g)(3).

<sup>5</sup> 31 Tex. Admin. Code § 15.6(f)(3).

<sup>6</sup> 31 Tex. Admin. Code § 15.4(f)(4)(B)(ii).

<sup>7</sup> 31 Tex. Admin. Code § 15.7(e)(1).

<sup>8</sup> 31 Tex. Admin. Code § 15.7(e)(4).

<sup>9</sup> 31 Tex. Admin. Code § 15.4(g)(4).

16-5

March 20, 2017  
Page 3 of 3

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,

A handwritten signature in black ink that reads "Natalie Bell". The signature is written in a cursive style with a large, sweeping initial "N".

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

16-6

## MEMORANDUM

TO: Shoreline Task Force  
Natalie Bell, General Land Office  
FROM: Brandon N. Hill, Shoreline Management Department Project and Program Manager  
DATE: February 15, 2017  
RE: Walkover at Ocean Circle

The city has received CMP funding in order to construct this walkover. The engineering for this walkover seek to achieve compliance with the GLO beach and dune handbook while maintaining ADA accessibility. The areas that will be impacted are outlined in the project description and mitigation plan and will be mitigated for 1:1.

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. [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 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 the City's *Dune Protection and Beach Renourishment and Access Plan* [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.
2. The proposed activity will not result in run-off or drainage patterns that aggravate erosion on and off the site.
3. The proposed activity will cause no changes to the existing dune hydrology east of the Historic Building Line.
4. The proposed activity will result in minimal adverse effects on dune vegetation. These effects will be mitigated through the actions outlined in the attached mitigation plan.
5. The proposed activity will not significantly increase the potential for washover or blowouts.



Brandon N. Hill

### **Project Mitigation Overview**

The city is pleased to propose the development of the Ocean beach access. This is currently a completely undeveloped lot that provides no unencumbered access. There is currently no even a trail where the vegetation has been stepped on.

We propose the construction of a parking lot (capacity 28 vehicles) 10,652 ft<sup>2</sup> in size, a sidewalk that will measure 1,791 ft<sup>2</sup> as well as 2,086 ft<sup>2</sup> of landscaping. This gives us a total impact of 14,529 ft<sup>2</sup> dune vegetation. The city proposes mitigating this vegetative impact by transplanting as many of the impacted plants as can be safely and successfully moved. What cannot be mitigated by transplanting will be mitigated by purchasing culms of bitter panicum and sea oats. Utilizing both of these methods the city dedicates to plant 14,529 ft<sup>2</sup> worth of vegetation as close to the impacted site as possible. The impact on sand volume will result in 175 cubic yards of sand that will be moved. This amount of sand will be transported to the front of the property and placed as an extension of the properties foredune structure. This will be achieved without encroaching upon the public aerial beach.

### **Deliverables**

The city shall mitigate all impacts on a 1:1 basis, sedimentary and vegetative alike.

The city will provide before, during and after photographs of the planting areas.

The city will provide the GLO with a final report once the project is completed.

# Ocean Circle Beach Access Mitigation Zones

Zone C  
Approx. 3,600 sq. ft.

Zone B  
Approx. 4,000 sq. ft.

Zone A  
Approx. 7,240 sq. ft.

Zone D Alternative  
Approx. 1,380 sq. ft.

Totals A-C 14,840 Sq. ft.  
Totals A-D 16,220 Sq. ft.

Google Earth

© 2016 Google

26°05'51.78"N 157°09'44.61"W elev. 4 ft eye alt. 1464 ft

12:21 PM  
2/28/2017

16-9

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

**MEETING DATE:** May 3, 2017

**NAME & TITLE:** Brandon Hill, Shoreline Department Director

**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action to award bid to construct a sidewalk and dune walkover at Seaside Circle Beach Access to the lowest bidder, Willis Development LLC, in the amount of \$298,690.20.

