



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, October 25, 2021 at 5:30 PM

City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

The following item will be addressed at this or any other meeting of the city council upon the request of the mayor, any member(s) of council and/or the city attorney:

Announcement by the mayor that council will retire into closed session for consultation with city attorney on matters in which the duty of the attorney to the city council under the Texas disciplinary rules of professional conduct of the state bar of Texas clearly conflicts with the open meetings act (title 5, chapter 551, section 551.071(2) of the Texas government code).

(All matters listed under the consent agenda item are routine by the city council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.)

AGENDA

Council will consider/discuss the following items and take any action deemed necessary.

COVID-19 MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a special and workshop meeting Monday, October 25, 2021 beginning at 5:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

Due to COVID-19 concerns, social distancing guidelines will be encouraged for in-person attendance. The meeting will also be available via the video conferencing application "ZOOM".

Join Zoom Meeting:

<https://us02web.zoom.us/j/88668473324?pwd=VVJOQzlaOFIzM0gxak95aGNtc3F1Zz09>

Meeting ID: 886 6847 3324

Passcode: 892299

One tap mobile

+13462487799,,88668473324#,,,*892299# US (Houston)

Dial by your location

+1 346 248 7799 US (Houston)

I. **ROLL CALL**

CITY COUNCIL SPECIAL MEETING**II. CALL TO ORDER****III. COMMENTS FROM THE PUBLIC** - *Comments will be limited to three (3) Minutes per individual unless permission to speak longer is received in advance***IV. ACTION ITEMS** - *Council will consider/discuss the following items and take any action deemed necessary*

1. Consider award of a Maintenance Mowing Contract for Fiscal Year 2021-2022. Presenter is Wayne Shaffer
2. Review bids, discuss, consider, and possibly adopt Resolution No. R-102521-1 committing City Funds towards the construction cost of the Street & Drainage Improvement Project for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Contract No. 20-065-071-C198 Hurricane Harvey. Presenter is Jody Weaver
3. Consider award of the construction bid for the twelve-inch Waterline Phase 1 Project. Presenter is Wayne Shaffer
4. Consider approval of an agreement between the City of Port Lavaca and Ferguson Water Works for the purchase of new “AMI” water meters via the government financing in the amount of \$2,283,372.00. Presenter is Susan Lang
5. Consider amendment to the City of Port Lavaca HR and Workplace Policies by adding to Chapter 4 Leave of Absence, a “Section 4.13 Quarantine Leave for Fire Fighters and Peace Officers” as required by 87th Legislature H.B. 2073 and the Texas Local Government Code Section 180.008. Presenter is Jody Weaver

V. ADJOURN SPECIAL MEETING**CITY COUNCIL WORKSHOP****VI. CALL TO ORDER****VII. COMMENTS FROM THE PUBLIC** - *Comments will be limited to three (3) Minutes per individual unless permission to speak longer is received in advance***VIII. ITEMS FOR DISCUSSION** - *Council will discuss the following items*

1. Discuss the proposed Long Range Planning docket for ordinance updates and revisions for 2022. Presenter is Jessica Carpenter
2. Discuss the code of ordinance updates, revisions and additions for Chapter 12, Chapter 26, Chapter 34, Chapter 36, and the newly proposed chapter for the 2015 International Property Maintenance Code. Presenter is Jessica Carpenter
3. Discuss candidates to represent each of the 5 Council districts to be considered for the Economic Development Vision Committee. Presenter is Jessica Carpenter

IX. ADJOURN WORKSHOP

CERTIFICATION OF POSTING NOTICE

This is to Certify that the above foregoing notice of a Special Meeting and a Workshop Session of the City Council of the City of Port Lavaca, Texas, to be held Monday, October 25, 2021 beginning at 5:30 p.m., was posted at City Hall, easily accessible to the Public, as of 5:30 p.m., Wednesday, October 20, 2021.

/s/ Mandy Grant, City Secretary

ADA NOTICE

The Port Lavaca City Hall and Council Chambers are wheelchair accessible. Access to the building is available at the primary north entrance facing Mahan Street. Special parking spaces are located in the Mahan Street parking area. In compliance with the Americans with Disabilities Act, the City of Port Lavaca will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact City Secretary Mandy Grant at (361) 552-9793 Ext. 230 for assistance.

COMMUNICATION

SUBJECT: Consider award of a Maintenance Mowing Contract for Fiscal Year 2021-2022.
Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

SPECIAL COUNCIL MEETING: OCTOBER 25, 2021

AGENDA ITEM __

DATE: 10.19.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: MAINTENANCE MOWING OF VARIOUS AREAS

BACKGROUND:

We began advertising for bids for Maintenance Mowing of various areas on September 29 and received 3 bids on October 14.

The scope of these various areas are as follows:

- Clement Cove upland x 20 times
- 0.5 City lot at corner of Brookhollow and Holiday Lane x 20 times
- 0.8 City lot at corner of Newlin and Commerce x 20 times
- Area between railroad tracks and curb on Main St south of SH 35 for 2600 LF +/- x 20 times
- NE intersection of Half League and Main St. x 20 times
- City Park x 36 times
- George Adams Park x 36 times

A copy of the Bid package and the Bid Tabulation is attached.

The low bidder is P&W Tree Trimming of Van Vleck with a total bid with a single contract of \$26,400.

Note: In FY 2020-21, we spent about \$58,000 on the contract with Marvelous Gardens for Median Maintenance Mowing that was executed Dec 1, 2018. This contract has one more year, expiring on November 30, 2022. With the increase in budgeted funds this year, I have increased the mowing frequency of the median to 10x vs the previous 8x per year. The details of the Marvelous Gardens contracted services are as follows:

- Median mowing 10 x \$4515.00 = \$45,150
- Median Crossings 20 x 570 = \$11,400
- SH 35 ROW Triangle across from City park = \$95 x \$20 = \$1,900
- Travis Street media (where palm trees are) = \$75 x 20 = \$1,500
- NE corner of SH 35 ROW (Welcome sign) = \$75 x 20 = \$1,500
- SW corner of SH 35 ROW = \$125 x 20 = \$2,500
- Trash pick up \$35/manhour = \$10,000 estimate for the year
- Total estimate for year FY 2021-22 = \$73,950 (approx.. \$16,000 increase)

FINANCIAL IMPACT: The FY 2021-22 budget adds \$50,000 in streets for Contract Mowing and \$50,000 in Parks for Maintenance Mowing. With the award of this contract to P&W, the annual cost to Parks is \$7,400 and to Streets is \$19,000. Add the additional to Streets in the Marvelous Gardens Contract, that is a total additional of \$35,000 to streets.

RECOMMENDATION: Authorize the City Manager to execute a one-year contract with P&W Tree Trimming in the amount of \$26,400 in accordance to the bid documents, pending receipt of satisfactory insurance certificate for Workman's Compensation and Liability insurance.

Note additional individual contracts may be issued from this procurement if needed by the Parks and Streets to keep up with other mowing of ditches and other areas throughout the year.

For FY 2022-23, the entire scope will be included in a bid package next year as the Marvelous Gardens contract will expire on Nov 30, 2022.

ATTACHMENTS:

- Bid Tabulation
- Bid Package

MAINTENANCE MOWING OF VARIOUS AREAS - City of Port Lavaca
 Bid Opening Thursday October 14 at 2:30 pm

BID	EST QTY	UNIT	DESCRIPTION	P&W Tree Trimming				Marvelous Gardens				Mauer Shredding Service			
				Van Vleck				Port Lavaca				Port Lavaca			
				If awarded individual contracts		If awarded one contract for full scope		If awarded individual contracts		If awarded one contract for full scope		If awarded individual contracts		If awarded one contract for full scope	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
A	20	EA	Fine mow/trim out Clement Cove Upland (Area #1)	\$200	\$4,000	\$150	\$3,000	\$220	\$4,400	\$195	\$3,900	\$360	\$7,200	\$342	\$6,840
B	20	EA	Fine mow/trim out 0.5 ac lot on Brookhollow Dr. at Holiday Land (Area #2)	\$100	\$2,000	\$75	\$1,500	\$95	\$1,900	\$75	\$1,500	\$270	\$5,400	\$256	\$5,120
C	20	EA	Fine mow/trim out 0.8 ac lot at the corner of Newlin St. & Commerce St. (Area #3)	\$100	\$2,000	\$75	\$1,500	\$105	\$2,100	\$95	\$1,900	\$140	\$2,800	\$133	\$2,660
D	20	EA	Fine mow/trim out between the railroad tracks and the curb on Main St; 2600 LF +/- (Area #4)	\$200	\$4,000	\$150	\$3,000	\$275	\$5,500	\$220	\$4,400	\$480	\$9,600	\$456	\$9,120
E	20	EA	Fine mow/trim out 0.5 ac tract at NE intersectin of Half League and Main St. (Area #5)	\$175	\$3,500	\$150	\$3,000	\$145	\$2,900	\$125	\$2,500	\$240	\$4,800	\$228	\$4,560
F	36	EA	Fine mow/trim out City Park (Area #6)	\$250	\$9,000	\$200	\$7,200	\$550	\$19,800	\$495	\$17,820	\$540	\$19,440	\$513	\$18,468
G	36	EA	Fine mow/trim out George Admas Park (Area #7)	\$250	\$9,000	\$200	\$7,200	\$185	\$6,660	\$175	\$6,300	\$360	\$12,960	\$342	\$12,312
TOTALS				\$33,500		\$26,400		\$43,260		\$38,320		\$62,200		\$59,080	

Trash Pick up per manhour	No extra charge	\$0	\$35	\$40
Trim trees in area being mowed per manhour		\$75	\$65	\$42.50
Mowing of ditches with a book mower per hour		\$75	\$85	\$250

INVITATION TO BID

PROJECT: MAINTENANCE MOWING OF VARIOUS AREAS

BID DATE AND TIME: THURSDAY, OCTOBER 14, 2021 AT 2:30 pm

Sealed bids for the above referenced project will be received by the City Secretary, 202 N. Virginia Street, Port Lavaca, Texas 77979 until the above stated date and time, when they will be publicly opened and read aloud. All bids must be submitted on the Bid Form provided in the bid documents and shall be sealed in an envelope and clearly marked **“Sealed Bid for MAINTENANCE MOWING OF VARIOUS AREAS at 2:30 P.M., OCTOBER 14, 2021”**. Bids received after this time shall be returned unopened.

The complete bid package may also be downloaded at the City’s website www.portlavaca.org or you may email jweaver@portlavaca.org or phone City Hall at 361-552-9793 to receive a hard copy or ask questions.

