

**CITY OF SOUTH PADRE ISLAND
ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF REGULAR MEETING**

Note: One or more members of the South Padre Island City Council may attend this meeting. If so, this statement satisfies the requirements of the Open Meetings Act

Notice is hereby given that the Economic Development Corporation Board of Directors of the City of South Padre Island, Texas, will hold its **Regular Meeting Tuesday, April 16th, 2019 at 9:00 a.m.** at the Paul Y. Cunningham Jr. City Hall, in the Joyce H. Adams Board Room, 2nd floor, 4601 Padre Blvd., South Padre Island, Texas. Following is the agenda on which action may be taken:

1. **Call to order**
2. **Pledge of Allegiance**
3. **Public Comments and Announcements**
This is an opportunity for citizens to speak to the Board relating to agenda or non-agenda items. Speakers are required to give their name before addressing their concerns. (Note: State law will not permit the Board to discuss, debate, or consider items that are not on the agenda. Citizen comments may be referred to staff or may be placed on the agenda of a future Board meeting)
4. **Approve the Consent Agenda:**
 - 4a. **Approve the Minutes from the Regular Meeting of February 22, 2019**
 - 4b. **Financial Reports for EDC- February and March 2019**
 - 4c. **Financial Reports for Birding and Nature Center- February 2019**
 - 4d. **Birding and Nature Center's Manager's Report and Naturalist's Report-February 2019**
 - 4e. **Approve excused absence for Beverly Skloss from the April 16, 2019 meeting**
5. **Presentation from the Friends of RGV Reef regarding the progress on the Artificial Reef project**
6. **Discussion and possible action regarding a \$25,000 funding request from the Friends of the RGV Reef for a summer deployment of concrete railroad ties to expand the reef**
7. **Discussion and possible action to approve the Bylaws for the 501c3 Art Business Incubator**
8. **Discussion and possible action to approve the Lease Agreement for the 501c3 Art Business Incubator located at 2500 Padre Blvd.**

9. Discussion and possible action regarding a proposal from ED Suite to develop a new EDC website
10. Discussion and possible action to approve transferring the funds from Lone Star Bank to First National Bank of South Padre Island
11. Discussion and possible action to approve the signers on the First National Bank of South Padre Island account as follows:

President Mickey Furcron
Vice-President Gayle Hood
Secretary/Treasurer Thomas Bainter
12. Discussion and possible action to schedule a workshop for the 2019-20 Budget
13. Executive Director's Activity Report
14. Adjournment

We reserve the right to go into Executive Session regarding any of the items posted on this agenda, pursuant to Sections 551.071, Consultation with Attorney; 551.072, Deliberations about Real Property; 551.073, Deliberations about Gifts & Donations; 551.074, Personnel Matters; 551.076, Deliberations about Security Devices; and/or 551.086, 551.087 Deliberation regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1)

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Directors of the City of South Padre Island Economic Development Corporation 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 which will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 12th day of April 2019

SEAL



Darla Lapeyre, Executive Director

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 David Travis, ADA-designated responsible party, at (956)761-8104

**ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEM COVER PAGE**

MEETING DATE: April 16, 2019

ITEM

Approve the Consent Agenda

BACKGROUND

RECOMMENDATIONS/COMMENTS

The Birding Center Board will not meet in April because they met the last week of March. The March and April reports from the BNC will be included in May's Board packet

**CITY OF SOUTH PADRE ISLAND
ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

MINUTES
Regular Meeting
February 22, 2019

1. CALL TO ORDER

A regular meeting of the Board of Directors of the City of South Padre Island Economic Development Corporation was held on Tuesday, February 22, 2019, at the Paul Y. Cunningham, Jr. City Hall, Joyce H. Adams Board Room, 2nd floor, 4601 Padre Blvd., South Padre Island, Texas. President Mickey Furcron called the meeting to order at 9:00 a.m. Other Board members present were Vice-President Gayle Hood, Secretary/Treasurer Thomas Bainter, and Directors Jerry Pace, Kori Marra, and Beverly Skloss. Director Theresa Metty was absent. Also present were EDC Executive Director Darla Lapeyre, Mayor pro tem Ken Medders, Jr., and City Council members Eva Jean Dalton and Kerry Schwartz.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS AND ANNOUNCEMENTS

Vice-President Gayle Hood gave a report on a meeting she and President Furcron went to in Brownsville to meet the Secretary of State, hosted by the Greater Brownsville Incentive Corporation. They briefly discussed the MPO merger and Second Causeway project with him.

4. APPROVE THE CONSENT AGENDA

- 4a. Approve the Minutes from Regular Meeting of January 15th, 2019**
- 4b. Financial Report for EDC-January 2019**
- 4c. Financial Report for Birding and Nature Center-January 2019**
- 4d. Birding and Nature Center's Manager's Report and Naturalist's Report-January 2019**

Item 4c was pulled for discussion. Upon a motion by Tom Bainter and a second from Gayle Hood items 4a, 4b, and 4d were unanimously approved. Beverly Skloss and Kori Marra asked two questions regarding the HalloWings income amount and profit amount since there is such a big discrepancy between the current and previous year. Ms. Lapeyre will get with the Birding and Nature Center President and email them a response. Approval of the report was tabled.

5. DISCUSSION AND POSSIBLE ACTION REGARDING A FEASIBILITY STUDY FOR A MICRO-HOSPITAL ON SOUTH PADRE ISLAND

Upon a motion by Tom Bainter and a second from Gayle Hood the Board unanimously approved the proposal for the feasibility study for a micro-hospital from the Advis Group in the amount of \$16,000 with the condition that an RFP or RFQ is not required.

6. DISCUSSION AND POSSIBLE ACTION REGARDING A FAÇADE IMPROVEMENT GRANT FOR ISLAND FUN PARK

Upon a motion from Kori Marra and a second by Beverly Skloss the Board unanimously approved a façade improvement grant to Island Fun Park in the amount of \$25,000.

7. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE EDC AND RIDLEY HOLDINGS FOR THE ART BUSINESS INCUBATOR

Upon a motion from Tom Bainter and a second by Gayle Hood the Board unanimously approved the Memorandum of Understanding between the EDC and Ridley Holdings LLC.

8. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE ENGAGEMENT LETTER FROM RAMONA KANTACK ALCANTARA LAW FIRM TO CRATE THE BYLAWS AND SET UP THE 501C3 ART BUSINESS INCUBATOR

Upon a motion from Gayle Hood and a second by Tom Bainter the Board unanimously approved the engagement letter from Ramona Kantack Alcantara law firm to set the 501c3 Art Business Incubator.

9. DISCUSSION REGARDING UPGRADES AND MAINTENANCE ON THE EDC WEBSITE

Gayle Hood spoke to the Board about the EDC website maintenance and upgrade. Gayle and Darla are working on improvements and will come back to the Board at a later date with additional information.

10. DISCUSSION AND POSSIBLE ACTION TO APPROVE UPDATING THE SIGNERS ON THE LONE STAR BANK ACCOUNT TO THE THREE OFFICERS OF THE CORPORATION

Upon a motion from Tom Bainter and a second by Kori Marra the Board unanimously approved the signers on the Lone Star Bank account to be the Officers-Mickey Furcron, Gayle Hood, and Tom Bainter.

11. Discussion and possible action to cancel or reschedule the March meeting

Upon a motion from Jerry Pace and a second from Beverly Skloss the Board unanimously voted to cancel the regular March meeting.

12. EXECUTIVE DIRECTOR'S ACTIVITY REPORT

Ms. Lapeyre gave her report including an update on the strategic plan and goals and the Island economic indicators.

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:17 a.m.

S E A L

Darla Lapeyre
Executive Director

APPROVED:

Mickey Furcron
President



Memo

To: South Padre Island Economic Development Corporation Board of Directors
From: Rodrigo Gimenez, Chief Financial Officer
City of South Padre Island
CC: Darla Lapeyre
Date: March 19, 2019
Re: February 28, 2019 Operating Statement

The February 28, 2019 Operating Statement for the South Padre Island Economic Development Corporation as well as the Balance Sheet as of February 28, 2019 are attached for your review. **Transactions summarized in the statements are those processed through the Finance Department of the City.**

The Birding and Nature Center sales are not reflected in these financial statements, since they took their bookkeeping in house in October of 2011.

Sales Tax amounts include the January tax collections sent to the State of Texas in February and distributed to local governments in March. This March allocation payment is accrued for financial statement presentation purposes in the February Operating Statement.

Please contact me at rgimenez@MYSPI.org at your earliest convenience should you have any questions.

**City of South Padre Island
Economic Development Corporation
Balance Sheet
February 28, 2019/2018**

Assets	2019	2018
Cash and Cash Equivalents	\$ 754,402	\$ 777,747
BNC Facility Reserve Cash	62,471	-
Receivables - Sales Tax	43,899	47,606
Revolving Loan Receivable	31,305	41,660
Due From General Fund	-	-
Miscellaneous Receivables	-	-
Prepaid Expenses	-	-
Total Assets	\$ 892,077	\$ 867,013

Liabilities and Fund Balance	2019	2018
Deferred Revenue	\$ 31,305	\$ 41,660
Accounts Payable	-	-
Sales Tax Payable	-	-
Payroll Taxes Payable	-	-
Wages Payable	327	-
Due to General Fund	-	-
Reserved for Encumbrances	-	-
Other Liabilities	-	318
Total Liabilities	31,632	41,978
Fund Balance	860,445	825,035
Total Liabilities and Fund Balance	\$ 892,077	\$ 867,013

City of South Padre Island
Economic Development Corporation
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
February 28, 2019/2018

	2019		2018
	Budget	Actual	Actual
Revenues			
Sales Tax	\$ 813,000	\$ 256,942	\$ 238,675
Revolving Loan Revenue	11,581	3,809	4,583
Grant Revenue	-	1,886	-
Interest Revenue	1,194	5,535	3,922
BNC Expense Reimbursement	-	-	-
Miscellaneous Revenues	10	-	-
Total Revenue	825,785	268,172	247,180
Expenditures			
General Administrative Expenses	703,185	229,333	313,124
BNC Cash Advances	10,000	5,550	-
BNC Maintenance Expenses	45,000	42,194	44,627
BNC Facility Maintenance Reserve	97,600	35,129	-
Total Expenditures	855,785	312,206	357,751
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,000)	(44,034)	(110,571)
Fund Balance - Beginning	904,479	904,479	935,606
Fund Balance - Ending	\$ 874,479	\$ 860,445	\$ 825,035

FUND :80 -ECONOMIC DEVELOPMENT CORP

SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : DEPT 580 - EDC

NOTATION :

ACCOUNT NUMBERS	ACCOUNT DESCRIPTION	EXPENDITURES	ENCUMBRANCES	YEAR TO DATE EXPENDITURES	TOTALS	CURRENT MODIFIED BUDGET	UNENCUMBERED BALANCE	BUDGET PERCENT REMAINING
580-0534-019	BUSINESS RECRUITMENT	0.00	0.00	1,295.00	1,295.00	0.00	(1,295.00)	0.00
580-0534-020	BNC LANDSCAPING PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0540	ADVERTISING	0.00	0.00	3,150.11	3,150.11	3,500.00	349.89	10.00
580-0550	TRAVEL	980.20	0.00	3,291.92	3,291.92	6,000.00	2,708.08	45.13
580-0551	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00
580-0555	PROMOTIONS	750.00	0.00	2,825.00	2,825.00	3,000.00	175.00	5.83
580-0560	RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0576	BEACH RENOURISHMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0599	PROMOTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		2,028.05	0.00	13,107.54	13,107.54	28,300.00	15,192.46	53.68

EQUIPMNT > \$5,000 OUTLAY

580-1001	BUILDINGS & STRUCTUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1003	FURNITURE & FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1004	MACHINERY & EQUIPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1011	INFORMATION TECHNOLO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00

INTERFUND TRANSFERS

580-9470	TRANSFER TO EDC DEBT	32,554.16	0.00	162,770.88	162,770.88	390,650.00	227,879.12	58.33
580-9471	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9476-01	TSF TO BEACH NOURISH	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9483	TSF TO BNC FACILITY	0.00	0.00	97,600.00	97,600.00	97,600.00	0.00	0.00
		32,554.16	0.00	260,370.88	260,370.88	488,250.00	227,879.12	46.67

SPECIAL PROJECTS

580-9175	ELECTION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9178	DESIGNATED PROJECTS	20,600.00	0.00	22,726.50	22,726.50	200,452.00	177,725.50	88.66
580-9178-001	TOMPKINS CHANNEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9181	BNC CASH ADVANCE	0.00	0.00	5,550.00	5,550.00	10,000.00	4,450.00	44.50
		20,600.00	0.00	28,276.50	28,276.50	210,452.00	182,175.50	86.56

DEPARTMENT TOTAL		61,187.53	0.00	332,483.39	332,483.39	810,785.00	478,301.61	58.99
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FUND :80 -ECONOMIC DEVELOPMENT CORP

SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : BNC BUILDING FACILITY

NOTATION :

ACCOUNT NUMBERS	ACCOUNT DESCRIPTION	-- MONTH -- -----		YEAR TO DATE -----		CURRENT MODIFIED BUDGET	UNENCUMBERED BALANCE	BUDGET PERCENT REMAINING
		EXPENDITURES	ENCUMBRANCES	EXPENDITURES	TOTALS			
<u>REPAIR AND MAINTENANCE</u>								
583-0411	BUILDINGS & STRUCTUR	0.00	0.00	1,219.17	1,219.17	0.00	(1,219.17)	0.00
		0.00	0.00	1,219.17	1,219.17	0.00	(1,219.17)	0.00
<u>MISCELLANEOUS SERVICES</u>								
583-0520	INSURANCE	0.00	0.00	40,975.20	40,975.20	45,000.00	4,024.80	8.94
583-0580	ELECTRICITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	40,975.20	40,975.20	45,000.00	4,024.80	8.94
DEPARTMENT TOTAL		0.00	0.00	42,194.37	42,194.37	45,000.00	2,805.63	6.23

FUND :82 -BNC FACILITY MAINTENANCE

SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : BNC BUILDING FACILITY

NOTATION :

ACCOUNT NUMBERS	ACCOUNT DESCRIPTION	-- MONTH -- -----		YEAR TO DATE		CURRENT MODIFIED BUDGET	UNENCUMBERED BALANCE	BUDGET PERCENT REMAINING
		EXPENDITURES	ENCUMBRANCES	EXPENDITURES	TOTALS			
<u>REPAIR AND MAINTENANCE</u>								
583-0411	BUILDINGS & STRUCTUR	0.00	0.00	35,129.17	35,129.17	40,000.00	4,870.83	12.18
		0.00	0.00	35,129.17	35,129.17	40,000.00	4,870.83	12.18
<u>EQUIPMNT > \$5,000 OUTLAY</u>								
583-1001	BUILDINGS & STRUCTUR	0.00	0.00	0.00	0.00	57,600.00	57,600.00	100.00
		0.00	0.00	0.00	0.00	57,600.00	57,600.00	100.00
DEPARTMENT TOTAL		0.00	0.00	35,129.17	35,129.17	97,600.00	62,470.83	64.01



Memo

To: South Padre Island Economic Development Corporation Board of Directors
From: Rodrigo Gimenez, Chief Financial Officer
City of South Padre Island
CC: Darla Lapeyre
Date: April 10, 2019
Re: March 31, 2019 Operating Statement

The March 31, 2019 Operating Statement for the South Padre Island Economic Development Corporation as well as the Balance Sheet as of March 31, 2019 are attached for your review. **Transactions summarized in the statements are those processed through the Finance Department of the City.**

The Birding and Nature Center sales are not reflected in these financial statements, since they took their bookkeeping in house in October of 2011.

Sales Tax amounts include the February tax collections sent to the State of Texas in March and distributed to local governments in April. This April allocation payment is accrued for financial statement presentation purposes in the March Operating Statement.

Please contact me at rgimenez@MYSPI.org at your earliest convenience should you have any questions.

**City of South Padre Island
Economic Development Corporation
Balance Sheet
March 31, 2019/2018**

Assets	2019		2018	
Cash and Cash Equivalents	\$	751,779	\$	768,294
BNC Facility Reserve Cash		61,252		-
Receivables - Sales Tax		51,804		51,532
Revolving Loan Receivable		29,382		40,734
Due From General Fund		-		-
Miscellaneous Receivables		-		-
Prepaid Expenses		-		-
Total Assets	\$	894,217	\$	860,560

Liabilities and Fund Balance				
Deferred Revenue	\$	29,382	\$	40,734
Accounts Payable		-		-
Sales Tax Payable		-		-
Payroll Taxes Payable		-		-
Wages Payable		327		-
Due to General Fund		-		-
Reserved for Encumbrances		-		-
Other Liabilities		-		318
Total Liabilities		29,709		41,052
Fund Balance		864,508		819,508
Total Liabilities and Fund Balance	\$	894,217	\$	860,560

City of South Padre Island
Economic Development Corporation
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
March 31, 2019/2018

	2019		2018
	Budget	Actual	Actual
Revenues			
Sales Tax	\$ 813,000	\$ 308,746	\$ 290,207
Revolving Loan Revenue	11,581	5,733	5,508
Grant Revenue	-	1,886	-
Interest Revenue	1,194	6,909	4,758
BNC Expense Reimbursement	-	-	-
Miscellaneous Revenues	10	-	-
Total Revenue	825,785	323,274	300,473
Expenditures			
General Administrative Expenses	703,185	278,564	371,944
BNC Cash Advances	10,000	5,550	-
BNC Maintenance Expenses	45,000	42,782	44,627
BNC Facility Maintenance Reserve	97,600	36,349	-
Total Expenditures	855,785	363,245	416,571
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,000)	(39,971)	(116,098)
Fund Balance - Beginning	904,479	904,479	935,606
Fund Balance - Ending	\$ 874,479	\$ 864,508	\$ 819,508

FUND :80 -ECONOMIC DEVELOPMENT CORP

SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : DEPT 580 - EDC

NOTATION :

ACCOUNT NUMBERS	ACCOUNT DESCRIPTION	EXPENDITURES	ENCUMBRANCES	YEAR TO DATE EXPENDITURES	TOTALS	CURRENT MODIFIED BUDGET	UNENCUMBERED BALANCE	BUDGET PERCENT REMAINING
580-0534-019	BUSINESS RECRUITMENT	0.00	0.00	1,295.00	1,295.00	0.00	(1,295.00)	0.00
580-0534-020	BNC LANDSCAPING PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0540	ADVERTISING	0.00	0.00	3,150.11	3,150.11	3,500.00	349.89	10.00
580-0550	TRAVEL	0.00	0.00	3,291.92	3,291.92	6,000.00	2,708.08	45.13
580-0551	DUES & MEMBERSHIPS	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00
580-0555	PROMOTIONS	0.00	0.00	2,825.00	2,825.00	3,000.00	175.00	5.83
580-0560	RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0576	BEACH RENOURISHMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0599	PROMOTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		737.21	0.00	13,844.75	13,844.75	28,300.00	14,455.25	51.08

EQUIPMNT > \$5,000 OUTLAY

580-1001	BUILDINGS & STRUCTUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1003	FURNITURE & FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1004	MACHINERY & EQUIPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1011	INFORMATION TECHNOLO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00

INTERFUND TRANSFERS

580-9470	TRANSFER TO EDC DEBT	32,554.16	0.00	195,325.04	195,325.04	390,650.00	195,324.96	50.00
580-9471	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9476-01	TSF TO BEACH NOURISH	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9483	TSF TO BNC FACILITY	0.00	0.00	97,600.00	97,600.00	97,600.00	0.00	0.00
		32,554.16	0.00	292,925.04	292,925.04	488,250.00	195,324.96	40.01