**ITEM BACKGROUND**

The City of South Padre Island (City) proposes to construct a concrete sidewalk with a retaining wall leading up to a 6-ft wide ADA accessible dune walkover with a wash station. The City also proposes to mitigate for adverse effects to 5 square feet of dune vegetation and 16 cubic feet of sand.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

April 13, 2017

Mr. Brandon Hill  
Shoreline Management Director  
City of South Padre Island Shoreline Management  
4601 Padre Blvd  
South Padre Island, Texas 78597

Re: **Seaside Circle Beach Access Improvements**

Dear Mr. Hill:

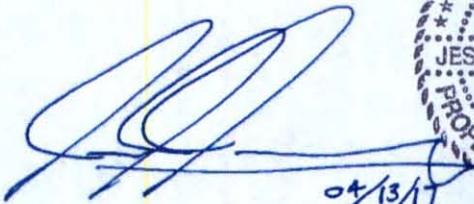
Enclosed please find attached Bid Summary for the above referenced project. Two general contractors submitted bids to the City of South Padre on 04/10/17. Their information is attached herewith. The bidders' list with their total bid is given below:

	<b>Total Base Bid</b>	<b>Addendum 1</b>	<b>Bid Bond</b>
Willis Development, LLC	\$ 298,690.20	Yes	Yes
Bryant Industrial Services	\$ 307,000.00	No	Yes

Willis Development, LLC submitted the lowest bid for this project, meeting all of the requirements of the specifications. The Engineer's recommendation is to award the contract to Willis Development, LLC for a base bid of \$298,690.20.

Please let me know if you have any questions regarding this matter.

Sincerely,  
**I.C.E.**



04/13/17

Jesus J. Jimenez, P.E., CFM, MSCE  
Project Manager



# Bid Tab

<b>Meeting Date: 04-10-2017</b>				
<b>Meeting Subject: Bid Opening - City of South Padre Seaside Circle Beach Access Improvements Project</b>				
<b>Client Name: City of South Padre</b>				
<b>Meeting Location: City of South Padre Island City Hall</b>				
Company	Base Bid	Acknowledge of Addendum 1	Bid Bond	
Willis Development, LLC	\$ 298,690.20	Yes	Yes	
Bryant Industrial Services	\$ 307,000.00	No	Yes	
<b>COPIES TO:</b> <input checked="" type="checkbox"/> Client <input type="checkbox"/> Participants <input type="checkbox"/> Job File <input checked="" type="checkbox"/> ICE		<b>PREPARED BY:</b> International Consulting Engineers 555 N. Carancahua St. Suite 860 Corpus Christi, Tx 78401 (361)826-5805		
<b>Reviewed By: Jesus J. Jimenez, PE</b>				



17-3

**MEMORANDUM**

TO: Shoreline Task Force  
Natalie Bell, General Land Office  
FROM: Brandon N. Hill, Shoreline Management Department Project and Program Manager  
DATE: February 15, 2017  
RE: Walkover at Seaside Circle

The city has received CMP funding in order to construct this walkover. The engineering for this walkover seek to achieve compliance with the GLO beach and dune handbook while maintaining ADA accessibility. There is a very small area of dune that will be impacted and it will be mitigated for 1:1.

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. [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 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 the City's *Dune Protection and Beach Renourishment and Access Plan* [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.
2. The proposed activity will not result in run-off or drainage patterns that aggravate erosion on and off the site.
3. The proposed activity will cause no changes to the existing dune hydrology east of the Historic Building Line.
4. The proposed activity will result in minimal adverse effects on dune vegetation. These effects will be mitigated through the actions outlined in the attached mitigation plan.
5. The proposed activity will not significantly increase the potential for washover or blowouts.



Brandon N. Hill

Seaside mitigation plan:

The City of South Padre Island seeks to build a walkover where one stood several years ago but was removed due to age. The footprint will fall where the previous walkover existed and a sandy walkway currently exists. The walkover has been designed to meet ADA standards and minimize the impact on the dunes. At every point in the walkover it has been kept as far off of the beach as physically possible. This has resulted in an impact as miniscule as possible. The projected impact for this construction will be 5 ft<sup>2</sup> of vegetation and 7.5 ft<sup>3</sup> of sand.

This impact has been minimized as is apparent by its scope. It will be mitigated on site and 1:1. The City of South Padre proposes adding the impacted amount of sand and vegetation to the foredune on location. This will serve to continue establishing our vegetated foredune line along the city's length.

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

**MEETING DATE:** May 3, 2017

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

**DEPARTMENT:** Public Works

**ITEM**

Discussion and action to award the bid for the west Aries Drive and west Verna Jean Drive Widening Improvements project to the low bidder, G&T Paving, LLC, in the amount of \$158,811.74.