More than one contract may be awarded as a result of this solicitation. The Award of each of various mowing contracts, which is anticipated to be within thirty (30) calendar days of the Bid Date specified above, shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the **CITY OF PORT LAVACA**, offers the Bid in the best interests of the City.

The **CITY OF PORT LAVACA** reserves the right to reject any and all bids and to waive informalities in the bidding. Small and minority businesses, women’s owned business enterprises, and labor surplus area firms are encouraged to submit bids.

The **CITY OF PORT LAVACA** is an equal opportunity employer without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, handicap, or limited English proficiency.

City of Port Lavaca
MAINTENANCE MOWING OF VARIOUS AREAS
SECTION 00300

BID FORM

Bidding Firm: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Project: **MAINTENANCE MOWING OF VARIOUS AREAS**

1. We propose to furnish all labor, equipment, insurance and all other things necessary to provide 12 months of maintenance mowing services as listed below in accordance with the bid documents. Note that more than one contract may be awarded as a result of this bid solicitation. Bidders are not required to submit a bid for all bid descriptions listed below.

BID	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
A	20	EA	Fine mow/trim out Clement Cove Upland - Area #1	\$	\$
B.	20	EA	Fine mow/trim out 0.5 acre lot on Broohollow Dr. at Holiday Lane (Area #2)	\$	\$
C.	20	EA	Fine mow/trim out 0.8 acre Lot at the corner of Newlin St. and Commerce St. (Area #3)	\$	\$
D.	20	EA	Fine mow/trim out area between the railroad tracks and the curb on Main Street; 2600 LF +/- (Area #4)	\$	\$
E.	20	EA	Fine Mow/trim out 0.5 acre tract at NE intersection of Half League Rd and Main Street (Area #5)	\$	\$
F.	36	EA	Fine mow/trim out City Park - (Area #6)	\$	\$
G.	36	EA	Fine mow/trom out George Adams Park - (Area #7)	\$	\$

Other unit cost bids:

G. Trash pickup/disposal in area being mowed will be provided at a cost of \$ _____ per manhour

H. Trim trees in area being mowed will be provided at a cost of \$ _____ per manhour.

I. Mowing of ditches with a boom mower will be provided at a cost of \$ _____/hr

City of Port Lavaca
MAINTENANCE MOWING OF VARIOUS AREAS
SECTION 00300

2. If awarded this contract, the undersigned will provide proof of insurance coverage and execute a satisfactory Contract Agreement with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.

3. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the bid documents

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all Contract Documents and the following Addenda, receipt of which is hereby acknowledged.
 Addendum No. _____
 Date Rec'd: _____

 - B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.

5. A completed Bidder's qualification statement is attached.

6. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this _____ day of _____, 2021

By _____
 Signature

 Title

Seal if Bidder is Corporation

STATEMENT OF BIDDER'S QUALIFICATION

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: _____

Bidder: (Legal Name of Firm) _____

Address: _____ website (if applicable): _____

Check which applies: () Corporation () Partnership () Individual () Joint Venture () Other

- Number of years has your organization been in business as a Contractor? _____
- Number of years your organization been in business under its present name? _____
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Total Staff employed by firm (break down by managers and trades)

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes, provide details)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

On a separate sheet, list at least 3 clients of recurring mowing projects your firm has had in the past 3 years, comparable in size or greater to the scope being bid. Provide name of owner with valid contact information, and dates of contract.

On a separate sheet, list all of the equipment owned by Bidder that will be used to complete the scope of this bid if one or more areas are awarded.

Bidder

Date

BOND AND INSURANCE REQUIREMENTS

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
- 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
- 1.1.1 Workman's Compensation and Employers' Liability:
State and Federal Statutory Limits
- 1.1.2 Bodily Injury and Property Damage: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
- 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.
\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
- 1.1.4 Automobile Liability: CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:
Combined Single Limit: \$1,000,000.00
- 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.

END OF SECTION

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the _____, by and between the **CITY OF PORT LAVACA**, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and _____, TX _____ (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein as "Exhibit A" and the PROPOSAL dated _____ identified herein as "Exhibit B". The Contract Amount is hereby established at \$ _____. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
2. **CONTRACT TERM:** This contract term shall be for one (1) year from the start date and includes two (2) each options to extend the contract for one (1) year, if mutually agreed by both parties.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit requests for payment no more often than a monthly basis.
4. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
7. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
8. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
9. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
10. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
11. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
12. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
13. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
14. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
15. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
16. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
17. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

18. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

19. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

20. AMENDMENTS. This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

CITY OF PORT LAVACA

202 N. Virginia St.
Port Lavaca, Texas 77979
361-552-9793

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

City of Port Lavaca
MAINTENANCE MOWING OF
VARIOUS AREAS
SECTION 01010

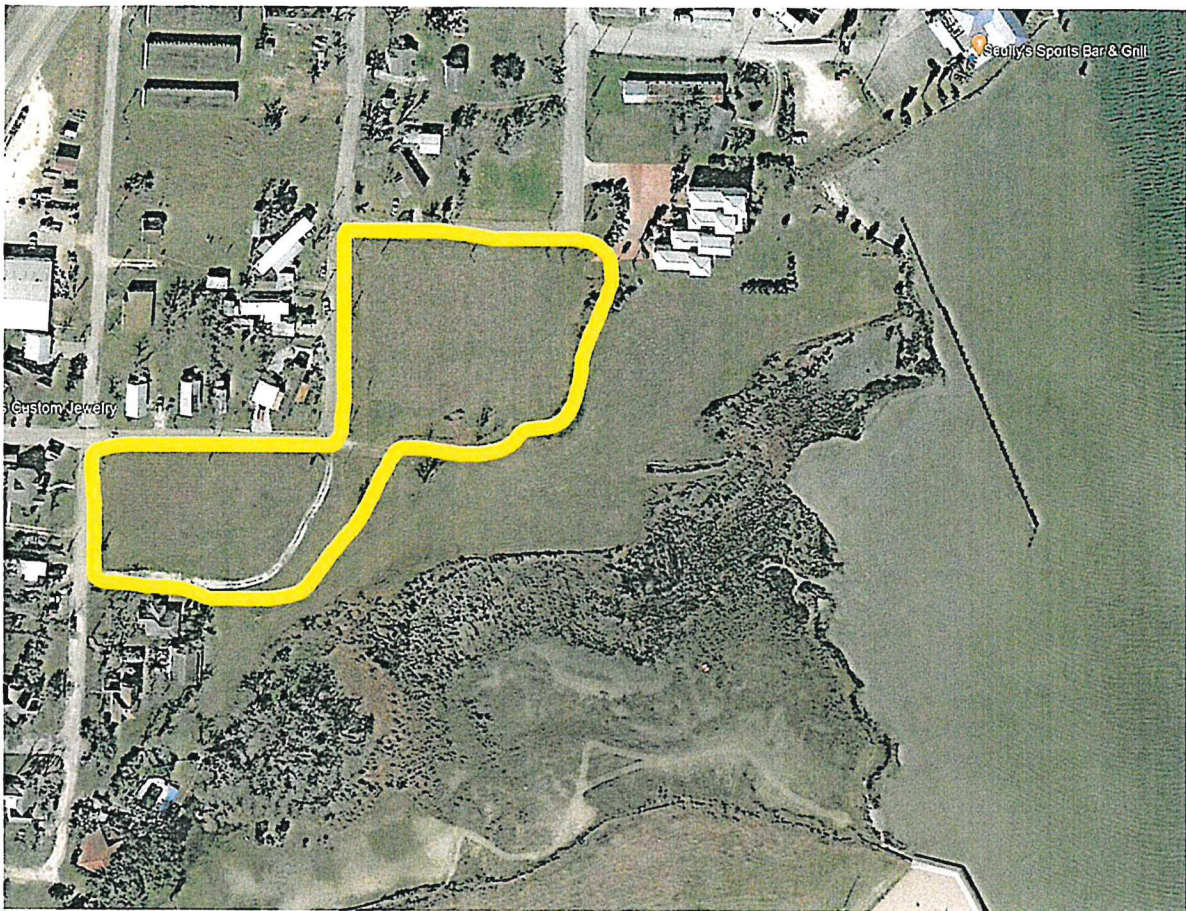
SUMMARY OF WORK

1.0 GENERAL

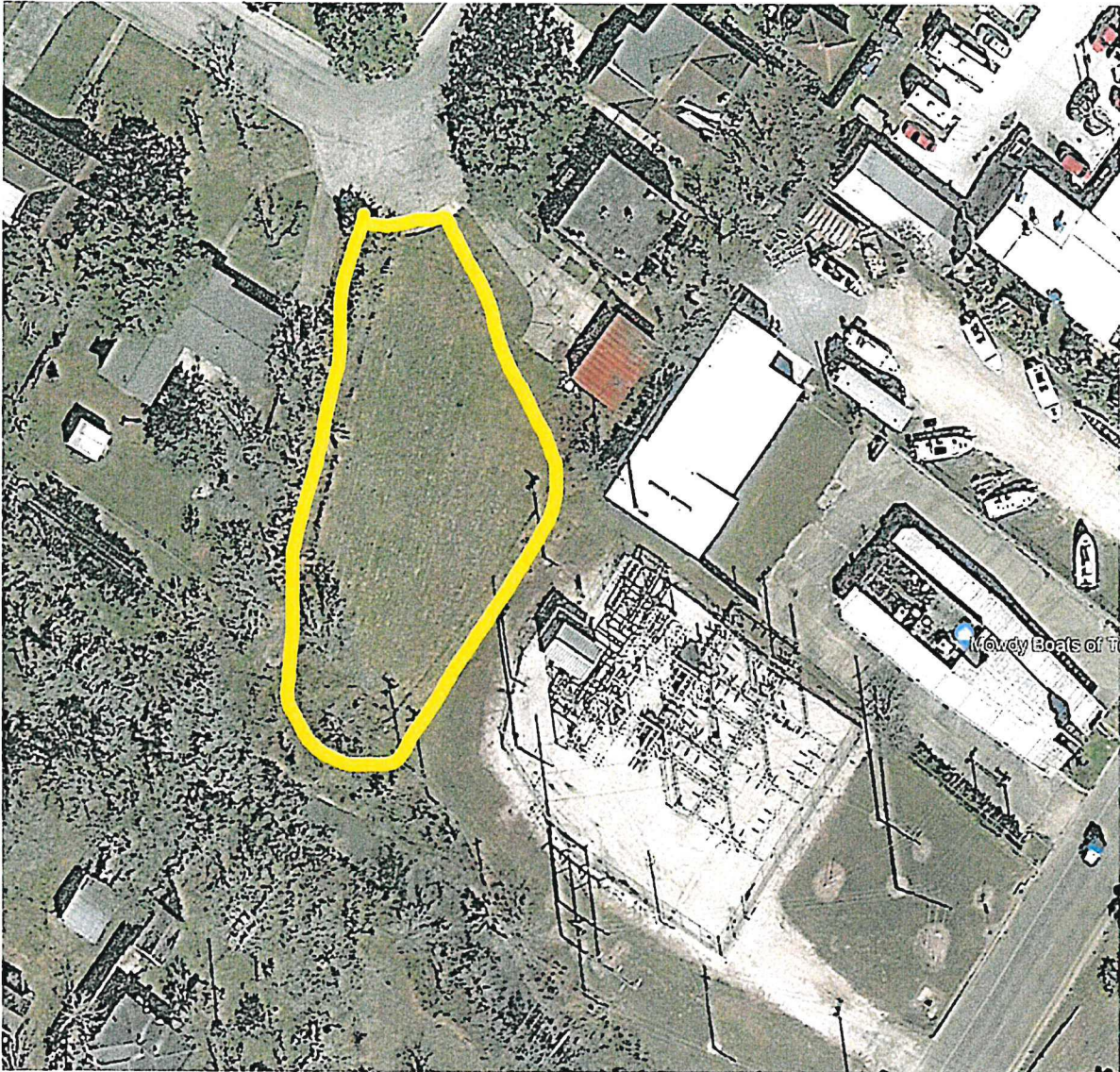
- 1.1 Work under this contract consists of providing full-service maintenance mowing for the designated areas. Mowing of areas to be serviced 20 times a year shall generally be performed twice in the months of March through October and once in the months of November through February. Mowing of parks shown to be 36 times a year shall generally be performed weekly in the months of April through September and twice a month during October through March. These general schedules are subject to change depending on weather and rate of grass growth. The contractor shall coordinate the schedule with the Public Works Director.
- 1.2 Contractor shall edge and trim out all curbs, culverts, signposts, sidewalks, fire hydrants, etc. associated with the designated area. All trees and shrubs will be moved and trimmed around and/or controlled with herbicide. 10 days following an herbicide application all dead grass will be mowed and trimmed around and trimmed out.
- 1.3 "Fine mow" is understood to mean the contractor shall use finish mowers to maintain a manicured look.
- 1.4 Trash pickup/disposal shall include removal and bagging of all trash/litter and other debris and deliver to the City Public Works Yard for disposal. Fallen and trimmed limbs and brush shall be gathered and piled for removal by City.
- 1.5 Contractor's use of premises:
 - A. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
 - B. Contractor shall limit his operations to within the designated City right-of-ways and property. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
 - C. Contractor shall take all precautions as necessary to protect the public during the mowing operations.
 - D. Contractor shall be responsible for traffic control and traffic control devices around the work areas as may be applicable. All traffic control measures shall be in accordance with the recommendations and standards of the Texas Highway Department.
- 1.6 It is the Contractor's responsibility to protect the City's right-of-way and all private property against damage by the mowing process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the mowing operations, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the Public Works Director.
- 1.7 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.

City of Port Lavaca
MAINTENANCE MOWING OF
VARIOUS AREAS
SECTION 01010

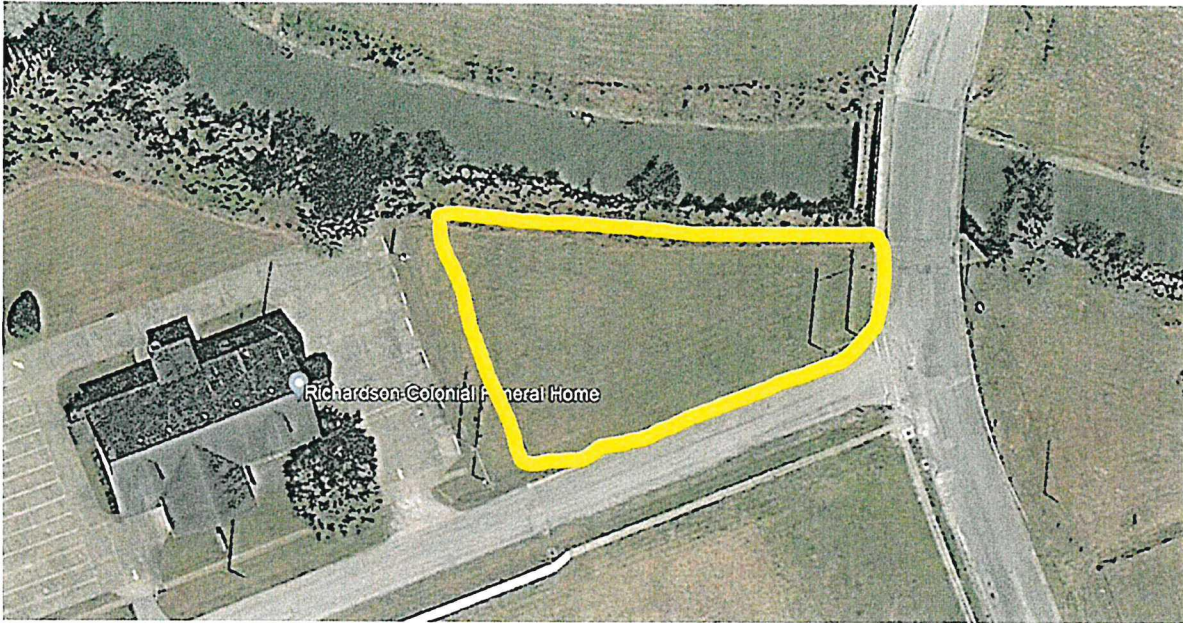
- 1.8 Tax Exemptions: The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.



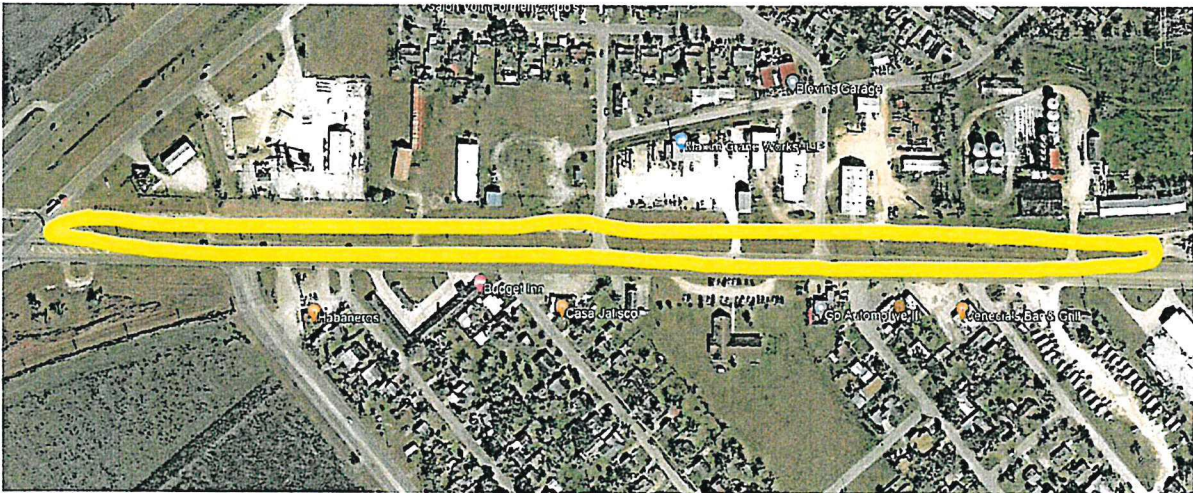
Clement Cove Upland (Randle/E. Wilson/Bay St./George St.) Area #1



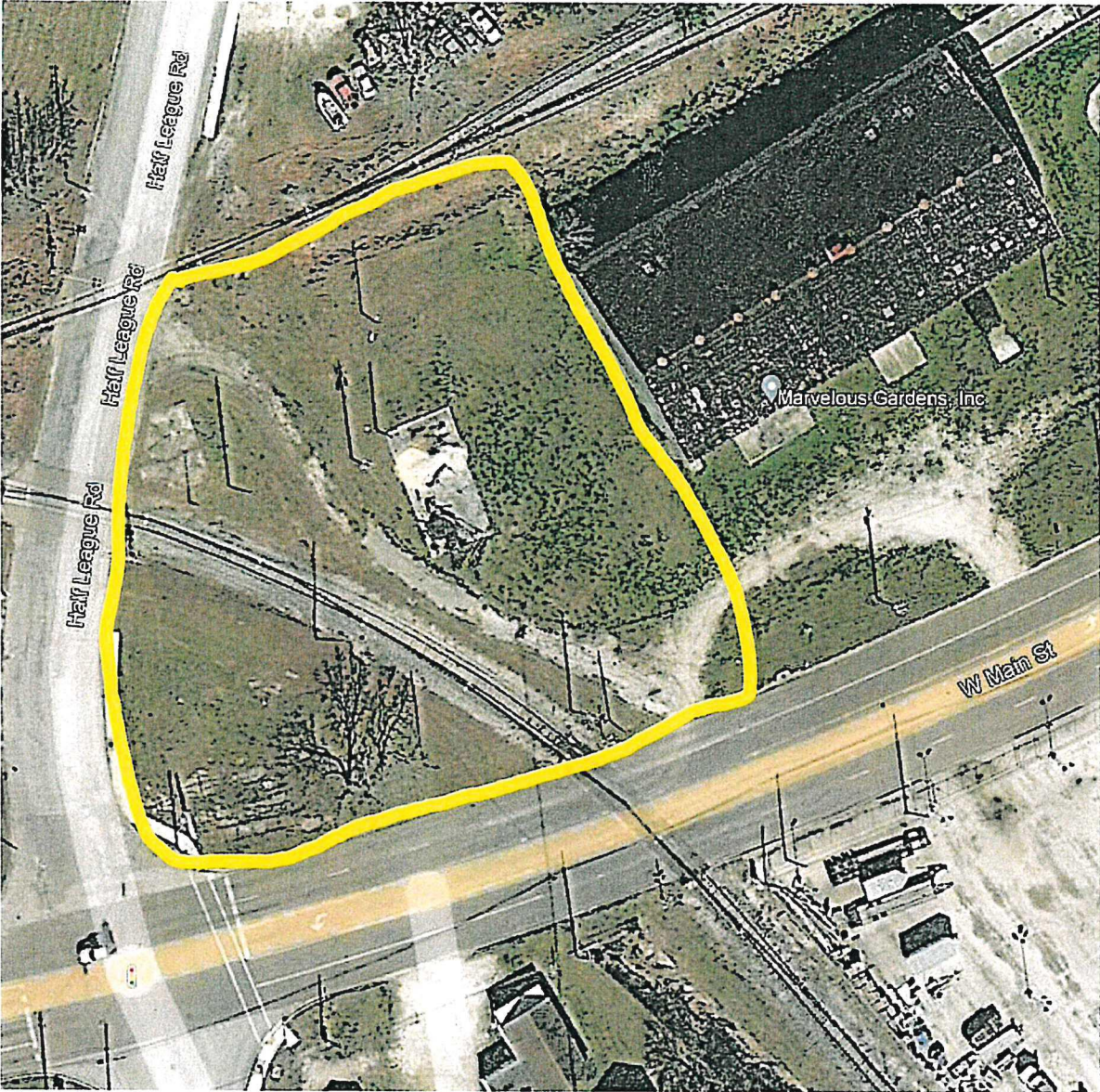
Lot at Brookhollow and Holiday Lane Area #2