SPECIAL PROJECTS

580-9175	ELECTION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9178	DESIGNATED PROJECTS	10,000.00	0.00	32,726.50	32,726.50	200,452.00	167,725.50	83.67
580-9178-001	TOMPKINS CHANNEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9181	BNC CASH ADVANCE	0.00	0.00	5,550.00	5,550.00	10,000.00	4,450.00	44.50
		10,000.00	0.00	38,276.50	38,276.50	210,452.00	172,175.50	81.81

DEPARTMENT TOTAL		49,230.40	0.00	381,713.79	381,713.79	810,785.00	429,071.21	52.92
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FUND :80 -ECONOMIC DEVELOPMENT CORP

SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : BNC BUILDING FACILITY

NOTATION :

ACCOUNT NUMBERS	ACCOUNT DESCRIPTION	EXPENDITURES	ENCUMBRANCES	YEAR TO DATE EXPENDITURES	TOTALS	CURRENT MODIFIED BUDGET	UNENCUMBERED BALANCE	BUDGET PERCENT REMAINING
<u>REPAIR AND MAINTENANCE</u>								
583-0411	BUILDINGS & STRUCTU	1,219.17	0.00	0.00	0.00	0.00	0.00	0.00
		(1,219.17)	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS SERVICES</u>								
583-0520	INSURANCE	0.00	0.00	40,975.20	40,975.20	45,000.00	4,024.80	8.94
583-0580	ELECTRICITY	1,806.30	0.00	1,806.30	1,806.30	0.00	(1,806.30)	0.00
		1,806.30	0.00	42,781.50	42,781.50	45,000.00	2,218.50	4.93
DEPARTMENT TOTAL		587.13	0.00	42,781.50	42,781.50	45,000.00	2,218.50	4.93

SOUTH PADRE ISLAND BIRDING & NATURE CENTER

03/25/19

Balance Sheet

Accrual Basis

As of February 28, 2019

	Feb 28, 19
ASSETS	
Current Assets	
Checking/Savings	
\$BNC Operating 38458	32,480.98
Cash on Hand	
Cash Box	300.00
Clearing, In-transit	-80.00
Kiosk Cash	1,600.00
Register Drawer	500.00
Total Cash on Hand	2,320.00
SPI BNC MMAcct 38415	13,614.48
Total Checking/Savings	48,415.46
Other Current Assets	
Inventory	
Birds Nest	30,664.52
Wine & Beer	680.26
Total Inventory	31,344.78
Inventory Asset	1,015.87
Total Other Current Assets	32,360.65
Total Current Assets	80,776.11
Fixed Assets	
Accumulated Depreciation	-32,531.00
Boardwalk	40,750.00
Building Improvement	19,562.01
Entrance Gate	37,159.50
Furniture and Equipment	12,210.10
Landscape and Grounds	9,000.00
Total Fixed Assets	86,150.61
TOTAL ASSETS	166,926.72
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,985.21
Total Accounts Payable	11,985.21
Other Current Liabilities	
INSURANCE	
HEALTH	3,719.50
Total INSURANCE	3,719.50
Payroll Liabilities	
FIT and FICA-Medicare	4,463.68
Total Payroll Liabilities	4,463.68
Sales Tax Payable	1,475.44
Total Other Current Liabilities	9,658.62
Total Current Liabilities	21,643.83
Long Term Liabilities	
EDC Loan 270101	29,580.10
Entrance Gate Loan FNB 292226	6,432.79
Total Long Term Liabilities	36,012.89

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03/25/19

Accrual Basis

SOUTH PADRE ISLAND BIRDING & NATURE CENTER

Balance Sheet

As of February 28, 2019

	<u>Feb 28, 19</u>
Total Liabilities	57,656.72
Equity	
Fund Balances	
Board Designated	<u>8,000.00</u>
Total Fund Balances	8,000.00
Unrestricted	94,519.15
Net Income	<u>6,750.85</u>
Total Equity	<u>109,270.00</u>
TOTAL LIABILITIES & EQUITY	<u>166,926.72</u>

SOUTH PADRE ISLAND BIRDING & NATURE CENTER

Profit & Loss Budget vs. Actual

03/25/19

October 2018 through February 2019

Accrual Basis

	Oct '18 - ...	Budget	\$ Over Bu...	% of Bu...
Ordinary Income/Expense				
Income				
ADMISSIONS INCOME				
DISCOUNT ADMISSIONS	702.00	1,000.00	-298.00	70.2%
EXTENDED PASS ADMISSIONS	8,375.00	10,000.00	-1,625.00	83.8%
GENERAL ADMISSIONS	85,196.00	226,510.00	-141,314.00	37.6%
GROUP ADMISSIONS	3,347.00	6,500.00	-3,153.00	51.5%
Total ADMISSIONS INCOME	97,620.00	244,010.00	-146,390.00	40.0%
BUILDING RENTAL INCOME	6,525.00	20,000.00	-13,475.00	32.6%
CONTRIBUTIONS				
CONTRIBUTIONS-GENERAL PUBLIC	160.00			
DESIGNATED				
MONARCH	1,675.00			
DESIGNATED - Other	575.00			
Total DESIGNATED	2,250.00			
DONATIONS				
ANNUAL MEMBERSHIP GIVING				
CORPORATE	0.00	5,000.00	-5,000.00	0.0%
INDIVIDUAL				
REDDISH EGRET	1,500.00			
ROSEATE SPOONBILL	2,000.00			
SANDERLING	250.00			
INDIVIDUAL - Other	0.00	5,000.00	-5,000.00	0.0%
Total INDIVIDUAL	3,750.00	5,000.00	-1,250.00	75.0%
Total ANNUAL MEMBERSHIP GIVING	3,750.00	10,000.00	-6,250.00	37.5%
HABITAT	5,225.00			
HALLO WINGS	12,574.30	20,000.00	-7,425.70	62.9%
SPECIAL EVENTS	0.00	10,000.00	-10,000.00	0.0%
SUMMER CAMP	0.00	1,000.00	-1,000.00	0.0%
W O W E	10,049.00	12,300.00	-2,251.00	81.7%
DONATIONS - Other	8,656.00			
Total DONATIONS	40,254.30	53,300.00	-13,045.70	75.5%
EVENT PARKING	0.00	25,000.00	-25,000.00	0.0%
PARKING GATE	0.00	10,000.00	-10,000.00	0.0%
Total CONTRIBUTIONS	42,664.30	88,300.00	-45,635.70	48.3%
GIFT SHOP INCOME				
CONSIGNMENT SALES	870.99	5,000.00	-4,129.01	17.4%
GIFT SHOP SALES	60,912.49	145,000.00	-84,087.51	42.0%
WINE & BEER SALES	273.80			
GIFT SHOP INCOME - Other	0.00			
Total GIFT SHOP INCOME	62,057.28	150,000.00	-87,942.72	41.4%
Gift Shop Sales				
40201 - Gift Shop Sales	0.00			
Total Gift Shop Sales	0.00			
INTERNET PURCHASES	0.00			
Total Income	208,866.58	502,310.00	-293,443.42	41.6%
Cost of Goods Sold				
COST OF GOODS SOLD				
CONSIGNMENT	495.65	3,000.00	-2,504.35	16.5%
GIFT SHOP	26,794.24	72,500.00	-45,705.76	37.0%
WINE & BEER	156.88			

SOUTH PADRE ISLAND BIRDING & NATURE CENTER

Profit & Loss Budget vs. Actual

October 2018 through February 2019

03/25/19

Accrual Basis

	Oct '18 - ...	Budget	\$ Over Bu...	% of Bu...
Total COST OF GOODS SOLD	27,446.77	75,500.00	-48,053.23	36.4%
Total COGS	27,446.77	75,500.00	-48,053.23	36.4%
Gross Profit	181,419.81	426,810.00	-245,390.19	42.5%
Expense				
OPERATIONS EXPENSES				
ADVERTISING & PROMOTION				
BOOTH RENT	56.00	650.00	-594.00	8.6%
GUIDES & DIRECTORIES	1,357.64	3,200.00	-1,842.36	42.4%
PRINT	1,697.36	2,500.00	-802.64	67.9%
SOCIAL & INTERNET	140.00	150.00	-10.00	93.3%
Total ADVERTISING & PROMOTION	3,251.00	6,500.00	-3,249.00	50.0%
CREDIT CARD & BANK FEES	8,927.78	18,000.00	-9,072.22	49.6%
DUES & SUBSCRIPTIONS	0.00	670.00	-670.00	0.0%
FUNDRAISING & EVENTS				
FEES & INCENTIVES & SUPPLIES	23.70			
GREAT TEXAS BIRDING CLASSIC	0.00	600.00	-600.00	0.0%
HALLO WINGS	1,553.65	2,000.00	-446.35	77.7%
JOJO	0.00	300.00	-300.00	0.0%
LETTERS & BROCHURES	0.00	2,000.00	-2,000.00	0.0%
MONARCH CELEBRATION	0.00	300.00	-300.00	0.0%
PLAQUES & BRICKS	216.25	1,200.00	-983.75	18.0%
SPECIAL EVENTS	259.50	2,000.00	-1,740.50	13.0%
SUMMER CAMP	0.00	300.00	-300.00	0.0%
W O W E	11,633.55	7,000.00	4,633.55	166.2%
Total FUNDRAISING & EVENTS	13,686.65	15,700.00	-2,013.35	87.2%
GIFT SHOP SUPPLIES	28.23	500.00	-471.77	5.6%
GRANT WRITING	0.00	5,000.00	-5,000.00	0.0%
INSURANCE				
DIRECTORS & OFFICERS	0.00	650.00	-650.00	0.0%
EVENT LIABILITY	0.00	1,300.00	-1,300.00	0.0%
HEALTH	1,918.35	3,000.00	-1,081.65	63.9%
WORKERS COMPENSATION	2,532.00	3,040.00	-508.00	83.3%
Total INSURANCE	4,450.35	7,990.00	-3,539.65	55.7%
LEGAL & PROFESSIONAL	5,288.75	10,000.00	-4,711.25	52.9%
LOAN EXPENSE	706.74	2,810.00	-2,103.26	25.2%
LOCAL MEETINGS				
MEALS & SNACKS	245.00	800.00	-555.00	30.6%
VOLUNTEER APPRECIATION	0.00	600.00	-600.00	0.0%
Total LOCAL MEETINGS	245.00	1,400.00	-1,155.00	17.5%
MAINTENANCE & REPAIRS				
BUILDING	1,853.37	10,000.00	-8,146.63	18.5%
EQUIPMENT	328.88			
GROUNDS	2,551.10	15,000.00	-12,448.90	17.0%
HABITAT	854.88	13,000.00	-12,145.12	6.6%
Total MAINTENANCE & REPAIRS	5,588.23	38,000.00	-32,411.77	14.7%
OFFICE & PRINTING	346.50	1,200.00	-853.50	28.9%
PAYROLL SERVICE	470.10	710.00	-239.90	66.2%
POSTAGE & FREIGHT	0.00	500.00	-500.00	0.0%
SOFTWARE	427.60	1,400.00	-972.40	30.5%
SUPPLIES	271.05	6,000.00	-5,728.95	4.5%
TABC SALES EXPENSE	512.50			
TRAINING				
ANCA	130.00	1,500.00	-1,370.00	8.7%
OTHER	150.00	300.00	-150.00	50.0%
Total TRAINING	280.00	1,800.00	-1,520.00	15.6%

SOUTH PADRE ISLAND BIRDING & NATURE CENTER

Profit & Loss Budget vs. Actual

October 2018 through February 2019

03/25/19

Accrual Basis

	Oct '18 - ...	Budget	\$ Over Bu...	% of Bu...
TRAVEL	979.56	4,000.00	-3,020.44	24.5%
Total OPERATIONS EXPENSES	45,460.04	122,180.00	-76,719.96	37.2%
POS Inventory Adjustments	0.00			
RENT	10.00	10.00	0.00	100.0%
SALARIES AND TAXES				
CONTRACT	3,019.80			
GIFT SHOP ATTENDANTS	15,597.87	39,000.00	-23,402.13	40.0%
JANITOR	8,698.82	20,500.00	-11,801.18	42.4%
MAINTENANCE	14,508.60	27,300.00	-12,791.40	53.1%
MANAGER	21,323.06	50,400.00	-29,076.94	42.3%
NATURALIST	16,500.00	40,950.00	-24,450.00	40.3%
PAYROLL TAXES	6,007.28	13,230.00	-7,222.72	45.4%
Total SALARIES AND TAXES	85,655.43	191,380.00	-105,724.57	44.8%
SERVICE CONTRACTS				
AIR CONDITIONING	3,754.25	5,000.00	-1,245.75	75.1%
BACKGROUND CHECKS	0.00	110.00	-110.00	0.0%
CLEANING SUPPLIES	611.64	2,800.00	-2,188.36	21.8%
DRINKING WATER	147.40	600.00	-452.60	24.6%
EBIRD TRAIL TRACKER	650.00	650.00	0.00	100.0%
INFORMATION TECHNOLOGY				
COMPUTER COPIER	6,295.75	19,500.00	-13,204.25	32.3%
KIOSK	1,181.24	3,600.00	-2,418.76	32.8%
Total INFORMATION TECHNOLOGY	7,476.99	23,100.00	-15,623.01	32.4%
PARKING EXPENSES & GATE	0.00	2,000.00	-2,000.00	0.0%
PEST CONTROL	390.00	940.00	-550.00	41.5%
SECURITY	1,407.54	2,470.00	-1,062.46	57.0%
TELEPHONE & INTERNET				
ATT EMERGENCY LINES	955.34	2,690.00	-1,734.66	35.5%
ATT INTERNET	3,261.00	16,800.00	-13,539.00	19.4%
ATT VOICE	1,643.99	4,480.00	-2,836.01	36.7%
Total TELEPHONE & INTERNET	5,860.33	23,970.00	-18,109.67	24.4%
WEBSITE & CLOUD	0.00	1,000.00	-1,000.00	0.0%
Total SERVICE CONTRACTS	20,298.15	62,640.00	-42,341.85	32.4%
UTILITIES				
ELECTRICITY	5,196.16	26,400.00	-21,203.84	19.7%
TRASH	516.18	1,400.00	-883.82	36.9%
WATER / SEWER	5,145.50	22,800.00	-17,654.50	22.6%
Total UTILITIES	10,857.84	50,600.00	-39,742.16	21.5%
Total Expense	162,281.46	426,810.00	-264,528.54	38.0%
Net Ordinary Income	19,138.35	0.00	19,138.35	100.0%
Other Income/Expense				
Other Income				
INTEREST INCOME	16.20			
Total Other Income	16.20			
Other Expense				
AMERICAN EXPRESS CREDIT CARD	12,403.70			
Total Other Expense	12,403.70			
Net Other Income	-12,387.50			
Net Income	6,750.85	0.00	6,750.85	100.0%

SOUTH PADRE ISLAND BIRDING & NATURE CENTER
Profit & Loss Prev Year Comparison
October 2018 through February 2019

	Oct '18 - ...	Oct '17 - ...	\$ Change	% Chan...
Ordinary Income/Expense				
Income				
ADMISSIONS INCOME				
DISCOUNT ADMISSIONS	702.00	477.00	225.00	47.2%
EXTENDED PASS ADMISSIONS	8,375.00	5,934.50	2,440.50	41.1%
GENERAL ADMISSIONS	85,196.00	83,519.75	1,676.25	2.0%
GROUP ADMISSIONS	3,347.00	1,545.00	1,802.00	116.6%
Total ADMISSIONS INCOME	97,620.00	91,476.25	6,143.75	6.7%
BUILDING RENTAL INCOME	6,525.00	4,450.00	2,075.00	46.6%
CONTRIBUTIONS				
CONTRIBUTIONS-GENERAL PUBLIC DESIGNATED	160.00	0.00	160.00	100.0%
MONARCH	1,675.00	0.00	1,675.00	100.0%
DESIGNATED - Other	575.00	0.00	575.00	100.0%
Total DESIGNATED	2,250.00	0.00	2,250.00	100.0%
DONATIONS				
ANNUAL MEMBERSHIP GIVING				
CORPORATE				
GREAT EGRET	0.00	5,000.00	-5,000.00	-100.0%
Total CORPORATE	0.00	5,000.00	-5,000.00	-100.0%
INDIVIDUAL				
REDDISH EGRET	1,500.00	0.00	1,500.00	100.0%
ROSEATE SPOONBILL	2,000.00	0.00	2,000.00	100.0%
SANDERLING	250.00	0.00	250.00	100.0%
Total INDIVIDUAL	3,750.00	0.00	3,750.00	100.0%
Total ANNUAL MEMBERSHIP GIVING	3,750.00	5,000.00	-1,250.00	-25.0%
HABITAT	5,225.00	0.00	5,225.00	100.0%
HALLO WINGS	12,574.30	21,415.00	-8,840.70	-41.3%
SPECIAL EVENTS	0.00	158.00	-158.00	-100.0%
W O W E	10,049.00	10,941.00	-892.00	-8.2%
WEBSITE	0.00	558.45	-558.45	-100.0%
DONATIONS - Other	8,656.00	4,863.97	3,792.03	78.0%
Total DONATIONS	40,254.30	42,936.42	-2,682.12	-6.3%
Total CONTRIBUTIONS	42,664.30	42,936.42	-272.12	-0.6%
GIFT SHOP INCOME				
CONSIGNMENT SALES	870.99	2,190.10	-1,319.11	-60.2%
GIFT SHOP SALES	60,912.49	52,678.38	8,234.11	15.6%
WINE & BEER SALES	273.80	0.00	273.80	100.0%
GIFT SHOP INCOME - Other	0.00	0.00	0.00	0.0%
Total GIFT SHOP INCOME	62,057.28	54,868.48	7,188.80	13.1%
Gift Shop Sales				
40201 - Gift Shop Sales	0.00	0.00	0.00	0.0%
Total Gift Shop Sales	0.00	0.00	0.00	0.0%
INTERNET PURCHASES	0.00	0.00	0.00	0.0%
Total Income	208,866.58	193,731.15	15,135.43	7.8%
Cost of Goods Sold				
COST OF GOODS SOLD				
CONSIGNMENT	495.65	1,359.20	-863.55	-63.5%
GIFT SHOP	26,794.24	30,701.00	-3,906.76	-12.7%
WINE & BEER	156.88	0.00	156.88	100.0%
Total COST OF GOODS SOLD	27,446.77	32,060.20	-4,613.43	-14.4%