**ITEM BACKGROUND**

The Polaris Street Boat Ramp is heavily used free boat ramp. On January 18, 2017, City Council meeting it was approved to use public right-of-way for parking and W. Aries Dr and W. Verna Jean Dr were selected to meet the boat parking needs of the Polaris Street Boat Ramp. On the February 1, 2017, City Council meeting a budget amendment of \$266,000 was approved for the improvement of these roads. On April 21, 2017, four bids were received and opened for this project. See attached tabulation. The engineering for this project is \$12,663.40 and lab testing is estimated at \$8,223.00; for a total project cost of \$179,698.14.

**BUDGET/FINANCIAL SUMMARY**

Approved February 1, 2017 in the amount of an additional \$266,000, bringing the total of the Overall Street Improvement Budget to \$416,014.00

Projects	Estimated (Including Eng & Testing)	Progress
W. Polaris	\$ 87,469.15	Completed
W. Morningside Drainage	\$ 63,219.02	Commenced.
W. Aries & Verna Jean Dr.	\$179,698.14	To be Awarded
Total	\$330,386.31	

Remaining Budget = \$85,627.69

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve low bidder as presented.

**W. ARIES & VERNA JEAN DR WIDENING PROJECT**

April 20, 2017 10:00am

				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		ENGINEER'S ESTIMATE	
				FOREMOST PAVING, INC P.O. BOX 29 WESLACO, TX 78599		G&T PAVING 2005 MERCEDES RD BROWNSVILLE, TX 78520		RML HAULING P.O. BOX 3293 BROWNSVILLE, TX 78523		JIMMY CLOSNER & SONS P.O. BOX 170 MERCEDES, TX 78570		SCF CONSULTING, LLC	
Base Bid													
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>MOBILIZATION</b>													
1	Mobilization, Storage including Construction Barricades and Signage	1	LS	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
<b>W. ARIES DRIVE</b>													
1	Sawcut Existing Asphalt Pavement	70	LF	\$14.00	\$980.00	\$1.50	\$105.00	\$2.25	\$157.50	\$10.00	\$700.00	\$2.00	\$140.00
2	Sawcut Existing Concrete or Brick Paver Driveway and Sidewalks	174	LF	\$8.00	\$1,392.00	\$1.50	\$261.00	\$2.75	\$478.50	\$15.00	\$2,610.00	\$4.00	\$696.00
3	Clearing, Grubbing, Demolition of Existing Driveways and Road, including Asphalt, Base and Subbase	1739	SY	\$8.00	\$13,912.00	\$4.25	\$7,390.75	\$4.65	\$8,086.35	\$10.00	\$17,390.00	\$4.75	\$8,260.25
4	Removing Palm Trees	3	EA	\$1,800.00	\$5,400.00	\$350.00	\$1,050.00	\$650.00	\$1,950.00	\$450.00	\$1,350.00	\$1,000.00	\$3,000.00
5	Prepare, Cut to Grade and Compact Existing Subgrade, Including Proof Rolling	1367	SY	\$10.00	\$13,670.00	\$3.99	\$5,454.33	\$4.25	\$5,809.75	\$10.00	\$13,670.00	\$3.50	\$4,784.50
6	Furnish, Place and Compact Limestone base (Depth of 5-inches)	1198	SY	\$17.00	\$20,366.00	\$13.50	\$16,173.00	\$13.25	\$15,873.50	\$16.00	\$19,168.00	\$14.00	\$16,772.00
7	Furnish, Place and Compact 2-inch thick HMAC Pavement, Type-D, Including Prime Coat @ 0.2 Gal/S.y.	1198	SY	\$19.00	\$22,762.00	\$12.99	\$15,562.02	\$12.00	\$14,376.00	\$13.80	\$16,532.40	\$14.00	\$16,772.00
8	Construct 6-inch Concrete Curb Return with Intergal Curb	315	SF	\$14.00	\$4,410.00	\$9.00	\$2,835.00	\$12.00	\$3,780.00	\$20.00	\$6,300.00	\$8.00	\$2,520.00