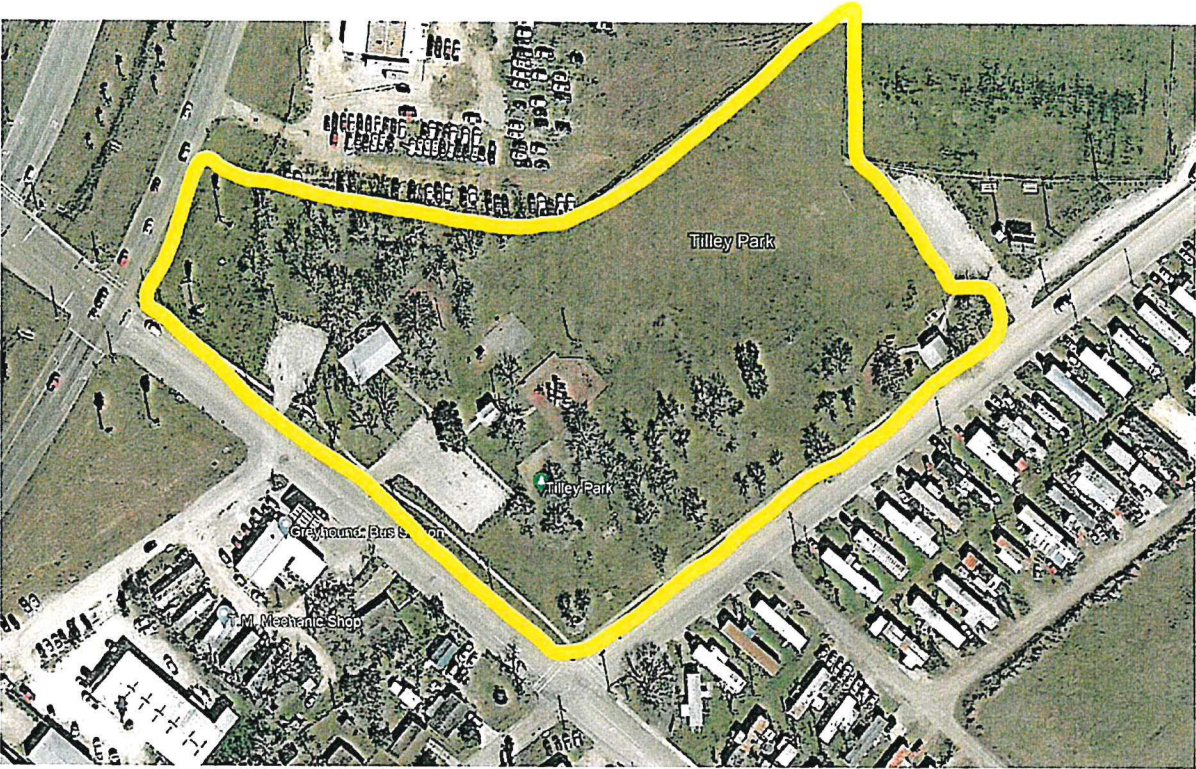
Newlin and Commerce – Area #3



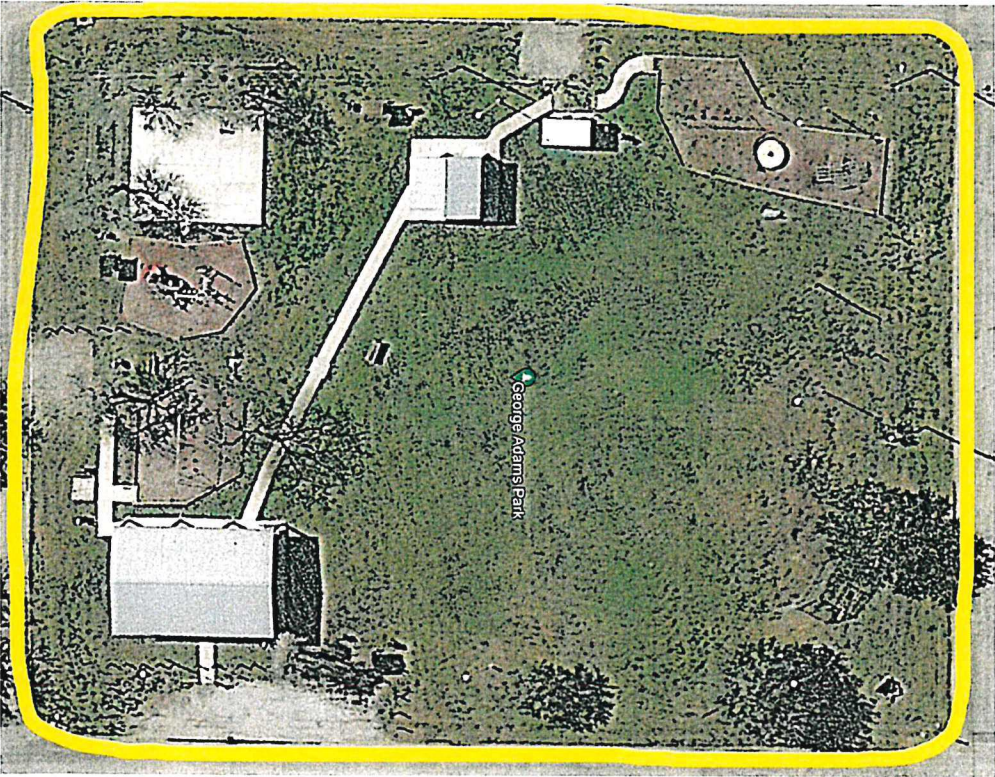
Main Street between curb and railroad tracks – Area #4



Half League and Main Street Area #5



City Park – Area #6



George Adams Park – Area # 7

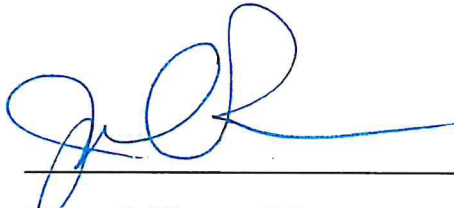
CITY OF PORT LAVACA

ADDENDUM NO. 1

September 30, 2021

PROJECT: MAINTENANCE MOWING OF VARIOUS AREAS

DELETE The Bid Form and **REPLACE** with the attached Bid Form marked ADDENDUM NO. 1 00300. This bid form provides a column to bid a unit price for each of the bids A-G if all bids are awarded as a single contract to one contractor.



JoAnna P. Weaver, P.E.
Interim City Manager

City of Port Lavaca
MAINTENANCE MOWING OF VARIOUS AREAS
SECTION 00300

BID FORM

Bidding Firm: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Project: MAINTENANCE MOWING OF VARIOUS AREAS

1. We propose to furnish all labor, equipment, insurance and all other things necessary to provide 12 months of maintenance mowing services as listed below in accordance with the bid documents. Note that more than one contract may be awarded as a result of this bid solicitation. Bidders are not required to submit a bid for all bid descriptions listed below.

BID	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	Bid Amounts if Bidder is awarded Bids A thru G in a single contract.	
						UNIT PRICE	EXTENSION
A	20	EA	Fine mow/trim out Clement Cove Upland - Area #1	\$	\$	\$	\$
B.	20	EA	Fine mow/trim out 0.5 acre lot on Broohollow Dr. at Holiday Lane (Area #2)	\$	\$	\$	\$
C.	20	EA	Fine mow/trim out 0.8 acre Lot at the corner of Newlin St. and Commerce St. (Area #3)	\$	\$	\$	\$
D.	20	EA	Fine mow/trim out area between the railroad tracks and the curb on Main Street; 2600 LF +/- (Area #4)	\$	\$	\$	\$
E.	20	EA	Fine Mow/trim out 0.5 acre tract at NE intersection of Half League Rd and Main Street	\$	\$	\$	\$
F.	36	EA	Fine mow/trim out City Park - (Area #6)	\$	\$	\$	\$
G.	36	EA	Fine mow/trom out George Adams Park - (Area #7)	\$	\$	\$	\$

Total Bid (Sum of Bids A-G) if Bidder is awarded a single contract \$ _____

City of Port Lavaca
MAINTENANCE MOWING OF VARIOUS AREAS
SECTION 00300

Other unit cost bids:

- G. Trash pickup/disposal in area being mowed will be provided at a cost of \$ _____ per manhour
- H. Trim trees in area being mowed will be provided at a cost of \$ _____ per manhour.
- I. Mowing of ditches with a boom mower will be provided at a cost of \$ _____ /hr
- 2. If awarded this contract, the undersigned will provide proof of insurance coverage and execute a satisfactory Contract Agreement with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.
- 3. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the bid documents
- 4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all Contract Documents and the following Addenda, receipt of which is hereby acknowledged.
 Addendum No. _____
 Date Rec'd: _____
 - B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.
- 5. A completed Bidder's qualification statement is attached.
- 6. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this _____ day of _____, 2021

By _____
Signature

Title

Seal if Bidder is Corporation

COMMUNICATION

SUBJECT: Review bids, discuss, consider, and possibly adopt Resolution No. R-102521-1 committing City Funds towards the construction cost of the Street & Drainage Improvement Project for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Contract No. 20-065-071-C198 Hurricane Harvey. Presenter is Jody Weaver

INFORMATION:

SPECIAL COUNCIL MEETING: OCTOBER 25, 2021

AGENDA ITEM __

DATE: 10.20.2021**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** CDBG-DR STREET AND DRAINAGE IMPROVEMENT PROJECT

BACKGROUND: We received bids for the Phase 1 of the Community Development Block Grant Disaster Recovery project on October 12. This Phase 1 project includes drainage and street reconstruction for the areas around S. Lavaca and S. Juanita south of Austin Street that drains to Corporation Ditch.

