

**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, AUGUST 7, 2019**  
5:30 P.M. AT THE MUNICIPAL BUILDING,  
CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

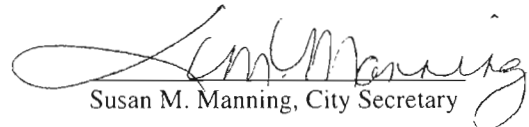
1. Call to order
2. Pledge of Allegiance and Texas Pledge
3. **Public Comments and Announcements:** *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [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. Presentation: Monica's House Program
  - b. Presentation: Lower Rio Grande Valley Texas Pollutant Discharge Elimination System Stormwater Task Force
5. **Approve Consent Agenda:**
  - a. Approve minutes of July 17, 2019 workshop and regular meeting. (Manning)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve Quarterly Investment reports for quarter ending March 31, 2019 and June 30, 2019 as prepared by Valley View Consulting, L.L.C. (Gimenez)
  - d. Approve changes to the Investment Policy for the City of South Padre Island and the South Padre Island Economic Development Corporation in accordance to the Public Funds Investment Act.
  - e. Approve Resolution No. 2019-29 for the temporary closure of Park Road 100 (Padre Boulevard) for the 2019 Walk for Women Breast Cancer Awareness Walk on Sunday, October 13, 2019. (Huffman)
  - f. Approve Resolution No. 2019-30 for the temporary closure of Park Road 100 (Padre Boulevard) for the 2019 South Padre Island Beach 13.1K and Relay on Saturday, November 9, 2019. (Huffman)
  - g. Approve Resolution No. 2019-31 regarding AEP Texas Inc.'s requested increase to its electric transmission and distribution rates and charges within the city should be denied and that the City's reasonable rate case expenses shall be reimbursed by the company. (Smith)
  - h. Approve a budget amendment in the amount of \$6,500 for Police Department beach patrol temporary employees. (O'Carroll)

- i. Approve excused absence request from Council Member Kerry Schwartz from the August 7, 2019 regular meeting. (Schwartz)
6. Discussion and possible action to approve Resolution No. 2019-32, Inter-local Agreement and Cooperation Agreement with Cameron County for the Establishment and Participation in Securing Urban County Designation pursuant to the U.S. Housing and Urban Development Community Development Block Grant Program (CDBG); and appoint a member of City Council to serve on the Urban County Program Consortium Advisory Committee. (Medders/McNulty)
7. Discussion and possible action to approve and authorize the Mayor to sign the Letter of Support for the SH 550 Corridor Project in Cameron County by the Cameron County Regional Mobility Authority (CCRMA) in partnership with Texas Department of Transportation (TxDOT). (McNulty)
8. Discussion and possible action to approve and authorize the Mayor to sign a letter opposing rate increases in premiums to Texas Windstorm Insurance policyholders. (McNulty/Smith)
9. Discussion and action to appoint members to the Golf Cart Steering Committee, which was created to address and give recommendations on issues regarding golf carts. (Ricco/Schwartz)
10. Discussion and action to approve adding two to four at-large members to the Comprehensive Plan Steering Committee. (McNulty)
11. Discussion and action to appoint a member to fill a vacancy on the Special Events Committee. (Council)
12. Discussion and action on portable restroom survey questions for community review. (Boburka)
13. Discussion and action to proceed or make changes to the proposed Palm Street Boat Ramp. (Boburka)
14. Discussion and action to proceed or make changes to the proposed Sunset Beach Access. (Boburka)
15. Update and discussion regarding utility easements. (Dalton/Baldovinos)
16. PUBLIC HEARING: to discuss the proposed 2019/2020 property tax rate for the City of South Padre Island. (Gimenez)
17. PUBLIC HEARING: to discuss the proposed 2019/2020 - 2023/2024 Capital Improvement Plan (CIP). Delgado

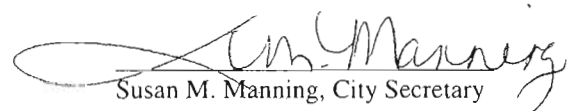
18. Discussion and action to approve the advertising agency services agreement with The Atkins Group for fiscal year 2019-20 and authorize the City Manager to sign the contract. (Caum)
19. Discussion and action to approve a budget amendment in the amount of \$156,836 to allocate funds in the Transit Department. (Arriaga)
20. Discussion and action to approve an amendment for project grant agreement BBF (Bus and Bus Facilities) 1901 in the amount of \$53,753 and authorize the City Manager to enter into grant agreement. (Arriaga)
21. Discussion and action to approve Kimley-Horn Change Order No. 2 in the amount of \$41,371.68 for Side Street Improvements (Phase I) and approve budget amendment for same amount. (Sanchez)
22. Discussion and action to approve Order of General Election for Municipalities for the November 5, 2019 general election for the purpose of electing two Council Members (Place 1 and Place 2). (Manning)
23. Discussion and action to approve Resolution No. 2019-33 establishing procedures for a general election to be held on November 5, 2019 for the purpose of electing two Council Members (Place 1 and Place 2). (Manning)
24. EXECUTIVE SESSION: Pursuant to Section 551.072, Deliberations about Real Property, to discuss:
  - a. Real estate purchase/acquisition.
25. Adjourn.

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

DATED THIS THE 2<sup>ND</sup> DAY OF AUGUST 2019

  
Susan M. Manning, 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 **AUGUST 2, 2019**, 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. Manning, City Secretary



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

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

**MEETING DATE:** August 7, 2019

**ITEM DESCRIPTION**

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

Items to be considered are:

- a. Approve minutes of July 17, 2019 workshop and regular meeting. (Manning)
- b. Approve invoices for payment. (Gimenez)
- c. Approve Quarterly Investment reports for quarter ending March 31, 2019 and June 30, 2019 as prepared by Valley View Consulting, L.L.C. (Gimenez)
- d. Approve changes to the Investment Policy for the City of South Padre Island and the South Padre Island Economic Development Corporation in accordance to the Public Funds Investment Act.
- e. Approve Resolution No. 2019-29 for the temporary closure of Park Road 100 (Padre Boulevard) for the 2019 Walk for Women Breast Cancer Awareness Walk on Sunday, October 13, 2019. (Huffman)
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- g. Approve Resolution No. 2019-31 regarding AEP Texas Inc.'s requested increase to its electric transmission and distribution rates and charges within the city should be denied and that the City's reasonable rate case expenses shall be reimbursed by the company. (Smith)
- h. Approve a budget amendment in the amount of \$6,500 for Police Department beach patrol temporary employees. (O'Carroll)
- i. Approve excused absence request from Council Member Kerry Schwartz from the August 7, 2019 regular meeting. (Schwartz)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda

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

**MEETING DATE:** August 7, 2019

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

**DEPARTMENT:** City Manager's Office

**ITEM**

Approve the minutes of July 17, 2019 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, JULY 17, 2019**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a workshop on Wednesday, 17, 2019 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Stahl called the workshop to order at 4:00 p.m. A full quorum was present: Mayor Dennis Stahl, Council Members Ken Medders, Jr., Kerry Schwartz, Joe Ricco, Alita Bagley and Eva-Jean Dalton.

City staff members present were City Manager Randy Smith, Chief Financial Officer Rodrigo Gimenez, Public Works Director Alex Sanchez, Administrative Services Director Wendi Delgado, Fire Chief Doug Fowler, Environmental Health Director Victor Baldovinos, CVB Director Ed Caum, Planning Director Aaron Hanley, Director of Research Marketing & Analytics Michael Flores, CVB Accountant/Office Manager Lori Moore, Information Technology Director Mark Shellard, Public Information Officer Angelique Soto and City Secretary Susan Manning.

**II. PLEDGE OF ALLEGIANCE**

Mayor Stahl led the Pledge of Allegiance and the Texas Pledge.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS**

None.

**IV. DISCUSSION REGARDING FISCAL YEAR 2019-2020 BUDGET. (GIMENEZ)**

- a. HOTEL/MOTEL OCCUPANCY TAX FUND (FUND 02).**
- b. CONVENTION CENTRE FUND (FUND 06).**

Chief Financial Officer Rodrigo Gimenez presented the proposed fiscal year 2019-20 budget for the Hotel/Motel Occupancy Tax Fund and Convention Centre Fund highlighting revenues in excess of expenditures, local occupancy tax revenues and expenditures for each fund.

**V. REVIEW PROJECTS FOR THE CAPITAL IMPROVEMENT PLAN (CIP). (DELGADO)**

Administrative Services Director/Interim ACM Wendi Delgado reviewed the Capital Improvement Plan (CIP) and the projects that were previously ranked.

VI. **ADJOURN.**

There being no further discussion, Mayor Stahl adjourned the workshop at 4:33 p.m.

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Susan M. Manning, City Secretary

APPROVED

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Dennis Stahl, Mayor

DRAFT

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

**WEDNESDAY, JULY 17, 2019**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, July 17, 2019 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Stahl called the meeting to order at 5:30 p.m. A full quorum was present: Mayor Dennis Stahl, Council Members Ken Medders, Jr., Kerry Schwartz, Joe Ricco, Alita Bagley and Eva-Jean Dalton. After the Oath of Office was given, Patrick McNulty replaced Dennis Stahl as Mayor.

City staff members present were City Manager Randy Smith, Chief Financial Officer Rodrigo Gimenez, Public Works Director Alex Sanchez, Administrative Services Director Wendi Delgado, Fire Chief Doug Fowler, Environmental Health Director Victor Baldovinos, CVB Director Ed Caum, Planning Director Aaron Hanley, Interim Chief of Police Claudine O'Carroll, Assistant Public Works Director Jon Wilson, Information Technology Director Mark Shellard, Public Information Officer Angelique Soto, Police Lieutenant Juan Herrera, Sr. Police Sergeant Gilbert Silva, Sergeant Jorge Vasquez, Municipal Court Administrator Crystal Vasquez, Grant & Special Projects Administrator Erika Hughston and City Secretary Susan Manning.

**II. PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE**

Mayor Stahl led the Pledge of Allegiance and Texas Pledge.

**III. INSTALLATION AND ADMINISTRATION OF OATHS TO NEWLY ELECTED OFFICIALS:**

**a. NEWLY ELECTED MAYOR – PATRICK MCNULTY**

City Manager Randy Smith administered the oath of office to the newly elected Mayor Patrick McNulty. Mayor McNulty then took his seat on the dais.

**IV. RECOGNITION OF OUT-GOING MAYOR DENNIS STAHL.**

Mayor McNulty gave recognition to outgoing Dennis Stahl and thanked him for his service. Mayor McNulty presented Dennis Stahl with an appreciation plaque.

**V. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

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**VI. PRESENTATIONS AND PROCLAMATIONS:**

**A. PRESENTATION: RECOGNITION OF THE TAMIO (TEXAS ASSOCIATION OF MUNICIPAL INFORMATION OFFICERS) AWARD OF EXCELLENCE RECIPIENT**

Public Information Officer Nikki Soto was the recipient of the 2019 TAMIO Award of Excellence for Cities under 65,000.

**VII. APPROVE CONSENT AGENDA:**

Council Member Medders made a motion, seconded by Council Member Dalton to approve the Consent Agenda. Motion carried on a 5 to 0 vote with Mayor McNulty abstaining from Item 5A.

**A. APPROVE MINUTES OF JUNE 19, 2019 WORKSHOP AND REGULAR MEETING, JULY 10, 2019 SPECIAL MEETING. (MANNING)**

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

Invoices approved for payment were paid by General Fund checks numbered 144754 through 144964 and EFT payments totaling \$1,010,917.47.

**C. APPROVE A BUDGET AMENDMENT FOR \$7,000 FOR PROFESSIONAL SERVICES TO CONDUCT PHASE 2 (FINAL PHASE) OF THE INTERNAL MUNICIPAL COURT AUDIT. (VASQUEZ/DELGADO)**

**D. APPROVE AN EXCUSED ABSENCE FOR COUNCIL MEMBER KERRY SCHWARTZ FROM THE JULY 10, 2019 SPECIAL MEETING. (SCHWARTZ)**

**E. APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 19-10 AMENDING CHAPTER 4 BY REPEALING AND REPLACING SECTION 4-17 AND 4-18 TO PROVIDE REGULATIONS REGARDING SUBSTANDARD STRUCTURES, CREATE A REVIEW BOARD TO PROVIDE FOR PUBLIC HEARINGS AND REMEDIATION REGARDING THE SAME AND DEALING WITH RELATED MATTERS. (HANLEY/TRAVIS)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 19-10, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**VIII. DISCUSSION AND ACTION TO APPROVE THE SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT CORPORATION'S ANNUAL BUDGET FOR FISCAL YEAR 2019/20. (FURCRON)**

56

After a presentation of the proposed Economic Development Corporation's (EDC) annual Budget by EDC President Mickey Furcron, Council Member Schwartz made a motion to approve the EDC budget as presented. Motion was seconded by Council Member Bagley, which passed unanimously.

**IX. DISCUSSION AND ACTION TO PROHIBIT SOUND DEVICES THAT EMIT NOISE, SUCH AS BLUE TOOTH, STEREO SYSTEMS ON COMMERCIAL/RENTAL GOLF CARTS WITHIN THE CITY LIMITS. (RICCO/SCHWARTZ)**

After much discussion, Council Member Ricco made a motion to ban all sound omitting devices, including but not limited to radios, Bluetooth receivers, CD players and all speaker systems from all rental golf carts and personal play vehicles as described under the Texas Transportation Code. Council Member Schwartz seconded the motion which passed on a 4 to 2 vote with Council Members Bagley and Dalton casting a nay vote.

**X. DISCUSSION AND ACTION TO REGULATE AND LIMIT THE NUMBER OF MOTORIZED GOLF CART RENTAL LICENSE PLATES ISSUED FOR COMMERCIAL RENTAL. (RICCO/SCHWARTZ)**

Council Member Ricco made a motion, seconded by Council Medders to set up a committee consisting of two Council Members, two members of the Police Department, two golf cart owner operators and two members of local resident property owners to meet in the next 30 days to recommend to the Council a maximum number of commercial plates to be issued and recommend any changes to the process of registration that will assist the Police Department to identify rental and privately owned golf carts. Motion passed on a 5 to 1 vote with Council Member Bagley casting a nay vote.

**XI. DISCUSSION AND ACTION TO APPROVE A BUDGET AMENDMENT TO ALLOCATE FUNDS IN THE AMOUNT OF \$500,000 TO REFLECT THE GRANT RECEIVED FROM TEXAS PARKS AND WILDLIFE TO COMPLETE PHASE II OF JOHN L. TOMPKINS PARK. (HUFFMAN)**

Council Member Bagley made a motion to approve the budget amendment in the amount of \$500,000 from the Texas Parks & Wildlife grant to complete Phase II of the John L. Tompkins Park. Motion was seconded by Council Member Schwartz, which carried on a unanimous vote.

**XII. DISCUSSION AND ACTION TO PROCEED WITH REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR THE SKATEPARK PORTION OF THE JOHN L. TOMPKINS PARK PHASE II. (HANLEY/SCHWARTZ/HUFFMAN)**

This item was pulled.

**XIII. DISCUSSION AND ACTION TO PROCEED OR MAKE CHANGES TO THE PROPOSED PALM STREET BOAT RAMP AND SUNSET BEACH ACCESS**

5-7

**PROJECTS (TABLED FROM THE JUNE 19, 2019 COUNCIL MEETING).  
(BOBURKA)**

This item was pulled.

**XIV. DISCUSSION AND ACTION TO APPROVE A THREE-YEAR CONTRACT TERM WITH PRO WATERCROSS AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT. (CAUM)**

Council Member Ricco made a motion, seconded by Council Member Medders to approve a three-year contract with Pro WaterCross and authorize the City Manager to sign contract. Motion passed unanimously.

**XV. DISCUSSION AND ACTION TO APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$49,999.55 FOR THE REPLACEMENT OF THREE VIRTUALIZATION SERVERS AND BACKUP HARDWARE AND ASSOCIATED SOFTWARE. (SHELLARD)**

Council Member Schwartz made a motion to approve a budget amendment in the amount of \$49,999.55 to replace three virtualization servers with associated hardware and software. Motion was seconded by Council Member Bagley, which carried unanimously.

**XVI. ADJOURN.**

There being no further business, Mayor McNulty adjourned the meeting at 7:11 p.m.

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Susan M. Manning, City Secretary

APPROVED

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Patrick McNulty, Mayor

5-8

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Rodrigo Gimenez, Chief Financial Officer

**DEPARTMENT:** Finance Department

**ITEM**

Approve invoices for payment by General Fund checks numbered 144965 through 145114 and EFT payments totaling \$871,055.08.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve payments.

5-9

7/30/2019 3:47 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 1

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002434	CINDY BOUDLOCHE	I-DWE201907226464	01 2469	DEBTORS WAGE :	CASE NO 16-10432	145024	1,492.15
						VENDOR 01-002434 TOTALS	1,492.15
01-003185	OFFICE OF THE ATTY GEN	I-C10201907226464	01 2473	CHILD SUPPORT:	A/N 2004094864B	001264	364.15
01-003185	OFFICE OF THE ATTY GEN	I-C1C201907226464	01 2473	CHILD SUPPORT:	ORDER NO 2015-DCL-56	001264	339.23
01-003185	OFFICE OF THE ATTY GEN	I-C1Q201907226464	01 2473	CHILD SUPPORT:	CS 2014-DCL-08362	001264	191.54
01-003185	OFFICE OF THE ATTY GEN	I-C1R201907226464	01 2473	CHILD SUPPORT:	ORDER NO 08-1471	001264	429.23
01-003185	OFFICE OF THE ATTY GEN	I-C21201907226464	01 2473	CHILD SUPPORT:	A/N 0011549506	001264	369.23
01-003185	OFFICE OF THE ATTY GEN	I-C24201907226464	01 2473	CHILD SUPPORT:	A/N 0011488748	001264	259.28
01-003185	OFFICE OF THE ATTY GEN	I-C3K201907226464	01 2473	CHILD SUPPORT:	ORDER 2012-DC3-00202	001264	256.15
01-003185	OFFICE OF THE ATTY GEN	I-C51201907226464	01 2473	CHILD SUPPORT:	A/N 0012375322	001264	294.33
01-003185	OFFICE OF THE ATTY GEN	I-C77201907226464	01 2473	CHILD SUPPORT:	A/N 0010353126	001264	159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201907226464	01 2473	CHILD SUPPORT:	ORDER #2012-DCL-0866	001264	410.77
01-003185	OFFICE OF THE ATTY GEN	I-C91201907226464	01 2473	CHILD SUPPORT:	AG 0012920905	001264	296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201907226464	01 2473	CHILD SUPPORT:	ORDER # 99125207D	001264	101.54
01-003185	OFFICE OF THE ATTY GEN	I-C95201907226464	01 2473	CHILD SUPPORT:	CASE #0013025749	001264	420.00
						VENDOR 01-003185 TOTALS	3,891.45
01-003444	CITIBANK	I-70319	01 2489	PURCHASING CA:	JUNE 2019 P CARD ACT	145072	90,832.53
						VENDOR 01-003444 TOTALS	90,832.53
01-007001	ANA GARZA	I-C04201907226464	01 2473	CHILD SUPPORT:	A/N 2003-03-1480-B	145035	194.88
						VENDOR 01-007001 TOTALS	194.88
01-018509	SAM'S CLUB DIRECT	I-072019	01 2492	SPIRIT COMMIT:	FOOD ITEMS	145098	293.25
						VENDOR 01-018509 TOTALS	293.25
01-019222	S.P.I. FIREFIGHTERS AS	I-72319	01 2472	FIREFIGHTERS :	ASSOCIATION DUES 7/2	145057	377.00
						VENDOR 01-019222 TOTALS	377.00
01-019327	SOUTH PADRE ISLAND PRO	I-72319	01 2487	POLICE DEPT A:	ASSOCIATION DUES 7/2	000326	75.00
						VENDOR 01-019327 TOTALS	75.00

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-024001	RICHARD J. YBARRA, M.D	C-71619	01 2428	OTHER PAYABLE:	STOP PYMT FEE CK# 14 145008		35.00-
						VENDOR 01-024001 TOTALS	35.00-
01-1	JOHN E. DIXON	I-072919	01 47046	ANIMAL/COMPOS:	JOHN E. DIXON: REFUN 145112		20.00
01-1	RETTEY CAPITAL LLP	I-71119	01 44057	LOT MOWS & LI:	RETTEY CAPITAL LLP: 145010		337.69
01-1	AYONG, LLC	I-72619	01 2416	PERFORMANCE G:	AYONG, LLC: REFUND O 145113		3,102.00
01-1	ROBERTO ORTEGA	I-72919	01 47046	ANIMAL/COMPOS:	ROBERTO ORTEGA: REFU 145114		20.00
						VENDOR 01-1 TOTALS	3,479.69
						DEPARTMENT	
						NON-DEPARTMENTAL	
						TOTAL:	100,600.95

7/30/2019 3:47 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	I-27359	01 511-0550-035	PATRICK MCNUL:	500 BUS CARDS P MCNU	145104	39.00
						VENDOR 01-020602 TOTALS	39.00
						DEPARTMENT 511 CITY COUNCIL TOTAL:	39.00

7/30/2019 3:47 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE	I-061319	01 512-0540	ADVERTISING	: DISPLAY AD: ORD 19-0 144991		120.00
VENDOR 01-016600 TOTALS							120.00
01-020045	TEXAS MUNICIPAL LEAGUE	I-61019	01 512-0551	DUES & MEMBER:	MEMBER SERV FEE 8/1/ 145062		1,437.00
VENDOR 01-020045 TOTALS							1,437.00
01-020602	TOUCAN GRAPHICS	I-27304	01 512-0101	OFFICE SUPPLI:	250 BUS. CARDS, SUSA 145066		29.00
VENDOR 01-020602 TOTALS							29.00

DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL: 1,586.00



REGULAR DEPARTMENT PAYMENT REPORT

VENDOR SET: 01 City of South Padre Island

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

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

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01-002248 GIOVANNI BOUQUET I-41919 01 513-0550 TRAVEL EXPENS: MILEAGE FOR MCALLEN 145023 147.50

VENDOR 01-002248 TOTALS 147.50

01-008169 MARIA HERRERA I-42419 01 513-0550 TRAVEL EXPENS: MILEAGE FOR MCALLEN 000344 154.06

VENDOR 01-008169 TOTALS 154.06

01-020602 TOUCAN GRAPHICS I-27369 01 513-0101 OFFICE SUPPLI: 250 BUS. CARDS: ANGI 145104 29.00

VENDOR 01-020602 TOTALS 29.00

DEPARTMENT 513 FINANCE DEPARTMENT TOTAL: 330.56

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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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001240	AISYS CONSULTING , LLC	I-4653	01 515-0410	MACHINERY & E:	REPAIR OF CITY COUNC	145076	2,800.00
					VENDOR 01-001240	TOTALS	2,800.00
01-004089	DEPT OF INFO RESOURCES	I-19060601N	01 515-0501	COMMUNICATION:	TEX-AN NG CHRGES JUN	000324	10.08
					VENDOR 01-004089	TOTALS	10.08
01-016677	PRO SOFTNET CORPORATIO	I-20049757	01 515-0415	SERVICE CONTR:	IDRIVE OVERUSAGE MAY	145052	554.00
01-016677	PRO SOFTNET CORPORATIO	I-20049807	01 515-0415	SERVICE CONTR:	IDRIVE DATA OVRAGE	145052	554.00
					VENDOR 01-016677	TOTALS	1,108.00
01-018524	WENDY SALDANA	I-71019	01 515-0550	TRAVEL EXPENS:	MILEAGE: ATTENDED HR	000318	74.24
					VENDOR 01-018524	TOTALS	74.24
01-019182	SMARTCOM TELEPHONE.LLC	I-070119	01 515-0415	SERVICE CONTR:	PT 2 PT RADIO CONNec	144994	223.12
					VENDOR 01-019182	TOTALS	223.12
01-019356	SOUTHERN COMPUTER WARE	I-IN-000586432	01 515-0410	MACHINERY & E:	FIREWALL FOR CITYHAL	145099	2,749.58
					VENDOR 01-019356	TOTALS	2,749.58
01-019502	AT&T	I-070319	01 515-0501	COMMUNICATION:	761-2792	145101	39.46
01-019502	AT&T	I-07319	01 515-0501	COMMUNICATION:	761-2819	145101	152.67
01-019502	AT&T	I-70319	01 515-0501	COMMUNICATION:	761-2424	145101	1,041.14
					VENDOR 01-019502	TOTALS	1,233.27
01-020185	TIME WARNER CABLE	I-0024491062819	01 515-0415	SERVICE CONTR:	SERV @4601 PADRE, 6/	144997	1,233.01
					VENDOR 01-020185	TOTALS	1,233.01
01-020644	T-MOBILE	I-71519	01 515-0501	COMMUNICATION:	DATA SERVICE	145105	1,530.47
					VENDOR 01-020644	TOTALS	1,530.47

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021098	UDEMY, INC.	I-5027	01 515-0415	SERVICE CONTR:	ONLINE LEARNING	145108	1,080.00
						VENDOR 01-021098 TOTALS	1,080.00

DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL: 12,041.77

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004048	DEER OAKS EAP SERVICES	I-COSPI19-07	01 516-0530	PROFESSIONAL	: 165- EAP SERVICES FO	145082	148.50
						VENDOR 01-004048 TOTALS	148.50
01-006101	FIRST CHECK	I-16783	01 516-0530	PROFESSIONAL	: PRE-EMPLOYMENT SCREE	145034	54.00
						VENDOR 01-006101 TOTALS	54.00
01-020235	TEXAS ALCOHOL & DRUG T	I-167323	01 516-0530	PROFESSIONAL	: DRUG/ALCOHOL SCREENI	145065	99.50
						VENDOR 01-020235 TOTALS	99.50
DEPARTMENT 516 HUMAN RESOURCES						TOTAL:	302.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 9

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008131	LUIS R. HERNANDEZ	I-62719	01 520-0530	PROFESSIONAL	: ALTERNATE JUDGE MAY-	145037	300.00
VENDOR 01-008131 TOTALS							300.00
01-015010	OFFICE DEPOT	I-329648200001	01 520-0101	OFFICE SUPPLI:	LABELS, ENV., PENS, E	145049	411.87
01-015010	OFFICE DEPOT	I-329650000001	01 520-0101	OFFICE SUPPLI:	2- EXP FILES	145049	40.78
VENDOR 01-015010 TOTALS							452.65
DEPARTMENT 520 MUNICIPAL COURT						TOTAL:	752.65

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004051	ERNEST DELGADO	I-71019	01 521-0550	TRAVEL EXPENS:	MEAL REIMBURSEMENT	7 145083	14.55
VENDOR 01-004051 TOTALS							14.55
01-007006	GT DISTRIBUTORS, INC.	I-INV0719355	01 521-0130	WEARING APPAR:	2- NAME BAR, O OLGUI	145086	21.90
VENDOR 01-007006 .TOTALS							21.90
01-023058	WHATABURGER	I-1200038	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	9.28
01-023058	WHATABURGER	I-1200040	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	13.92
01-023058	WHATABURGER	I-1200041	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	23.20
01-023058	WHATABURGER	I-1200043	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	145005	4.64
01-023058	WHATABURGER	I-1200191	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	145005	4.64
01-023058	WHATABURGER	I-1200192	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	13.92
01-023058	WHATABURGER	I-1200193	01 521-0571	FOOD FOR PRIS:	PRISONER ,MEAL	145005	4.64
01-023058	WHATABURGER	I-2300681	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	6.34
01-023058	WHATABURGER	I-2300685	01 521-0571	FOOD FOR PRIS:	PRISONER MEAL	145005	7.14
01-023058	WHATABURGER	I-2305633	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	9.28
01-023058	WHATABURGER	I-2306551	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	6.24
01-023058	WHATABURGER	I-2306555	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	12.68
01-023058	WHATABURGER	I-2309316	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	18.56
01-023058	WHATABURGER	I-2309321	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	9.28
01-023058	WHATABURGER	I-2309896	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	13.92
01-023058	WHATABURGER	I-2309904	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	18.56
01-023058	WHATABURGER	I-2310915	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	27.84
01-023058	WHATABURGER	I-2316696	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	7.76
01-023058	WHATABURGER	I-2316704	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	23.20
01-023058	WHATABURGER	I-2316748	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	9.28
01-023058	WHATABURGER	I-2317100	01 521-0571	FOOD FOR PRIS:	PRISONER MEALS	145005	13.92
VENDOR 01-023058 TOTALS							258.24
01-1	NASASP	I-16673	01 521-0551	DUES & MEMBER:	NASASP:MEMBERSHIP DU	145009	39.00
VENDOR 01-1 TOTALS							39.00
DEPARTMENT 521 POLICE DEPARTMENT						TOTAL:	333.69

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001022	AIRGAS, INC	I-9090586234	01 522-0114	MEDICAL SUPPL:	6 CYLINDER OXYGEN	145074	288.88
01-001022	AIRGAS, INC	I-9963186253	01 522-0114	MEDICAL SUPPL:	SM W 02 B OXYGEN AND	145074	455.21
VENDOR 01-001022 TOTALS							744.09
01-001948	B & E MEDICAL SUPPLY & I-15247		01 522-0114	MEDICAL SUPPL:	16- EPHINEPHRINE,	144970	458.20
VENDOR 01-001948 TOTALS							458.20
01-001976	MAXIMILIANO BALLESTERO I-072519		01 522-0550	TRAVEL EXPENS:	PER DIEM, FIRE ACADE	000343	684.00
VENDOR 01-001976 TOTALS							684.00
01-002073	REYNALDO BAZAN I-71119		01 522-0550	TRAVEL EXPENS:	PER DIEM TEEX JULY	000315	300.00
VENDOR 01-002073 TOTALS							300.00
01-002439	BOUND TREE MEDICAL,LLC I-63053073		01 522-0114	MEDICAL SUPPL:	MEDICAL SUPPLIES	145078	496.11
01-002439	BOUND TREE MEDICAL,LLC I-63060301		01 522-0114	MEDICAL SUPPL:	MEDICAL SUPPLIES	145078	125.86
01-002439	BOUND TREE MEDICAL,LLC I-63085563		01 522-0114	MEDICAL SUPPL:	NITROSTAT TABLETS	145078	417.86
01-002439	BOUND TREE MEDICAL,LLC I-6361871		01 522-0114	MEDICAL SUPPL:	ADULT MED SIZE MASKS	145078	357.48
VENDOR 01-002439 TOTALS							1,397.31
01-003444	CITIBANK I-70319		01 522-0513	TRAINING EXPE:	FIRE TRAINING CREDIT	145072	1,290.00-
VENDOR 01-003444 TOTALS							1,290.00-
01-004311	EMERGENCY MEDICAL PROD I-2063166		01 522-0114	MEDICAL SUPPL:	5-PWRHRT ADULT PADS,	145029	450.60
VENDOR 01-004311 TOTALS							450.60
01-004408	EVERARDO ESCOBEDO I-71119		01 522-0550	TRAVEL EXPENS:	PER DIEM TEEX JULY 2	000316	300.00
VENDOR 01-004408 TOTALS							300.00
01-008313	HENRY SCHEIN INC I-65276043		01 522-0114	MEDICAL SUPPL:	12/CN SNAI-HANDS ALC	145041	65.52
01-008313	HENRY SCHEIN INC I-66644139		01 522-0114	MEDICAL SUPPL:	2- LABETALOL HCL INJ	144982	17.72
VENDOR 01-008313 TOTALS							83.24

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013339	MICHAEL MOYER	I-072519	01	522-0550	TRAVEL EXPENS:	FIRE ACADEMY 7/31 -8	000346	684.00
						VENDOR 01-013339	TOTALS	684.00
01-013404	MOUNTAIN GLACIER, LLC	I-0301181149	01	522-0415	SERVICE CONTR:	BOTTLED WTR DEL. FIR	145046	20.98
						VENDOR 01-013404	TOTALS	20.98
01-013506	METRO FIRE APPARATUS S	I-141530-1	01	522-0130	WEARING APPAR:	1 PR 14" LTHR BOOT.	145047	375.00
						VENDOR 01-013506	TOTALS	375.00
01-015010	OFFICE DEPOT	I-338987936001	01	522-0101	OFFICE SUPPLI:	5 OK LAMINATING POU	144989	50.99
						VENDOR 01-015010	TOTALS	50.99
01-018509	SAM'S CLUB DIRECT	I-072019	01	522-0160	LAUNDRY & JAN:	CLEANING SUPPLIES	145098	176.34
01-018509	SAM'S CLUB DIRECT	I-072019	01	522-0170	DORM AND KITC:	CLEANING SUPPLIES	145098	164.08
01-018509	SAM'S CLUB DIRECT	I-072019	01	522-0113	BATTERIES :	CLEANING SUPPLIES	145098	21.98
						VENDOR 01-018509	TOTALS	362.40
01-020181	THYSSENKRUPP ELEVATOR	I-3004675045	01	522-0415	SERVICE CONTR:	MAINTENANCE FOR 7-1	144996	662.97
						VENDOR 01-020181	TOTALS	662.97
01-020767	JOSE TREVINO	I-71119	01	522-0550	TRAVEL EXPENS:	PER DIEM , TEEX JULY	000320	300.00
						VENDOR 01-020767	TOTALS	300.00
01-020823	SIMON TRUMAN	I-71119	01	522-0550	TRAVEL EXPENS:	PER DIEM TEEX JULY 2	000321	300.00
						VENDOR 01-020823	TOTALS	300.00
01-024001	RICHARD J. YBARRA, M.D	I-7544	01	522-0530	PROFESSIONAL :	Medical Director Fee	145008	1,000.00
						VENDOR 01-024001	TOTALS	1,000.00

DEPARTMENT 522 FIRE DEPARTMENT TOTAL: 6,883.78



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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001211	ALEX AVALOS PRINTING	I-71219	01 532-0118	PRINTING	: 1000 NOTICE OF VIOLA	144968	240.00
VENDOR 01-001211 TOTALS							240.00
01-006162	JUAN FLORES	I-0102601	01 532-0545	LOT MOWING	: MOWING @ 105 E. SWOR	000331	80.00
01-006162	JUAN FLORES	I-0102603	01 532-0545	LOT MOWING	: MOWING @ 112 E PARAD	000331	60.00
01-006162	JUAN FLORES	I-01026202	01 532-0545	LOT MOWING	: MOWING @ 107 E. REDS	000331	150.00
VENDOR 01-006162 TOTALS							290.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-08-19	01 532-0545	LOT MOWING	: MOWING @ 109 E. PIKE	000312	50.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-09-19	01 532-0545	LOT MOWING	: MOWING @ 126 E. ARIE	000312	55.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-10-19	01 532-0545	LOT MOWING	: MOWING @ 126 E. HUIS	000312	55.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-11-19	01 532-0545	LOT MOWING	: MOWING @ 125 E. ACAP	000312	65.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-12-19	01 532-0545	LOT MOWING	: MOWING @ 110 E OLEAN	000325	50.00
VENDOR 01-008133 TOTALS							275.00
01-015010	OFFICE DEPOT	I-339725574001	01 532-0101	OFFICE SUPPLI:	LASER JET PRINTER, 2	144989	459.98
01-015010	OFFICE DEPOT	I-343123729001	01 532-0150	MINOR TOOLS &:	1- 3P HP TONER FOR E	145049	268.58
VENDOR 01-015010 TOTALS							728.56
01-016600	PT ISABEL/SO PADRE PRE	I-62519	01 532-0540	ADVERTISING	: DISPLAY AD: CODE ENF	144991	225.00
VENDOR 01-016600 TOTALS							225.00
01-018509	SAM'S CLUB DIRECT	I-072019	01 532-0101	OFFICE SUPPLI:	GATERADE LITTER PATR	145098	168.52
VENDOR 01-018509 TOTALS							168.52

DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL: 1,927.08

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009147	INDUSTRIAL DISPOSAL SU	I-460464	01 540-0420-03	REPAIRS & MAI:	BROOM/GRIPPER ASSY,	145090	431.85
VENDOR 01-009147 TOTALS							431.85
01-012091	CINTAS CORP.	I-4025894847	01 540-0130	WEARING APPAR:	UNIFORMS FLEET	144985	21.67
01-012091	CINTAS CORP.	I-4026371790	01 540-0130	WEARING APPAR:	UNIFORMS, FLEET	145044	21.36
VENDOR 01-012091 TOTALS							43.03
01-021134	UNITED RENTALS (NORTH	I-154666463-020	01 540-0510	RENTAL OF EQU:	1 YEAR RENTAL-BACKHO	145109	1,775.07
VENDOR 01-021134 TOTALS							1,775.07
DEPARTMENT 540 FLEET MANAGEMENT						TOTAL:	2,249.95

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001349	PROTECTION 1 ALARM MON	I-129473219	01 541-0415	SERVICE CONTR:	FIRE INSPC. 7/27-8/2	144969	102.50
VENDOR 01-001349 TOTALS							102.50
01-007120	HELGESON PLUMBING, LLC	I-12796	01 541-0427	PLUMBING	: REPAIR TOILET IN JAI	144979	123.91
VENDOR 01-007120 TOTALS							123.91
01-008264	HOLT CAT	I-RIES31460010	01 541-0415	SERVICE CONTR:	EQUIP RENTAL 6/22-6/	144981	1,511.51
VENDOR 01-008264 TOTALS							1,511.51
01-012091	CINTAS CORP.	I-4025894847	01 541-0130	WEARING APPAR:	UNIFORMS, FACILITY MA	144985	21.67
01-012091	CINTAS CORP.	I-4025894847	01 541-0160	LAUNDRY & JAN:	, MATS, MOPS, ETC	144985	251.60
01-012091	CINTAS CORP.	I-4026371790	01 541-0130	WEARING APPAR:	UNIFORMS, FACILITY M	145044	21.67
01-012091	CINTAS CORP.	I-4026371790	01 541-0160	LAUNDRY & JAN:	MATS, MOPS, ETC	145044	251.60
VENDOR 01-012091 TOTALS							546.54
01-013114	MATHESON TRI-GAS INC.	I-19949189	01 541-0415	SERVICE CONTR:	MISC. ACETYLENE ,ETC	144986	274.65
VENDOR 01-013114 TOTALS							274.65
01-019499	SOUTHWEST TEXAS EQUIPM	I-2401390	01 541-0415	SERVICE CONTR:	ICE MACHINE RENT AUG	145059	100.00
VENDOR 01-019499 TOTALS							100.00
01-020016	TERMINIX	I-387748558	01 541-0415	SERVICE CONTR:	PEST CONTROL 4501 P	145060	52.00
01-020016	TERMINIX	I-387936703	01 541-0415	SERVICE CONTR:	PEST CONTROL 4501 PA	145103	94.00
VENDOR 01-020016 TOTALS							146.00

DEPARTMENT 541 BUILDING MAINTENANCE TOTAL: 2,805.11

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020751	DAVID K. TRAVIS III	I-070819	01 542-0550	TRAVEL EXPENS: PER DIEM D TRAVIS		145106	477.88
						VENDOR 01-020751 TOTALS	477.88
						DEPARTMENT 542 INSPECTIONS DIVISION TOTAL:	477.88

VENDOR SET: 01 City of South Padre Islan

BANK: QPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003704	CAMERON COUNTY	I-71619	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LTNG, 6/5 -	145027	120.83
VENDOR 01-003704 TOTALS							120.83
01-012091	CINTAS CORP.	I-4025894847	01 543-0130	WEARING APPAR:	UNIFORMS, PW CREWS	144985	165.63
01-012091	CINTAS CORP.	I-4026371790	01 543-0130	WEARING APPAR:	UNIFORMS, PW CREW	145044	165.94
VENDOR 01-012091 TOTALS							331.57
01-018058	RELIABLE ELECTRIC CO.	I-31022	01 543-0416	STREETS & RIG:	EMERGENCY REPAIR, ME	145054	632.93
VENDOR 01-018058 TOTALS							632.93
01-023003	WTI-SSM, LLC	I-SH10029	01 543-0417	STORM SEWERS :	180 JETTING CLEANING	145004	39,462.50
VENDOR 01-023003 TOTALS							39,462.50
01-1	BRENDA J . CARRERA	I-71919	01 543-0413	PADRE BLVD ME:	BRENDA J . CARRERA:	145071	540.21
VENDOR 01-1 TOTALS							540.21

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 41,088.04

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 544 EMERGENCY MANAGEMENT

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012051	JR'S ELECTRIC & SONS I	I-13884	01 544-0410	MACHINERY & E:	WIRE GENERATOR AT FI	145043	475.00
						VENDOR 01-012051 TOTALS	475.00
						DEPARTMENT 544 EMERGENCY MANAGEMENT TOTAL:	475.00

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003070	CAMERON COUNTY ELECTIO	I-62919	01 570-9175	ELECTION EXPE:	AUTOMARK RENT FOR 6/	145025	540.00
VENDOR 01-003070 TOTALS							540.00
01-004315	ELECTION SYSTEMS & SOF	I-1090261	01 570-9175	ELECTION EXPE:	6/29/19 RUN-OFF ELEC	145030	39.75
01-004315	ELECTION SYSTEMS & SOF	I-1090593	01 570-9175	ELECTION EXPE:	MISC. SUPPLIES 6/29/	145030	869.19
01-004315	ELECTION SYSTEMS & SOF	I-1091872	01 570-9175	ELECTION EXPE:	BALLOTS FOR 6/29/19	145030	378.13
01-004315	ELECTION SYSTEMS & SOF	I-1092210	01 570-9175	ELECTION EXPE:	FLASH DRIVE RENTAL 6	145030	15.00
VENDOR 01-004315 TOTALS							1,302.07
01-004328	ELECTION SOURCE	I-19-44325	01 570-9175	ELECTION EXPE:	PROV. BALLOT BAG, SI	145031	303.86
VENDOR 01-004328 TOTALS							303.86
01-006034	FED EX	I-6-617-06221	01 570-0108	POSTAGE	: MISC. SHIPPING CHARG	145033	137.68
VENDOR 01-006034 TOTALS							137.68
01-007115	GEXA ENERGY, LP	I-28291756-4	01 570-0580	ELECTRICITY	: ELECTRIC BILL DATES	145087	14,634.23
01-007115	GEXA ENERGY, LP	I-28291758-4	01 570-0580	ELECTRICITY	: 4617 GULF BLVD	145088	15.87
VENDOR 01-007115 TOTALS							14,650.10
01-008200	HART INTERCIVIC, INC.	I-076414	01 570-9175	ELECTION EXPE:	VOTING SUPPLIES FOR	145038	360.50
VENDOR 01-008200 TOTALS							360.50
01-012071	LAGUNA MADRE WATER DIS	I-070819-01	01 570-0581	WATER, SEWER, :	MONUMENT SIGN IRRIGA	000313	3,454.77
01-012071	LAGUNA MADRE WATER DIS	I-070819-07	01 570-0581	WATER, SEWER, :	904 PADRE BLVD MDN I	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-08	01 570-0581	WATER, SEWER, :	1313 PADRE BLVD MDN	000313	63.06
01-012071	LAGUNA MADRE WATER DIS	I-070819-09	01 570-0581	WATER, SEWER, :	911 PADRE BLVD MDN I	000313	34.57
01-012071	LAGUNA MADRE WATER DIS	I-070819-10	01 570-0581	WATER, SEWER, :	1201 PADRE BLVD MDN	000313	44.57
01-012071	LAGUNA MADRE WATER DIS	I-070819-11	01 570-0581	WATER, SEWER, :	1612 PADRE BLVD MDN	000313	48.14
01-012071	LAGUNA MADRE WATER DIS	I-070819-12	01 570-0581	WATER, SEWER, :	2000 ADRE BLVD MDN I	000313	78.37
01-012071	LAGUNA MADRE WATER DIS	I-070819-13	01 570-0581	WATER, SEWER, :	2412 PADRE BLVD MDN	000313	44.16
01-012071	LAGUNA MADRE WATER DIS	I-070819-14	01 570-0581	WATER, SEWER, :	2700 PADRE BLVD MDN	000313	47.87
01-012071	LAGUNA MADRE WATER DIS	I-070819-15	01 570-0581	WATER, SEWER, :	3000 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-16	01 570-0581	WATER, SEWER, :	CORNER PADRE & TARPO	000313	35.11
01-012071	LAGUNA MADRE WATER DIS	I-070819-17	01 570-0581	WATER, SEWER, :	1400 PADRE BLVD MDN	000313	24.80

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012071	LAGUNA MADRE WATER DIS	I-070819-18	01 570-0581	WATER, SEWER, :	1612 GULF BLVD IRR	000313	56.28
01-012071	LAGUNA MADRE WATER DIS	I-070819-19	01 570-0581	WATER, SEWER, :	1800 GULF BLVD 5/30	000313	366.15
01-012071	LAGUNA MADRE WATER DIS	I-070819-20	01 570-0581	WATER, SEWER, :	2414 GULF BLVD IRR	000313	26.04
01-012071	LAGUNA MADRE WATER DIS	I-070819-21	01 570-0581	WATER, SEWER, :	CRN SW GULF & MARLIN	000313	348.42
01-012071	LAGUNA MADRE WATER DIS	I-070819-22	01 570-0581	WATER, SEWER, :	2712 PADR BLVD IRR	000313	13.19
01-012071	LAGUNA MADRE WATER DIS	I-070819-23	01 570-0581	WATER, SEWER, :	CRN W GULF & RED SNA	000313	239.20
01-012071	LAGUNA MADRE WATER DIS	I-070819-24	01 570-0581	WATER, SEWER, :	3108 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-25	01 570-0581	WATER, SEWER, :	3204 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-26	01 570-0581	WATER, SEWER, :	3408 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-27	01 570-0581	WATER, SEWER, :	3420 GULF BLVD ACCES	000313	715.89
01-012071	LAGUNA MADRE WATER DIS	I-070819-28	01 570-0581	WATER, SEWER, :	3704 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-29	01 570-0581	WATER, SEWER, :	13 B/A MOONLIGHT CIR	000313	63.39
01-012071	LAGUNA MADRE WATER DIS	I-070819-30	01 570-0581	WATER, SEWER, :	106 W. RETAMA ST F/L	000313	50.25
01-012071	LAGUNA MADRE WATER DIS	I-070819-31	01 570-0581	WATER, SEWER, :	106 W RETAMA ST.	000313	391.17
01-012071	LAGUNA MADRE WATER DIS	I-070819-32	01 570-0581	WATER, SEWER, :	CRN NW GULF & CAPRIC	000313	345.00
01-012071	LAGUNA MADRE WATER DIS	I-070819-33	01 570-0581	WATER, SEWER, :	5222 GULF BLVD IRR	000313	82.85
01-012071	LAGUNA MADRE WATER DIS	I-070819-34	01 570-0581	WATER, SEWER, :	110 E MORNINGSIDE DR	000313	219.39
01-012071	LAGUNA MADRE WATER DIS	I-070819-35	01 570-0581	WATER, SEWER, :	5418 GULF BLVD, BEAC	000313	104.94
01-012071	LAGUNA MADRE WATER DIS	I-070819-36	01 570-0581	WATER, SEWER, :	S SIDE OF CORONADO &	000313	74.31
01-012071	LAGUNA MADRE WATER DIS	I-070819-37	01 570-0581	WATER, SEWER, :	6100 PADRE BLVD 5/30	000313	51.13
01-012071	LAGUNA MADRE WATER DIS	I-070819-38	01 570-0581	WATER, SEWER, :	6100 PADRE BLVD 5/30	000313	622.19
01-012071	LAGUNA MADRE WATER DIS	I-070819-41	01 570-0581	WATER, SEWER, :	108 W. HUISACHEST 5/	000313	57.36
01-012071	LAGUNA MADRE WATER DIS	I-070819-42	01 570-0581	WATER, SEWER, :	3900 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-43	01 570-0581	WATER, SEWER, :	4400 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-44	01 570-0581	WATER, SEWER, :	4900 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-45	01 570-0581	WATER, SEWER, :	4380 GULF BLVD IRR	000313	172.99
01-012071	LAGUNA MADRE WATER DIS	I-070819-46	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD 5/30	000313	111.43
01-012071	LAGUNA MADRE WATER DIS	I-070819-47	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD 5/30	000313	80.18
01-012071	LAGUNA MADRE WATER DIS	I-070819-48	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD 5/30	000313	477.37
01-012071	LAGUNA MADRE WATER DIS	I-070819-49	01 570-0581	WATER, SEWER, :	4501 PADRE BLVD 5/30	000313	298.46
01-012071	LAGUNA MADRE WATER DIS	I-070819-50	01 570-0581	WATER, SEWER, :	4601 PADRE BLVD F/L	000313	50.25
01-012071	LAGUNA MADRE WATER DIS	I-070819-51	01 570-0581	WATER, SEWER, :	4601 PADRE BLVD 5/30	000313	976.38
01-012071	LAGUNA MADRE WATER DIS	I-070819-52	01 570-0581	WATER, SEWER, :	4818 GULF BLVD -BEAC	000313	116.88
01-012071	LAGUNA MADRE WATER DIS	I-070819-53	01 570-0581	WATER, SEWER, :	5404 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-54	01 570-0581	WATER, SEWER, :	6001 PADRE BLVD MDR	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-55	01 570-0581	WATER, SEWER, :	6410 PADRE BLVD MDN	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-56	01 570-0581	WATER, SEWER, :	6900 PADRE BLVD - MD	000313	24.80
01-012071	LAGUNA MADRE WATER DIS	I-070819-57	01 570-0581	WATER, SEWER, :	W SATURN & PADRE	000313	187.73
						VENDOR 01-012071 TOTALS	10,496.64
01-013404	MOUNTAIN GLACIER, LLC	I-0301168870	01 570-0581	WATER, SEWER, :	HT/COLD DISP. COMM C	144987	2.00
01-013404	MOUNTAIN GLACIER, LLC	I-0301181144	01 570-0581	WATER, SEWER, :	11 5 GAL H2O ACCT 03	145093	49.50
01-013404	MOUNTAIN GLACIER, LLC	I-0301181147	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. C	145046	54.00
01-013404	MOUNTAIN GLACIER, LLC	I-0301181156	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL PU	145046	49.50
						VENDOR 01-013404 TOTALS	155.00



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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013420	MUNICIPAL CODE CORPORA	I-00327638	01	570-9174	RECORDS MANAG:	UPDATE COD OF ORDINA	145094	108.00
01-013420	MUNICIPAL CODE CORPORA	I-00330305	01	570-9174	RECORDS MANAG:	UPDATE CODE OF ORD.	145094	190.00
							VENDOR 01-013420 TOTALS	298.00
01-015010	OFFICE DEPOT	I-339446981001	01	570-0101	OFFICE SUPPLI:	5 CS COPYPAPER	144989	204.95
							VENDOR 01-015010 TOTALS	204.95
01-016304	PITNEY BOWES	I-PBP26974915	01	570-0108	POSTAGE	: POSTAGE MTR REFILL 6	145050	1,520.99
							VENDOR 01-016304 TOTALS	1,520.99
01-016600	PT ISABEL/SO PADRE PRE	I-61319	01	570-9175	ELECTION EXPE:	DISPLAY AD: RUN-OFF	144991	340.00
							VENDOR 01-016600 TOTALS	340.00
01-018154	REPUBLIC SERVICES #863	I-0863001680472	01	570-0581	WATER, SEWER, :	108 W. RETAMA, ON CA	144992	3,400.94
01-018154	REPUBLIC SERVICES #863	I-0863001681622	01	570-0581	WATER, SEWER, :	108 W. RETAMA, ON CA	145055	3,151.27
							VENDOR 01-018154 TOTALS	6,552.21
01-021095	UNITED PARCEL SERVICE	I-000034965X279	01	570-0108	POSTAGE	: SERVICE CHARGES	145000	53.80
							VENDOR 01-021095 TOTALS	53.80
01-023900	XEROX CORPORATION	I-097538003	01	570-0510	RENTAL OF EQU:	COPIER LEASE JAIL J	145111	183.74
01-023900	XEROX CORPORATION	I-159622356	01	570-0108	POSTAGE	: FREIGHT CHARGE	145111	15.00
							VENDOR 01-023900 TOTALS	198.74
01-1	HOWARD AVERY	I-71619-1	01	570-9175	ELECTION EXPE:	HOWARD AVERY: 6/29/1	145011	30.00
01-1	CHARLES COTANZA	I-71619-2	01	570-9175	ELECTION EXPE:	CHARLES COTANZA: 6/2	145012	130.00
01-1	MAREN COSTANZA	I-71619-3	01	570-9175	ELECTION EXPE:	MAREN COSTANZA:6/29/	145013	130.00
01-1	SUSAN DALTON	I-71619-4	01	570-9175	ELECTION EXPE:	SUSAN DALTON: 6/29/1	145014	50.00
01-1	KATHERINE HAWKINSON	I-71619-5	01	570-9175	ELECTION EXPE:	KATHERINE HAWKINSON:	145015	202.50
01-1	CHRIS HUFFMAN	I-71619-6	01	570-9175	ELECTION EXPE:	CHRIS HUFFMAN: 6/29/	145016	65.00
01-1	MARGARET J. LEEMAN	I-71619-7	01	570-9175	ELECTION EXPE:	MARGARET J. LEEMAN:	145017	552.50
01-1	SUE WARNER	I-71619-8	01	570-9175	ELECTION EXPE:	SUE WARNER: 6/29/19	145018	30.00
							VENDOR 01-1 TOTALS	1,190.00
							DEPARTMENT 570 GENERAL SERVICES TOTAL:	38,304.54

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REGULAR DEPARTMENT PAYMENT REPORT

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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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006177	FRIENDS OF ANIMAL RESC	I-71119	01 572-9085	ANIMAL SERVIC:	MOU-FRIENDS OF ANIMA	144977	12,500.00
						VENDOR 01-006177 TOTALS	12,500.00
01-018509	SAM'S CLUB DIRECT	I-072019	01 572-0558	SPECIAL EVENT:	FOOD ITEMS	145098	295.00
						VENDOR 01-018509 TOTALS	295.00
						DEPARTMENT 572 SPECIAL PROJECTS TOTAL:	12,795.00
						VENDOR SET 01 GENERAL FUND TOTAL:	222,993.00

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002893	BUGWORKS	TERMITE & PES I-78430	02	590-0415	SERVICE CONTR:	PEST CONTROL VC	144972	49.16
							VENDOR 01-002893 TOTALS	49.16
01-004089	DEPT OF INFO RESOURCES	I-19060601N	02	590-0501	COMMUNICATION:	TEX-AN NG CHRGES JUN 000324		5.62
							VENDOR 01-004089 TOTALS	5.62
01-007115	GEXA ENERGY, LP	I-28291756-4	02	590-0580	ELECTRICITY :	ELECTRIC BILL DATES 145087		560.91
							VENDOR 01-007115 TOTALS	560.91
01-012071	LAGUNA MADRE WATER DIS	I-070819-05	02	590-0581	WATER,SEWER &:	600 PADRE BLVD 000313		161.30
01-012071	LAGUNA MADRE WATER DIS	I-070819-06	02	590-0581	WATER,SEWER &:	600 PADRE BLVD 5/30- 000313		29.42
							VENDOR 01-012071 TOTALS	190.72
01-014237	DONNELLY HOLDINGS, LTD	I-830429	02	590-0415	SERVICE CONTR:	FILTER HVAC 145048		22.50
							VENDOR 01-014237 TOTALS	22.50
01-020185	TIME WARNER CABLE	I-0029235071219	02	590-0415	SERVICE CONTR:	600 PADRE RR 2 ACCT, 145063		415.31
							VENDOR 01-020185 TOTALS	415.31
01-021102	UNIFIRST HOLDINGS, INC	I-8132854202	02	590-0160	LAUNDRY & JAN:	MATS, MOPS, ETC. VIS 000327		74.50
01-021102	UNIFIRST HOLDINGS, INC	I-8132870073	02	590-0160	LAUNDRY & JAN:	FLOOR MATS, MOPS, ET 000327		74.50
							VENDOR 01-021102 TOTALS	149.00