SOUTH PADRE ISLAND BIRDING & NATURE CENTER

Profit & Loss Prev Year Comparison

October 2018 through February 2019

03/25/19

Accrual Basis

	Oct '18 - ...	Oct '17 - ...	\$ Change	% Chan...
Total COGS	27,446.77	32,060.20	-4,613.43	-14.4%
Gross Profit	181,419.81	161,670.95	19,748.86	12.2%
Expense				
OPERATIONS EXPENSES				
ADVERTISING & PROMOTION				
BOOTH RENT	56.00	250.00	-194.00	-77.6%
GUIDES & DIRECTORIES	1,357.64	774.00	583.64	75.4%
PRINT	1,697.36	136.10	1,561.26	1,147.1%
SOCIAL & INTERNET	140.00	250.38	-110.38	-44.1%
Total ADVERTISING & PROMOTION	3,251.00	1,410.48	1,840.52	130.5%
CREDIT CARD & BANK FEES	8,927.78	7,533.51	1,394.27	18.5%
DUES & SUBSCRIPTIONS	0.00	115.00	-115.00	-100.0%
FUNDRAISING & EVENTS				
FEES & INCENTIVES & SUPPLIES	23.70	0.00	23.70	100.0%
HALLO WINGS	1,553.65	9,206.16	-7,652.51	-83.1%
JOJO	0.00	346.45	-346.45	-100.0%
PLAQUES & BRICKS	216.25	205.00	11.25	5.5%
SPECIAL EVENTS	259.50	254.97	4.53	1.8%
W O W E	11,633.55	7,179.33	4,454.22	62.0%
Total FUNDRAISING & EVENTS	13,686.65	17,191.91	-3,505.26	-20.4%
GIFT SHOP SUPPLIES	28.23	0.00	28.23	100.0%
INSURANCE				
HEALTH	1,918.35	1,874.25	44.10	2.4%
WORKERS COMPENSATION	2,532.00	2,210.00	322.00	14.6%
Total INSURANCE	4,450.35	4,084.25	366.10	9.0%
LEGAL & PROFESSIONAL	5,288.75	3,976.25	1,312.50	33.0%
LOAN EXPENSE	706.74	821.59	-114.85	-14.0%
LOCAL MEETINGS				
MEALS & SNACKS	245.00	370.27	-125.27	-33.8%
VOLUNTEER APPRECIATION	0.00	246.51	-246.51	-100.0%
Total LOCAL MEETINGS	245.00	616.78	-371.78	-60.3%
MAINTENANCE & REPAIRS				
BUILDING	1,853.37	3,608.79	-1,755.42	-48.6%
EQUIPMENT	328.88	0.00	328.88	100.0%
GROUNDS	2,551.10	2,295.05	256.05	11.2%
HABITAT	854.88	1,280.16	-425.28	-33.2%
Total MAINTENANCE & REPAIRS	5,588.23	7,184.00	-1,595.77	-22.2%
OFFICE & PRINTING	346.50	723.23	-376.73	-52.1%
PAYROLL SERVICE	470.10	293.15	176.95	60.4%
POSTAGE & FREIGHT	0.00	188.82	-188.82	-100.0%
SOFTWARE	427.60	107.17	320.43	299.0%
SUPPLIES	271.05	1,436.80	-1,165.75	-81.1%
TABC SALES EXPENSE	512.50	0.00	512.50	100.0%
TRAINING				
ANCA	130.00	130.00	0.00	0.0%
OTHER	150.00	0.00	150.00	100.0%
Total TRAINING	280.00	130.00	150.00	115.4%
TRAVEL	979.56	1,701.55	-721.99	-42.4%
Total OPERATIONS EXPENSES	45,460.04	47,514.49	-2,054.45	-4.3%
POS Inventory Adjustments	0.00	0.00	0.00	0.0%
RENT	10.00	10.00	0.00	0.0%
SALARIES AND TAXES				
CONTRACT	3,019.80	0.00	3,019.80	100.0%
GIFT SHOP ATTENDANTS	15,597.87	11,420.78	4,177.09	36.6%

SOUTH PADRE ISLAND BIRDING & NATURE CENTER
Profit & Loss Prev Year Comparison
October 2018 through February 2019

	Oct '18 - ...	Oct '17 - ...	\$ Change	% Chan...
JANITOR	8,698.82	7,358.30	1,340.52	18.2%
MAINTENANCE	14,508.60	10,282.00	4,226.60	41.1%
MANAGER	21,323.06	18,462.12	2,860.94	15.5%
NATURALIST	16,500.00	13,076.90	3,423.10	26.2%
PAYROLL TAXES	6,007.28	4,569.72	1,437.56	31.5%
Total SALARIES AND TAXES	85,655.43	65,169.82	20,485.61	31.4%
SERVICE CONTRACTS				
AIR CONDITIONING	3,754.25	1,479.56	2,274.69	153.7%
CLEANING SUPPLIES	611.64	856.70	-245.06	-28.6%
DRINKING WATER	147.40	379.74	-232.34	-61.2%
EBIRD TRAIL TRACKER	650.00	0.00	650.00	100.0%
INFORMATION TECHNOLOGY				
COMPUTER COPIER	6,295.75	11,493.59	-5,197.84	-45.2%
KIOSK	1,181.24	1,181.24	0.00	0.0%
Total INFORMATION TECHNOLOGY	7,476.99	12,674.83	-5,197.84	-41.0%
KIOSK LEASE PURCHASE	0.00	3,459.20	-3,459.20	-100.0%
PARKING EXPENSES & GATE	0.00	570.74	-570.74	-100.0%
PEST CONTROL	390.00	234.00	156.00	66.7%
SECURITY	1,407.54	1,496.54	-89.00	-6.0%
TELEPHONE & INTERNET				
ATT EMERGENCY LINES	955.34	984.61	-29.27	-3.0%
ATT INTERNET	3,261.00	6,093.03	-2,832.03	-46.5%
ATT VOICE	1,643.99	1,757.69	-113.70	-6.5%
Total TELEPHONE & INTERNET	5,860.33	8,835.33	-2,975.00	-33.7%
WEBSITE & CLOUD	0.00	191.83	-191.83	-100.0%
Total SERVICE CONTRACTS	20,298.15	30,178.47	-9,880.32	-32.7%
UTILITIES				
ELECTRICITY	5,196.16	10,178.08	-4,981.92	-49.0%
TRASH	516.18	400.13	116.05	29.0%
WATER / SEWER	5,145.50	6,792.38	-1,646.88	-24.3%
Total UTILITIES	10,857.84	17,370.59	-6,512.75	-37.5%
Total Expense	162,281.46	160,243.37	2,038.09	1.3%
Net Ordinary Income	19,138.35	1,427.58	17,710.77	1,240.6%
Other Income/Expense				
Other Income				
INTEREST INCOME	16.20	15.26	0.94	6.2%
Total Other Income	16.20	15.26	0.94	6.2%
Other Expense				
AMERICAN EXPRESS CREDIT CARD	12,403.70	0.00	12,403.70	100.0%
DEPRECIATION	0.00	5,528.00	-5,528.00	-100.0%
Total Other Expense	12,403.70	5,528.00	6,875.70	124.4%
Net Other Income	-12,387.50	-5,512.74	-6,874.76	-124.7%
Net Income	6,750.85	-4,085.16	10,836.01	265.3%

**South Padre Island Birding and Nature Center
Monthly Directors Report February 2019**

Visitors:

<u>Paid entrances</u> (kiosk): 5,026	<u>Revenue generated</u> : \$26,868.00
<u>Paid entrances</u> (Gift Shop):916	<u>Revenue generated</u> : \$5,489.00
Annual Passes sold: 10	
3-month pass sold: 5	
1-month pass sold: 20	
Complimentary Day: 8	
<i>Ramada</i> : 4	<i>LaQuinta</i> : 2
<i>Holiday Inn</i> : 3	<i>Hilton Garden Inn</i> :0
<i>The Inn at South Padre</i> : 1	<i>Super 8</i> : 0
<i>Lacopa</i> :0	

Maintenance:

Misc. Supplies \$694.82
(Habitat and Maint.)

Gift Shop:

Total revenue for month: \$7,626.32
Inventory assessment: \$39,249.44

Projected inventory needed: up to \$1,000.00

Marketing/Advertising:

Facebook posts only

Programs:

Gator Talks on Wednesday, Friday and twice on Saturday.
See Javi's report for upcoming programs and events.

Donations received:

Monarch donations \$500.00
Steve Sinclair photo sales \$195.00
\$500.00 ?

February 2018 Grand Total

<i>Number of Visitors</i>	<i>6,083</i>
Admissions	\$25,981.00
Donations	\$195.97
Donation Jar	\$477.80
Habitat Donation	\$172.00
WOWE Donation	\$200.00
Facility Rental	\$1,100.00
Deposits on wedding or conference room fees	
Parking	\$0
Gift Shop	\$6,278.85
Special Events	\$163.50
Total Sales	\$34,569.12

February 2019 Grand Totals

<i>Number of Visitors</i>	<i>6,292</i>
Admissions	\$32,397.00
Donations	\$5,000.00
Donation Jar	\$760.00
Habitat Donation	\$19.00
Steve Sinclair Donation	\$195.00
Facility Rental	\$1,200.00
Parking	\$0
Gift Shop	\$7,629.32
Special Events	\$0
Total Sales	\$47,200.32

Naturalist Report: Feb- Mar 2019

Feb 15th - Wintering Birds of SPI Program

I introduced the birds that over-winter on the island to visitors. I had a great turnout with more than 30 people in attendance. The program was followed by a guided tour on the boardwalk.



Feb 16th – Planting Day

Local volunteers and Texas Master Naturalists helped to plant new native habitat for migratory songbirds in the front gardens.



Feb 20th Volunteer Luncheon

We had a catered luncheon to show appreciation for all of our volunteers that help us during the winter months.



March 2nd – Water Feature installation complete

With the help of local volunteers, Bill Beaty, Bob Severson, Diego Lara, and Boy Scout Jordan Camacho we installed a new drip water feature to attract birds to our new habitat along the southwest part of our front gardens.



March 5th & 8th School Field Trips

Organized, led, and coordinated volunteers for school field trips

March 8th – 60 students from Travis Elem - Harlingen

March 21st – 60 students from Sam Houston Elem – Harlingen

Upcoming:

- Spring Newsletter
- Eagle Scout Planting Project
- Training for Field Trips, Bird Walks, Gator Talks, Info Desk
- Earth Day

Continuing:

- Weekly Gator Talks
- Guiding Bird Walks

Volunteer Hours:

- Info Desk – 14 volunteers- 40/wk x 4 = 160hrs (plus 4 substitutes)
- Guided tours – 7 days a week - 12 guides– 26 hours a week

Total volunteers: 26 Total volunteer hours: 186 volunteer hours

**ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEM COVER PAGE**

MEETING DATE: April 16, 2019

ITEM

Presentation from the Friends of RGV Reef regarding the progress on the Artificial Reef project

BACKGROUND

The Artificial Reef project is included in our Strategic Plan. The EDC funded an Economic Impact Study to assist the Friends of the RGV Reef in fundraising efforts. The cost of the study was \$7,350. The EDC helped fund a deployment of habitat last year in the amount of \$26,000.

RECOMMENDATIONS/COMMENTS

Fishing is a huge economic driver for South Padre Island. The Artificial Reef has been successful in donations and grants from state, federal, and local sources. The EDC has supported this project in the past and staff believes should continue to do so.



- Located 13-miles northeast of South Padre Island, the 1650-acre Rio Grande Valley (RGV) Reef is the largest artificial reef off the Texas coast. Since 2014, Friends of RGV Reef is dedicated to the ongoing habitat restoration of this important fishery by implementing comprehensive science-based management of this Gulf ecosystem. Historically, this low-relief nursery reef was comprised of sandstone, clay, caliche, and associated soft coral cover.
- This created valuable habitat for juvenile Red Snapper and other reef fishes. However, this low-relief material had been severely degraded by trawl fishing in recent decades, drastically reducing juvenile snapper survivorship and recruitment.
- Friends of RGV Reef combat this loss by deploying artificial reefing materials of different concentrations and sizes, ranging from intentionally sunken vessels to concrete rail ties and cinder blocks. Diverse, complex reef substrate can provide habitat for snapper of all ages and sizes, in addition to habitat for hundreds of other species of fish, invertebrates, and turtles that frequent the reef.



What's in the Reef

- **The first industrial scale nursery reef in the Gulf of Mexico may be in the world. RGV Reef successfully carried 240,000 juvenile red snapper through the first two years of their life. We've also placed increasing sizes of recycled concrete in patch reefs to form graduated stepping stones which provide cover, habitat and food for all the species of fish on the continental shelf. This is how we put fish back in the gulf.**
- **Camera traps show that we are also providing food and cover for several species of threatened and endangered turtles, primarily Kemp's Ridleys.**

Print Map Export Waypoints

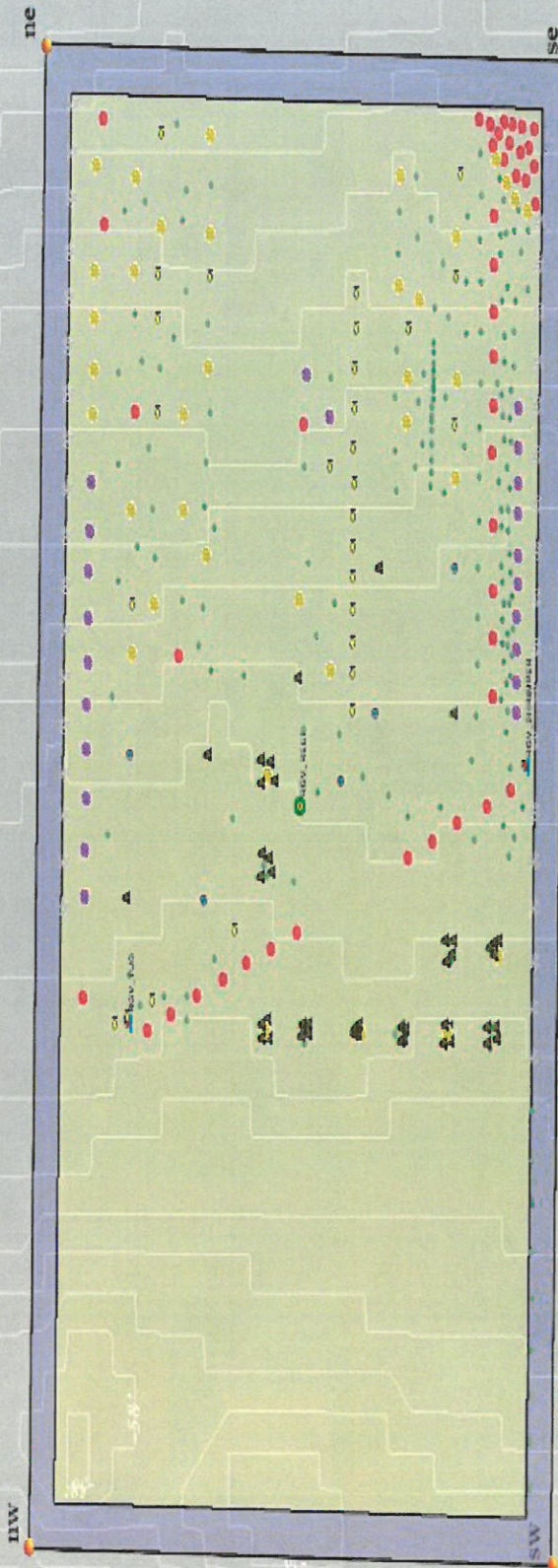


- PATCH REEF
- PYRAMID REEF
- BOX CULVERTS
- CINDER BLOCKS
- ROUND CULVERTS
- OCTO-REEF
- SUNK BOAT
- CONCRETE
- LIMESTONE
- WATERMILL
- TILE
- DIVIDERS



▲ Beach marker in 1000'
 250' 17 20 N
 107° 14 10 W
 10' 10' N
 300'

▲ Beach marker in 1000'
 250' 17 20 N
 107° 14 10 W
 10' 10' N
 300'



RGV REEF
(PS-1105) 1,650 Acres

0 2500' 5000'



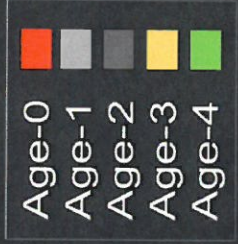


UTRGV & Texas A&M doing a study that shows the baby snapper staying on the cinderblocks

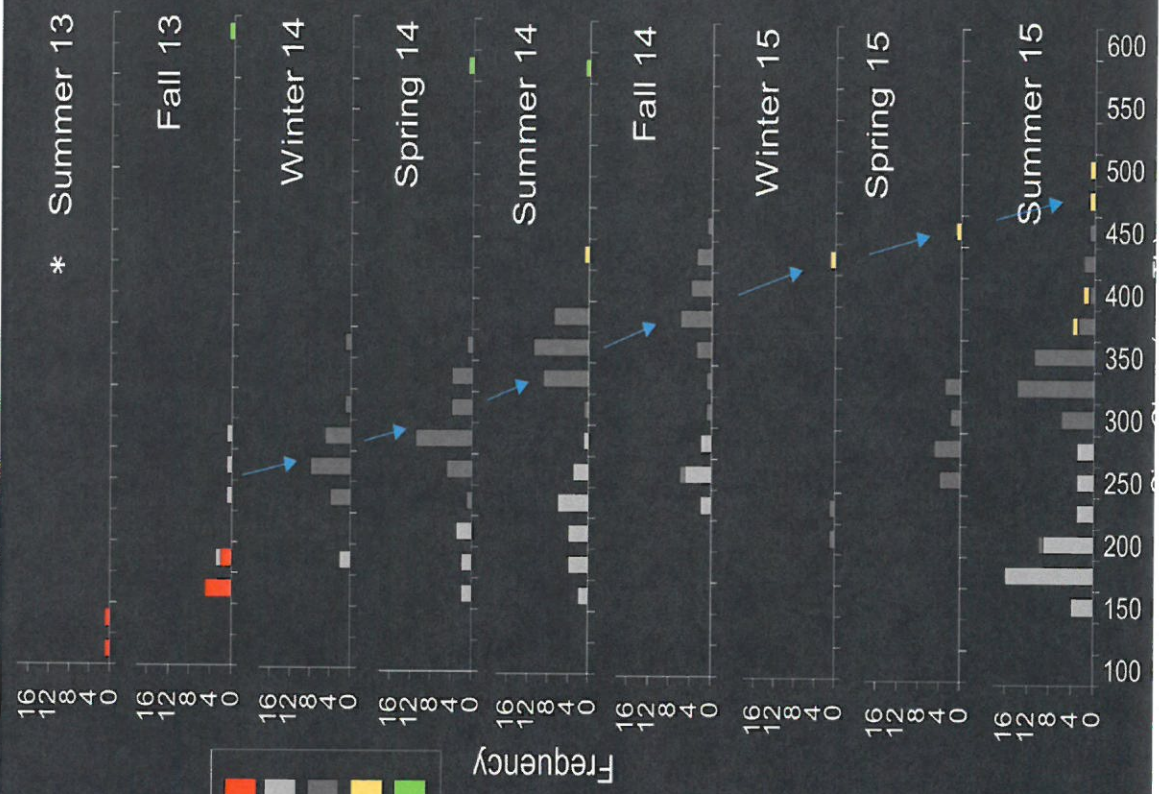


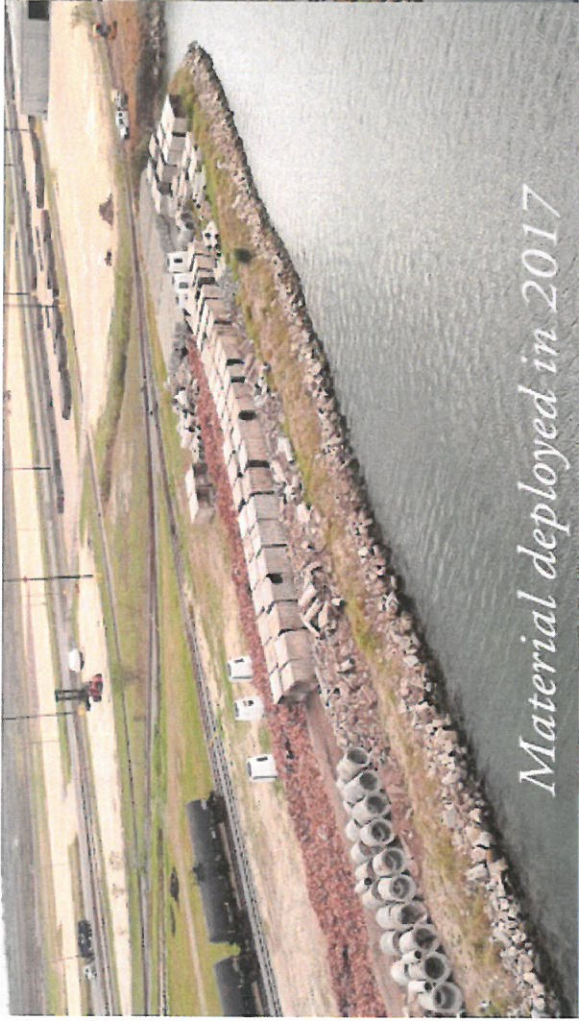
This photo shows a school of snappers swimming around the artificial structure on the seabed. The snappers are known to be highly social and are often found in large schools.