The Apparent Low Bidder was Lester Contracting with a bid of \$2,168,200.05. A bid tabulation is attached.

The original budget for Phase 1 when developed a couple years ago was \$1,107,320.00. There are a few reasons why the bid is so far off from the original engineer's estimate. One reason of course is how the economy has been impacted in various sectors by COVID-19. Construction materials overall are significantly more expensive than they were a couple years ago. Secondly, the Phase 1 area turned out to be particularly challenging to drain due to the lack of available differential elevations in the area. As you recall, the engineers tried to deal with this issue by utilizing the existing ditch behind the houses on Juanita to install a storm pipe into and provide drainage. Because of easement acquisition problems (one property involved over 30 heirs), this design option had to be abandoned. Instead, CivilCorp was able to successfully design a drainage system using flattened pipe (oblong in shape). This type of pipe is more expensive than the standard circular pipe that will be able to be used in Phase 2. Because of limited to no drainage or curb and gutter in the area of Phase 1, there is little opportunity to reduce the scope. We are working on options to reduce some of the street improvements in Phase 2, although keeping all of the drainage pipe improvements, to help bring the project closer to within the overall budget.

Before GLO will authorize an award of this project, they need to know how we are planning to deal with the difference the lowest bid and the amount of funds available from GLO. The current budget provides \$1,107,320 of GLO funds for Phase 1 and \$3,182,470 for Phase 2. The shortfall for Phase 1 is \$1,060,880.05.

I would like to suggest a couple things for Council to consider a possible commitment of additional funds to the project.

- 1) The adopted 2021-22 budget estimated a value of \$3,240,508 as actual sales tax revenue for the 2020-21 year. With one more month left of 2020-21 sales tax revenue, we are projected to bring in actually just over \$3.5M, so Council could consider committing this difference (\$260,000) toward this project.
- 2) We earmarked \$300,000 for an additional drainage pipe at fifth and Jackson, but the engineering estimate is now twice that at \$600,000. Council could consider reallocating this \$300,000 to the CDBG-DR project and budget the full amount needed for the drainage improvements in FY 2022-23.

If the City is interested in contributing to the project, CivilCorp needs to know that now so they can make appropriate changes to the Scope of Phase 2 to fit within available funds. Wayne and I are meeting with CivilCorp on Oct 21 to look over the streets and discuss reducing the scope of the street rehabilitation of Phase 2 in light of the bids of Phase 1.

Although GLO has said that they will not allow us to award this Phase 1 project until we have an updated engineer's scope and estimate for Phase 2, with a commitment of at least half of the shortfall, Grantworks is confident that this sign of good faith on the City's part will (hopefully) compel GLO to allow us to go ahead and award Phase 1 while we continue to work to rescope Phase 2. This rescoping effort is going to take some time to complete - I'm guessing at least a couple weeks.

With a commitment of \$530,440.03 (using the two suggestions cited above) towards the project, that will **reduce the shortfall by one-half and bring the available dollars for Phase 2 to \$2,652,029.97**.

I can tell you that CivilCorp is still working to adjust the engineer's estimate for the original scope of Phase 2 using the unit prices bid for Phase 1 and the original \$3.2M may be as high as \$5M. Some of the things that we are looking at to reduce the scope and cost include making curb and gutter point repair with a pavement rehab instead of a full road reconstruction and eliminating some streets where storm sewer is not being installed in the road. We have already decided to remove the reconstruction of San Antonio St. next to the cemetery due to limited right-of-way issues. I will have a better feel for our options during the discussion Monday night.

In the event that Council would like to consider contributing the full short fall of Phase 1 (\$1,060,880.05), recall that the budget shows \$4M of unallocated general fund dollars available after \$4.6M of reserves and accounting for the \$2.574M of budgeted Capital Improvement projects. With a commitment of the full shortfall, the budget for Phase 2 would remain at \$3,182,470.

Additional Note regarding other pavement rehab projects staff is looking into: We have realized a savings (from what was budgeted) of approximately \$280,000 between the Ezzell Street and the East George Street projects, however we've been doing some testing and looking to see whether that could go towards a street repair project in Bay Vista as was brought up during the budget hearings. We are also looking at a pavement rehab of a few streets in Brookhollow Estates that would cost between \$300-\$400K depending upon exactly what we decided to do.

ATTACHMENTS:

- Bid Tabulation
- Resolution to commit funds
- Copy of select construction plan sheets – Phase 1

Note: I have in my office a 24" x 36" color aerial showing Phase 1 and Phase 2. I will have them available for you at the meeting.

As soon as we receive approval from GLO to award the Phase 1, we will bring that to Council for approval. Hopefully that can happen at the November 8th meeting.

PORT LAVACA CDBG-DR PROJECT GLO # 20-065-071-C198 - PHASE 1										
BID TABULATION										
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Lester Contracting		Brannan Paving		Rexco Inc.	
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
1	100	Remove Tree and Backfill, Complete	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,112.00	\$ 2,224.00
2	104	Remove Concrete (Curb & Gutter), Complete	2790	LF	\$ 3.50	\$ 9,765.00	\$ 3.00	\$ 8,370.00	\$ 10.00	\$ 27,900.00
3	104	Remove Concrete (Driveway), Complete	272	SY	\$ 23.00	\$ 6,256.00	\$ 19.00	\$ 5,168.00	\$ 56.00	\$ 15,232.00
4	104	Remove Concrete (Valley), Complete	73	SY	\$ 23.00	\$ 1,679.00	\$ 19.00	\$ 1,387.00	\$ 38.00	\$ 2,774.00
5	110	Excavation (Channel), Complete	522	CY	\$ 5.50	\$ 2,871.00	\$ 25.03	\$ 13,065.66	\$ 11.50	\$ 6,003.00
6	110	Excavation (Roadway), Complete	5471	CY	\$ 17.50	\$ 95,742.50	\$ 14.63	\$ 80,040.73	\$ 13.54	\$ 74,077.34
7	132	Embankment (Final)(Dens Cont)(Ty A), Complete in Place	256	CY	\$ 18.50	\$ 4,736.00	\$ 19.53	\$ 4,999.68	\$ 8.29	\$ 2,122.24
8	162	Block Sodding	7154	SY	\$ 6.50	\$ 46,501.00	\$ 11.18	\$ 79,981.72	\$ 4.68	\$ 33,480.72
9	164	Cell Fiber Mulch See (Perm)(Urban)(Clay)	3022	SY	\$ 1.25	\$ 3,777.50	\$ 0.78	\$ 2,357.16	\$ 0.63	\$ 1,903.86
10	168	Vegetative Watering	171	MG	\$ 39.50	\$ 6,754.50	\$ 35.00	\$ 5,985.00	\$ 25.00	\$ 4,275.00
11	247	Flex Base (Ty A Gr 1-2) 10", Complete in Place	2011	CY	\$ 88.00	\$ 176,968.00	\$ 86.85	\$ 174,655.35	\$ 110.66	\$ 222,537.26
12	260	Lime Treat Subgrade (6"), Complete in Place	9042	SY	\$ 7.50	\$ 67,815.00	\$ 5.86	\$ 52,986.12	\$ 6.62	\$ 59,858.04
13	316	Asphalt RC-250, Complete in Place	1809	GAL	\$ 7.50	\$ 13,567.50	\$ 8.89	\$ 16,082.01	\$ 5.72	\$ 10,347.48
14	316	Asphalt (AC-15P or CRS-2P), Complete in Place	2893	GAL	\$ 6.85	\$ 19,817.05	\$ 6.80	\$ 19,672.40	\$ 5.36	\$ 15,506.48
15	316	Aggregate Material (Ty B Gr 5)(Underseal) Complete in Place	65	CY	\$ 493.00	\$ 32,045.00	\$ 267.00	\$ 17,355.00	\$ 243.84	\$ 15,849.60
16	316	Aggregate Material (Ty PE Gr 3 SAC-B)(Seal Coat) Complete in Place	90	CY	\$ 376.00	\$ 33,840.00	\$ 225.00	\$ 20,250.00	\$ 192.71	\$ 17,343.90
18	340	D-Gr HMA (SQ) Ty D (SAC-B)(PG64-22)(Surf)(2"), Complete in Place	746	TON	\$ 148.50	\$ 110,781.00	\$ 135.19	\$ 100,851.74	\$ 124.77	\$ 93,078.42
19	464	Cement Stabilized Sand	411	CY	\$ 80.00	\$ 32,880.00	\$ 78.50	\$ 32,263.50	\$ 90.55	\$ 37,216.05
19	464	RC Pipe (DES 1)(CI III)(23"x14") Including Cement Stabilized Sand Backfill, Complete in Place	3243	LF	\$ 170.00	\$ 551,310.00	\$ 140.00	\$ 454,020.00	\$ 171.20	\$ 555,201.60
20	464	RC Pipe (DES 2)(CI III)(30"x19") Including Cement Stabilized Sand Backfill, Complete in Place	1382	LF	\$ 191.00	\$ 263,962.00	\$ 150.00	\$ 207,300.00	\$ 193.46	\$ 267,361.72
21	464	RC Pipe (CI III)(30") Including Cement Stabilized Sand Backfill, Complete in Place	24	LF	\$ 135.00	\$ 3,240.00	\$ 150.00	\$ 3,600.00	\$ 211.97	\$ 5,087.28
22	465	Curb Inlet (3'x5') PCO w/ 3'x5' PB (Including Cement Stabilized Backfill), Complete in Place	11	EA	\$ 4,285.00	\$ 47,135.00	\$ 7,000.00	\$ 77,000.00	\$ 5,243.75	\$ 57,681.25
23	465	Curb Inlet (3.5'x5') PCO w/ 3.5'x5' PB (Including Cement Stabilized Backfill), Complete in Place	2	EA	\$ 4,660.00	\$ 9,320.00	\$ 7,000.00	\$ 14,000.00	\$ 5,243.75	\$ 10,487.50
24	465	Curb Inlet (3.5'x5') PCO w/ 3.5'x7' PB (Including Cement Stabilized Backfill), Complete in Place	1	EA	\$ 7,600.00	\$ 7,600.00	\$ 7,200.00	\$ 7,200.00	\$ 9,286.25	\$ 9,286.25
25	465	Curb Inlet (5'x6') PCO w/ 5'x6' PB (Including Cement Stabilized Backfill), Complete in Place	3	EA	\$ 7,800.00	\$ 23,400.00	\$ 7,600.00	\$ 22,800.00	\$ 9,030.05	\$ 27,090.15
26	465	Curb Inlet (6'x6') PCO w/ 6'x6' PB (Including Cement Stabilized Backfill), Complete in Place	2	EA	\$ 8,880.00	\$ 17,760.00	\$ 7,600.00	\$ 15,200.00	\$ 5,792.27	\$ 11,584.54
27	465	Junction Box (3'X3')	1	EA	\$ 3,335.00	\$ 3,335.00	\$ 6,500.00	\$ 6,500.00	\$ 7,522.00	\$ 7,522.00
28	465	Junction Box (3'X4')	1	EA	\$ 3,950.00	\$ 3,950.00	\$ 6,600.00	\$ 6,600.00	\$ 5,832.17	\$ 5,832.17
29	465	Junction Box (6'X6')	1	EA	\$ 7,610.00	\$ 7,610.00	\$ 15,000.00	\$ 15,000.00	\$ 9,999.23	\$ 9,999.23
30	465	Junction Box W/Grate (7'X7')	1	EA	\$ 10,500.00	\$ 10,500.00	\$ 18,000.00	\$ 18,000.00	\$ 12,537.21	\$ 12,537.21
28	472	Remov and Relay Pipe (36" RCP)	32	LF	\$ 80.00	\$ 2,560.00	\$ 95.00	\$ 3,040.00	\$ 140.00	\$ 4,480.00
29	479	Adjust Existing Manhole Ring & Cover To Grade	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,605.00	\$ 8,025.00
30	496	Remove Storm Sewer Pipe (12" to 30") Complete	14	EA	\$ 300.00	\$ 4,200.00	\$ 2,500.00	\$ 35,000.00	\$ 1,500.00	\$ 21,000.00
31	500	Mobilization	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 126,670.00	\$ 126,670.00	\$ 152,490.00	\$ 152,490.00
32	502	Barricades, Signs and Traffic Handling	14	MO	\$ 225.00	\$ 3,150.00	\$ 2,920.00	\$ 40,880.00	\$ 1,575.00	\$ 22,050.00
33	506	Temporary Sediment Control Fence, Complete in Place	840	LF	\$ 3.00	\$ 2,520.00	\$ 3.00	\$ 2,520.00	\$ 4.28	\$ 3,595.20
34	506	Temporary Sediment Control Fence (Remove), Complete in Place	840	LF	\$ 0.50	\$ 420.00	\$ 1.00	\$ 840.00	\$ 2.00	\$ 1,680.00
35	529	Concrete Curb and Gutter (Ty II)(Reinforced), Complete in Place	7395	LF	\$ 35.50	\$ 262,522.50	\$ 29.45	\$ 217,782.75	\$ 60.10	\$ 444,439.50
36	530	Concrete Driveways (4"), Complete in Place	752	SY	\$ 125.00	\$ 94,000.00	\$ 104.20	\$ 78,358.40	\$ 129.35	\$ 97,271.20
37	530	Concrete Driveways (6"), Complete in Place	76	SY	\$ 144.00	\$ 10,944.00	\$ 118.87	\$ 9,034.12	\$ 130.93	\$ 9,950.68
38	530	Driveways Gravel (6")	349	SY	\$ 40.50	\$ 14,134.50	\$ 21.94	\$ 7,657.06	\$ 20.50	\$ 7,154.50
39	530	Driveways Surface Treatment	98	SY	\$ 16.00	\$ 1,568.00	\$ 9.00	\$ 882.00	\$ 26.26	\$ 2,573.48
40	531	Concrete Sidewalk (4"), Complete in Place	28	SY	\$ 155.00	\$ 4,340.00	\$ 128.25	\$ 3,591.00	\$ 229.75	\$ 6,433.00
41	531	Curb Ramp Ty 1, Complete in Place	1	EA	\$ 4,220.00	\$ 4,220.00	\$ 3,500.00	\$ 3,500.00	\$ 3,380.00	\$ 3,380.00
42	560	Remove & Reinstall Mailbox, Complete in Place	2	EA	\$ 78.50	\$ 157.00	\$ 200.00	\$ 400.00	\$ 72.50	\$ 145.00
43	644	Remove and Relocate Roadside Signs, Complete in Place	23	EA	\$ 160.00	\$ 3,680.00	\$ 250.00	\$ 5,750.00	\$ 103.05	\$ 2,370.15
44	2660	Adjust Existing Water Valve, Complete	7	EA	\$ 295.00	\$ 2,065.00	\$ 850.00	\$ 5,950.00	\$ 997.50	\$ 6,982.50
45	2660	Adjust Existing Water Meter to Grade, Complete	6	EA	\$ 145.00	\$ 870.00	\$ 700.00	\$ 4,200.00	\$ 840.00	\$ 5,040.00