DEPARTMENT 590 VISITORS BUREAU TOTAL: 1,393.22

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001238	MARISA AMAYA	I-062119	02	592-0550	TRAVEL EXPENS:	PER DIEM M AMAYA VIR	000342	213.50
VENDOR 01-001238 TOTALS								213.50
01-003444	CITIBANK	I-70319	02	592-0102	LOCAL MEETING:	JIM'S GRILL, CREDIT	145072	10.31-
01-003444	CITIBANK	I-70319	02	592-0538	CONVENTION SE:	ISLA GRAND TAX CHARG	145072	10.24-
VENDOR 01-003444 TOTALS								20.55-
01-004089	DEPT OF INFO RESOURCES	I-19060601N	02	592-0501	COMMUNICATION:	TEX-AN NG CHRGES JUN	000324	46.84
VENDOR 01-004089 TOTALS								46.84
01-006034	FED EX	I-6-616-59143	02	592-0108	POSTAGE	: MISC. SHIPPING CHARG	145033	776.74
VENDOR 01-006034 TOTALS								776.74
01-006170	MICHAEL FLORES	I-32819	02	592-0550	TRAVEL EXPENS:	PER DIEM, ST. LOUIS	000317	399.00
VENDOR 01-006170 TOTALS								399.00
01-006173	JESUS FLORES JR.	I-117	02	592-0538	CONVENTION SE:	SUMMER MEDIA TOUR	145085	2,640.00
VENDOR 01-006173 TOTALS								2,640.00
01-006711	GDS TRANSPORT, LLC	I-200040	02	592-0534	AIRPORT SHUTT:	HRL AIRPORT SHUTTLE	144978	5,435.00
VENDOR 01-006711 TOTALS								5,435.00
01-013426	MUNI SERVICES, LLC	I-INV06-006314	02	592-0530	PROFESSIONAL :	HOTADMIN-FY2018/19	144988	5,396.50
VENDOR 01-013426 TOTALS								5,396.50
01-013432	THERESE M. MURPHY	I-71219	02	592-0550	TRAVEL EXPENS:	AUSTIN SALES BLITZ 7	000329	300.00
VENDOR 01-013432 TOTALS								300.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-014041	NATIONAL SIGN PLAZAS,	I-14005	02 592-0530	PROFESSIONAL :	WAYFINDING	145095	10,000.00
					VENDOR 01-014041	TOTALS	10,000.00
01-018164	EUGENE RIOS	I-062119	02 592-0550	TRAVEL EXPENS:	PER DIEM G RIOS	000348	213.50
					VENDOR 01-018164	TOTALS	213.50
01-018509	SAM'S CLUB DIRECT	I-072019	02 592-0102	LOCAL MEETING:	ITEMS FOR LUNCHEON Y	145098	32.96
01-018509	SAM'S CLUB DIRECT	I-072019	02 592-0102	LOCAL MEETING:	SPEC EVENTS MEETING	145098	39.94
					VENDOR 01-018509	TOTALS	72.90
01-019362	SKYDIVE SPI,LLC	I-72119	02 592-0538	CONVENTION SE:	12- EMBROIDERED APRO	145058	96.00
					VENDOR 01-019362	TOTALS	96.00
01-020031	TX ASSC OF CVB'S	I-200003164	02 592-0538	CONVENTION SE:	HOST CITY SPONSORSHI	145061	2,500.00
					VENDOR 01-020031	TOTALS	2,500.00
01-020602	TOUCAN GRAPHICS	I-27269	02 592-0230	STOCK - PROMO:	20 OZ TUMBLER	144998	1,381.54
01-020602	TOUCAN GRAPHICS	I-27270	02 592-0230	STOCK - PROMO:	SUNSCREEN REORDER	144998	4,738.23
01-020602	TOUCAN GRAPHICS	I-27356	02 592-0538	CONVENTION SE:	PRINTED SAVE THE DAT	145066	464.00
					VENDOR 01-020602	TOTALS	6,583.77
01-021093	EDWARD L. CAUM	I-71119	02 592-0550	TRAVEL EXPENS:	MILEAGE REIMBURSEMEN	000322	345.10
					VENDOR 01-021093	TOTALS	345.10
01-021095	UNITED PARCEL SERVICE	I-0000648239279-1	02 592-0108	POSTAGE	: WEEKLY SERVICE CHARG	145000	29.00
01-021095	UNITED PARCEL SERVICE	I-0000648239289-1	02 592-0108	POSTAGE	: WEEKLY SERV FEE	145067	29.00
01-021095	UNITED PARCEL SERVICE	I-648239299	02 592-0108	POSTAGE	: SERVICE CHARGES	145107	29.00
					VENDOR 01-021095	TOTALS	87.00
01-023143	ALISHA N WORKMAN	I-72419	02 592-0102	LOCAL MEETING:	REIMBURSE LUNCH EXPE	000349	241.84
					VENDOR 01-023143	TOTALS	241.84

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 26

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023900	XEROX CORPORATION	I-097367614	02 592-0415	SERVICE CONTR:	XEROX CVB	145007	151.56
						VENDOR 01-023900 TOTALS	151.56

DEPARTMENT 592 SALES & ADMINISTRATION TOTAL: 35,478.70

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-013154	MCCOY'S	C-71702237-1	02	593-8099	MISC. SPONSOR:	PAID WITH P CARD	000000	215.80-	
01-013154	MCCOY'S	I-71702237	02	593-8099	MISC. SPONSOR:	HDW TO INSTALL COMBA	000000	215.80	
							VENDOR 01-013154 TOTALS	0.00	
01-016613	PYRO SHOWS OF TEXAS, I	I-1842	02	593-8030	FIREWORKS	: 2018/2019 FIREWORKS	145051	20,000.00	
							VENDOR 01-016613 TOTALS	20,000.00	
01-018995	SANDCASTLE ISLAND, INC	I-SCT0619	02	593-8099	MISC. SPONSOR:	SANDCASTLE TRAIL MAI	000332	1,150.00	
							VENDOR 01-018995 TOTALS	1,150.00	
01-020602	TOUCAN GRAPHICS	I-27294	02	593-8060	ENTRANCE SIGN:	ART SERV. BARREL WRA	144998	140.00	
							VENDOR 01-020602 TOTALS	140.00	
01-021149	MAGDALENA B. VASQUEZ	I-56516	02	593-0101	OFFICE SUPPLI:	CLEANED 1 TABLECLOTH	145001	14.00	
							VENDOR 01-021149 TOTALS	14.00	
01-021200	URBAN SCIENCE INITIATI	I-SPICVB 062719-1	02	593-8099	MISC. SPONSOR:	GOOD MORNING AMERICA	145002	1,250.00	
01-021200	URBAN SCIENCE INITIATI	I-SPICVB 071619	02	593-8099	MISC. SPONSOR:	NATIONAL TROPICAL WE	145110	3,750.00	
							VENDOR 01-021200 TOTALS	5,000.00	
DEPARTMENT 593							EVENTS MARKETING	TOTAL:	26,304.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001344	THE ATKINS GROUP	I-14469	02	594-0530	PROFESSIONAL	: 2018/2019 PUBLIC REL	000323	2,066.67
01-001344	THE ATKINS GROUP	I-14469	02	594-0530	PROFESSIONAL	: 2018/2019 PUBLIC REL	000323	5,933.33
01-001344	THE ATKINS GROUP	I-INV-14494	02	594-0530	PROFESSIONAL	: 2018/2019 ACCOUNT SE	000323	13,500.00
01-001344	THE ATKINS GROUP	I-INV-14495	02	594-0530	PROFESSIONAL	: 2018/2019 ADVANCE AN	000323	2,066.67
01-001344	THE ATKINS GROUP	I-INV-14496	02	594-0530	PROFESSIONAL	: 2018/2019 SOCIAL MED	000323	1,000.00
01-001344	THE ATKINS GROUP	I-INV-14497	02	594-0559	CONTENT DEVEL:	WEBSITE MAINT & DIGI	000323	5,911.16
01-001344	THE ATKINS GROUP	I-INV-14498	02	594-0550	TRAVEL EXPENS:	TRAVEL EXP. 5/29 7 5	000323	667.83
01-001344	THE ATKINS GROUP	I-INV-14499	02	594-0537	PRODUCTION/CO:	CREATIVE & CONTENT S	000323	17,324.23
01-001344	THE ATKINS GROUP	I-INV-14500	02	594-0537	PRODUCTION/CO:	PRODUCTION & EDITING	000323	9,412.09
01-001344	THE ATKINS GROUP	I-INV-14502	02	594-0531	MEDIA PLACEME:	SUMMER CAMPAIGN 18/1	000323	36,394.08
01-001344	THE ATKINS GROUP	I-INV-14503	02	594-0531	MEDIA PLACEME:	2018/2019 FALL INCRE	000323	5,202.48
01-001344	THE ATKINS GROUP	I-INV-14504	02	594-0531	MEDIA PLACEME:	2018/2019 MEDIA RESE	000323	320,892.80
							VENDOR 01-001344 TOTALS	420,371.34
01-006173	JESUS FLORES JR.	I-118	02	594-0533	MARKETING	: STRATEGIC PLAN MARKE	145085	1,430.00
							VENDOR 01-006173 TOTALS	1,430.00
01-012090	LAMAR TEXAS LIMITED PA	I-110433510	02	594-0531	MEDIA PLACEME:	OUTDOOR BILLBOARDS R	144984	3,750.00
01-012090	LAMAR TEXAS LIMITED PA	I-110468801	02	594-0531	MEDIA PLACEME:	OUTDOOR BILLBOARDS R	145091	3,900.00
							VENDOR 01-012090 TOTALS	7,650.00
01-013197	CHARLES MATHIS MCCOOL	I-SPI01	02	594-0533	MARKETING	: SOCIAL MEDIA CAMPAIG	145045	700.00
							VENDOR 01-013197 TOTALS	700.00
01-018297	JOSE R ROMERO	I-RG135-19	02	594-0533	MARKETING	: MEDIA MARKETING MEXI	145097	5,625.00
							VENDOR 01-018297 TOTALS	5,625.00
01-019150	SKIFT, INC	I-2655	02	594-0533	MARKETING	: MARKETING RESEARCH	144993	1,047.50
							VENDOR 01-019150 TOTALS	1,047.50

DEPARTMENT 594 MARKETING TOTAL: 436,823.84

VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL: 499,999.76



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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-636737-0	06	565-0101	OFFICE SUPPLI:	6 CS COPY PAPER CVB	145021	203.94
						VENDOR 01-001129 TOTALS		203.94
01-001210	AIR FILTER COMPANY	I-78795	06	565-0415	SERVICE CONTR:	HVAC FILTER SERVICE	000330	292.40
						VENDOR 01-001210 TOTALS		292.40
01-003108	CAVENDER STORES, LTD	I-0054911-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	150.00
01-003108	CAVENDER STORES, LTD	I-0055252-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	130.49
01-003108	CAVENDER STORES, LTD	I-0055380-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	150.00
01-003108	CAVENDER STORES, LTD	I-0055507-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	150.00
01-003108	CAVENDER STORES, LTD	I-0056128-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	129.99
01-003108	CAVENDER STORES, LTD	I-0056467-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	150.00
01-003108	CAVENDER STORES, LTD	I-0057703-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	150.00
01-003108	CAVENDER STORES, LTD	I-0057991-IN	06	565-0130	WEARING APPAR:	BOOTS FOR OPER STAFF	145079	79.99
						VENDOR 01-003108 TOTALS		1,090.47
01-003418	JAMES R. MATTHEWS	I-0819	06	565-0415	SERVICE CONTR:	WATER TREATMENT AUG	145080	150.00
						VENDOR 01-003418 TOTALS		150.00
01-003429	C H. JOHNSON CONSULTIN	I-5027	06	565-0530	PROFESSIONAL :	2019 FEASIBILITY STU	145026	10,000.00
						VENDOR 01-003429 TOTALS		10,000.00
01-004283	ECOLAB INC.	I-54013193	06	565-0415	SERVICE CONTR:	DISHMACHINE RENT 7/4	144976	155.63
						VENDOR 01-004283 TOTALS		155.63
01-005512	EXPRESS SERVICES, INC.	I-22605586	06	565-0040	TEMPORARY EMP:	TEMP LABOR CVB JULY	145032	260.48
01-005512	EXPRESS SERVICES, INC.	I-22633433	06	565-0040	TEMPORARY EMP:	TEMP. LABOR CVB 7/14	145032	268.62
01-005512	EXPRESS SERVICES, INC.	I-22660281	06	565-0040	TEMPORARY EMP:	TEMP LABOR CVB 7/21/	145084	390.72
						VENDOR 01-005512 TOTALS		919.82
01-006162	JUAN FLORES	I-0000745	06	565-0415	SERVICE CONTR:	LANDSCAPE SERVICE @	000331	1,350.00
						VENDOR 01-006162 TOTALS		1,350.00

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007115	GEXA ENERGY, LP	I-28291756-4	06 565-0580	ELECTRICITY	ELECTRIC BILL DATES	145087	27,904.17
VENDOR 01-007115 TOTALS							27,904.17
01-007600	GULF COAST PAPER CO. I	I-1702029	06 565-0160	LAUNDRY & JAN:	TISSUE, TWLS, MISC. J	144980	491.35
01-007600	GULF COAST PAPER CO. I	I-1702973	06 565-0160	LAUNDRY & JAN:	8- PEROXY CLNR,	145036	15.52
01-007600	GULF COAST PAPER CO. I	I-1707790	06 565-0160	LAUNDRY & JAN:	TISSUE, MISC. CLNSRS	145089	206.49
VENDOR 01-007600 TOTALS							713.36
01-008227	HINO GAS SALES, INC.	I-717822	06 565-0104	FUELS & LUBRI:	17 GAL LPG -CVB FORK	145039	68.00
VENDOR 01-008227 TOTALS							68.00
01-008264	HOLT CAT	I-WIEZ0019434	06 565-0415	SERVICE CONTR:	PM GENERATOR CVB	145040	400.00
VENDOR 01-008264 TOTALS							400.00
01-009970	JUAN DELGADILLO JR.	I-09821	06 565-0411	BUILDING & ST:	OUTDOOR LIGHTS	144983	800.00
VENDOR 01-009970 TOTALS							800.00
01-012071	LAGUNA MADRE WATER DIS	I-070819-39	06 565-0581	WATER, SEWER :	7355 PADRE BLVD 5/30	000313	2,329.99
01-012071	LAGUNA MADRE WATER DIS	I-070819-40	06 565-0581	WATER, SEWER :	7355 PADRE BLVD IRR	000313	3,763.85
VENDOR 01-012071 TOTALS							6,093.84
01-013404	MOUNTAIN GLACIER, LLC	I-0301179064	06 565-0103-01	CONSUMABLES :	BOTTLED WTR, COOLER,	144987	37.50
01-013404	MOUNTAIN GLACIER, LLC	I-0301183057	06 565-0103-01	CONSUMABLES :	11 5 GAL H2O ACCT 0	145093	49.50
VENDOR 01-013404 TOTALS							87.00
01-016729	PROSOUND INC.	I-135961	06 565-1001	BUILDINGS & S:	UPGRADE SOUND SYSTEM	145053	22,387.98
01-016729	PROSOUND INC.	I-135962	06 565-1001	BUILDINGS & S:	UPGRADE SOUND SYSTEM	145053	7,182.95
VENDOR 01-016729 TOTALS							29,570.93
01-018509	SAM'S CLUB DIRECT	I-072019	06 565-0160	LAUNDRY & JAN:	CLEANING SUPPLIES	145098	14.76
VENDOR 01-018509 TOTALS							14.76

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019502	AT&T	I-7319	06	565-0501	COMMUNICATION: SERV. 7/3	-8/02/19	144995	323.96
VENDOR 01-019502 TOTALS								323.96
01-019520	AT&T	I-71819	06	565-0501	COMMUNICATION: LONG DISTANCE	SERVIC 145102		48.89
VENDOR 01-019520 TOTALS								48.89
01-020185	TIME WARNER CABLE	I-0029318070619	06	565-0415	SERVICE CONTR: 7355 PADRE BLVD	WIF 145064		3,205.94
VENDOR 01-020185 TOTALS								3,205.94
01-020745	TRANE, A DIVISION OF A	I-310054728	06	565-0415	SERVICE CONTR: PM CHILLER	CVB	144999	6,303.50
VENDOR 01-020745 TOTALS								6,303.50
01-021098	UDEMY, INC.	I-5027	06	565-0513	TRAINING EXPE: ONLINE LEARNING		145108	720.00
VENDOR 01-021098 TOTALS								720.00
01-021102	UNIFIRST HOLDINGS, INC	I-8412130819	06	565-0130	WEARING APPAR: UNIFORMS		000314	63.18
01-021102	UNIFIRST HOLDINGS, INC	I-8412130819	06	565-0160	LAUNDRY & JAN: MATS, MOPS, ETC		000314	115.21
01-021102	UNIFIRST HOLDINGS, INC	I-8412131642	06	565-0130	WEARING APPAR: UNIFORMS		000327	63.18
01-021102	UNIFIRST HOLDINGS, INC	I-8412131642	06	565-0160	LAUNDRY & JAN: MATS, MOPS, ETC.		000327	115.21
01-021102	UNIFIRST HOLDINGS, INC	I-8412132451	06	565-0130	WEARING APPAR: UNIFORMS, MATS, MOPS		000333	63.18
01-021102	UNIFIRST HOLDINGS, INC	I-8412132451	06	565-0160	LAUNDRY & JAN: UNIFORMS, MATS, MOPS		000333	115.21
01-021102	UNIFIRST HOLDINGS, INC	I-8412132868	06	565-0510	RENTAL OF EQU: 20 TABLECLOTHS,		000333	21.40
01-021102	UNIFIRST HOLDINGS, INC	I-8412132869	06	565-0510	RENTAL OF EQU: TABLECLOTHS, TIFT, L		000333	278.90
01-021102	UNIFIRST HOLDINGS, INC	I-8412133269	06	565-0130	WEARING APPAR: UNIFORMS, MATS, MOPS		000333	63.18
01-021102	UNIFIRST HOLDINGS, INC	I-8412133269	06	565-0160	LAUNDRY & JAN: UNIFORMS, MATS, MOPS		000333	187.06
VENDOR 01-021102 TOTALS								1,085.71

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 91,502.32

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 91,502.32

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 32

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 09 PARKS, REC & BEAUTIF

DEPARTMENT: 572 GENERAL SERVICES

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE	I-062019	09 572-0540	ADVERTISING	: 1/2 PG AD IN SO PADR	144991	120.00
01-016600	PT ISABEL/SO PADRE PRE	I-062719	09 572-0540	ADVERTISING	: 1/2 PG AD PARADE 4TH	144991	120.00
01-016600	PT ISABEL/SO PADRE PRE	I-62719	09 572-0540	ADVERTISING	: 4TH OF JULY PARADE A	144991	540.00
						VENDOR 01-016600 TOTALS	780.00

DEPARTMENT 572 GENERAL SERVICES TOTAL: 780.00

VENDOR SET 09 PARKS, REC & BEAUTIF TOTAL: 780.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 33

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 21 MUN. COURT TECHNOLOGY

DEPARTMENT: 520 MUN COURT TECHNOLOGY

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023900	XEROX CORPORATION	I-097367611	21 520-0510	RENTAL OF EQU:	PRINTER/COPIER LEASE	145007	283.65
						VENDOR 01-023900 TOTALS	283.65
						DEPARTMENT 520 MUN COURT TECHNOLOGY TOTAL:	283.65
						VENDOR SET 21 MUN. COURT TECHNOLOGY TOTAL:	283.65

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001006	GREGORY D. ALEXANDER	I-672233	30	591-0150	MINOR TOOLS &	12PC 12 MM SJT SET &	144965	12.35
01-001006	GREGORY D. ALEXANDER	I-672367	30	591-0420	MOTOR VEHICLE:	GLASS CLNR, ARMROLL	144965	80.83
01-001006	GREGORY D. ALEXANDER	I-672429	30	591-0420	MOTOR VEHICLE:	RADIATOR FOR UNIT #3	144965	230.16
01-001006	GREGORY D. ALEXANDER	I-672765	30	591-0420	MOTOR VEHICLE:	6 EA NUTS/WASHERS	145019	0.90
01-001006	GREGORY D. ALEXANDER	I-673163	30	591-0420	MOTOR VEHICLE:	1- BRAKE PADS UNIT #	145019	67.40
							VENDOR 01-001006 TOTALS	391.64
01-001123	ADVANCE AUTO PARTS	I-6187	30	591-0420	MOTOR VEHICLE:	4 GL, DEX-COOL, OIL ET	144966	178.80
01-001123	ADVANCE AUTO PARTS	I-6426917966509	30	591-0420	MOTOR VEHICLE:	4 - BRK PAD - FOR ST	144966	207.96
01-001123	ADVANCE AUTO PARTS	I-6426919617568	30	591-0420	MOTOR VEHICLE:	BLWR MTR, SWITCH, EC	145020	205.26
01-001123	ADVANCE AUTO PARTS	I-6426919717615	30	591-0420	MOTOR VEHICLE:	BRAKE PADS FOR UNIT	145020	259.95
							VENDOR 01-001123 TOTALS	851.97
01-001359	JESUS ARRIAGA	I-50119	30	591-0550	TRAVEL EXPENS:	PER DIEM: BOSTON TRP	000328	160.00
							VENDOR 01-001359 TOTALS	160.00
01-003226	DEBORAH CARPENTER	I-71019	30	591-0550	TRAVEL EXPENS:	PER DIEM, AUSTIN TRI	144973	138.00
							VENDOR 01-003226 TOTALS	138.00
01-003403	CERTIFIED LABORATORIES	I-3549771	30	591-0150	MINOR TOOLS &:	1 CS NITRILE GLOVES	144974	229.94
							VENDOR 01-003403 TOTALS	229.94
01-004124	D & R GLASS ETC, INC.	I-43398	30	591-0420	MOTOR VEHICLE:	1- 1/4 CLEAR TEMP. U	145028	155.00
							VENDOR 01-004124 TOTALS	155.00
01-007115	GEXA ENERGY, LP	I-28291756-4	30	591-0580	ELECTRICITY :	ELECTRIC BILL DATES	145087	969.15
01-007115	GEXA ENERGY, LP	I-28291758-4	30	591-0580	ELECTRICITY :	3401 PADRE BLVD	145088	144.81
01-007115	GEXA ENERGY, LP	I-28291758-4	30	591-0580	ELECTRICITY :	321 PADRE BLVD MULTI	145088	1,450.24
							VENDOR 01-007115 TOTALS	2,564.20
01-009667	J.J. KELLER & ASSOC.,	I-9104006948	30	591-0513	TRAINING :	1EA. DEF DRVNG, VEH	145042	494.00
							VENDOR 01-009667 TOTALS	494.00

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: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012071	LAGUNA MADRE WATER DIS	I-070819-02	30	591-0581	WTR/SWR/GARBA:	321 PADRE BLVD, 5/30	000313	298.46
01-012071	LAGUNA MADRE WATER DIS	I-070819-03	30	591-0581	WTR/SWR/GARBA:	321 PADRE BLVD IRR 5	000313	577.98
01-012071	LAGUNA MADRE WATER DIS	I-070819-04	30	591-0581	WTR/SWR/GARBA:	321 PADRE BLVD F/L 5	000313	50.25
01-012071	LAGUNA MADRE WATER DIS	I-070819-51	30	591-0581	WTR/SWR/GARBA:	4601 PADRE BLVD 5/30	000313	108.49
							VENDOR 01-012071 TOTALS	1,035.18
01-012091	CINTAS CORP.	I-4025425121	30	591-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT	144985	119.58
01-012091	CINTAS CORP.	I-4025894657	30	591-0130	WEARING APPAR:	UNIFORMS, TRANSIT DR	145044	110.74
							VENDOR 01-012091 TOTALS	230.32
01-013404	MOUNTAIN GLACIER, LLC	I-0301181141	30	591-0581	WTR/SWR/GARBA:	BOTTLEDWATER DEL. TR	145046	26.25
							VENDOR 01-013404 TOTALS	26.25
01-018156	RIDE SYSTEMS, INC.	C-16832	30	591-0501	COMMUNICATION:	APC MONTHLY SUBS CAN	145056	360.00-
01-018156	RIDE SYSTEMS, INC.	C-17234	30	591-0501	COMMUNICATION:	APC MONTHLY SUBSC. C	145056	360.00-
01-018156	RIDE SYSTEMS, INC.	I-16765	30	591-0501	COMMUNICATION:	SUBSCRIPTION	145056	960.00
01-018156	RIDE SYSTEMS, INC.	I-17395	30	591-0501	COMMUNICATION:	SUBSCRIPTION	145056	960.00
							VENDOR 01-018156 TOTALS	1,200.00
01-019897	TEENA SIMON	I-70919	30	591-0550	TRAVEL EXPENS:	PER DIEM AND MILAGE,	000319	569.52
							VENDOR 01-019897 TOTALS	569.52
01-020602	TOUCAN GRAPHICS	I-27282	30	591-0533	MARKETING	: 1- 6 X 4 MESH BANNER	144998	108.00
01-020602	TOUCAN GRAPHICS	I-27291	30	591-0533	MARKETING		144998	633.68
							VENDOR 01-020602 TOTALS	741.68
01-023900	XEROX CORPORATION	I-097367612	30	591-0410	MACHINERY & E:	COPERI/PRINTER TRANS	145007	233.16
							VENDOR 01-023900 TOTALS	233.16
01-1	TRIPLE THREAT CLEANING	I-10270	30	591-0530	PROFESSIONAL :	TRIPLE THREAT CLEANI	145069	200.00
01-1	CLARK ADDITIVES	I-1179	30	591-0420	MOTOR VEHICLE:	CLARK ADDITIVES: HD	145070	212.83
							VENDOR 01-1 TOTALS	412.83

DEPARTMENT 591 SPI METRO TOTAL: 9,433.69

VENDOR SET 30 TRANSPORTATION TOTAL: 9,433.69

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 36

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 50 GENERAL DEBT SERVICE

DEPARTMENT: 567 DEBT SERVICE

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001991	THE BANK OF NEW YORK M	I-252-2212220	50 567-0623	PAYING AGENT :	SPI GENERAL OBLIGATI	144971	500.00
						VENDOR 01-001991 TOTALS	500.00
						DEPARTMENT 567 DEBT SERVICE	TOTAL: 500.00
						VENDOR SET 50 GENERAL DEBT SERVICE	TOTAL: 500.00



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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 37

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006101	FIRST CHECK	I-16783	60 522-0530	PROFESSIONAL :	PRE-EMPLOYMENT SCREE	145034	13.50
VENDOR 01-006101 TOTALS							13.50
01-016247	JIM PIGG	I-71719	60 522-0550	TRAVEL EXPENS:	PER DIEM , VIRGINA B	000347	335.50
VENDOR 01-016247 TOTALS							335.50
01-019362	SKYDIVE SPI,LLC	I-72919	60 522-0130	WEARING APPAR:	Uniforms	145100	956.65
VENDOR 01-019362 TOTALS							956.65
01-022037	C.L. ANDERSON, JR. M.D	I-710535	60 522-0530	PROFESSIONAL :	DRUG SCREENING/PHYSI	145068	210.00
VENDOR 01-022037 TOTALS							210.00

DEPARTMENT 522 BEACH PATROL TOTAL: 1,515.65

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 38

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018509	SAM'S CLUB DIRECT	I-072019	60 532-0113	BATTERIES	: BATTERIES FOR CAMERA	145098	104.74
						VENDOR 01-018509 TOTALS	104.74
						DEPARTMENT 532 ENVIRONMENTAL HEALTH TOTAL:	104.74

VENDOR SET: 01 City of South Padre Islan  
 FUND : 60 BEACH MAINTENANCE FUND  
 DEPARTMENT: 560 BEACH MAINTENANCE  
 INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999  
 PAY DATE RANGE: 7/18/2019 THRU 8/02/2019  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: OPER

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001138	A-FAST DELIVERY, LLC	I-2019001853	60 560-0410	MACHINERY & E:	DEL. FROM AG-PRO TO	144967	14.00
VENDOR 01-001138 TOTALS							14.00
01-001185	AG-PRO TEXAS, LLC	I-P36760	60 560-0420	MOTOR VEHICLE:	Bucket for John Deer	145075	1,106.60
VENDOR 01-001185 TOTALS							1,106.60
01-003697	ANRIGE INC.	I-34261.5.24	60 560-0560	RENTAL	: Summer Portable Rest	144975	4,436.30
01-003697	ANRIGE INC.	I-34665.1.8	60 560-0560	RENTAL	: Second Restroom Serv	145081	1,734.00
01-003697	ANRIGE INC.	I-34665.2.6	60 560-0560	RENTAL	: Second Restroom Serv	144975	5,720.00
VENDOR 01-003697 TOTALS							11,890.30
01-006101	FIRST CHECK	I-16783	60 560-0530	PROFESSIONAL :	PRE-EMPLOYMENT SCREE	145034	29.25
VENDOR 01-006101 TOTALS							29.25
01-008386	ERIKA HUGHSTON	I-072519	60 560-0513	TRAINING	: PER DIEM E HUGHSTON	000345	266.30
VENDOR 01-008386 TOTALS							266.30
01-012091	CINTAS CORP.	I-4025425161	60 560-0530	PROFESSIONAL :	UNIFORMS FOR SHORELI	144985	146.56
01-012091	CINTAS CORP.	I-4025894697	60 560-0530	PROFESSIONAL :	UNIFORM LAUNDERING	145092	146.56
01-012091	CINTAS CORP.	I-4026371683	60 560-0130	WEARING APPAR:	UNIFORMS SHORELINE C	145044	146.56
VENDOR 01-012091 TOTALS							439.68
01-014042	NATIVE PLANT CENTER	I-72519	60 560-0510	BEACH MAINTEN:	PLANTS FR DUNE PLANT	145096	187.00
VENDOR 01-014042 TOTALS							187.00
01-018154	REPUBLIC SERVICES #863	I-0863001626081	60 560-0510	BEACH MAINTEN:	7355 PADRE BLVD, SPR	145073	865.64
01-018154	REPUBLIC SERVICES #863	I-0863001680148	60 560-0510	BEACH MAINTEN:	7355 PADRE SPECL ACC	144992	2,126.09
01-018154	REPUBLIC SERVICES #863	I-0863001681377	60 560-0510	BEACH MAINTEN:	7355 PADRE, SPEC. AC	145055	2,544.37
VENDOR 01-018154 TOTALS							5,536.10

DEPARTMENT 560 BEACH MAINTENANCE TOTAL: 19,469.23

VENDOR SET 60 BEACH MAINTENANCE FUND TOTAL: 21,089.62

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 65 FACILITY PREV MAINT FUND

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

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001430	ARGIO ROOFING & CONSTR	I-19-060	65 572-1001	BUILDINGS & S:	FIRE STATION SOFIT R	145022	3,906.41
01-001430	ARGIO ROOFING & CONSTR	I-19-061	65 572-1001	BUILDINGS & S:	FIRE DEPT SOFFIT REP	145077	18,648.75
						VENDOR 01-001430 TOTALS	22,555.16

DEPARTMENT 572 \*\* INVALID DEPT \*\* TOTAL: 22,555.16

VENDOR SET 65 FACILITY PREV MAINT FUND TOTAL: 22,555.16

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 41

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016094	PADRE BEACH ASSOCIATIO	I-00266	80 580-0555	PROMOTIONS	: EDC; SPONSORSHIP	144990	250.00
						VENDOR 01-016094 TOTALS	250.00
						DEPARTMENT 580 EDC	TOTAL: 250.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 42

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 583 BNC BUILDING FACILITY

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

PAY DATE RANGE: 7/18/2019 THRU 8/02/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007115	GEXA ENERGY, LP	I-28291756-4	80 583-0580	ELECTRICITY	ELECTRIC BILL DATES	145087	1,402.90
VENDOR 01-007115 TOTALS							1,402.90
01-022023	VALLEY DESIGNS	I-18004	80 583-0411	BUILDINGS & S:	EDC:BALANCE DUE FOR	145003	264.98
VENDOR 01-022023 TOTALS							264.98

DEPARTMENT 583 BNC BUILDING FACILITY TOTAL: 1,667.88

VENDOR SET 80 ECONOMIC DEVELOPMENT CORPTOTAL: 1,917.88

REPORT GRAND TOTAL: 871,055.08

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Rodrigo Gimenez, Chief Financial Officer & Interim Assist City Manager

**DEPARTMENT:** Finance

**ITEM**

Approve Quarterly Investment Reports for quarter ending March 31, 2019 and June 30, 2019 as prepared by Valley View Consulting, L.L.C.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Recommend approval.



## QUARTERLY INVESTMENT REPORT

For the Quarter Ended


March 31, 2019

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.

5-11



**Summary**

**Quarter End Results by Investment Category:**

Asset Type	December 31, 2018		March 31, 2019		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
DDA/MMA	\$ 28,693,721	\$ 28,693,721	\$ 24,970,998	\$ 24,970,998	2.51%
Pools	148,410	148,410	149,290	149,290	2.41%
CDs/Securities	8,620,161	8,620,161	9,092,753	9,092,753	2.68%
<b>Totals</b>	<b>\$ 37,462,291</b>	<b>\$ 37,462,291</b>	<b>\$ 34,213,041</b>	<b>\$ 34,213,041</b>	

Current Quarter Average Yield (1)

Total Portfolio	2.55%
Rolling Three Month Treasury	2.44%
Rolling Six Month Treasury	2.51%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	2.46%
Rolling Three Month Treasury	2.41%
Rolling Six Month Treasury	2.45%
TexPool	2.35%

Interest Income (unaudited)

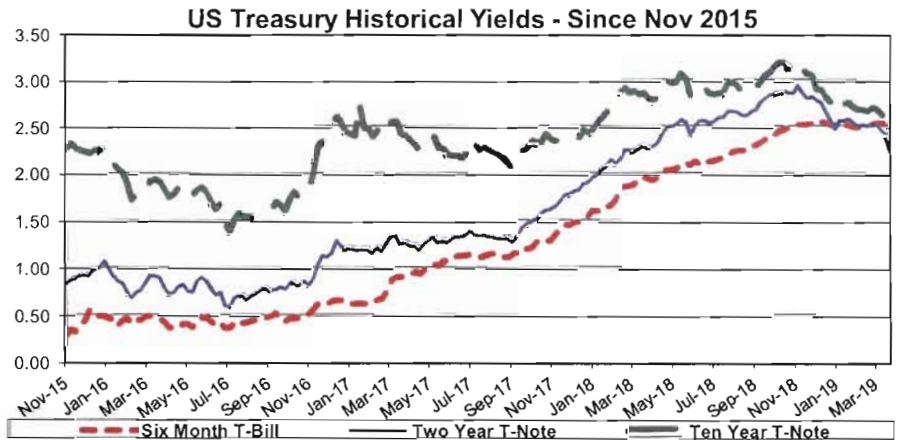
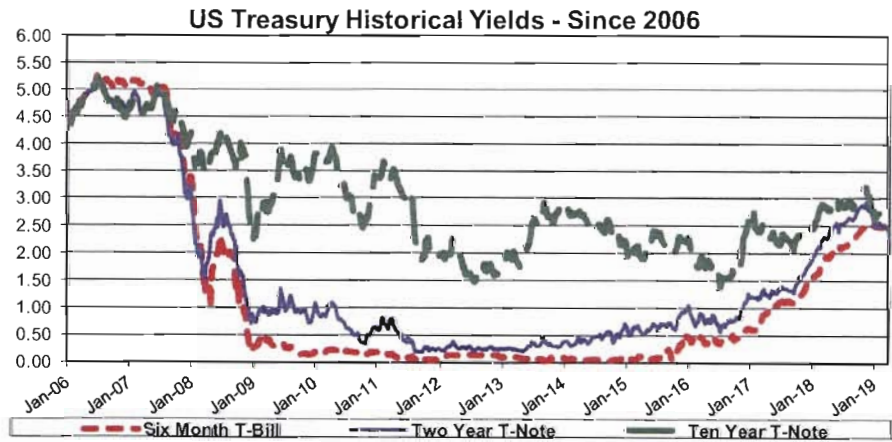
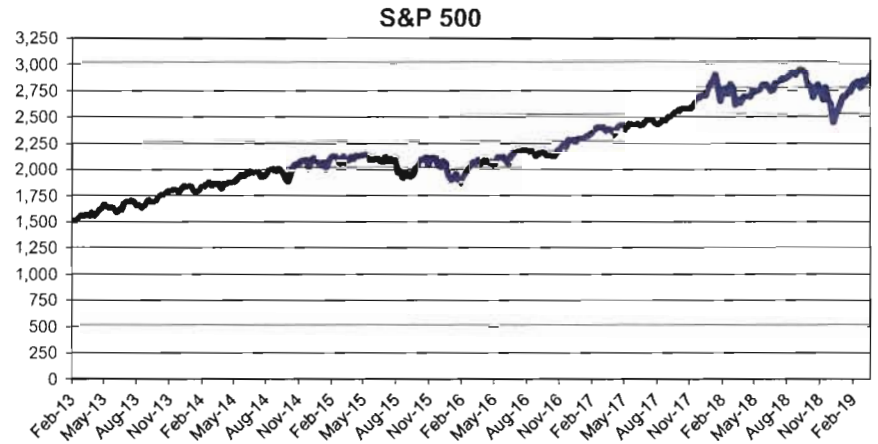
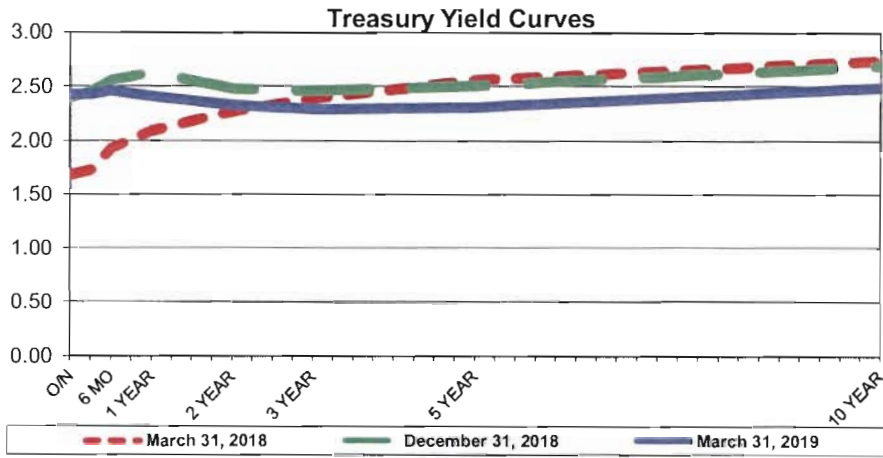
This Quarter	\$ 215,033
Fiscal Year to Date	\$ 419,513

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

(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.

5-12

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range to 2.25% - 2.50% (Effective Fed Funds are trading +/-2.40%). The market projections now lean towards decreases late 2019 or early 2020. Gradual FRB portfolio reduction continues by limiting reinvestment of maturing holdings, but that strategy will end this summer. February Non Farm Payroll plunged to only 20,000 new jobs (although Dec and Jan were revised up slightly). Fourth quarter GDP registered 2.2% (final). Crude oil remained +/- \$55. The Stock Markets continued higher from December lows. Housing mostly mixed. The mid-maturity yield curve is lower and still sway-backed.



5-13

**Investment Holdings**  
**March 31, 2019**

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
IBC		2.39%	04/01/19	03/31/19	\$ 12,439,883	\$ 12,439,883	1.00	\$ 12,439,883	1	2.39%
LSNB		0.25%	04/01/19	03/31/19	123,239	123,239	1.00	123,239	1	0.25%
Southside Bank MMA		2.59%	04/01/19	03/31/19	2,579,442	2,579,442	1.00	2,579,442	1	2.59%
NexBank MMA		2.66%	04/01/19	03/31/19	9,828,433	9,828,433	1.00	9,828,433	1	2.66%
TexasDaily	AAAm	2.41%	04/01/19	03/31/19	118,503	118,503	1.00	118,503	1	2.41%
TexPool	AAAm	2.42%	04/01/19	03/31/19	30,787	30,787	1.00	30,787	1	2.42%
East West Bank CD		2.55%	04/10/19	10/10/18	506,080	506,080	100.00	506,080	10	2.58%
Lubbock National Bank CD		2.60%	06/16/19	06/16/17	2,039,226	2,039,226	100.00	2,039,226	77	2.60%
Lubbock National Bank CD		2.60%	06/19/19	06/19/18	1,019,615	1,019,615	100.00	1,019,615	80	2.60%
BTH Bank CD		2.63%	07/26/19	07/26/18	1,017,644	1,017,644	100.00	1,017,644	117	2.66%
Origin Bank CD		2.72%	08/20/19	02/20/19	501,490	501,490	100.00	501,490	142	2.75%
East West Bank CD		2.71%	02/10/20	02/08/19	1,254,835	1,254,835	100.00	1,254,835	316	2.75%
LegacyTexas Bank CD		2.63%	09/22/20	03/22/19	1,500,000	1,500,000	100.00	1,500,000	541	2.66%
Origin Bank CD		2.82%	02/20/21	02/20/19	1,253,863	1,253,863	100.00	1,253,863	692	2.85%
					<b>\$ 34,213,041</b>	<b>\$ 34,213,041</b>		<b>\$ 34,213,041</b>	<b>74</b>	<b>2.55%</b>
									(1)	(2)

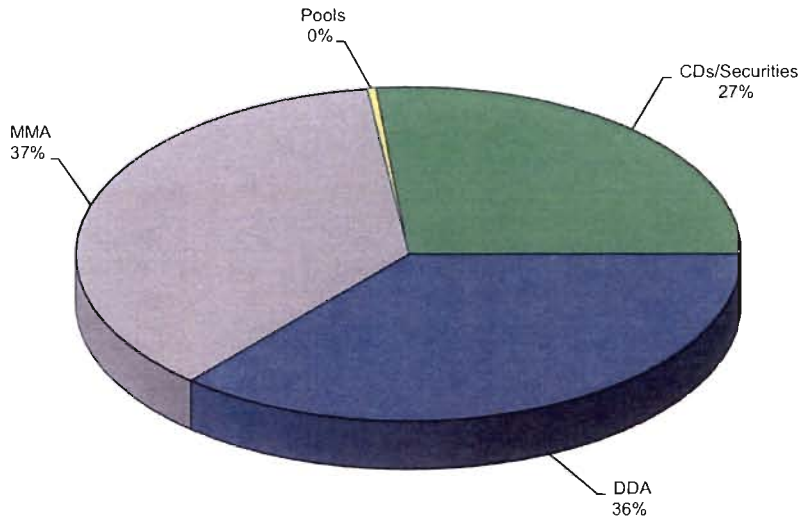
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market balances are assumed to have a one day maturity.

(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.

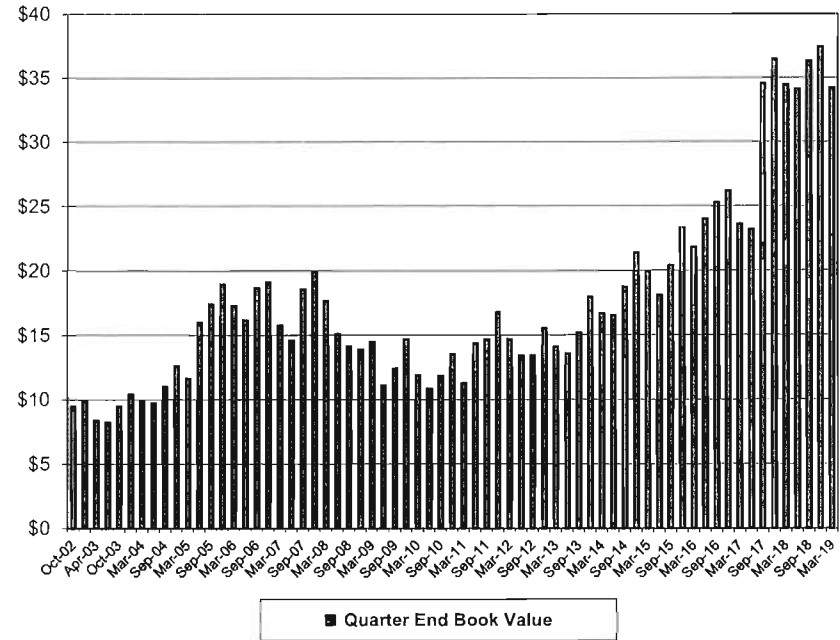
(3) **IBC and SSB Yields Estimated.**

41-5

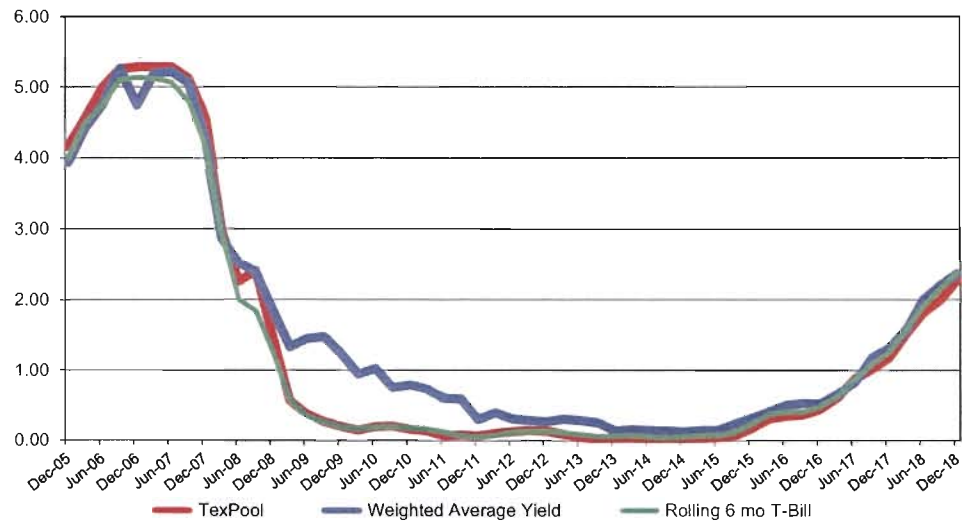
**Portfolio Composition**



**Total Portfolio (Millions)**



**Total Portfolio Performance**



51-5

## Book & Market Value Comparison

Description	Coupon/ Discount	Maturity Date	Settlement Date	December 31, 2018			March 31, 2019		
				Par Value	Book Value	Purchases/ Accruals	Sales/ Maturities	Par Value	Book Value
IBC	2.39%	04/01/19	03/31/19	\$ 15,487,199	\$ 15,487,199	\$ -	\$ (3,047,316)	\$ 12,439,883	\$ 12,439,883
LSNB	0.25%	04/01/19	03/31/19	119,980	119,980	3,259		123,239	123,239
Green Bank MMA	2.56%	04/01/19	03/31/19	758,534	758,534		(758,534)	-	-
Southside Bank MMA	2.59%	04/01/19	03/31/19	2,563,533	2,563,533	15,908		2,579,442	2,579,442
NexBank MMA	2.66%	04/01/19	03/31/19	9,764,475	9,764,475	63,959		9,828,433	9,828,433
TexasDaily	2.41%	04/01/19	03/31/19	117,804	117,804	699		118,503	118,503
TexPool	2.42%	04/01/19	03/31/19	30,606	30,606	182		30,787	30,787
LegacyTexas Bank CD	2.00%	02/07/19	02/07/18	2,033,455	2,033,455		(2,033,455)	-	-
LegacyTexas Bank CD	2.00%	02/12/19	02/12/18	508,364	508,364		(508,364)	-	-
LegacyTexas Bank CD	2.20%	03/22/19	03/22/18	1,525,047	1,525,047		(1,525,047)	-	-
East West Bank CD	2.55%	04/10/19	10/10/18	502,908	502,908	3,172		506,080	506,080
Lubbock National Bank CD	2.60%	06/16/19	06/16/17	2,026,208	2,026,208	13,018		2,039,226	2,039,226
Lubbock National Bank CD	2.60%	06/19/19	06/19/18	1,013,107	1,013,107	6,509		1,019,615	1,019,615
BTH Bank CD	2.63%	07/26/19	07/26/18	1,011,073	1,011,073	6,571		1,017,644	1,017,644
Origin Bank CD	2.72%	08/20/19	02/20/19	-	-	501,490		501,490	501,490
East West Bank CD	2.71%	02/10/20	02/08/19	-	-	1,254,835		1,254,835	1,254,835
LegacyTexas Bank CD	2.63%	09/22/20	03/22/19	-	-	1,500,000		1,500,000	1,500,000
Origin Bank CD	2.82%	02/20/21	02/20/19	-	-	1,253,863		1,253,863	1,253,863
<b>TOTAL</b>				<b>\$ 37,462,291</b>	<b>\$ 37,462,291</b>	<b>\$ 4,623,465</b>	<b>\$ (7,872,715)</b>	<b>\$ 34,213,041</b>	<b>\$ 34,213,041</b>

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**Fund Allocation**

**March 31, 2019**

<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>Venue Debt Reserve</b>	<b>2016 Tax Notes</b>	<b>2017 Venue Tax Bonds</b>	<b>Totals</b>
IBC	\$ 11,075,817	\$ 3,753	\$ 47,761	\$ 20,506	\$ 409,907	\$ 522,570	\$ 152,860	\$ 206,710	\$ 12,439,883
LSNB	-	-	-	123,239	-	-	-	-	123,239
Green Bank MMA	-	-	-	-	-	-	-	-	-
Southside Bank MMA	2,579,442	-	-	-	-	-	-	-	2,579,442
NexBank MMA	1,036,589	-	-	-	-	-	-	8,791,844	9,828,433
TexasDaily	118,503	-	-	-	-	-	-	-	118,503
TexPool	7,698	-	-	23,089	-	-	-	-	30,787
04/10/19–East West Bank CD	506,080	-	-	-	-	-	-	-	506,080
06/16/19–Lubbock National Bank CD	2,039,226	-	-	-	-	-	-	-	2,039,226
06/19/19–Lubbock National Bank CD	1,019,615	-	-	-	-	-	-	-	1,019,615
07/26/19–BTH Bank CD	1,017,644	-	-	-	-	-	-	-	1,017,644
08/20/19–Origin Bank CD	501,490	-	-	-	-	-	-	-	501,490
02/10/20–East West Bank CD	1,254,835	-	-	-	-	-	-	-	1,254,835
09/22/20–LegacyTexas Bank CD	1,500,000	-	-	-	-	-	-	-	1,500,000
02/20/21–Origin Bank CD	1,253,863	-	-	-	-	-	-	-	1,253,863
<b>Totals</b>	<b>\$ 23,910,802</b>	<b>\$ 3,753</b>	<b>\$ 47,761</b>	<b>\$ 166,834</b>	<b>\$ 409,907</b>	<b>\$ 522,570</b>	<b>\$ 152,860</b>	<b>\$ 8,998,554</b>	<b>\$ 34,213,041</b>

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**Fund Allocation**

**December 31, 2018**

<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>Venue Debt Reserve</b>	<b>2016 Tax Notes</b>	<b>2017 Venue Tax Bonds</b>	<b>Totals</b>
IBC	\$ 14,217,203	\$ 5,794	\$ 18,375	\$ 20,398	\$ 407,759	\$ 519,831	\$ 32,693	\$ 265,146	\$ 15,487,199
LSNB	-	-	-	119,980	-	-	-	-	119,980
Green Bank MMA	-	-	-	-	-	-	758,534	-	758,534
Southside Bank MMA	2,563,533	-	-	-	-	-	-	-	2,563,533
NexBank MMA	1,029,844	-	-	-	-	-	-	8,734,631	9,764,475
TexasDaily	117,804	-	-	-	-	-	-	-	117,804
TexPool	7,653	-	-	22,953	-	-	-	-	30,606
02/07/19-LegacyTexas Bank CD	2,033,455	-	-	-	-	-	-	-	2,033,455
02/12/19-LegacyTexas Bank CD	508,364	-	-	-	-	-	-	-	508,364
03/22/19-LegacyTexas Bank CD	1,525,047	-	-	-	-	-	-	-	1,525,047
04/10/19-East West Bank CD	502,908	-	-	-	-	-	-	-	502,908
06/16/19-Lubbock National Bank CD	2,026,208	-	-	-	-	-	-	-	2,026,208
06/19/19-Lubbock National Bank CD	1,013,107	-	-	-	-	-	-	-	1,013,107
07/26/19-BTH Bank CD	1,011,073	-	-	-	-	-	-	-	1,011,073
<b>Totals</b>	<b>\$ 26,556,197</b>	<b>\$ 5,794</b>	<b>\$ 18,375</b>	<b>\$ 163,331</b>	<b>\$ 407,759</b>	<b>\$ 519,831</b>	<b>\$ 791,227</b>	<b>\$ 8,999,777</b>	<b>\$ 37,462,291</b>

81-5



## QUARTERLY INVESTMENT REPORT

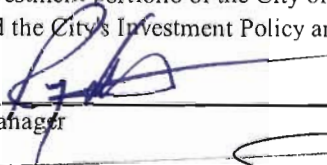
For the Quarter Ended

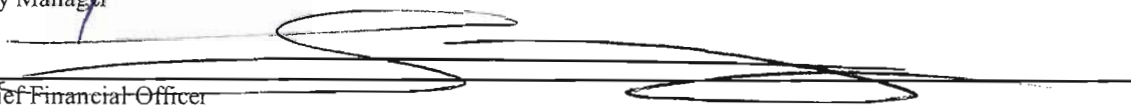
June 30, 2019

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.

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**Summary**

**Quarter End Results by Investment Category:**

Asset Type	March 31, 2019		June 30, 2019		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
DDA/MMA	\$ 24,970,998	\$ 24,970,998	\$ 21,518,467	\$ 21,518,467	2.46%
Pools	149,290	149,290	150,190	150,190	2.40%
CDs/Securities	9,092,753	9,092,753	12,074,489	12,074,489	2.51%
<b>Totals</b>	<b>\$ 34,213,041</b>	<b>\$ 34,213,041</b>	<b>\$ 33,743,145</b>	<b>\$ 33,743,145</b>	

**Current Quarter Average Yield (1)**

Total Portfolio	2.48%
Rolling Three Month Treasury	2.36%
Rolling Six Month Treasury	2.43%

**Fiscal Year-to-Date Average Yield (2)**

Total Portfolio	2.46%
Rolling Three Month Treasury	2.39%
Rolling Six Month Treasury	2.44%
TexPool	2.36%

**Interest Income (unaudited)**

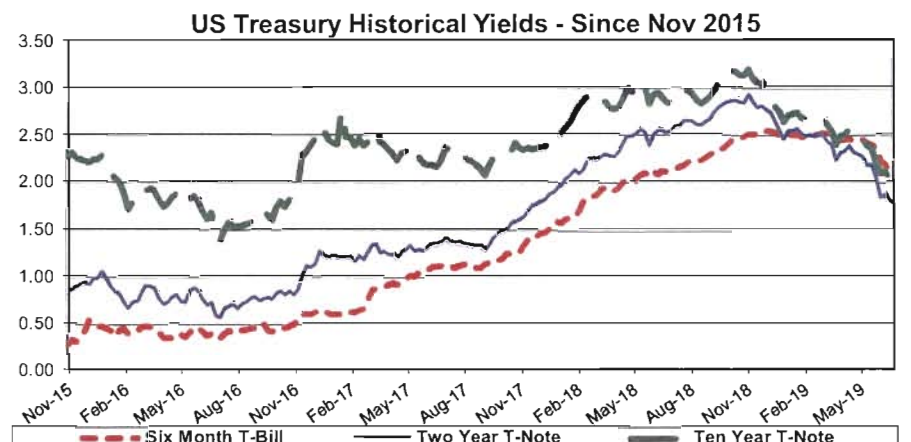
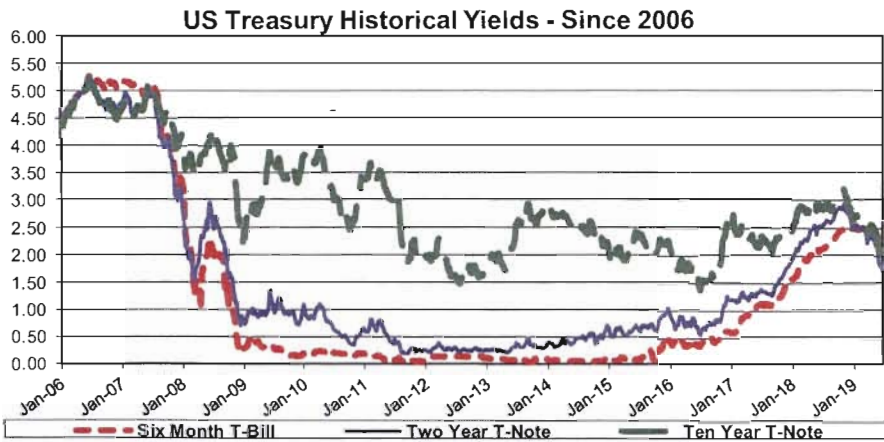
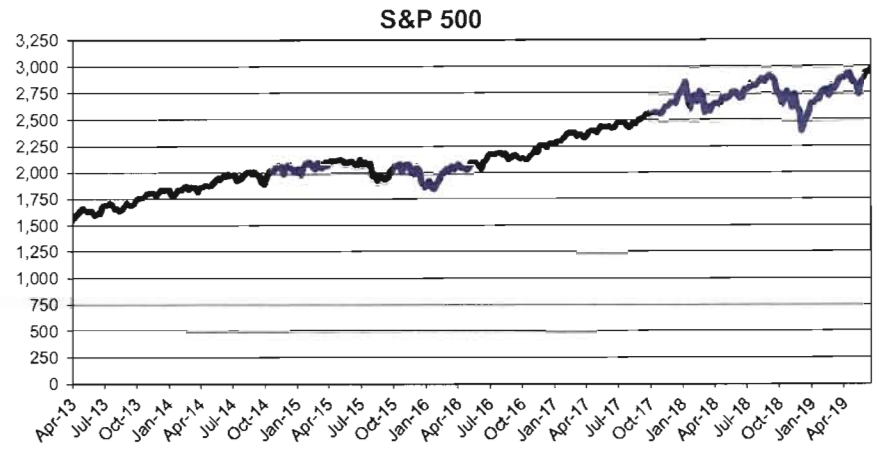
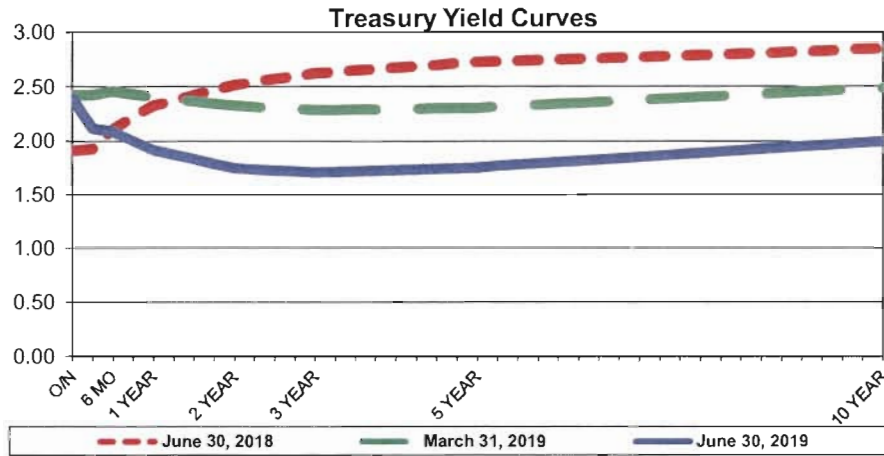
This Quarter	\$ 207,023
Fiscal Year to Date	\$ 626,537

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

(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.

af-s

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 2.25% - 2.50% (Effective Fed Funds are trading +/-2.40%). The Futures Market projects multiple decreases beginning later this summer. Gradual FRB portfolio reduction continues by limiting reinvestment of maturing holdings, but that strategy will end this summer. May Non Farm Payroll only generated 75,000 new jobs, lowering the three month rolling average to 151k. Crude oil bounced up and down this spring around +/- \$60. The Stock Markets reached new highs. Overall economic activity, including housing, remains mostly favorable but mixed. The inverted Yield Curve continues towards lower yields.