Red Snapper Size/Age Structure over Time



n = 247





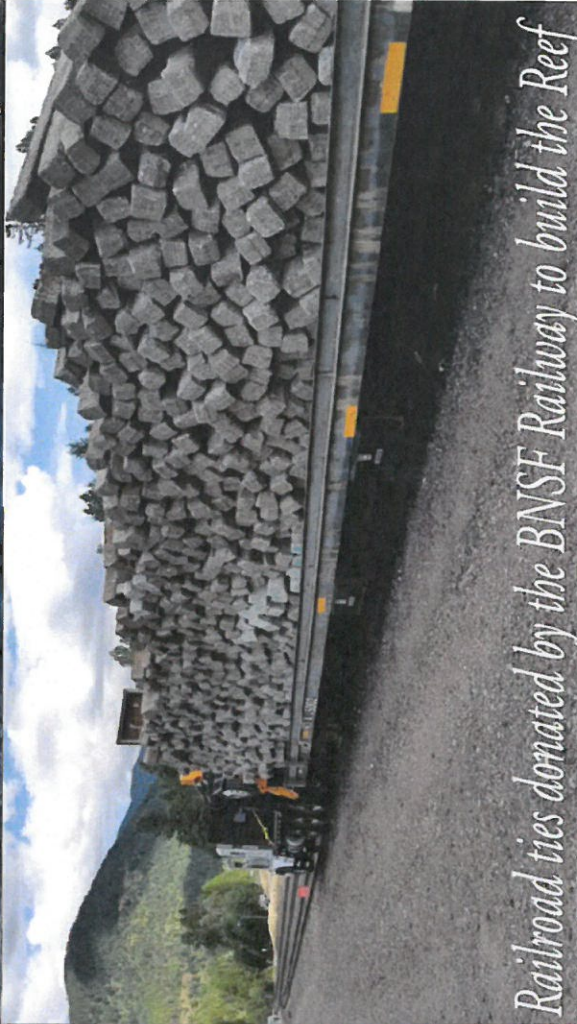
Material deployed in 2017



Cinderblocks being dropped to create artificial reef habitat

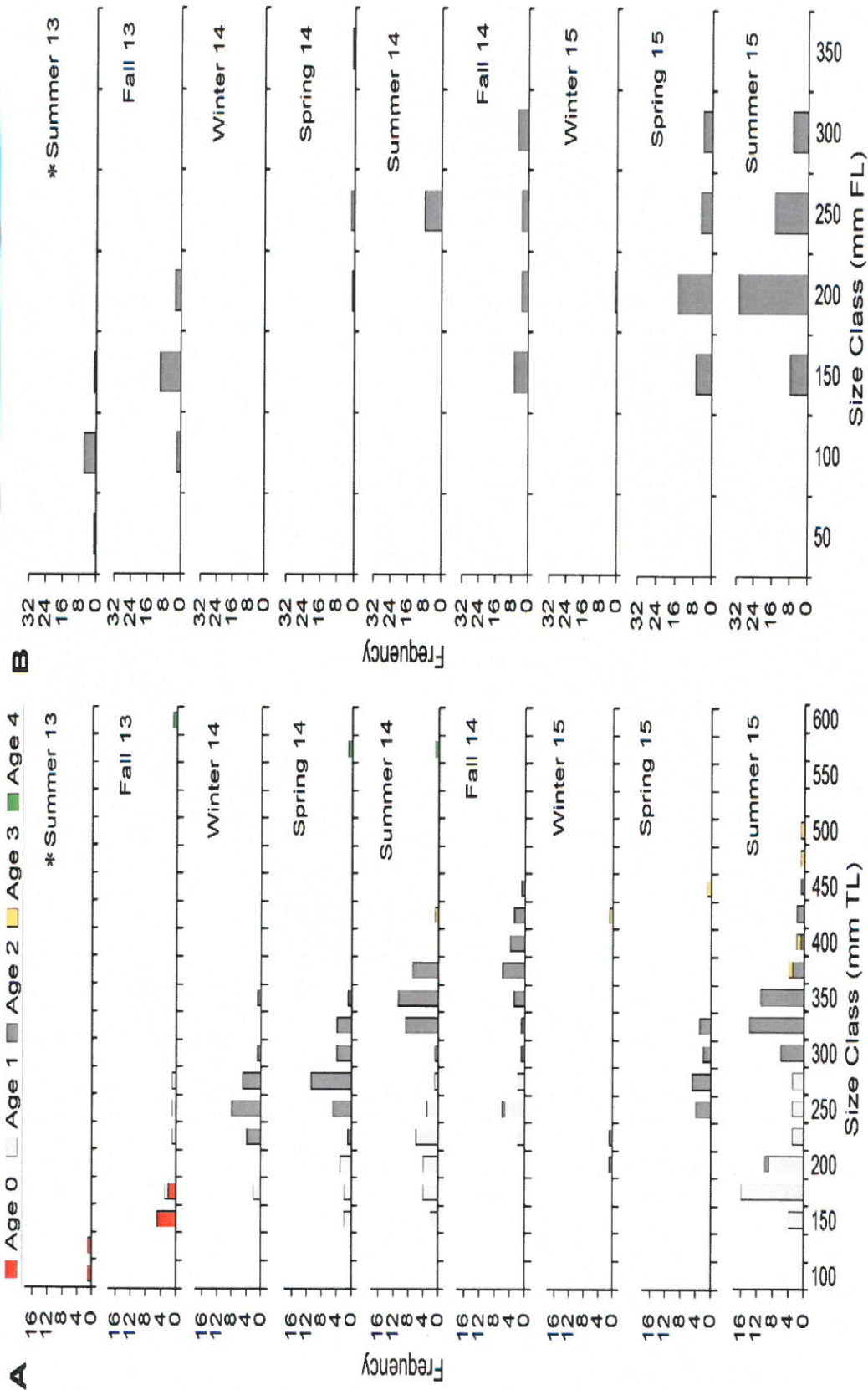


Reef Pyramids being lowered at the RGV Reef in SPI, TX



Railroad ties donated by the BNSF Railway to build the Reef

The most important thing to get from this graph is that you can follow a size/age class of fish through time – implying that once the age-0 or age-1 fish found the reef, they remained there (site fidelity) and were growing fast. By the end of the study in summer 2015, there are many more of each age class, especially age-3 fish – the size anglers will be able to harvest.





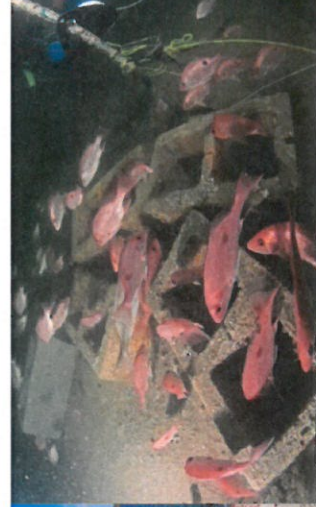
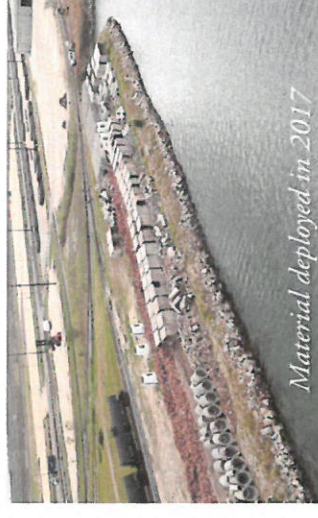
2016

- High profile material
- Two 70 foot cleaned steel vessels
- Tift Tug and the Gulf Explorer Max's Wreck



2017

- Low profile (nursery) material
- 600 tons of concrete roof tiles
- 67,000 cinder blocks
- Multiple other test patches of oyster shell, limestone oyster patch low relief slab test modules
- Mid profile material
- 210 eight foot highway dividers
- 3000 tons of large concrete:
- 76 ten foot box culverts
- 47 eight foot tall reefing pyramids
- 42 five foot round culverts
- 1500 tons concrete rip rap

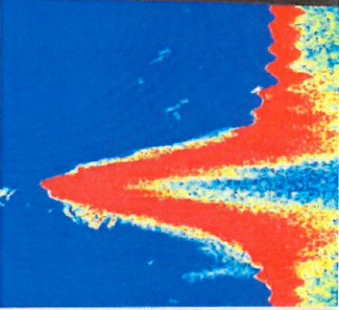


2018

Test patches of concrete railroad ties donated by the BNSF Railway were deployed ranging from 25 tons to 400 tons to determine best practice.

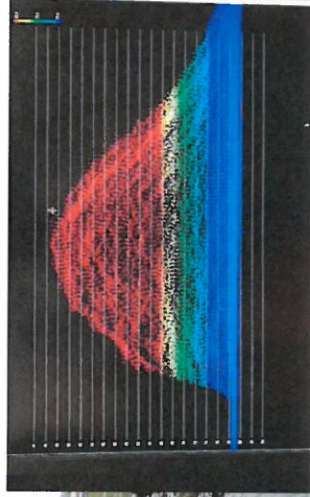
We were able to deploy 10.6 million pounds (5600 tons) of recycled concrete railroad ties in 2018. These were deployed into the 32 foot tall "Big Pile" which is still to be named. (Big donors get things named for them, hint hint hint.)

We also built most of the five hundred foot long CCA Ridge.



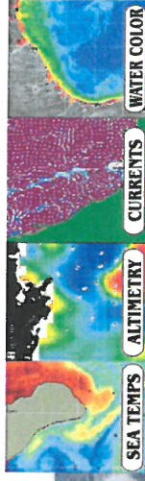
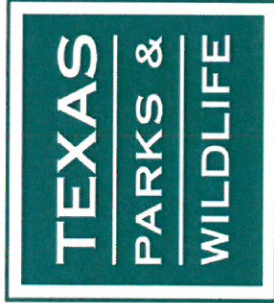
2019

- Build up the “Big Pile” to forty five feet. deployment and add 25,000 to 71,000 cinderblocks to start another 200 acre nursery reef.
- Add ten 100ton patch reefs to the CCA corner.
- 26 100 ton of low and mid relief reef patches with RR ties.
-



Heroes of the Reef

EMR International Ship breaking
Max Nichols Foundation
The Ram Foundation
(Andy Faskin)
Paul Veale Jr.
Dr. Richard Kline
Bryant Industrial Services



CATCH MORE FISH USING LESS FUEL!

[HOME](#) [INFO](#) [DEMO](#) [FAQ!](#) [SIGNUP](#) [CONTACT](#) [MEMBER LOGIN](#)

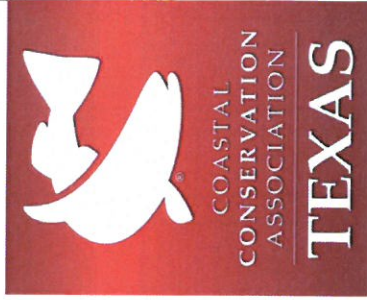


HARTE
 RESEARCH INSTITUTE
 FOR GULF OF MEXICO STUDIES

FPI FOREMOST PAVING, INC.



LilMo
 MARINE SERVICES



A decorative graphic on the left side of the page, consisting of several overlapping, curved blue lines of varying shades, creating a sense of movement and depth.

Volunteers

- ***Curtis Hayungs***
- ***Gary Glick***
- ***Robert Glick***
- ***Daniel Bryant***

A decorative graphic consisting of several overlapping, curved blue lines of varying shades, creating a sense of movement and depth. It is located in the top left corner of the page.

Videos

- Channel 5 News story: <https://vimeo.com/271607818>
- RGV Reef progress: <https://www.youtube.com/watch?v=huHGSEnjJUo&t=44s>
- Tift Tug one year later <https://vimeo.com/manage/314392500/general>
- Concrete railroad tie project : <https://vimeo.com/manage/314166412/general>
- Snapper & AJ trip for the volunteers of the Reef: <https://vimeo.com/277756357>

**ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEM COVER PAGE**

MEETING DATE: April 16, 2019

ITEM

Discussion and possible action regarding a \$25,000 funding request from the Friends of the RGV Reef for a summer deployment of concrete railroad ties to expand the reef

BACKGROUND

The Artificial Reef project is included in our Strategic Plan. The EDC funded an Economic Impact Study to assist the Friends of the RGV Reef in fundraising efforts. The cost of the study was \$7,350. The EDC helped fund a deployment of habitat last year in the amount of \$26,000.

RECOMMENDATIONS/COMMENTS

Fishing is a huge economic driver for South Padre Island. The Artificial Reef has been successful in donations and grants from state, federal, and local sources. The EDC has supported this project in the past and staff believes should continue to do so.

To:
The South Padre Island Economic Development Co.

From:
Friends of RGV Reef, a Texas nonprofit corporation and an IRS 501(c)(3) charity.

Rgvr Reef, located 12 miles north of the South Padre Island jetties and within state territorial waters covering 1650 acres is by far and away the largest Reef off the Texas coast. It was permitted large to allow for extensive nursery reef primarily benefiting the commercially and recreationally important Red Snapper. This is also the only Reef off the Texas coast that is being built with graduated stepping stones of increasingly complex and taller habitat to carry multiple species of fish through their life cycles.

With the material that we have down so far, the One Gulf consortium which is A&M Galveston, the Harte Research Institute in Corpus and UTRGV estimated that we carried 240,000 snapper from juvenile stage to adults from 2017 to 2019. These are young unsophisticated fish, easy to catch. And people will travel a long way for dumb fish. That puts heads on beds and butts on barstools.

Rgvr Reef was supposed to take decades to finish and \$20 million. This was predicated on the normal Reefing contracts through the state or the federal government that put material in the water for about \$1000 a ton. Through great persistence Friends of RGV Reef Has secured donated deepwater port frontage with rail siding, donated professional services, donated equipment, donated management, donated site prep. So far we've purchased about 90,000 cinderblocks for nursery Reef Carl Nelson at about a dollar apiece and 50 Reefing pyra at \$1000 apiece totaling about 1 thousand tons of material purchased but the remainder of the 17,600,000 pounds of concrete Railroad ties and box culverts, highway dividers and crushed concrete and rip rap that we've put down has all been donated, including the freight. We're also very nimble in our procurement of the one main expense that we have which is marine transport. So as a consequence we put down material for about \$100 a ton around a 10th of a normal Reefing contract.

We're very busy trying to raise the money to put down another 10,000,000 pounds of concrete railroad ties this summer, which make incredibly complex patch reefs tangled like pick up sticks. The best marine science, and observation of natural reefs shows that increasing complexity increases species richness and total biomass.

The economic development study that you commission for us, and thank you very much for that by the way, shows that if you were funding 100% of the Reef the return on investment would be up above 10%, but since we also raise money elsewhere and have literally millions of dollars worth of donated goods and services the return on investment of the \$25,000 that we are asking you for approaches the infinite. " such a deal I got for you" :-)
There is also a PowerPoint presentation that you should've received under separate cover from Curtis Hayungs.

Thank you very much, please call me if you have any questions.
Thanks Gary Glick
President, Friends of RGV Reef
512-923-1904

**ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEM COVER PAGE**

MEETING DATE: April 16, 2019

ITEM

Discussion and possible action to approve the Bylaws for the 501c3 Art Business Incubator

BACKGROUND

The Bylaws were done by Ramaona Kantack Alcantara with the assistance of myself and JoAnn Evans. The City's attorney and the Hunt's attorney has reviewed the Bylaws.

RECOMMENDATIONS/COMMENTS

Recommend approval.

**By Laws of the
ART BUSINESS INCUBATOR SOUTH PADRE ISLAND**

**ARTICLE I
Name and Purpose**

Section 1. Name

The name of this organization is Art Business Incubator South Padre Island (ABISPI). The Art Business Incubator will maintain an office and official mailing address in South Padre Island, Cameron County, Texas.

Section 2. Purpose

The Art Business Incubator South Padre Island is a non-profit organization. The ABISPI's Primary Purpose is set forth in its Certificate of Formation. Incidental to its Primary Purpose, ABISPI is dedicated to enhancing South Padre Island's economic development by training emerging art entrepreneurs and supporting their efforts to establish self-sustaining art businesses on the Island. The services provided by the incubator lower the barriers to success, confer legitimacy on the artists' work, cushion the risk for artists during the early stage development of their art businesses, and enhance the artists' individual self-sufficiency in the market driven economy of the 21st Century. The Art Business Incubator helps connect the artists' means (the art) to their ends (developing self-sustaining businesses). The one year residency program provided by the ABISPI will help the artists sculpt their plans for sustainable businesses, position them in the marketplace, and create their brands. In addition, the ABISPI works to enrich the community by promoting awareness, understanding and appreciation of all the fine and performing arts available in the community. The long-term economic development goal of the ABISPI is to grow the City as a regional arts destination.

Section 3. Limitations

The Arts Business Incubator South Padre Island (ABISPI) will observe all local, state and federal laws applicable to a non-profit organization qualified for Section 501(c)(3) status under the Internal Revenue Code.

**Article II
Membership**

Section 1. Membership Eligibility

Membership will include any person who, or organization that, has an interest in the purpose of the ABISPI. Members do not have voting rights. Because members have no voting rights, there is no business to be conducted at an annual meeting of members. No annual meeting of members

Section 2. Obtaining Membership

Application for membership from an individual or organization will be in writing on forms provided for that purpose and signed by the applicant. An applicant will become a member upon payment of a yearly fee.

Section 3. Types of Memberships

- A. General Membership. A general membership is for individuals who desire to have the privileges of membership, including educational classes, special opportunities to preview and purchase new art, early admittance to art events, private access to artists’ studios, private showings and other benefits.
- B. Lifetime membership is available for individuals or households. The lifetime membership will be offered for a one-time payment.
- C. Organization membership will be available for an annual membership fee. Up to 10 organization members may be designated to receive member privileges.
- D. Sponsor membership is available for an annual sponsorship donation. Sponsor memberships will be based on levels of sponsorship set by the ABISPI Board of Directors. Sponsor members will receive all member privileges and additional sponsor recognitions.

Section 4. Membership Fees

Membership fees and sponsor member donation levels will be established by the ABISPI Board of Directors. Payment of fees must be made in advance annually on the membership anniversary date. The anniversary date is one year from each member’s initial fee payment.

Section 5. Resignation of Membership

Any member may resign by filing a written resignation with the Board of Directors’ Secretary. No membership fees will be refunded.

**ARTICLE III
Board, Officers and Appointments**

Section 1. Art Business Incubator Board Size

The ABISPI Board will consist of three to five directors appointed annually by the South Padre Island Economic Development Corporation (SPIEDC) Board members. The ABISPI Board will elect officers from the ABISPI Board members.

Section 2. Board Qualifications

Each member of the Board of Directors must be a member of the ABISPI. Every effort should be made to appoint individuals who have experience in the arts or a demonstrated passion for supporting the arts.

Section 3. Term of Office

The initial ABISPI Board members shall determine, by drawing or consensus, which two directors will serve initial terms that expire January 1, 2021, and which two directors will serve initial terms that expire on January 1, 2022. The SPIEDC may appoint a fifth director whose term expires on either January 1, 2021 or January 1, 2022. Thereafter, Board members will serve a two year term of office that will begin on January 1 of each year. Directors shall be eligible for re-appointment.

Section 4. Board Meetings

The Board of Directors will meet monthly to determine ABISPI policies; to review financial reports and ABISPI activities; to discuss revenue producing options and possible grant funding opportunities; and to conduct such other business as may be advisable. The Board of Directors will endeavor to implement the purposes of the ABISPI, including art destination creation and economic development, and shall have general management and oversight authority of the ABISPI.

A. Directors Agenda

The Secretary will prepare the initial agendas for all meetings for approval by the Board Chairman. The Secretary will post the approved meeting agenda on the EDC website one week in advance of the meeting.

B. Quorum

A quorum shall consist of a majority of the serving Board of Directors. If a quorum is not present at any meeting, a majority of the members present may adjourn the meeting. The Secretary will determine if a quorum is present. The Board shall not take any action in the absence of a quorum or a unanimous written consent of the Board members in lieu of a meeting. Each Board member must indicate on the unanimous consent in lieu of a meeting, next to the Board member's signature, the date on which the Board member signed.