PORT LAVACA CDBG-DR PROJECT GLO # 20-065-071-C198 - PHASE 1										
BID TABULATION										
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY PER UNIT	UNIT	Lester Contracting		Brannan Paving		Rexco Inc.	
					UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)	UNIT PRICE	AMOUNT BID (QTY. X UNIT PRICE)
46	2660	Adjust Existing Sanitary Sewer Cleanout to Grade, Complete	1	EA	\$ 145.00	\$ 145.00	\$ 850.00	\$ 850.00	\$ 997.50	\$ 997.50
47	2660	Remove & Install New 2" Water Valve	1	EA	\$ 715.00	\$ 715.00	\$ 1,200.00	\$ 1,200.00	\$ 2,310.00	\$ 2,310.00
48	2660	Install 2" PVC SCH 40 Water Main, Including Bedding, CSS and Backfill, as Directed by Engineer	600	LF	\$ 17.00	\$ 10,200.00	\$ 40.00	\$ 24,000.00	\$ 52.50	\$ 31,500.00
49	2660	Install 6" PVC C900 Water Main, Including Bedding, CSS and Backfill, as Directed by Engineer	100	LF	\$ 35.50	\$ 3,550.00	\$ 70.00	\$ 7,000.00	\$ 84.00	\$ 8,400.00
50	2660	Locate & Connect to Existing 2" Water Main W/2-45 Degree Bends, Including Plug on Main to be Adandoned, as Directed by Engineer	6	EA	\$ 500.00	\$ 3,000.00	\$ 4,500.00	\$ 27,000.00	\$ 5,775.00	\$ 34,650.00
51	2660	Locate & Connect to Existing 6" Water Main W/2-45 Degree Bends, Including Plug on Main to be Adandoned, as Directed by Engineer	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 5,000.00	\$ 10,000.00	\$ 6,300.00	\$ 12,600.00
52	2660	Short Water Service Adjustment/Lowering (Remove Existing Service Line and Install New Service Line to Meter and Install New Meter Box, New Tap, Plug Existing Tap Hole), as Directed by Engineer	16	EA	\$ 1,100.00	\$ 17,600.00	\$ 1,900.00	\$ 30,400.00	\$ 2,625.00	\$ 42,000.00
53	2660	Long Water Service Adjustment/Lowering (Remove Existing Service Line and Install New Service Line to Meter and Install New Meter Box, New Tap, Plug Existing Tap Hole), as Directed by Engineer	5	EA	\$ 2,100.00	\$ 10,500.00	\$ 2,200.00	\$ 11,000.00	\$ 2,415.00	\$ 12,075.00
54	2660	2" Water Main Lowering at Storm Crossing, as Directed by Engineer	2	EA	\$ 325.00	\$ 650.00	\$ 9,000.00	\$ 18,000.00	\$ 9,975.00	\$ 19,950.00
55	2660	6" Water Main Lowering at Storm Crossing, as Directed by Engineer	2	EA	\$ 1,950.00	\$ 3,900.00	\$ 9,500.00	\$ 19,000.00	\$ 11,025.00	\$ 22,050.00
56	2660	Furnish and Install 6"x6" Tee, as Directed by Engineer	1	EA	\$ 750.00	\$ 750.00	\$ 875.00	\$ 875.00	\$ 1,023.75	\$ 1,023.75
57	2660	Furnish and Install 6"x2" Tee, as Directed by Engineer	1	EA	\$ 560.00	\$ 560.00	\$ 875.00	\$ 875.00	\$ 1,023.75	\$ 1,023.75
58	2660	Furnish and Install 2"x2" Tee, as Directed by Engineer	1	EA	\$ 150.00	\$ 150.00	\$ 475.00	\$ 475.00	\$ 603.75	\$ 603.75
59	2660	Furnish and Install 6" 45 Degree Bend, as Directed by Engineer	1	EA	\$ 430.00	\$ 430.00	\$ 875.00	\$ 875.00	\$ 1,023.75	\$ 1,023.75
60	2660	Furnish and Install 2" 90 Degree Bend, as Directed by Engineer	1	EA	\$ 76.00	\$ 76.00	\$ 875.00	\$ 875.00	\$ 1,023.75	\$ 1,023.75
61	2660	Exploratory Excavation by Contractor as Directed by Engineer (Includes Excavation, Bedding, Backfill and Pavement Repair)	20	HRS	\$ 290.00	\$ 5,800.00	\$ 400.00	\$ 8,000.00	\$ 525.00	\$ 10,500.00
62	2730	Sanitary Sewer Service Adjustment/Lowering (Remove Existing Line and Install New 4" PVC SDR26 Service Line (including Clean Out and Box at ROW), Complete in Place	12	EA	\$ 1,550.00	\$ 18,600.00	\$ 2,500.00	\$ 30,000.00	\$ 3,675.00	\$ 44,100.00
63		Project Sign, Complete in Place	1	EA	\$ 305.00	\$ 305.00	\$ 800.00	\$ 800.00	\$ 100.00	\$ 100.00
GRAND TOTAL						\$ 2,168,200.05		\$ 2,229,471.40		\$ 2,666,391.75

RESOLUTION NO. R-102521-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT LAVACA
COMMITTING LOCAL FUNDS FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROJECT WITH THE
GENERAL LAND OFFICE (GLO), STATE CONTRACT NO. 20-065-071-C198.

WHEREAS, the City Council of the City of Port Lavaca desires to develop a viable community, including descent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related to the damages to the City's street and drainage systems that occurred during Hurricane Harvey, which represent a threat to public health and safety; and

WHEREAS, it is necessary to include local funds in order to complete the scope of work for the street and drainage improvements in the project area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA :

1. That the City commits up to \$_____ from its General Fund towards the construction cost of the street and drainage improvement project for the CDBG-DR Contract No. 20-065-071-C198.
2. That the local funds committed to the CDBG-DR grant will be used in accordance with all applicable federal, state, local and programmatic requirements, including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Passed and approved this 25th day of October, 2021.