5-2-1

**Investment Holdings**  
**June 30, 2019**

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
IBC		2.32%	07/01/19	06/30/19	\$ 11,499,552	\$ 11,499,552	1.00	\$ 11,499,552	1	2.32%
First Community Bank		2.29%	07/01/19	06/30/19	125,414	125,414	1.00	125,414	1	2.29%
NexBank MMA		2.63%	07/01/19	06/30/19	9,893,501	9,893,501	1.00	9,893,501	1	2.63%
TexasDaily	AAAm	2.41%	07/01/19	06/30/19	119,218	119,218	1.00	119,218	1	2.41%
TexPool	AAAm	2.38%	07/01/19	06/30/19	30,972	30,972	1.00	30,972	1	2.38%
BTH Bank CD		2.63%	07/26/19	07/26/18	1,024,405	1,024,405	100.00	1,024,405	26	2.66%
Origin Bank CD		2.72%	08/20/19	02/20/19	504,929	504,929	100.00	504,929	51	2.75%
East West Bank CD		2.56%	10/10/19	04/10/19	502,882	502,882	100.00	502,882	102	2.59%
East West Bank CD		2.71%	02/10/20	02/08/19	1,263,342	1,263,342	100.00	1,263,342	225	2.75%
East West Bank CD		2.35%	06/05/20	06/05/19	2,504,188	2,504,188	100.00	2,504,188	341	2.37%
LegacyTexas Bank CD		2.20%	06/19/20	06/19/19	3,000,000	3,000,000	100.00	3,000,000	355	2.22%
LegacyTexas Bank CD		2.63%	09/22/20	03/22/19	1,509,966	1,509,966	100.00	1,509,966	450	2.66%
Origin Bank CD		2.82%	02/20/21	02/20/19	1,262,777	1,262,777	100.00	1,262,777	601	2.85%
East West Bank CD		2.43%	05/03/21	05/03/19	502,001	502,001	100.00	502,001	673	2.46%
					<b>\$ 33,743,145</b>	<b>\$ 33,743,145</b>		<b>\$ 33,743,145</b>	<b>122</b>	<b>2.48%</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 and SSB Yields Estimated.**

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## Book & Market Value Comparison

Description	Coupon/ Discount	Maturity Date	Settlement Date	March 31, 2019			June 30, 2019		
				Par Value	Book Value	Purchases/ Accruals	Sales/ Maturities	Par Value	Book Value
IBC	2.32%	07/01/19	06/30/19	\$ 12,439,883	\$ 12,439,883	\$ -	\$ (940,332)	\$ 11,499,552	\$ 11,499,552
LSNB	0.25%	07/01/19	06/30/19	123,239	123,239		(123,239)	-	-
First Community Bank	2.29%	07/01/19	06/30/19	-	-	125,414		125,414	125,414
Southside Bank MMA	2.53%	07/01/19	06/30/19	2,579,442	2,579,442		(2,579,442)	-	-
NexBank MMA	2.63%	07/01/19	06/30/19	9,828,433	9,828,433	65,067		9,893,501	9,893,501
TexasDaily	2.41%	07/01/19	06/30/19	118,503	118,503	715		119,218	119,218
TexPool	2.38%	07/01/19	06/30/19	30,787	30,787	185		30,972	30,972
East West Bank CD	2.55%	04/10/19	10/10/18	506,080	506,080		(506,080)	-	-
Lubbock National Bank CD	2.60%	06/16/19	06/16/17	2,039,226	2,039,226		(2,039,226)	-	-
Lubbock National Bank CD	2.60%	06/19/19	06/19/18	1,019,615	1,019,615		(1,019,615)	-	-
BTH Bank CD	2.63%	07/26/19	07/26/18	1,017,644	1,017,644	6,761		1,024,405	1,024,405
Origin Bank CD	2.72%	08/20/19	02/20/19	501,490	501,490	3,439		504,929	504,929
East West Bank CD	2.56%	10/10/19	04/10/19	-	-	502,882		502,882	502,882
East West Bank CD	2.71%	02/10/20	02/08/19	1,254,835	1,254,835	8,507		1,263,342	1,263,342
East West Bank CD	2.35%	06/05/20	06/05/19	-	-	2,504,188		2,504,188	2,504,188
LegacyTexas Bank CD	2.20%	06/19/20	06/19/19	-	-	3,000,000		3,000,000	3,000,000
LegacyTexas Bank CD	2.63%	09/22/20	03/22/19	1,500,000	1,500,000	9,966		1,509,966	1,509,966
Origin Bank CD	2.82%	02/20/21	02/20/19	1,253,863	1,253,863	8,913		1,262,777	1,262,777
East West Bank CD	2.43%	05/03/21	05/03/19	-	-	502,001		502,001	502,001
<b>TOTAL</b>				<b>\$ 34,213,041</b>	<b>\$ 34,213,041</b>	<b>\$ 6,738,038</b>	<b>\$ (7,207,933)</b>	<b>\$ 33,743,145</b>	<b>\$ 33,743,145</b>

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**Fund Allocation**

**March 31, 2019**

<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>Venue Debt Reserve</b>	<b>2016 Tax Notes</b>	<b>2017 Venue Tax Bonds</b>	<b>Totals</b>
IBC	\$ 11,075,817	\$ 3,753	\$ 47,761	\$ 20,506	\$ 409,907	\$ 522,570	\$ 152,860	\$ 206,710	\$ 12,439,883
LSNB	-	-	-	123,239	-	-	-	-	123,239
Southside Bank MMA	2,579,442	-	-	-	-	-	-	-	2,579,442
NexBank MMA	1,036,589	-	-	-	-	-	-	8,791,844	9,828,433
TexasDaily	118,503	-	-	-	-	-	-	-	118,503
TexPool	7,698	-	-	23,089	-	-	-	-	30,787
04/10/19–East West Bank CD	506,080	-	-	-	-	-	-	-	506,080
06/16/19–Lubbock National Bank CD	2,039,226	-	-	-	-	-	-	-	2,039,226
06/19/19–Lubbock National Bank CD	1,019,615	-	-	-	-	-	-	-	1,019,615
07/26/19–BTH Bank CD	1,017,644	-	-	-	-	-	-	-	1,017,644
08/20/19–Origin Bank CD	501,490	-	-	-	-	-	-	-	501,490
02/10/20–East West Bank CD	1,254,835	-	-	-	-	-	-	-	1,254,835
09/22/20–LegacyTexas Bank CD	1,500,000	-	-	-	-	-	-	-	1,500,000
02/20/21–Origin Bank CD	1,253,863	-	-	-	-	-	-	-	1,253,863
<b>Totals</b>	<b>\$ 23,910,802</b>	<b>\$ 3,753</b>	<b>\$ 47,761</b>	<b>\$ 166,834</b>	<b>\$ 409,907</b>	<b>\$ 522,570</b>	<b>\$ 152,860</b>	<b>\$ 8,998,554</b>	<b>\$ 34,213,041</b>

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**Fund Allocation**

**June 30, 2019**

<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>Venue Debt Reserve</b>	<b>2016 Tax Notes</b>	<b>2017 Venue Tax Bonds</b>	<b>Totals</b>
IBC	\$ 10,145,272	\$ 4,175	\$ 66,153	\$ 20,614	\$ 412,068	\$ 525,324	\$ 136,962	\$ 188,984	\$ 11,499,552
First Community Bank	-	-	-	125,414	-	-	-	-	125,414
NexBank MMA	1,043,452	-	-	-	-	-	-	8,850,049	9,893,501
TexasDaily	119,218	-	-	-	-	-	-	-	119,218
TexPool	7,744	-	-	23,228	-	-	-	-	30,972
07/26/19-BTH Bank CD	1,024,405	-	-	-	-	-	-	-	1,024,405
08/20/19-Origin Bank CD	504,929	-	-	-	-	-	-	-	504,929
10/19/19-East West Bank CD	502,882	-	-	-	-	-	-	-	502,882
02/10/20-East West Bank CD	1,263,342	-	-	-	-	-	-	-	1,263,342
06/05/20-East West Bank CD	2,504,188	-	-	-	-	-	-	-	2,504,188
06/19/20-LegacyTexas Bank CD	3,000,000	-	-	-	-	-	-	-	3,000,000
09/22/20-LegacyTexas Bank CD	1,509,966	-	-	-	-	-	-	-	1,509,966
02/20/21-Origin Bank CD	1,262,777	-	-	-	-	-	-	-	1,262,777
05/03/21-East West Bank CD	502,001	-	-	-	-	-	-	-	502,001
<b>Totals</b>	<b>\$ 23,390,174</b>	<b>\$ 4,175</b>	<b>\$ 66,153</b>	<b>\$ 169,256</b>	<b>\$ 412,068</b>	<b>\$ 525,324</b>	<b>\$ 136,962</b>	<b>\$ 9,039,033</b>	<b>\$ 33,743,145</b>

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Rodrigo Gimenez, Chief Financial Officer & Interim Assist City Manager

**DEPARTMENT:** Finance

**ITEM**

Approve changes to the Investment Policy for the City of South Padre Island and the South Padre Island Economic Development Corporation in accordance to the Public Funds Investment Act

**ITEM BACKGROUND**

On an annual basis, the City's governing body must review and approve its Investment Policy and authorized list of investment providers to remain in compliance with the Public Funds Investment Act. The Investment Policy has been reviewed by the City's investment advisor, Valley View Consulting L.L.C.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Recommend approval.

5-29



CITY OF SOUTH PADRE ISLAND

And

SOUTH PADRE ECONOMIC DEVELOPMENT

CORPORATION

INVESTMENT POLICY

Adopted  
August 1, ~~2018~~2019

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## INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of South Padre Island (the "City") and the South Padre Island Economic Development Corporation (the "EDC") to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The City Council of the City and Board of Directors of the EDC shall review its investment strategies and policy not less than annually. This Policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Government Code chapter 2256, (the "PFIA")) to define, adopt and review a formal investment strategy and policy.

Throughout this Investment Policy, the City and EDC shall be collectively referred to as "SOUTH PADRE."

## INVESTMENT POLICY

### I. SCOPE

This Investment Policy applies to all financial assets of SOUTH PADRE. The funds are accounted for in SOUTH PADRE's Comprehensive Annual Financial Report (CAFR) and include (but are not limited to):

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Economic Development Funds

### II. OBJECTIVES

SOUTH PADRE shall manage and invest its cash with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments

shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

SOUTH PADRE shall utilize cash management procedures which include collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies to ensure maximum cash availability and interest earnings on short-term investment of idle cash.

### Safety

The primary objective of SOUTH PADRE's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

### Liquidity

The investment portfolio shall be structured such that SOUTH PADRE is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, maintaining adequate levels of highly liquid investments and by investing in securities with active secondary markets.

### Public Trust

In addition to achieving the stated objectives, all participants in SOUTH PADRE's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in SOUTH PADRE's ability to govern effectively.

### Yield

The investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment

policies. To determine portfolio performance, this Policy establishes “weighted average yield to maturity” as the standard calculation.

### INVESTMENT STRATEGY

SOUTH PADRE maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating fund and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term investments that will complement each other in a ladder or barbell maturity structure with a maximum maturity of two years. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.
  
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.
  
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities with a maximum maturity of five years. Funds shall be managed and invested with the

objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in cash equivalent investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of investments held should not exceed the estimated project completion date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.
  
- E. Investment strategies for Economic Development Funds will consider that these fund balances are designated for economic development projects and will be scheduled by the South Padre Economic Development Corporation. In addition to considerations addressed in the balance of this Investment Policy, the maximum weighted average maturity of Economic Development Funds shall not exceed two years. The maximum maturity of an individual investment shall not exceed three years. To ensure adequate liquidity for unanticipated cash needs, a portion of the fund balances shall be invested in financial institution deposits, constant dollar investment pools, or money market mutual funds. Any term-specific investments shall be matched with anticipated cash requirements. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

### III. RESPONSIBILITY AND CONTROL

#### Delegation of Authority and Training

The City Manager and Chief Financial Officer are designated as Investment Officers of SOUTH PADRE. The City Manager shall approve all strategic investment programs prior to implementation. The City's Chief Financial Officer is responsible for day-to-day cash management activities, including, but not limited to, transfers between the City's Primary Depository and

authorized local government investment pools. The City's Chief Financial Officer shall establish procedures for the operation of the cash management and investment programs, consistent with this Investment Policy.

To ensure qualified and capable investment management, each Investment Officer shall attend at least one training session, from an independent training source, and accumulating at least 10 hours of instruction relating to the Officer's responsibility under the PFIA within 12 months after assuming duties. Thereafter, each Investment Officer shall additionally attend at least one training session, from an independent training source, and accumulating at least 8 hours of instruction relating to the Officer's responsibility under the PFIA not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date.

The approved independent sources of training are: Government Finance Officers' Association of Texas, Government Treasurers' Organization of Texas, Government Finance Officers' Association, University of North Texas, Texas City Managers Association, and the Texas Municipal League.

### Internal Controls

The City's Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of SOUTH PADRE are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the City's Chief Financial Officer shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.

- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

### Prudence

The standard of prudence to be applied to the Investment Officers shall be the "prudent person" rule, which states: "Investments shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under SOUTH PADRE's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written Investment Policy of SOUTH PADRE.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately to the City Manager and/or the Council and that appropriate action is taken to control adverse developments.

## Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair the ability to make impartial investment decisions and shall disclose to the City Manager any material financial interests in financial institutions that conduct business with SOUTH PADRE. They shall further disclose positions that could be related to the performance of SOUTH PADRE's portfolio. Investment Officers shall subordinate their personal financial transactions to those of SOUTH PADRE, particularly with regard to timing of purchases and sales.

An Investment Officer who has a personal business relationship with an organization seeking to sell an investment to SOUTH PADRE shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to SOUTH PADRE shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing bodies of SOUTH PADRE.

## Quarterly Reporting

The Investment Officers shall submit a signed quarterly investment report, crafted in compliance with the PFIA, to the City Manager and each respective governing body, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment instruments, maturities, risk characteristics, and shall explain the total investment return for the quarter.

At the end of the fiscal year, the Investment Officers shall include information incorporating the full year's investment portfolio activity and performance.



## Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow SOUTH PADRE to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period by maturity date.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of investments for the period.
- C. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- D. Listing of investments held by fund.
- E. The percentage of the total portfolio which each type of investment represents.
- F. Statement of compliance of SOUTH PADRE's investment portfolio with State Law and the Investment Strategy and Policy approved by the governing bodies.

## Active Portfolio Management

SOUTH PADRE shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold before they mature if market conditions present an opportunity for SOUTH PADRE to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

SOUTH PADRE is not required to liquidate investments that were authorized investments at the time of purchase but no longer meet one or more requirements of this Policy.

Not less than quarterly, the Investment Officer will obtain the current credit rating for each held investment from a reliable source to ensure that the investment has maintained the required minimum rating. An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. SOUTH PADRE shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

### Investments

Assets of SOUTH PADRE may be invested in the following instruments.

#### 1. Authorized

- A. Obligations of the United States of America, its agencies and instrumentalities, including the Federal Home Loan Banks.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.

- E. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, b) is secured by obligations described in Section V. SAFEKEEPING AND CUSTODY and in a manner and amount provided by law for deposits of SOUTH PADRE, or c) is executed through a depository institution or an approved broker that has its main office or a branch office in Texas that meets the requirements of the PFIA.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the City's Chief Financial Officer, other than an agency for the pledger. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.
- G. Texas local government investment pools that seek to maintain a stable dollar asset value, would be described as "government" portfolios, are specifically authorized by the governing bodies of the City of South Padre Island and the South Padre Economic Development Corporation, and comply with the requirements of State law.
- H. Investment pools that provide fixed maturity, fixed yield investments, are specifically authorized by the governing bodies of the City of South Padre Island and the South Padre Economic Development Corporation, and comply with the requirements of State law.
- I. SEC registered, no load, government money market mutual funds that comply with the requirements of State law.

## 2. Not Authorized

SOUTH PADRE'S authorized investment options are more restrictive than those allowed by State law. State law specially prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

### 3. Holding Period

SOUTH PADRE intends to match the holding periods of investment funds with liquidity needs of SOUTH PADRE. In no case will the average maturity of investments of SOUTH PADRE's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years.

### 4. Risk and Diversification

SOUTH PADRE recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of dollar weighted average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments.

C. All investment funds shall be placed directly with qualified investment providers as authorized by this Investment Policy and the PFIA.

#### IV. SELECTION OF QUALIFYING INSTITUTIONS

All local government investment pool providers must submit an Investment Policy Certification to acknowledge that they have received a copy of the City's current Investment Policy, in compliance with the PFIA.

##### Primary Depository

In compliance with State legislation, a Primary Depository shall be selected through SOUTH PADRE's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the City's Chief Financial Officer shall conduct a review of prospective depository's credit characteristics and financial history.

##### Broker/Dealers

For broker/dealers of investment securities, SOUTH PADRE may select any dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers." Other non-primary firms may be utilized if analysis reveals that such firms are adequately financed to conduct public business. Any broker/dealer must have been authorized by the City Council to execute transactions with SOUTH PADRE prior to any such transaction (Appendix A.).

#### V. SAFEKEEPING AND CUSTODY

##### Insurance and Collateral

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. SOUTH PADRE reserves the right, in its sole discretion, to accept or reject any form of insurance or

collateralization pledged towards deposits. Financial institutions serving as SOUTH PADRE depositories will be required to sign a depository agreement with SOUTH PADRE. The collateralized deposit portion of the agreement shall define SOUTH PADRE's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the depository and SOUTH PADRE contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or authorized Committee of the depository and a copy of the meeting minutes must be delivered to SOUTH PADRE; and
- The Agreement must be part of the depository's "official record" continuously since its execution.

**Insurance, Pledged Collateral or Purchased Securities** - With the exception of deposits secured with irrevocable letters of credit at 100% of amount, all deposits of SOUTH PADRE funds with eligible depositories shall be secured by pledged collateral with a market value equal to or greater than 102% of the deposits, less any amount insured by the FDIC. Repurchase agreements shall be documented by a specific agreement noting the "purchased securities" in each agreement. Collateral pledged and purchased securities shall be held at an independent safekeeping agent approved by SOUTH PADRE and reports of said securities reviewed at least monthly to assure the market value equals or exceeds the related SOUTH PADRE investment.

Evidence of the pledged collateral shall be maintained by the City's Chief Financial Officer or a third party financial institution.

### Custodial Agreement

Collateral pledged to secure deposits of SOUTH PADRE shall be held by a safekeeping institution in accordance with a custodial agreement which

clearly defines the procedural steps for gaining access to the collateral should SOUTH PADRE determine that SOUTH PADRE's funds are in jeopardy. The custodial institution, or Custodian, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. A custodial receipt shall be issued to SOUTH PADRE listing the specific investment, CUSIP, rate, maturity, and other pertinent information.

### Collateral Defined

SOUTH PADRE shall accept only the following as collateral:

- A. FDIC insurance coverage.
- B. A bond, certificate of indebtedness, debenture or letter of credit of the United States or its agencies and instrumentalities, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States or its agencies and instrumentalities.
- C. Obligations, the principal and interest on which, are conditionally guaranteed or insured by the State of Texas.
- D. A bond of a county, city or other political subdivision of the State of Texas having been rated no less than "A" or its~~s~~ equivalent by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.
- E. A letter of credit issued to SOUTH PADRE by the Federal Home Loan Bank.

### Subject to Audit

All collateral shall be subject to inspection and audit by the City's Chief Financial Officer or SOUTH PADRE's independent auditors.

### Delivery vs. Payment

Investment securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the safekeeping agent. The security shall be held in an account in the name of SOUTH PADRE or held on behalf of SOUTH PADRE. The safekeeping agent's records shall assure the notation of SOUTH PADRE's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to SOUTH PADRE.

## VI. INVESTMENT POLICY ADOPTION

SOUTH PADRE Investment Policy shall be annually reviewed and adopted by action of each respective governing body.



Appendix A.

**Authorized Broker/Dealers**

BBVA Securities  
Duncan Williams, Inc.  
~~Mutual Securities, Inc.~~  
Multi-Bank Securities  
Oppenheimer & Company, Inc  
Raymond James  
Rice Financial  
Wells Fargo Securities

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Debbie Huffman, Parks and Recreation

**DEPARTMENT:** Parks

**ITEM**

Approve Resolution No. 2019-29 for the temporary closure of Park Road 100 (Padre Boulevard) for the 2019 Walk for Women Breast Cancer Awareness Walk on Sunday, October 13, 2019.

**ITEM BACKGROUND**

This is an annual Walk for 'Women' and is scheduled for Sunday, October 13, 2019. The event starts at South Padre Island Convention Center and ends at Louie's Backyard.

**BUDGET/FINANCIAL SUMMARY**

Impact on city services provided

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Resolution No. 2019-29.



**RESOLUTION NO. 2019-29**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, APPROVING THE TEMPORARY CLOSURE OF PARK ROAD 100 (PADRE BOULEVARD) FOR THE 2019 WALK FOR WOMEN BREAST CANCER AWARENESS WALK ON SUNDAY OCTOBER 13, 2019.**

**WHEREAS**, the 2019 Walk For Women Breast Cancer Awareness Walk is an annual event beginning at South Padre Island Convention Centre & ending at Louie's Backyard on South Padre Island; and

**WHEREAS**, the 'Walk for Women' brings over 100 participants and their families to South Padre Island; and

**WHEREAS**, the implementation of the 'Walk for Women' 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. 2019-29 supporting the temporary closure of Park Road 100 (Padre Boulevard) on October 13, 2019 for this event and will provide traffic control for the temporary closure of Park Road 100 to provide safe travel for all participants and the general public.

**PASSED, APPROVED AND ADOPTED** on this the 7th day of August, 2019.

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Patrick McNulty, Mayor

**ATTEST:**

\_\_\_\_\_  
Susan Manning, City Secretary

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STATE OF TEXAS §

COUNTY OF §

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

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

**WITNESSETH**

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

**WHEREAS**, the City has requested the temporary closure of Hwy 100 for the purpose of 2019 Walk for Women, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

**WHEREAS**, on the 7<sup>th</sup> day of August, 2019, the SPI City Council passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

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

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

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

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

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

**Article 2. EVENT DESCRIPTION**

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

**Article 3. OPERATIONS OF THE EVENT**

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

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

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

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

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

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

**Article 4. OWNERSHIP OF DOCUMENTS**

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

**Article 5. TERMINATION**

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

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

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

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

**Article 6. DISPUTES**

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

**Article 7. RESPONSIBILITIES OF THE PARTIES**

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

**Article 8. INSURANCE**

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

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

**Article 9. AMENDMENTS**

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

**Article 10. COMPLIANCE WITH LAWS**

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

**Article 11. LEGAL CONSTRUCTION**

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

**Article 12. NOTICES**

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

Agreement No. \_\_\_\_\_

<p style="text-align: center;"><b>City:</b></p> <p><u>South Padre Island</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;"><b>State:</b></p> <p>Texas Department of Transportation</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	---

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

**Article 13. SOLE AGREEMENT**

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

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

**THE CITY OF** South Padre Island

Executed on behalf of the City by:

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

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

**THE STATE OF TEXAS**

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

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

Reviewed By:

\_\_\_\_\_  
Director of Maintenance Date: \_\_\_\_\_

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Agreement No. \_\_\_\_\_

**Exhibit A**

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**

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**LOUIE'S**  
backyard  
bayside dining & cocktails

To Whom It May Concern,

Louie's Backyard looks forward to hosting the 2019 Walk For Women on Sunday October 13, 2019.

Louie's has both ample parking and restrooms facilities to host the event. If you have any questions please feel free to contact me at Louie's.

Thank You,



Joe Ricco

General Manager

Louie's Backyard

[Redrumjoe2@aol.com](mailto:Redrumjoe2@aol.com)

Office 956.761.6406

Cell 956.266.3550

Agreement No. \_\_\_\_\_

**Exhibit B**

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**

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## **South Padre Island Police Department**

**Randy Smith, Chief**

### **Traffic Management Plan Walk for Women Sunday October 13<sup>th</sup>, 2019 South Padre Island Police Department and Public Works**

#### **I. Purpose**

The purpose of this plan is to best manage traffic flow during the Annual Walk for Women. It will also provide procedures for deployment of personnel and equipment to ensure the success of this event.

#### **II. Discussion**

It is the plan of this law enforcement agency along with other City Departments of South Padre Island to work together and manage personnel and equipment placed in areas to enhance the flow of traffic to manage the walk event. **The partial closure will take place from approximately 09:00 a.m. to 01:00 p.m. on Sunday morning October 13<sup>th</sup>, 2019**

The Walk for women participants will gather at the South Padre Island Convention Centre and proceed to walk south on Padre Boulevard toward Amberjack street using the outside lane and shoulder lane. Emergency vehicles will follow the participants and keep the flow of moving traffic to the inside lane as well as provide medical support. Walking Participants will then make their way to W. Amberjack Street towards Laguna and then proceed south to end at Ling street and Laguna Boulevard.

#### **III. Actions**

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

Partial Closure: 09:00 a.m. to 01:00 p.m.

Southbound Park Road 100 right lane / shoulder at Orca Circle Drive up to Amberjack Street.

The SPI public works will place traffic cones to identify the route taken by the

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

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Agreement No. \_\_\_\_\_

**Exhibit C**

- **MAP REFLECTING LOCATION(S) WHERE CLOSURE WILL TAKE PLACE.**

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**Walk for Women – Breast Cancer Awareness Walk**

Route begins at: SPI Convention Center at 7355 Padre Blvd, South Padre Island, TX. 78597

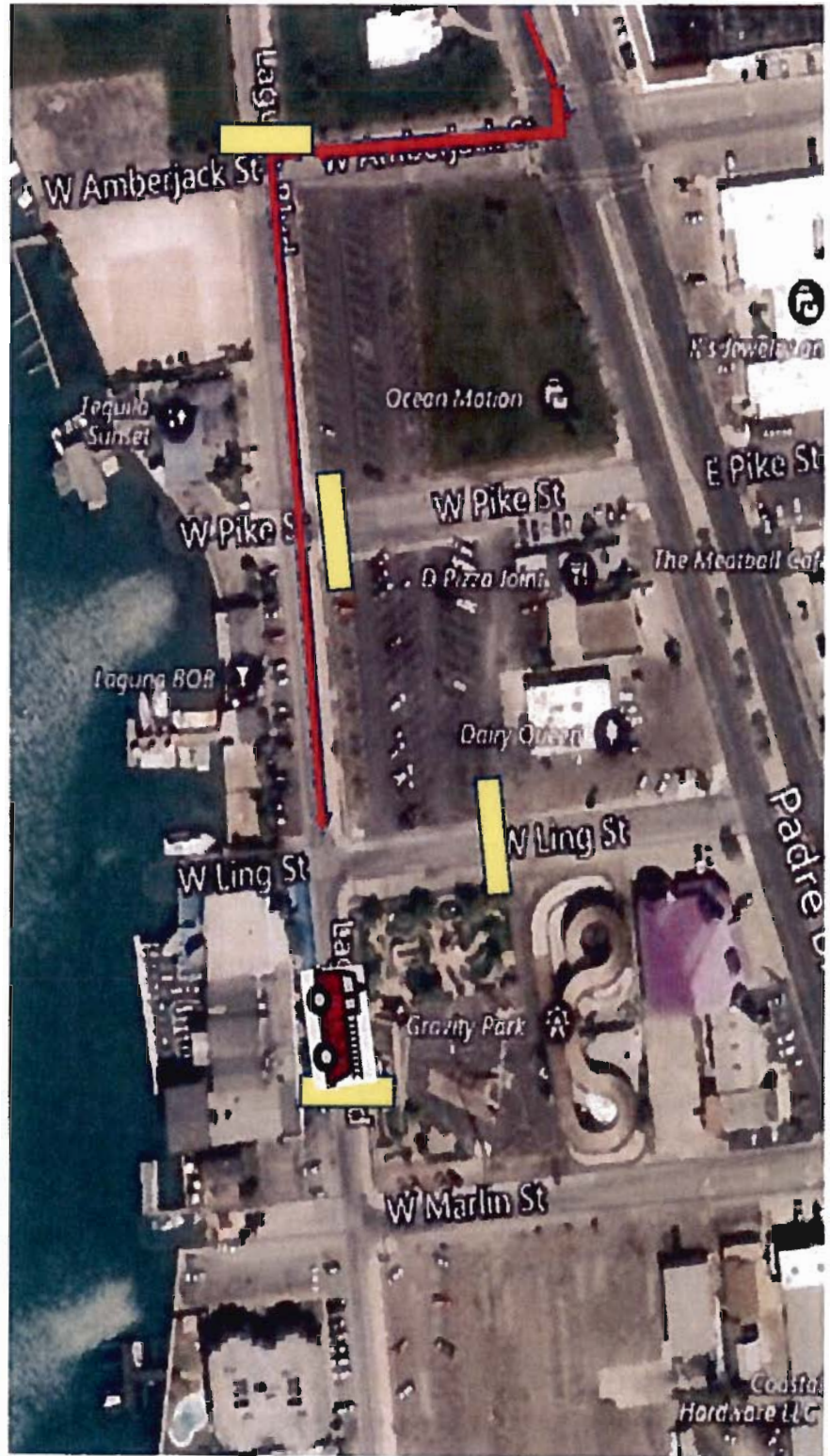
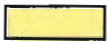
Ends at: Louie's Backyard at 2305 Laguna Blvd, South Padre Island, TX. 78597



Walk route



Barricades



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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Debbie Huffman, Parks and Recreation

**DEPARTMENT:** Parks

**ITEM**

Approve Resolution No. 2019-30 for the temporary closure of Park Road 100 (Padre Boulevard) for the 2019 South Padre Island Beach 13.1K and Relay on Saturday, November 9, 2019.

**ITEM BACKGROUND**

The South Padre Island Beach 13.1K and Relay is a new event and is scheduled for Saturday, November 9, 2019. The event starts at Longboards Bar and Grill 205 Palm St. across Park Road 100 continues to the beach. Runners will run to the Sandpiper Pavilion turn around and run to Andy Bowie and the run ends at Longboards Bar and Grill.

**BUDGET/FINANCIAL SUMMARY**

Impact on city services provided

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Resolution No. 2019-30.



**RESOLUTION NO. 2019-30**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, APPROVING THE TEMPORARY CLOSURE OF PARK ROAD 100 (PADRE BOULEVARD) FOR THE SOUTH PADRE ISLAND 13.1K AND RELAY SATURDAY, NOVEMBER 9, 2019.**

**WHEREAS**, the South Padre Island Beach 13.1K and Relay is a new event and is scheduled for Saturday, November 9, 2019. The event starts at Longboards Bar and Grill (205 Palm St.) runner will cross Park Road 100 and continue on to the beach. Runners will run to the Sandpiper Pavilion in Isla Blanca Park turn around and run to Andy Bowie Park and the run will end at Longboards Bar and Grill; and

**WHEREAS**, the implementation of the South Padre Island 13.1K and Relay 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. 2019-30 supporting the temporary closure of Park Road 100 (Padre Boulevard) on November 9, 2019 for this event and will provide traffic control for the temporary closure of Park Road 100 to provide safe travel for all participants and the general public.

**PASSED, APPROVED AND ADOPTED** on this the 7th day of August, 2019.

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Patrick McNulty, Mayor

**ATTEST:**

\_\_\_\_\_  
Susan Manning, City Secretary

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# Special Event Permit

City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, TX 78597  
Phone: (956) 761-8168  
DHuffman@MySPI.org  
SpecialEventPermit@MySPI.org  
www.MySPI.org

Event Title: South Padre Island Beach 13.1 Relay  
 New Event     Returning Event     Convention Bureau Sponsorship

Permit Applicant: Robert McBee  
This is the person organizing the event and is responsible in all ways for the event.

E-mail: morathunman956@gmail.com Phone: 956-465-8576

Address: 3207 Noble Dr. Brownsville Tx 78526

Event Date(s): Nov. 9, 2019

Location: Start & Finish @ Longboard's Bar & Grill - Route Included.

Times: Set-Up 4 AM Start of Event 6:30 AM  
Finish 10:30 AM Tear Down 1 PM

Location Map Attached    Estimated Attendance: 500-1000 Runners + family & friends

**Services needed from City Departments:**

Special Event Designation (CM)     Causeway Closure (CM)     Street Closure (CM)

**Event Description:** Please put as much detail as possible to describe your event. How many people do you expect to attend? Please include the name of partners or performers involved in the event. (This information may not be used to determine approval of plan, but may be used to research prior events for potential risk assessment to determine public safety requirements.) This section should answer what the event is, where it will be held and how the event will operate.

A half marathon is a 13.1 mile run. The event will begin & end @ Longboard Bar & Grill. The run will start on Palm St. and run to the beach. Runners will run to Sandpiper pavillion, turn around & run to Andy Bowie. If runners are running the relay - The exchange point is Andy Bowie Dock if not they turnaround & go back to start line. (finish line) Route picture is included.

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CVA Sponsorship info: If your event is the recipient of CVB funding, please state here what they are providing for the event.

Funding

Marketing

Description:

We will be asking for funding at the July meeting.

### Police

Traffic Plan  Parking Plan  Street or Causeway Closure  Security Staffing

Security is an important part of any large gathering. As the event organizer, it is your responsibility to ensure that security is adequate for your event. Please consult the SPI Large Event Ordinance to determine the specific security requirements for your event. SPI off duty police officers can be hired for \$35 per hour, if needed. Contact Lt. Herrera at (856) 761-8146 for more information. The South Padre Police Department has authority over your event safety requirements.

A parking and transportation plan is also required. If off site parking is planned, permission of the property owner must be submitted in writing with this form.

Description:

Officers will help guide traffic early & help with Palm St. closure. Palm St. only need to be closed a short amount of time (early AM). Lt. Herrera and I have discussed the necessary plans.

### Fire/EMS

Fireworks/pyrotechnics  Fire Marshall inspection  EMT (\$30 per hour)  Lifeguards

This section is to help assess the level of fire and medical services needed for your event. You must develop and submit a medical plan for your event. The most basic plan for small events with a low medical risk is the designation of an event representative to call 9-1-1 and a representative on-site with CPR certification. Events with attendees of 1,000-3,000 + may be required to have 1 certified EMT (2 if transport is required).

Please provide the name, address, telephone number and e-mail address of the primary medical service provider. It is your responsibility to ensure that all medical support personnel, whether paid or volunteer, have the appropriate licensing, certifications, and insurance to provide services at your event. The South Padre Fire Chief or Captain have authority to require a minimum number of licensed medical providers and staff positions as well as other Fire-Rescue Department personnel necessary to support the needs of the event.

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- Our event is a cupless event. Runners carry their own bottles & fill up at water stations.

None needed.  
We are using REs at Isla Blanca & Andy Bowie. We will use 3-4 of the Beach Access REs. When the city determines which ones will remain open we will pace the best ones for our runners.  
- We will have TOBIS w/ water at all Estroom sites.

Description:

If you intend to sell, serve, give away, or sample food or consumable products, including beverages, at a public event, you must develop a Food Proposal Plan that complies with the Texas Food Establishment Rules and approved through the SFI Environmental Health Department. Each food vendor at your event must obtain a separate Temporary Food Permit.  
As part of the Environmental Health Services Department's food handling permit process, you are required to include public safety features in your event plan such as hand-washing sinks and restrooms, etc.  
In this section, please list the number of restrooms/port-a-potties you plan to provide to support your event. The City requires one (1) portable toilet for every 300 attendees, unless otherwise approved by the Environmental Health Director. Please identify on your attached site plan, where the restrooms will be located.  
To assure hydration of your event participants, Drinking water stations should be provided, 1 station per 2,500 participants.

Environmental Health Services

- Temporary Food Permit
- Sinks
- Port a potties

Captain Oigg and I decided the best plan of action is to have trucks with lifeguards patrolling the beach during the run. We will determine how many when we have a more exact number of runners.

Description:

## Public Works

- Traffic Cones     Early Set-Up (before 9 am)     Trash receptacles

One 40 gallon trash can per 100 attendees is required for all special events. These receptacles should also be shown on your attached site plan. Please indicate below the plan for emptying these cans. You will want to contact Republic Services 800-423-7316 for more information on trash pick up. At the conclusion of your event, the event venue and surrounding areas must be cleaned.

If you are in need of traffic cones, this section is where you will make that request. Please indicate what assistance you will need with any route set up.

If you require trash receptacles, please indicate this information below.

Description:

- Cones needed on palm.  
- Longboard will have plenty of  
Trash receptacles.

## Building Inspections

- Staging     Signs/Banners     Electrical/Lighting     Temporary Structures/Tents

As an event organizer you are required to meet or exceed the local and state codes and regulations related to the use and distribution of electrical power. The installation and distribution of all electrical power must be completed by a State of Texas licensed electrician.

If your event includes the need for portable structures, pre-fabricated structures or site-built structures such as bleachers, elevated platforms, temporary pedestrian bridges, tent structures, inflatables, etc. you will be required to obtain a temporary building permit from the City Building Inspections Division. As a part of the building permit process, issues such as structural safety due to wind, as well as requirements for accessibility by disabled persons will be reviewed for compliance with the Code of Ordinances. Your event cannot occupy regulated structures without a final inspection of construction.

Any signage plans should be described here.

Description:

N/A - We are using the stage  
in Longboards for our presentations

## Shoreline

Beach Vehicle Access (permit \$30)

Beach Prep/Raking (\$30 per hour)

In this section please explain your plan for any beach access or use, such as activities that may impact other beach users, dunes, vegetation or marine life, or any vehicles that may need to access the beach. Special rules, regulations and restrictions unique to the beach may apply. Public beaches cannot be reserved for the exclusive use of one group. Access to the beach by the general public must be available at all times. No open fires are allowed on any beach. Please be aware that the City of SPI works in partnership with the GLO. Vegetation and dunes must not be disturbed by any activities of a special event or it's participants. Fines may be imposed for violations.

Description:

At each water stop to carry water + tables.

**Other - any other information relevant to this event that should be shared:**

Description:

We will leave NO footprint. This is a cupless event!

## Media

Please include a press release about your event to be released to the community. Include the who, what, why, and where, any admission fee and who to contact for further information or registration.

## Alcohol at an event

If alcohol is served, it is the organizer's responsibility to contact the TABC and to follow all State and Federal regulations. The safety and security of the participants should be an important part of your security and safety plan and should be addressed in this application.

If your event site plan assumes a large egress or ingress of pedestrians or if access to off-site parking anticipates attendees to pass through other businesses or neighborhoods AND alcohol is being consumed at the event, then a plan to mitigate the impacts must be included.

## Insurance and Indemnification

All special event permits are valid for a specified term, subject to early termination or modification in accordance with the terms and conditions set forth herein. This permit is not re-assignable. This agreement is made upon the express condition that the City, its officers, directors, agents, representatives and employees shall be free from all liabilities and claims for damages, legal fees, court costs and/or suits for or by reason of any injury, injuries or deaths to any person or persons or property of any kind whatsoever, whether the person or property, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said property or any part thereof during the term of this agreement occasioned by any occupancy or use of said premises or any activity carried on by the event organizer. The event organizer hereby covenants and agrees to indemnify and save harmless the City from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

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During the term of this agreement, the event organizer shall procure and keep in force insurance with limits of \$1,000,000 per occurrence and 2,000,000 general aggregate. The policy must contain a policy endorsement that names "The City of South Padre Island, it's elected officials, representatives, employees or agents" as additionally insured. Applicant must provide a copy of the actual endorsement.

Endorsement Certificate Attached

### Additional Comments

In addition to the requirements of Chapter 13 of the City of South Padre Island Code of Ordinances, the City may impose any other restrictions or requirements appropriate for said event. Texas law applies to all matters relating to the event. All costs shall be borne by the event organizer unless agreed otherwise in writing.

RH MCB

Applicant Signature

Date:

6/11/19

Approval by City

Date:

STATE OF TEXAS §

COUNTY OF §

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

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

**WITNESSETH**

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

**WHEREAS**, the City has requested the temporary closure of Hwy 100 (Padre Blvd) for the purpose of South Padre Island 13.1K and Relay, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

**WHEREAS**, on the 7 day of August, 2019, the SPI City Council passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

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

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

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

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

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

**Article 2. EVENT DESCRIPTION**

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

**Article 3. OPERATIONS OF THE EVENT**

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

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

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

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

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

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

**Article 4. OWNERSHIP OF DOCUMENTS**

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

**Article 5. TERMINATION**

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

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

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

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

**Article 6. DISPUTES**

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

**Article 7. RESPONSIBILITIES OF THE PARTIES**

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

**Article 8. INSURANCE**

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

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

**Article 9. AMENDMENTS**

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

**Article 10. COMPLIANCE WITH LAWS**

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

**Article 11. LEGAL CONSTRUCTION**

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

**Article 12. NOTICES**

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

City:	Agreement No.
State:	State:
South Padre Island	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

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

**Article 13. SOLE AGREEMENT**

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

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

**THE CITY OF** South Padre Island

Executed on behalf of the City by:

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

Typed or Printed Name and Title Randy Smith  
City Manager

**THE STATE OF TEXAS**

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

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

Reviewed By:

\_\_\_\_\_  
Director of Maintenance Date: \_\_\_\_\_

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Agreement No. \_\_\_\_\_

## Exhibit A

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**



May 24, 2019

Dear Robert McBee;

This letter is to let you know that we will be happy to be the host location for your half marathon; being held Saturday, November 9, 2019.

We are hoping this will be a huge attraction for many years to come.

Beach Wishes,  
DeeOnda Ahadi  
Sales & Marketing  
LongBoard Bar & Grill  
205 W. Palm Street  
South Padre Island, TX 78597  
956-299-0965  
[FunTimesAtLongBoard@gmail.com](mailto:FunTimesAtLongBoard@gmail.com)

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Agreement No. \_\_\_\_\_

**Exhibit B**

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**

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## South Padre Island Police Department

*Randy Smith, Chief*

### Traffic Management Plan Color Me Rad February 11, 2018

#### I. Purpose

The purpose of this plan is to best manage traffic flow during the 2018 Color Me Rad Run. It will also provide procedures for deployment of personnel and equipment to ensure a safe and successful event.

#### II. Discussion

It is the plan of this law enforcement agency along with other city departments of South Padre Island to work together and manage personnel and equipment placed in areas to enhance the flow of traffic while reassuring safety of the event participants.

#### III. Actions

1. The placement of traffic control barrels/cones on the roadways to direct traffic movement to minimize the delay of traffic movement. The placement of these devices would be at a time and place identified by city personnel of all entities and staff of the event.
2. To identify locations where police and other personnel could be positioned to ensure control and safe movement of traffic. (2 officers in vehicle with emergency lights at 1800 Padre Blvd. and 1 officer in a vehicle with emergency lights at 1800 Gulf)
3. To identify locations of traffic control management/traffic control devices to facilitate the event: such as road closures and approximate times of closures. Temporary closure of West Palm, East Palm to allow runners to start race at Long Board, run east, temporary closure of Padre Blvd. north and south bound lanes to allow runners to cross Padre Blvd. onto East Palm towards Gulf. Temporary closure to allow runners to cross Gulf onto the pedestrian/bike lane to continue the race towards and onto the beach. Approximate time for all closures ten to fifteen minutes.
  - a. The date and time of race will be February 11, 2018. The race will begin at 09:00 am and end by 11:00 am.
4. The same will apply when runners return, exit the beach run on East Palm towards Long Board to the finish line.

#### IV. Additional Considerations

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

## **South Padre Island Police Department**

1. EMS personnel will be on standby in South Padre Island to treat injured participants.
2. The police department is charged with the management of this traffic plan for this event. Any complications where elements might compromise the traffic flow or congestions will be identified and addressed.
3. Extra police personnel will be hired to work the traffic management plan.
4. We will prepare for the known variable and adjust to the needs that arise.
5. This plan requires approval by all associated entities.

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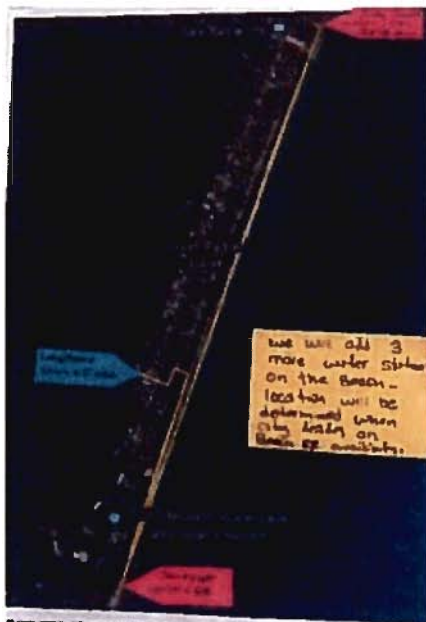
Randy Smith, Chief

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

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4601 Padre Boulevard • South Padre Island, Texas 78597 • 956.761.3070 • Fax 956.761.3896

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we will all 3  
more water sites  
on the beach -  
location will be  
determined when  
the hole on  
beach is available.

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# Water/RR (Relay) SOUTH PADRE ISLAND

The Flats  
(Cameron County Bay Access)

**SOUTH PADRE ISLAND CONVENTION CENTRE**  
7355 Padre Blvd.

Wyland Wall

Nature Trail / Birding Boardwalk

South Padre Island  
Birding and Nature Center  
& SPI Economic Development

Sea Turtle, Inc.

**LAGUNA MADRE BAY**

FREE Boat Ramp

CITY HALL  
4601 Padre Blvd

Water Tower Park

Fire + Ambulance

Padre Blvd  
UNIMARKETPLACE

Road Closure

FREE Boat Ramp

**Start Finish Longboards**

Que Isabelle Memorial Bridge

Padre Balli Statue  
Causeway Memorial Site

**KOA KAMPGROUNDS**

**ANDY BOWIE PARK**

WHITE SANDS STREET #24

**JOHN L. TOMPKINS PARK**

ALL INTERIOR LAND NORTH OF THE PARK IS PRIVATELY OWNED, AND CAMPING UPON THIS LAND CONSTITUTES TRESPASSING

SAPPHIRE CIRCLE #23

FANTASY CIRCLE #22

GOOD HOPE CIRCLE #21

GAY DAWN CIRCLE #20

AURORA CIRCLE #19

AQUARIUS CIRCLE #18

STARLIGHT CIRCLE #17

NEPTUNE CIRCLE #16

POINSETTIA CIRCLE #15

BOUGAINVILLEA CIRCLE #14

MOONLIGHT CIRCLE #13

DAY DREAM CIRCLE #12

TREASURE ISLAND CIRCLE #11

RIVIERA CIRCLE #10

BLUEWATER CIRCLE #9

WHITE CAP CIRCLE #8

SURF CIRCLE #7

SEA SIDE CIRCLE #6

SEA ISLAND CIRCLE #5

BEACH CIRCLE #4

GULF CIRCLE #3

OCEAN DRIVE #2

HARBOR DRIVE #1

**SOUTH PADRE ISLAND VISITORS CENTER**  
610 Padre Blvd.

Schlitterbahn Beach Waterpark

**ISLA BLANCA COUNTY PARK**

The Jetties

Cristo de los Pescadores Memorial



## LEGEND

BEACH ACCESS POINT (name & number)

Camping Available at Andy Bowie Park, Isla Blanca Park & KOA Kampgrounds of America.

FREE PUBLIC BOAT RAMPS

## BEACH ACCESS LEGEND

- |           |          |
|-----------|----------|
| Parking   | Paved    |
| ADA       | Sidewalk |
| Restrooms | Mobi-Mat |
| Walkover  | Showers  |



956-761-61433  
1-800-SO-PADRE:  
www.sopadre.com

Emergency Calls 9-1-1

Non Emergency Police 956-761-5454

Fire Ambulance 956-761-4140

**Water/RR Isla blanca**

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

**MEETING DATE:** August 7, 2019  
**NAME & TITLE:** Randy Smith, City Manager  
**DEPARTMENT:** City Manager's Office

**ITEM**

Approve Resolution No. 2019-31 regarding AEP Texas Inc.'s requested increase to its electric transmission and distribution rates and charges within the city should be denied and that the City's reasonable rate case expenses shall be reimbursed by the company.

**ITEM BACKGROUND**

Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C. was hired by cities served by AEP Texas to review, negotiate and make recommendations regarding AEP's request for a rate increase. In May, City Council passed Resolution No. 2019-24 to suspend AEP's application for a rate increase for 90 days to allow for the review and evaluation of whether the proposed rates were appropriate, fair, just and reasonable. Mr. Brocato is now advising that participating cities pass a resolution to deny AEP's application for a rate increase as their analysis indicates AEP's request is unreasonable and excessive. Attached is the resolution that is up for your approval to deny AEP Texas's request for a rate increase.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve Resolution No. 2019-31 to deny AEP Texas request for a rate increase.

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**RESOLUTION NO. 2019-31**

**A RESOLUTION OF THE CITY OF SOUTH PADRE ISLAND, TEXAS FINDING THAT AEP TEXAS INC.'S REQUESTED INCREASE TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL**

**WHEREAS**, on or about May 1, 2019, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of City of South Padre Island ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective June 5, 2019; and

**WHEREAS**, the City is an electric utility customer of AEP Texas and a regulatory authority [with exclusive original jurisdiction] over the rates and charges of AEP Texas within the City; and

**WHEREAS**, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP Texas that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

**WHEREAS**, Cities is an intervenor in the parallel proceeding at the Public Utility Commission of Texas to review AEP Texas' filing; and

**WHEREAS**, pursuant to its exclusive original jurisdiction over AEP Texas' rates and operations within city limits, the City previously suspended the effective date of the Company's requested rate increase; and

**WHEREAS**, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; and

**WHEREAS**, the City's attorneys and consultants recommend that the City deny the application.

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

SECTION 1. That the rates proposed by AEP Texas in an application submitted to the City by the Company on or about May 1, 2019, are hereby found to be unreasonable, and are denied.

SECTION 2. That the Company shall continue to charge its existing rates for transmission and distribution service to customers with the City.

SECTION 3. That Cities' reasonable rate case expenses shall be reimbursed by AEP Texas within 30 days of presentation of an invoice to AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice was given of the time, place, and purpose of said meeting, as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (jffrederick@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 7th day of August, 2019.

\_\_\_\_\_  
Patrick McNulty, Mayor

ATTEST:

\_\_\_\_\_  
Susan Manning, City Secretary

5-7A



Susan Manning <smanning@myspi.org>

**ACTION REQUIRED: AEP Texas Electric Rate Case Denial Resolution**

1 message

Thomas Brocato <tbrocato@lglawfirm.com> Fri, Jul 26, 2019 at 4:40 PM  
To: Thomas Brocato <tbrocato@lglawfirm.com>  
Cc: Judy McMahon <jmcmahon@lglawfirm.com>, Sam Weaver <sweaver@lglawfirm.com>, Jamie Mauldin <jmauldin@lglawfirm.com>

**DEADLINE FOR CITY ACTION IS SEPTEMBER 3**

Dear Cities Served by AEP Texas:

As you are aware, AEP Texas currently has an electric rate case pending. Yesterday, we filed the direct testimony of our five consultants at the Public Utility Commission. Settlement discussions are tentatively set for August 5-6. The hearing is currently set for August 20-23.

Earlier this year, we advised cities to suspend AEP’s application for a rate increase for 90 days. **The time has now come for you to take final action on the Company’s rate request at the City level.** For those cities who have retained original jurisdiction over AEP Texas, I advise that you adopt the attached denial resolution. If your city does not have original jurisdiction, no action is necessary.

The purpose of this resolution is to deny the Company’s proposed rates as unreasonable and excessive, as our analysis indicated that they are. We have also included a model staff report for your use. Previously, pursuant to your authority as the local regulator of AEP Texas, your city adopted a resolution that suspended the effective date of AEP Texas’ proposed rate increase for an additional 90 days. **This means that your city must take final action on the Company’s request by September 3, 2019.**

The attached resolution accomplishes this. Once your Council adopts the resolution, please send it to us to and to AEP Texas, as directed in the resolution itself. AEP Texas will then appeal your denial to the PUC, and the PUC will render a decision that will apply to all of AEP Texas’ electric service territory, both within cities and outside of cities. Please call or email me if you have questions, or if you are concerned that you may not be able to take action by September 3.

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Thanks,

Thomas Brocato and Jamie Mauldin



THOMAS L. BROCATO

Partner

512-322-5857 Direct

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**2 attachments**

 **Model Staff Report Re Denial Resolution- 2019 AEP Rate Case.DOC**  
39K

 **Denial Resolution for AEP Texas 2019 Rate Case.DOCX**  
20K

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**RESOLUTION NO. 2019-24**

**RESOLUTION OF THE CITY OF SOUTH PADRE ISLAND SUSPENDING THE JUNE 5, 2019 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL**

**WHEREAS**, on or about May 1, 2019, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of South Padre Island ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective June 5, 2019; and

**WHEREAS**, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

**WHEREAS**, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

**WHEREAS**, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

**WHEREAS**, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

**WHEREAS**, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

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**WHEREAS**, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the June 5, 2019, effective date of the rate request submitted by AEP Texas on or about May 1, 2019, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.


SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 49494 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.


SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (jffrederick@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 15th day of May, 2019.

  
Dennis Stahl, Mayor

**ATTEST:**

  
Susan Hill, City Secretary





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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Claudine O'Carroll, Interim Police Chief

**DEPARTMENT:** Police Department

**ITEM**

Approve a budget amendment in the amount of \$6,500 for Police Department beach patrol temporary employees.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

Increase line item 60-521-0040 (Temps) by \$6,500.  
The current level of excess reserves in the Beach Maintenance fund is approximately \$1.4 million

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Recommend approval.

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Kerry Schwartz, Council Member

**DEPARTMENT:** City Council

**ITEM**

Approve excused absence request for Council Member Kerry Schwartz from the August 7, 2019 City Council Meeting.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve excused absence request.

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

**MEETING DATE:** August 7, 2019  
**NAME & TITLE:** Ken Medders, Council Member  
Patrick McNulty, Mayor  
**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action to approve Resolution No. 2019-32, Inter-local Agreement and Cooperation Agreement with Cameron County for the Establishment and Participation in Securing Urban County Designation pursuant to the U.S. Housing and Urban Development Community Development Block Grant Program (CDBG); and appoint a member of City Council to serve on the Urban County Program Consortium Advisory Committee.

**ITEM BACKGROUND**

Counties, with a minimum population of 200,000 have the option to seek urban county designation enabling the Community Development Block Grant CDBG funds to flow directly to the local level. Cameron County Commissioners Court will have to create or designate a local entity to administer the CDBG program funds. The Cameron County CDBG Advisory Board will consist of participating small city's elected officials.

Cameron County has researched and identified that Cameron County is to gain a permanent flow of Community Development Block Grant (CDBG) funds upon attainment of U.S. HUD Urban County Designation. Cameron County's rural population, including small cities, will gain the population count of \$200,000 (plus) which is the primary prerequisite for urban county designation. With this designation, Cameron County will automatically receive from HUD Washington the total funding allocation for Cameron County that currently flows to State agencies for local competition. Currently all CDBG funds allocated to Texas flow directly to different State agencies designated to administer the funds from Austin, where CDBG administration funds are retained to hire Austin personnel to administer the local programs. Cameron County and county small cities, since 1984 have been competing for the Texas CDBG funds.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve Resolution, enter into Inter-local and Cooperation Agreement with Cameron County and appoint a member of the City Council to serve on the committee.



**RESOLUTION NO. 2019-32**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AUTHORIZING THE PARTICIPATION OF THE CITY IN THE CAMERON COUNTY URBAN COUNTY PROGRAM CONSORTIUM; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CAMERON COUNTY URBAN COUNTY PROGRAM CONSORTIUM**

**WHEREAS**, the City Council of the City of South Padre Island desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

**WHEREAS**, certain conditions exist which represent a threat to the public health and safety; and

**WHEREAS**, it is necessary and in the best interests of the City of South Padre Island to participate in the Cameron County Urban County Program Consortium.

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

**Section 1.** That the City Council hereby authorizes the County to apply and use the City's most recent census count toward the County population count as required by the U.S. Department of Housing and Urban Development (HUD) to obtain Urban County designation and entitlement allocations;

**Section 2.** That the City Council hereby authorizes the Mayor to file said Resolution with the Cameron County Clerk;

**Section 3.** That the City Council hereby further approves and authorizes Cameron County to act on its behalf on all matters appertaining to the administration and implementation of the Cameron County Urban County Program Consortium Programs;

**Section 4.** That the City Council will further appoint for a three-year term a member of the City Council to the Urban County Program Consortium Advisory Committee;

**Section 5.** That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with the City's participation in Cameron County Urban County Program Consortium; and

**Section 6.** That any and all funds received under the Consortium will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

**PASSED, APPROVED AND ADOPTED** on this the 7th day of August, 2019

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Patrick McNulty, Mayor

**ATTEST:**

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

STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON   §

**COOPERATION AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the County of Cameron, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of South Padre Island**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

**WITNESSETH**

**WHEREAS**, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the first, second, and third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

**WHEREAS**, The County is willing to include all of the City's population in the Grant Application; and

**WHEREAS**, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

**WHEREAS**, Cameron County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

**WHEREAS**, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the County and the City do mutually agree as follows:

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## **SECTION 1**

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

## **SECTION II**

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

## **SECTION III**

The City and County agree to take all actions deemed necessary by the county, in it's sole discretion, to assure compliance with the Cameron County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

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#### **SECTION IV**

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2020, 2021, and 2022, and 2021 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

#### **SECTION V**

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

#### **SECTION VI**

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

**SECTION VII**

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2020, 2021, and 2022.

**SECTION VIII**

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

**SECTION IX**

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

**SECTION X**

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

**SECTION XI**

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. , HOME Investment Partnership Act and E.S.G. funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

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**SECTION XII**

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

**SECTION XIII**

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by an agreement in writing executed by County and City and not otherwise.

**IN WITNESS WHEREOF**, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below:

**COUNTY OF CAMERON**

ATTESTED BY:

_____	_____	_____	_____
Sylvia Garza-Perez, County Clerk	Date	Eddie Trevino, County Judge	Date

**CITY OF SOUTH PADRE ISLAND**

ATTESTED BY:

_____	_____	_____	_____
Susan Manning, City Secretary	Date	Patrick McNulty, Mayor	Date

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**CERTIFICATE OF COUNTY LEGAL COUNSEL**

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:  
Attorney at Law

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
\_\_\_\_\_, Attorney  
Legal Counsel County of Cameron  
Commissioners' Court

APPROVED BY:  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

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# INTERLOCAL AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON   §

This Interlocal Agreement, made and entered into by and between the County of Cameron, a political subdivision of the State of Texas, hereafter referred to as the “County” and the City of South Padre Island, a municipal corporation under the laws of the State of Texas, hereafter referred to as “City”.

## WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Cameron County as having the “essential powers” to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated \$ \_\_\_\_\_ .00 of Fiscal Year 2019 Community Development Block Grant (CDBG) Funds under Grant No. \_\_\_\_\_ to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City’s population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR.570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

### SECTION I Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City’s jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

### SECTION II Applicability of Uniform Administrative Requirements

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the “Uniform Administrative Requirements for Grants and Cooperative Agreements

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on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in Fiscal Year 2019. In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line of credit by \_\_\_\_\_ Funds in excess of the 1.5 standards shall be subject to the Recapture Policy of the Urban County Program. The County shall recapture any and all unobligated funds that a City fails to expend or obligate by \_\_\_\_\_ and shall expend such unobligated funds as it may deem appropriate.

**SECTION V**  
**Access**

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

**SECTION VI**  
**Monitoring**

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

**SECTION VII**  
**Conflict of Interest**

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No City or County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment A-1)

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**SECTION VIII**  
**Religious Activities**

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

**SECTION IX**  
**Real and Property Assets**

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of \$ 25,000 must be used for the CDBG activity so planned including the beneficiaries of such use. Any change in use or beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over \$25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet one of the national objectives or in any case where the City no longer uses the asset for its intended use.

**SECTION X**  
**Jurisdiction**

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic



findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). (See Exhibit-E)

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year (\_\_\_\_\_) and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

### **SECTION XI Payment Requests and Program Income**

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be required by the County of program income earned, retained, and expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

### **SECTION XII Section 108 Loan Guarantee**

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan are included herein as Exhibit C, if applicable.

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**SECTION XIII  
Legal Action**

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

**SECTION XIV  
Suspension and Termination**

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

**SECTION XV  
Changes or Amendments**

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

**SECTION XVI  
Essential Powers**

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2018 – 2022 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2018 – 2022 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

**Approved and signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2019.**

**ATTEST:**

\_\_\_\_\_  
**Sylvia Garza-Perez  
County Clerk**

\_\_\_\_\_  
**Eddie Trevino  
Cameron County Judge**

**ATTEST:**

\_\_\_\_\_  
**Susan Manning, City Secretary**

\_\_\_\_\_  
**Mayor Patrick McNulty**

\_\_\_\_\_  
**Date**

**Approved as to form  
Law Firm**

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

**Attorney**

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

**The following Exhibits are incorporated into the 2019  
Interlocal Agreement:**

<b>Exhibit A</b>	2019 Proposed Activities
<b>Exhibit A-1</b>	Code of Conduct Enforcement
<b>Exhibit B</b>	Urban County Program Matrix
<b>Exhibit C</b>	Section 108 Loan Guarantee Program
<b>Exhibit D</b>	CDBG Regulations and other Program Requirements
<b>Exhibit E</b>	Audit Finding or Exceptions

**Exhibit A**  
**2019 Proposed Activities**

*(Blank – Pending)*

**Exhibit A-1**  
**Code of Conduct Certifications**

# CODE OF CONDUCT

No employee, officer or agent of the *County of Cameron-Urban County Program, sub-grantee or subrecipient* shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. *the employee, officer or any agent*
- B. *any member of his immediate family*
- C. *his or her partner*
- D. *an organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.*

The *Urban County Program's, sub-grantee or subrecipient, officers, employees or agents* shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, or vendors or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

**Non-disclosure Policy**

No disclosure of verbal or written price quotations shall be made by any *Urban County Program* employee, sub-grantee or subrecipient. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the *County of Cameron* or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

**Personal Interest**

No member of the *Cameron County Commissioners or any officer or employee of the Urban County Program, sub-grantee or subrecipient* shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the *Urban County Program, sub-grantee or subrecipient* or to a contractor supplying the *Urban County Program, sub-grantee or subrecipient* of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the *Urban County Program*. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the *Urban County Program, sub-grantee or subrecipient* found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the *Urban County Program, sub-grantee or subrecipient* shall render the contract voidable by the *Urban County Director or the board of Commissioners*.

\_\_\_\_\_  
*Employee, Officer, or Agent Acknowledgment*

\_\_\_\_\_  
*Print or Type Name and Position/Title*

\_\_\_\_\_  
*Entity/Organization Name*

\_\_\_\_\_  
*Date*

# Exhibit B

## Urban County Matrix

### Pre-Bid Activities

#### *Development of Annual Workplan*

This activity is a city responsibility with the county involvement only as is necessary to assure that the individual activities meet one of the three national objectives.

#### *Revisions or Amendments to Annual Workplan*

Same as above (only two amendments allowed per fiscal year)

#### *Eligibility Test on Activities*

This is a county responsibility working with the cities to assure all activities meet one of the three national objectives. The County will assure that the 51 percent benefit to low and moderate income persons can be verified and that the activities are eligible for funding. The county may request an eligibility determination from HUD should a difference of opinion arise between the City and the County.

#### *Public Hearings*

This responsibility will be a shared responsibility between the Cities and the County. In accordance with the adopted Citizen Participation Plan, the Cities will conduct a public hearing in their respective Cities after public notice. The County will then have a second public hearing at the County level on the county-wide workplan, after public notice.

#### *Environmental Assessment*

This is a County responsibility with concurrence and assistance by the Cities. The County will determine what level of clearance is needed and will do noise, hazard, historical, floodplain, etc. assessments as may be needed with as much city input as possible. The County Judge will consider the “do nothing” alternative after consultation with the respective Mayors. The County Judge and or UCP Staff will direct all mitigation efforts if necessary. The County Judge will sign all environmental assessment reviews and findings. (A County Signatory may be appointed: UCP Director)

#### *Advertise for Professional Services*

This is a County responsibility whereby the County will advertise once a year for all professional services through a statement of qualifications process. The County will provide all data concerning proposed activities and type of services needed. This list will be sent to all Cities so that the Cities may decide on the professional services as they see the need for the services. Should a city need services not available from the list (UC-1 List) of Professional Services, the City shall advertise for the service after consulting with the Urban County Program staff.



***Selection of Professional Services Provider***

This is a City and County shared responsibility, based on the Texas Local Government code and other applicable laws and regulations. County will make sure that the provider is not a contractor's debarred list by consulting with the System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)), prior to recommendation for awarding a contractor to Cameron County Commissioner's Court.

***Execute Professional Contracts***

The City will negotiate the Professional Service Contract, and submit a Best and Final Offer (BAFO) along with Scope of Services, Project Cost Estimate, Certificate of Debarment, CIQ Form and IRS W-9 Form. The County will prepare the Professional Contract Agreement documents and submit to Cameron County Commissioner's Court for approval of contract. Any modifications to the County contracts require prior approval of the County Legal Department. Once approved, the County will forward the contracts to the Professional Service Provider for proper signatures, they will return to the County for the County's execution and County will issue Notice to Proceed.

***Review of Preliminary Drawings***

This is a city responsibility.

***Solicit Davis-Bacon Wage Rates***

This is a County responsibility. The County will obtain wage rates from HUD for specific projects and will forward wage rates to the respective Cities and the Professional Service Provider to include in the bid specification packages.

***Review and Approval of Final Plans and Specifications***

This is a City responsibility where by the Mayor's signature will be required on all plans and specifications prior to bidding. Final plans should be forwarded to Urban County Program office prior to bid advertisement for compliance check.

***Advertise for Construction Bid***

This is a County responsibility. The County will advertise for all construction projects and will instruct bidders as to the availability of plans and specs, (to be picked up at Professional Service Provider's choice of location), and will advise bidders as to who will accept bids. (Cameron County Purchasing Department – any given Wednesday at 9:30am)

***Pre-Bid Conference***

This is a County responsibility. County will conduct a pre-bid conference if necessary at the Urban County program Conference Room, accompanied by the Professional Service Provider and the project's respective City.

## **Bid Activities**

### ***Ten Day Wage Rate Check***

This is a County responsibility. Ten days prior to any bid opening, the County will ascertain as to the applicability of the wage rate in the bid documents. Should the wage rate change all appropriate engineers will be notified and instructed to change wage rates.

### ***Accept Construction Bids***

This is a County Purchasing Department responsibility. The Cameron County Purchasing Department will accept bids as per the conditions set forth in the specification handbook.

### ***Accept and Tabulate Bids***

This is a County Purchasing Department responsibility with an Urban County, City, and Professional Service Provider representative at bid opening. The respective Professional Service Provider will review the bids received and make their recommendation to the Urban County Program.

### ***Research Apparent Low Bidder***

This is a shared responsibility. The respective Professional Service Provider will research and review apartment low bidder's past performances and their bids. The Urban County program will research the list of Debarred Contractor's and make a finding in the regard.

### ***Bid Recommendation***

This is a City responsibility. The respective Professional Service Provider will recommend the lowest and most responsible bid to the City. The City will send a recommendation to the County. County will request approval by Cameron County Commissioner's Court for approval of contract.

### ***Contract Award***

The County upon approval by Cameron County Commissioner's Court will prepare the contract documents and forward them to the approved Contractor for execution.

## **Pre-Construction Activities**

### ***Construction Contract and Bonds***

This is a shared responsibility. The Professional Service Provider will coordinate the execution of construction contracts to include Insurance, Payment and Performance Bonds. Once they receive four (4) original set of construction contracts they will submit to the County for execution. Any modifications to the construction contracts require prior review by Legal Department and approval by Cameron County Commissioner's Court.

### ***Pre-Construction Conference***

The Urban County Program will conduct a Pre-construction conference to inform the contractor of the various federal regulations such as Affirmative Action, Section 3 Compliance, and Davis-Bacon Wage Compliance. The Pre-construction conference will be held at the Urban County Program Conference Room, with the city and

professional service provider representatives present. Once contracts are signed, County will prepare and issue a Notice to Proceed.

***Document Posting and Construction Signs***

This is a shared responsibility. The city and Professional Service Provider will ensure itself that the appropriate documents are posted at the site and that the construction sign is erected.

**Construction Activities**

***Davis-Bacon Compliance***

This is a shared responsibility. The City may be asked to conduct wage rate employee interviews. The County will conduct wage rate interviews and review wage rates on payroll reports submitted with request for payments.

***Periodic Project Inspections***

This is a shared responsibility. The City, County, and Professional Service Providers will conduct periodic site inspections of the project site.

***Payment Request Approval***

This is a shared responsibility. The Professional Service Provider will review and sign off on request for payments and forward RFP to the City for signature and approval, and forward the final RFP to the County for review and approval of payment.

***Change Orders***

This is a shared responsibility. Professional Service Provider will recommend any change orders after negotiating said change order with the contractor. All change orders must have City's approval prior to submission to County for review and approval.

***Contract Amendment***

This is a shared responsibility. The City will recommend any contract amendments to the County. County will consider and take appropriate action to approve or deny the contract amendment if necessary.

***Final Payment Approval***

This is a shared responsibility. The City and Professional Service Provider will conduct final project site inspections to ensure that construction has been completed as per plans and specifications prior to submitting final request for payment recommendation to the County. County will ensure that all applicable laws and regulations have been complied with. County will review wage rate compliance, release of liens, certification of construction completion, warranty certification and other pertinent documents.

# Exhibit C

## Section 108 Loan Guarantee Program

### Introduction

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This makes it one of the most potent and important public investment tools that HUD offers to local governments. It allows them to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects that can renew entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Section 108 loans are not risk-free, however; local governments borrowing funds guaranteed by Section 108 must pledge their current and future CDBG allocations to cover the loan amount as security for the loan.

Regulations governing the Section 108 program may be found at [24 CFR 570](#), Subpart M, Loan Guarantees.

### Eligible Applicants

Eligible applicants include the following public entities:

- metropolitan cities and urban counties (i.e. CDBG entitlement recipients);
- nonentitlement communities that are assisted in the submission of applications by States that administer the CDBG program; and
- nonentitlement communities eligible to receive CDBG funds under the HUD-Administered Small Cities CDBG program (Hawaii). The public entity may be the borrower or it may designate a public agency as the borrower.

### Eligible Activities

Activities eligible for Section 108 financing include:

- economic development activities eligible under CDBG;
- acquisition of real property;
- rehabilitation of publicly owned real property;
- housing rehabilitation eligible under CDBG;
- construction, reconstruction, or installation of public facilities (including street, sidewalk, and other site improvements);
- related relocation, clearance, and site improvements;
- payment of interest on the guaranteed loan and issuance costs of public offerings;
- debt service reserves;
- public works and site improvements in colonias; and
- in limited circumstances, housing construction as part of community economic development, Housing Development Grant, or Nehemiah Housing Opportunity Grant programs.

For purposes of determining eligibility, the CDBG rules and requirements apply. As with the CDBG program, all projects and activities must either principally benefit low- and moderate-income persons, aid in the elimination or prevention of slums and blight, or meet urgent needs of the community.

### **Maximum Commitment Amount**

Commitments are limited as follows:

1. Entitlement public entities. An entitlement public entity may apply for up to five times the public entity's latest approved CDBG entitlement amount, minus any outstanding Section 108 commitments and/or principal balances of Section 108 loans.
2. State assisted public entities. A nonentitlement public entity may apply for up to five times the latest approved CDBG amount received by its State, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans for which the State has pledged its CDBG funds as security.
3. Nonentitlement public entities eligible under the HUD administered Small Cities Program. For a public entity in Hawaii, the maximum commitment amount is five times the public entity's latest grant under 24 CFR 570, Subpart F, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans.

### **Loan Details**

**Security:** The principal security for the loan guarantee is a pledge by the applicant public entity or the State (in the case of a nonentitlement public entity) of its current and future CDBG funds. Additional security will also be required to assure repayment of guaranteed obligations. The additional security requirements will be determined on a case-by-case basis, but could include assets financed by the guaranteed loan.

**Repayment:** The maximum repayment period for a Section 108 loan is twenty years. HUD has the ability to structure the principal amortization to match the needs of the project and borrower. Each annual principal amount will have a separate interest rate associated with it.

**Financing Source:** Section 108 obligations are financed through underwritten public offerings. Financing between public offerings is provided through an interim lending facility established by HUD.

**Interest Rates:** Interest rates on interim borrowing are priced at the 3 month London Interbank Offered (LIBO) rate plus 20 basis points (0.2%). Permanent financing is pegged to yields on U.S. Treasury obligations of similar maturity to the principal amount. A small additional basis point spread, depending on maturity, will be added to the Treasury yield to determine the actual rate.

**Default:** To date, there has been no default under Section 108 resulting in a repayment by HUD. In the event of default requiring a payment, HUD would continue to make payments on the loan in accordance with its terms. The source of payments by HUD pursuant to its guarantee would almost always be pledged CDBG funds. However, HUD does have borrowing authority with the U.S. Treasury if the pledged funds are insufficient.

**For More Information visit [www.hud.gov](http://www.hud.gov)**

Source: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/communitydevelopment/programs/108](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/108)

# Exhibit D

## CDBG Regulations and Other Program Requirements

### *Subpart A—General Provisions*

SOURCE: 53 FR 34437, Sept. 6, 1988, unless otherwise noted.

#### **§ 570.1 Purpose and primary objective.**

(a) This part describes policies and procedures applicable to the following programs authorized under title I of the Housing and Community Development Act of 1974, as amended:

- (1) Entitlement grants program (subpart D);
- (2) Nonentitlement Funds: HUD-administered Small Cities and Insular Area programs (subpart F);
- (3) State program: State-administered CDBG nonentitlement funds (subpart I);
- (4) Special Purpose Grants (subpart E);
- (5) Urban Development Action Grant program (subpart G); and
- (6) Loan Guarantees (subpart M).

(b) Subparts A, C, J, K, and O apply to all programs in paragraph (a) except as modified or limited under the provisions of these subparts or the applicable program regulations. In the application of the subparts to Special Purpose Grants or the Urban Development Action Grant program, the reference to funds in the form of grants in the term “*CDBG funds*”, as defined in § 570.3, shall mean the grant funds under those programs. The subparts do not apply to the State program (subpart I) except to the extent expressly referred to.

(c) The primary objective of the programs authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)).

[53 FR 34437, Sept. 6, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 61 FR 11475, Mar. 20, 1996; 69 FR 32778, June 10, 2004]

#### **§ 570.3 Definitions.**

The terms *HUD* and *Secretary* are defined in 24 CFR part 5. All of the following definitions in this section that rely on data from the United States Bureau of the Census shall rely upon the data available from the latest decennial census.

*Act* means title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 *et seq.*).

*Age of housing* means the number of year-round housing units, as further defined in section 102(a)(11) of the Act.

*Applicant* means a State or unit of general local government that makes application pursuant to the provisions of subpart E, F, G or M.

*Buildings for the general conduct of government* shall have the meaning provided in section 102(a)(21) of the Act.

*CDBG funds* means Community Development Block Grant funds, including funds received in the form of grants under subpart D, F, or § 570.405 of this part, funds awarded under section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under subpart M of this part, urban renewal surplus grant funds, and program income as defined in § 570.500(a).

*Chief executive officer* of a State or unit of general local government means the elected official or the legally designated official, who has the primary responsibility for the conduct of that entity's governmental affairs. Examples of the "chief executive officer" of a unit of general local government are: the elected mayor of a municipality; the elected county executive of a county; the chairperson of a county commission or board in a county that has no elected county executive; and the official designated pursuant to law by the governing body of a unit of general local government.

*City* means the following:

(1) For purposes of Entitlement Community Development Block Grant and Urban Development Action Grant eligibility:

(i) Any unit of general local government that is classified as a municipality by the United States Bureau of the Census, or

(ii) Any other unit of general local government that is a town or township and that, in the determination of the Secretary:

(A) Possesses powers and performs functions comparable to those associated with municipalities;

(B) Is closely settled (except that the Secretary may reduce or waive this requirement on a case by case basis for the purposes of the Action Grant program); and

(C) Contains within its boundaries no incorporated places as defined by the United States Bureau of the Census that have not entered into cooperation agreements with the town or township for a period covering at least 3 years to undertake or assist in the undertaking of essential community development and housing assistance activities. The determination of eligibility of a town or township to qualify as a city will be based on information available from the United States Bureau of the Census and information provided by the town or township and its included units of general local government.

(2) For purposes of Urban Development Action Grant eligibility only, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, the counties of Kauai, Maui, and Hawaii in the State of Hawaii, and Indian tribes that are eligible recipients under the State and Local Government Fiscal Assistance Act of 1972 and located on reservations in Oklahoma as determined by the Secretary of the Interior or in Alaskan Native Villages.

*Community Development Financial Institution* has the same meaning as used in the Community Development Banking and Financial Institutions Act of 1994 (12 U.S.C. 4701 note).

*Consolidated plan.* The plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the CDBG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

*Discretionary grant* means a grant made from the various Special Purpose Grants in accordance with subpart E of this part.

*Entitlement amount* means the amount of funds which a metropolitan city is entitled to receive under the Entitlement grant program, as determined by formula set forth in section 106 of the Act.

*Extent of growth lag* shall have the meaning provided in section 102(a)(12) of the Act.

*Extent of housing overcrowding* shall have the meaning provided in section 102(a)(10) of the Act.

*Extent of poverty* means the number of persons whose incomes are below the poverty level based on data compiled and published by the United States Bureau of the Census available from the latest census referable to the same point or period in time and the latest reports from the Office of Management and Budget. For purposes of this part, the Secretary has determined that it is neither feasible nor appropriate to make adjustments at this time in the computations of "extent of poverty" for regional or area variations in income and cost of living.

*Family* refers to the definition of "family" in 24 CFR 5.403.

*Household* means all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

*Income.* For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of § 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under § 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under § 570.208(a)(1)(vi). Activities qualifying under § 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The three definitions are as follows:

(1)(i) "Annual income" as defined under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under § 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

(ii) Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

(A) Wages, salaries, tips, commissions, etc.;

(B) Self-employment income from own nonfarm business, including proprietorships and partnerships;

(C) Farm self-employment income;

(D) Interest, dividends, net rental income, or income from estates or trusts;

(E) Social Security or railroad retirement;

(F) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;

(G) Retirement, survivor, or disability pensions; and

(H) Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

(2) Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable). Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.



*Insular area* shall have the meaning provided in section 102(a)(24) of the Act.

*Low- and moderate-income household* means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

*Low- and moderate-income person* means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

*Low-income household* means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

*Low-income person* means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

*Metropolitan area* shall have the meaning provided in section 102(a)(3) of the Act.

*Metropolitan city* shall have the meaning provided in section 102(a)(4) of the Act except that the term "central city" is replaced by "principal city."

*Microenterprise* shall have the meaning provided in section 102(a)(22) of the Act.

*Moderate-income household* means a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

*Moderate-income person* means a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

*Nonentitlement amount* means the amount of funds which is allocated for use in a State's nonentitlement areas as determined by formula set forth in section 106 of the Act.

*Nonentitlement area* shall have the meaning provided in section 102(a)(7) of the Act.

*Population* means the total resident population based on data compiled and published by the United States Bureau of the Census available from the latest census or which has been upgraded by the Bureau to reflect the changes resulting from the Boundary and Annexation Survey, new incorporations and consolidations of governments pursuant to § 570.4, and which reflects, where applicable, changes resulting from the Bureau's latest population determination through its estimating technique using natural changes (birth and death) and net migration, and is referable to the same point or period in time.

*Small business* means a business that meets the criteria set forth in section 3(a) of the Small Business Act (15 U.S.C. 631, 636, 637).

*State* shall have the meaning provided in section 102(a)(2) of the Act.

*Unit of general local government* shall have the meaning provided in section 102(a)(1) of the Act.

*Urban county* shall have the meaning provided in section 102(a)(6) of the Act. For the purposes of this definition, HUD will determine whether the county's combined population contains the required percentage of low- and moderate-income persons by identifying the number of persons that resided in applicable areas and units of general local government based on data from the most recent decennial census, and using income limits that would have applied for the year in which that census was taken.

*Urban Development Action Grant* (UDAG) means a grant made by the Secretary pursuant to section 119 of the Act and subpart G of this part.

[53 FR 34437, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 60 FR 1915, 1943, Jan. 5, 1995; 60 FR 56909, Nov. 9, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 11475, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004; 77 FR 5675, Feb. 3, 2012]

#### **§ 570.4 Allocation of funds.**

(a) The determination of eligibility of units of general local government to receive entitlement grants, the entitlement amounts, the allocation of appropriated funds to States for use in nonentitlement areas, the reallocation of funds, the allocation of appropriated funds to insular areas, and the allocation of appropriated funds for discretionary grants under the Secretary's Fund shall be governed by the policies and procedures described in sections 106 and 107 of the Act, as appropriate.

(b) The definitions in § 570.3 shall govern in applying the policies and procedures described in sections 106 and 107 of the Act.

(c) In determining eligibility for entitlement and in allocating funds under section 106 of the Act for any federal fiscal year, HUD will recognize corporate status and geographical boundaries and the status of metropolitan areas and principal cities effective as of July 1 preceding such federal fiscal year, subject to the following limitations:

(1) With respect to corporate status as certified by the applicable State and available for processing by the Census Bureau as of such date;

(2) With respect to boundary changes or annexations, as are used by the Census Bureau in preparing population estimates for all general purpose governmental units and are available for processing by the Census Bureau as of such date, except that any such boundary changes or annexations which result in the population of a unit of general local government reaching or exceeding 50,000 shall be recognized for this purpose whether or not such changes are used by the Census Bureau in preparing such population estimates; and

(3) With respect to the status of Metropolitan Statistical Areas and principal cities, as officially designated by the Office of Management and Budget as of such date.

(d) In determining whether a county qualifies as an urban county, and in computing entitlement amounts for urban counties, the demographic values of population, poverty, housing overcrowding, and age of housing of any Indian tribes located within the county shall be excluded. In allocating amounts to States for use in nonentitlement areas, the demographic values of population, poverty, housing overcrowding and age of housing of all Indian tribes located in all non-entitled areas shall be excluded. It is recognized that all such data on Indian tribes are not generally available from the United States Bureau of the Census and that missing portions of data will have to be estimated. In accomplishing any such estimates the Secretary may use such other related information available from reputable sources as may seem appropriate, regardless of the data's point or period of time and shall use the best judgement possible in adjusting such data to reflect the same point or period of time as the overall data from which the Indian tribes are being deducted, so that such deduction shall not create an imbalance with those overall data.

(e) Amounts remaining after closeout of a grant which are required to be returned to HUD under the provisions of § 570.509, Grant closeout procedures, shall be considered as funds available for reallocation unless the appropriation under which the funds were provided to the Department has lapsed.

[53 FR 34437, Sept. 6, 1988, as amended at 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004]

## **§ 570.5 Waivers.**

HUD's authority for the waiver of regulations and for the suspension of requirements to address damage in a Presidentially declared disaster area is described in 24 CFR part 5 and in section 122 of the Act, respectively.

[61 FR 11476, Mar. 20, 1996]

## **Subpart B [Reserved]**

## **Subpart C—Eligible Activities**

SOURCE: 53 FR 34439, Sept. 6, 1988, unless otherwise noted.

## **§ 570.200 General policies.**

(a) *Determination of eligibility.* An activity may be assisted in whole or in part with CDBG funds only if all of the following requirements are met:

(1) *Compliance with section 105 of the Act.* Each activity must meet the eligibility requirements of section 105 of the Act as further defined in this subpart.

(2) *Compliance with national objectives.* Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in § 570.208.

(3) *Compliance with the primary objective.* The primary objective of the Act is described in section 101(c) of the Act. Consistent with this objective, entitlement recipients, non-entitlement CDBG grantees in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that, over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under § 570.208(d)(5) or (6) for benefiting low- and moderate-income persons. For grants under section 107 of the Act, insular area recipients must meet this requirement for each separate grant. See § 570.420(d)(3) for additional discussion of the primary objective requirement for insular areas funded under section 106 of the Act. The requirements for the HUD-administered Small Cities program in New York are at § 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds and, accordingly shall be excluded from the calculation;

(ii) Funds deducted by HUD for repayment of urban renewal temporary loans pursuant to § 570.802(b) shall be excluded;

(iii) Funds expended for the repayment of loans guaranteed under the provisions of subpart M shall also be excluded;

(iv) Funds expended for the acquisition, new construction or rehabilitation of property for housing that qualifies under § 570.208(a)(3) shall be counted for this purpose but shall be limited to an amount determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction or rehabilitation by the percent of units in such housing to be occupied by low and moderate income persons.

(v) Funds expended for any other activities qualifying under § 570.208(a) shall be counted for this purpose in their entirety.

(4) *Compliance with environmental review procedures.* The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

(5) *Cost principles.* Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR PART 200.<sup>1</sup> All items of cost listed in Attachment B of these Circulars that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Attachment A of such circulars and are otherwise eligible under this subpart C, except for the following:

<sup>1</sup> These circulars are available from the American Communities Center by calling the following toll-free numbers: (800) 998-9999 or (800) 483-2209 (TDD).

(i) Depreciation methods for fixed assets shall not be changed without HUD's specific approval or, if charged through a cost allocation plan, the Federal cognizant agency.

(ii) Fines and penalties (including punitive damages) are unallowable costs to the CDBG program.

(iii) Pre-award costs are limited to those authorized under paragraph (h) of this section.

(b) *Special policies governing facilities.* The following special policies apply to:

(1) *Facilities containing both eligible and ineligible uses.* A public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

(i) The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

(ii) The recipient can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are limited to those attributable to the eligible portion of the building or facility.

(2) *Fees for use of facilities.* Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which will have the effect of precluding low and moderate income persons from using the facilities, are not permitted.

(c) *Special assessments under the CDBG program.* The following policies relate to special assessments under the CDBG program:

(1) *Definition of special assessment.* The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

(2) *Special assessments to recover capital costs.* Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income.

(ii) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

(3) *Public improvements not initially assisted with CDBG funds.* The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

(i) The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

(ii) The installation of the public improvement meets a criterion for national objectives in § 570.208(a)(1), (b), or (c); and

(iii) The requirements of § 570.200(c)(2)(ii) are met.

(d) *Consultant activities.* Consulting services are eligible for assistance under this part for professional assistance in program planning, development of community development objectives, and other general professional guidance relating to program execution. The use of consultants is governed by the following:

(1) *Employer-employee type of relationship.* No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. In no event, however, shall such compensation exceed the equivalent of the daily rate paid for Level IV of the Executive Schedule. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

(2) *Independent contractor relationship.* Consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR 85.36, and are not subject to the compensation limitation of Level IV of the Executive Schedule.

(e) *Recipient determinations required as a condition of eligibility.* In several instances under this subpart, the eligibility of an activity depends on a special local determination. Recipients shall maintain documentation of all such determinations. A written determination is required for any activity carried out under the authority of §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

(f) *Means of carrying out eligible activities.* (1) Activities eligible under this subpart, other than those authorized under § 570.204(a), may be undertaken, subject to local law:

(i) By the recipient through:

(A) Its employees, or

(B) Procurement contracts governed by the requirements of 24 CFR 85.36; or

(ii) Through loans or grants under agreements with subrecipients, as defined at § 570.500(c); or

(iii) By one or more public agencies, including existing local public agencies, that are designated by the chief executive officer of the recipient.

(2) Activities made eligible under § 570.204(a) may only be undertaken by entities specified in that section.

(g) *Limitation on planning and administrative costs.* No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 507.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.

(h) *Reimbursement for pre-award costs.* The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. For a Section 108 loan guarantee, the effective date of the grant agreement is the date of HUD execution of the grant agreement amendment for the particular loan guarantee commitment.

(1) Prior to the effective date of the grant agreement, a recipient may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:

(i) The activity for which the costs are being incurred is included, prior to the costs being incurred, in a consolidated plan action plan, an amended consolidated plan action plan, or an application under subpart M of this part, except that a new entitlement grantee preparing to receive its first allocation of CDBG funds may incur costs necessary to develop its consolidated plan and undertake other administrative actions necessary to receive its first grant, prior to the costs being included in its consolidated plan;

(ii) Citizens are advised of the extent to which these pre-award costs will affect future grants;

(iii) The costs and activities funded are in compliance with the requirements of this part and with the Environmental Review Procedures stated in 24 CFR part 58;

(iv) The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds;

(v) CDBG payment will be made during a time no longer than the next two program years following the effective date of the grant agreement or amendment in which the activity is first included; and

(vi) The total amount of pre-award costs to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or \$300,000.

(2) Upon the written request of the recipient, HUD may authorize payment of pre-award costs for activities that do not meet the criteria at paragraph (h)(1)(v) or (h)(1)(vi) of this section, if HUD determines, in writing, that there is good cause for granting an exception upon consideration of the following factors, as applicable:

(i) Whether granting the authority would result in a significant contribution to the goals and purposes of the CDBG program;

(ii) Whether failure to grant the authority would result in undue hardship to the recipient or beneficiaries of the activity;

(iii) Whether granting the authority would not result in a violation of a statutory provision or any other regulatory provision;

(iv) Whether circumstances are clearly beyond the recipient's control; or

(v) Any other relevant considerations.

(i) *Urban Development Action Grant.* Grant assistance may be provided with Urban Development Action Grant funds, subject to the provisions of subpart G, for:

(1) Activities eligible for assistance under this subpart; and

(2) Notwithstanding the provisions of § 570.207, such other activities as the Secretary may determine to be consistent with the purposes of the Urban Development Action Grant program.

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition ( see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[53 FR 34439, Sept. 6, 1988, as amended at 54 FR 47031, Nov. 8, 1989; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56910, Nov. 9, 1995; 61 FR 11476, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 68 FR 56404, Sept. 30, 2003; 69 FR 32778, June 10, 2004; 70 FR 76369, Dec. 23, 2005; 72 FR 46370, Aug. 17, 2007]

## **§ 570.201 Basic eligible activities.**

CDBG funds may be used for the following activities:

(a) *Acquisition.* Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207.

(b) *Disposition.* Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in § 570.504.

(c) *Public facilities and improvements.* Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in § 570.207(a), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in § 570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b).

(d) *Clearance and remediation activities.* Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205.

(e) *Public services.* Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed paragraphs (e) (1) or (2) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.



(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from Federal fiscal year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under paragraph (e)(1) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) *Interim assistance.* (1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) *Payment of non-Federal share.* Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) *Urban renewal completion.* Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) *Relocation.* Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) *Loss of rental income.* Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) *Housing services.* Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) *Privately owned utilities.* CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) *Construction of housing.* CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) *Homeownership assistance.* CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this paragraph (o) shall not be subject to the restrictions on public services contained in paragraph (e) of this section.

(3) For purposes of this paragraph (o), "persons developing microenterprises" means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this paragraph (o).

(p) *Technical assistance.* Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) *Assistance to institutions of higher education.* Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[53 FR 34439, Sept. 6, 1988, as amended at 53 FR 31239, Aug. 17, 1988; 55 FR 29308, July 18, 1990; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 67 FR 47213, July 17, 2002; 71 FR 30034, May 24, 2006]

**§ 570.202 Eligible rehabilitation and preservation activities.**

(a) *Types of buildings and improvements eligible for rehabilitation assistance.* CDBG funds may be used to finance the rehabilitation of:

(1) Privately owned buildings and improvements for residential purposes; improvements to a single-family residential property which is also used as a place of business, which are required in order to operate the business, need not be considered to be rehabilitation of a commercial or industrial building, if the improvements also provide general benefit to the residential occupants of the building;

(2) Low-income public housing and other publicly owned residential buildings and improvements;

(3) Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvement to the exterior of the building, abatement of asbestos hazards, lead-based paint hazard evaluation and reduction, and the correction of code violations;

(4) Nonprofit-owned nonresidential buildings and improvements not eligible under § 570.201(c); and

(5) Manufactured housing when such housing constitutes part of the community's permanent housing stock.

(b) *Types of assistance.* CDBG funds may be used to finance the following types of rehabilitation activities, and related costs, either singly, or in combination, through the use of grants, loans, loan guarantees, interest supplements, or other means for buildings and improvements described in paragraph (a) of this section, except that rehabilitation of commercial or industrial buildings is limited as described in paragraph (a)(3) of this section.

(1) Assistance to private individuals and entities, including profit making and nonprofit organizations, to acquire for the purpose of rehabilitation, and to rehabilitate properties, for use or resale for residential purposes;

(2) Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures and improvements, abatement of asbestos hazards (and other contaminants) in buildings and improvements that may be undertaken singly, or in combination;

(3) Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds if such financing is determined by the recipient to be necessary or appropriate to achieve the locality's community development objectives;

(4) Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment;

(5) Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks;

(6) Connection of residential structures to water distribution lines or local sewer collection lines;

(7) For rehabilitation carried out with CDBG funds, costs of:

(i) Initial homeowner warranty premiums;

(ii) Hazard insurance premiums, except where assistance is provided in the form of a grant; and

(iii) Flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, pursuant to § 570.605.

(8) Costs of acquiring tools to be lent to owners, tenants, and others who will use such tools to carry out rehabilitation;

(9) Rehabilitation services, such as rehabilitation counseling, energy auditing, preparation of work specifications, loan processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in rehabilitation activities authorized under this section, under section 312 of the Housing Act of 1964, as amended, under section 810 of the Act, or under section 17 of the United States Housing Act of 1937;

(10) Assistance for the rehabilitation of housing under section 17 of the United States Housing Act of 1937; and

(11) Improvements designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to buildings and improvements eligible for assistance under paragraph (a) of this section.

(c) *Code enforcement.* Costs incurred for inspection for code violations and enforcement of codes (e.g., salaries and related expenses of code enforcement inspectors and legal proceedings, but not including the cost of correcting the violations) in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area.

(d) *Historic preservation.* CDBG funds may be used for the rehabilitation, preservation or restoration of historic properties, whether publicly or privately owned. Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or designated as a State or local landmark or historic district by appropriate law or ordinance. Historic preservation, however, is not authorized for buildings for the general conduct of government.

(e) *Renovation of closed buildings.* CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate such buildings for housing.

(f) *Lead-based paint activities.* Lead-based paint activities pursuant to § 570.608.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 64 FR 50225, Sept. 15, 1999; 71 FR 30035, May 24, 2006]

### **§ 570.203 *Special economic development activities.***

A recipient may use CDBG funds for special economic development activities in addition to other activities authorized in this subpart that may be carried out as part of an economic development project. Guidelines for selecting activities to assist under this paragraph are provided at § 570.209. The recipient must ensure that the appropriate level of public benefit will be derived pursuant to those guidelines before obligating funds under this authority. Special activities authorized under this section do not include assistance for the construction of new housing. Activities eligible under this section may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination. Special economic development activities include:

(a) The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private nonprofit subrecipients.

(b) The provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in § 570.207(a). In selecting businesses to assist under this authority, the recipient shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.

(c) Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

[53 FR 34439, Sept. 6, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

### **§ 570.204 Special activities by Community-Based Development Organizations (CBDOs).**

(a) *Eligible activities.* The recipient may provide CDBG funds as grants or loans to any CBDO qualified under this section to carry out a neighborhood revitalization, community economic development, or energy conservation project. The funded project activities may include those listed as eligible under this subpart, and, except as described in paragraph (b) of this section, activities not otherwise listed as eligible under this subpart. For purposes of qualifying as a project under paragraphs (a)(1), (a)(2), and (a)(3) of this section, the funded activity or activities may be considered either alone or in concert with other project activities either being carried out or for which funding has been committed. For purposes of this section:

(1) Neighborhood revitalization project includes activities of sufficient size and scope to have an impact on the decline of a geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation; or the entire jurisdiction of a unit of general local government which is under 25,000 population;

(2) Community economic development project includes activities that increase economic opportunity, principally for persons of low- and moderate-income, or that stimulate or retain businesses or permanent jobs, including projects that include one or more such activities that are clearly needed to address a lack of affordable housing accessible to existing or planned jobs and those activities specified at 24 CFR 91.1(a)(1)(iii); activities under this paragraph may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination;

(3) Energy conservation project includes activities that address energy conservation, principally for the benefit of the residents of the recipient's jurisdiction; and

(4) To carry out a project means that the CBDO undertakes the funded activities directly or through contract with an entity other than the grantee, or through the provision of financial assistance for activities in which it retains a direct and controlling involvement and responsibilities.

(b) *Ineligible activities.* Notwithstanding that CBDOs may carry out activities that are not otherwise eligible under this subpart, this section does not authorize:

(1) Carrying out an activity described as ineligible in § 570.207(a);

(2) Carrying out public services that do not meet the requirements of § 570.201(e), except that:

(i) Services carried out under this section that are specifically designed to increase economic opportunities through job training and placement and other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services; and

(ii) Services of any type carried out under this section pursuant to a strategy approved by HUD under the provisions of 24 CFR 91.215(e) shall not be subject to the limitations in § 570.201(e)(1) or (2), as applicable;

(3) Providing assistance to activities that would otherwise be eligible under § 570.203 that do not meet the requirements of § 570.209; or

(4) Carrying out an activity that would otherwise be eligible under § 570.205 or § 570.206, but that would result in the recipient's exceeding the spending limitation in § 570.200(g).

(c) *Eligible CBDOs.* (1) A CBDO qualifying under this section is an organization which has the following characteristics:

(i) Is an association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the jurisdiction of the recipient, or in the case of an urban county, the jurisdiction of the county; and

(ii) Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income; and

(iii) May be either non-profit or for-profit, provided any monetary profits to its shareholders or members must be only incidental to its operations; and

(iv) Maintains at least 51 percent of its governing body's membership for low- and moderate-income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation; and

(v) Is not an agency or instrumentality of the recipient and does not permit more than one-third of the membership of its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under paragraph (c)(1)(iv) of this section); and

(vi) Except as otherwise authorized in paragraph (c)(1)(v) of this section, requires the members of its governing body to be nominated and approved by the general membership of the organization, or by its permanent governing body; and

(vii) Is not subject to requirements under which its assets revert to the recipient upon dissolution; and

(viii) Is free to contract for goods and services from vendors of its own choosing.

(2) A CBDO that does not meet the criteria in paragraph (c)(1) of this section may also qualify as an eligible entity under this section if it meets one of the following requirements:

(i) Is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or

(ii) Is an SBA approved Section 501 State Development Company or Section 502 Local Development Company, or an SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or

(iii) Is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

(3) A CBDO that does not qualify under paragraph (c)(1) or (2) of this section may also be determined to qualify as an eligible entity under this section if the recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization's charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under paragraph (c)(1) or (2) of this section.

[60 FR 1944, Jan. 5, 1995, as amended at 71 FR 30035, May 24, 2006]

***§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.***

(a) Planning activities which consist of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans, including, but not limited to:

(1) Comprehensive plans;

(2) Community development plans;

(3) Functional plans, in areas such as:

(i) Housing, including the development of a consolidated plan;

(ii) Land use and urban environmental design;

(iii) Economic development;

(iv) Open space and recreation;

(v) Energy use and conservation;

(vi) Floodplain and wetlands management in accordance with the requirements of Executive Orders 11988 and 11990;

(vii) Transportation;

(viii) Utilities; and

(ix) Historic preservation.

(4) Other plans and studies such as:

(i) Small area and neighborhood plans;

(ii) Capital improvements programs;

(iii) Individual project plans (but excluding engineering and design costs related to a specific activity which are eligible as part of the cost of such activity under §§ 570.201-570.204);

(iv) The reasonable costs of general environmental, urban environmental design and historic preservation studies; and general environmental assessment- and remediation-oriented planning related to properties with known or suspected environmental contamination. However, costs necessary to comply with 24 CFR part 58, including project specific environmental assessments and clearances for activities eligible for assistance under this part, are eligible as part of the cost of such activities under §§ 570.201-570.204. Costs for such specific assessments and clearances may also be incurred under this paragraph but would then be considered planning costs for the purposes of § 570.200(g);

(v) Strategies and action programs to implement plans, including the development of codes, ordinances and regulations;

- (vi) Support of clearinghouse functions, such as those specified in Executive Order 12372; and
- (vii) Analysis of impediments to fair housing choice.
- (viii) Developing an inventory of properties with known or suspected environmental contamination.
- (5) [Reserved]
- (6) Policy—planning—management—capacity building activities which will enable the recipient to:
  - (1) Determine its needs;
  - (2) Set long-term goals and short-term objectives, including those related to urban environmental design;
  - (3) Devise programs and activities to meet these goals and objectives;
  - (4) Evaluate the progress of such programs and activities in accomplishing these goals and objectives; and
  - (5) Carry out management, coordination and monitoring of activities necessary for effective planning implementation, but excluding the costs necessary to implement such plans.

[53 FR 34439, Sept. 6, 1988, as amended at 56 FR 56127, Oct. 31, 1991; 60 FR 1915, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

**§ 570.206 Program administrative costs.**

Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part and, where applicable, housing activities (described in paragraph (g) of this section) covered in the recipient's housing assistance plan. This does not include staff and overhead costs directly related to carrying out activities eligible under § 570.201 through § 570.204, since those costs are eligible as part of such activities.

(a) *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not necessarily limited to, necessary expenditures for the following:

(1) Salaries, wages, and related costs of the recipient's staff, the staff of local public agencies, or other staff engaged in program administration. In charging costs to this category the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods during the program year (or the grant period for grants under subpart F). Program administration includes the following types of assignments:

- (i) Providing local officials and citizens with information about the program;
- (ii) Preparing program budgets and schedules, and amendments thereto;
- (iii) Developing systems for assuring compliance with program requirements;
- (iv) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
- (v) Monitoring program activities for progress and compliance with program requirements;



- (vi) Preparing reports and other documents related to the program for submission to HUD;
  - (vii) Coordinating the resolution of audit and monitoring findings;
  - (viii) Evaluating program results against stated objectives; and
  - (ix) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i) through (viii) of this section.
- (2) Travel costs incurred for official business in carrying out the program;
  - (3) Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and
  - (4) Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
- (b) *Public information.* The provisions of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of activities being assisted with CDBG funds.
- (c) *Fair housing activities.* Provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons.
- (d) [Reserved]
- (e) *Indirect costs.* Indirect costs may be charged to the CDBG program under a cost allocation plan prepared in accordance with 2 CFR PART 200 as applicable.
- (f) *Submission of applications for federal programs.* Preparation of documents required for submission to HUD to receive funds under the CDBG and UDAG programs. In addition, CDBG funds may be used to prepare applications for other Federal programs where the recipient determines that such activities are necessary or appropriate to achieve its community development objectives.
- (g) *Administrative expenses to facilitate housing.* CDBG funds may be used for necessary administrative expenses in planning or obtaining financing for housing as follows: for entitlement recipients, assistance authorized by this paragraph is limited to units which are identified in the recipient's HUD approved housing assistance plan; for HUD-administered small cities recipients, assistance authorized by the paragraph is limited to facilitating the purchase or occupancy of existing units which are to be occupied by low and moderate income households, or the construction of rental or owner units where at least 20 percent of the units in each project will be occupied at affordable rents/costs by low and moderate income persons. Examples of eligible actions are as follows:
- (1) The cost of conducting preliminary surveys and analysis of market needs;
  - (2) Site and utility plans, narrative descriptions of the proposed construction, preliminary cost estimates, urban design documentation, and "sketch drawings," but excluding architectural, engineering, and other details ordinarily required for construction purposes, such as structural, electrical, plumbing, and mechanical details;
  - (3) Reasonable costs associated with development of applications for mortgage and insured loan commitments, including commitment fees, and of applications and proposals under the Section 8 Housing Assistance Payments Program pursuant to 24 CFR parts 880-883;

(4) Fees associated with processing of applications for mortgage or insured loan commitments under programs including those administered by HUD, Farmers Home Administration (FmHA), Federal National Mortgage Association (FNMA), and the Government National Mortgage Association (GNMA);

(5) The cost of issuance and administration of mortgage revenue bonds used to finance the acquisition, rehabilitation or construction of housing, but excluding costs associated with the payment or guarantee of the principal or interest on such bonds; and

(6) Special outreach activities which result in greater landlord participation in Section 8 Housing Assistance Payments Program-Existing Housing or similar programs for low and moderate income persons.

(h) *Section 17 of the United States Housing Act of 1937.* Reasonable costs equivalent to those described in paragraphs (a), (b), (e) and (f) of this section for overall program management of the Rental Rehabilitation and Housing Development programs authorized under section 17 of the United States Housing Act of 1937, whether or not such activities are otherwise assisted with funds provided under this part.

(i) Whether or not such activities are otherwise assisted by funds provided under this part, reasonable costs equivalent to those described in paragraphs (a), (b), (e), and (f) of this section for overall program management of:

(1) A Federally designated Empowerment Zone or Enterprise Community; and

(2) The HOME program under title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 note).

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 54 FR 37411, Sept. 8, 1989; 60 FR 56912, Nov. 9, 1995; 69 FR 32778, June 10, 2004]

### **§ 570.207 *Ineligible activities.***

The general rule is that any activity that is not authorized under the provisions of §§ 570.201-570.206 is ineligible to be assisted with CDBG funds. This section identifies specific activities that are ineligible and provides guidance in determining the eligibility of other activities frequently associated with housing and community development.

(a) The following activities may not be assisted with CDBG funds:

(1) *Buildings or portions thereof, used for the general conduct of government* as defined at § 570.3(d) cannot be assisted with CDBG funds. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(2) *General government expenses.* Except as otherwise specifically authorized in this subpart or under 2 CFR PART 200 expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(3) *Political activities.* CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

(b) The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.

(1) *Purchase of equipment.* The purchase of equipment with CDBG funds is generally ineligible.

(i) *Construction equipment.* The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing, depreciation, or use allowances pursuant to 2 CFR PART 200 as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under § 570.201(c).

(ii) *Fire protection equipment.* Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under § 570.201(c).

(iii) *Furnishings and personal property.* The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase or to pay depreciation or use allowances (in accordance with 2 CFR PART 200 as applicable) for such items when necessary for use by a recipient or its subrecipients in the administration of activities assisted with CDBG funds, or when eligible as firefighting equipment, or when such items constitute all or part of a public service pursuant to § 570.201(e).

(2) *Operating and maintenance expenses.* The general rule is that any expense associated with repairing, operating or maintaining public facilities, improvements and services is ineligible. Specific exceptions to this general rule are operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. For example, the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under § 570.201(e), even if no other costs of providing such a service are assisted with such funds. Examples of ineligible operating and maintenance expenses are:

(i) Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with a disabilities, parking and other public facilities and improvements. Examples of maintenance and repair activities for which CDBG funds may not be used include the filling of pot holes in streets, repairing of cracks in sidewalks, the mowing of recreational areas, and the replacement of expended street light bulbs; and

(ii) Payment of salaries for staff, utility costs and similar expenses necessary for the operation of public works and facilities.

(3) *New housing construction.* For the purpose of this paragraph, activities in support of the development of low or moderate income housing including clearance, site assemblage, provision of site improvements and provision of public improvements and certain housing pre-construction costs set forth in § 570.206(g), are not considered as activities to subsidize or assist new residential construction. CDBG funds may not be used for the construction of new permanent residential structures or for any program to subsidize or assist such new construction, except:

(i) As provided under the last resort housing provisions set forth in 24 CFR part 42;

(ii) As authorized under § 570.201(m) or (n);

(iii) When carried out by an entity pursuant to § 570.204(a);

(4) *Income payments.* The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, "income payments" means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 56912, Nov. 9, 1995; 65 FR 70215, Nov. 21, 2000]

## § 570.208 *Criteria for national objectives.*

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under § 570.200(a)(2):

(a) *Activities benefiting low- and moderate-income persons.* Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under § 570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate income persons at or above this level shall be considered to be within the highest quartile.

(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as applicable) paragraph (a)(1)(ii) of this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general

population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate-income persons, no further submission is needed by the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in § 570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current relative income levels in an area, or where census boundaries do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to demonstrate compliance with section 105(c)(2) of the Act.

(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) *Limited clientele activities.* (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults

meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with the provisions of § 570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph § 570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining "affordable rents" for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under § 570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under § 570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) *Job creation or retention activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

(1) Meets the requirements of paragraph (a)(4)(v) of this section; or

( 2 ) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)( 1 ) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

( 1 ) All block groups in the census tract have poverty rates of at least 20 percent;

( 2 ) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

( 3 ) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.



( 1 ) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.

( 2 ) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)( 1 ) of this section) is \$10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.209(b).

(b) *Activities which aid in the prevention or elimination of slums or blight.* Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

( 1 ) Physical deterioration of buildings or improvements;

( 2 ) Abandonment of properties;

( 3 ) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

( 4 ) Significant declines in property values or abnormally low property values relative to other areas in the community; or

( 5 ) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at § 570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be re-determined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) *Activities to address slums or blight on a spot basis.* The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

(3) *Activities to address slums or blight in an urban renewal area.* An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including *initial* land redevelopment permitted by the plan.

NOTE: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) *Activities designed to meet community development needs having a particular urgency.* In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) *Additional criteria.* (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under § 570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate income persons.

(4) CDBG funds expended for planning and administrative costs under § 570.205 and § 570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of § 91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at § 570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph (a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

### **§ 570.209 *Guidelines for evaluating and selecting economic development projects.***

The following guidelines are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under § 570.203. These guidelines also apply to activities carried out under the authority of § 570.204 that would otherwise be eligible under § 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). (This would include activities where a CBDO makes loans to for-profit businesses.) These guidelines are composed of two components: guidelines for evaluating project costs and financial requirements; and standards for evaluating public benefit. The standards for evaluating public benefit are *mandatory*, but the guidelines for evaluating projects costs and financial requirements are not.

(a) *Guidelines and objectives for evaluating project costs and financial requirements.* HUD has developed guidelines that are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. These guidelines, also referred to as the underwriting guidelines, are published as appendix A to this part. The use of the underwriting guidelines published by HUD is not mandatory. However, grantees electing not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. The objectives of the underwriting guidelines are to ensure:

(1) That project costs are reasonable;

- (2) That all sources of project financing are committed;
- (3) That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
- (4) That the project is financially feasible;
- (5) That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
- (6) That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) *Standards for evaluating public benefit.* The grantee is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under § 570.201(c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in § 570.208(a)(4)(vi)(F)( 2 ).

(1) *Standards for activities in the aggregate.* Activities covered by these guidelines must, in the aggregate, either:

- (i) Create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used; or
- (ii) Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate-income person per \$350 of CDBG funds used.

(2) *Applying the aggregate standards.* (i) A metropolitan city, an urban county, a non-entitlement CDBG grantee in Hawaii, or an Insular Area shall apply the aggregate standards under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities. For Insular Areas, the preceding sentence applies to grants received in program years after Fiscal Year 2004. A grantee under the HUD-administered Small Cities Program, or Insular Areas CDBG grants prior to Fiscal Year 2005, shall apply the aggregate standards under paragraph (b)(1) of this section to all funds obligated for applicable activities from a given grant; program income obligated for applicable activities will, for these purposes, be aggregated with the most recent open grant. For any time period in which a community has no open HUD-administered or Insular Areas grants, the aggregate standards shall be applied to all applicable activities for which program income is obligated during that period.

(ii) The grantee shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, the grantee may elect to count the activity under either the jobs standard or the area residents standard, but not both.

(iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

(v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

(A) Provides jobs exclusively for unemployed persons or participants in one or more of the following programs:

( 1 ) Jobs Training Partnership Act (JTPA);

- ( 2 ) Jobs Opportunities for Basic Skills (JOBS); or
- ( 3 ) Aid to Families with Dependent Children (AFDC);
- (B) Provides jobs predominantly for residents of Public and Indian Housing units;
- (C) Provides jobs predominantly for homeless persons;
- (D) Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;
- (E) Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;
- (F) Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;
- (G) Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;
- (H) Provides assistance to a Community Development Financial Institution that serve an area that is predominantly low- and moderate-income persons;
- (I) Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;
- (J) Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;
- (K) With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;
- (L) Provides services to the residents of an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title;
- (M) Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title.
- (N) Directly involves the economic development or redevelopment of environmentally contaminated properties.

(3) *Standards for individual activities.* Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following, as applicable:

(A) \$50,000 per full-time equivalent, permanent job created or retained; or

(B) \$1,000 per low- and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

(A) General promotion of the community as a whole (as opposed to the promotion of specific areas and programs);

(B) Assistance to professional sports teams;

(C) Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate-income persons;

(D) Acquisition of land for which the specific proposed use has not yet been identified; and

(E) Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient.

(4) *Applying the individual activity standards.* (i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(i) of this section.

(ii) The individual activity standards in paragraph (b)(3)(i) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(i) of this section.

(c) *Amendments to economic development projects after review determinations.* If, after the grantee enters into a contract to provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount or terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance.) If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

(d) *Documentation.* The grantee must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the grantee's actual results show a pattern of substantial variation from anticipated results, the grantee is expected to take all actions reasonably within its control to improve the accuracy of its projections. If the actual results demonstrate that the recipient has failed the public benefit standards, HUD may require the recipient to meet more stringent standards in future years as appropriate.

[60 FR 1947, Jan. 5, 1995, as amended at 60 FR 17445, Apr. 6, 1995; 71 FR 30035, May 24, 2006; 72 FR 12535, Mar. 15, 2007; 72 FR 46370, Aug. 17, 2007]

### **§ 570.210 *Prohibition on use of assistance for employment relocation activities.***

(a) *Prohibition.* CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one LMA to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

(b) *Definitions.* The following definitions apply to this section:

(1) *Directly assist.* Directly assist means the provision of CDBG funds for activities pursuant to:

(i) § 570.203(b); or

(ii) §§ 570.201(a)-(d), 570.201(l), 570.203(a), or § 570.204 when the grantee, subrecipient, or, in the case of an activity carried out pursuant to § 570.204, a Community Based Development Organization (CDBO) enters into an agreement with a business to undertake one or more of these activities as a condition of the business relocating a facility, plant, or operation to the grantee's LMA. Provision of public facilities and indirect assistance that will provide benefit to multiple businesses does not fall under the definition of "directly assist," unless it includes the provision of infrastructure to aid a specific business that is the subject of an agreement with the specific assisted business.

(2) *Labor market area (LMA).* For metropolitan areas, an LMA is an area defined as such by the BLS. An LMA is an economically integrated geographic area within which individuals can live and find employment within a reasonable distance or can readily change employment without changing their place of residence. In addition, LMAs are non-overlapping and geographically exhaustive. For metropolitan areas, grantees must use employment data, as defined by the BLS, for the LMA in which the affected business is currently located and from which current jobs may be lost. For non-metropolitan areas, an LMA is either an area defined by the BLS as an LMA, or a state may choose to combine non-metropolitan LMAs. States are required to define or reaffirm prior definitions of their LMAs on an annual basis and retain records to substantiate such areas prior to any business relocation that would be impacted by this rule. Metropolitan LMAs cannot be combined, nor can a non-metropolitan LMA be combined with a metropolitan LMA. For the HUD-administered Small Cities Program, each of the three participating counties in Hawaii will be considered to be its own LMA. Recipients of Fiscal Year 1999 Small Cities Program funding in New York will follow the requirements for State CDBG recipients.

(3) *Operation.* A business operation includes, but is not limited to, any equipment, employment opportunity, production capacity or product line of the business.

(4) *Significant loss of jobs.* (i) A loss of jobs is significant if: The number of jobs to be lost in the LMA in which the affected business is currently located is equal to or greater than one-tenth of one percent of the total number of persons in the labor force of that LMA; or in all cases, a loss of 500 or more jobs. Notwithstanding the aforementioned, a loss of 25 jobs or fewer does not constitute a significant loss of jobs.

(ii) A job is considered to be lost due to the provision of CDBG assistance if the job is relocated within three years of the provision of assistance to the business; or the time period within which jobs are to be created as specified by the agreement between the business and the recipient if it is longer than three years.

(c) *Written agreement.* Before directly assisting a business with CDBG funds, the recipient, subrecipient, or a CDBO (in the case of an activity carried out pursuant to § 570.204) shall sign a written agreement with the assisted business. The written agreement shall include:

(1) *Statement.* A statement from the assisted business as to whether the assisted activity will result in the relocation of any industrial or commercial plant, facility, or operation from one LMA to another, and, if so, the number of jobs that will be relocated from each LMA;

(2) *Required information.* If the assistance will not result in a relocation covered by this section, a certification from the assisted business that neither it, nor any of its subsidiaries, has plans to relocate jobs at the time the agreement is signed that would result in a significant job loss as defined in this rule; and

(3) *Reimbursement of assistance.* The agreement shall provide for reimbursement of any assistance provided to, or expended on behalf of, the business in the event that assistance results in a relocation prohibited under this section.