C. Voting

Any proposed agenda item shall be considered approved if a quorum is present and a majority of that quorum approved the item.

Section 5. Officers

The ABISPI Board of Directors shall elect a Chairman, Vice-Chairman, Secretary and Treasurer. The Chairman may establish committees for special projects subject to approval by a majority vote of the Board membership.

Section 6. Duties of Officers

- A. The Chairman will be the Chief Executive Officer of the ABISPI and preside at all meetings of the ABISPI Board of Directors. The Chairman will be an ex-officio member

of all committees, appoint chairpersons of committees and have the authority for the general and specific direction of the business of the ABISPI.

- B. The Vice-Chairman will assume the duties of Chairman in the absence or inability of the Chairman. In the case of a vacancy in the position of chairman, the Vice-Chairman automatically becomes Chairman for the unexpired term. After thirty (30) days' notice, the ABISPI Board will appoint a Vice-Chairman from the then-serving ABISPI Board members to fill the unexpired term of the Vice-Chairman. The Vice-Chairman will chair committees designated by the Chairman.
- C. The Secretary will be responsible for keeping record of all Board meetings, providing minutes at subsequent meetings, and preparing any correspondence and the agenda for all meetings.
- D. The Treasurer shall have charge of the funds of the ABISPI and will submit a written financial report at each Board meeting.

Section 7. Resignation, Termination and Absences

Resignation from the ABISPI Board must be in writing and received by the Secretary. A Board member shall be dropped from the Board of Directors for four (4) unexcused absences in one calendar year. The SPIEDC Board will appoint a new ABISPI Board member.

Article IV Committees

Section 1. Committee Appointments

The Chairman will appoint all committee chairs and has the prerogative of appointing committee members or relegating this to the Committee Chair.

Section 2. Duties

Committees shall be the working units of the ABISPI, through which its goals and purposes will be implemented and accomplished. Each committee will maintain records of its meetings and project activities, and report to Board members at their regular meeting.

Section 3. Ex-Officio Committee Members

The chairman will be an ex-officio member of all committees. The Chairman may also appoint another director to be an ex-officio member of any committee.

Section 4. Committee Functions

It will be the function of committees to investigate, make recommendations and implement ABISPI goals. No committee will represent the ABISPI for or against any project without the specific authorization of the ABISPI Board.

ARTICLE V
Nominations and Appointment of Directors

Section I. Nominations and Appointment

The South Padre Island Economic Development Corporation Board of Directors (SPIEDC) will call for volunteers from the community who wish to serve on the ABISPI Board of Directors. Every effort will be made to recruit and select ABISPI Directors who are artists or demonstrated patrons of the arts.

Section 2. Vacancy Replacements and Appointments

Vacancies in the ABISPI Board of Directors will be filled by the SPIEDC Board from the list of volunteers for the ABISPI Board. An ABISPI Board member may be re-appointed to the ABISPI Board when that Board member's term expires.

Section 3. Indemnification

The ABISPI Board may request approval of funding from the SPIEDC to provide for the indemnification of the ABISPI, its Directors, former Directors and/or employees, against expenses actually and necessarily incurred in connection with the defense of any action, suit or proceedings, whether litigated or settled, in which they or any of them are made parties or a party, by reason of having been a Director or employee of the ABISPI. Indemnification is subject to approval by the SPIEDC Board.

No Director or employee adjudged to be liable for negligence or greater misconduct in the performance of duty or in a matter settled by agreement predicated on the existence of such liability for negligence or greater misconduct is entitled to indemnification.

Section 4. Balloting

Balloting upon motions and resolutions at all meetings will be by "ayes" and nays" unless otherwise demanded.

- A. Each Board Member will have one vote.
- B. Voting by proxy is not authorized.

ARTICLE VI
Amendments

The ABISPI Bylaws may be amended by a two-thirds (2/3) vote of the ABISPI Board members and majority approval of the SPIEDC Board.

ARTICLE VII
Executive Sessions

The ABISPI Board of Directors, by a majority vote, may choose to meet in an Executive Session for which minutes may be suspended.

ARTICLE VIII
Parliamentary Authority

The current edition of Robert's Rules of Order will be the final source of authority in all questions of parliamentary procedures.

ARTICLE IX

Dissolution

Upon the dissolution of the Corporation, all of the corporate assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

(Signatures on following page.)

These bylaws were approved at a meeting of the Art Business Incubator South Padre Island at a meeting on _____.

Printed Name: _____
Title: Chairman, Art Business Incubator South Padre Island

Attested: _____
Printed Name: _____
Title: Secretary, Art Business Incubator South Padre Island

These bylaws were approved at a meeting of the South Padre Island Economic Development Corporation Board of Directors on _____.

Printed Name: _____
Title: Chairman, South Padre Island Economic Development Corporation

Attested: _____
Printed Name: _____
Title: Secretary, South Padre Island Economic Development Corporation

**ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEM COVER PAGE**

MEETING DATE: April 16, 2019

ITEM

Discussion and possible action to approve the Lease Agreement for the 501c3 Art Business Incubator located at 2500 Padre Blvd.

BACKGROUND

The Lease Agreement has been reviewed by the City Attorney and is ready to be approved.

RECOMMENDATIONS/COMMENTS

Recommend approval.

ABI SPI ARTIST STUDIO LEASE AGREEMENT

THIS ABI SPI ARTIST STUDIO LEASE AGREEMENT (“Lease”), made as of the ____ day of _____, 2019 by and between RIDLEY HOLDINGS, L.L.C., a Texas limited liability company (“Landlord”), and THE CITY OF SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT CORPORATION, a Type B development corporation created pursuant to Chapter 505 of the Texas Local Government Code (“Tenant”).

1. DEFINITIONS.

LEASED PREMISES: Approximately 3020 Rentable Square Feet of Floor Area as shown on the plan attached hereto as Exhibit A, and designated as “Suite 1” on Exhibit B, constituting part of the retail shopping center (as shown on Exhibit B) located in South Padre Island, Cameron County, Texas (“Leased Premises” or “Premises”). For purposes of this Lease, the term “Shopping Center” shall be defined as the property legally described on Exhibit B-1 attached hereto and incorporated herein.

TERM: Commencing on _____, 2019 (“Commencement Date”) and expiring on _____, 2022.

BASE RENT: Commencing on the Commencement Date and continuing thereafter on May 1 of each calendar year during the Term, Tenant shall pay to Landlord an annual base rent (“*Base Rent*”) in the amount of Ten Dollars (\$10.00) per year.

PERMITTED USE: Accommodations for up to five (5) artist studios in accordance with Tenant’s mission to create new jobs and businesses in the artist community in order to enhance the economic growth and development of South Padre Island and for no other purpose. In the event the Premises is used for any other purpose not approved in writing by Landlord, this Lease shall automatically terminate.

SECURITY DEPOSIT: \$0.

TENANT’S PRO-RATA SHARE: Not Applicable. Landlord to furnish utilities, including electric, water and trash and internet.

2. **LEASED PREMISES AND TERM.** Landlord hereby leases to the Tenant and Tenant hereby leases from Landlord the Leased Premises for the Term. So long as no “Event of Default” (as defined in Section 23 hereafter) is then outstanding, Tenant shall have the option to negotiate mutually agreeable terms for an extension of this Lease (referred to herein as an “Extended Term”). Landlord may approve or reject the extension request at its sole discretion. Tenant must deliver written notice to Landlord of its desire to negotiate an extension of this Lease for an Extended Term no later than sixty (60) days before the date the Lease expires.

3. **HOLDING OVER.** If Tenant fails to vacate the Leased Premises after the expiration of the Term, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to the terms of this Lease, except that Base Rent shall be increased to market rates and provided further that Landlord shall be entitled to all rights at remedies available at law or in equity for any holdover.

4. **OPENING COVENANT.** Tenant shall be required to open five (5) artist studios within thirty (30) days after Landlord delivers the Leased Premises to Tenant.

5. **RENT.** Tenant agrees to pay to Landlord Base Rent without setoff, deduction or demand, in advance on the first day of each calendar year during the Term. Except for Base Rent, all other sums and charges of whatsoever nature required to be paid by Tenant to Landlord (“Additional Rent”) shall constitute additional rent. The Base Rent and the Additional Rent are hereinafter sometimes collectively referred to as the “Rent”.

6. **COMMON AREA.** Tenant, its employees, customers and invitees shall have the non-exclusive use, along with others, of the Common Area. Landlord shall have the right, from time to time, to establish, modify and enforce rules and regulations and to police, and to modify the size and configuration of the Common Area and Shopping

Center. "Common Area" is area not included in the premises of other tenants and includes the parking area, drives and roads, landscaped areas, loading and service areas, sidewalks, lighting, drainage facilities, roofs, gutters and downspouts, and such other portions of the Shopping Center and/or nearby properties as may be treated by Landlord as part of the Common Area. Tenant acknowledges that there may be certain improvements or facilities located outside of the Shopping Center that benefit the Shopping Center and that such facilities and improvements may be considered to be "Common Areas" in Landlord's reasonable discretion.

7. UTILITIES. Landlord will provide water, sanitary sewer, electricity, and internet used in the Leased Premises. Such payments shall be made directly to the supplier of any utility separately metered to the Leased Premises. No interruption of any utility services shall constitute a disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable for any damages, or grant Tenant any right of rental abatement or offset.

8. USE. Tenant will use the Leased Premises solely for the Permitted Use unless Landlord consents, in writing, to a change of Tenant's use. Tenant, at its own expense, will comply with all Federal, State, municipal and other laws, codes, ordinances, rules and regulations and documents of record applicable to the Leased Premises and the business conducted therein by Tenant. In the event the Premises is used for any purpose other than the Permitted Use, and the use is not approved in writing by the Landlord, this Lease shall automatically terminate.

9. USE RESTRICTIONS. Tenant further agrees that Tenant: (a) will not make or permit any unlawful use of the Leased Premises; (b) shall not use the Common Areas for business purposes without the previous written consent of the Landlord; (c) shall keep its storefront displays lit during such periods of time Tenant is required to operate its business; (d) shall receive and deliver goods only in the manner, at such times, and in such areas, as may be reasonably designated by Landlord; (e) remove any sign visible from the Common Area that is not in keeping with the standards of the Shopping Center; (f) shall not injure any part of the Shopping Center, or cause the emission of any offensive odors or loud noise, or constitute a nuisance to any other persons in the Shopping Center; (g) shall occupy and use the entire Leased Premises for the Permitted Use continuously during the entire Term during reasonable business hours under the trade name set forth above; (h) shall at all times fully and adequately heat and/or air condition (as the circumstances require) the Leased Premises; and (i) shall not use the Leased Premises for any of the uses set forth in Exhibit C attached hereto and incorporated herein.

10. ASSIGNMENT AND SUBLETTING. Notwithstanding the five selected artists that will be using the studio space, Tenant shall not, without obtaining Landlord's prior written consent (which shall be at Landlord's sole discretion), assign this Lease, sublease or license the Leased Premises or any part thereof. Any transfer by merger, consolidation or dissolution, or any change in ownership in Tenant shall constitute an assignment for the purpose of this Lease. Landlord may collect rent from any assignee or sub lessee and apply the net amount collected to the Rent, but the same shall not be deemed a waiver or a release of Tenant from its obligations hereunder.

11. LANDLORD'S OBLIGATIONS. All maintenance, repair and replacements will be made by Landlord at Landlord's sole cost and expense, including without limitation, heating and air conditioning equipment; electrical and plumbing equipment; all fixtures; doors, door frames, molding, trim, windows, window frames, closure devices, hardware, plate glass and floor covering. Additionally, Landlord will repair and maintain the Common Areas and the following portions of the Leased Premises: roof (exclusive of flashing around the rooftop air conditioning unit); structural portions of the Leased Premises (consisting only of the foundation and members supporting the roof); and any utility lines (sewer, water, gas or electrical) located outside the boundaries of the Leased Premises that serve other premises. If however, damage to any of the foregoing is caused by Tenant, its agents, contractors, employees, or invitees, then Tenant shall bear the cost of such repairs.

12. TENANT'S OBLIGATIONS. Tenant shall not permit any penetration in the roof above the Leased Premises. Tenant will not commit waste on the Leased Premises, but will maintain the same in a clean, attractive condition and in good repair. Upon termination of this Lease, Tenant will surrender the Leased Premises to Landlord broom-clean and in the same condition which on the Commencement Date, excepting only ordinary wear and tear. Upon termination, Tenant will also surrender to Landlord all keys to the Leased Premises.

13. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations, improvements and/or additions to the Leased Premises without Landlord's prior written consent. All such work shall be done in a lien-free and workmanlike manner with contractors reasonably acceptable to Landlord.

14. INDEMNIFICATION. Subject to the waiver in Section 16, and except to the extent such damage or injury arises as a result of the gross negligence or willful misconduct of Landlord or its respective agents, employees or contractors, Tenant agrees to indemnify, defend, and save harmless Landlord and all of its parent companies, subsidiaries, affiliates, including their respective officers, principals, partners, agents, successors and assigns, and its employees from and against all claims of whatever nature arising (a) in or about the Leased Premises, (b) from any act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, assignees, sub lessees, customers, invitees or employees, (c) occurring outside of the Leased Premises, where such claim results or is claimed to have resulted from negligence, an act or omission on the part of Tenant or Tenant's agents, contractors, or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Tenant agrees to the provisions contained in this paragraph with the express understanding and agreement that this provision applies to the extent permitted by the Texas Constitution and state law without expanding Tenant's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and without waiving or diminishing Tenant's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law.

15. INSURANCE. Tenant agrees to maintain during the Term and any Extended Term: (a) a policy of commercial general liability insurance covering the Leased Premises, with limits of at least \$500,000 per occurrence and \$1,000,000 in the aggregate; (b) causes of loss-special form property insurance covering all of Tenant's personal property and business fixtures located within the Leased Premises (collectively, "Tenant's Property") in an amount not less than the full replacement cost of Tenant's Property. Such policies shall name Landlord and its designees as additional insureds. The policies of insurance required to be maintained by Tenant shall be in a form and with a company acceptable to Landlord, and shall be non-cancelable and not subject to material change except upon thirty (30) days prior written notice to Landlord. Tenant's insurance policies shall be primary and non-contributory as to all acts, negligence or omissions arising from the duties or responsibilities of the Tenant. Tenant's policies will also include a waiver of subrogation. Tenant agrees to deliver to Landlord a certificate of each required policy prior to taking possession of the Leased Premises. Tenant agrees that it will not do or permit anything to be done in the Leased Premises prior to delivering evidence of its insurance, or which could increase the rate of insurance on the Leased Premises or the Shopping Center. Tenant agrees that if such rates are increased solely as a result of the preceding sentence, Tenant will pay Landlord for the same. Landlord reserves the right to modify the insurance requirements from time to time upon written notice to Tenant.

RELEASE; WAIVER OF SUBROGATION. To the extent that a loss is covered by insurance in force and recovery is made for such loss, or in the alternative, coverage is required by contract or either party but not carried, Landlord and Tenant, or anyone claiming through either, by way of subrogation or otherwise, hereby mutually release each other for any loss from perils insured against under their respective causes of loss-special form property insurance policies, provided that this waiver shall not be applicable if it has the effect of invalidating any insurance of Landlord or Tenant. Notwithstanding any other provisions of this Lease to the contrary, Landlord hereby releases Tenant and Tenant hereby releases Landlord from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the property or loss of rents or profits of either Landlord or Tenant resulting from or in any way connected with any fire, accident, death, or other casualty, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of either Landlord or Tenant or by any agent, associate or employee of either Landlord or Tenant to the extent that such damage or loss (i) is covered by insurance benefiting the party suffering such loss or damage; (ii) would have been covered by insurance pursuant to this Lease, but for the defaulting party's failure to comply with its obligation under this Lease to procure such insurance; or (iii) is insured against under the terms of any insurance actually carried, regardless of whether such insurance is required to be carried hereunder. Each of Landlord and Tenant agrees that in the event of any such loss or damage, it shall look solely to its insurance for recovery. The effect of such waiver is not limited by the amount of such insurance actually carried or required to be carried, to the actual proceeds received after a loss or to any deductible applicable thereto, and either party's

failure to carry insurance required under this Lease shall not invalidate such waiver. Landlord and Tenant each agrees to have the insurance companies that issue such property insurance waive any rights of subrogation with respect to such property insurance and shall cause the insurance company to issue an endorsement to evidence compliance with such waiver of subrogation. Each of Landlord and Tenant shall bear the costs associated with obtaining such waiver of subrogation from its insurance company. Landlord and Tenant shall give notice to their respective insurance carriers, if any, that the foregoing mutual waiver of subrogation is contained in this Lease. Tenant agrees to the provisions contained in this paragraph with the express understanding and agreement that this provision applies to the extent permitted by the Texas Constitution and state law without expanding Tenant's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and without waiving or diminishing Tenant's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law.

16. CASUALTY. If at any time during the Term, the Leased Premises or any portion of the Shopping Center is damaged by fire or other casualty, Landlord may elect to: (a) repair the damaged portion of the Leased Premises and/or the Shopping Center to substantially the condition which existed at the time Landlord delivered possession of the Leased Premises to Tenant, or (b) cancel this Lease. Landlord will notify Tenant of its election within one hundred eighty (180) days after receipt of written notice from Tenant of such casualty. If Landlord elects to repair the Leased Premises, this Lease shall continue in full force and effect. Base Rent shall abate proportionately during the period and to the extent that the Leased Premises are unfit for use by Tenant and not actually used by Tenant in the ordinary conduct of its business.

17. EMINENT DOMAIN. If any portion of the Leased Premises, is taken by any authority having the power of eminent domain or granted to the same by deed in lieu of condemnation ("Taken" or "Taking"), this Lease shall terminate as to the portion Taken effective on the date such authority takes possession of the same. If any portion of any building in the Shopping Center or any portion of the parking lot or more than ten percent (10%) of the Common Area of the Shopping Center is taken by such authority, Landlord may elect to terminate this Lease. All sums awarded or agreed upon between Landlord and the condemning authority for the Taking of the fee or the leasehold interest will be the property of Landlord. Tenant hereby assigns to Landlord all proceeds for its leasehold interest by reason of such Taking. If this Lease is terminated all Rent shall be payable up to the date that possession is Taken by the authority.

18. ADDITIONAL RENT PAYMENTS. INTENTIONALLY DELETED

19. PAYMENT OF TENANT'S PRO-RATA SHARE. INTENTIONALLY DELETED

20. ACCESS TO LEASED PREMISES. Landlord and its designees shall have the right to peaceably enter upon the Leased Premises at all times, 24 hours a day.

21. SECURITY DEPOSIT. NOT APPLICABLE

22. EVENTS OF DEFAULT. Any one of the following shall be deemed to be an "Event of Default": (a) failure by Tenant to make payment of Rent or any other monetary amount due under this Lease on its due date; (b) failure by Tenant to timely perform any non-monetary obligation within thirty (30) days following notice to Tenant of such failure; (c) if Tenant is judicially declared bankrupt or insolvent according to law; or (d) Tenant abandons the Leased Premises or any significant portion thereof.

23. LANDLORD'S REMEDIES. If an Event of Default occurs, Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following: (a) terminate this Lease or Tenant's right to possession of the Leased Premises; in either event, Tenant shall immediately surrender possession of the Leased Premises to Landlord; or (b) enter upon and take possession of the Leased Premises and remove Tenant and any other occupant therefrom, with or without having terminated the Lease. Tenant shall be liable for all Rent and other indebtedness accrued to the date of such termination, plus immediately liable for all future Rent

and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the balance of the Term. Tenant shall reimburse Landlord for any and all broker's fees, the costs of removing and storing Tenant's or other occupant's property, the costs of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant, and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies. Landlord shall have no duty to relet the Leased Premises or otherwise mitigate damages under this Lease, except as otherwise expressly required by applicable law.