9	Install 4-inch Thick A.D.A. Compliant Concrete Sidewalk and Driveways	3087	SF	\$8.00	\$24,696.00	\$6.00	\$18,522.00	\$7.58	\$23,399.46	\$9.00	\$27,783.00	\$6.50	\$20,065.50
10	Construct Concrete Flume including removal of existing material and exposing existing pipe	2	EA	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,900.00	\$3,800.00	\$1,000.00	\$2,000.00	\$450.00	\$900.00
11	Install 2-foot curb and gutter	725	LF	\$20.00	\$14,500.00	\$13.00	\$9,425.00	\$14.00	\$10,150.00	\$15.00	\$10,875.00	\$13.00	\$9,425.00
12	Striping	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,850.00	\$2,850.00	\$1,800.00	\$1,800.00	\$900.00	\$900.00
<b>W. Verna Jean</b>													
1	Sawcut Existing Asphalt Pavement	953	LF	\$7.00	\$6,671.00	\$1.50	\$1,429.50	\$2.25	\$2,144.25	\$10.00	\$9,530.00	\$2.00	\$1,906.00
2	Sawcut Existing Concrete Driveways	106	LF	\$8.00	\$848.00	\$1.50	\$159.00	\$2.75	\$291.50	\$15.00	\$1,590.00	\$4.50	\$477.00
3	Clearing, Grubbing, Demolition of Existing Road	1359	SY	\$8.00	\$10,872.00	\$4.25	\$5,775.75	\$4.65	\$6,319.35	\$10.00	\$13,590.00	\$4.75	\$6,455.25
4	Removing Palm Trees	1	EA	\$1,800.00	\$1,800.00	\$350.00	\$350.00	\$650.00	\$650.00	\$450.00	\$450.00	\$1,000.00	\$1,000.00
5	Prepare, Cut to Grade and Compact Existing Subgrade	1010	SY	\$10.00	\$10,100.00	\$3.99	\$4,029.90	\$4.25	\$4,292.50	\$10.00	\$10,100.00	\$3.50	\$3,535.00
6	Furnish and Install Tensar Geo-Grid	751	SY	\$6.00	\$4,506.00	\$4.50	\$3,379.50	\$5.25	\$3,942.75	\$6.00	\$4,506.00	\$4.00	\$3,004.00
7	Furnish, Place and Compact Limestone base (Depth of 5-inches)	751	SY	\$17.00	\$12,767.00	\$13.50	\$10,138.50	\$13.25	\$9,950.75	\$16.00	\$12,016.00	\$14.00	\$10,514.00
8	Furnish, Place and Compact 2-inch thick HMAC Pavement, Type-D, Including Prime Coat @ 0.2 Gal/S.y.	751	SY	\$19.00	\$14,269.00	\$12.99	\$9,755.49	\$12.00	\$9,012.00	\$13.80	\$10,363.80	\$14.00	\$10,514.00
9	Install 4-inch Thick A.D.A. Compliant Concrete Sidewalk and Driveways	3029	SF	\$8.00	\$24,232.00	\$6.00	\$18,174.00	\$7.58	\$22,959.82	\$9.00	\$27,261.00	\$6.50	\$19,688.50
10	Install 8-foot section of 8-inch PVC Pipe Under Sidewalk	1	EA	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$950.00	\$950.00	\$480.00	\$480.00	\$125.00	\$125.00
11	Install 2-foot curb and gutter	934	LF	\$20.00	\$18,680.00	\$13.00	\$12,142.00	\$14.00	\$13,076.00	\$15.00	\$14,010.00	\$13.00	\$12,142.00
12	Striping	1	LS	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$3,750.00	\$3,750.00	\$2,760.00	\$2,760.00	\$1,200.00	\$1,200.00
<b>Base Bid Total</b>					<b>\$249,933.00</b>		<b>\$158,811.74</b>		<b>\$174,549.98</b>		<b>\$238,835.20</b>		<b>\$159,796.00</b>

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

**MEETING DATE:** May 3, 2017  
**NAME & TITLE:** Susan Guthrie, City Manager  
**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to appoint Assistant City Attorney Kathy Cunningham as the City Attorney.

**ITEM BACKGROUND**

With the passing of our City Attorney, Paul Y. Cunningham, Jr., I would like to official move Kathy Cunningham into the City Attorney position as she has been performing in that capacity.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**