(d) *Assistance not covered by this section.* This section does not apply to:

(1) *Relocation assistance.* Relocation assistance required by the Uniform Assistance and Real Property Acquisition Policies Act of 1970, (URA) (42 U.S.C. 4601-4655);

(2) *Microenterprises.* Assistance to microenterprises as defined by Section 102(a)(22) of the Housing and Community Development Act of 1974; and

(3) *Arms-length transactions.* Assistance to a business that purchases business equipment, inventory, or other physical assets in an arms-length transaction, including the assets of an existing business, provided that the purchase does not result in the relocation of the sellers' business operation (including customer base or list, goodwill, product lines, or trade names) from one LMA to another LMA and does not produce a significant loss of jobs in the LMA from which the relocation occurs.

[70 FR 76369, Dec. 23, 2005]

### ***Subpart K—Other Program Requirements***

SOURCE: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

#### ***§ 570.600 General.***

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in § 570.405 and § 570.440 with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

#### ***§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.***

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.* ), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the



effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

### **§ 570.602 Section 109 of the Act.**

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

### **§ 570.603 Labor standards.**

(a) Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.* ) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

### **§ 570.604 Environmental standards.**

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decision making, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

### **§ 570.605 National Flood Insurance Program.**

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

## ***§ 570.606 Displacement, relocation, acquisition, and replacement of housing.***

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “*displaced person*” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

( 1 ) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

( 2 ) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

( 3 ) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term “*displaced person* -” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term “ *initiation of negotiations* ” means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential anti-displacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

### ***§ 570.607 Employment and contracting opportunities.***

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

### ***§ 570.608 Lead-based paint.***

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

### ***§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.***

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

### ***§ 570.610 Uniform administrative requirements and cost principles.***

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and 2 CFR PART 200 as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

<sup>2</sup> See footnote 1 at § 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

### ***§ 570.611 Conflict of interest.***

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

## **§ 570.612 Executive Order 12372.**

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

## **§ 570.613 Eligibility restrictions for certain resident aliens.**

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either:

- (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
- (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

**§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.**

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

**UPDATE: Effective March 2015**

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates and streamlines requirements from 8 OMB Circulars referenced in Exhibit D - CDBG Regulations and Other Program Requirements:

- |         |         |
|---------|---------|
| A - 21  | A - 110 |
| A - 87  | A - 122 |
| A - 89  | A - 133 |
| A - 102 | A - 50  |

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

[www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf](http://www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf)

## **Exhibit E**

### **Audit Findings or Exceptions**

(N/A - No audit findings or exceptions)



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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Patrick McNulty, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action to approve and authorize the Mayor to sign the Letter of Support for the SH 550 Corridor Project in Cameron County by the Cameron County Regional Mobility Authority (CCRMA) in partnership with Texas Department of Transportation (TxDOT).

**ITEM BACKGROUND**

In 2010 the Cameron County Regional Mobility Authority (CCRMA), in partnership with TxDOT, entered into an agreement to develop a new interstate that would connect the Port of Brownsville and State Highway 48 to Interstate 69E. The Port of Brownsville today, is the only deep-water port in Texas without a direct connection to the interstate system. This new 10-mile interstate would help facilitate key economic development by creating access through a previously undeveloped area. The CCRMA currently has one GAP project remaining to complete the interstate. Once complete, the entire corridor will be signed as I-169.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve and authorize the Mayor to sign Letter of Support for the SH 550 Corridor Project.

7-1



August 7, 2019

The Honorable J. Bruce Bugg, Jr.  
Chairman, Texas Transportation Commission  
125 E. 11<sup>th</sup> St.  
Austin, Texas 78701

Re: SH 550 Corridor Project located in Cameron County, Texas  
CSJ: 0684-01-068

Dear Chairman Bugg:

This letter is a demonstration of City of South Padre Island's support for the SH 550 Corridor Project (the "Project") in Cameron County, Texas.

In 2010 the Cameron County Regional Mobility Authority (CCRMA), in partnership with TxDOT, entered into an agreement to develop a new interstate that would connect the Port of Brownsville and State Highway 48 to Interstate 69E. The Port of Brownsville today, is the only deep-water port in Texas without a direct connection to the interstate system. This new 10-mile interstate would help facilitate key economic development by creating access through a previously undeveloped area. The CCRMA currently has one GAP project remaining to complete the interstate. Once complete, the entire corridor will be signed as I-169.

The Project will provide the necessary and positive impact our growing communities need including the diversification of cargo handling operations at the Port of Brownsville and result in truck transportation cost savings associated with delayed truck costs including cost of trucking, safety, traffic congestion, road pavement damage and environmental impact costs. The Project will provide more efficient and safer routes for commercial and passenger vehicles traveling to and from the Port of Brownsville along with the Laguna Madre area, and will also provide safety enhancements in the area making travel safer through an elementary school and neighboring areas.

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17-2

Through a partnership, TxDOT and the CCRMA have worked to environmentally clear the corridor, acquire right of way, and adjust utilities. The only remaining project development activity is the completion of PS&E to make the project shovel ready. To remove the Project from the UTP would undo substantial Federal, State, and Local efforts and fiscal resources that have already been invested to date. It is important to note that this project is also fully funded for construction with Category 7 Funding as of the last approved Transportation Improvement Plan (TIP), Metropolitan Transportation Plan (MTP), and Unified Transportation Plan (UTP) approved at the Brownsville MPO.

We respectfully request that the Commission maintain the funding commitment in the UTP in agreement with local planning documents.

Very truly yours,

Patrick McNulty, Mayor  
City of South Padre Island

*“Visit South Padre Island – A Great Place to Be!”*

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

**MEETING DATE:** August 7, 2019  
**NAME & TITLE:** Patrick McNulty, Mayor  
Randy Smith, City Manager  
**DEPARTMENT:** City Council/City Manager's Office

**ITEM**

Discussion and action to approve and authorize the Mayor to sign a letter opposing rate increases in premiums to Texas Windstorm Insurance policyholders.

**ITEM BACKGROUND**

The Texas Windstorm Insurance Association Board intends to consider a rate increase for 2020 at its next meeting. We would like to submit a letter from the City opposing the rate hike.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve and authorize the Mayor to sign letter opposing TWIA rate increase.

8-1



August 7, 2019

Joshua Fields, Chairman  
Texas Windstorm Insurance Association Board (TWIA)  
P. O. Box 99090  
Austin, Texas 78709-9090

Re: Opposition to Rate Increase

Dear Chairman Fields,

On behalf of the City of South Padre Island, I am writing to urge the Board to NOT increase premiums on policyholders. Rate increases like the one being considered by the board will contribute negatively to the cost of living in a coastal community. This has the potential to drive people out of their homes and make it too expensive for people to buy houses and afford the necessary insurance.

Furthermore, the residential memo dated July 19, 2019 states that some of the Reliance Upon Data was unaudited and the results of two different hurricane simulation models has not been directly verified by TWIA but is relying upon documentation provided by the two firms. I find it unconscionable the TWIA Board of Directors would entertain a rate hike on its policyholders on information that has yet to be audited or verified.

Several reforms have just been enacted by the Texas Legislature that should have an impact on rates going forward. In addition, a special legislative oversight board will soon be named by the Speaker of the Texas House and the Lieutenant governor to more thoroughly look at the association's rate structure. I believe the most prudent move for the citizens of the coastal region is for TWIA to hold off on any rate increases until the legislature has had the opportunity to study the TWIA's rate structure and enact any needed reforms during the next legislative session.

Respectfully,

Patrick McNulty, Mayor  
City of South Padre Island

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Joe Ricco, Council Member  
Kerry Schwartz, Council Member

**DEPARTMENT:** City Council

**ITEM**

Discussion and action to appoint members to the Golf Cart Steering Committee, which was created to address and give recommendations on issues regarding golf carts.

**ITEM BACKGROUND**

At the July 17<sup>th</sup> City Council meeting, Council approve the appointment of a Golf Cart Steering Committee to address and give recommendations within 30 days on the issues regrding golf carts. The committee is to consist of:

- 2 members of City Council
- 2 members of the Police Department
- 2 golf cart owner operators
- 2 members of local resident property owners

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

9-1

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Patrick McNulty, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and action to approve adding two to four at-large members to the Comprehensive Plan Steering Committee.

**ITEM BACKGROUND**

At the November 15, 2017 City Council meeting, Council authorized the formation of a Comprehensive Plan Steering Committee whose members are to be two from the City Council, a representative from each committee, staff members and members of the public. At the time, the members appointed were Dennis Stahl, Alita Bagley, Troy Giles, Patrick McNulty, Wally Jones, Irv Downing, Kim Dollar, Clayton Brashear and Susan Guthrie. Many of the original committee members are no longer on the respective boards that they were appointed from (which will be address separately by each committee in the means of a new appointment). I am proposing to add two to four more members who are from the citizen at-large population in order to get a better perspective of what our community wants to see in a comprehensive plan.

**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:** August 7, 2019  
**NAME & TITLE:** Susan Manning, City Secretary  
**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to appoint a member to fill a vacancy on the Special Events Committee.

**ITEM BACKGROUND**

The City has received applications from George Block, Andy Hancock, Christian Hasbun and Michael Sularz who are interested in filling the vacancy on the Special Events Committee. A tally sheet will be sent to each of you for your selection prior to the meeting.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

Chapter VII – Governance and Community Relations  
Objectives 1.2 – Policy 1.21.1, 1.2.2, 1.2.4, 1.2.5

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**



**CANDIDATE APPLICATION FORM  
FOR COUNCIL-APPOINTED BOARDS, COMMITTEES &  
COMMISSIONS**

Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

Board Preference 1: Special Events Committee

Board Preference 2: \_\_\_\_\_

Do you currently serve on another Committee, Board, etc. – if so, please specify: No

Name: George Block

Home Address: 8200 Breakers Blvd.

City: South Padre Island Zip: 78597 Mailing: PO Box 3700

Telephone: 210-912-3535 Fax: \_\_\_\_\_

E-Mail: georgeblock511@yahoo.com

Profession: Retired

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business E-Mail: \_\_\_\_\_

Special Knowledge or Experience applicable to City Committee Function: \_\_\_\_\_

I was previously on the Special Events Subcommittee and I started the Sports Commission for the City of San Antonio.

Other Information (Civic Activities): Treasurer, POWC-PAC

I verify that the information I have provided in this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature 

18 July 2019  
Date

PLEASE RETURN COMPLETED APPLICATION TO THE CITY SECRETARY'S OFFICE, CITY OF SOUTH PADRE ISLAND, 4601 PADRE BLVD., SOUTH PADRE ISLAND, TX 78597; EMAIL [SHILL@MYSPI.ORG](mailto:SHILL@MYSPI.ORG) OR FAX 956-761-3888.



City of South Padre Island – Committees, Boards and Commissions Questionnaire  
4601 Padre Blvd., South Padre Island, TX 78597 Phone: 956/761-6456 Fax: 956/761-3888

**APPLICANT INFORMATION**

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ M.I.: \_\_\_\_\_ Date: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Apartment/Unit #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Occupation (Place of Business): \_\_\_\_\_ Phone: \_\_\_\_\_

Are you a citizen of the United States? Yes  No

Have you ever been convicted of a felony? Yes  No  If yes, please explain \_\_\_\_\_

Have you ever been convicted of, received probation or deferred adjudication for any offense that was not a felony? Yes  No  If yes, please explain: \_\_\_\_\_

Do you have a current Driver's License? Yes  No

Have you been a resident of the City of South Padre Island for at least six (6) months prior to the date of application? Yes  No

If qualified, are you a registered South Padre Island voter? Yes  No

Are you an adversary party to pending litigation against the City of South Padre Island? Have you ever been an adversary part to litigation against the City of South Padre Island? Yes  No  If yes, please explain: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

11-67

**CANDIDATE APPLICATION FORM  
FOR COUNCIL-APPOINTED BOARDS, COMMITTEES &  
COMMISSIONS**

Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

Board Preference 1: SPECIAL EVENT COMMITTEE,

Board Preference 2: \_\_\_\_\_

Name: ANDY HANCOCK

Home Address: 26156 TED HUNT ROAD

City: LOS FRESNOS Zip: 78566 SPI Resident: 12 years previous Sh.?

Telephone: 956 433 9948 Fax: \_\_\_\_\_

E-Mail: SANDCASTLELESSONS@GMAIL.COM

Profession: SCULPTOR

Business Name: SANDCASTLE LESSONS /

Business Address: AS ABOVE @ PEARL HOTEL

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business E-Mail: \_\_\_\_\_

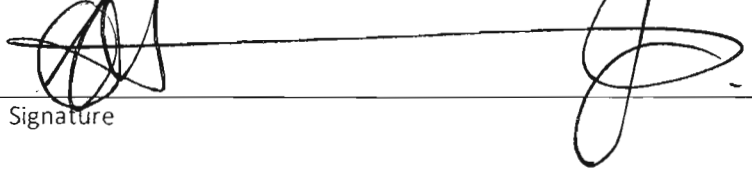
Special Knowledge or Experience applicable to City Committee Function:

EVENT ORGANISOR, CO-ORDINATOR &  
VOLUNTEER FOR 15 YRS, MEDIA & MARKETING  
BRIDGE BUILDER.

Other Information (Civic Activities):

OUTDOOR LOGISTICS SPECIALIST  
HAVE BEEN INVOLVED IN MAKING & INSTALLING  
LARGE SCALE SCULPTURE WORLDWIDE

I verify that the information I have provided in this application to be true and correct. I also acknowledge that this information may be made available to the public.

  
Signature

July 15<sup>th</sup> 2019  
Date

PLEASE RETURN COMPLETED APPLICATION TO THE CITY SECRETARY'S OFFICE, CITY OF SOUTH PADRE ISLAND, 4601 PADRE BLVD., SOUTH PADRE ISLAND, TX 78597; EMAIL SHILL@MYSPI.ORG OR FAX 956-761-3888.



City of South Padre Island – Committees, Boards and Commissions  
 Questionnaire  
 4601 Padre Blvd.  
 South Padre Island, TX 78597

Phone: 956/761-6456  
 Fax: 956/761-3888

**APPLICANT INFORMATION**

Last Name: **HANCOCK** First: **ANDY** M.I.: **P** Date: **MARCH 15 1961**  
 Street Address: **26156 TED HUNT RD** Apartment/Unit #:  
 City: **LOS FRENDOS** State: **TX** Zip: **78566**  
 Phone: **956 433 9948** E-mail Address: **SANDCASTLELESSONS@GMAIL.COM**  
 Occupation (Place of Business): **SCULPTOR** Phone: **956 433 9948**

Are you a citizen of the United States? Yes  No

Have you ever been convicted of a felony? Yes  No  If yes, please explain

Have you ever been convicted of, received probation or deferred adjudication for any offense that was not a felony? Yes  No  If yes, please explain:

Do you have a current Driver's License? Yes  No

Have you been a resident of the City of South Padre Island for at least six (6) months prior to the date of application? Yes  No  **previous 12 years**

If qualified, are you a registered South Padre Island voter? Yes  No

Are you an adversary party to pending litigation against the City of South Padre Island? Have you ever been an adversary part to litigation against the City of South Padre Island? Yes  No  If yes, please explain:

Are you an employee or a business associate of either an adversary party or a representative of an adversary party in any past or pending litigation against the City of South Padre Island, other than an eminent domain proceeding? Yes  No  If yes, please explain:

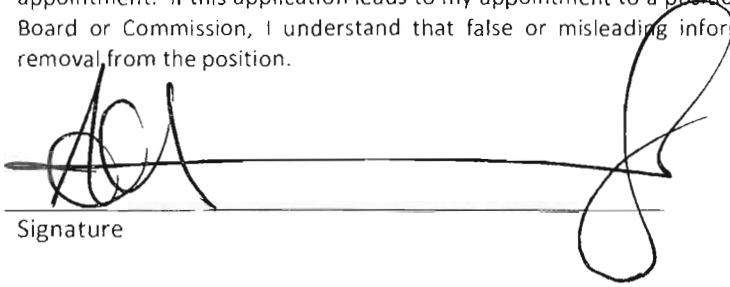
Are you an employee or a business associate of either an adversary party or a representative of an adversary party that has a pecuniary interest in any past or pending litigation or claim against the City of South Padre Island, other than an eminent domain proceeding? Yes  No  If yes, please explain:

Are you in arrears on any City of South Padre Island taxes, water service charge or other obligations owned to the City of South Padre Island? Yes  No  If yes, please explain:

Provide All Information Requested: INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR COMMITTEE, BOARD OR COMMISSION OPPORTUNITIES. Your complete application form will be maintained in our active files for six (6) months from the date of the application. I understand that should I not be appointed to the City of South Padre Island committee, board or commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of South Padre Island's document retention schedule.

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Signature

July 18<sup>th</sup> 2019  
Date

previous events experience

SANDCASTLE DAYS - Flom 2005/2010.

FIESTA PADRE, - 2015  
Spring Beach. (Rochester)

Corporate Team Building

BEACH CLEAN UPS (PAPEROT WINE SPONSOR)

SANDCASTLE TRAIL

LARGEST OUTDOOR SANDCASTLE IN USA!

SANDCASTLE WORLD CHAMPIONSHIPS (FLORIDA)

NORTH AMERICAN CHAMPIONSHIPS (FT MYERS)  
CREW & PARTICIPANT.

Revised 5-16-13

Page 3 of 3

7 International Symposia - WORLDWIDE!  
11-7

**CANDIDATE APPLICATION FORM  
FOR COUNCIL-APPOINTED BOARDS, COMMITTEES &  
COMMISSIONS**

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Please print clearly.

Board Preference 1: Special events  
Board Preference 2: CVA

Do you currently serve on another Committee, Board, etc. – if so, please specify: \_\_\_\_\_

Name: Christian Hasbun

Home Address: 101 E Morningside Drive

City: South Padre Island Zip: 78597 Mailing: \_\_\_\_\_

Telephone: 956 330 4720 Fax: \_\_\_\_\_

E-Mail: kellys.pub.spi@gmail.com

Profession: Business Owner

Business Name: Kellys Irish Pub

Business Address: 101 E Morningside Drive

City: South Padre Island State: Texas Zip: 78597

Business Telephone: 956 433 5380

Business E-Mail: kellys.Pub.spi@gmail.com

Special Knowledge or Experience applicable to City Committee Function: 10 yrs in the  
hospitality industry, Masters Degree in Business,

Other Information (Civic Activities): SPI Chamber of Commerce Board of Directors

I verify that the information I have provided in this application to be true and correct. I also acknowledge that this information may be made available to the public.

Christian Hasbun  
Signature

7/9/19  
Date

PLEASE RETURN COMPLETED APPLICATION TO THE CITY SECRETARY'S OFFICE, CITY OF SOUTH PADRE ISLAND, 4601 PADRE BLVD., SOUTH PADRE ISLAND, TX 78597; EMAIL SHILL@MYSPI.ORG OR FAX 956-761-3888.



City of South Padre Island – Committees, Boards and Commissions Questionnaire  
4601 Padre Blvd., South Padre Island, TX 78597 Phone: 956/761-6456 Fax: 956/761-3888

**APPLICANT INFORMATION**

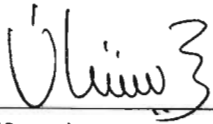
Last Name: Hasban First: Christian M.I.: \_\_\_\_\_ Date: 7/7/19  
Street Address: 101 E Morningside Drive Apartment/Unit #: \_\_\_\_\_  
City: South Padre Island State: Texas Zip: 78597  
Phone: 956 3304720 E-mail Address: kellys.pub.spi@gmail.com  
Occupation (Place of Business): Kellys Irish Pub Phone: 956 433 5380  
Are you a citizen of the United States? Yes  No  Permanent Resident  
Have you ever been convicted of a felony? Yes  No  If yes, please explain \_\_\_\_\_  
Have you ever been convicted of, received probation or deferred adjudication for any offense that was not a felony? Yes  No  If yes, please explain: \_\_\_\_\_  
Do you have a current Driver's License? Yes  No   
Have you been a resident of the City of South Padre Island for at least six (6) months prior to the date of application? Yes  No   
If qualified, are you a registered South Padre Island voter? Yes  No   
Are you an adversary party to pending litigation against the City of South Padre Island? Yes  No  If yes, please explain: \_\_\_\_\_  
Are you an employee or a business associate of either an adversary party or a representative of an adversary party in any past or pending litigation against the City of South Padre Island, other than an eminent domain proceeding? Yes  No  If yes, please explain: \_\_\_\_\_  
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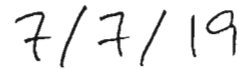
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Signature



Date

**CANDIDATE APPLICATION FORM  
FOR COUNCIL-APPOINTED BOARDS, COMMITTEES &  
COMMISSIONS**

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Board Preference 1: E.D.C.  
Board Preference 2: Special Events

Do you currently serve on another Committee, Board, etc. – if so, please specify: \_\_\_\_\_

Name: Michael Shawn Sularz

Home Address: 110 E. Esperanza

City: South Padre Island Zip: 78597 Mailing: PO Box 2358

Telephone: 956 2660212 Fax: \_\_\_\_\_

E-Mail: mika104spi@aol.com

Profession: Restaurant Owner - Photographer

Business Name: D'Pizza Joint

Business Address: 2413 Padre Blvd

City: South Padre Island State: Texas Zip: 78597

Business Telephone: (956) 761-7995

Business E-Mail: mika104spi@aol.com

Special Knowledge or Experience applicable to City Committee Function:

Resident of South Padre Island for 41 years

Owner/Operator of an Island Business for over 36 years

Dealing in many events and many functions through the decades.

Other Information (Civic Activities): Endless support for all things South

Padre Island and its surrounding areas,

SPI Kats, Capture of South Padre Island and the RGV

I verify that the information I have provided in this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: [Handwritten Signature] Date: 7/22/19

PLEASE RETURN COMPLETED APPLICATION TO THE CITY SECRETARY'S OFFICE, CITY OF SOUTH PADRE ISLAND, 4601 PADRE BLVD., SOUTH PADRE ISLAND, TX 78597; EMAIL SHILL@MYSPI.ORG OR FAX 956-761-3888.



City of South Padre Island – Committees, Boards and Commissions Questionnaire  
4601 Padre Blvd., South Padre Island, TX 78597 Phone: 956/761-6456 Fax: 956/761-3888

**APPLICANT INFORMATION**

Last Name: Sularz First: Michael M.I.: S Date: \_\_\_\_\_  
Street Address: 110 Ft. Esperanza Apartment/Unit #: \_\_\_\_\_  
City: South Padre Island State: Texas Zip: 78597  
Phone: (956) 266-0212 E-mail Address: mika104spi@aol.com  
Occupation (Place of Business): D'Pizza Joint Phone: (956) 761-7995

Are you a citizen of the United States? Yes  No

Have you ever been convicted of a felony? Yes  No  If yes, please explain \_\_\_\_\_

Have you ever been convicted of, received probation or deferred adjudication for any offense that was not a felony? Yes  No  If yes, please explain: \_\_\_\_\_

Do you have a current Driver's License? Yes  No

Have you been a resident of the City of South Padre Island for at least six (6) months prior to the date of application? Yes  No

If qualified, are you a registered South Padre Island voter? Yes  No

Are you an adversary party to pending litigation against the City of South Padre Island? Have you ever been an adversary part to litigation against the City of South Padre Island? Yes  No  If yes, please explain:

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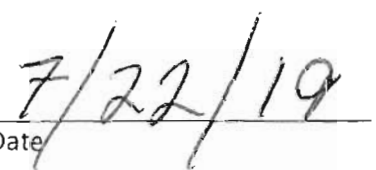
11-12

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Signature

  
Date

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Kristina Boburka, Shoreline Director

**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action on portable restroom survey questions for community review.

**ITEM BACKGROUND**

When the portable restrooms were placed, it was decided that at 6 months we have the community participate in a survey to receive feedback. Attached are potential survey questions.

**BUDGET/FINANCIAL SUMMARY**

None.

**COMPREHENSIVE PLAN GOAL**

Chapter III. Parks and Resources

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

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

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Shoreline Task Force recommends approval.

12-1

## Potential Restroom Survey Questions

- How are you affiliated with South Padre Island?
  - I live here
  - I work here
  - I visit frequently (12+ times a year)
  - I visit a few times a year
  - I am a tourist
- Have you utilized any of the temporary restrooms that are located on the beach or at the City's beach accesses?
- Have you utilized any of the brick and mortar restrooms that are located on the beach or at the City's beach accesses?
- How was your experience if you used one of the City's restrooms?
- Do you believe the beach is in need of more restrooms? If so, permanent or temporary?
- Have you experienced a problem accessing public restrooms while visiting the beach?
- Would you typically use a public restroom?
- Please rate the cleanliness of the restroom(s) on a scale of 1 to 5, with 1 being the lowest and 5 the highest.
- Would you recommend the City continue renting the temporary restrooms year round?
- Do you prefer temporary or permanent restrooms?
- Do you believe the enclosures being built around the restrooms help ease the appearance of temporary restrooms?

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Kristina Boburka, Shoreline Director

**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action to proceed or make changes to the proposed Palm Street Boat Ramp.

**ITEM BACKGROUND**

City Council accepted a proposal for the design and engineering services to re-develop the Palm Street Boat Ramp in January 2019. The Boat Ramp has incurred additional design charges that were not accounted for due to the redesign. If Council would like to continue with Hanson finishing the design and engineering of the ramp, the next step would be to go out for construction bids. Both property owners to the North and South are in favor of improvements.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

Chapter III. Parks and Resources

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

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

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Staff supports.



Kristina Boburka <kboburka@myspi.org>

---

## Palm Street boat ramp

1 message

---

**Brandy Buntin** <brandybuntin@gmail.com>  
To: kboburka@myspi.org

Mon, Jul 8, 2019 at 12:36 PM

We need the boat ram finish at Palm st

We need a dock installed out from ram so that when anyone is launching there vessels they are able to back trailer into water float boat off and tie it up so that they can go and park there trailer and truck, leaving the boat tied up till they walk back and leave the dock, this is going to save all the boats hitting the bottom cause damage to equipment.

We are helping lots of people weekly because the existing ram has pot holes under water the tire and trailers are get damaged,

Brandy Buntin  
808-640-7474

13-2

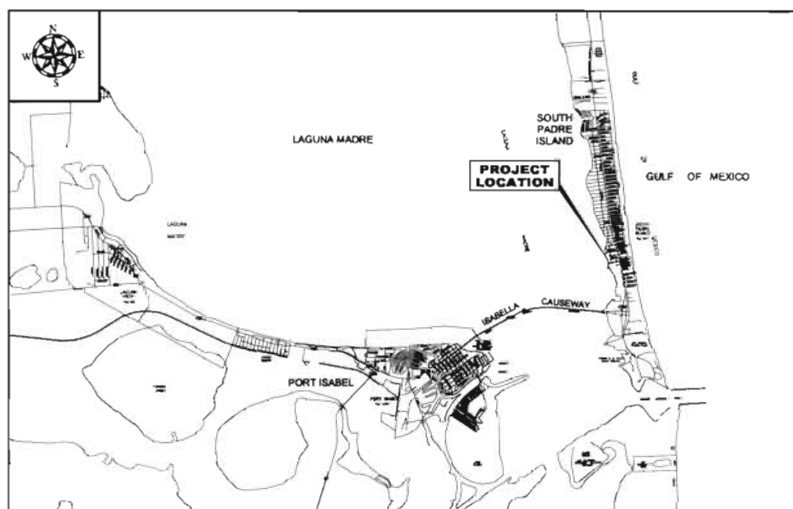


# CONSTRUCTION PLANS FOR PALM STREET BOAT RAMP AUGUST 2018

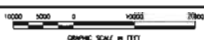
PREPARED FOR  
CITY OF SOUTH PADRE ISLAND, TEXAS

## SHEET INDEX

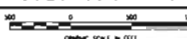
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING SITE AND DEMOLITION
4	PROPOSED SITE PLAN
5	EROSION CONTROL PLAN
6	PROPOSED PROJECT IMPACTS
7	BOAT RAMP CROSS-SECTION
8	WOOD PIER DETAILS
9	MISCELLANEOUS DETAILS



**LOCATION MAP**



**VICINITY MAP**



### CITY COUNCIL

MAYOR .....	DENNIS STAHL
MAYOR PRO-TEM .....	PAUL MUNARRIZ
MEMBER .....	RON PITCOCK
MEMBER .....	THERESA METTY
MEMBER .....	ALITA BAGLEY
MEMBER .....	KEN MEDDERS, JR.
CITY MANAGER.....	SUSAN GUTHRIES

**CALL BEFORE YOU DIG!**



PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG,  
DRILL, OR BLAST - STOP AND CALL

Know what's below.  
Call before you dig. 811

THE LONE STAR  
NOTIFICATION COMPANY  
AT 1-800-669-8344



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DATE: 8/28/2018

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Dwg. No. 18L0483

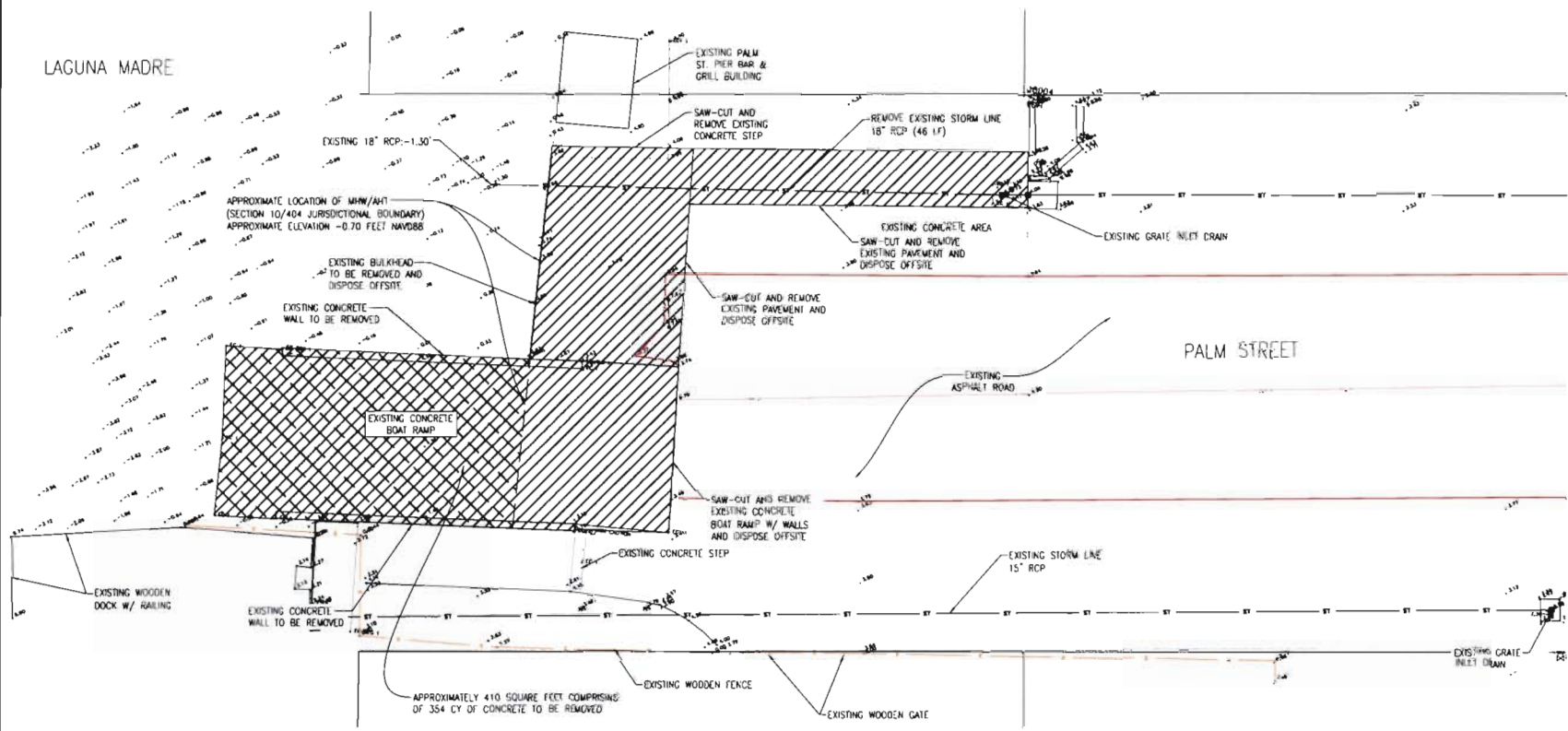
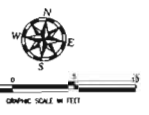
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1 of 9 sheets

13-3  
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LAGUNA MADRE



- LEGEND - EXISTING**
- GAS
  - CASEMENT
  - WATERLINE
  - FENCE
  - TOP OF DITCH
  - TOE OF DITCH
  - CURB AND GUTTER
  - UNDERGROUND POWER LINE
  - STORM LINE
  - FENCE
  - ELEVATIONS
  - PILLAR
  - CLEANOUT
  - ELECTRIC TRANSFORMER
  - FIRE HYDRANT
  - FLAG POLE
  - GAS VALVE
  - GRATE INLET
  - GUY WIRE
  - IRON ROD
  - IRRIGATION
  - LIGHT POLE
  - COMMUNICATION MANHOLE
  - GAS MANHOLE
  - SANITARY SEWER MANHOLE
  - DRAINAGE MANHOLE
  - PALM TREE
  - PHONE RISER
  - POWER POLE
  - SIGN
  - TRAFFIC SIGNAL BOX
  - TREE
  - WATER METER
  - WATER SPOUT
  - WATER VALVE
- LEGEND - PROPOSED**
- DEMO AREA

- NOTES:**
1. CONTRACTOR SHALL LOCATE AND PROTECT UNDERGROUND UTILITIES.
  2. CONTRACTOR SHALL NOTIFY ENGINEER IF AND WHEN DEMOLITION CONFLICTS ARISE.
  3. EXISTING MATERIALS THAT ARE REMOVED SHALL BE DISPOSED OF PROPERLY OFFSITE, UNLESS OTHERWISE NOTED.

13-5

NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

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Sheet No. 1610493  
Drawing Title - EXISTING SITE & DEMOLITION  
Date: 8/23/2018  
LAYOUT: VM 8/23/2018  
DRAWN: VM 8/23/2018  
REVIEWED: PMP 8/23/2018



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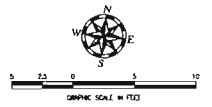
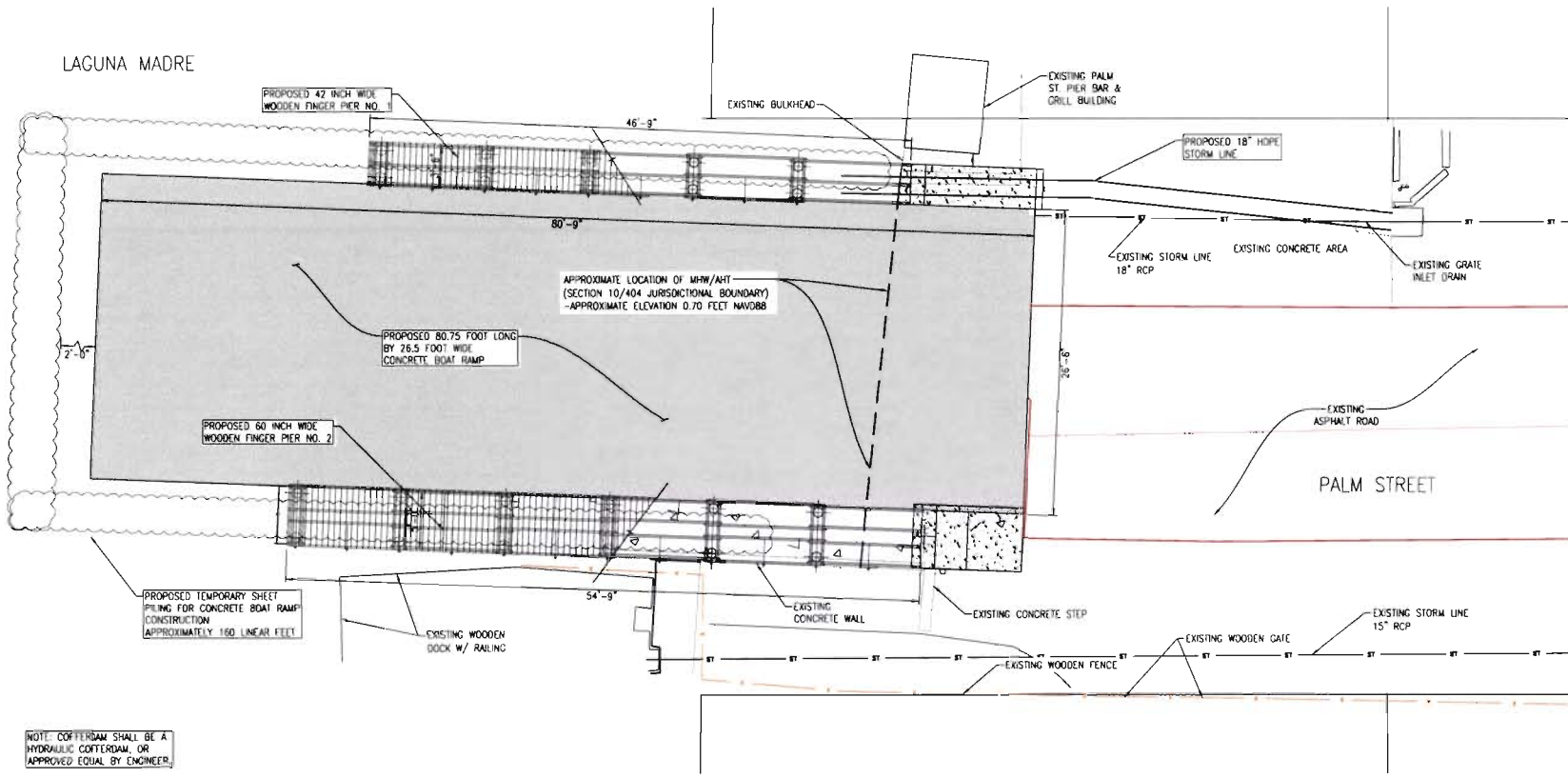
**EXISTING SITE AND DEMOLITION PLAN**

PALM STREET BOAT RAMP  
CITY OF SOUTH PADRE ISLAND, TEXAS

**3**

2 of 9 sheets

LAGUNA MADRE

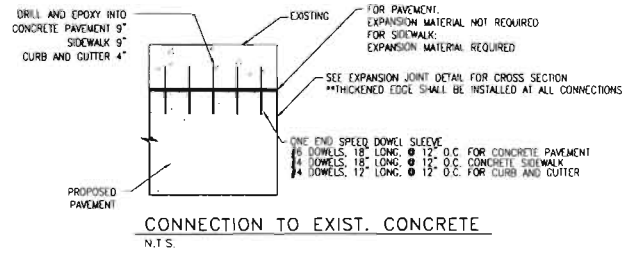


- LEGEND - EXISTING
- GAS
  - EASEMENT
  - WATERLINE
  - x- FENCE
  - - - TOP OF DITCH
  - - - TOE OF DITCH
  - CURB AND GUTTER
  - UNDERGROUND POWER LINE
  - x- FENCE
  - ELEVATIONS
  - BOLLARD
  - CLEANOUT
  - ELECTRIC TRANSFORMER
  - FIRE HYDRANT
  - FLAG POLE
  - GAS VALVE
  - GRADE INLET
  - GUY WIRE
  - IRON ROD
  - IRRIGATION
  - LIGHT POLE
  - COMMUNICATION MANHOLE
  - GAS MANHOLE
  - SANITARY SEWER MANHOLE
  - DRAINAGE MANHOLE
  - PALM TREE
  - PHONE RISER
  - POWER POLE
  - SIGN
  - TRAFFIC SIGNAL BOX
  - TREE
  - WATER METER
  - WATER SPOUT
  - WATER VALVE

- LEGEND - PROPOSED
- TOP OF PAVEMENT
  - EDGE OF PAVEMENT
  - TOP OF GRATE
  - TOP OF SIDEWALK ELEVATION
  - FINISHED GRADE ELEVATION
  - GRADE BREAK LINE
  - DIRECTION OF FLOW
  - RAMP CONCRETE PAVEMENT

NOTE: COFFERDAM SHALL BE A HYDRAULIC COFFERDAM, OR APPROVED EQUAL BY ENGINEER.

- NOTES:
- HYDRAULIC COFFERDAM SHALL BE INSTALLED PRIOR TO ANY WORK.
  - PROPOSED CONCRETE PAVEMENT AREA TO BE POURED AND CURED PRIOR TO OTHER PROPOSED AREAS OF IMPROVEMENT.



13-6

NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

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Project No. 1610493

Drawn: 1610493-PROPOSED SITE PLAN

Date: 8/3/2018

LAYOUT	VM	8/3/2018
DRAWN	VM	8/3/2018
REVIEWED	PMF	8/3/2018

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PROPOSED SITE PLAN

PALM STREET BOAT RAMP  
CITY OF SOUTH PADRE ISLAND, TEXAS

**STORM WATER POLLUTION PREVENTION PLAN AND DETAILS**

**EROSION CONTROLS**

The Contractor shall utilize sediment control fences as soon as construction begins. The sediment control fences shall be installed around the perimeter of the project site, along open drainage ditches and the existing shorelines.

The Contractor shall control dust blowing and movement on construction sites and roads to prevent loss of soil surface, to reduce onsite and offsite damage, to prevent health hazards, and to improve traffic safety. The Contractor shall implement dust control measures immediately whenever dust can be observed blowing on the project site. One or more of the following methods shall be utilized by the Contractor for controlling dust: 1) Mulches bound with chemical binders such as Durabond, Terralock, or approved equal; 2) Temporary vegetative cover; 3) Spray-on adhesives on mineral soils when not used by traffic; 4) Irrigation by water sprinkling; 5) Barriers using solid board fences, snow fences, burlap fences, straw walls, bases of hay, or similar materials.

The Contractor shall be responsible for cleaning up any lubricating oils or waste that may result from the use of this equipment, and inspect areas where equipment has been left overnight for spilled oils or waste materials. Spills and waste material handling is discussed further in Construction Chemicals and Spills Section.

**WASHING AREAS**

The Contractor shall not wash vehicles such as ready mix concrete or dump trucks and other construction equipment at locations where the runoff will flow directly into a watercourse or storm conveyance system. Special areas shall be designated for washing vehicles. These areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Wash areas shall have gravel or crushed stone bases to minimize mud generation.

**MAINTENANCE AND INSPECTION**

The Contractor will maintain erosion control devices on site and maintain structure erosion control practices. This includes cleaning out sediments collected by silt fencing when 50% of the device capacity is exceeded, or when designated by the owners inspector. The Contractor will clean paved surfaces that have been covered by runoff at the earliest date possible after rainfall events. In addition, erosion control devices should be repaired no later than seven (7) calendar days after becoming exposed ground not sufficiently eroded. Areas adjacent to streams and drainage ditches have priority.

The site shall be inspected by the owner's inspector every 14 days or before anticipated weather events. Areas that should be inspected include disturbed areas, areas used for storing materials, structural controls, areas where vehicles enter and exit sites, and areas that have been temporarily stabilized. The inspector should evaluate the condition and proper function of erosion control devices, identify maintenance requirements and identify any additional corrective measures needed. A summary report of the inspection should then be completed. This report should contain the names of the personnel conducting the inspection, the dates of the inspection and any problems or incidences of non-compliance. If necessary, the Pollution Prevention Plan should be augmented to include any recommendations made in the inspection report.

**EQUIPMENT MAINTENANCE AND REPAIR**

The Contractor shall conduct maintenance and repair of construction machinery and equipment to confined areas specifically designated for that purpose. Such designated areas should be located and designed so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. The Contractor shall provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Maintenance areas should be inspected into cleaned daily.

At locations throughout the site where designated equipment maintenance areas are not feasible, the Contractor shall take care during each individual repair or maintenance operation to prevent potential pollutants from becoming available to be washed into streams or storm sewer conveyance systems. Temporary waste disposal receptacles shall be provided by the Contractor as necessary.

The Contractor shall be responsible for monitoring all onsite vehicles and equipment for leaks and perform regular preventative maintenance to reduce the chance of leakage. Petroleum products shall be stored in tightly sealed containers which are clearly labeled.

**WASTE COLLECTION AND DISPOSAL**

The Contractor shall not discharge solid materials, including building materials, into waters of the U.S. including any drainage area, streams, water bodies, or bays. The Contractor shall formulate a plan for the collection and disposal of waste materials on the construction site. This plan shall designate locations for trash and waste receptacles and establish a special collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Special provisions shall be made for the collection disposal of liquid wastes and toxic or hazardous materials. The Contractor shall keep receptacles and other waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate for excessively long periods of time. Trash collection points shall be located where they will least likely be affected by concentrated storm water runoff.

**CONSTRUCTION CHEMICALS AND SPILLS**

The Contractor shall locate sites where chemicals, cements, solvents, paints or other potential water pollutants are stored to areas where they will not cause runoff pollution.

The Contractor shall store toxic and/or other hazardous chemicals and materials, such as pesticides, paints, and acids, in accordance with manufacturers' guidelines. The Contractor shall protect groundwater resources from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic and/or hazardous liquids are to be opened and stored.

The Contractor shall use and store pesticides used during construction in accordance with manufacturer's guidelines and with local, state and federal regulations. Overuse shall be avoided and great care shall be taken to prevent accidental spillage. Pesticide containers shall never be washed in or near flowing streams or storm water conveyance systems.

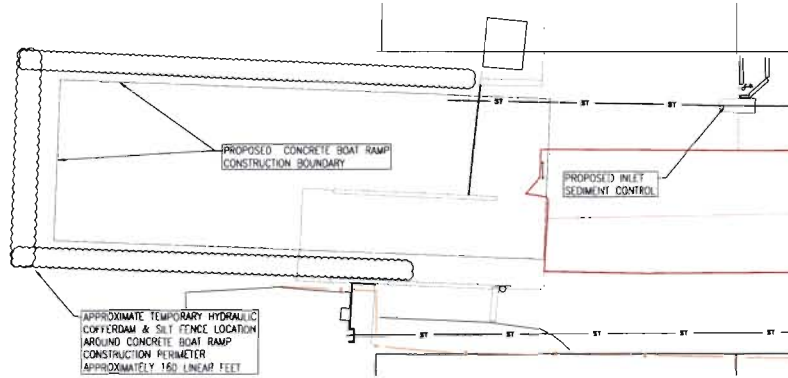
Immediately after discovery, the Contractor shall clean and treat spills of toxic and/or hazardous substances in accordance with local, state, and federal regulations.

The Contractor will clearly post on-site, the manufacturer's recommended methods for spill cleanup and Contractor's personnel will be made aware of the procedure and the location of the information and cleanup supplies. Any spills should be immediately contained to avoid spill runoff to drainage areas, streams, or water bodies, or excavation and construction areas. All spills should be immediately reported to the project owner or owner representative.

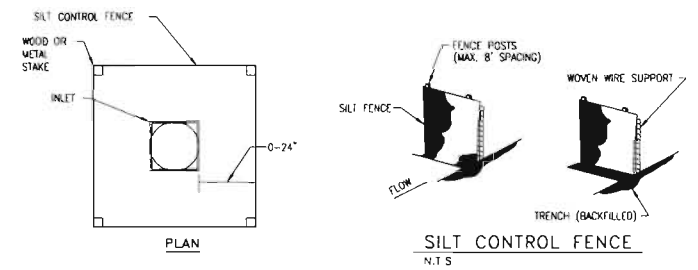
The Contractor shall keep materials and equipment necessary for spill cleanup in the materials storage area onsite. Equipment and materials shall include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand sawdust, and plastic and metal trash containers specifically for this purpose.

**SANITARY FACILITIES**

The Contractor shall provide the construction site with adequate sanitary facilities for workers in accordance with applicable health regulations.



APPROXIMATE TEMPORARY HYDRAULIC COPPERDAM & SILT FENCE LOCATION AROUND CONCRETE BOAT RAMP CONSTRUCTION PERIMETER APPROXIMATELY 150 LINEAR FEET



**NOTES**

1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
2. THE TIE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 3-4 FEET WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
5. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPILLS SITE OR AS IN NO. 7 ABOVE.

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Project No.	1610493
Drawings	EROSION CONTROL PLAN
Date	8/23/2018
LAYOUT	VM 8/23/2018
DRAWN	VM 8/23/2018
REVIEWED	PMP 8/23/2018



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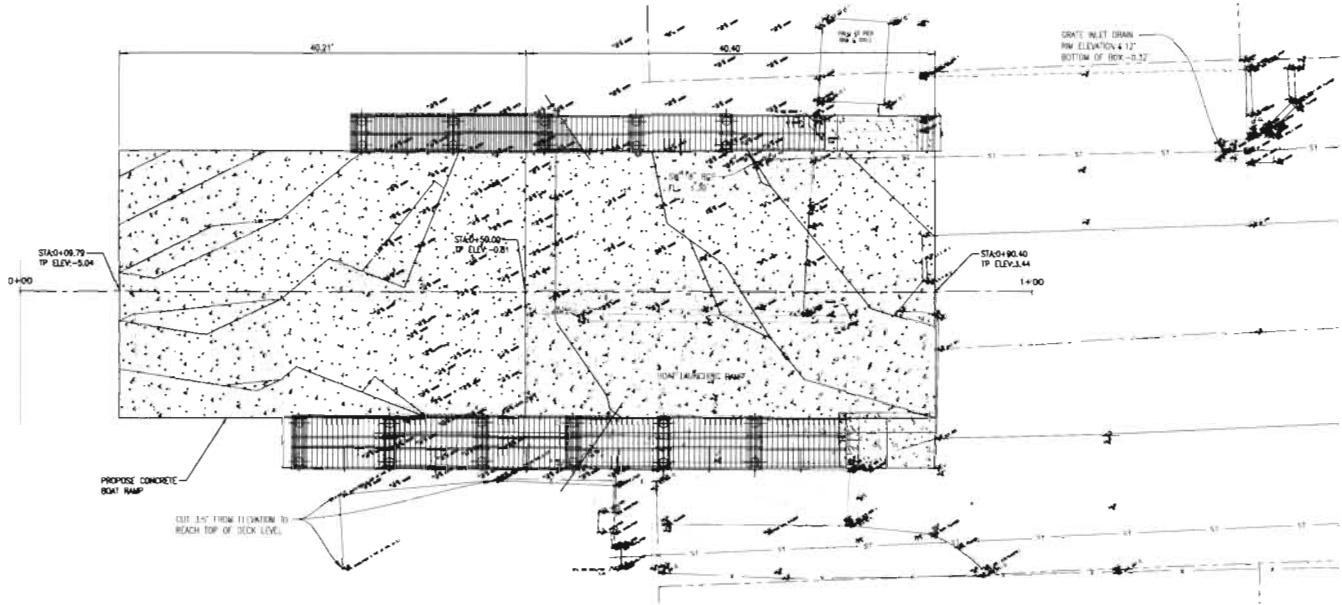
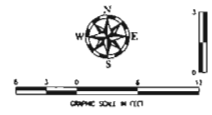
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EROSION CONTROL PLAN

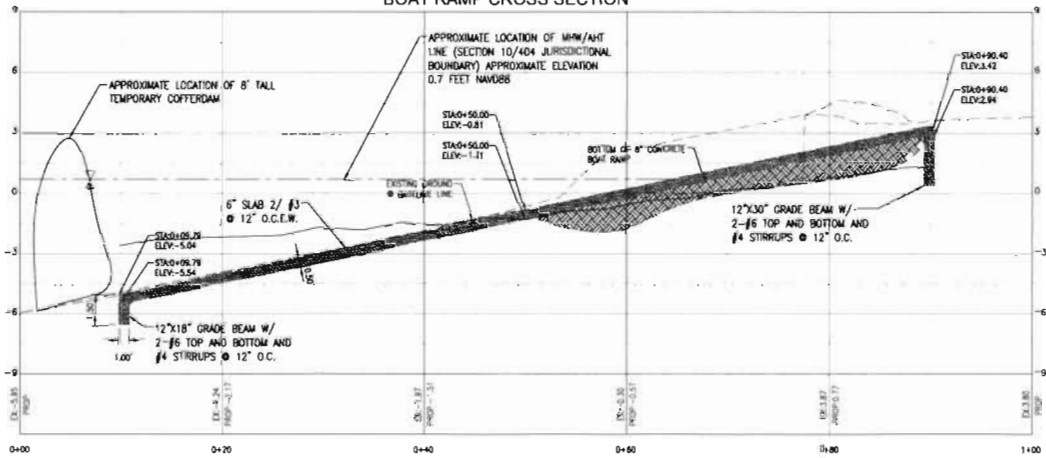
PALM STREET BOAT RAMP  
 CITY OF SOUTH PADRE ISLAND, TEXAS

13-7





BOAT RAMP CROSS SECTION



Cut/Fill Summary

Name	Qty	Factor	Fill	Factor	2d Area	Cut	Fill	net
Prop to Sw Tin Vol	1,000		0.267	0.8	Sq. Ft.	42.14	Sq. Yd.	15.58
Prop to Sw Grid Vol	1,000		1,000		Sq. Ft.	39.22	Sq. Yd.	9.71
						AVG. 40.73	CY	AVG. 10.15
								CY

13-9

NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

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DATE	8/1/2018
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APPROVED	[Signature]



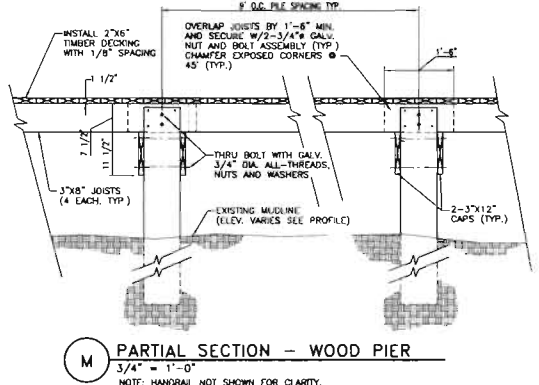
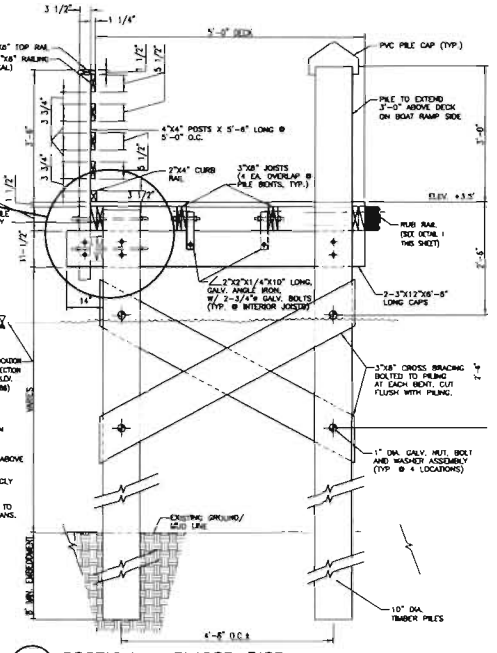
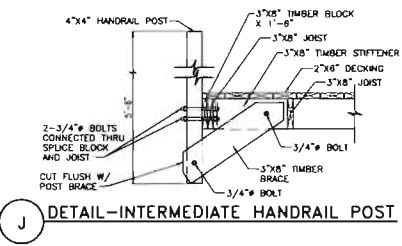
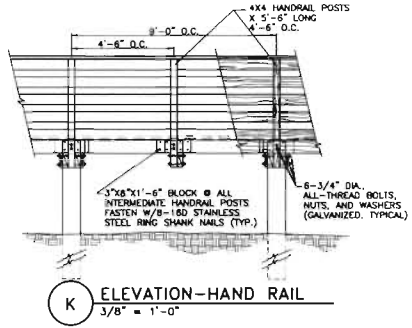
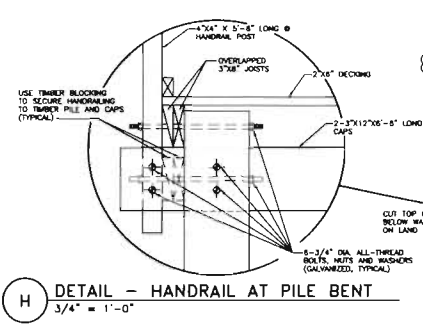
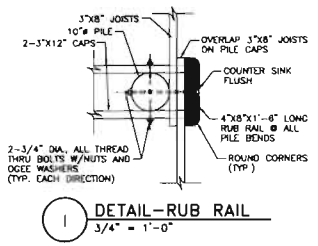
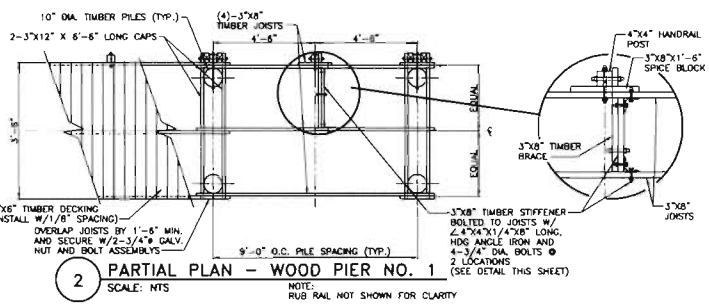
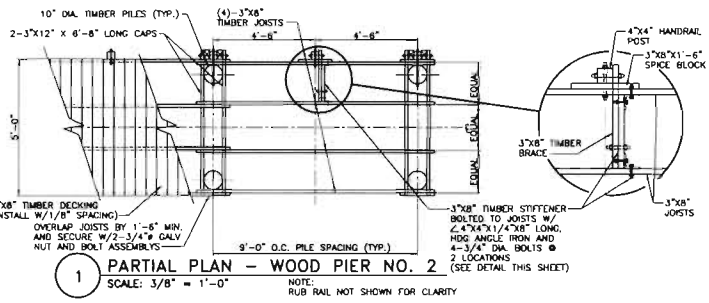
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BOAT RAMP CROSS-SECTION  
  
PALM STREET BOAT RAMP  
CITY OF SOUTH PADRE ISLAND, TEXAS

13-10

APR 28, 2018 2:40 PM W:\00000007  
 1\1\00000000\PROJECTS\00000000\00000000\WOOD PIER WORKING



- NOTE: 1. HANDRAIL TO BE INSTALLED ON LAND SIDE ONLY.
- 2. PIER SHALL HAVE PILE ON WATER SIDE EXTENDED 3'-0" ABOVE DECK.
- 3. ADJUST DIMENSIONS ACCORDINGLY FOR PIER NO. 1.
- 4. CROSS BRACING SHALL APPLY TO ONLY THE DEEPEST 3 PIER SPANS.