24. **SUBORDINATION TO LANDLORD'S MORTGAGE.** Tenant agrees that, at the election of Landlord's mortgagee, this Lease shall at all times be subordinate to any mortgages or deeds of trust (including all advances, interest, renewals, modifications, replacements and extensions thereof) that are presently or may hereafter be placed upon the Leased Premises or the Shopping Center. Tenant agrees to execute and deliver any instrument evidencing such subordination reasonably requested by Landlord within ten (10) days after the request therefor from Landlord (and no further notice or cure period will be provided prior to it being deemed an Event of Default).

25. **ESTOPPEL CERTIFICATES.** Tenant agrees to execute and deliver any estoppel certificate reasonably requested by Landlord within ten (10) days after the request therefor from Landlord (and no further notice or cure period will be provided prior to it being deemed an Event of Default).

26. **ENVIRONMENTAL REQUIREMENTS.** Except for the incidental use of certain products for routine cleaning and maintenance of the Leased Premises, Tenant agrees not to produce, use, store or generate any "Hazardous Materials" on, under or about the Leased Premises and/or the Shopping Center. Tenant shall keep, operate and maintain the Leased Premises in full compliance with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Leased Premises (collectively, "Environmental Laws"). "Hazardous Material" means any chemical, substance, material, controlled substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, benzene, toluene, ethyl benzene, xylenes, waste oil, asbestos, radon, polychlorinated biphenyls (PCBs), degreasers, solvents, and any and all of those chemicals, substances, materials, controlled substances, objects, wastes or combinations thereof which are now or may become in the future listed, defined or regulated in any manner as "hazardous substances", "hazardous wastes", "toxic substances", "solid wastes," or bearing similar or analogous definitions pursuant to any and all Environmental Laws.

27. **LIMITATION OF LANDLORD'S LIABILITY.** Tenant agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgment from Landlord, it being specifically agreed that neither the Landlord nor any trustee, director, officer, shareholder, employee or agent, nor anyone claiming under the Landlord shall ever be personally liable for any such judgment. In no event shall the Landlord ever be liable to Tenant for any indirect or consequential damages. In the event of the transfer by Landlord of its interest in the Shopping Center, Landlord shall be released from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership. Tenant agrees to the provisions contained in this paragraph with the express understanding and agreement that this provision applies to the extent permitted by the Texas Constitution and state law without expanding Tenant's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and without waiving or diminishing Tenant's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law.

28. **FEES AND EXPENSES.** Unless prohibited by applicable law, the non-prevailing party agrees to pay to the prevailing party the amount of all legal fees and expenses incurred by the prevailing party arising out of or resulting from any act or omission by the non-prevailing party with respect to this Lease or the Leased Premises, including without limitation, any breach by the non-prevailing party of its obligations hereunder.

29. **NOTICES.** Any notice that is given shall be in writing to the addresses as set forth below (as may be changed from time to time) and shall be delivered by hand or sent by United States Registered or Certified Mail, adequate postage prepaid, or via an overnight courier service (e.g., FedEx or UPS). No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided. Notice delivered by hand shall be deemed received when delivered to the notice address, notice mailed shall be deemed completed upon

the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided, and notice sent via overnight courier shall be deemed received when delivered to the notice address. Finally, any written notice addressed as provided hereinabove and actually received by the addressee, shall constitute sufficient notice for all purposes under this Lease. Notice addresses for the parties shall be as follows:

If to Landlord:

Ridley Holdings, L.L.C.
700 Padre Boulevard, Suite D
South Padre Island, TX 78597
Attn: Mr. Wally Jones; Ms. Eleana Jones
Email: wally.jones@padregetaways.com
Email: eleana.jones@padregetaways.com

Copy to:

Ridley Holdings, L.L.C.
Attn: Jill Meyer, General Counsel
1900 N. Akard Street
Dallas, Texas 75201
Email: jmeyer@huntconsolidated.com

If to Tenant:

South Padre Island Economic Development Corporation
Attn: Darla Lapeyre, Executive Director
6801 Padre Boulevard
South Padre Island, TX 78597
Email: southpadreislandedc@gmail.com

30. **FORCE MAJEURE.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, terrorist acts, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitments or obligations under this Lease, provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this section shall not operate to excuse Tenant from timely payment of Rent.

31. **LIABILITY.** If two or more persons or entities sign this Lease as Tenant, their liability shall be joint and several.

32. **RULES AND REGULATIONS.** Tenant shall, at all times during the Term, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Leased Premises and the Shopping Center.

33. **MISCELLANEOUS.** This Lease shall be governed by the law of the state in which the Shopping Center is located with venue in a court of competent jurisdiction in Dallas County, without regard to its conflicts of law rules. If any term or provision of this Lease shall be unlawful, then such term or provision shall be null and void, but the remainder of this Lease shall remain in full force and effect and be binding on both parties. This Lease constitutes the entire understanding and agreement between the parties with respect to the subject matter contained herein and may not be amended, supplemented, or modified except by a writing executed by both Landlord and Tenant. This Lease shall be binding upon Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns. In the event of any enforcement of the terms of this Lease by either party hereto, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees in connection with such enforcement action. Failure on the part of

Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Landlord or Tenant of its rights hereunder.

34. SIGNAGE. Tenant shall be responsible for the costs and installation of a building fascia sign (“Storefront Signage”). Sign plans shall be prepared by Tenant in accordance with applicable laws, code ordinances and the Landlord’s sign criteria, if any (“Sign Criteria”) and subject to Landlord’s prior written consent. All Storefront Signage shall be installed by Tenant on or before the Commencement Date. Landlord shall have the right, at Landlord’s sole and absolute discretion, to require Tenant to remove any exterior or interior (visible from any portion of the Common Area of the Shopping Center) sign, window sign, placard or advertisement which is not professionally made and acceptable to Landlord. Except as approved by Landlord in writing, no sign, placard or advertisement, or exterior or interior window sign, placard or advertisement shall be painted, erected or displayed. No awnings shall be erected without Landlord’s prior written consent. Tenant shall keep Tenant’s electric signs lighted from dusk until 10:00 P.M. (or at Landlord’s election until thirty (30) minutes after the last retail Tenant closes), every day during the Term. During the Term, Tenant shall maintain its signage in accordance with all applicable laws, code ordinances and the Sign Criteria at Tenant’s sole cost and expense.

35. BROKERAGE. Each party hereto represents to the other that it has not authorized any broker to act on its behalf in connection with the Lease hereunder and that it has not dealt with any other broker purporting to act on its behalf. Each party hereto agrees to indemnify, defend and hold harmless the other from and against any and all claims, losses, damages, costs, or expenses of any kind or character arising out of or resulting from any agreement, arrangement, or understanding alleged to have been made by such party or on his or its behalf with any broker or finder in connection with this Lease or the transaction contemplated hereby.

36. Landlord shall deliver possession of the Leased Premises “move-in” ready with space for up to five artists along with general office fixtures and furnishings that shall remain the property of Landlord unless otherwise agreed to in writing between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the execution hereof, in any number of counterpart copies, each of which counterpart copies shall be deemed to be an original for all purposes, as of the day and year aforesaid. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED LEASE BY LANDLORD TO TENANT.

LANDLORD

RIDLEY HOLDINGS, L.L.C.,
a Texas limited liability company

By: _____

Name: _____

Its: _____

Date of Execution: _____

TENANT

SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Its: _____

Date of Execution: _____

EXHIBIT A

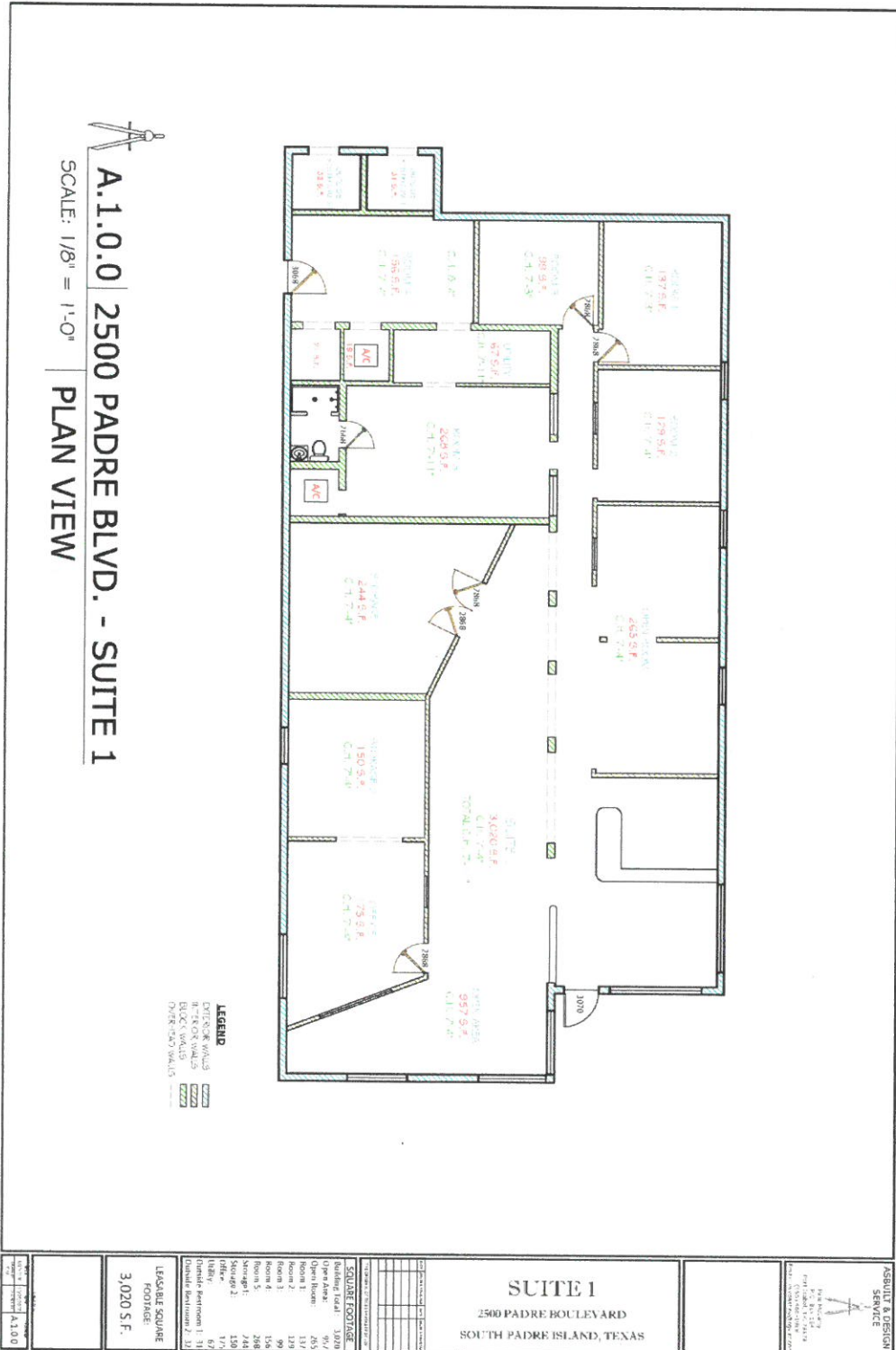


EXHIBIT B

SITE PLAN OF THE SHOPPING CENTER

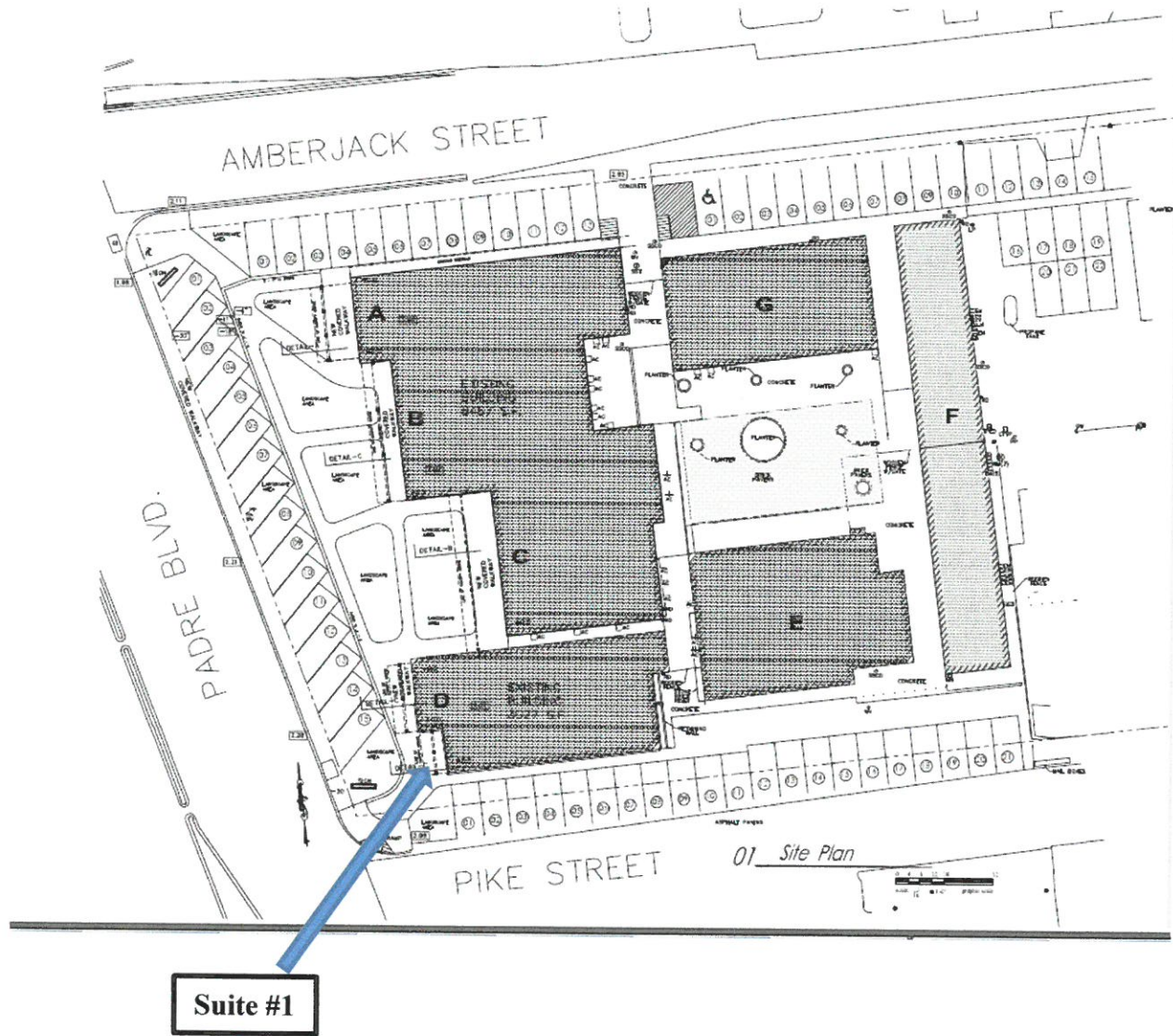


EXHIBIT B-1

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Lots Numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Thirty-One (31), and Lot Number Thirty-Two (32), Block Forty-Two (42), PADRE BEACH SECTION IV, City of South Padre Island, Cameron County, Texas, according to the map recorded in Volume 14, Page 52, of the Map Records, Cameron County, Texas.

EXHIBIT C

EXCLUSIVE AND RESTRICTED USES

A. RESTRICTED USES: Tenant agrees that no portion of the Leased Premises shall be used or operated for any of the following without Landlord's prior written consent:

1. A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant in which the sale of alcoholic beverages therein comprises not more than fifty percent (50%) of gross sales of food and beverages;

2. Any fire sale, going out of business sale, bankruptcy sale, auction house operation or similar sale (unless pursuant to a court order);

3. Any living quarters, sleeping apartments, or lodging rooms;

4. Any adult type bookstore or flea market;

5. Any industrial or manufacturing facility;

4. Any establishment renting, selling or exhibiting pornographic materials or narcotics or related paraphernalia;

5. Off track betting facility or gaming establishment, bowling alley, game room, arcade or bingo hall;

6. Gun store or other store that offers guns or ammunition for sale;

7. No sound broadcasting system or amplifying device which can be heard outside of such tenant's space (unless specifically permitted by a lease);

8. No use of sidewalks or other common areas adjacent to any tenant's space without Landlord approval (or as specifically permitted by a lease).

B. EXCLUSIVE USES: Tenant acknowledges the following exclusive uses in the Shopping Center and agrees that no portion of the Leased Premises shall be used or operated in a manner that would violate such uses:

N/A

**ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEM COVER PAGE**

MEETING DATE: April 16, 2019

ITEM

Discussion and possible action regarding a proposal from ED Suite to develop a new EDC website

BACKGROUND

Gayle Hood and I have met with ED Suite and as a result of our discussions they have provided a proposal to develop a new and improved website for the EDC. It will be more interactive and story driven.

RECOMMENDATIONS/COMMENTS

Recommend approval.



Website & Services Proposal

South Padre Island EDC

EDSUITE

Created
April 9, 2019

Prepared By Joel Soape
President, EDsuite

320 E Methvin
Longview, TX 75601
EDsuite.com
(866) 235-0811

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Letter of Intent

April 9, 2019

Darla Lapeyre
Economic Development Coordinator
South Padre Island Economic Development
6801 Padre Boulevard
South Padre Island, TX 78597

Dear Darla,

Thank you for allowing us to present this proposal for the development of a new website for South Padre Island Economic Development Corporation. We are honored to have the opportunity to discuss partnering with you, and appreciate your time in considering this proposal from us here at EDsuite.

I have included all the items we discussed in the way of specific tools, but if I missed anything you are interested in, just let me know.

Please take a look at the information provided and let me know if you have any questions regarding the details. You can reach me at (866) 235-0811, or by email at joel@EDsuite.com.

Sincerely,



Joel Soape
President | EDsuite

Project Timeline

Your project will be broken up into natural phases based on the chart below. While **dates and timelines are subject to change**, EDsuite is committed to helping you complete your project in an expedited and timely way. Our dedicated project managers ensure that everyone stays on the same page throughout the project and everything continues to move forward at the proper pace.

<i>Months</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>Ongoing</i>
Discovery & Design	✓				
Photography		✓			
Website Build		✓	✓		
Content Creation		✓	✓		
Setup & Launch				✓	
Marketing Campaign				✓	✓
EDsuite Support 365					✓

Key Milestones

Your project will be broken up into 4 specific phases as follows. While dates and timelines are subject to change, EDsuite is committed to helping you complete your project in an expedited and timely way. If additional marketing services are added, these may impact the timelines shown below.

Phase 1

Discovery & Initial Design Meeting

Completion Goal: 2 Weeks

Key Milestones & Deliverables

- Kick-off and discovery meeting
- Develop initial site map
- Understand SPIEDC's current program needs
- Understand South Padre Island's developing story and goals

Phase 2

Phase 2: Design Process

Completion Goal: 4 Weeks

Key Milestones & Deliverables

- Design Begins
- Develop, present, and gain approval for website design, including homepage, active elements, specific features, and internal pages

Phase 3

Phase 3: Development

Completion Goal: 6 Weeks

Key Milestones & Deliverables

- Code approved design
- Shoot or gather photography
- Write & gather content

Phase 4

Phase 4: Content & Launch

Completion Goal: 4 Weeks

Key Milestones & Deliverables

- Input content into beta site
- Test & optimize new site for launch
- Launch website & celebrate

• **Total Estimated Time: 16 Weeks**

The EDSuite Team

Behind your website project, from start to finish, is a dedicated team of professionals who understand your industry and your needs as an economic development organization.

Joel Soape, President

Project Lead & General Management

With over 6 years working directly with economic development, Joel has gained a very clear grasp on how to integrate the needs of a unique industry with the digital marketing world through working closely with clients and industry professionals across the board. He is a graduate of LeTourneau University in Longview, Texas with a Bachelor's degree in Christian Ministry.