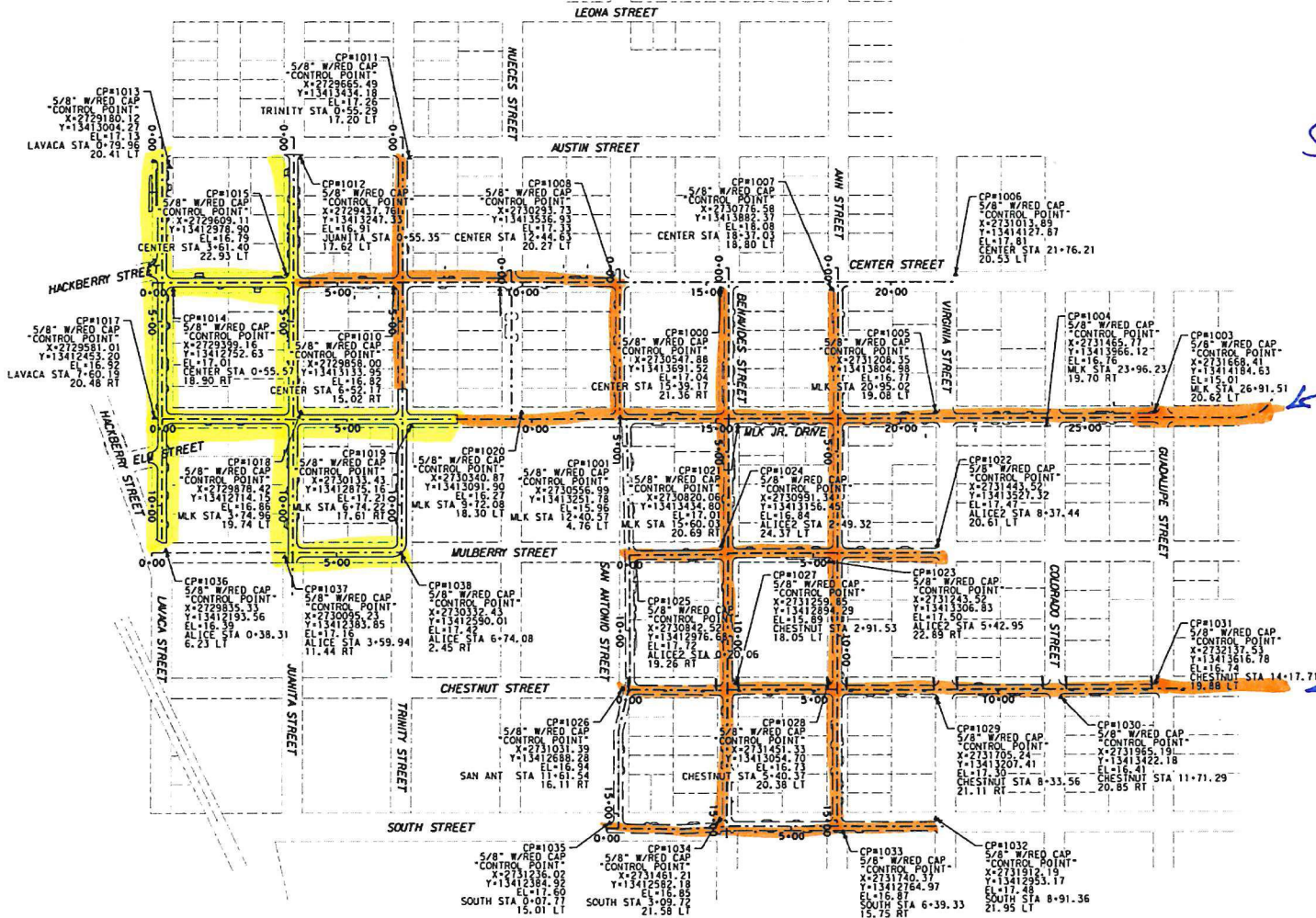
Jack Whitlow, Mayor

ATTEST:

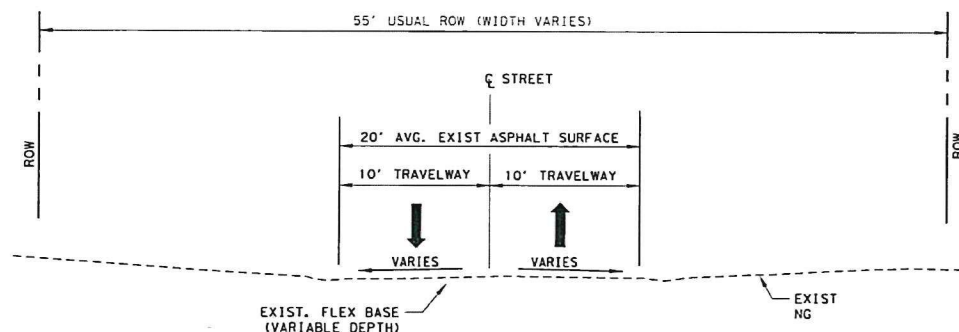
Mandy Grant, City Secretary

Phase 1: yellow
Phase 2: orange

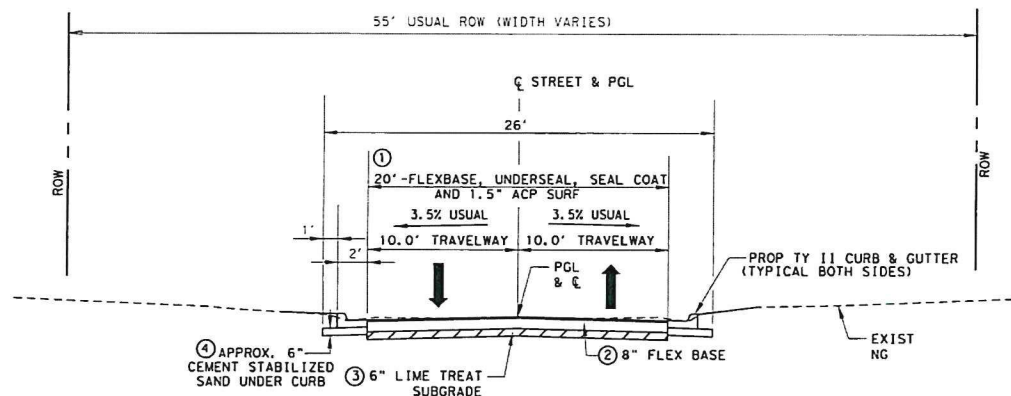
Storm sewer to
Bay



CIVILCORP, LLC FIRM REGISTRATION NUMBER: 10283	
	
NAME: <u>Randy P. Jank</u>	PE
DATE: <u>7/2/2021</u>	
CITY OF PORT LAVACA DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
CDBG-DR 20-065-071-C198	
CDBG-DR GRANT PROJECT PHASE 1	
PROJECT SURVEY CONTROL MAP	
SCALE: 1" = 300'	
	