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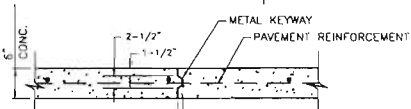
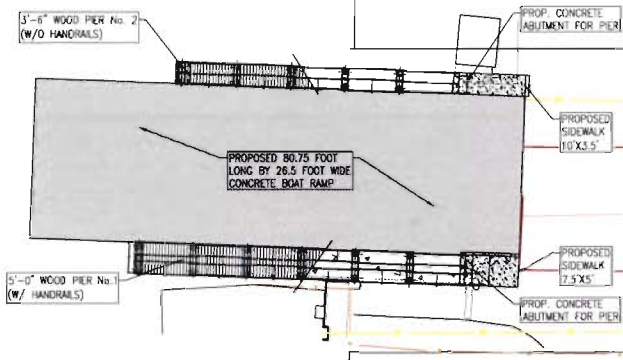
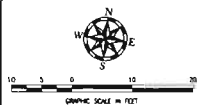
PROJECT No.	1610493
CLIENT	160493-WOOD PIER NEW
DATE	8/27/2018
LAYOUT	VM 8/27/2018
DRAWN	VM 8/27/2018
REVIEWED	PMP 8/27/2018



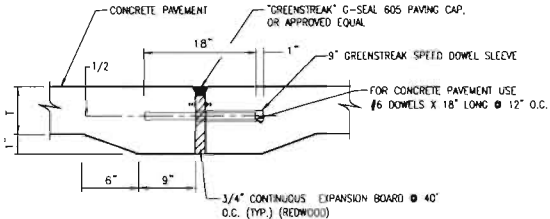
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**WOOD PIER & DETAILS**  
 PALM STREET BOAT RAMP  
 CITY OF SOUTH PADRE ISLAND, TEXAS





**CONSTRUCTION JOINT**  
SCALE: N.T.S.

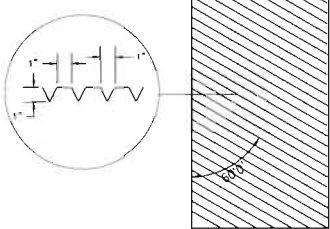


NOTE:  
1. PLACE EXPANSION JOINT EVERY 40' (TYP.) IN EACH DIRECTION, UNLESS INDICATED OTHERWISE ON THE PLAN SHEET.

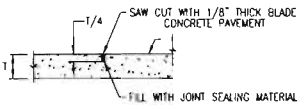
**CONCRETE PAVEMENT EXPANSION JOINT**  
N.T.S.

**CONSTRUCTION NOTES:**

1. THE CONTRACTOR, AT HIS EXPENSE, SHALL COLLECT SAMPLES OF SUBGRADE AND PROPOSED BASE MATERIALS, AND SUBMIT TO A GEOTECHNICAL TESTING LABORATORY FOR ESTABLISHMENT OF AN OPTIMUM SOIL MOISTURE AND DENSITY PROCTOR, AS CALLED FOR IN THE PLANS. COPIES OF THESE REPORTS SHALL BE PROVIDED TO THE ENGINEER IN ADVANCE OF CONTRACTOR PERFORMING THIS WORK TO ENABLE REVIEW AND FIELD VERIFICATION.
2. THE CONTRACTOR SHALL COORDINATE WITH THE SAME GEOTECHNICAL FIRM NOTED ABOVE TO HAVE THEM VERIFY FIELD DENSITY AND MOISTURE PER THE ESTABLISHED PROCTOR. IF ACCEPTABLE FIELD TESTS ARE INDICATED, FORMWORK AND REINFORCING STEEL SHALL IMMEDIATELY BE PLACED IN THE PROPOSED PAVEMENT AREA, AND CONCRETE SHALL BE READY TO POUR WITHIN FORTY-EIGHT (48) HOURS.
3. IF THE ENGINEER DETERMINES THAT SIGNIFICANT WEATHER CONDITION FLUCTUATIONS (I.E. EXCESS RAINFALL, EXCESS TEMPERATURE CHANGE, ETC.) HAVE OCCURRED WITHIN 48 HOURS OF THE TIME THE FIELD MEASUREMENTS FOR DENSITY AND MOISTURE WERE RECORDED, RE-TESTING OF THESE FIELD MEASUREMENTS SHALL OCCUR AT THE OWNER'S EXPENSE.
4. IF THE 48 HOUR TIME PERIOD HAS BEEN EXCEEDED AT NO FAULT OF THE OWNER AND/OR WEATHER CONDITION FLUCTUATIONS, THE FIELD MEASUREMENTS FOR DENSITY AND MOISTURE SHALL BE RE-TESTED AT THE EXPENSE OF THE CONTRACTOR.
5. AS INDICATED IN THE PROJECT SPECIFICATIONS, CONTRACTOR SHALL MAINTAIN, AT ALL TIMES, ADEQUATE CONSTRUCTION FENCING AND BARRICADES AROUND THE ENTIRE WORK AREA, TO PREVENT PUBLIC ACCESS TO THE CONSTRUCTION AREA, PARTICULARLY HAZAROUS INCLUDING TRIPPING AND FALLING.
6. THE CONTRACTOR SHALL POUR AT MINIMUM OF 50 CY OF CONCRETE AT A TIME (OR LESS IF AN ENTIRE CAMPUS SITE IS LESS THAN THIS VOLUME) IN ORDER TO EXPEDITE THE PROJECT'S COMPLETION. FOR SITES THAT HAVE POUR VOLUMES GREATER THAN 50 CY, CONTRACTOR WILL NOT BE ALLOWED TO POUR LESS THAN THIS VOLUME, UNLESS PREAPPROVED BY THE PROJECT ENGINEER AND/OR THE DISTRICT.
7. EXPANSION JOINTS (GREENSTREAK G SEAL CAP #10 OR #20) SHALL BE PLACED AT A MAXIMUM SPACING OF 40 FEET ON ALL VERTICAL AND HORIZONTAL CONCRETE (I.E. FLATWORK AND CURBS). CONTROL JOINTS SHALL BE PLACED AT A MAXIMUM SPACING OF 15 FEET (PREFERRED SPACING IS 10 FEET) USING THE FOLLOWING GUIDE: 1/2 INCH TOOL DEPTH PER CONCRETE THICKNESS (I.E. 3/4 INCH CONCRETE NEEDS A TOOL DEPTH OF 1.25 INCH).
8. NEW CONCRETE SHALL BE DOWELED INTO EXISTING CONCRETE, UTILIZING AN EPOXY ADHESIVE ANCHOR (HILTI NO. HIT RE 500, OR ENGINEER APPROVED EQUAL). FOR EXISTING STANDARD CURBS, UTILIZE NO. 4 BARS AT 18 INCHES ON CENTER WITH A MINIMUM EMBEDMENT LENGTH OF 4 INCHES INTO THE BOTTOM OF THE CURB, AND FOR EXISTING 4 INCH SIDEWALKS, UTILIZE A NO. 3 BAR AT A MINIMUM OF 14 INCHES ON CENTER WITH A MINIMUM EMBEDMENT LENGTH OF 6 INCHES. IN ALL INSTALLATIONS, MAKE SURE THE DRILL IS HORIZONTAL TO ENSURE PROPER DOWEL INSTALLATION, FUNCTION AND NO PROTRUDING DOWELS THROUGH EXISTING CONCRETE.
9. AS INDICATED HEREIN AND IN THE SPECIFICATIONS, THE OWNER WILL BE RESPONSIBLE FOR THE COSTS OF FIELD MOISTURE AND DENSITY TESTS ON SUBGRADE AND BASE MATERIALS, CONCRETE CYLINDER TESTS, AND OTHER REQUIRED RE-TESTS, THAT THE ENGINEER DETERMINES IS BEYOND CONTRACTOR'S CONTROL, THAT ARE NECESSARY TO ENSURE COMPLIANCE WITH PROJECT SPECIFICATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF OPTIMUM SOIL MOISTURE AND DENSITY PROCTORS OF SUBGRADE AND BASE MATERIALS, AND ANY RE-TESTS REQUIRED DUE TO INITIAL AND/OR SUBSEQUENT GEOTECHNICAL TESTS INDICATING NON-COMPLIANCE WITH THE PROJECT SPECIFICATIONS.
11. THE CONTRACTOR IS TO UNDERSTAND THAT THE SUBSTANTIAL COMPLETION DEADLINE IMPLIES THAT THE PAVING SURFACE HAS ACHIEVED DESIGN STRENGTH AS DETERMINED BY GEOTECHNICAL TESTING FIRMS CONCRETE CYLINDER BREAK REPORTS, AND THE SURFACE IS READY FOR USE. THIS DEADLINE ALSO MEANS THAT THE CONTRACTOR HAS COMPLETED ANY PUNCHLIST ITEMS THAT WERE ISSUED BY THE ENGINEER AND/OR THE DISTRICT. THE CONTRACTOR IS TO PLAN HIS WORK ACCORDINGLY TO MEET THIS DEADLINE.
12. AS NECESSARY, THE CONTRACTOR SHALL REPAINT ALL CURBS AND PARKING SPACE LABELS THAT ARE IN THE CONSTRUCTION AREA.

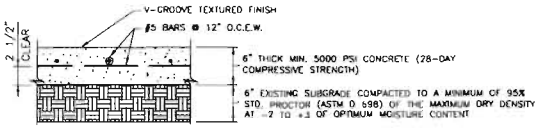


**V-GROOVE CONCRETE FINISH DETAIL**  
N.T.S.

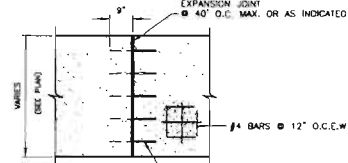


NOTE:  
1. 1ST SAW-CUT SHALL BE WITHIN 12 HRS. AFTER CONCRETE PLACEMENT  
2. 2ND SAW-CUT SHALL PROVIDE NECESSARY SHAPE FACTOR FOR JOINT SEALING MATERIAL (CLASS 5 SEALANT DOW CORNING 890-SL SELF-LEVELLING SILICONE JOINT SEAL OR APPROVED EQUAL.)  
3. PLACE CONTROL JOINT EVERY 10' (TYP.) IN EACH DIRECTION, UNLESS INDICATED OTHERWISE ON THE PLAN SHEET.

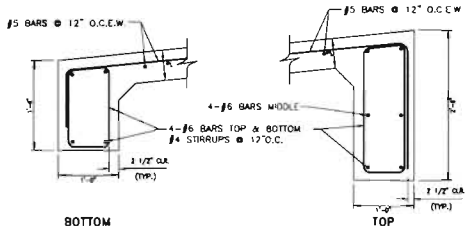
**CONCRETE PAVEMENT CONTROL JOINT DETAIL**  
N.T.S.



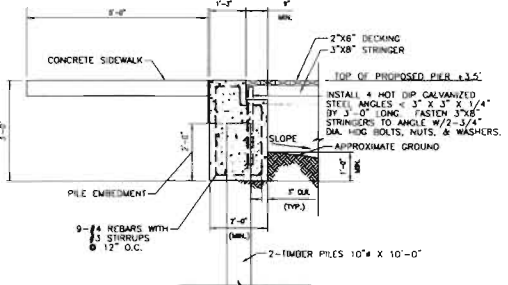
**BOAT RAMP CONCRETE PAVEMENT**  
N.T.S.



**4" CONCRETE SIDEWALK PLAN**  
N.T.S.



**SECTIONS-CONCRETE RAMP GRADE BEAMS**  
N.T.S.



**SECTION-CONCRETE ABUTMENT FOR FIXED PIER**  
N.T.S.

NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

FOR INTERIM REVIEW  
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF:  
Name: **DALE W. HANSON, P.E.**  
Title: **PROJECT MANAGER**  
Date: **6/28/2018**  
and is not to be used for any other purpose.



Project No.	16L0493
Revision	160493-MISC. DETAILS
Date	6/28/2018
LAYOUT	VM 8/28/2018
DRAWN	VM 8/28/2018
REVIEWED	PMP 8/28/2018



YBPE F-417  
TBPLS F-10038500  
TBPO F-50958  
TBAE F-8R 2458  
Phone: (361) 814-9900  
(800) 877-2831  
www.hanson-inc.com  
Offices Nationwide

**MISCELLANEOUS DETAILS**  
**PALM STREET BOAT RAMP**  
**CITY OF SOUTH PADRE ISLAND, TEXAS**

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Kristina Boburka, Shoreline Director

**DEPARTMENT:** Shoreline Department

**ITEM**

Discussion and action to proceed or make changes to the proposed Sunset Beach Access.

**ITEM BACKGROUND**

Improvement of the Sunset Beach Access walkover was initiated by City Council back in 2017 and a contract was executed with Hanson. The improvements at Sunset Beach Access have been halted for some time due to backlash on the project. The project did not get past preliminary plans.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

Chapter III. Parks and Resources

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

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

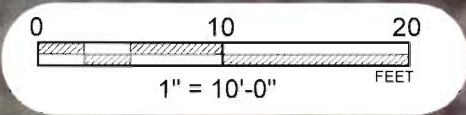
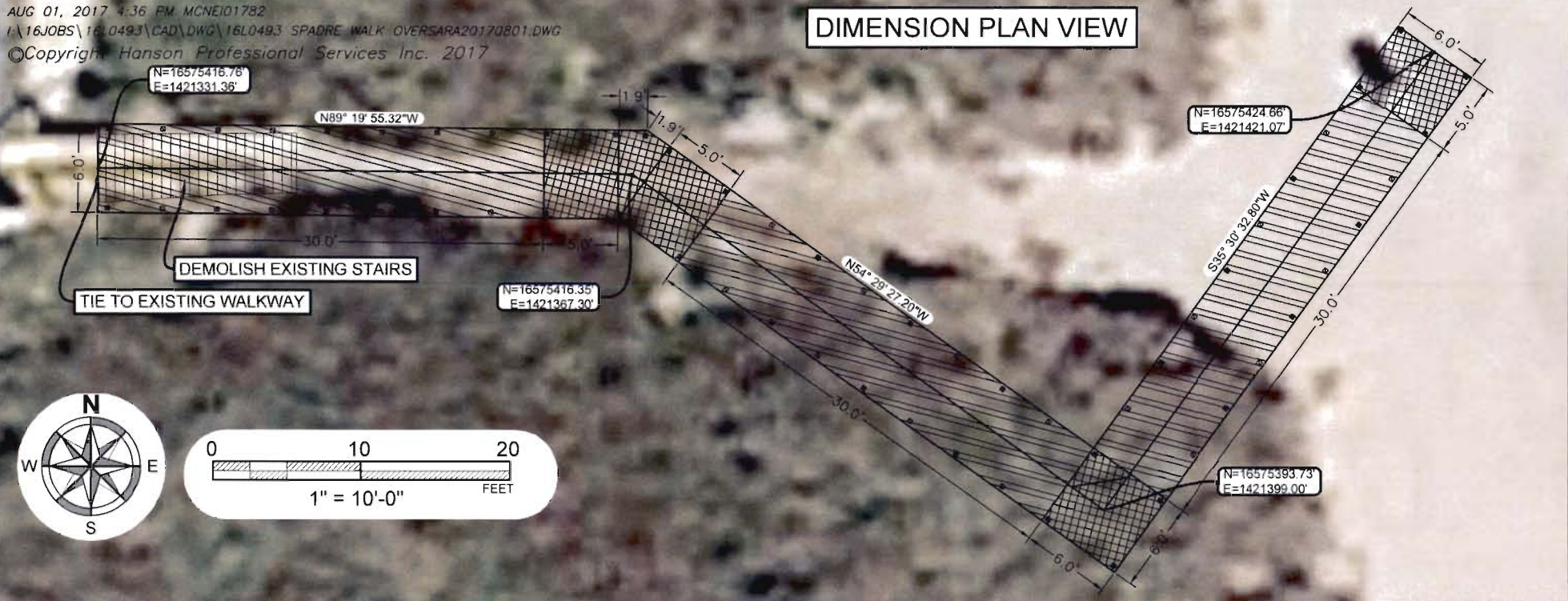
**LEGAL REVIEW**

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

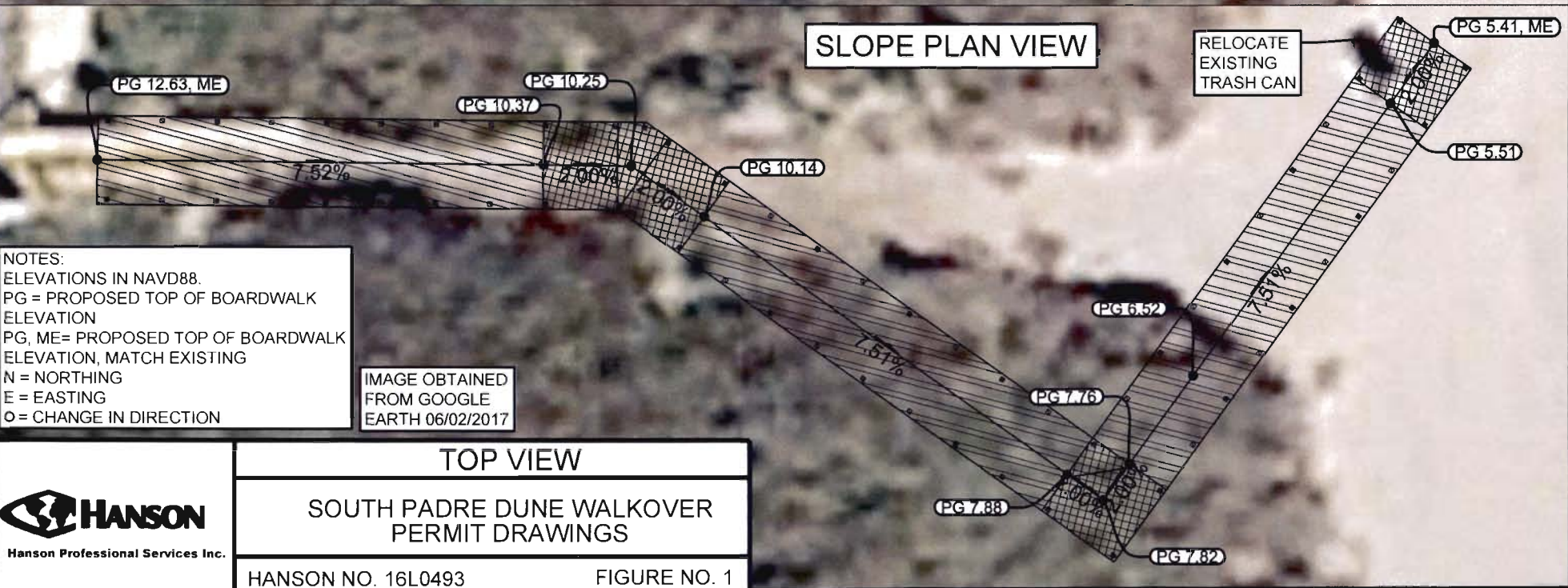
**RECOMMENDATIONS/COMMENTS**

Staff supports.

**DIMENSION PLAN VIEW**



**SLOPE PLAN VIEW**



NOTES:  
 ELEVATIONS IN NAVD88.  
 PG = PROPOSED TOP OF BOARDWALK ELEVATION  
 PG, ME= PROPOSED TOP OF BOARDWALK ELEVATION, MATCH EXISTING  
 N = NORTHING  
 E = EASTING  
 O = CHANGE IN DIRECTION

IMAGE OBTAINED FROM GOOGLE EARTH 06/02/2017

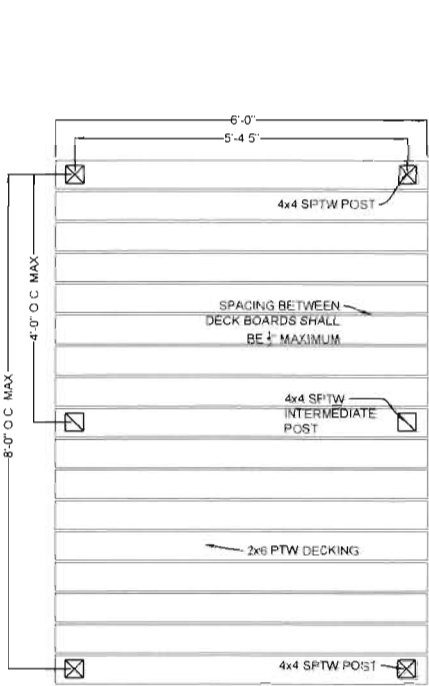
**TOP VIEW**

**SOUTH PADRE DUNE WALKOVER PERMIT DRAWINGS**

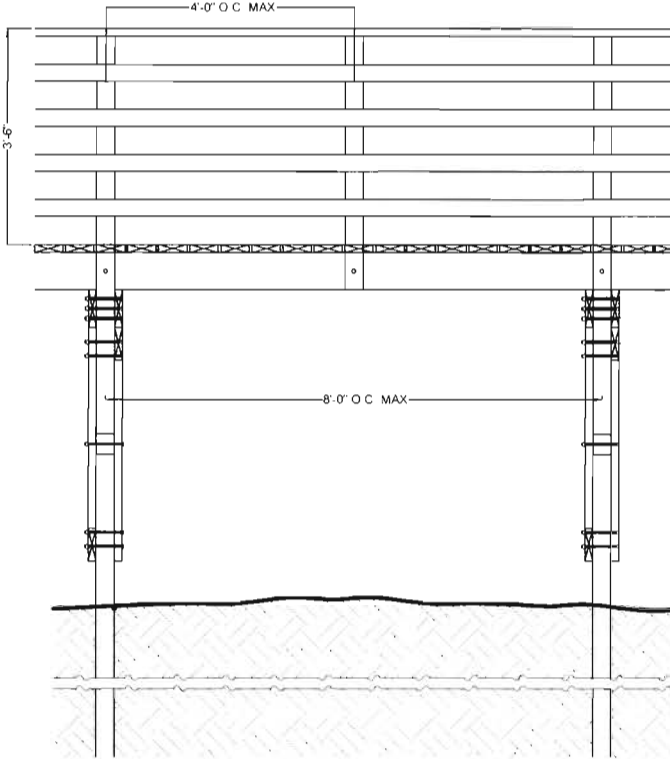


Hanson Professional Services Inc.

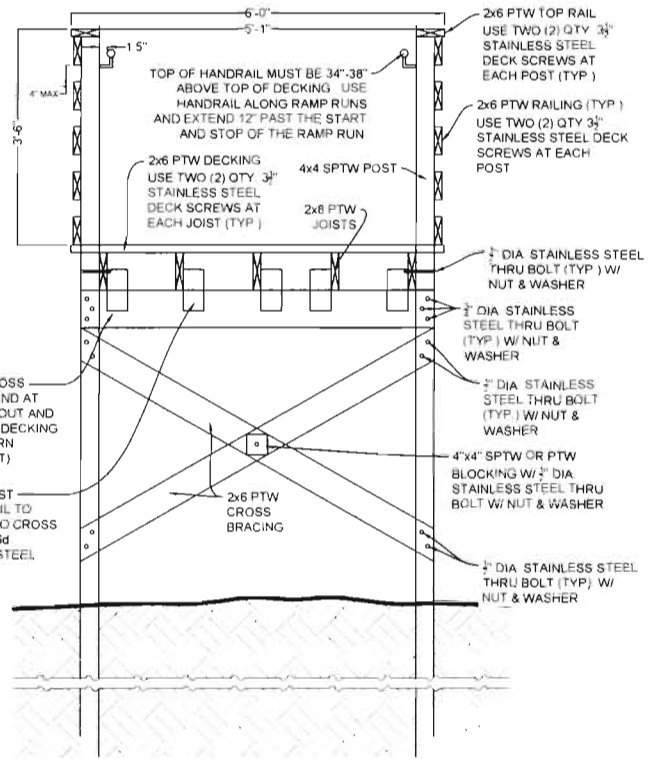
e-71



**PLAN VIEW**  
1" = 3"



**SIDE VIEW**  
1" = 3"



**END VIEW**  
1" = 3"

**DUNE WALKOVER DETAIL  
GENERAL NOTES**

- SHALL BE CONSTRUCTED USING THE CURRENT STANDARDS SET BY THE TEXAS GENERAL LAND OFFICE (TxGLO).
- THE CONTRACTOR SHALL CONSTRUCT THIS PROJECT IN A MANNER TO MINIMIZE DISTURBANCE OF NATIVE VEGETATION.
- ALL WOOD MATERIALS SHALL BE PRESSURE TREATED PINE OR APPROVED OTHER
- DEPTH OF POSTS SHALL BE AS FOLLOWS:

DECK HEIGHT ABOVE GRADE	3'	4'	6'	8'	10'	12'	CROSS BRACE
0' - 2'		X					EVERY POST SET
2' - 4'		X					EVERY POST SET
4' - 6'			X				EVERY POST SET
6' - 8'				X			EVERY POST SET
8' - 10'					X		EVERY POST SET
10' - 12'						X	EVERY POST SET
12'+							CONTACT ENGINEER

- ALL BOLTS, NUTS, AND WASHERS (REQ. EACH SIDE OF THRU BOLTS) SHALL BE GALVANIZED STEEL OR STAINLESS STEEL
- ALL SCREWS SHALL BE COATED TO RESIST CORROSION
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED BUILDING PERMITS PRIOR TO COMMENCING CONSTRUCTION

PTW = PRESSURE TREATED WOOD

NOTE - STEEL PRODUCTS FOR THIS PROJECT MUST BE STAINLESS STEEL CONFORMING TO ASTM A167

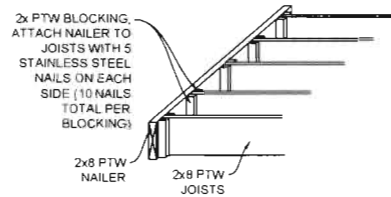
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS



**STRUCTURAL DETAILS**

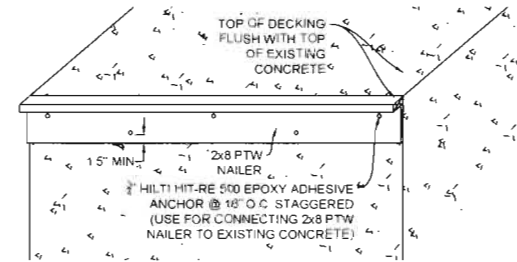
**SOUTH PADRE DUNE WALKOVER  
PERMIT DRAWINGS**

HANSON NO. 16L0493 FIGURE NO. 2



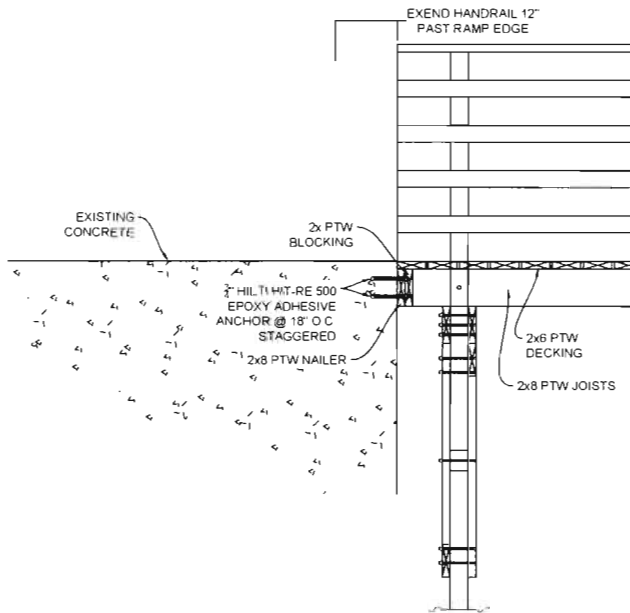
**CONNECTION OF JOISTS TO NAILER**

1" = 3"



**CONNECTION OF NAILER TO CONCRETE**

1" = 3"



**CONNECTION OF BOARDWALK TO CONCRETE**

1" = 3"

14-4



Hanson Professional Services Inc.

**CONCRETE CONNECTION DETAILS**

**SOUTH PADRE DUNE WALKOVER  
 PERMIT DRAWINGS**

HANSON NO. 16L0493

FIGURE NO. 3

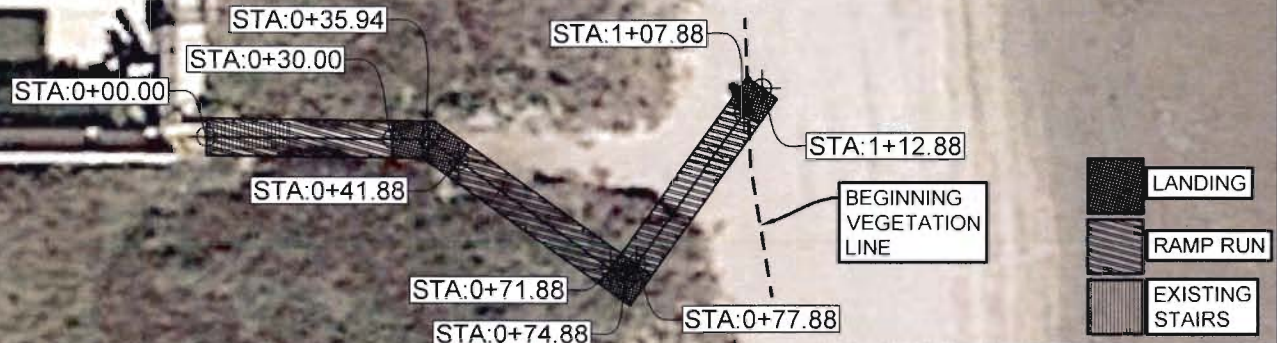
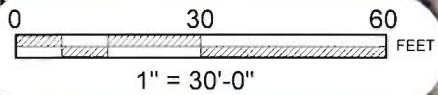
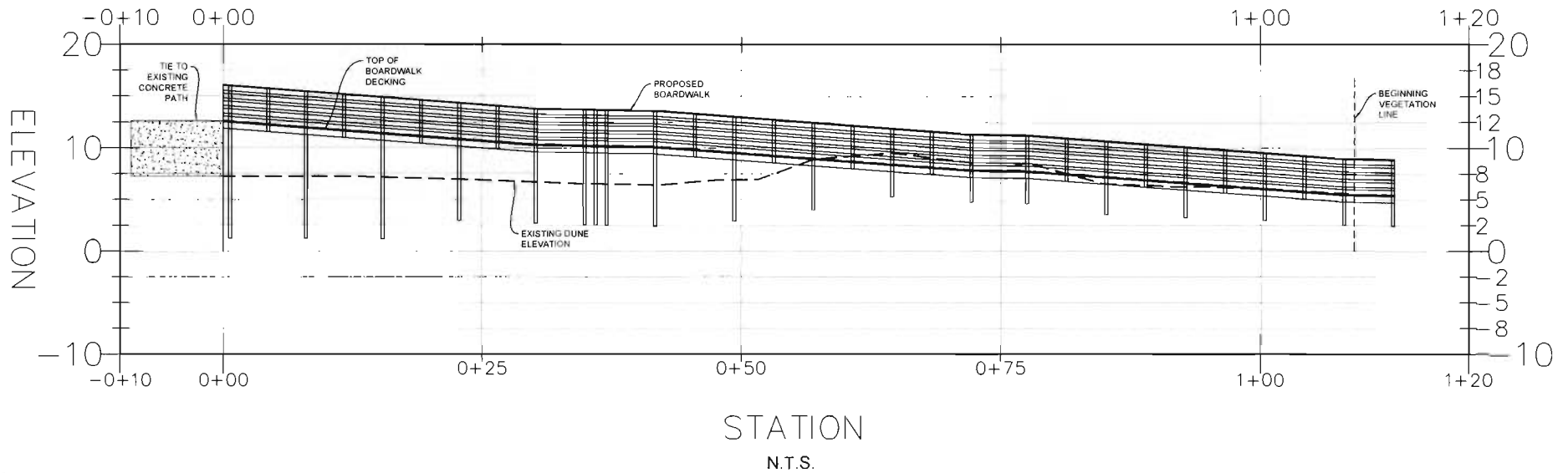


IMAGE OBTAINED FROM GOOGLE EARTH  
 06/02/2017

# BOARDWALK PROFILE



14-5

<p><b>HANSON</b>                  Hanson Professional Services Inc.</p>	<b>ELEVATION PROFILE</b>	
	SOUTH PADRE DUNE WALKOVER PERMIT DRAWINGS	
	HANSON NO. 16L0493	FIGURE NO. 4

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

**MEETING DATE:** August 7, 2019

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

**DEPARTMENT:** Environmental Health Services

**ITEM**

Update and discussion regarding utility easements

**ITEM BACKGROUND**

Properties are required to be mowed and cleared of trash/debris on a regular basis, including the utility easements. There is a misconception that utility easements are taken care of by the City and are sometimes overlooked by property owners.

Code Enforcement Officers conducted several utility easement surveys in an effort to avoid the potential health problems arising from a possible rodent population that may reside in overgrown grass and invasive Brazilian Pepper Trees. In addition, this is extremely important as a preventative measure against mosquitoes, which are known disease carriers.

This proved to be very positive to the esthetics of the Island.

**BUDGET/FINANCIAL SUMMARY**

No budget impact.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

This will be an ongoing process implemented into existing staff workload.

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

**MEETING DATE:** August 7, 2019

***PUBLIC HEARING:***

**ITEM**

Conduct Public Hearing to discuss the *proposed 2019/2020 property tax rate for the City of South Padre Island.*

**ITEM BACKGROUND**

A tax rate of \$0.315640 per \$100 valuation has been proposed for adoption by the governing body of the City of South Padre Island. This rate is the same as this current fiscal year, however, exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

**RECOMMENDATIONS/COMMENTS**

1. The Mayor opens the Public Hearing by reading the caption from the City Council's agenda.
2. The Mayor asks if anyone is present to speak in favor of the *proposed 2019/2020 property tax rate for the City of South Padre Island.*
3. Once everyone in favor has spoken, the Mayor asks if anyone is present to speak in opposition to the *proposed 2019/2020 property tax rate for the City of South Padre Island.*
4. Once everyone in opposition has had an opportunity to speak, the Mayor will then close the Public Hearing.

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



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

**MEETING DATE:** August 7, 2019

**PUBLIC HEARING:**

**ITEM**

Conduct Public Hearing regarding the 2019/2020 – 2023/2024 Capital Improvement Plan (CIP).

**ITEM BACKGROUND**

Section 5.09 of the charter requires that the City Manager annually prepare and submit to the City Council a five year capital program (Capital Improvement Plan).

Section 5.09 further requires that the capital program (Capital Improvement Plan) include:

1. A clear general summary of its contents.
2. Identification of the long-term goals of the community as stated in the City's Comprehensive Plan.
3. A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the fiscal years next ensuing, with appropriate supporting information as to the necessity for each.
4. Cost estimates and recommended time schedules for each improvement or other capital expenditure.
5. Method of financing upon which each capital expenditure is to be reliant.
6. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.
7. A commentary on how the plan addresses the sustainability of the community and the region of which it is a part.
8. Methods to measure outcomes and performance of the capital plan related to the long-term goals of the community.

The Capital Improvement Plan must be submitted no later than the time of submission of the operating budget for the ensuing fiscal year which is on or before sixty days prior to the beginning of each fiscal year (Home Rule Charter - Section 5.02). (July 30<sup>th</sup>, 2019)

**Home Rule Charter - Section 5.10 requires that the City Council provide for a public hearing (August 7<sup>th</sup>, 2019) on the Capital Improvement Plan and shall give notice by publishing the general summary of the capital program and a notice stating:**

1. The times and places where copies of the capital program are available for inspection by the public.
2. The time and place, not less than two weeks after such publication, for a public hearing on the capital program (Capital Improvement Plan).

The City Council by resolution shall adopt the capital program with or without amendment after the public hearing and at the same time it adopts the ensuing fiscal year budget.

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

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

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

	A	B	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
1	<b>2019/20-2023/2024 CAPITAL IMPROVEMENTS PLAN</b>																
2	<b>SUMMARY</b>																
3	<b>Project:</b>	<b>Cost:</b>	<b>New Rank</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24</b>	<b>26/25</b>	<b>25/26</b>	<b>26/27</b>	<b>27/28</b>	<b>28/29</b>	<b>29/30</b>	<b>30/31</b>	<b>31/32</b>
4	Amphitheater/Events Center	\$9,000,000	12														
5	Streets (This total does not include Laguna Blvd.)	\$14,593,493	7	\$1,142,984													
6	Laguna Blvd (Applied for BUILD Grant 7/15/2019)	\$5,000,000	2		4,000,000												
7	Potential Local Match				1,000,000												
8	Drainage-PR 100	\$25,000	5	\$61,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
9	Parking Structure	\$2,000,000	17														
10	Medians to CC/Sidewalks/Boardwalks thru Shores	\$6,190,000	3		\$3,000,000	\$3,190,000											
11	Street Lighting	\$195,000	9														
12	Marina	\$893,000	13														
13	Tompkins Channel Extension*	\$750,000	16														
14	Boardwalk on the Bay	\$5,100,000	15														
15	BUDM (Credit Pending)	\$1,700,000	1	\$1,250,000													
16	BUDM cont.			\$450,000													
17	Tompkins Park II	\$1,163,970	8		\$500,000												
18	Match Includes Land & Skatepark Funds				\$663,970												
19	Rip Rap Street Ends	\$10,000	11														
20	Land Purchase and Development for Wind Sports Park	leased	6														
21	RESTORE Act-Boat Ramp and Infrastructure	\$2,042,921	10		\$533,631	\$1,869,290											
22	CMP	\$3,840,000	4	\$221,100	\$353,100	\$353,100	\$353,100	\$254,100	\$254,100	\$231,000							
23	CMP cont. (local match)			\$147,400	\$235,400	\$235,400	\$235,400	\$169,400	\$169,400	\$154,000							
24							\$183,000	\$870,351	\$870,351	\$870,351							
25	Palm Street Boat Ramp	Total Unknown	14	\$22,350													
26	Padre Blvd Sidewalks (Complete)	\$3,452,509	*	\$3,452,509													
27	Multi-Modal (Complete)	\$6,200,000	*	\$4,600,000													
28	Water Tower Park Parking Lot Repairs (Complete)	\$12,882	*	\$12,882													
29	Visitors Center (Complete)	\$103,000	*	\$103,000													
30																	
31	<b>Totals:</b>	<b>\$52,503,384</b>		<b>\$11,463,225</b>	<b>\$10,311,101</b>	<b>\$5,672,790</b>	<b>\$796,500</b>	<b>\$1,318,851</b>	<b>\$1,318,851</b>	<b>\$1,280,351</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>
32																	
33	*Does not include AEP Underground line relocation																
34	*Green font=grant funds																
35																	
36	<b>Debt Issuance:</b>																
37	\$9,085,000	Venue Tax															through 2047
38	\$3,370,000	Padre Tax Notes								2023							
39	\$2,160,000	Gulf Tax Notes								2022							
40	\$3,150,000	Fire Station															2031
41	\$2,565,000	City Hall											2025				

17-3



## CAPITAL IMPROVEMENT PLAN (CIP) 2019/2020 through 2023/2024

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*City of South Padre Island*



# **CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

## **CITY OF SOUTH PADRE ISLAND**

### **GENERAL SUMMARY**

On November 3, 2009, the voters approved a home rule charter for South Padre Island. Section 5.09 of the charter requires that the City Manager annually prepare and submit to the City Council a five-year capital program (Capital Improvement Plan).

Section 5.09 further requires that the capital program (Capital Improvement Plan) include:

1. A clear general summary of its contents.
2. Identification of the long-term goals of the community as stated in the City's Comprehensive Plan.
3. A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the fiscal years next ensuing, with appropriate supporting information as to the necessity for each.
4. Cost estimates and recommended time schedules for each improvement or other capital expenditure.
5. Method of financing upon which each capital expenditure is to be reliant.
6. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.
7. A commentary on how the plan addresses the sustainability of the community and the region of which it is a part.
8. Methods to measure outcomes and performance of the capital plan related to the long-term goals of the community.

The Capital Improvement Plan must be submitted no later than the time of submission of the operating budget for the ensuing fiscal year which is on or before sixty days prior to the beginning of each fiscal year (Home Rule Charter - Section 5.02).

Home Rule Charter - Section 5.10 requires that the City Council provide for a public hearing on the Capital Improvement Plan and shall give notice by publishing the general summary of the capital program and a notice stating:

1. The times and places where copies of the capital program are available for inspection by the public.
2. The time and place, not less than two weeks after such publication, for a public hearing on the capital program (Capital Improvement Plan).

The City Council by resolution shall adopt the capital program with or without amendment after the public hearing and at the same time it adopts the ensuing fiscal year budget.

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# **CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

## **CITY OF SOUTH PADRE ISLAND**

### **CIP Policies and Procedures**

#### **CIP INTRODUCTION**

The City of South Padre Island Capital Improvements Plan (CIP) is a valuable part of the community planning process. The CIP links local infrastructure investments with comprehensive plan goals, land use ordinances and economic development efforts. The CIP bridges the gap between planning and spending, between the visions of the comprehensive plan and the fiscal realities of improving and expanding community facilities. The purpose of the Capital Improvement Plan (CIP) policy is to create a fair and consistent process outlining procedures for proposing, evaluating, and adopting capital projects creating long-term benefits.

#### **GOALS**

##### **Preserving public health, safety and welfare**

Providing the basic services that ensure citizen health and safety is the fundamental responsibility of local government. Programs of regular facility maintenance upgrades and expansion of government services to meet minimum federal, state and local standards are essential to any community. The cumulative effect of deferring major maintenance expenditures and basic improvement of essential services is often an expensive series of stopgap measures that fail to address comprehensive, long-term needs.

##### **Anticipating the demands of growth**

When related to the comprehensive plan, the capital improvements programming process works to anticipate investments in community facilities which are needed to serve or shape the pattern of growth and development.

##### **Supporting economic development**

Communities having sound fiscal health and high-quality facilities and services are attractive to business and potential residents. New corporate investment and reinvestment in a community may be influenced by improvements that enhance the quality of life for the company management and their labor force. Private decisions that bring jobs to an area and new taxes to a community are based not only on availability of water and sewer, but also upon the quality of schools, public safety, recreation opportunities and many other services.

##### **Developing a fair distribution of capital costs**

The CIP process allows for public discussion of the preferred means of distributing capital costs not only over time, but also among users of the facilities to be financed. Some communities prefer to pay for capital costs out of current revenues and absorb a high but single year tax increase. Other communities prefer to establish annual appropriations to capital reserve accounts to save for future projects. Still

## **CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

### **CITY OF SOUTH PADRE ISLAND**

others feel that construction should take place as needed, and be funded by debt, returned by both existing and future users of the facility. In some cases, user fees may be deemed more appropriate than property taxes. Federal or state funds may also be available to help finance specific projects. The CIP process can promote discussion of fairness in fiscal policy.

#### **Avoiding undue tax increases**

Capital improvements planning is a means of avoiding the unpleasant surprise of expensive projects generating large property tax increases. While cost impacts cannot always be precisely determined in advance, the CIP fosters discussion of the distribution of the tax burden of new capital expenditures over time. A corollary benefit of fiscal stability and sound community facility planning can result in an improved bond rating.

#### **DEFINITION**

The CIP is a five-year planning document adopted annually by the City Council to plan for capital improvements related to the City's beach re-nourishment efforts, streets and drainage, parks and recreational amenities, and facilities infrastructure. The Capital Improvement Plan is not to be confused with the Capital Improvement Budget. The Capital Improvement Budget is prepared each year in conjunction with the annual Operating Budget. It generally includes only those projects from the first year of the Capital Improvement Plan funded during the current year.

A capital project is defined as having a minimum cost of \$25,000 resulting in

1. Creation of a new fixed asset.
2. Enhancement to an existing fixed asset.

Typically, the life expectancy of a capital project is 20 years. Examples include construction or expansion of public buildings, the acquisition of land for public use, planning, and engineering costs and street construction.

#### **CIP DEVELOPMENT PROCESS**

The Assistant City Manager, or designee is responsible for coordinating the CIP process each year. Each Department Director will submit projects in a form and timeframe annually established by the Assistant City Manager. The City Council appointed a Capital Improvements Advisory Committee to prioritize and rank projects according to the criteria listed in Project Criteria Section. Citizens may submit capital projects for consideration electronically using the CIP form available on the City's website: [www.myspi.org](http://www.myspi.org). Forms will also be available in a written format in the lobby of City Hall at 4601 Padre Boulevard. Members of the public should forward all materials concerning their submission to the Assistant City Manager to be incorporated into the CIP process.

Departments will include as part of their project proposal:

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

1. A **Project Description** providing an overview and justification of the project. Requests should be made and include estimated linear feet, square feet, or other applicable measurements.
2. In the **Comprehensive Plan Section**, each project submission must illustrate compliance with the Comprehensive Plan by linking the project to a specific goal and/or objective.
3. Under **Fiscal**, possible funding options must be identified including:
  - a. Operating Revenues
  - b. Reserves and/or Debt
  - c. Grants
  - d. Partnerships with Other Organizations
  - e. Dedicated Fees

Expense estimates must be identified in the section for design, site acquisition, construction, and estimated annual maintenance and operating cost impact based on the current estimated cost and values. To help manage cash flows, the financial plan must be complete to ascertain the impact on multiple fiscal years.

4. Proposed **Schedule** for design, bid, and construction.
5. Estimated **Operating Costs** – The estimated annual cost of operating and maintaining the capital asset.
6. **Sustainability** – Defines how the capital project contributes to the sustainability goals of the City.
7. Identification of **Project Leader**.
8. Complete **Notes** as necessary to explain unique situations and circumstances pertaining to the project.

Additional information may be requested of the project applicant by the Assistant City Manager and/or the members of the CIP Advisory Committee.

**PROJECT CRITERIA**

The evaluation of proposed capital projects will be in accordance with the following criteria. Attachment A provides criteria scorecard used in the evaluation process.

- A. **Public Health and Safety** – Project improving the public health and safety of the community will be rated with highest priority. Projects must demonstrate the benefit provided to the



**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
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community and possible risks from not completing the project. Compliance with state and federal mandates fall under this category.

- B. **Promote Tourism** – Projects enhancing and promoting tourism including but not limited to beach re-nourishment project and the economic support of the convention and hotel industry.
- C. **Recreation and Aesthetics** – Projects promoting recreational and aesthetic improvements opportunities for the City of South Padre Island citizens are considered priority.
- D. **Funding** – Funding availability considerations are included when ranking projects. Grants and funding partnerships are considered first followed by operating revenues, fund balance, and debt.

Fund balance may only be used to fund capital projects if the use of reserves will delay or eliminate a proposed bond issue and sufficient fund balance exists to provide necessary contingency reserves.

Debt may be issued to fund non-continuous capital projects benefitting future citizens only after alternative funding sources are explored.

- E. **Economic Development** – Projects promoting desirable economic development within the City shall be rated highly.
- F. **Service and Operational Impact** – The service category prioritizes projects including promotion of improved service delivery or reduction of increase maintenance costs including rehabilitating aging infrastructure. A cost-benefit analysis shall be done to weigh the impact of project rehabilitation to determine if the project will reduce future ongoing maintenance costs. Performance data will also be analyzed when considering projects related to improved service delivery. Future operation and maintenance expenses will be considered as part of this analysis.
- G. **Strategic Alignment** – Projects will be evaluated to determine alignment with strategic priorities identified by the City Council and with strategic planning documents such as the Comprehensive Plan.
- H. **Sustainability** – Projects designed with environmental impact consideration and creation of the smallest possible ecological footprint and produces the lowest quantity of pollution possible. In an effort to make the City of South Padre Island more sustainable, projects considered environmentally conscious and promote “sustainability thinking” will be awarded additional points through the sustainability criteria.

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
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**CIP AMENDMENT**

Amendments to the CIP effecting the current fiscal year must be recommended by the City Manager and approved by the City Council through a budget amendment. Amendments will be considered according to project scoring criteria as previously identified. Higher priority will be given to projects necessary for the public health and safety, desirable economic development, and funding availability.

**CALENDAR**

DATE	ITEM
April 17, 2019	Capital Improvement Plan forms and instructions posted on the City's website and distributed to city departments and public.
May 24, 2019	Project request forms due from city staff and public.
July 18, 2019	Publish the general summary of the CIP and note the time and places where copies of the CIP are available for inspection.
September 30, 2019	Submission of CIP to City Council.
August 7, 2019	Not less than two weeks after publication, schedule and hold a public meeting on the CIP.
September 18, 2019	The City Council shall by resolution adopt the CIP with or without amendment after the public hearing and at the same time adopting the ensuing fiscal year budget.

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**AMPHITHEATER (VENUE TAX PROJECT)**

Project Description

North of the existing Convention Centre (west side of Padre Boulevard) is an area locally known as “the flats.” This area comprises approximately 72 acres and is used for bay access by kite boarders, windsurfers, kayakers, jet-skiers and other similar personal watercraft users. The Convention and Visitor’s Advisory Board in the past has expressed a desire to create an amphitheater in this area for space-related event viewing, concert venues, local drama presentations (Shakespeare in the Sand), and various outdoor community events. By combining this new venue with the existing Convention Centre, venues requiring indoor and outdoor areas can be accommodated. Estimates from the 2005 C. H. Johnson Consulting study indicated that with the development of this amphitheater, there would be 2,000 seats available in a covered, but open-air setting and another 5,000 more out on the sand in the amphitheater setting. In addition, the City is pursuing enhancing bay access for “silent wind sports” such as kayaking and windsurfing.



The “Flats”

**Comprehensive Plan**

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

**Fiscal**

INCOME AND COST ANALYSIS

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

<b>FUNDING SOURCES</b>	
Venue Tax	\$ unknown at this time
RESTORE Act Funding	\$ unknown at this time
<b>TOTAL FUNDS</b>	\$
<b>ESTIMATED COSTS</b>	
MOU With Carneron County	\$ unknown at this time
Design/FF&E	\$ 0 (unknown at this time)
Construction	\$ 0 (unknown at this time)
Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 0
Capital and Other	\$ 0

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
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TOTAL IMPACTS	\$ 0
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**Financial Plan**

Prior Years	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Design	11 months		
Bid & Negotiation	1 month		
Construction	18 months		

**Project Leader**

<p>Ed Caum, CVB Director</p> <p>City of South Padre Island</p> <p>7355 Padre Blvd, South Padre Island, TX 78597</p> <p>Voice: 956-761-3000, Email: ed@sopadre.com</p>
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**Project Description**

The City's street system consists of approximately 47 lane miles of streets, all improved. With proper maintenance and renewal, streets along South Padre Island's arterials are designed to last 20 years. Neighborhood streets should last 40 years when adequately maintained. Rather than waiting for streets to deteriorate, City crews are extending existing funds by inspecting all streets every two to four years

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

and targeting the right treatment at the right time on the right streets. Preventative maintenance, like crack sealing and various forms of surface treatment, are used to slow the deterioration of streets.



**Street Repair**

The City’s Street Paving & Repair program maintains all curbed and non-curbed hard surface streets within the City limits. To maintain streets, the City:

- Identifies and prioritizes street repair projects.
- Plans street repair or repaving each year, budget permitting.
- Uses cost-effective maintenance techniques.
- Schedules repair work to accommodate construction projects planned by utility companies and other City projects.
- Notifies property owners in advance of road crews.
- Barricade streets 24 and 48 hours before work begins.

Street renovation projects include repaving, improving sidewalks through the City to promote more pedestrian usage, inclusion of curb and gutter, and widening to thirty-two feet from back-of-curb to back-of-curb (“back to back”).

**Comprehensive Plan**

4.Q. Plan in advance for an efficient street network.

4.P. Ensure suitable street infrastructure commensurate with traffic demands and volumes.

4.S. Enhance street right-of-way appearance and contribution to City character.

RANK	STREET NAME	SEGMENT	LIMITS	TOTAL ESTIMATED REPAIR COST
1	Laguna	All	South of Palm St to Morningside Dr	\$ 5,000,000.00
2	Morningside	W	Laguna Cir to Laguna Blvd	\$ 278,595.00
3	Sunset	W	Laguna Cir to PR 100 (Padre Blvd)	\$ 201,046.00

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

**CITY OF SOUTH PADRE ISLAND**

4	Acapulco	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 121,254.00
5	Marlin	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 106,192.10
6	Retama	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 283,071.00
7	Mars	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 278,904.00
8	Morningside	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 80,625.00
9	Georgia Ruth	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 237,354.00
10	Capricorn	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 222,396.00
11	Amberjack	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 236,732.00
12	Hibiscus	W	West of Laguna Blvd	\$ 240,625.00
13	Lantana	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 80,625.00
14	Bahama	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 227,796.00
15	Kingfish	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 220,371.00
16	Aries	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 289,821.00
17	Harbor	E	East of PR 100 (Padre Blvd)	\$ 108,214.00
18	Kingfish	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 108,375.00
19	Capricorn	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 80,121.00
20	Gardenia	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 227,796.00
21	Palmetto	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 226,211.00
22	Red Snapper	E	PR 100 (Padre Blvd) to Gulf Blvd	\$ 186,664.00
23	Amberjack	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 66,014.00
24	Campeche	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 107,979.00
25	Oleander	W	West of Laguna Blvd	\$ 242,607.00
26	Dolphin	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 87,621.00
27	Esperanza	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 110,004.00
28	Sheepshead	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 137,054.00
29	Gardenia	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 87,204.00
30	Red Snapper	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 86,529.00
31	Pike	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 60,279.00
32	Ling	C	Laguna Blvd to PR 100 (Padre Blvd)	\$ 79,078.00

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## CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24

### CITY OF SOUTH PADRE ISLAND

33	Palm	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	69,397.00
34	Esperanza	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	243,771.00
35	Gardenia	W	West of Laguna Blvd	\$	195,436.00
36	Campeche	W	West of Laguna Blvd	\$	152,879.00
37	Polaris	W	West of Laguna Blvd	\$	66,800.00
38	Pompano	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	133,403.00
39	Marlin	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	117,493.00
40	Dolphin	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	257,196.00
41	Acapulco	W	West of Laguna Blvd	\$	117,761.00
42	Tarpon	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	176,753.00
43	Cora Lee	W	West of Laguna Blvd	\$	187,339.00
44	Huisache	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	94,329.00
45	Bahama	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	70,104.00
46	Parade	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	220,811.00
47	Esperanza	W	West of Laguna Blvd	\$	184,639.00
48	Whiting	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	206,100.00
49	Pike	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	171,814.00
50	Cora Lee	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	237,923.70
51	Morningside	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	275,100.00
52	Carolyn	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	77,979.00
53	Cora Lee	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	77,979.00
54	Atol	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	80,679.00
55	Corral	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	159,643.00
56	Carolyn	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	224,421.00
57	Swordfish	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	216,321.00
58	Ling	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	170,196.00
59	Constellation	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	287,679.00
60	Acapulco	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	221,721.00
61	Marisol	E	East of PR 100 (Padre Blvd)	\$	98,325.00
62	Hibiscus	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	93,096.00
63	Oleander	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	92,979.00
64	Laguna Circle	N	South end to north of Sunset Dr	\$	258,150.00



## CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24

### CITY OF SOUTH PADRE ISLAND

65	Saturn	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	76,746.00
66	Aries	W	West of Laguna Blvd	\$	40,186.00
67	Tarpon	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	108,782.00
68	Carolyn	W	West of Laguna Blvd	\$	148,186.00
69	Venus	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	80,625.00
70	Huisache	W	West of Laguna Blvd	\$	145,297.00
71	Campeche	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	229,821.00
72	Coronado	E	Morningside Dr to Gulf Blvd	\$	232,132.00
73	Georgia Ruth	W	West of Laguna Blvd	\$	76,189.00
74	Bahama	W	West of Laguna Blvd	\$	137,100.00
75	Havana	N	Palmetto Dr to Sunset Dr	\$	106,018.00
76	Saturn	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	217,554.00
77	Mezquite	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	79,329.00
78	Pompano	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	125,654.00
79	Sheepshead	W	West of Laguna Blvd	\$	60,568.00
80	Whiting	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	44,272.00
81	Marlin	W	West of Laguna Blvd	\$	21,479.00
82	Swordfish	W	West of Laguna Blvd	\$	83,096.00
83	Saturn	W	West of Laguna Blvd	\$	109,978.00
84	Mezquite	W	West of Laguna Blvd	\$	139,125.00
85	Retama	W	West of Laguna Blvd	\$	136,929.00
86	Atol	W	West of Laguna Blvd	\$	133,050.00
87	Lantana	W	West of Laguna Blvd	\$	175,596.00
88	Lynda	N	Coronado Dr to Parade Dr	\$	60,279.00
89	Swordfish	C	Laguna Blvd to PR 100 (Padre Blvd)	\$	58,193.00
90	Jupiter	W	West of Laguna Blvd	\$	72,000.00
91	Marisol	W	West of PR 100 (Padre Blvd)	\$	77,971.00
92	Yucca	N	South end to Sunset Dr	\$	100,625.00
93	Laguna Circle	S	Morningside Dr to North end	\$	132,429.00
94	Sheepshead	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	106,928.00
95	Corral	W	West of Laguna Blvd	\$	54,728.00
96	Tarpon	W	West of Laguna Blvd	\$	42,922.00
97	Sunny Isle	W	West of PR 100 (Padre Blvd)	\$	87,932.00
98	Dolphin	W	West of Laguna Blvd	\$	71,950.00
99	Circe	N	Morningside Dr to North end	\$	158,421.00

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

100	Tropical	N	Palmetto Dr to Sunset Dr	\$	88,472.00	
101	Pompano	W	West of Laguna Blvd	\$	53,378.00	
102	Capricorn	W	West of Laguna Blvd	\$	81,300.00	
103	Haas	E	East of PR 100 (Padre Blvd)	\$	118,800.00	
104	Corral	E	PR 100 (Padre Blvd) to Gulf Blvd	\$	104,400.00	
105	Lynda	S	Morningside Dr to Coronado Dr	\$	69,679.00	
<b>TOTAL COST</b>					<b>\$</b>	<b>19,593,492.80</b>

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	
Padre Blvd Tax Anticipation Notes	\$ 0
TOTAL FUNDS	\$ 0 <i>strategy discussion regarding future funding</i>
ESTIMATED COSTS	
Pave East-West streets with curb and gutter, add curb and gutter to west sides of Laguna and Gulf Boulevards (engineering and contingencies included)	\$19,593.492.80 – This amount includes Laguna Blvd.
Potential Grant Opportunity for Laguna Blvd. (\$5,000,000)	
TOTAL COSTS	\$19,593,492.80

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**OPERATIONAL IMPACTS**

Personnel \$ 0

Supplies & Materials \$ 0

Repairs and Maintenance \$ 100,000

Capital and Other \$ 0

**TOTAL IMPACTS \$ 100,000**

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL
	\$587,819	\$2,549,585	\$1,233,177	\$1,142,984	\$To Be Discussed		

**Project Leader**

Carlos Alejandro Sanchez, P.E., Public Works Director  
 City of South Padre Island  
 4601 Padre Blvd, South Padre Island, TX 78597  
 Voice: 956-761-8158, Email: csanchez@myspi.org

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# CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24

## CITY OF SOUTH PADRE ISLAND

### DRAINAGE-PADRE BLVD

#### **Project Description**

An adequate storm water drainage system for the City includes infrastructure in place reaching a point of full clearance in six (6) hours or less. Often drainage is under the radar as a capital expenditure until a storm (such as Hurricane Dolly in July 2008) illustrates the importance of adequate drainage.