Jun Kim, Vice President

Strategy & Marketing

Junkyeong (Jun) Kim's deep experience and extensive marketing, web, and design skill sets serve EDSuite's traditional and digital media clients. Jun project manages website development and works to increase natural SEO density for client sites. Previously, Jun was Director of Marketing for Robroy Industries – Conduit Division and Glenmount Global Solutions. He also has extensive experience as a marketing consultant, freelance designer, and illustrator. Jun completed a dual major in college and holds a B.S. in Marketing and Business Administration.



Jackie Martin

Web Project Manager

From initial website mapping to a website's launch, Jackie oversees the development process, working with EDSuite's programmers, designers, and writer to achieve a successful project completion. Prior to joining Encore Multimedia & EDSuite, Jackie planned and implemented strategic marketing campaigns for Century Link Center, a major entertainment venue in Bossier City, LA. Jackie earned a B.A. Degree in Business Administration, with a marketing focus, from Stephen F. Austin State University.



The EDsuite Team (Cont.)

Taylor Cammack

Web Development

Taylor Cammack is a web developer who brings a focus on front-end technology and design to EDsuite's web team. For nearly a decade, he has expertly created web solutions for a variety of organizations ranging from non-profits, government agencies, and businesses. Graduating from the University of Texas at Arlington with degrees in journalism and communications technology, he is constantly learning and always evolving his approach to creating experiences through the web.



Kimberlin Boyd

Senior Graphic Designer

Kimberlin Boyd brings a creative flare and unique style to each of her projects, elevating the design from ordinary to extraordinary. She has worked on newspaper, print, outdoor, television, and web design with award-winning results for a diversity of clients/industries, including healthcare, education, manufacturing, car dealerships, and more. Kimberlin brings more than 7 years of design experience with her and she is one of 3 designers on our team here at EDsuite.



Sue Stanton

Creative Director & Content Writer

Sue Stanton is committed to the strategic development and creation of focused marketing and advertising content that communicates, engages and motivates. Her wealth of experience and writing versatility allows her to adapt her talents to the unique needs of each project and expertly speak to targeted internal and external audiences and stakeholders. Prior to joining Encore & EDsuite in 2012, Sue was Executive Producer/Director/Writer for Ozone Studios and the Marketing Director/Single Ticket Sales Manager for the Columbus Symphony Orchestra in Columbus, MI. Sue earned her B.A. degree in Broadcast Communications from Marycrest College in Davenport, Iowa.



The EDsuite Team (Cont.)

EDsuite Team Structure

Executive Team

Dean Waskowiak, CEO
Joel Soape, President
Jun Kim, Vice President

Design

Kimberlin Boyd, Design
Nic Trent, Design
David Samford, Design

Additional

Lisa Veatch, Sales
Dave Stanton, Videography
Grayce Weaver, Accounting

Development

Khang Vho, Web Developer
Taylor Cammack, Web Developer
Garrett Whitehorn, Developer & Support

Photography

Brandi Burkett, Photographer
Casey Benson, Photographer

Project Managment

Jackie Martin, PM
Lindsey Godsey, PM

Content

Sue Stanton, Creative Director
Sydney McBride, Content
Jennifer Jester, Digital Marketing

Our EDsuite team is made up of a full staff of 22 professionals all working from our home offices here in Texas. The EDsuite team is capable of covering every aspect of our marketing services and your ongoing support needs. You can view our entire team at [EDsuite.com/about/our-team](https://edsuite.com/about/our-team)

Current Site Assessment

Basic review of Southpadreislandedc.com in its current state

Technical

The current site is four years old. Although it still looks great, there are some advancements in programming and design that would make it much easier to edit and handle the things used on a regular basis.

Things like the indicators that are regularly updated, the agendas, and the programs can all be improved from a programming standpoint to be easier and more visually represented.

Design

From a design perspective, the site could benefit from a refresh, but mostly the opportunity exists to take everything to the next level in style and branding.

Overall, the site is still a standout look when it comes to showing off the visual elements you have on the Island to be proud of.

Content

The content is really one of the primary area the site can be improved. From messaging to story telling to targeted information based on what you are trying to attract to the Island, there is room to take a huge leap forward. We would recommend considering professional videography, some additional photography, and well written content to support the visual aids. Your content should answer questions for viewers like: What kind of businesses do you want to look your way? What opportunities do you have right now to invest in? How can you focus your site in on what your audience needs to see?

Marketing Strategy

From Social Media to a full on marketing strategy, the EDC would greatly benefit from having a plan in place and a goal in mind to drive traffic to the website. You need to have a measurable goal for what success looks like for the EDC, and then establish how the marketing and digital presence can best drive those wins.

General Features

Our sites come standard with these included features:

- Responsive Design for mobile optimization
- Unlimited pages
- Scheduled posting
- Unlimited webforms
- Social media integrations
- Video embed support
- Google translate
- Google Analytics
- Multi-level user access and role management
- Full HTML or simple editing options
- Advanced media library management
- Embed and iFrame compatible pages
- Optimized for technical SEO
- Compatible with intelligence tools such as Localintel or GIS Planning.



Custom Designed Homepage

We build your homepage to tell the unique story of your city from top to bottom. The home page of the site will be uniquely designed around the information and content you want to feature. This will take shape after your design meeting that kicks off the project.

Custom Designed Universal Internal Pages

Without knowing all of the content you intend to put on your site and increasing the cost of the site tremendously, the internal pages will need to be primarily based around a general page look that can be customized with the Universal Page options as a part of the overall custom design of your site.

These pages within the site will have a set of options that will allow for each page to be built around the content it contains in a consistent way, but without having to custom design each page. The options designed will include: quick links, video, large and small image, galleries, pull quote, image + text combo, accordions, featured statistics, PDF download buttons and any other design specific elements created for your site.

Frontend UX Features

Business Programs

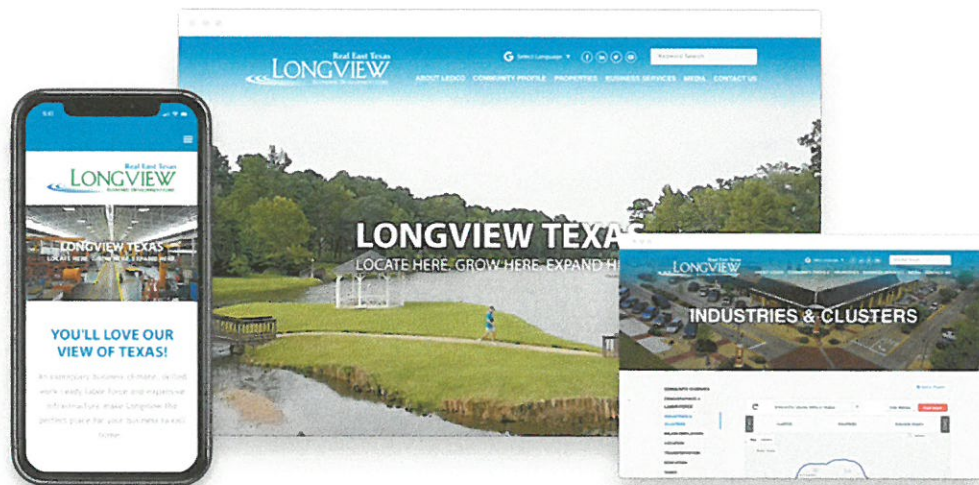
South Padre Island conducts a number of business oriented workshops and grant type programs. A custom designed area of the site that features these in one easy to navigate way would be more effective than having to create a new page for each one.

Economic Indicators

The current site has an economic indicators page that allows PDF downloads of information. This custom element would be a custom designed page that is responsive and more visually appealing for representing these indicators.

Calls To Action

With the goal of converting visits to contacts, we will design a set of well-placed calls to action throughout the site. These may range from signing up for an email list to invitations to connect with the EDC and request further information on next steps to doing business in South Padre Island.



EDsuite Tools

EDsuite tools make your job as an economic developer easier than ever. We have designed each one with you in mind, to save you time and make your content look amazing online. Here are the ones we recommend for your site specifically:

EDagendas

Agendas are a regular part of Economic Development board meetings and a necessary part of your website. We make it easy to post your agendas, amended agendas, minutes, and even a link to meeting videos if needed. On the viewer side of the tool, the downloads are made available in a very clean and stylish form through icons and you can narrow the list down to a specific year to simplify your search.

EDincentives

Incentives are a vital, everyday part of economic development, so we have created an easy to use tool for categorizing, detailing, and showcasing your incentives on your website. Choose from categories like state, local, cash or tax credit, easily list the details, and link to sources like the state's website for more details.

EDprofiles

It is so important that a site visitor can easily find out who they need to contact when they are ready to reach out to you. Our profiles tool allows easy listing of your staff and board members, with options like photos, social and email links, bio, and more. These staff members can also be featured as the direct contact for any page throughout the website.

EDnews

Fresh items from local and regional level econ dev news is the lifeblood of a site seeking to show the rich business climate and growth of your location to interested visitors. The news tool will be manually fed by the South Padre Island staff and will include social share buttons to allow users easy reposting options to their accounts. Your news page acts as the hub for pushing your social media traffic towards your site from avenues like LinkedIn or Facebook.

EDmajoremployers (NEW)

Our major employers tool provides a simple and interactive way to list and categorize your major employers in the city. This tool features your companies by name, sector, and employee count and clearly pins them on the map with color coded markers.

Let us know if you see any other tools you would be interested in: [EDsuite.com/tools](https://edsuite.com/tools)

Content Strategy

Writing & Storytelling

Our experienced writers bring our industry specific experience to the table to shape your content around the story and message of South Padre Island, TX. Not only do we ensure your site is built with quality messaging, but our process saves you time and ensures your project does not stall when you get to the content phase.

Though there is a good bit of content on your current site that can be adjusted and used, we do not feel like it fully tells the story of South Padre Island and what you can offer to companies locating in your community. We will work with you to craft your story around your city and your goals in order to best communicate to your audience the best you have to offer and why they should want to be a part of that.

Included with your project is **up to 30 hours of writing time.**

Initial Content Setup

Your content setup will be managed by your project manager, who will be responsible for every aspect of the content placement and launch process. Your PM will also spend time with the SCC staff to help them understand and best arrange the content on the site both before the design and at the point of initial setup of the site for launch. This may include in person meetings as well as phone and digital meetings throughout the process.

Backend UI Features

Custom CMS

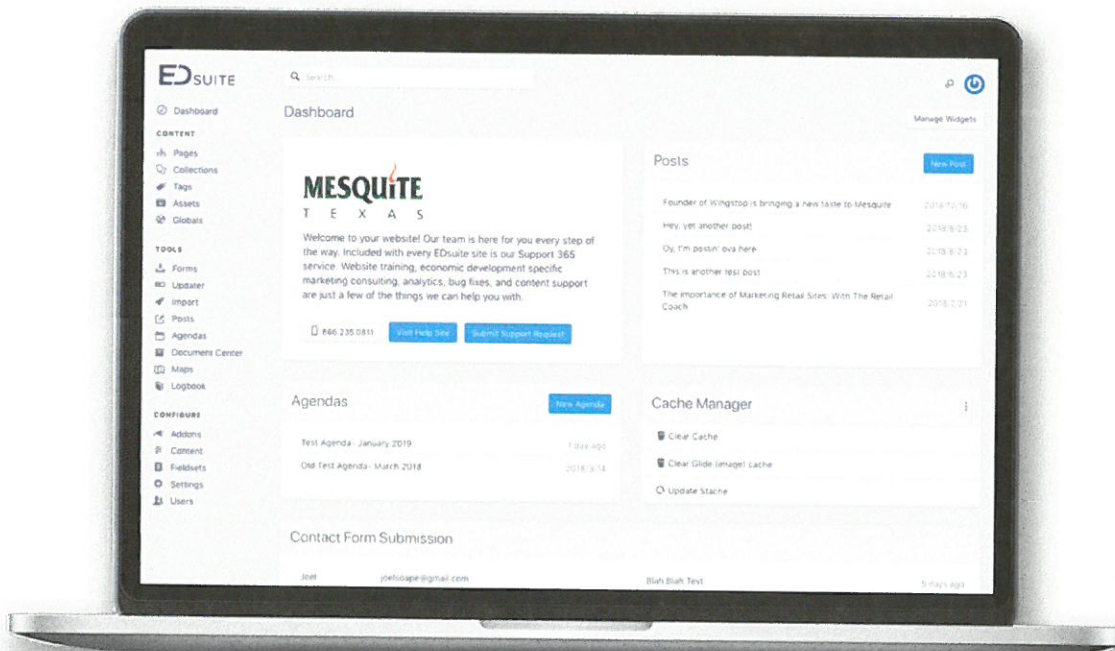
EDsuite websites run on a highly customized configuration of the Statamic CMS. Statamic provides an incredibly focused and secure content management system built on modern programming principles and frameworks including the Laravel PHP Framework. Want to learn a little more about it? Check out Statamic.com. Your CMS gives you easy access to edit all your pages, homepage featured content, and your EDsuite tools content in a snap.

Google Analytics Dashboard

EDsuite's backend dashboard provides a snapshot style Google Analytics dashboard for easy monitoring of your traffic and activity. Full graphic charts and tables make it easy to see your trends and impact points on your site have been.

Metadata & Open Graph Control

For each piece of content and each page on your site, you have full control of your meta-titles, tags, and open graph images. These abilities will drastically improve your SEO and content sharing experience.



EDsuite Support 365 (Required)

Once your website is live the work really begins. You have full capabilities and access to maintain your website but our client relations team is here to help any time. Whether it's a simple question or full staff training, we're ready to serve you. You aren't just getting a little tech

support with our team, you are getting a partnership with knowledgeable professionals that want to help you and your city succeed in any way they can.



Here are some of the things included in our Support 365:

- Access to EDsuite's experience with and knowledge of the economic development industry for your website and marketing related questions
- Quarterly security updates on the site's programming
- Resolution and repair of any errors, compatibility issues, bugs, or hacks that come up on the site during regular use
- Support for EDO staff with content placement and editing when needed
- Training time whenever needed for future hires or refresher courses with existing staff
- Online help center for basic operation steps related to your site and tools

Hosting

Through our partnership with Rackspace and Liquid Web, EDsuite provides a dedicated private cloud-based hosting environment. Together, we're able to offer a hosting package that will suit your needs.

- Daily full backup will be retained for 30 days and a monthly backup will be retained for 12 months
- 24/7 Premier server security & network monitoring
- Unlimited site storage space
- Unlimited Bandwidth

EDsuite Quote

EDsuite Website	\$18,950
Website Design & Build	\$14,400
Project Management	\$2,000
Content Creation	\$2,550
<hr/>	
Total Initial Investment	\$18,950

Annual Costs	\$3,000/yr
EDsuite Support 365	\$3,000/yr

Payment Options

50/50

The 50/50 payment term is structured with a 50% deposit upon agreement and the final 50% of the project upon delivery of completed product. Contract is a year to year contract post launch.

3 Year Contract

The payment schedule for a three year contract allows the Website Design/Build cost to be divided evenly over 3 years. Photography & Marketing services are billed on completion and annual costs are added to the contract portion due each year.

Pricing is good for 120 days from April 9, 2019. All EDsuite Terms & Conditions do apply.

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Acceptance

Date:

Date:

Joel Soape | President, EDsuite

Authorized Representative | SPIEDC

Thank You.

**Do you have questions or need us to make changes?
Don't hesitate to reach out.**

Joel Soape

President, EDsuite

o. 866.235.0811 | c. 903.746.9431

Joel@EDsuite.com

**ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEM COVER PAGE**

MEETING DATE: April 16, 2019

ITEM

Executive Director's Activity report

BACKGROUND

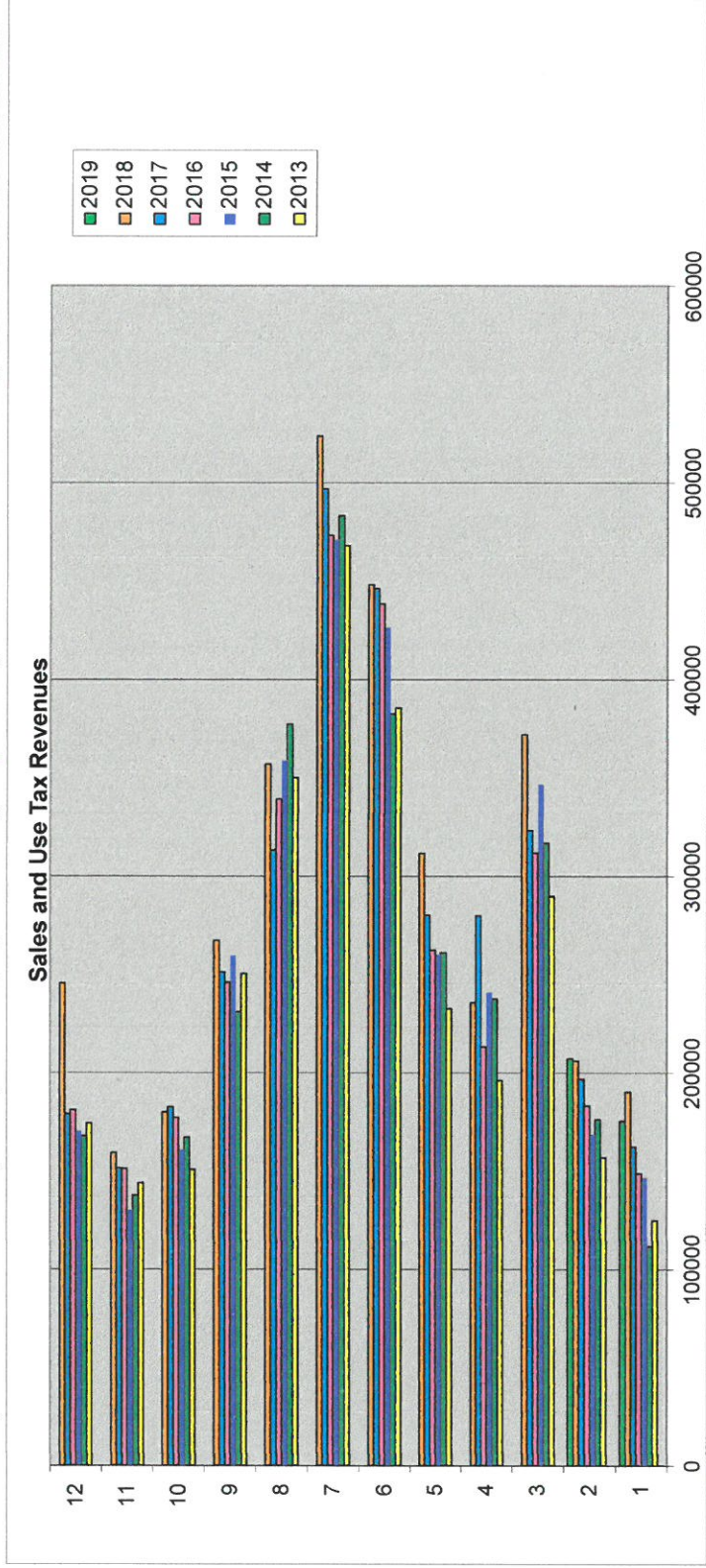
I have been extremely busy this month with four major Projects ongoing: Sand Dollars for Success, Micro-Hospital, Art Business Incubator and Façade Improvement Grants.

RECOMMENDATIONS/COMMENTS

South Padre Island Sales and Use Tax Revenues

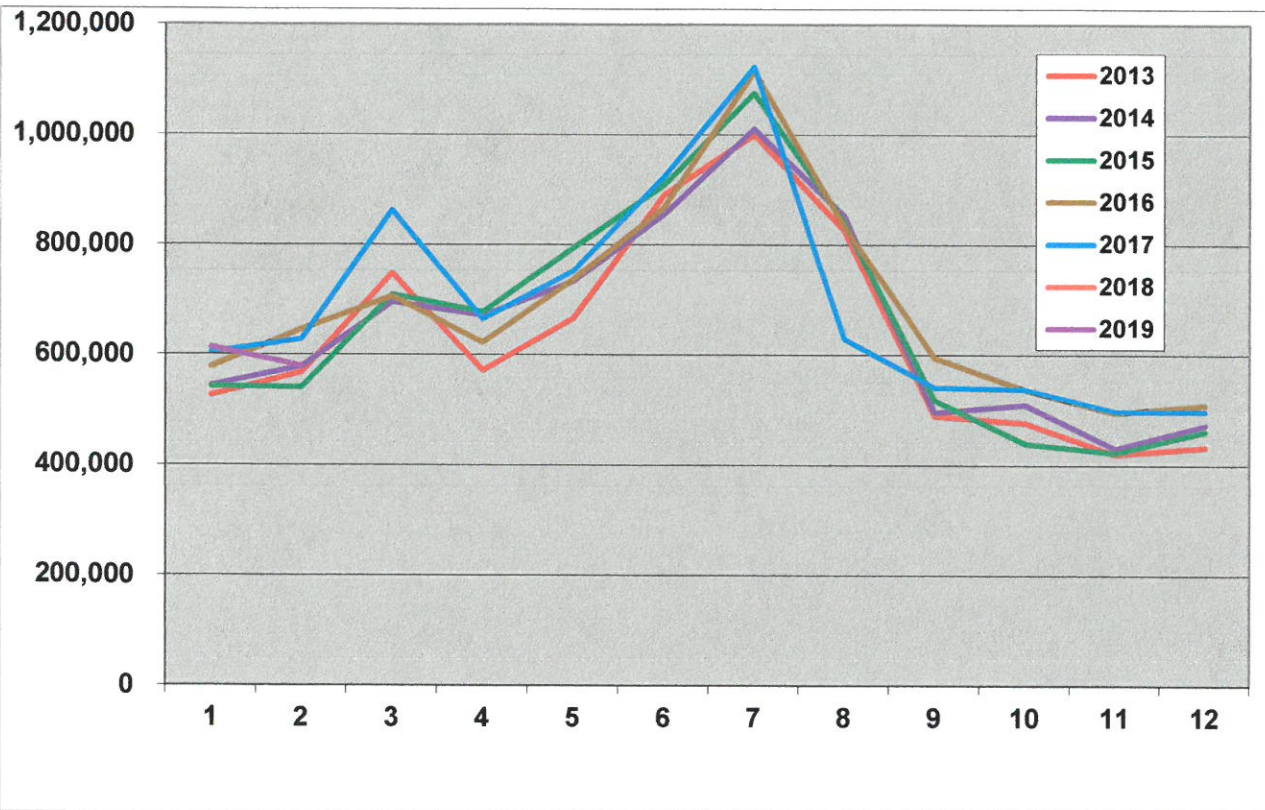
	2013	2014	2015	2016	2017	2018	2019	
January	\$ 124,955	\$ 111,837	\$ 147,033	\$ 148,673	\$ 162,359	\$ 190,422	\$ 175,596	(7.79)%
February	156,927	176,331	168,939	183,246	196,705	206,130	207,214	0.53
March	289,849	316,834	346,948	311,867	323,169	372,025		
April	195,868	237,624	241,179	213,305	279,898	235,839		
May	232,586	261,170	260,265	262,341	280,107	311,590		
June	385,570	382,481	426,572	438,459	446,128	448,195		
July	467,989	483,156	471,196	473,223	496,833	523,677		
August	350,038	377,267	359,029	339,074	313,046	356,980		
September	250,437	231,042	259,809	245,959	251,213	267,254		
October	150,816	167,179	161,032	177,265	182,611	180,060		
November	143,930	137,595	130,352	151,043	151,463	159,287		
December	174,214	167,830	170,488	180,991	178,991	245,571		
Total	\$ 2,923,179	\$ 3,050,346	\$ 3,142,842	\$ 3,125,446	\$ 3,262,523	\$ 3,497,030		

NOTE: Percentages of change March vs. April each year are principally the result of the month in which Easter falls. Amounts reported in January are based on January sales, for example, even though reported by the State and received by South Padre Island in March.



Queen Isabella Causeway Crossings							
	2013	2014	2015	2016	2017	2018	2019
January	527,334	545,412	543,812	579,339	605,351	578,988	614,367
February	569,256	579,652	541,692	646,389	628,983	660,051	580,719
March	748,868	696,713	710,372	707,409	863,694	858,576	
April	572,981	672,256	678,785	623,538	666,219	661,275	
May	667,396	734,145	795,443	737,676	753,130	828,753	
June	891,479	856,218	909,703	869,259	924,920	918,969	
July	1,001,516	1,011,822	1,076,391	1,115,932	1,123,915	1,099,082	
August	827,912	854,218	841,972	835,114	630,959	838,562	
September	490,324	496,630	518,886	595,754	542,362	570,947	
October	477,632	510,888	440,819	538,479	538,845	517,865	
November	421,133	431,869	423,711	496,333	499,602	454,232	
December	433,917	474,396	462,722	510,103	498,665	492,317	
Total	7,629,748	7,864,219	7,944,308	8,255,325	8,276,645	8,479,617	

Source: Texas Department of Transportation



South Padre Island Building Permit Valuations

	2013	2014	2015	2016	2017	2018	2019	Commercial	Residential
January	\$ 703,791	\$ 434,335	\$ 4,490,817	\$ 2,620,888	\$ 1,800,672	\$ 2,646,580	\$1,499,429	\$ 134,083	\$1,365,346
February	330,425	2,117,014	1,887,739	1,675,855	5,039,127	863,730	999,507	109,456	890,051
March	1,016,164	271,651	2,319,135	3,840,221	292,310	1,466,569			
April	554,688	412,515	8,676,090	816,823	683,307	688,098			
May	295,625	1,052,261	1,143,022	1,227,546	1,478,355	1,156,579			
June	177,150	1,717,942	842,403	595,320	1,318,655	2,974,574			
July	145,069	160,664	1,439,706	1,236,569	40,748,569	750,081			
August	2,525,727	500,475	1,799,928	1,973,961	1,431,102	624,914			
September	692,401	894,061	1,205,667	3,132,869	392,210	1,593,682			
October	885,901	2,322,681	792,963	963,435	480,367	363,576			
November	1,103,873	1,975,292	2,008,807	1,028,228	-	1,360,146			
December	162,116	1,894,849	2,855,683	582,797	1,201,460	1,061,966			
Total	\$ 8,592,930	\$ 13,753,740	\$ 29,461,960	\$ 19,694,512	\$ 54,866,134	\$ 15,550,495			

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 0/00/0000 THRU 99/99/9999
 ISSUED DATES: 3/01/2019 THRU 3/31/2019 USE SEGMENT DATES
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

*March - Building Projects
2019*

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
20190212 BLDR-REM	3/04/2019 3/04/2019	MCNAIR, MICHAEL RESIDENTIAL REMODEL	112 E MARS BLDR-REM - RESIDENTIAL REMO	WM BURNE WM BURNS	RESIDENTIAL REMODEL 30,000.00	BLDR-REM 210.00
20190217 BLDC-REM	3/04/2019 3/04/2019	DALOR LIMITED PARTNERSHIP COMMERCIAL REMODEL	1004 PADRE BLVD I1 BLDC-REM - COMMERCIAL REMOD	CAMACHO CAMACHO	COMMERCIAL REMODEL 2,000.00	BLDC-REM 25.00
20190219 BLDR-REP	3/05/2019 3/05/2019	HEINER, WAYNE RESIDENTIAL REPAIR	3000 GULF BLVD 1110 BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 10,000.00	BLDR-REP 70.00
20190225 BLDR-REP	3/07/2019 3/07/2019	WHITSON, GERALD RESIDENTIAL REPAIR	132 E CONSTELLATION BLDR-REP - RESIDENTIAL REPA	SHAMROCK OWNER	RESIDENTIAL REPAIR 450.00	BLDR-REP 25.00
20190226 BLDR-REM	3/07/2019 3/07/2019	ANDERSON, LOREN RESIDENTIAL REMODEL	6608 PADRE BLVD 129 BLDR-REM - RESIDENTIAL REMO	DIAMOND DIAMOND	RESIDENTIAL REMODEL 16,000.00	BLDR-REM 112.00
20190238 BLDC-REM	3/08/2019 3/08/2019	PALETTE INVESTMENT COMPANY COMMERCIAL REMODEL	2500 PADRE BLVD 1 BLDC-REM - COMMERCIAL REMOD	GARANT GARANT	COMMERCIAL REMODEL 46,000.00	BLDC-REM 322.00
20190241 BLDC-REP	3/08/2019 3/08/2019	CASTAWAYS CONDOMINIUMS COMMERCIAL REPAIR	3700 GULF BLVD HOA BLDC-REP - COMMERCIAL REPAI	PESINA PESINA	COMMERCIAL REPAIR 15,774.31	BLDC-REP 110.42
20190245 BLDR-REP	3/08/2019 3/08/2019	JENKINS, ALLEN C RESIDENTIAL REPAIR	188 KINGS COURT BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 3,000.00	BLDR-REP 25.00
20190247 BLDR-REP	3/08/2019 3/08/2019	BROWN, SUSAN RESIDENTIAL REPAIR	116 E OLEANDER BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 2,320.00	BLDR-REP 25.00
20190248 BLDR-REM	3/08/2019 3/08/2019	QUIROGA, JOSE ANTONIO RESIDENTIAL REMODEL	3000 GULF BLVD 806 BLDR-REM - RESIDENTIAL REMO	MASSO MASSO	RESIDENTIAL REMODEL 3,300.00	BLDR-REM 25.00
20190250 BLDR-REM	3/08/2019 3/08/2019	CZOPOTH, ROBERT J RESIDENTIAL REMODEL	1400 GULF BLVD 102 BLDR-REM - RESIDENTIAL REMO	MOULEDOUS MOULEDOUS	RESIDENTIAL REMODEL 23,250.00	BLDR-REM 162.75
20190254 BLDC-REM	3/08/2019 3/08/2019	FIRST AVENUE CONCEPTS COMMERCIAL REMODEL	4000 PADRE BLVD BLDC-REM - COMMERCIAL REMOD	ROYAL RENO ROYAL RENO	COMMERCIAL REMODEL 5,000.00	BLDC-REM 35.00
20190258 BLDR-REP	3/11/2019 3/11/2019	BAHIA MAR CO OWNERS ASSN RESIDENTIAL REPAIR	6300 PADRE BLVD SVRAL BLDR-REP - RESIDENTIAL REPA	JMJ JMJ	RESIDENTIAL REPAIR 31,486.50	BLDR-REP 220.41
20190262 BLDC-ADD	3/12/2019 3/12/2019	LOZANO, ROBERT COMMERCIAL ADDITION	2401 PADRE BLVD BLDC-ADD - COMMERCIAL ADDIT	ALMAZAN ALMAZAN	COMMERCIAL ADDITION 2,000.00	BLDC-ADD 25.00
20190263 BLDR-REM	3/12/2019 3/12/2019	HOFFMAN, SHAY RESIDENTIAL REMODEL	3308 GULF BLVD BLDR-REM - RESIDENTIAL REMO	HAECKE HAECKE	RESIDENTIAL REMODEL 50,000.00	BLDR-REM 350.00
20190275 BLDR-REP	3/14/2019 3/14/2019	VELASCO, MARTIN RESIDENTIAL REPAIR	5805 GULF BLVD BLDR-REP - RESIDENTIAL REPA	VELASCO VELASCO	RESIDENTIAL REPAIR 4,800.00	BLDR-REP 33.60

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 0/00/0000 THRU 99/99/9999
 ISSUED DATES: 3/01/2019 THRU 3/31/2019 USE SEGMENT DATES
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
20190280 BLDR-REM	3/15/2019 3/15/2019	HUGHSTON, DAVID RESIDENTIAL REMODEL	425 PADRE BLVD 27 BLDR-REM - RESIDENTIAL REMO	MOREAU MOREAU	RESIDENTIAL REMODEL 4,000.00	BLDR-REM 28.00
20190282 BLDC-ADD	3/15/2019 3/15/2019	SPI REDEVELOPMENT CO COMMERCIAL ADDITION	2401 LAGUNA BLVD B BLDC-ADD - COMMERCIAL ADDIT	LOERA LOERA	COMMERCIAL ADDITION 4,000.00	BLDC-ADD 28.00
20190289 ROOF-RES	3/19/2019 3/19/2019	YORKSHIRE HOLDINGS LTD RESIDENTIAL ROOF	4012 GULF BLVD ROOF-RES - RESIDENTIAL ROOF	JESSICA JESSICA	RESIDENTIAL ROOF 16,500.00	ROOF-RES 115.50
20190294 BLDR-REP	3/20/2019 3/20/2019	SUNTIDE III CONDOMINIUMS H RESIDENTIAL REPAIR	3000 GULF BLVD HOA BLDR-REP - RESIDENTIAL REPA	JV RENO JV RENO	RESIDENTIAL REPAIR 5,777.00	BLDR-REP 40.44
20190295 BLDR-REP	3/20/2019 3/20/2019	COLE, MICHAEL RESIDENTIAL REPAIR	132A E ACAPULCO BLDR-REP - RESIDENTIAL REPA	SHAMROCK SHAMROCK	RESIDENTIAL REPAIR 6,800.00	BLDR-REP 47.60
20190296 BLDR-REP	3/20/2019 3/20/2019	SULLIVAN, CAROLINE RESIDENTIAL REPAIR	128 E MEZQUITE BLDR-REP - RESIDENTIAL REPA	SHAMROCK SHAMROCK	RESIDENTIAL REPAIR 11,500.00	BLDR-REP 80.50
20190299 BLDC-REP	3/20/2019 3/20/2019	FIRST NATIONAL BANK OF SPI COMMERCIAL REPAIR	709 PADRE BLVD BLDC-REP - COMMERCIAL REPAI	JMR CONST JMR CONST	COMMERCIAL REPAIR 3,935.00	BLDC-REP 27.55
20190318 BLDR-REP	3/26/2019 3/26/2019	SUNTIDE II CONDOMINIUMS HOA RESIDENTIAL REPAIR	4000 GULF BLVD BLDR-REP - RESIDENTIAL REPA	ISLA ISLA	RESIDENTIAL REPAIR 32,845.00	BLDR-REP 229.92
20190321 BLDR-REP	3/26/2019 3/26/2019	LUGO, ERNESTO RESIDENTIAL REPAIR	5317 GULF BLVD BLDR-REP - RESIDENTIAL REPA	TRIGOS TRIGOS	RESIDENTIAL REPAIR 16,000.00	BLDR-REP 112.00
20190323 BLDR-REP	3/26/2019 3/26/2019	CASTAWAYS CONDOMINIUMS RESIDENTIAL REPAIR	3300 GULF BLVD HOA BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 457,800.00	BLDR-REP 3,204.60
20190324 ROOF-COM	3/26/2019 3/26/2019	SCHLITTERBAHN BEACH RESORT COMMERCIAL ROOF	100 PADRE BLVD ROOF-COM - COMMERCIAL ROOF	LOERA LOERA	COMMERCIAL ROOF 15,000.00	ROOF-COM 105.00
20190325 BLDR-REP	3/26/2019 3/26/2019	BOYD, CHARLOTTE RESIDENTIAL REPAIR	103 E TARPON BLDR-REP - RESIDENTIAL REPA	CAMACHO CAMACHO	RESIDENTIAL REPAIR 10,000.00	BLDR-REP 70.00
20190326 BLDC-REP	3/27/2019 3/27/2019	SPI REDEVELOPMENT CO COMMERCIAL REPAIR	105-109 W PIKE BLDC-REP - COMMERCIAL REPAI	G & T G & T	COMMERCIAL REPAIR 97,301.75	BLDC-REP 681.11
20190328 BLDC-ADD	3/28/2019 3/28/2019	SPI REDEVELOPMENT CO COMMERCIAL ADDITION	106 W MARLIN BLDC-ADD - COMMERCIAL ADDIT	RECOIL RECOIL	COMMERCIAL ADDITION 10,000.00	BLDC-ADD 70.00
20190329 BLDC-ADD	3/29/2019 3/29/2019	LAS VENTANAS CONDOMINIUMS H COMMERCIAL ADDITION	3504 GULF BLVD HOA BLDC-ADD - COMMERCIAL ADDIT	VILLEGAS VILLEGAS	COMMERCIAL ADDITION 3,500.00	BLDC-ADD 25.00
20190332 BLDC-ADD	3/29/2019 3/29/2019	PADRE GRAND HOA COMMERCIAL ADDITION	2100 GULF BLVD BLDC-ADD - COMMERCIAL ADDIT	H2O H2O	COMMERCIAL ADDITION 25,000.00	BLDC-ADD 175.00

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 0/00/0000 THRU 99/99/9999
 ISSUED DATES: 3/01/2019 THRU 3/31/2019 USE SEGMENT DATES
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
SEGMENT	SEGMENT DT	DESCRIPTION	BUILDING CODE	SEG. CONT.	VALUATION	FEE

*** TOTALS ***	NUMBER OF PROJECTS:	32	VALUATION:	965,339.56	FEES:	6,816.40
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PROJECTS: 0 -ZZZZZZZZZ
 APPLIED DATES: 0/00/0000 THRU 99/99/9999
 ISSUED DATES: 3/01/2019 THRU 3/31/2019 USE SEGMENT DATES
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEE\$
BLDC-ADD - COMMERCIAL ADDITION	5	5	44,500.00	323.00
BLDC-REM - COMMERCIAL REMODEL	3	3	53,000.00	382.00
BLDC-REP - COMMERCIAL REPAIR	3	3	117,011.06	819.08
BLDR-REM - RESIDENTIAL REMODEL	6	6	126,550.00	887.75
BLDR-REP - RESIDENTIAL REPAIR	13	13	592,778.50	4,184.07
ROOF-COM - COMMERCIAL ROOF	1	1	15,000.00	105.00
ROOF-RES - RESIDENTIAL ROOF	1	1	16,500.00	115.50
*** TOTALS ***	32	32	965,339.56	6,816.40



Lone Star National Bank

P.O. Box 1127 • Pharr, Texas 78577-1127
www.lonestarnationalbank.com



Customer Service (956) 984-2440
Toll-Free Customer Service (800) 580-0322
24-Hour Phone Banking (956) 984-2444
Lost or Stolen Debit Card (800) 580-0322

Date 3/29/19 Page 1
Primary Account XXXXXXXXXXXXX2005
Enclosures 2

SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT
CORPORATION
6801 PADRE BLVD
SOUTH PADRE ISLAND TX 78597

If you have overdrawn your account, be advise we have other less expensive methods to handle NSF item payments. Presenting transactions against NSF's is an expensive practice. To discuss other alternatives, call us at 1(800)580-0322 ext. 2440.

CHECKING ACCOUNTS

NOW Checking Commercial		Number of Enclosures	2
Account Number	XXXXXXXXXXXX2005	Statement Dates	3/01/19 thru 3/31/19
Previous Balance	121,087.33	Days in the statement period	31
2 Deposits/Credits	2,129.18	Average Ledger	121,739.53
1 Checks/Debits	3.00	Average Collected	121,683.75
Service Charge	.00		
Interest Paid	25.84		
Current Balance	123,239.35	2019 Interest Paid	74.57

Deposits and Additions

Date	Description	Amount
3/19	Over The Counter Deposit	1,064.59
3/26	Over The Counter Deposit	1,064.59
3/31	Interest Deposit	25.84

Debits and Other Withdrawals

Date	Description	Amount
3/29	Paper Statement Fee	3.00-

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
3/01	121,087.33	3/26	123,216.51	3/31	123,239.35
3/19	122,151.92	3/29	123,213.51		