During rain events, water washes over roofs, streets, driveways, sidewalks, parking lots and land surfaces. Along the way a variety of pollutants, such as oil, pesticides, metals, chemicals, and soil pollute the water discharged into the Laguna Madre Bay. These pollutants endanger water quality of waterways, making them unhealthy for people, fish, and wildlife.

According to the National Weather Service (Brownsville Office), the City of South Padre Island receives on average 29.5 inches of precipitation annually. This creates millions of gallons of storm water runoff per year. The volume and speed of the runoff in some instances cause flooding and erosion, destroys natural habitat, and contributes to combined sewer overflows. Each drainage system across the Island helps storm water drain into the Laguna Madre Bay.

Current drainage requirements by the Texas General Land Office do not allow for drainage directly into the Gulf of Mexico. All drainage must be east to west and the current system requires a wash over Padre Boulevard. Storm drains, ditches, and culverts all are prone to blockage of which trash and sand build-ups are the prime culprits. The City of South Padre Island cleans out storm water inlets annually. Current storm water inlets that have been identified as problems are being addressed with TX DOT to be repaired/replaced.

In addition, the City has embarked on the preparation of a Master Drainage Plan to identify deficiencies in our storm water system. The study will include meetings and public involvement, data collection and survey of existing storm drains, development of an existing storm drain map and development of an existing conditions assessment through analysis of data collected and preliminary calculations to determine priority areas and establish modeling criteria for further evaluation. The initial meetings and public involvement were conducted in 2018 as well as obtaining the preliminary data collection. The City will continue with the finalization of the Master Drainage plan.

#### **Comprehensive Plan**

6.K. Employ best management practices (Drainage)

6.L. Improve storm water management systems.

6.21. Evaluate and amend as needed the requirements for on-site detention/retention.

6.22. Prepare a storm water management plan to quantify existing and projected demands, capacity deficiencies, and needed capital improvements.

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

6.24. Prepare a drainage master plan to prioritize improvements, particularly for Gulf and Laguna Boulevards and each of the east-west streets.

6.25. Amend the development ordinances to:

6.25a. Require the use of best management practices in collecting, storing, and conveying storm water.

6.25b. Accomplish improved water quality. (Clustering, community storm water system, water gardens, rain barrels, swales; or retention/detention)

**Fiscal**

**INCOME AND COST ANALYSIS**

**FUNDING SOURCES**

General Fund (Inlet Cleaning)	\$25,000 - Annual
(General Fund Excess Reserves)	\$141,300
Finalization of Drainage Master Plan	
<b>TOTAL FUNDS</b>	<b>\$ 166,300</b>

**ESTIMATED COSTS**

Inlet Cleaning	\$25,000 - Annual
Master Drainage Plan	\$141,300
<b>TOTAL COSTS</b>	<b>\$166,300</b>

**OPERATIONAL IMPACTS**

Personnel	\$	0
Supplies & Materials	\$	0
Repairs and Maintenance	\$	0

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 0</b>

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL
	\$24,225	\$17,600	\$21,123	\$61,000	\$25,000	\$166,300	
<i>(Number based on storm sewer line item.)</i>							

**Project Leader**

Carlos Alejandro Sanchez, P.E., Public Works Director  
 City of South Padre Island  
 4601 Padre Blvd, South Padre Island, TX 78597  
 Voice: 956-761-8158, Email: csanchez@myspi.org

 **PARKING STRUCTURE (VENUE TAX PROJECT)**

**Project Description**

Creation of a parking facility serving the basic function of parking vehicles as well as designed to incorporate multi-use features including availability for residential and/or commercial development. The structure would facilitate visitors and/or residents' transition to and from their vehicles. Users of the facility need access to the beach benefitting local business and increase use of public transportation.

The facility could also be a pick-up location for the City's free transportation system – Island Metro.

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**



Example of Parking Structure

**Comprehensive Plan**

4.41. The City needs to develop and implement a comprehensive parking program.

7.7c. Construct a City-owned or privately managed parking garage when needed.

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	
Venue Tax	\$2,000,000
CMP Grant	\$
<b>TOTAL FUNDS</b>	<b>\$</b>
ESTIMATED COSTS	
Per space - \$20,000 x 100 spaces	\$2,000,000

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

TOTAL COSTS \$ 2,000,000

**OPERATIONAL IMPACTS**

Personnel \$ 0

Supplies & Materials \$ 0

Repairs and Maintenance \$ 5,000 annually

Capital and Other \$ 0

TOTAL IMPACTS \$ 5,000 annually

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Project Leader**

Carlos Alejandro Sanchez, P.E., Public Works Director

City of South Padre Island

4601 Padre Blvd, South Padre Island, TX 78597

Voice: 956-761-8158, Email: csanchez@myspi.org

 **PADRE BOULEVARD ENHANCEMENT/SIDEWALKS**

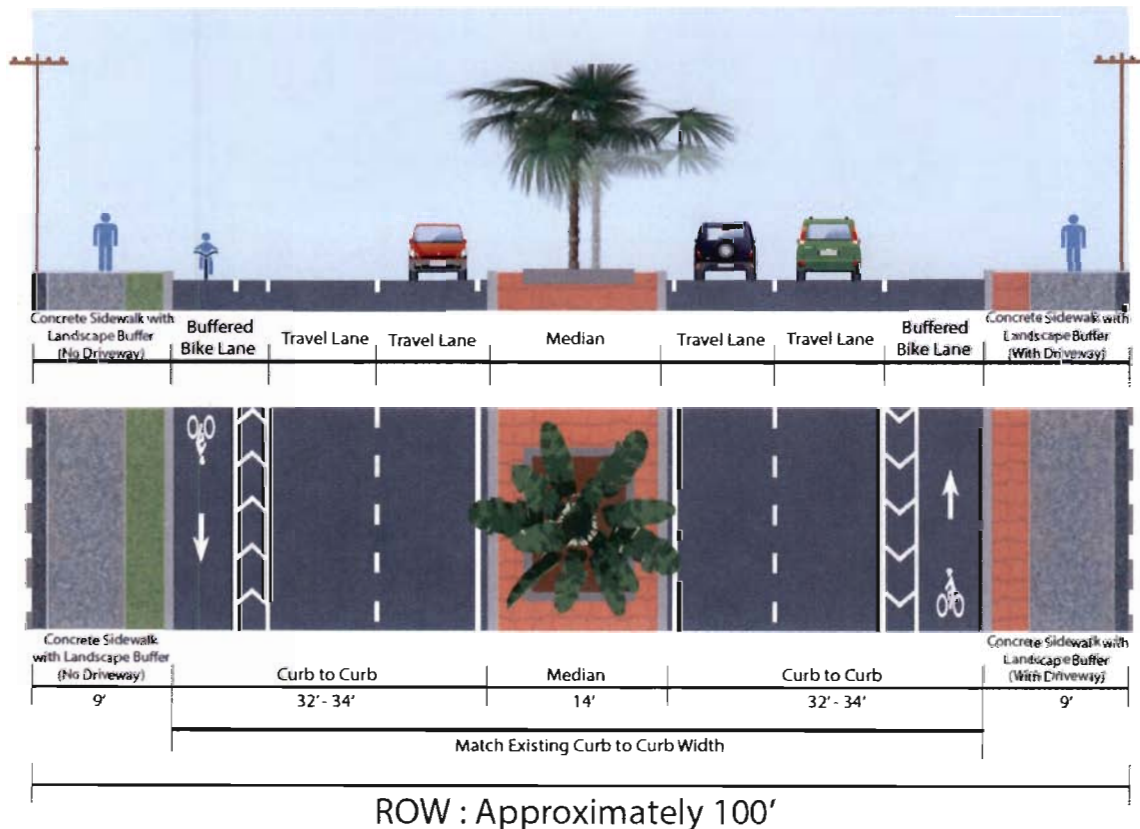
Parking has always been a problem during peak seasons on South Padre Island. The City maintains the free public transportation system, South Padre Island Metro, 365 days per year. Encouraging people to use alternative transportation methods can help alleviate challenges experienced with parking and traffic congestion. Having an adequate system of sidewalks can encourage people to walk to particular destinations, also improving public health.

**Project Description**

Several City projects such as Padre and Gulf Boulevards have components addressing pedestrian pathways. Under consideration would be to create a pedestrian mobility plan taking a comprehensive look at the entire pedestrian system throughout the Island. Such a pedestrian system will enhance the safety of users and compliment the natural beauty. The plan evaluates the connection of focal points throughout the Island. Features including brick pavers being used at driveway crossings, landscaping and ADA compliant sidewalks from Isla Blanca Park to the Convention Centre, added bus stops and benches, water fountains and way-finding signage. Of equal importance is the contribution in encouraging healthy lifestyles for residents and visitors. The City successfully submitted an application for grant funding to the Texas Department of Transportation under the Transportation Alternatives Program (TAP).

The grant was awarded in the amount of approximately \$3.5 million dollars. The project consisted of improving the accessible route from Isla Blanca Park to the Convention Center, which is approximately 5.3-mile stretch. The project included approximately 6-foot-wide sidewalks on both sides of the road and enhanced striping for bicycle and pedestrian safety. The project commenced in May 2017 and it is in its finalization phase which includes enhancing the aesthetics on the side between the back of curb and the sidewalk with colored stamped concrete.

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**



**Comprehensive Plan**

- 4.F. Provide a safe & attractive environment for walking.
- 4.G. Encourage transportation forms other than the automobile.
- 4.H. Develop walking and biking paths that are coordinated with existing businesses, residences, street infrastructure, and transit opportunities and that contribute to the character and identity of the Island and the individual corridors on which the paths are located.
- 4.9 Develop a capital sidewalk improvement plan. Priority: Padre Blvd; Gulf Blvd; east/west connectors with median access; followed by Laguna Blvd and then rest of side streets.
- 4.12. Clearly delineate sidewalks, trails and bike lanes.
- 4.14 Require sidewalks crossing driveway entrances to comply with accessibility standards – AND – require that the sidewalk is constructed with a unique surface and/or color to alert motorists to the crossing and to serve as a design feature.
- 4.37. Where there are beach accesses, a sidewalk needs to be installed on at least one of the side streets north or south of the beach access and should connect to Padre Blvd & Laguna Blvd to the bay.

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

4.38 Construct sidewalks on one side of each of the local streets between Padre & Laguna Boulevard.



**Fiscal**

**INCOME AND COST ANALYSIS-  
SIDEWALKS ONLY**

**FUNDING SOURCES**

TAP Grant \$3,490,360

Local Contribution \$ 925,352

*(Total \$925,352: Resolution 2016-17 = \$34,144  
+ Resolution 2016-32 \$891,208)*

**TOTAL FUNDS**  
\$ 4,415,712

**OPERATIONAL IMPACTS**

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Personnel	\$ 100,000
Supplies & Materials	\$ 50,000
Repairs and Maintenance	\$ 20,000
Capital and Other	\$ 40,000 (vehicles)
<b>TOTAL IMPACTS</b>	<b>\$ 170,000 annually</b>

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL
					\$4,415,712		\$4,415,712

**Project Leader**

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**RAISED MEDIANS/NORTH SIDEWALKS (VENUE TAX PROJECT)**

Back in 2008, the City embarked on a strategy to install raised concrete medians on Padre Boulevard to improve traffic and pedestrian safety. Raised medians were constructed from the “Padre Boulevard Frontage Road” north to Kingfish.

To further that initial project, the City has now decided to extend those medians north to the Convention Centre. A Raised Median Analysis was completed, and the existing medians and crash reports analyzed. These studies determined that the accident rates between vehicles and vehicles/pedestrians dropped by 38% where the medians currently exist, hence the need to extend the raised medians. In addition to the safety factor, the raised medians will have lush tropical landscaping added to improve the aesthetics of the main corridor through the City.

The Padre Boulevard sidewalks currently end at the Convention Centre. With the second causeway currently under Environmental Clearance proceedings, the northern areas of South Padre Island will be ripe for development. With this in mind, the City has begun the steps of extending those sidewalks further north to the northern end of the city limits. The new sidewalks will have to cross two wetland areas and will be converted to “boardwalks” at those locations so environmental damage can be minimized. The new sidewalks will be 6’ wide and ADA compliant.

**Fiscal**

<b>INCOME AND COST ANALYSIS-RAISED MEDIANS/NORTH SIDEWALKS ONLY</b>	
<b>FUNDING SOURCES</b>	
Venue Tax	\$6,190,000
<b>TOTAL FUNDS</b>	<b>\$6,190,000</b>
<b>ESTIMATED COSTS</b>	
Padre Blvd Sidewalks/Landscaping	\$6,190,000
<b>TOTAL COSTS</b>	<b>\$6,190,000</b>
<b>OPERATIONAL IMPACTS</b>	

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Personnel	\$ 100,000
Supplies & Materials	\$ 50,000
Repairs and Maintenance	\$ 20,000
Capital and Other	\$ 40,000 (vehicles)
<b>TOTAL IMPACTS</b>	<b>\$ 170,000 annually</b>

 **STREET LIGHTING**

**Project Description**

Adequate street lighting provides better security for areas where pedestrians and vehicles may interact, and crime is more likely to occur in poorly lit areas. There are some people that feel that street lighting causes “light pollution” and interferes with nighttime activities like stargazing. Those beliefs need to be taken into consideration and balanced with the safety needs of the general public.

**OPTION 1:**

The street lighting is placed mid-block for adequate coverage and each light is a standard 250 KW high-pressure sodium (HPS) vapor lumen on a 30’ wooden pole with a 14’ arm. This enables the light to be placed high enough to cast the lighting out broadly and the 14’ arm allows the light to be cast out over the right-of-way, avoiding interference from trees.

On the east-west streets, there is typically 50 feet of right-of-way and a 16’ utility easement located at the rear of the lots, where electric lines are currently installed. The maximum distance an overhead line can be run between poles is 100’. This will allow a new pole with a streetlight to be installed within the existing right-of-way and an overhead power line to be run from easement at the rear of the lot.

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

American Electric Power-Texas (AEP-Texas) is the electricity provider for most of the Rio Grande Valley and will be contracted to perform the installation of the necessary lighting. A "Contribution-In-Aid" of Construction is required to be paid by the City to assist with offsetting the cost. This contribution is approximately \$2,200 per light/pole which includes materials and installation.

**OPTION 2:**

Those existing lights that have identified as inadequate are being identified for upgrade to include more powerful and more efficient lighting as well as longer arms that will allow the light to be directed near the center of the street. This upgrade of the existing lighting will cost approximately \$600 per light.



14' Arm with 250 HPS Lighting

**OPTION 3:**

A possibility to consider regarding street lighting is replacing the fixtures with solar power. This option has an extremely high initial cost of more than \$10,000 per light and due to our highly corrosive environment; repair and maintenance costs are estimated at \$100 per light per year. This would include repair and/or replacement of the photo-voltaic panels and battery packs.

**Comprehensive Plan**

4.S. Enhance street right-of-way appearance and contribution to City character.

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

6.C. Support a sensible development pattern that minimizes impacts and costs to public facilities and infrastructure.

**OPTION 1:**

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

FISCAL

**INCOME AND COST ANALYSIS**

FUNDING SOURCES

\$

TOTAL FUNDS

\$

ESTIMATED COSTS

70 lights/poles

\$ 154,000

TOTAL COSTS

\$ 195,125.24, \$198,702.60 or \$191,677.78

OPERATIONAL IMPACTS

Personnel

\$ 0

Supplies & Materials

\$ 0

Repairs and Maintenance

\$ 0 (Maintained by AEP)

Capital and Other

\$ 0

TOTAL IMPACTS

\$ 0



**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

**OPTION 2:**

**FISCAL**

<b>INCOME AND COST ANALYSIS</b>	
<b>FUNDING SOURCES</b>	
	\$
<b>TOTAL FUNDS</b>	\$
<b>ESTIMATED COSTS</b>	
Upgrade 300 lights @ \$600/ea	\$ 180,000
<b>TOTAL COSTS</b>	\$ 180,000

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

<b>OPERATIONAL IMPACTS</b>	
Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 0
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 0</b>

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**OPTION 3:**

**FISCAL**

<b>INCOME AND COST ANALYSIS</b>	
<b>FUNDING SOURCES</b>	
	\$
<b>TOTAL FUNDS</b>	\$
<b>ESTIMATED COSTS</b>	
Fixture Replacement	\$4,000,000
<b>TOTAL COSTS</b>	\$4,000,000
<b>OPERATIONAL IMPACTS</b>	
Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 40,000
Reduction of energy bill	\$ (38,400)
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	\$ 1,600

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

**Project Leader**

Randy Smith, City Manager  
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The establishment of a marina can be not only an economic benefit to South Padre Island but also adds to the accessibility of the Laguna Madre and the overall quality of life for the residents and visitors. The addition of a marina to the "Entertainment District" area has been identified as a vital component by the Form Based Code Consultant and Commission. This marina addition will allow a place for boats to be "parked" for a few hours or a few weeks while the owners enjoy what the entertainment district has to offer and will encourage the use and enjoyment of the Bay and the entire Island. There are currently very few boat slips available for public use. Approximately 120 boat slips are needed. A Public – Private Partnership (PPP) may be explored.

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Comprehensive Plan**

5.F. Protect the Laguna Madre as a valuable resource.

5.26. Develop a recreational use plan, identifying associated facilities and improvements to facilitate its implementation, e.g. marina improvements and the requisite dredging.

**Fiscal**

<b>INCOME AND COST ANALYSIS</b>	
FUNDING SOURCES	Unknown
ESTIMATED COSTS	
Dredging	\$220,000
Engineering and Monitoring	\$133,000
Marina Construction	\$540,000
<b>TOTAL COSTS</b>	<b>\$893,000</b>
Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 10,000
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 10,000</b>

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

**Project Leader**

Kristina Boburka, Shoreline Director  
 City of South Padre Island  
 321 Padre Blvd., South Padre Island, TX 78597  
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 **TOMPKINS CHANNEL EXPANSION**

**Project Description**

Tompkins Channel currently extends from parallel to north side of the causeway, northward to Sunset Drive. This project would extend the channel approximately 10,000 linear feet further north to about one mile north of the Convention Centre, the projected landing site of the new causeway. It is a well-known fact that Tompkins Channel is a tremendous asset to the City and extending it northward almost two miles will enable the vessels currently using it to continue northward to the Convention Centre and eventually reach the new causeway. This will “open up” the Convention Centre to potential fishing tournaments, increasing tourism for the Laguna Madre area.

Back in 1988, Central Power and Light (CPL) an underwater electrical transmission line was installed beneath the Laguna Madre to have redundancy in the electrical grid on South Padre Island. The existing overhead transmission line near the old causeway experiences numerous outages due to the corrosive environment and storm-related damage. The underwater line extends 7.27 miles across the bay from the Port Isabel substation and connects into the substation located near the Convention Centre. As it was installed three feet below the sea

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

floor, it will have to be lowered to accommodate the Tompkins Channel extension. The cost for this portion of the channel extension is unknown at this time.

**Fiscal**

INCOME AND COST ANALYSIS	
<b>FUNDING SOURCES</b>	
HOT Funds	\$
General Fund	\$
<b>TOTAL FUNDS</b>	\$
<b>ESTIMATED COSTS</b>	
Dredging	\$ 750,000
<b>Total:</b>	\$ 750,000
<b>OPERATIONAL IMPACTS</b>	
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 2,000 annually (\$200,000 every ten years)
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	\$ 2,000

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL
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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**


**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

**Project Leader**

Kristina Boburka, Shoreline Director  
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**PROJECT DESCRIPTION**

The revitalization of the Entertainment District has been identified by the City as a priority for many reasons, including economic development. The Form Based Code has developed conceptual designs of the Entertainment District that include a marina, new façade improvements to existing businesses, new development codes that address ingress/egress, setbacks, parking, sidewalks and other design features to entice visitors. A major component of this is the boardwalk. The proposed boardwalk will be 12' wide and be made of a recycled plastic material that closely resembles wood but does not deteriorate or splinter, thus increasing the life expectancy and decreasing the maintenance requirements. The boardwalk will be lit at night to increase usage and safety during the prime hours that people are enjoying the Entertainment District and will stretch from approximately Sunny Isle Drive to Swordfish Street, a distance of +/- 3,400 linear feet. The boardwalk will cantilever out over the bay and be

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

constructed adjacent to a bulkhead and the proposed Marina (addressed elsewhere in this document). Permits from the General Land Office will be required.



Schematic Showing Proposed Boardwalk

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	\$
TOTAL FUNDS	\$
ESTIMATED COSTS	
3400 lf, 12' wide boardwalk,	\$ 5,100,000
bulkhead needed in certain areas,	
lighting	
Total:	\$ 5,100,000

OPERATIONAL IMPACTS

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 2,000 (lighting, decking repair)
Capital and Other	\$ 0
<b>Total:</b>	<b>\$ 2,000</b>

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

**Project Leader**

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# CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24

## CITY OF SOUTH PADRE ISLAND

### BEACH RELATED PROJECTS

#### **Project Description**

This project restores and protects the quality and function of the beaches and dunes of South Padre Island and adjacent areas by adding sand to the system and nourishing the beaches. The beaches of South Padre Island are engineered beaches and by nourishing the beaches, the project also restores and ensures continued access to and along the beach for the public, as well as the Kemp Ridley sea turtle and other wildlife.

#### **Dredging of Brazos Santiago Pass (Ship Channel)**

The goal of this project is to place beach quality sand from maintenance dredging of the Brazos Santiago Pass either onto into the beach and dune system of South Padre Island or place it on a nearshore berm to naturally feed the beach system. The measurable objective will be the final volume of sand deposited within the beach and in the dune system. As this is a project that uses borrowed material from the maintenance of the Brownsville Ship Channel, the United States Army Corps of Engineers pays for the maintenance of the channel. The City of South Padre Island and Cameron County pay the incremental cost to place the material on South Padre Island beaches. The State of Texas General Land Office has been most helpful in the past through funding sources (80% cost to the State of Texas General Land Office and a 20% cost to the City of South Padre Island).

The City of South Padre Island coordinates with the United States Army Corps of Engineers to monitor the surveying of the Brazos Santiago Pass in order to determine how much beach quality sand is located in the mouth of the channel and to determine how much is shoaled since the last dredging project. With that information, the USACE engineers determine, with input from the State of Texas General Land Office, Cameron County, and the City of South Padre Island, the specific material placement locations and develop an engineered beach template, based on sand volumes estimated from the original survey. The engineers also coordinate lines that meet the needs of the United States Army Corps of Engineers and project partners, keeping in mind sea turtle nesting season and other possible environmental windows. Since 2017 the City of South Padre Island has managed the nourishment under the guidance of a 5-year plan. The 5-year plan is adopted semi-annually by the City Council and represents the City's analysis and findings on what nourishment strategies will yield the most benefit for the Island. The City of South Padre Island is currently working with the USACE and Cameron County to create a regional sediment management plan. This plan will include beach monitoring efforts to allow for strategic nourishment placements for the City and County land as a whole.

This project takes about six months to plan and implement and is done on an average of every two to three years to keep the ship channel deep. As part of this project's bid specifications, project timelines and material placement locations, an engineered beach profile is developed. In addition, the City conducts a post-project survey of the beach and bi-annual beach surveys in conformance with the Coastal Management Program.

## **CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

### **CITY OF SOUTH PADRE ISLAND**

The desired outcome of this project is to place a large amount of beach-quality sand into the beach and dune system of South Padre Island in an effort to widen the beaches and strengthen and stabilize the dunes. By widening the beaches, more habitat for wildlife, such as nesting habitat for the endangered Kemps Ridley Sea Turtle and foraging habitat for the threatened Piping Plover, is available and the Island is also being protected from erosion (erosion rate on the north end of the Island is up to fifteen feet per year; on the south end; up to six feet per year).

The City of South Padre Island is expecting a dredging event this coming fall (October 2019). The amount of beneficial sediment that will be available is unknown yet, and therefore the amount of money to fund this project is not yet known. Close coordination between the Texas General Land Office, the US Army Corps of Engineers, and Cameron County has already begun to prepare for this event. It is estimated that 75% of the beneficial material will go towards the City and 25% to the County. The City is planning to place the material onshore, different from the offshore placement last year, in Placement Area 5 which is the most erosive within the City (northern end of the City limits).



Re-nourishment from Dredge Material

#### **Offshore Source for Beach Re-nourishment**

This project encompasses an extensive beach re-nourishment project along the City of South Padre Island shoreline. The City's beaches, which are oriented nearly north-south, are subject to predominantly southeast winds and waves that transport sand from the south to the north. This area is also subject to tropical storm activity approximately every seven years (direct impacts from storms making landfall within 100 miles) and more often by storms within the Gulf of Mexico that raise water elevations and create large waves that impact the coast. As a result, the City shoreline has experienced

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## **CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

### **CITY OF SOUTH PADRE ISLAND**

shoreline erosion along the northern section of the City. To address this erosion, significant beach nourishment using an offshore sand source is proposed.

Various beach design layouts were analyzed by varying the berm width for both short-term and long-term performance analyses. Based on these results, the recommended design berm width is 100 feet and project length is two miles. This layout will provide a transition from a relatively stable shoreline and create a continuous contour that connects to the undeveloped shoreline north of City. This project layout will place approximately 888,000 cubic yards along 12,000 linear feet of beach.

Geotechnical investigations were performed in March and April of 2008 to delineate potential areas for this project. Based on the results of these investigations, a series of offshore ridges located approximately 20 miles north of the City and 5 miles offshore were found to contain beach quality material and appear suitable as borrow sources. Utilizing the geotechnical data and design criteria for hopper dredge operations, four borrow areas were delineated. These areas contain approximately 2,047,800 cubic yards of beach quality sand. This quantity is sufficient for the proposed placement layout.

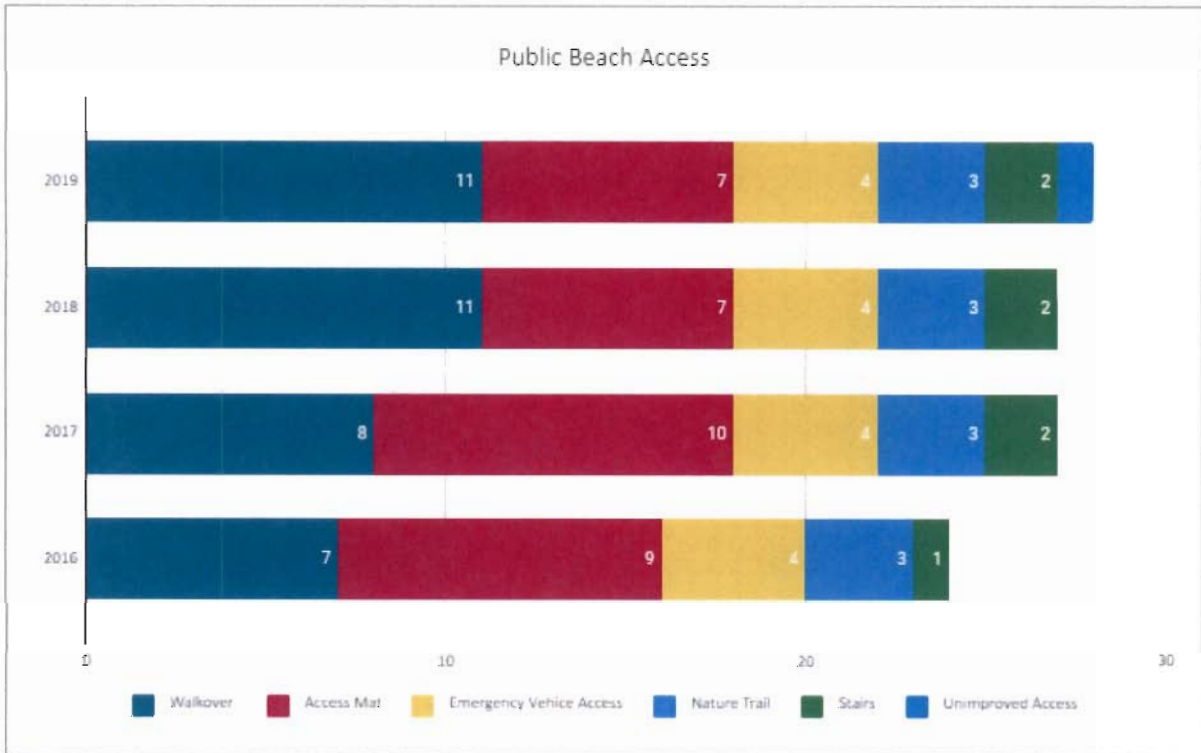
Permitting for the project is complete and amends the existing permit SWG-2007-1276 to include the new offshore borrow areas and the revised beach placement template developed. The permit was also amended to include a section of the entrance channel of Brazos Santiago Pass to be used as a borrow area for beneficial use projects that place material dredged from the channel along City and Cameron County's Isla Blanca Park beaches.

#### **Dune Walkovers**

There are 28 public beach access points in the City Limits, of which eleven have an improved dune walkover, seven are improved with access matting, 4 are emergency vehicle accesses, three are unimproved nature trails and 2 are accessible via a short set of stairs, and 1 is completely unimproved (no path at all). A dune walkover is an elevated structure designed to get pedestrians from Gulf Boulevard to the beach without walking through and possibly damaging dunes. To enhance access to the beach, the City of South Padre Island is proposing to construct twelve dune walkovers at an estimated cost of \$320,000 each for a total of \$3,840,000. They can be made of concrete or wood.

The City actively searches and applies for grants that can fund access improvements. The Coastal Management program (CMP) has awarded the City of South Padre Island multiple grants to fund various access improvements including: the Pearl Beach Access, Ocean Circle, Seaside Circle, and Moonlight Circle. The City is awaiting NOAA's approval for the CMP Cycle 24 where the City was selected to improve the White Sands Street Access.

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**



**Comprehensive Plan**

5.A. Secure funding for beach nourishment. Ongoing funding for beach maintenance should be established as a line item in the City's Budget

5.B. Protect the dune system from erosion and artificial damage

5.E. Create, preserve, and enhance access to the beach

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	
HOT Funding (Local Match)	\$ 1,536,000
CMP Future Cycles	\$2,304,000
<b>TOTAL FUNDS</b>	<b>\$ 3,840,000</b>

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**



**Comprehensive Plan**

5.A. Secure funding for beach nourishment. Ongoing funding for beach maintenance should be established as a line item in the City's Budget

5.B. Protect the dune system from erosion and artificial damage

5.E. Create, preserve, and enhance access to the beach

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	
HOT Funding (Local Match)	\$ 450,000
CEPRA Cycle 9	\$1,250,000
<b>TOTAL FUNDS</b>	<b>\$ 1,700,000</b>
ESTIMATED COSTS	
Dredging and Beneficial Placement	\$ 500,000

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Offshore Source	\$ 16,000,000
Walkover Construction	\$ 320,000
<b>TOTAL COSTS</b>	<b>\$ 16,820,000</b>

**OPERATIONAL IMPACTS**

Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 10,000 (walkover maintenance annually)
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 10,000</b>

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Project Leader**

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

 **PARKS**

**Project Description**

A well thought out and maintained park system can enhance the quality of life for permanent residents as well as tourists visiting South Padre Island. This same park system can also encourage healthy lifestyles and improve the overall health and well-being of users. A Master Park Plan was developed by the City of South Padre Island in April 2006 and again in November of 2013 and many of the established goals in the Plan revolve around providing recreational opportunities in the form of indoor and outdoor recreational facilities. The South Padre Island Master Parks Plan was completed and adopted in July 2018.

**“Tompkins” Park-Phase 2**

**Project DESCRIPTION**

In December of 2002, the City Council purchased a 1.97-acre tract of land located at 6100 Padre Boulevard. The City Council put that property up for sale in 2010. They rescinded that action and took the property off the market in September 2011 and decided to set it aside as a potential future park. The City obtained a grant from Texas Parks and Wildlife and is breaking the project down into two phases. Phase one included a restroom facility, a pump house, basketball court, two playgrounds, parking lot and miscellaneous fencing and site improvements at a cost of \$703,433. Phase two will include a walking/jogging track and exercise stations, benches, landscaping and irrigation, additional play equipment, picnic tables, a Bocce Ball Court, sail shade structures, soccer goals and a skate park.

**Comprehensive Plan**

5.57 Develop a community center with indoor and outdoor facilities, which could facilitate recreation.

5.59 Continue to maintain and upgrade existing parks.

**Fiscal**

<b>INCOME AND COST ANALYSIS</b>	
<b>Phase One (COMPLETE)</b>	
<b>FUNDING SOURCES</b>	
TPWD Grant	\$400,000
Local Match	\$303,433
<b>TOTAL FUNDS</b>	<b>\$703,433</b>
<b>Phase Two</b>	

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**FUNDING SOURCES**

TPWD Grant	\$500,000
Local Match	\$663,970 (\$525,000 Land Match/\$138,920 Skate Park Funds)
<b>TOTAL FUNDS</b>	<b>\$1,163,970</b>

**OPERATIONAL IMPACTS**

Personnel	\$ 0
Supplies & Materials	\$ 10,000
Repairs and Maintenance	\$ 2,000
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 12,000</b>

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL
			\$703,433			\$1,163,970	\$1,867,403

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Design	4 months	July 2019	November 2019
Bidding	2 months	November 2019	January 2020
Construction	6 months	January 2020	July 2020

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

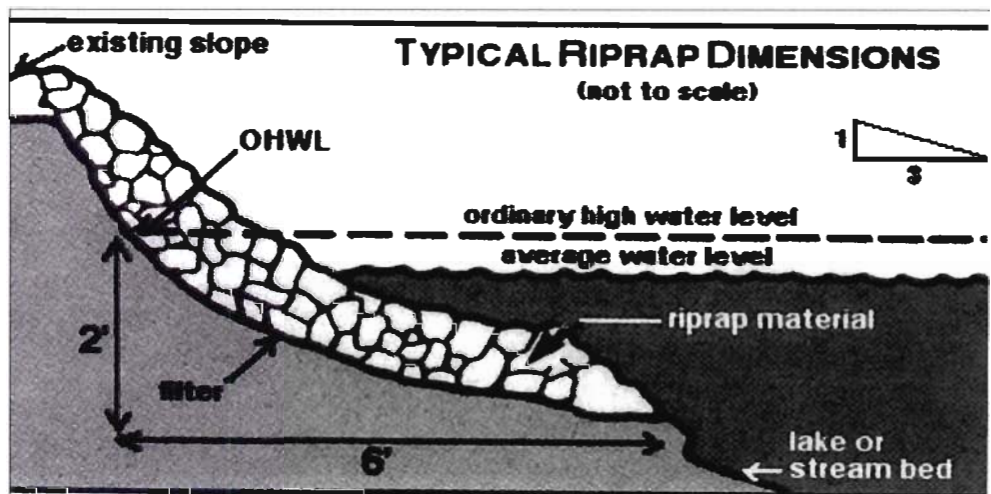
**Project Leader**

Aaron Hanley, Planning Director  
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**✦ RIP RAP STREET ENDS**

**Project Description**

For those streets that end at the Laguna Madre Bay that have no provisions for boat ramps, protecting the banks from erosion with properly placed and sized riprap is necessary. Eight street ends have been identified as needing erosion control and protection. Those are Dolphin, Huisache, Oleander, Gardenia, Hibiscus, Saturn, Aries and Verna Jean.



**Comprehensive Plan**

5.J. Continue maintaining and beautifying street ends

5.K. Protect public access

**Fiscal**

**INCOME AND COST ANALYSIS**

**FUNDING SOURCES**

State HOT Funds \$ 10,000

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

TOTAL FUNDS \$ 10,000

**ESTIMATED COSTS**

RIPRAP Street Endings \$ 10,000

TOTAL COSTS \$ 10,000

**OPERATIONAL IMPACTS**

Personnel \$ 0

Supplies & Materials \$ 0

Repairs and Maintenance \$ 1,000 annually

Capital and Other \$ 0

TOTAL IMPACTS \$ 1,000

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**



**Project Leader**

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**✦ LAND PURCHASE AND DONATION FOR BAY ACCESS (VENUE TAX PROJECT)**

**Project Description**

Maintaining and preserving access to the Laguna Madre Bay is vital to South Padre Island for many reasons. Presently, bay access is available but limited. Kite boarders, kayakers and other personal watercraft users have a few areas where they can launch their craft, but additional access points are needed. As South Padre Island grows north, making access available will become a priority for the City. Acquiring land by purchase and/or donation near the new causeway will ensure access to the bay in the future. Discussions on land acquisition have started to acquire approximately 137 acres north of “The Shores” on the bay side. On this property a “Silent Water Sports” venue will be built to accommodate a structure for launching kayaks, kiteboards, paddle boards and any other non-motorized personal watercraft.

**COMPREHENSIVE PLAN**

- 5.F Protect the Laguna Madre as a valuable resource
- 5G. Recognize and support the multiple functions of the Bay
- 5.K Protect public access
  
- 5.25 c. Explore the possibility of a multi-purpose recreational area on the northern end of Town oriented toward non-motorized light craft (kite boards, wind surfing, kayaks, etc.) possibly in conjunction with Cameron County.

**Fiscal**

**INCOME AND COST ANALYSIS**

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**FUNDING SOURCES**

Venue Tax \$ unknown

**TOTAL FUNDS** \$ unknown

**ESTIMATED COSTS**

Land Acquisition \$ unknown

Venue Construction \$ unknown

**TOTAL COSTS** \$ unknown

**OPERATIONAL IMPACTS**

Personnel \$ 0

Supplies & Materials \$ 0

Repairs and Maintenance \$ 5,000

Capital and Other \$ 0

**TOTAL IMPACTS** \$ 0

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

**Project Leader**

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 **COASTAL MANAGEMENT PROGRAM**

The Texas Coastal Management Program (CMP), funded by NOAA, focuses on the state's coastal natural resource areas. The program is managed by the Texas Land Commissioner.

The Texas General Land Office:

- Awards approximately \$2.2 million annually in grants
- Reviews federal actions in the Texas coastal zone to ensure consistency with the goals and policies of the CMP
- Supports protection of natural habitats and wildlife

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

- Provides baseline data on the health of gulf waters

The federally approved program brings approximately \$2.2 million in federal Coastal Zone Management Act (CZMA) funds to Texas, most of which goes to state and local entities to implement projects and program activities. Texas is one of only a handful of coastal states that pass substantial amounts of CZMA funds through to coastal communities for projects in the coastal zone.

The Land Office has funded projects in all parts of the coastal zone for a wide variety of purposes. The General Land Office established the following categories for use of these funds by coastal communities:

- Public Access Enhancements
- Applied Research and Data Collection
- Coastal Resiliency Enhancements
- Coastal Planning and Community Enhancements
- Coastal Nonpoint Source (NPS) Pollution Control

In the past, the City has successfully applied for funding to improve beach access and is currently awaiting NOAA approval for the White Sands Street project. It will be an access and storm surge suppression project with a total award amount of \$198,000.

The City is also working on pre-proposal project ideas to apply for this year. Potential projects include a living shoreline on the bay side, improving City beach accesses with walkovers and amenities, performing a study and assessment on the current beach and dune system to update management practices, and to create a wind and water sports venue on the bay.

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	
ESTIMATED COSTS	\$3,840,000
TOTAL COSTS	\$3,840,000
OPERATIONAL IMPACTS	
Personnel	\$ 0

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 10,000 annually
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 10,000</b>

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL
		\$270,000					\$270,000

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION

**Project Leader**

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

 **RESTORE ACT GRANT**

In 2016, the City applied for three grants from the RESTORE Act funds. These funds are being distributed to the states affected by the Deep Horizon/BP Oil Spill. Of the three grant applications, one has been chosen to move along in the process of the Public Comment period, the Laguna Madre Boat Ramp. This project will encompass the purchase of 5 vacant lots, the construction of a boat ramp, bulkhead, fish-cleaning stations, dock renovation/replacement and the paving of a parking area to accommodate 31 truck/boat trailers.

**Fiscal**

<b>INCOME AND COST ANALYSIS</b>	
<b>FUNDING SOURCES</b>	
RESTORE	\$ 1,869,290
Local Funds	\$ 506,733
Local Match	\$ 26,898
<b>TOTAL FUNDS</b>	<b>\$ 2,042,921</b>
<b>ESTIMATED COSTS</b>	
Land acquisition	\$ 800,000
Improvements	\$ 1,242,921
<b>TOTAL COSTS</b>	<b>\$ 2,042,921</b>
<b>OPERATIONAL IMPACTS</b>	
Personnel	\$ 0
Supplies & Materials	\$ 5,000

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Repairs and Maintenance                      \$ 10,000 annually

Capital and Other                                \$ 0

**TOTAL IMPACTS**                                \$ 15,000

**Financial Plan**

Prior Years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Future Years	TOTAL
						\$2,042,921	\$2,042,921

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Land Acquisition	6 months		
Improvements	12 months		

**Project Leader**

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## **CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

### **CITY OF SOUTH PADRE ISLAND**

#### **NOAA ECOSYSTEM RESILIENCY GRANT PROGRAM**

The city is also one of the more urbanized beaches in the state with beach-fronting hotels, condominiums, single family homes and businesses. Along this extensively used beachfront, the city has, in accordance with state law, set aside 28 public beach access ways to allow the public to access, use, and enjoy the beaches. Over the last decade, the city has upgraded 17 of the 28 access ways, adding dune walkovers, parking areas, restrooms, showers and other amenities to benefit the beach-going public and, most importantly, restoring dunes damaged by former pedestrian trails. Eleven beach accesses remain unimproved resulting in on-going damage to the city's protective dune system.

In the last decade, the city has undertaken, when funds are available, ten projects to remove pedestrian pathways and restore dune system damage while simultaneously maintaining public beach access. To date, dune width, elevation and contours have been recreated at ten access sites and more than 400,000 dune plants have been installed. While the city has made progress, the steps have been slow and incremental, delaying necessary action and allowing loss of dune resources to continue. With this grant, the city seeks to complete these final eleven important beach access and dune restoration projects in the next 18 months.

Project Goals. The purpose of the Comprehensive Dune Ecosystem Restoration and Public Access Project is to:

1. Remove pedestrian pathways through the dune system at the remaining eleven publicly owned beach access ways within the city that still use pedestrian trails to access the beach;
2. Restore damaged dune areas by rehabilitating the elevation, volume, and contour of the dune system and installing native dune plants;
3. Restore the natural functions and values of the damaged dune areas for dependent flora and fauna and promote endangered sea turtle nesting;
4. Enhance the resiliency of the dune system as the primary storm damage reduction feature along the city's Gulf of Mexico shoreline; and
5. Install elevated public dune walkovers to replace pedestrian pathways at each of the eleven beach access points that still use pedestrian trails to access the beach.

The following are the eleven unimproved beach access points to be improved:

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
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• Whitecap Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2020
	\$550,000 (Construction)	2020
• Sapphire Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2021
	\$385,000 (Construction)	2021
• Poinsettia Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2021
	\$385,000 (Construction)	2021
• Riviera Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2022
	\$550,000 (Construction)	2022
• Harbor Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2022
	\$385,000 (Construction)	2022
• Bluewater Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2023
	\$385,000 (Construction)	2023
• Day Dream Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2023
	\$385,000 (Construction)	2023
• Sea Island Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2024
	\$385,000 (Construction)	2024
• Surf Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2024
	\$385,000 (Construction)	2024
• Gulf Circle Beach Access	\$38,500 (Engineering, Design, Permitting)	2024
	\$385,000 (Construction)	2024

**Fiscal**

**INCOME AND COST ANALYSIS**

FUNDING SOURCES

NOAA/GLO	\$ 2,019,600
Local Funds (match)	\$ 1,346,400
<b>TOTAL FUNDS</b>	<b>\$ 3,366,000</b>

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**ESTIMATED COSTS**

Engineering, Design, Permitting	\$ 231,000
Construction	\$ 3,135,000
<b>TOTAL COSTS</b>	<b>\$ 3,366,000</b>

**OPERATIONAL IMPACTS**

Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 8,000 annually
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 8,000</b>

**Financial Plan**

Prior Years	FY 1/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Future Years	TOTAL
	\$315,000	\$300,000	\$588,500	\$588,500	\$588,500	\$1,600,500	\$3,366,000

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Project Leader**

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 **PALM STREET BOAT RAMP**

To improve access to the Laguna Madre, the City is in the process of improving the boat ramp at the bay end of Palm Street. The properties adjacent to the existing boat ramp have been recently sold and improvements to both properties are underway to include various water sports such as personal watercraft rentals, off-shore fishing excursions and paddle-boarding. Improving the boat ramp will enhance bay access and make the area friendlier to water-based sporting enthusiasts.

Hanson Engineering has secured GLO and USACE permits for this location and is in the process of finishing the drawings. Once those are completed and approved, the project will be ready to bid out for construction.

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**COMPLETED PROJECTS**

**MULTI-MODAL TRANSIT CENTER (COMPLETED APRIL 2019)**



**Project Description**

The City has been working on this project for approximately 7 years, and we are proud to say that it was completed on April 3, 2019. The new facility is a 2 story, 11,772 square foot building that serves as a bus transfer station for eastern Cameron County. It provides much needed passenger amenities, driver amenities, administrative offices, and a permanent facility for the Island Metro bus service.

Phase 1 of the project included construction of the park-&-ride site with 125 parking spots, taxi circulation, pedestrian sidewalk, bus entrance/exit, circulation, berths, and the bus transfer area. The facility construction completed the total project.

The entire project has been funded through multiple grants. Planning, Engineering and Design cost \$626,479. Phase 1 construction cost \$1.6 Million. And Phase 2 construction cost \$4,450,711, for a total project cost of \$6,677,190. No local tax revenue was used for this project. Also, notably, this project was LEED Certified upon completion. LEED stands for Leadership in Energy and Environmental Design, a globally recognized symbol of sustainability achievement. This accomplishment sets a very high standard for future construction on our island, where our environment and ecosystem are of utmost importance.



**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Comprehensive Plan**

4. J. Expand public transportation options

4.K. Improve transit facilities

4.L. Identify potential funding sources

**Fiscal**

INCOME AND COST ANALYSIS	
<b>FUNDING SOURCES</b>	
TxDOT/FTA	\$6,200,000
<b>ESTIMATED COSTS</b>	
Construction	\$1,600,000 Phase 1 (parking area, bus berths, utilities, site work-complete)
	\$626,479 (Planning Engineering and Design)
	<u>\$4,450,711</u> Phase 2 (Building)
<b>TOTAL COSTS</b>	<b>\$6,677,190</b>
<b>OPERATIONAL IMPACTS</b>	
Personnel	\$ 0
Supplies & Materials	\$ 10,000
Repairs and Maintenance	\$ 20,000
Capital and Other	\$ 0

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Financial Plan**

Prior Years	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Future Years	TOTAL
			\$1,600,000		\$4,600,000		\$6,200,000

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Land Acquisition	N/A		
Design	18 months	2016	2016
Bid	8 months	2017	2017
Construction	18 months	2018	2019

**Project Leader**

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**+ VISITORS CENTER (COMPLETED JUNE 2019)**

The City Council directed the CVB staff to focus this facility refresh on a few key cosmetic components; updated – A/C equipment, flooring, lighting, interior and exterior paint, furniture, bathroom finishes and interactive kiosks. Due to the reduced scope of this project the cost dropped to \$103,500 as approved by the City Council. This project’s estimated completion date is June of 2019.

Having a World Class “one-stop shop” for our visitors is vital to our tourism-based economy. Visitors should have a wealth of information at their fingertips with what South Padre Island has to offer in the way of lodging, activities and events. The center should have a warm and welcoming atmosphere with

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## CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24 CITY OF SOUTH PADRE ISLAND

friendly staff providing information to the weary traveler looking for a respite before beginning their exciting vacation on South Padre Island.

The center should be at the forefront of technology with kiosks available where the most current list of activities and events can be scanned and downloaded to the visitors "Smart Phone" to be accessed while they're here. There should be videos of the variety of activities playing while our visitors mingle with staff and each other picking out daily activities.

The current building at 610 Padre Blvd is 4,800 square feet and was built in 1977 and sits on approximately 1.2 acres of land. It was renovated in 2012 and it currently houses the Visitors Center, a division of the South Padre Island Convention and Visitors Bureau and the South Padre Island Chamber of Commerce.



### Financial Plan

Prior Years	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Future Years	TOTAL
					\$103,000		\$103,000

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**✚ WATER TOWER PARK REPAIRS (Completed September 2018)**

The concrete parking area at Water Tower Park is in disrepair and in need of replacement. It is recommended that 6" of reinforced concrete slab be used to replace the existing broken concrete parking area.



**Fiscal**

**INCOME AND COST ANALYSIS**

**FUNDING SOURCES**

Local Funds	\$ 12,882
<b>TOTAL FUNDS</b>	<b>\$ 12,882</b>

**ESTIMATED COSTS**

<b>Replace Concrete Parking Area</b>	<b>\$ 12,882</b>
<b>TOTAL COSTS</b>	<b>\$ 12,882</b>

**OPERATIONAL IMPACTS**

Personnel	\$ 0
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Supplies & Materials	\$ 0
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Repairs and Maintenance	\$ 1,000 annually
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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Capital and Other \$ 0

TOTAL IMPACTS \$ 1,000

**Financial Plan**

Prior Years	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Future Years	TOTAL
					\$12,882		\$12,882

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Concrete Parking Lot		July 2018	August 2018

**Project Leader**

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# CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24

## CITY OF SOUTH PADRE ISLAND

### "TOMPKINS" PARK (PHASE I)

#### Project DESCRIPTION

In December of 2002, the City Council purchased a 1.97-acre tract of land located at 6100 Padre Boulevard. The City Council put that property up for sale in 2010. They rescinded that action and took the property off the market in September 2011 and decided to set it aside as a potential future park. The City obtained a grant from Texas Parks and Wildlife and broke the project down into two phases. Phase one included a restroom facility, a pump house, basketball court, two playgrounds, parking lot and miscellaneous fencing and site improvements at a cost of \$703,433. Phase two will include a walking/jogging track and exercise stations, benches, landscaping and irrigation, additional play equipment, picnic tables, a Bocce Ball Court, sail shade structures, soccer goals and a skate park.

### FIRE STATION



#### Project Description

The City employs 18 firefighters, 6 EMS personnel, one administrative position, one Assistant Fire Chief and one Fire Chief. Current fleet for the Department includes one engine truck, one ladder truck, one quick attack, one first responder pick-up truck, two staff cars, one JEEP, one ATV, and one Jet Ski.

As a coastal barrier island, the location of the City's fire station/EOC presents several design challenges including hurricane force winds and flooding. To tackle these issues, the structure will be designed to withstand 135 MPH wind loads and the site must be elevated to FEMA regulations above sea level. The essential components of a new fire station include:

- 4 drive-through apparatus bays with the capacity to store two units per bay
- A storage room to accommodate 30 sets of gear (separate from the bay area to avoid contamination)
- Decontamination room (EMS) for cleaning equipment
- Compressor Room for SCBA storage

## **CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**

### **CITY OF SOUTH PADRE ISLAND**

- Two laundry rooms (one must have a protective gear extractor)
- EMS storage room with double locking system
- Small shop and repair room with adequate storage space for lawn equipment
- Kitchen with commercial grade appliances
- Dining room to accommodate 12
- Dayroom and sleeping area to accommodate 10
- Adequate toilet/showers for 10 with appropriate locker room space
- Janitors closet with utility sink (one in bay area and one for inside space)
- Training room/community education room – convertible to emergency operations center
- Administrative Space
  - Reception area and visitors lobby
  - Public restroom
  - Chief's office
  - Assistant Chief's office
  - Staff work areas
  - EMS office
  - File room/storage area

The fire station/EOC site was selected to provide adequate street access for the fire apparatus as well as its proximity to the existing City Hall. This site was selected as a result of an in-depth study of multiple site possibilities. Coastal climate and potential for flooding required that the building be elevated above flood level except for the Apparatus Bays. The main portion of the facility will be elevated 8 to 12 feet above sea level. The exterior will be designed to match the coastal aesthetics of the area as well as complement the existing architecture of the City Hall. The useful life of the fire station is estimated to be a minimum of 40 years with approximately 18,000 square feet.

#### **Comprehensive Plan**

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

6.18 Identify and acquire sites for new fire stations to the north and south, concurrent with future development.

#### **Sustainability**

The City of South Padre Island will be striving to be compliant with LEED requirements for sustainability. Major areas of focus for LEED requirements include:

- Sustainable sites
- Water efficiency
- Energy and atmosphere
- Materials and resources

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

- Indoor environmental quality
- Innovation and design process

**Fiscal**

<b>INCOME AND COST ANALYSIS</b>	
<b>FUNDING SOURCES</b>	
Debt Issuance	\$3,800,000
TDRA (GLO) Grant Funds	\$1,095,436
<b>TOTAL FUNDS</b>	<b>\$ 4,895,436</b>
<b>ESTIMATED COSTS</b>	
Design	\$ 73,278
Construction	\$ 4,822,158
<b>TOTAL COSTS</b>	<b>\$ 4,895,436</b>

<b>OPERATIONAL IMPACTS</b>	
Personnel	\$ 0

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Supplies & Materials	\$ 49,000
Repairs and Maintenance	\$ (12,000) savings annually from energy efficiency
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 37,000</b>

**Financial Plan**

Prior Years	FY 12/13	FY 16/17	FY 16/17	FY 16/17	FY 16/17	Future Years	TOTAL
\$4,895,436							\$4,895,436

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Design	6 months	10/1/2009	6/1/2010
Bid	3 months	6/1/2010	9/1/2010
Construction	12 months	07/20/2011	08/30/2012
Estimated Completion Date	8/30/2012		

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Project Leader**

Burney Basket, Fire Chief
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 **TOMPKINS CHANNEL DREDGING**

**Project Description**

On the western boundary of South Padre Island is the Laguna Madre Bay providing recreational opportunities as well as a passage for commercial vessels. Tompkins Channel is an essential feature of the bay providing a navigational waterway for both the east side of Port Isabel as well as the west side of South Padre Island. Tompkins Channel is in the City’s extraterritorial jurisdiction and partially in the city limits and runs parallel to the Causeway then turns north to Sunset Drive. In 1998, the City used economic development funds to have the channel dredged.

In July 2008, when Hurricane Dolly made landfall on the Island as a Category 2 storm causing extensive damage, Dolly also made certain areas of the channel impassable. HDR Shiner Mosely completed a bathymetric survey of the channel which demonstrated that approximately 11,000 cubic yards of sediment were displaced and need to be removed.

This channel is extremely important as it is not only used by fishing boats but by other ships to gain access to the Inter-Coastal Waterway and the Gulf of Mexico. Users of the channel who launch their boats in the Laguna Madre Bay are forced to maneuver through dangerously shallow water and this channel gets even more dangerous during twilight hours due to the lack of visibility.

Dredging Tompkins Channel would improve navigational access in this area and would stimulate the development of a marina together with a hotel and convention complex in the Entertainment District.

FUNDING SOURCES	
FEMA (Dredging)	\$ 146,575
Dredging Local Funds (SLTF)	\$ 100,000
<b>TOTAL FUNDS</b>	<b>\$ 246,575</b>
COSTS	

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Dredging \$246,575

**TOTAL COSTS \$246,575**

**BOAT RAMPS AT BAY ENDINGS**

**Project Description**

Many of the East-West streets terminate on the west side at the Laguna Madre. Several of these have existing boat ramps that are used not only for launching boats but also other forms of personal watercraft such as jet-skis and kayaks. Recently Polaris Street boat ramp has been improved.



Recently completed Polaris Street Boat Ramp

**Financial Plan**

Prior Years	FY 12/13	FY 16/17	FY 16/17	FY 16/17	FY 16/17	Future Years	TOTAL
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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

\$40,000

(Palm/Polaris)

 **SOUTH PR 100 STREET LIGHTING**

As a safety enhancement, street lighting was installed by AEP at the request of the City. Six streetlights were installed on South PR 100, immediately south of the Causeway intersection. Six 400 High-Pressure Sodium Vapor Lights on aluminum poles were installed for a cost of \$33,400.73. In addition, AEP requires the requestor to arrange for all underground conduits on the site so an additional \$24,800 was spent to accommodate the new lighting.

 **COASTAL MANAGEMENT PROGRAM**

Cycle 16 (2011)

Aquarius and Good Hope Beach Access Improvements

Project Cost \$245,000 (\$122,500 grant/\$122,500 local match)

Gay Dawn Beach Access Improvements

Project Cost \$165,000 (\$82,500 grant/\$82,500 local match)

Cycle 18 (2012)

Emergency Vehicle Beach Access Improvements

Project Cost \$300,000 (\$150,000 grant/\$150,000 local match)

Cycle 19 (applied for in 2013-to be constructed in 2015)

The Pearl Beach Access Improvements

Project Cost \$300,000 (\$150,000 grant/\$150,000 local match)

Seaside Beach Access Improvements

Project Cost \$300,000 (\$150,000 grant-partial funding available in the amount of \$44,000) /\$150,000 local match)

Cycle 20 (applied for in 2014-to be constructed in 2015)

Moonlight Beach Access Improvements

Project Cost \$190,000 (\$95,000 grant/\$95,000 local match)

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Ocean Circle Beach Access Improvements

Project Cost \$300,000 (\$150,000 grant/\$150,000 local match)

CMP Totals:

Grant \$794,000

Local Match \$900,000

 **STREETS**

The following streets have been improved recently. Costs include construction, engineering and testing.

2009- \$292,730.39

Esperanza, Mezquite, Aries (valley gutter and driveways), Saturn and drainage improvements to Cora Lee

2011 – \$136,022.35

Repairs to Portions of Gulf & Laguna, East Aries and East Sunset

2012 - \$517,363.88

West Retama, repairs to East Amberjack, Lynda, East Carolyn, East Oleander, West Pike, West Lantana, East Pike and West Tarpon

2013 - \$578,922

Repairs to Gulf, Laguna, Morningside, Campeche, Acapulco and East Huisache

2014 - \$771,147.18

Sunset Drive from Padre to Gulf, Gulf Blvd from Sunset to Morningside, Gulf Blvd from Cora Lee to Constellation and Gulf Blvd from Sunset to Cora Lee

2016-2018 - \$2,859,236.60

Gulf Boulevard, East Oleander, East Hibiscus, West Aries, West Verna Jean, East Swordfish, West Polaris, West Morningside (drainage only).

2018-2019 - \$1,952,544.10

Phase I: East Atol, East Jupiter, East Lantana, East Polaris, East Sunny Isle, East Venus, East Verna Jean and White Sands (\$1,586,157.20)

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Phase II: West Georgia Ruth Drive, West Polaris, West Mars and 425' of West portion of East Mars including West Venus Outfall (\$366,386.90)

 **COMMUNITY CENTER (OLD CITY HALL)**

**Project Description**

The City Council determined that a Community Center would meet many needs of the public. It could be a gathering space for group games, Bridge and Mahjongg clubs; it could be a place to hold public meetings, and a place to house the local branch of the Port Isabel Public Library. The City Council dedicated funding to this project and design began. The Parks, Recreation and Beautification Committee began performing community surveys on what the facility should be used for, what it should look like and how and when it could be used. The 5,874 square foot facility was completed in March 2016 and is comprised of a small kitchen, a large open room for gatherings, restrooms, office and storage space and a "reading room" for library patrons.

**Comprehensive Plan**

5.57 Develop a community center with indoor and outdoor facilities, which could facilitate recreation.

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	
Unencumbered Reserves Amount	\$ 296,468
TOTAL FUNDS	\$ 296,468
ESTIMATED COSTS	
Design	\$ 0 (in-kind)
Construction	\$ 296,468

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

TOTAL COSTS	\$ 296,468
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OPERATIONAL IMPACTS	
Personnel	\$ 20,000 (Maintenance and Cleaning)
Supplies & Materials	\$ 5,000
Repairs and Maintenance	\$29,000
<b>TOTAL IMPACTS</b>	<b>\$126,100</b>

**Financial Plan**

Prior Years	FY 12/13	FY 16/17	FY 16/17	FY 16/17	FY 16/17	Future Years	TOTAL
			\$		\$296,486		\$296,486

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Land Acquisition	N/A		
Design	6 months		2012
Bid	2 months	2015	2015
Construction	6 months	2015	2016

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Project Leader**

Armando Gutierrez, Jr., P.E., Public Works Director

City of South Padre Island

4601 Padre Blvd., South Padre Island, TX 78597

 **CONVENTION CENTRE IMPROVEMENTS**

**Project Description**

The current South Padre Island Convention Centre's 45,000 square feet of meeting space include 22,500 square feet of exhibit hall space, an auditorium with a capacity of 250 (2,633 square feet) and 9,000 square feet of meeting rooms in various sizes and parking for 500 cars. This facility opened in 1992 and is located on the North end of South Padre Island which is inconvenient to area hotels and the entertainment district.

Land on which the current Convention Centre rests is owned by Cameron County. The lease that began in 1988 is for fifty (50) years and involves an annual lease payment based on a percentage of sales.

**Exterior/Structural Improvements:**

The City Council approved the expenditure of \$4,775,472 to improve the facility in 2014. The improvements include structural improvements along the perimeter exterior walls, removal of horizontal skylights due to excessive leaking, installation of concrete for the entrance area off of Padre Boulevard, installation of a lightning protection system, enhancement of parking lot lighting to include solar lights, re-painting of the entire exterior of the building with long-lasting elastomeric paint, and replacement of exterior doors.

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**



West Side Mural



East Side Mural

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Fiscal**

<b>INCOME AND COST ANALYSIS</b>	
<b>FUNDING SOURCES</b>	
HOT Funding	\$2,937,724
Debt Issuance	\$ 0
<b>TOTAL FUNDS</b>	<b>\$ 2,937,724</b>
<b>COSTS</b>	
Land Acquisition	\$ 0
Design	\$500,000
Construction (Convention Centre)	\$2,937,724
<b>TOTAL COSTS</b>	<b>\$3,437,724</b>

<b>OPERATIONAL IMPACTS</b>	
Personnel	\$ 0

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 0
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 0</b>

**Financial Plan**

Prior Years	FY 12/13	FY 16/17	FY 16/17	FY 16/17	FY 16/17	Future Years	TOTAL

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Design	11 months	February 1, 2013	December 31, 2013
Bid & Negotiation	1 month	January 1, 2014	February 1, 2014
Construction	8 months	December 15, 2014	August 1, 2015

**Project Leader**

<p>Darla A. Jones, Assistant City Manager</p> <p>City of South Padre Island</p> <p>4601 Padre Blvd, South Padre Island, TX 78597</p>
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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Interior Improvements:**

After the exterior improvements were completed, work began on the interior to complete the renovation. New chairs, tables and miscellaneous furniture were ordered and placed, and the entire interior was painted to complement the exterior colors. New high-traffic heavy duty carpeting was installed that coordinates with the various other interior colors to form a cohesive, planned look. New room partitions were installed that are noise-attenuating will decrease the potential for noise conflicts between rooms. State-of-the-art LED room signage and lobby monitors will assist conference delegates make their way through the facility while using their mobile devices effortlessly on the upgraded Wi-Fi system. The kitchen area was upgraded with non-slip floor tiles to increase the safety and “user-friendliness” for caterers. Exterior premise identification is being planned at the entrance to the site that will feature a changeable digital message board welcoming our various events to the newly remodeled facility.

**Fiscal**

INCOME AND COST ANALYSIS	
FUNDING SOURCES	
HOT Funding (Excess Reserves)	\$1,250,000
Debt Issuance	\$ 0
<b>TOTAL FUNDS</b>	<b>\$ 1,250,000</b>
ESTIMATED COSTS	
Land Acquisition	\$ 0
Design	\$0
<b>Interior Improvements Listed</b>	<b>\$1,250,000</b>

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

TOTAL COSTS	\$1,250,000

OPERATIONAL IMPACTS	
Personnel	\$ 0
Supplies & Materials	\$ 0
Repairs and Maintenance	\$ 10,000
Capital and Other	\$ 0
<b>TOTAL IMPACTS</b>	<b>\$ 0</b>

**Schedule**

PHASE	TOTAL TIME	START	COMPLETION
Design	3 months	July 2015	September 2015
Bid & Negotiation	1 month	September 2015	October 2015
Construction	6 months	October 2015	March 2016

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

**Project Leader**

Keith Arnold, CVB Director

City of South Padre Island

7355 Padre Blvd, South Padre Island, TX 78597

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**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

Capital Improvement Plan (CIP) SUBMITTAL form

Project Name: \_\_\_\_\_

Department: \_\_\_\_\_

The project has been submitted with all information including description, itemized costs, discussion of funding options, and timeline.

Comments:

The project will improve the public health and safety of the community.

Comments:

Project enhances and promotes tourism including beach re-nourishment projects and the economic support of the convention and hotel industry.

Comments:

The project will promote recreational or aesthetic improvements within the community.

Comments:

The project has funding sources identified by the City. Grants and funding partnerships will be rated highest, followed by operating revenue and fund balance. Debt will be considered last.

Comments:

The project will promote desirable economic development within the City.

Comments:

The project aligns with the strategic priorities identified by the City Council and with the City's strategic planning documents.

**CAPITAL IMPROVEMENT PLAN (CIP) 2019/20 through 2023/24**  
**CITY OF SOUTH PADRE ISLAND**

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Comments:

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

**MEETING DATE:** August 7, 2019

**NAME & TITLE:** Ed Caum, CVB Director

**DEPARTMENT:** South Padre Island Convention & Visitors Bureau

**ITEM**

Discussion and action to approve the advertising agency services agreement with The Atkins Group for fiscal year 2019-20 and authorize the City Manager to sign the contract.

**ITEM BACKGROUND**

CVA Board approved the renewal of The Atkins Group Agreement at their regular meeting held May 22, 2019.

**BUDGET/FINANCIAL SUMMARY**

The total amount of the contract \$2,994,000.  
Funds for this contract has been budgeted in the proposed budget for fiscal year 2019-20.

**COMPREHENSIVE PLAN GOAL**

Policy 1.1.5: The City should continue to market the Island’s unique character and assets aggressively.  
Capturing the South Padre Island experience, distilling it into a marketing theme, and capitalizing on its message is critical for economic development efforts. The Island’s eclectic style is a valuable economic commodity.

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Approve to renew The Atkins Group 2019/20 FY agreement.

**Agreement**  
Between  
City of South Padre Island  
and  
The Atkins Group

The Atkins Group (referred to as TAG) with offices located at 501 Soledad Street, San Antonio, TX 78205, hereby agrees to serve as marketing communications agency for the City of South Padre Island (referred to City) with offices located at 4601 Padre Boulevard, South Padre Island, TX 78597, in accordance with and subject to the following terms:

1. During the term of this Agreement, the City appoints TAG as the primary agency for the City of South Padre Island, with the only exception being direct placement by the City. TAG will be charged with the responsibility of strategic planning and stewardship, brand campaign concept development and maintenance, digital services, public relations and preparing and placing advertising/marketing communications for the City.
2. Contract not to exceed the costs outlined below for the term of the contract: October 4, 2019-September 30, 2020.

Creative and Content Services	\$194,200
Account Services	\$162,000
Production & Editing	\$120,000
Advanced Analytics and Reporting	\$24,800
Public Relations	\$96,000
Social Media Strategy & Management	\$12,000
Website Maintenance & Digital Development	\$60,000
Media Research, Planning & Placement	\$2,325,000
Total:	\$2,994,000

3. The City may, however, wish to assign additional projects, products, or services to TAG beyond the budget outline shown above. TAG agrees to accept such assignments upon written authorization from both the South Padre Island Convention & Visitors Bureau Director and Convention & Visitors Advisory Board.
4. TAG shall perform the above services as defined in Detail A (Scope of Work) and Detail B (Digital Development), attached hereto and incorporated for all purposes, in connection with the planning, preparing and placing of advertising/community outreach/promotions and other marketing communications to sell the overall experience of South Padre Island and to stimulate overnight lodging. TAG will be compensated for services rendered in accordance with Detail A (Scope of Work).
5. TAG will present cost estimates for individual projects over \$1,500 for the City's review and approval prior to beginning work on projects. These estimates detail all costs and reflect a plus or minus 10% contingency factor in addition to any specifically stated contingency. If changes and/or additional unforeseen services/costs are necessary to complete a job, a change order will be issued to the City's for review and approval.
6. All purchases of production materials, locations fees and engagement of talent with respect to

the advertising of the City's products shall be subject to prior approval. If the City should direct TAG to cancel and/or terminate any previously authorized purchase or project, the City will pay TAG for services rendered **and for hard costs associated with current projects or media vendors in alignment with industry standard cancellation payment periods.**

7. TAG warrants and represent to the City that in purchasing any materials or services for your account, we shall exercise due care in selecting suppliers and make every effort to obtain the lowest price for the desired quality of materials or services. In every circumstance appropriate, TAG shall obtain multiple competitive bids.
8. It is the intention of the City that proceeds from the hotel occupancy tax are available to pay for the work reflected in this Agreement. If during a fiscal year, hotel occupancy tax collections vary more than ten percent from the expectations on which the applicable budget of this Agreement is based, the City shall send TAG written notice of how the City proposes to adjust the budget and Agreement accordingly. If TAG agrees with the proposed adjustments, TAG will adjust budget levels in a reasonable time period notwithstanding all fees incurred at the time of notice. It is not intended that the Agreement should be adjusted if there are adequate funds available in the reserve fund to continue to pay for the work; provided, however, that once the available tax collections and any available money in such reserve funds have been spent, then no further money shall be available or paid by the City.
9. The term of this Agreement shall commence on October 4, 2019 for a period of one year and may be renewed annually thereafter. City will provide written notice of intent to renew at least 90 days prior to the end of each renewal period. This Agreement may be terminated by either party at any time without cause upon written notice of such intention given ninety (90) days in advance. Notices shall be deemed given on the day of mailing or in case of notice by fax or email, on the day it is transmitted. The rights, duties and responsibilities of TAG shall continue in full force during the period of notice, including the ordering and billing of advertising in print media whose closing dates fall within such period and the ordering and billing of advertising in broadcast media where the air dates fall within such period.
10. Any advertising, merchandising, packaging and similar plans and ideas prepared by TAG and submitted to the City (whether submitted separately or in conjunction with or as part of other material) but not used by the City, shall remain the City's property provided that TAG is compensated for its development. The City agrees to return to TAG any copy, art work, files or any other physical embodiment of the creative work relating to such ideas or plans, (which may be in the City's possession upon termination) that have not been paid for at that time.
11. TAG is authorized to purchase media on the City's behalf, with advance approval. Compensation for services, terms of payment and responsibility for payment are found in Detail A (Scope of Work). Provided TAG has been paid the full amount for a specific media contract by the City, TAG will be responsible for payment to the Media Provider. However, in the event the City has not paid TAG for a specific media contract or contracts, payments due for those services entered into on behalf of the City by TAG are guaranteed by the City and will be paid by the City.

12. TAG may list any work done on behalf of the City that is publicly available and not confidential in nature, whether online or in print or any other media. Listing may include one or more images of the creative work, website or website page, a description of services provided and/or summary of features implemented by TAG, as well as hyperlinks to and/or web address for the listed website or website page.
13. Upon termination of this contract, TAG shall transfer, assign and make available to the City, all property, materials and Work Product in TAG's possession or control belonging to and paid for by the City, under rates found in Detail A (Scope of Work). Furthermore, the City recognizes that talent contracts with members of certain labor unions or guilds generally cannot be assigned except to signatories to the collective bargaining agreements governing the services rendered by such talent. Upon termination, no rights or liabilities shall arise out of this Agreement, regardless of any plans which may have been made for future advertising, except that any non-cancelable contracts made on the City's authorization and still existing at termination hereof, which contracts were not paid or could not be assigned by TAG to the City or someone designated by the City, shall be carried to completion by TAG and paid for by the City in the manner described in Detail A (Scope of Work).

For purposes of this section, Work Product means all service, materials, reports and other products, including the following:

- a. website content code, photos and videos; and
- b. creative materials, including ads, collateral materials, brochures, flyers, photography; and
- c. all copy including public relations, blogs, advertising, scripts, photography; and
- d. all databases and content including Agile contact lead database; and
- e. all other work product or work materials produced for the City as described in Detail A and Detail B.

14. TAG shall maintain general liability insurance, including "personal and advertising injury" with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate, during the term of this Agreement.
15. All notices given under this Agreement will be sent by certified mail to the following:

As to: City of South Padre Island  
 Randy Smith, City Manager  
 4601 Padre Blvd  
 South Padre Island, TX 78597  
 956-761-6456  
 FAX: 956-761-3888

As to: The Atkins Group  
 Steve Atkins, President  
 501 Soledad Street  
 San Antonio, TX 78205  
 210-444-2500  
 FAX: 210-824-8326

And copy to: City of South Padre Island  
 Executive Director - Convention and Visitors Bureau  
 7355 Padre Blvd  
 South Padre Island, TX 78597

16. The Atkins Group is an independent contractor. Nothing in this Agreement is intended, nor should be construed to create a relationship of principal and agent, joint venture, partnership, or any relationship other than that of independent contractors, contracting with each other solely with respect to the performance of those services, which are the subject matter of this Agreement.

17. This Agreement, which includes Detail A and B attached hereto and incorporated herein by reference for all purposes, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein shall be valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. In the event of conflict between the Agreement and Proposal, the Agreement shall control.
18. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.
19. The validity of this Agreement, any of its terms or provisions, as well as, the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties agree that it is performable in Texas and that exclusive venue shall be in Cameron County, Texas.
20. This Agreement is entered into subject to the charter and ordinances of the City as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and state laws. TAG shall make any and all reports required in accordance with federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service as required in accordance with TAG's income.
21. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
22. TAG acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interest and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of executing this Agreement, a representative of TAG will execute the Conflict's Disclosure Statement.
23. Nothing in this Agreement shall be as a waiver of the City's governmental immunities. In accordance with Texas Government Chapter 2270, by signing the Contract, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

Entered into an Agreement as of October 4, 2019.

\_\_\_\_\_  
 The Atkins Group  
 Steve Atkins, President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City of South Padre Island  
 Randy Smith, City Manager

\_\_\_\_\_  
 Date

**Detail A - Scope of Work  
Between the City of South Padre Island and The Atkins Group**

We have formed an Agreement that gives us the opportunity to work with you to help shape your brand, enhance your reputation and grow your business based upon your goals.

This Agreement is detailed by the elements of the scope of work listed below. These apply to the year of service covering FY 2019/2020. Subsequent years will be further defined and mutually agreed on an annual or other basis:

**1. Creative & Content Services**

**\$194,200**

Agency creative services, production and traffic management includes all time associated with determining the best creative strategies for print, collateral, broadcast, digital and other online marketing outreach, as well as producing all campaign materials and assets needed to fulfill the brand campaign, various creative projects and the media plan. This includes concept development, art direction, design, layout and production management, as well as digital strategy and development for projects associated with overall brand campaign and to fulfill creative assets as per the media plan. Content development involves creative work like copywriting or graphics and run in parallel with the brand campaign. Our content strategy and implementation plan will cross all owned publishing.

**2. Account Services**

**\$162,000**

As an extension of your staff, the account service team provides day-to-day management to maintain a clear understanding of your objectives, strategic direction, brand growth and maintenance requirements. This team will maintain ongoing communications, participate in planning meetings, assists with board/staff communication and others when appropriate and on an ongoing basis, prepare and submit to you for advance approval estimates of costs for recommended projects and programs, report and coordinate projects, keeping you informed of schedules, changes to scope and any other relevant information.

**3. Production & Editing**

**\$120,000**

This production budget allocation will be used for any costs associated with production of campaign materials including photography, video/audio production, talent usage rights, VO/music, editing, printing, etc. We negotiate hard with vendor partners to get the most favorable quotes, while maintaining the quality level the South Padre Island brand deserves.

**4. Advanced Analytics & Reporting**

**\$24,800**

TAG will provide high levels of analytics that use detailed data from digital tracking, media impressions, public relations and other forms of research to develop insightful reports that paint a clear picture of not only what's been done, but how it is performing by campaign by objective. Moreover, this monitoring and analysis is being done on an ongoing basis so that mid-month course corrections are possible, allowing content to adjust and tune to perform at optimal levels. The result of our Advanced Analytics and Reporting is greater utilization of resources and improved program performance. Monthly summary reports are rolled into quarterly full reports, formatted to present to all necessary stakeholders in City leadership.

**5. Public Relations**

**\$96,000**

A crucial component of the South Padre Island marketing plan will be public relations and the extended reach available through the strategic use of proactive "earned" media. By understanding

objectives and alignment with the overall brand, The Atkins Group will implement a comprehensive regional and national public relations strategy to create favorable media coverage and extended relationships that will lead to positive gains in visitation and per capita spending by visitors. This includes development of media relations toolkit, comprehensive media list/database, editorial calendars, PR plan/roadmap and an aggressive regional and national media relations and news distribution program including proactive pitching.

**6. Social Media Strategy & Management \$12,000**

We will continue development of a social media program that is unified with the South Padre Island overall marketing plan. Our program will evolve this year to work with your internal team on social efforts in a support and coaching role, as well as add additional bandwidth as needed for special projects.

**7. Website Maintenance & Digital Development \$60,000**

Our technology services will support this effort continually evolve the marketing platforms we've built together. Through our managed services program, we'll assist with ongoing training and support to your team, as well as assist with ongoing feature and functionality development. Additionally, we'll provide periodic SEO optimizations to ensure the website and its content are performing at peak opportunity.

**8. Media Research, Planning & Placement \$2,325,000**

The paid channels team works on an ongoing basis to understand the audiences, reach and budget objectives for each assignment, and through the use of media research tools, an approach and plan will be developed using a variety of paid channels. This includes creation of an annual plan noting key seasonal shifts and targeting the leisure and groups/meetings audiences, and ongoing research and evaluation of various media opportunities. We will negotiate on your behalf, using our experience and buying leverage, to yield the best rates and value-added possible, and order the space, time or other means to be used for your advertisements. This includes invoice reconciliation and reporting. Media is paid by the commission for media placed with 12.5% yield (this is calculated using the advertising industry standard multiplier of 1.1429 to yield 12.5% margin on the net media cost). Media is billed to you when the media is placed, meaning the time when the outlet has reserved the media for your use.

**Hourly Costs by Job Function**

The following hourly costs for each job description were utilized to form the overall budget plan as outlined in contract item #2. The budget line items as defined previously contain all costs within the defined budget plan total. The only application of additional hourly charges will come if new projects are defined and authorized from both the South Padre Island Convention & Visitors Bureau Director and Convention & Visitors Advisory Board.

Concept and Design	\$175
Copywriting	\$150
Art Direction	\$125
Production Art	\$95
Traffic	\$95
Account Supervision	\$150
Account Coordination	\$125
Analytics Supervision	\$150
Analytics Coordination	\$125

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Public Relations Director	\$150
Public Relations Writing	\$125
Media Planning	\$175
Media Buying	\$150
Media Coordination	\$95
Social Media	\$150
Digital Design/Senior Programming	\$150
Programming	\$125
Account Supervision – principal	\$195
Strategic Planning – principal	\$225

**Travel Reimbursement**

TAG will submit approved travel dates for any business related meetings, production activities, event promotion activities, etc. Time will be billed to the City at one half the hourly cost for the individuals involved. Travel Expenses and Per Diem will be charged as follows:

Automobile Transportation

Travel by company or private automobile will be reimbursed at the then-allowable IRS rate. Mileage, as well as any parking, tolls or other travel-related expenses will be reimbursed.

Commercial Carrier Travel (out of town)

Every effort will be made to secure the most time and cost efficient mode of travel. TAG will purchase at the lowest fares available within the planning timetable. If schedule changes are required by client, any adjustment to the fare will be added. If travel is cancelled and TAG is able to reuse funds on a previously purchased ticket, that cost will be credited to the City, less any anticipated change fees. If it is a non-refundable/non-reusable ticket, the City will be billed for the fare. Commercial Carrier Travel receipts will be provided for reimbursement with no markup.

Rental Vehicles

Every effort will be made to secure the lowest rate possible for comfortable and secure transportation, including utilizing an available corporate rate available through TAG or the City when available. Actual rental car receipts along with parking, toll and fuel receipts will be provided for reimbursement with no markup.

Lodging

Every effort will be made to secure the lowest rate possible for comfortable and secure lodging, including utilizing an available corporate rate available through TAG or the City when available. Actual hotel receipts (including parking fees, if necessary), will be provided for reimbursement with no markup.

Meals

A per diem rate of \$65 per day, per person, will be charged for meals and any incidentals. For billing purposes, a day consists of time away from the corporate office during regular business hours. This will be charged in conjunction with travel and does not necessarily require an overnight stay.

**Fees at Termination**

Upon termination, we will transfer, assign and make available to you, all property and materials in our possession or control belonging to and paid for by you, to be carried to completion by



TAG and paid for by City at the then-current Hourly Fee Schedule rates. If requested and reasonably possible, an estimate will be provided prior to starting the services. Payment for services when estimated will be due and payable 50% at commencement and the actual balance prior to delivery of requested materials, releases, etc. If no estimate is requested, we will progress bill at appropriate points in the process, with final balance due prior to delivery of requested materials, releases, etc.

**Miscellaneous Expenses**

You agree to reimburse us for delivery fees and other reasonable and necessary expenses incurred on your behalf.

**Payment terms**

Our monthly billing terms are Net 30 Days. A finance charge of 1.5% per month (18% annually) will be billed on balances 30-days or more past invoice date. Limited to a maximum of \$10,000 in a fiscal year.

**Detail B - Digital Development  
Between the City of South Padre Island and The Atkins Group**

Creation and modifications of websites (desktop, mobile and responsive), applications and any/all other digital assets involves creation of code and other elements, most of which are created specifically for the need, but some are obtained from other sources. Because these circumstances are specific to digital development, the following apply.

**OWNERSHIP OF SOFTWARE AND OTHER CONTENT**

1. *Definitions.*
  - a. "Reusable Elements" means software tools and code, informational content, graphic elements and any other content that we have created or acquired and/or will during the course of the Agreement create, acquire and/or improve that are reusable or are useful for one or more other products, tasks and projects and for which we own all right, title and interest;
  - b. "Third Party Elements" means software tools and code, informational content, graphic elements and any other content under which we do not own the entire right, title and interest; and
  - c. "Client Specific Elements" means software tools and code, informational content, graphic elements and any other content (1) other than specified in subsections 1(a) or 1(b) and (2) specifically identified as such in the particular Project Estimate under which it is created and delivered.
2. *Reusable Elements.* City agrees that all Reusable Elements are or will be our exclusive property. Except as otherwise expressly provided in one or more relevant Project Estimates, upon payment of amounts due to us with regard to each Estimate, TAG grants to City a non-exclusive, worldwide, perpetual, irrevocable and fully paid up license to use, modify, adapt and otherwise exploit such Reusable Elements solely for use with the deliverables under such Project Estimate and derivatives of such deliverables.
3. *Third Party Elements.* City agrees that all rights of use and ownership in, to and under Third Party Elements shall be governed exclusively by the third party terms of use or other agreement under which such Third Party Elements are acquired.
4. *Client Specific Elements.* Upon payment of all amounts due to us with regard to each Project Estimate, Client Specific Elements under such Estimate belong to City, to the fullest extent permitted under the U.S. copyright laws, a work-made-for-hire for City. To the extent that any such Client Specific Elements are not a work-made-for-hire, such Client Specific Elements (including, as applicable, the binary code and source code) are hereby assigned to City.
5. *Facilitation.* Each party agrees to provide, at the other party's expense, any documents reasonably necessary or useful to vest in each party its respective intellectual property under this Detail. Additionally, City hereby grants to TAG a non-exclusive and non-transferable license to access and use your computer and network systems and proprietary software and to use any software tools and code, informational content, graphic elements

and any other content of your as reasonably required for us to carry out our obligations under this Agreement.

6. *No Other Rights.* Except as expressly stated in this Agreement, each party retains its own rights. No rights are created or transferred by implication.

7. *Warranties and Indemnity*

a. *Agency Warranties.* We warrant: (a) that it has all required corporate authority to execute and perform this Agreement; and (b) that any original creation by us provided or to be provided under this Agreement does not and will not infringe or violate any valid third party patent right, trademark or service mark right, right of likeness or publicity, right of privacy, copyright or trade secret right in the United States.

b. *Client's Warranties.* You warrant: (a) that it has all required corporate authority to execute and perform this Agreement; and (b) that any material and/or content furnished or to be furnished under this Agreement, including, without limitation, any third party product or service required for performance by us of Services under any Estimate, does not and will not infringe or violate any valid third party patent right, trademark or service mark right, right of likeness or publicity, right of privacy, copyright or trade secret right in the United States.

c. *Warranty Exclusion.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. *Indemnification.* To the extent permitted by law, City shall indemnify TAG at all times after the effective date of this Agreement against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, penalty or other charge, including reasonable legal fees and the cost of enforcing this indemnity, arising out of or relating to any one or more of the following: (a) breach by you of any warranty set forth in this Agreement; (b) any claim, action, suit or proceeding made or brought by a third party based in whole or in part upon, or arising out of or relating to, performance by us of any Service; or (c) negligence, fraud or willful misconduct of Client.

TAG shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting from constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Agreement and/or arising out of a willful or negligent act or omission of TAG, its officers, agents, and employees.

9. *DISCLAIMER OF DAMAGES AND LIMITATIONS OF LIABILITY*

a. *The City of South Padre Island is entitled to all remedies available by law.*

*Stale Claims for Quality of Work.* We are not liable in any amount for any claim by you based upon, or arising out of or relating to, any objection by you to the quality of any Service performed or deliverable provided by us unless written notice of the objection is provided by you to us within 60 days following the date of performance or delivery.

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

**MEETING DATE:** August 7, 2019  
**NAME & TITLE:** Jesse Arriaga, Transit Director  
**DEPARTMENT:** Transit Department

**ITEM**

Discussion and action to approve a budget amendment in the amount of \$156,836 to reallocate funds in the Transit department.

**ITEM BACKGROUND**

This budget amendment is needed to transfer funds to the Island Metro program from funds originally budgeted for the Metro Connect program.

**BUDGET/FINANCIAL SUMMARY**

Decrease line item 30-591-0010-01 (Exempt) by \$48,000  
Increase line item 30-591-0010-04 (Non-Exempt Maintenance) by \$36,000  
Increase line item 30-591-0040 (Temps) by \$100,000  
Increase line item 30-591-0010-02 (Non-Exempt) by \$10,000  
Increase line item 30-591-0010-03 (Non-Exempt Adm) by \$58,836  
Decrease line item 30-595-0010-02 (Non-Exempt) by \$149,000  
Decrease line item 30-595-0040 (Temps) by \$7,836

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Recommend approval.

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

**MEETING DATE:** August 7, 2019  
**NAME & TITLE:** Jesse Arriaga, Transit Director  
**DEPARTMENT:** Transit

**ITEM**

Discussion and action to approve an amendment for project grant agreement BBF (Bus and Bus Facilities) 1901 in the amount of \$53,753 and authorize City Manager to enter grant agreement.

**ITEM BACKGROUND**

The City's Transit Department applied for and received \$53,753 in Bus and Bus Facilities Funds for one year to provide deviated fixed route transportation service throughout the rural transit district service area. The original project description was for the purchase of one bus. TxDOT is now separately funding rural fleet replacement, so we will use the funds for new bus stop benches, signage, and poles. We also received a contract extension for November 30, 2019. This project is necessary to continue current level of service and to improve and enhance future services in our rural service area.

**BUDGET/FINANCIAL SUMMARY**

Funds are expected to be expended by November 30, 2019.

**COMPREHENSIVE PLAN GOAL**

Chapter II. Mobility

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

Objective 1.1: Develop an efficient, high quality, multimodal system that balances all transportation needs.

Strategy 1.1.2.8: The City should explore the feasibility of a multi-use facility that may serve as a new transit vehicle storage facility for the WAVE and a public parking garage, along with mixed retail, office, and upper floor living uses. The facility may also serve as a center for taxicab, pedicab, and water ferry operations, a commuter service, and tour operators.

GOAL 2: The City shall provide quality and professional transportation system to the public

Objective 2.1: Transportation infrastructure shall be planned well in advance of development to ensure orderly and timely improvements as the mobility and access needs continue to increase.

Objective 2.2: The appearance of transportation system including street rights-of-way should contribute to the character of the City.

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve to continue current level of transit services and to improve and enhance future services in our rural service area.

20-2

PGA: PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT  
SUBRECIPIENT: South Padre Island, City of  
FAIN: TX-2018-045-00  
CFDA #: 20.526  
TXDOT PROJECT #: BBF 1901 (21) 45  
PROJECT ID #: 51003012119  
MASTER GRANT AGREEMENT #: MGA-2017-2021-SPI-099  
FEDERAL TRANSIT ADMINISTRATION  
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

**PUBLIC TRANSPORTATION  
PROJECT GRANT AGREEMENT  
AMENDMENT # 1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and South Padre Island, City of, called the "Subrecipient".

**WITNESSETH**

**WHEREAS**, the State and the Subrecipient executed a project grant agreement on Sep 24 2018 10:25AM; and,

**WHEREAS**, it has become necessary to amend that project grant agreement;

**NOW THEREFORE**, the State and the Subrecipient do agree as follows:

**AGREEMENT**

**1. Description of Amended Items**

This amendment revises the project budget by adding Acquisition – Miscellaneous ALI 11.32.20 and transferring \$53,753 from Replace - Bus <30' ALI 11.12.04 to Acquisition - Miscellaneous ALI 11.32.20. Attachment B, Project Budget, hereto attached, shall replace the Project Budget page in said agreement.

This amendment extends the end date shown in ARTICLE 1. GRANT TIME PERIOD of the grant agreement to November 31, 2019.

All other provisions of the original project grant agreement not amended are unchanged and remain in full force and effect. This amendment becomes effective on the later date of full execution by both parties.

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**2. Incorporation of Master Grant Agreement (MGA) Provisions**

This amendment incorporates all of the governing provisions of the MGA in effect on the date of final execution of this amendment, unless an exception has been made by the terms of this PGA.

**3. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Subrecipient in duplicate.

**THE SUBRECIPIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

Public Transportation Coordinator  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**List of Attachments**

- A – Approved Project Description
- B – Project Budget

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**ATTACHMENT A**  
**APPROVED PROJECT DESCRIPTION**

Funds will be used for rural area transit capital project(s).

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**ATTACHMENT B  
PROJECT BUDGET**

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Replace - Bus <30' - 11.12.04	Gasoline						\$0		80/20	0
2	Acquisition - Miscellaneous - 11.32.20		47	\$26,320				\$26,320	X	80/20	5,264
3	Acquisition - Miscellaneous - 11.32.20		61	\$4,087				\$4,087	X	80/20	817
4	Acquisition - Miscellaneous - 11.32.20		3	\$23,346				\$23,346	X	80/20	4,669
<b>Totals:</b>				\$53,753	\$0	\$0	\$0	\$53,753			10,751

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

**MEETING DATE:** August 7, 2019

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

**DEPARTMENT:** Public Works Department

**ITEM**

Discussion and action to approve Kimley-Horn Change Order No. 2 in the amount of \$41,371.68 for Side Street Improvements (Phase I) and approve budget amendment for same amount.

**ITEM BACKGROUND**

The 2018 Street Reconstruction project consists of improving eight side streets on the East side of Padre Boulevard. The streets are East Verna Jean Drive, East Polaris Drive, East Jupiter Lane, East Venus Lane, East Lantana Street, East Atol Street, East Sunny Isle and East White Sands Street.

On March 7, 2018, City Council approved to award the contract to the lowest bidder, REIM Construction, Inc.

This Change Order is for additional quantities primarily to improve the driveway grades, removing the existing sidewalk along Polaris Drive that was not ADA compliant and adjustment of various other items on all the streets.

All Streets:

- Additional concrete residential driveway to improve driveway grades along with eliminating existing driveway cracking that was occurring at property lines.
- Decrease in City logo stamped concrete

Verna Jean:

- Additional valve & cleanouts required that were found during construction.

Polaris Drive:

- Additional 2' concrete valley gutter used in lieu of Type II curb and gutter due to a resident's request to not block a driveway used for a boat and trailer. Extra valley gutter was used as well to alleviate an issue with SeaScape condos. 4" concrete sidewalk that was reconstructed because the existing sidewalk was not ADA compliant along the Stripes gas station.

Venus Lane:

- 6" concrete paving due to varying site conditions, extra concrete was needed.
- Additional 4" concrete sidewalk was used to reroute sidewalk to connect to existing ramp, due to a utility pole that was installed after plans were created.

Lantana Street:

- Additional 4" concrete sidewalk due to the City's guidance to fill area between the first two driveways on the north with concrete during construction.
- TY II curb & gutter used in lieu of 2' concrete valley gutter at one location.

Atol Street:

- TY II curb & gutter used in lieu of 2' concrete valley gutter at one location.

Sunny Isle

- TY II curb & gutter used in lieu of TY II concrete curb at one location.

White Sands Street:

- Removal of existing signs that weren't present when survey was performed.
- 3' box drain, additional ditch grading and revegetation to maintain positive drainage after additional pavement elevations were provided by the Contractor.
- Updated two driveways to be brick driveways instead of concrete to match what was existing.
- Striping was done to meet City's desire to have parking on some of the street.

West Palm Street:

- Concrete valley gutter and TY II curb & gutter in parking bays in lieu of TY II concrete curb as per City's request during construction.
- Additional concrete sidewalk was added to connect driveway at the hotel to connect to Padre Boulevard.
- Striping to provide parking along street per the City's request.

State law allows change orders up to 25% increase or decrease of the original contract amount. Including this change order the cumulative increase amount is 12.6% and this change order would account for 2.9% increase.

**BUDGET/FINANCIAL SUMMARY**

The current unencumbered balance of the Tax Notes Series 2016 is \$367.79; which will leave a balance of \$41,003.99 to be paid.

This balance will be paid by transferring funds from three departments:

- \$30,000 from Special Projects (balance of CM executive research)
- \$5,000 from Fleet (PD fuel)
- \$6,003.99 from HR (Tuition)

These transfers will require the following accounts to be adjusted accordingly:

Decrease line item 01-572-0530 by \$30,000

Decrease line item 01-540-0104-01 by \$5,000  
Decrease line item 01-516-0514 by \$6,003.99  
Increase line item 01-543-1009 by \$41,003.99

**COMPREHENSIVE PLAN GOAL**

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

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Recommend approval.



## Construction Contract Change Order Request Form

<b>Engineer:</b> Kimley Horn and Associates PO Box 951640 Dallas, TX 75395-1640  Phone No.: 972-770-1386	<b>Owner:</b> City of South Padre Island 4601 Padre Blvd South Padre Island, TX 78597  Phone No.: 956-761-8159	<b>Contractor:</b> REIM Construction, Inc. 9612 N. Stewart Rd. Mission, TX 78573  Agreement Date: 2/21/18 Phone No.: 956-580-2675
<b>Project No.:</b> <b>Project Description:</b> South Padre Island Street Reconstruction		<b>Change Order No.:</b> 2  <b>Date:</b> 7/9/19
<b>Reason for Request:</b>  <b>All Streets:</b> <ul style="list-style-type: none"> <li>• Additional concrete residential driveway to improve driveway grades along with eliminating existing driveway cracking that was occurring at property lines.</li> <li>• Decrease in stamped concrete decals</li> </ul> <b>Verna Jean:</b> <ul style="list-style-type: none"> <li>• Additional valve &amp; cleanouts required that were found during construction</li> </ul> <b>Polaris Drive:</b> <ul style="list-style-type: none"> <li>• Additional 2' concrete valley gutter used in lieu of Type II curb and gutter due to a resident's request to not block a driveway used for a boat and trailer. Extra valley gutter was used as well to alleviate an issue with SeaScape condos. 4" concrete sidewalk that was reconstructed because the existing sidewalk was not ADA compliant along the Stripes.</li> </ul> <b>Venus Lane:</b> <ul style="list-style-type: none"> <li>• 6" concrete paving due to varying site conditions extra concrete was needed.</li> <li>• Additional 4" concrete sidewalk was used to reroute sidewalk to connect to existing ramp, due to a utility pole that was installed after plans were created.</li> </ul> <b>Lantana Street:</b> <ul style="list-style-type: none"> <li>• Additional 4" concrete sidewalk due to the city's guidance to fill area between the first two driveways on the north with concrete during construction.</li> <li>• TY II curb &amp; gutter used in lieu of 2' concrete valley gutter at one location</li> </ul> <b>Atol Street:</b> <ul style="list-style-type: none"> <li>• TY II curb &amp; gutter used in lieu of 2' concrete valley gutter at one location</li> </ul> <b>Sunny Isle</b> <ul style="list-style-type: none"> <li>• TY II curb &amp; gutter used in lieu of TY II curb at one location</li> </ul> <b>White Sands Street:</b> <ul style="list-style-type: none"> <li>• Removal of existing signs that weren't present when survey was performed</li> <li>• 3' box drain, additional ditch grading and revegetation to maintain positive drainage after additional pavement elevations were provided by the Contractor</li> <li>• Updated two driveways to be brick driveways instead of concrete to match what was existing.</li> <li>• Striping was done to meet city's desire to have parking on the some of the street.</li> </ul> <b>West Palm Street:</b> <ul style="list-style-type: none"> <li>• Concrete valley gutter and TY II curb &amp; gutter in parking bays in lieu of TY II curb as per city's request during construction.</li> </ul>		

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- Additional concrete sidewalk was added to connect driveway at the hotel to connect to Padre Boulevard.
- Striping to provide parking along street per the city's request.
- Striping arrows for turning movements at Padre Blvd intersection.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
	Total cost of change order items as listed in attached list		\$41,371.68
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$1,444,900.90	Original Contract Time:	150 days
Previous Change Order(s): No. 1 to No. 4	<\$141,256.30>	Net Change From Previous Change Orders:	45 days
Contract Price Prior to this Change Order:	\$1,586,157.20	Contract Time Prior to this Change Order:	195 days
<b>Net Increase/Decrease of this Change Order:</b>	<b>\$41,371.68</b>	<b>Net Increase/Decrease of this Change Order:</b>	<b>0 days</b>
Contract Price With all Approved Change Orders:	\$1,627,528.88	Contract Time With all Change Orders:	195 days
Cumulative Percent Change in Contract Price (+/-): 12.6 %		Current Construction Contract End Date: (mm/dd/yy)	2/1/2019
Construction Contract Start Date: (mm/dd/yy)	4/19/2018	New Construction Contract End Date: (mm/dd/yy)	2/1/2019

This Change Order Request is not valid until approved by the City Council.

**RECOMMENDED:**

By: Brian [Signature]  
ENGINEER

Date: 7/9/19

**APPROVED:**

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

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

**ACCEPTED:**

By: [Signature]  
CONTRACTOR

Date: 7/9/19

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PROJECT: 2018 Street Reconstructions

CITY: South Padre Island

BID TABS COMPARISON

**Kimley»Horn**

REIM CONSTRUCTION, INC.  
9512 STEWART RD  
MISSION, TX 78573

ITEM CODE	DESCRIPTION	UNIT	QUANTITY ADJUSTMENT	Unit Price on Bid Form	Cost Adjustment
<b>VERNA JEAN DRIVE</b>					
8	Concrete Residential Driveways	S.Y.	106	\$ 49.00	\$ 5,194.00
9	Concrete Sidewalk	S.Y.	-16.28	\$ 45.00	\$ (732.60)
10	Stamped Concrete Decal	Ea.	-5	\$ 40.00	\$ (200.00)
12	Adjust Valve & Cleanout	Ea.	2	\$ 135.00	\$ 270.00
				<b>VERNA JEAN DRIVE TOTAL</b>	<b>\$ 4,531.40</b>
<b>POLARIS DRIVE</b>					
7	Concrete Residential Driveways	S.Y.	27.06	\$ 49.00	\$ 1,325.94
8	2' Concrete Valley Gutter	L.F.	116.5	\$ 19.25	\$ 2,242.63
9	Concrete Curb and Gutter (Type II)	L.F.	-1.35	\$ 11.75	\$ (1,586.25)
10	Concrete Sidewalk	S.Y.	100	\$ 45.00	\$ 4,500.00
11	Stamped Concrete Decal	Ea.	-7	\$ 40.00	\$ (280.00)
21	Remove Existing Sign	Ea.	-6	\$ 59.00	\$ (354.00)
				<b>POLARIS DRIVE TOTAL</b>	<b>\$ 5,848.32</b>
<b>JUPITER LANE</b>					
8	Concrete Residential Driveways	S.Y.	97.12	\$ 49.00	\$ 4,758.88
11	Stamped Concrete Decal	Ea.	-2	\$ 40.00	\$ (80.00)
13	Type 7 Pedestrian Ramp	Ea.	-2	\$ 1,250.00	\$ (2,500.00)
				<b>JUPITER LANE TOTAL</b>	<b>\$ 2,178.88</b>
<b>VENUS LANE</b>					
4	6" Concrete Paving	S.Y.	3.61	\$ 57.50	\$ 207.58
7	Concrete Residential Driveways	S.Y.	150.08	\$ 49.00	\$ 7,353.92
10	Concrete Sidewalk	S.Y.	7.78	\$ 45.00	\$ 350.10
11	Stamped Concrete Decal	Ea.	-11	\$ 40.00	\$ (440.00)
				<b>VENUS LANE TOTAL</b>	<b>\$ 7,471.60</b>
<b>LANTANA STREET</b>					
8	Concrete Residential Driveways	S.Y.	83.02	\$ 49.00	\$ 4,067.98
7	2' Concrete Valley Gutter	L.F.	-40	\$ 19.25	\$ (770.00)
8	Concrete Curb and Gutter (Type II)	L.F.	40	\$ 11.75	\$ 470.00
9	Concrete Sidewalk	S.Y.	36.16	\$ 45.00	\$ 1,627.20
10	Stamped Concrete Decal	Ea.	-5	\$ 40.00	\$ (200.00)
				<b>LANTANA STREET TOTAL</b>	<b>\$ 5,195.18</b>
<b>ATOL STREET</b>					
6	Concrete Residential Driveways	S.Y.	6.89	\$ 49.00	\$ 337.61
7	2' Concrete Valley Gutter	L.F.	-26	\$ 19.25	\$ (500.50)
8	Concrete Curb and Gutter (Type II)	L.F.	26	\$ 11.75	\$ 305.50
11	Stamped Concrete Decal	Ea.	-6	\$ 42.75	\$ (256.50)
				<b>ATOL STREET TOTAL</b>	<b>\$ (113.89)</b>
<b>SUNNY ISLE</b>					
8	Concrete Curb and Gutter (Type II)	L.F.	11	\$ 11.75	\$ 129.25
9	Concrete Curb (Type II)	L.F.	-10	\$ 15.25	\$ (152.50)
10	Concrete Sidewalk	S.Y.	0.88	\$ 45.00	\$ 39.60
11	Stamped Concrete Decal	Ea.	-1	\$ 40.00	\$ (40.00)
				<b>SUNNY ISLE TOTAL</b>	<b>\$ (23.65)</b>
<b>WHITE SANDS STREET</b>					
6	Concrete Residential Driveways	S.Y.	-108	\$ 49.00	\$ (5,292.00)
9	Stamped Concrete Decal	Ea.	-9	\$ 40.00	\$ (360.00)
15	Remove Existing Sign	Ea.	2	\$ 59.00	\$ 118.00
ADD	Proposed Ditch	L.F.	179	\$ 9.95	\$ 1,781.05
ADD	Brick Driveways	S.Y.	95.4	\$ 95.50	\$ 9,110.70
ADD	3' Box Drain	Ea.	1	\$ 4,562.97	\$ 4,562.97
ADD	Revegetate Ditch Extension	S.Y.	239	\$ 2.00	\$ 478.00
ADD	Reflective Pavement Marking (White) 4" (Solid)	L.F.	479	\$ 2.00	\$ 958.00
ADD	Reflective Pavement Marking (White) 4" (Solid)	L.F.	560	\$ 2.00	\$ 1,120.00
ADD	Raised Pavement Marking	Ea.	32	\$ 6.50	\$ 208.00
				<b>WHITE SANDS STREET TOTAL</b>	<b>\$ 12,684.72</b>
<b>WEST PALM STREET</b>					
6	Concrete Residential Driveways	S.Y.	63.45	\$ 49.00	\$ 3,109.05
7	Asphalt Driveways	S.Y.	-25	\$ 19.50	\$ (487.50)
8	2' Concrete Valley Gutter	L.F.	55.5	\$ 19.25	\$ 1,068.38
9	Concrete Curb and Gutter (Type II)	L.F.	168	\$ 11.75	\$ 1,974.00
10	Concrete Curb (Type II)	L.F.	-168	\$ 15.25	\$ (2,562.00)
11	4" Concrete Sidewalk	S.Y.	10.56	\$ 45.00	\$ 475.20

21-6



PROJECT: 2018 Street Reconstructions

CITY: South Padre Island

BID TABS COMPARISON



REIM CONSTRUCTION, INC.  
9612 STEWART RD  
MISSION, TX 78573

12	Stamped Concrete Decal	Ea.	1	\$ 40.00	\$ 40.00
ADD	Reflective Pavement Marking (White) 12" (Solid)	L.F.	22	\$ 6.25	\$ 137.50
ADD	Reflective Pavement Marking (White) 4" (Solid)	L.F.	-309	\$ 2.00	\$ (618.00)
ADD	Reflective Pavement Marking (white) 8" (Solid)	L.F.	30	\$ 4.00	\$ 120.00
ADD	Reflective Pavement Marking (white) 24" (Solid)	L.F.	-5	\$ 11.50	\$ (57.50)
ADD	Reflective Pavement Marking (Yellow) 4" (Solid)	L.F.	174	\$ 2.00	\$ 348.00
ADD	Reflective Raised Pavement Markers	Ea.	8	\$ 6.50	\$ 52.00
				WEST PALM STREET TOTAL	\$ 3,599.13
				REIM CONSTRUCTION, INC. TOTAL	\$ 41,371.68

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

**MEETING DATE:** August 7, 2019  
**NAME & TITLE:** Susan Manning, City Secretary  
**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to approve Order of Special Election for Municipalities for November 5, 2019 general election to for the purpose of electing two Council Members (Place 1 and Place 2).

**ITEM BACKGROUND**

As required by State Law and Home Rule Charter, an election will be held on November 5, 2019 to fill the seats of Council Member Place 1 and Council Member Place 2.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

Chapter VII. Governance and Community Relations.  
Goal 1: The City shall maintain a "Home Rule" type of government and allow for a more stable environment for effective decision-making.

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Order of general election.

22-1

ORDER OF ELECTION FOR MUNICIPALITIES  
(ORDEN DE ELECCION ESPECIAL PARA MUNICIPIOS)

An election is hereby ordered to be held on November 5, 2019 for the purpose of: Electing Council Member Place 1 and Place 2.

(Por la presente se ordena que se llevará a cabo una elección el 5 noviembre 2019 con el propósito de:) *elección Consejo lugar miembros 1 y 2.*

Early voting by personal appearance will be conducted each weekday at  
(La votación adelantada en persona se llevará a cabo de lunes a viernes e:)

Municipal Complex Building, 4601 Padre Boulevard, South Padre Island, Texas 78597  
(location) (sitio)

Recommended but not required

between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 21, 2019  
(date)  
(entre las horas de 8:00 de la mañana y las horas de 5:00 de la tarde empezando el 21 de octubre de 2019)  
(fecha)  
and ending on November 1, 2019 (y terminando el 1 de noviembre de 2019)  
(date) (fecha)

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Susan Manning  
(Name of Early Voting Clerk)  
(Nombre del Secretario(a) de la Votación Adelantada)  
4601 Padre Boulevard  
(Address) (Dirección)  
South Padre Island, TX 78597  
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el,  
October 18, 2019 (18 de octubre de 2019).  
(date) (fecha)

Issued this the 7th day of August, 2019.

(Emitida este día 7 de agosto, 2019.)

\_\_\_\_\_  
Council Member Place 1  
(Miembro del Consejo)

\_\_\_\_\_  
Signature of Mayor  
(Firma del Alcalde)

\_\_\_\_\_  
Council Member Place 2  
(Miembro del Consejo)

\_\_\_\_\_  
Council Member Place 3  
(Miembro del Consejo)

\_\_\_\_\_  
Council Member Place 4  
(Miembro del Consejo)

\_\_\_\_\_  
Council Member Place 5  
(Miembro del Consejo)

**Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar immediately after ordering the election.**

(Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes inmediatamente después de ordenar la elección.)

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

**MEETING DATE:** August 7, 2019  
**NAME & TITLE:** Susan Manning, City Secretary  
**DEPARTMENT:** City Manager's Office

**ITEM**

Discussion and action to approve Resolution No. 2019-33 establishing procedures for a general election to be held on November 5, 2019 for the purpose of electing two Council Members (Place 1 and Place 2).

**ITEM BACKGROUND**

Resolution No. 2019-33 establishes the procedures to conduct the general election on November 5, 2019 to elect two council members to fill expiring seats in Place 1 and Place 2.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

Chapter VII. Governance and Community Relations.  
Goal 1: The City shall maintain a "Home Rule" type of government and allow for a more stable environment for effective decision-making.

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Resolution No. 2019-33.

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**RESOLUTION NO. 2019-33**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS ESTABLISHING PROCEDURES FOR A GENERAL ELECTION IN SOUTH PADRE ISLAND, TEXAS ON NOVEMBER 5, 2019, FOR THE PURPOSE OF ELECTING TWO COUNCIL MEMBERS (COUNCIL MEMBER, PLACE 1 AND COUNCIL MEMBER, PLACE 2) FOR 3 YEAR TERMS EACH**

**WHEREAS**, the laws of Texas provide that on November 5, 2019 there shall be a Municipal Election to elect the following officials for this City:

Two (2) Council Members: Council Member, Place 1 and Council Member, Place 2.

WHEREAS, the laws of the State of Texas provide that the Election Code of the State of Texas is applicable to said election and in order to comply with said code, a resolution should be passed establishing the procedure to be followed in said election and designating the voting place for said election.

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

Section 1: All independent candidates for the election to be held on November 5, 2019 for two (2) Council Members (Council Member, Place 1 and Council Member, Place 2), file their applications to become candidates with the City Secretary of the City of South Padre Island at City Hall, 4601 Padre Boulevard, South Padre Island, Texas between July 22, 2019 and August 19, 2019 by 5:00 p.m., and that all of said applications shall be as prescribed by the Texas Election Code.

Section 2: The order in which the names of the candidates for Council Members are to be printed on the ballot shall be determined by a drawing held sometime during the period of August 20-23, 2019 by the City Secretary and/or her designee, as provided by the Texas Election Code.

Section 3: All write-in candidates must also file declarations of write-in candidacy with the City Secretary not later than 5:00 p.m. August 23, 2019, and that all

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said applications shall be on a form as prescribed by the Texas Election Code. A write-in vote may not be counted unless the name written in appears on the list of write-in candidates, and only those candidates who have filed declarations of write-in candidacy are entitled to places on the list of write-in candidates.

Section 4: This City has one election precinct, Precinct 52, and said election shall be held at the following polling place: 4601 Padre Boulevard, South Padre Island, Texas.

Section 5: Kathie Hawkinson will serve as Presiding Judge for election day; Marge Leeman will serve as Alternate Presiding Judge. The clerks for the election will be appointed by the Presiding Judge in a number not to exceed three (3).

Section 6: Chris Huffman will serve as Presiding Judge for the Early Voting Ballot Board (EVBB); Chris Townsend will serve as Alternate EVBB Presiding Judge. The clerks(s) for the EVBB will be appointed by the EVBB Presiding Judge, in a number not to exceed two.

Section 7: The City Council shall set the pay rate for election officials at \$10.00 per hour for clerks and \$15.00 per hour for judges.

Section 8: The poll at the above polling place shall be open from 7:00 a.m. to 7:00 p.m. on said election Day.

Section 9: Susan Manning is hereby appointed Clerk for early voting and in her absence, Marta Martinez will serve as Clerk for Early Voting. The early voting for the above designated election shall be held at City Hall, 4601 Padre Boulevard, South Padre Island, Texas, which shall remain open for at least eight hours on each day, which is not a Saturday, Sunday or an official State holiday. Early voting by personal appearance will be held between the hours of 8:00 a.m. to 5:00 p.m. on October 21, 2019 through November 1, 2019 except Thursday, October 24, 2019 and Thursday, October 31, 2019, on which the hours of Early voting by personal appearance will be from 7:00 a.m. to 7:00 p.m.

Section 10: The mailing address to which ballot applications and ballots by mail may be sent is as follows: 4601 Padre Boulevard, South Padre Island, Texas 78597.

Section 11: Early voting by personal appearance and by mail, and voting on election day shall be by paper ballots. The Early Voting Presiding Judge, the Early Voting Alternate Presiding Judge, and a clerk shall canvass the paper ballots cast during early voting. The Alternate Presiding Judge, or designee and two clerks shall canvass the paper ballots cast on election day.

Section 12: Said election shall be held in accordance with the Election Code of this state, and only resident qualified voters of said City shall be eligible to vote at said election.

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Section 13: The Mayor shall give notice of this election in accordance with the terms and provisions of the Texas Election Code, and all necessary orders and writs for said election shall be issued by the proper authority. Returns of said election shall be made available to the City Council immediately after closing the poll.

Section 14: Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity for the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

Section 15: That this Resolution shall be effective immediately upon adoption.

It is further found and determined that in accordance with the order of this governing body, the City Secretary posted a written notice of the day, place and subject of this meeting on the bulletin board located at the Municipal Complex Building, a place convenient and readily accessible to the general public, and said notice having been so posted and having remained posted and continuously for at least 72 hours preceding the scheduled time of said meeting.

**PASSED, ADOPTED AND APPROVED ON THIS THE 7TH DAY OF  
AUGUST, 2019.**

\_\_\_\_\_  
Patrick McNulty, Mayor

ATTEST:

\_\_\_\_\_  
Susan Manning, City Secretary

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

**MEETING DATE:** August 7, 2019

**EXECUTIVE SESSION**

**ITEM DESCRIPTION**

Pursuant to TEXAS GOVERNMENT CODE, Section 551.072, Deliberations about Real Property; an Executive Session will be held to discuss:

- a. Real estate purchase/acquisition.

24-1