PROJECT NO.	2008501
REVISIONS	
NO.	
SHEET 11	



EXISTING TYPICAL SECTION - JUANITA ST.
STATION 0+47.81 TO STATION 11+55.50

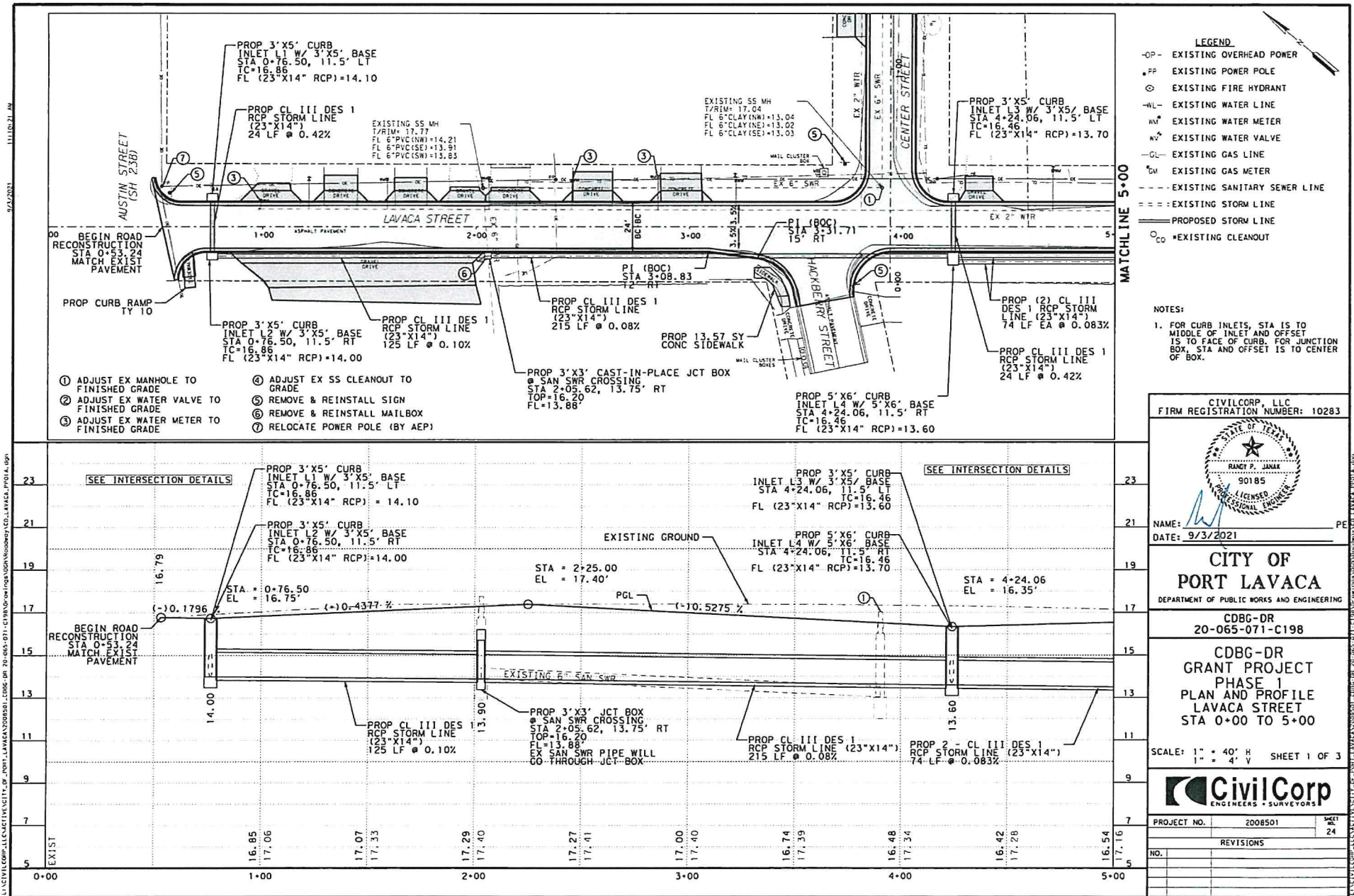


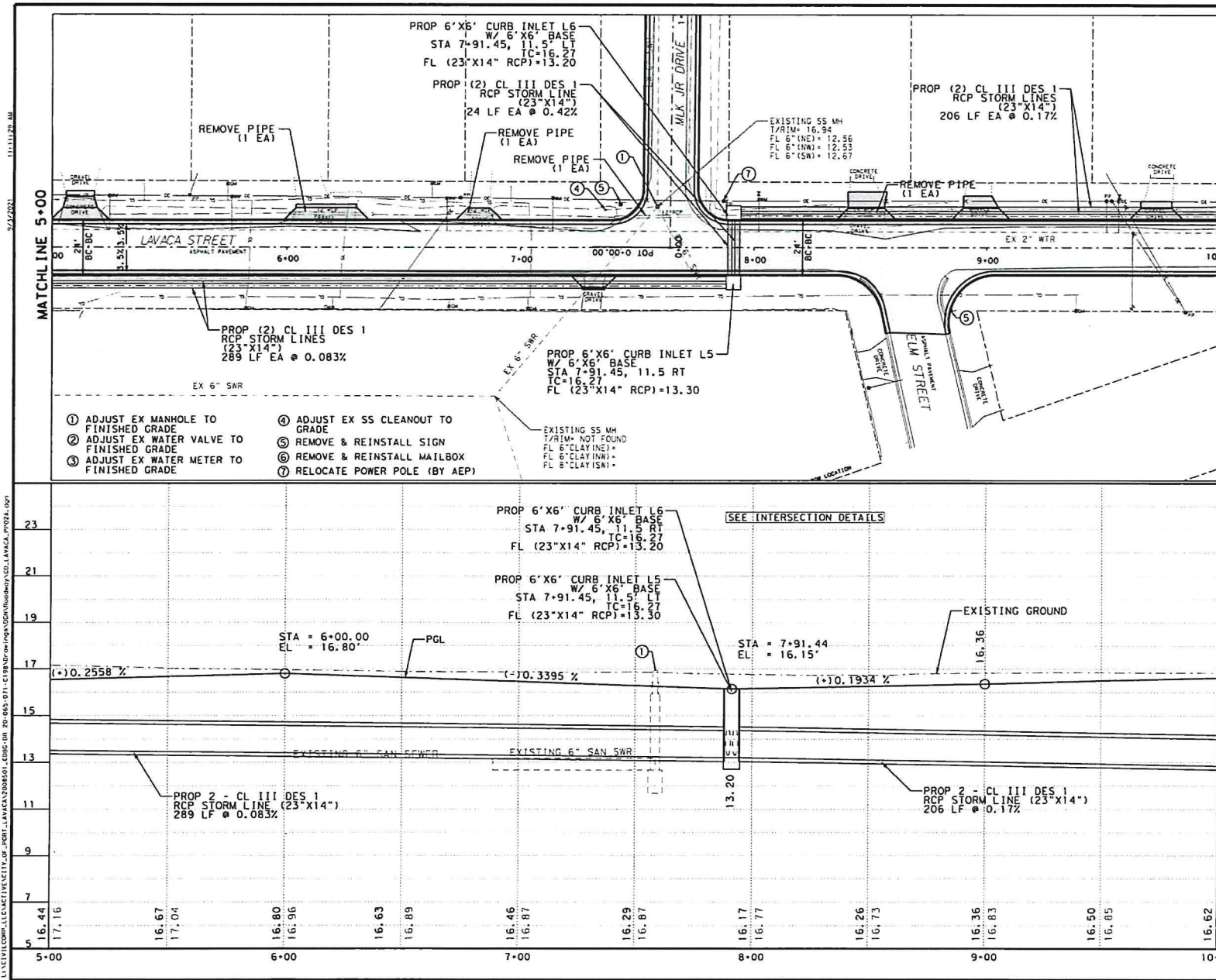
PROPOSED TYPICAL SECTION - JUANITA ST.
STATION 0+47.81 TO STATION 11+55.50

NOTES

- ① UNDERSEAL, SEAL COAT & 2" ACP SURFACE COURSE PER TXDOT SPEC ITEMS 316 AND ITEM 340 OF THE SPECIFICATIONS.
- ② BASE-10" FLEXIBLE BASE PER TXDOT SPEC ITEM 247, TYPE A GRADE 2.
- ③ LIME TREAT SUBGRADE PER TXDOT SPEC ITEM 260, 5% BASED ON UNIT WEIGHT OF 110#/CF.
- ④ CEMENT STABILIZED SAND PER TXDOT SPEC ITEM 400.

CIVILCORP, LLC FIRM REGISTRATION NUMBER: 10283	
 NAME: RANDY P. JANAK PE DATE: 9/8/2021	
CITY OF PORT LAVACA DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
CDBG-DR 20-065-071-C198	
CDBG-DR GRANT PROJECT PHASE 1 TYPICAL ROADWAY SECTIONS JUANITA ST	
SHEET 2 OF 6	
	
PROJECT NO.	2008501
SHEET NO. 5	
REVISIONS	
NO.	





- LEGEND**
- OP- EXISTING OVERHEAD POWER
 - PP EXISTING POWER POLE
 - ⊙ EXISTING FIRE HYDRANT
 - WL- EXISTING WATER LINE
 - WM EXISTING WATER METER
 - WV EXISTING WATER VALVE
 - GL- EXISTING GAS LINE
 - GM EXISTING GAS METER
 - SS- EXISTING SANITARY SEWER LINE
 - == EXISTING STORM LINE
 - PROPOSED STORM LINE
 - EXISTING CLEANOUT

NOTES:

1. FOR CURB INLETS, STA IS TO MIDDLE OF INLET AND OFFSET IS TO FACE OF CURB. FOR JUNCTION BOX, STA AND OFFSET IS TO CENTER OF BOX.

CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 10283

STATE OF TEXAS
RICHIE P. JAMES
90185
LICENSED PROFESSIONAL ENGINEER

NAME: _____ PE
DATE: 9/3/2021

CITY OF PORT LAVACA
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

CDBG-DR
20-065-071-C198

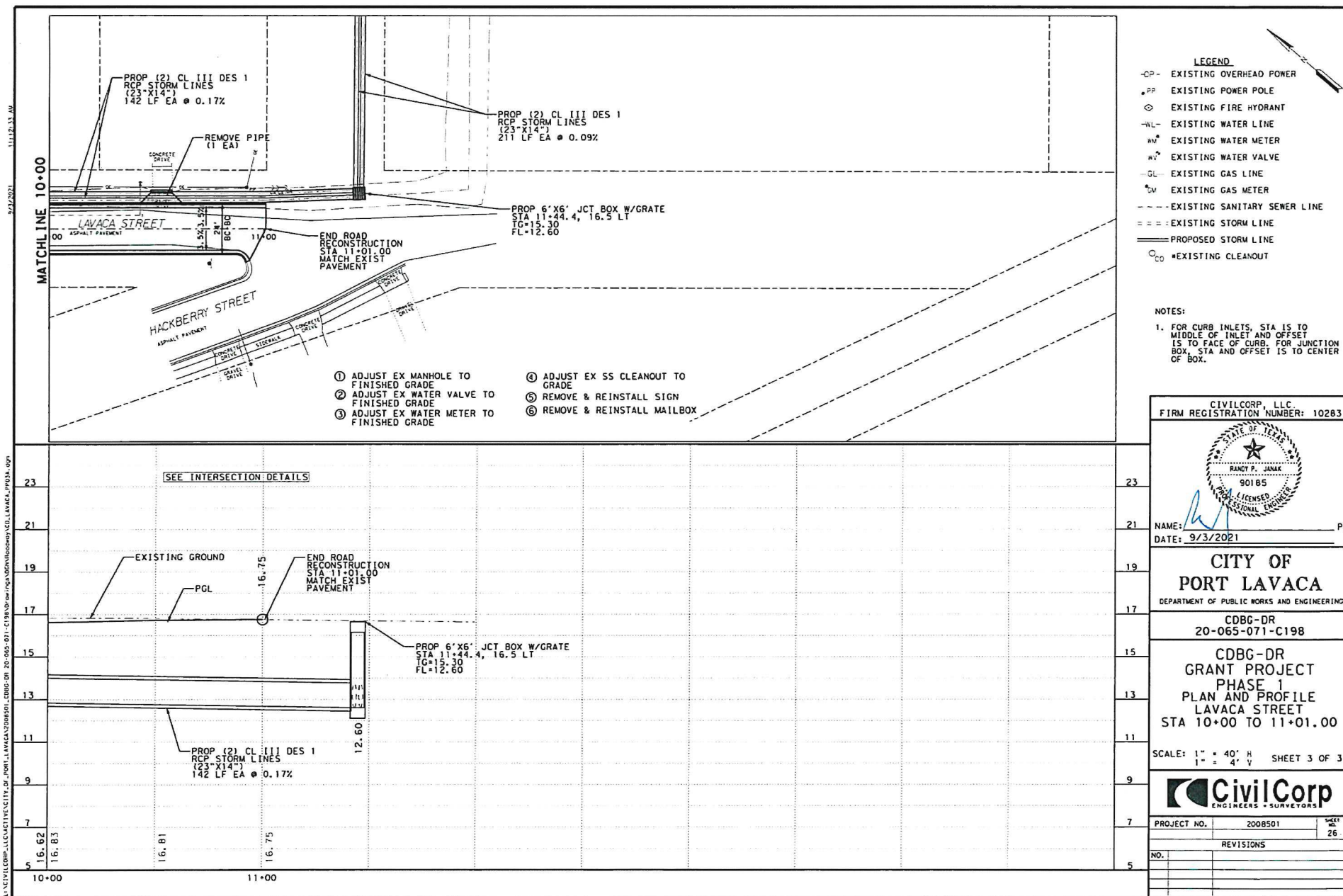
CDBG-DR
GRANT PROJECT
PHASE 1
PLAN AND PROFILE
LAVACA STREET
STA 5+00 TO 10+00

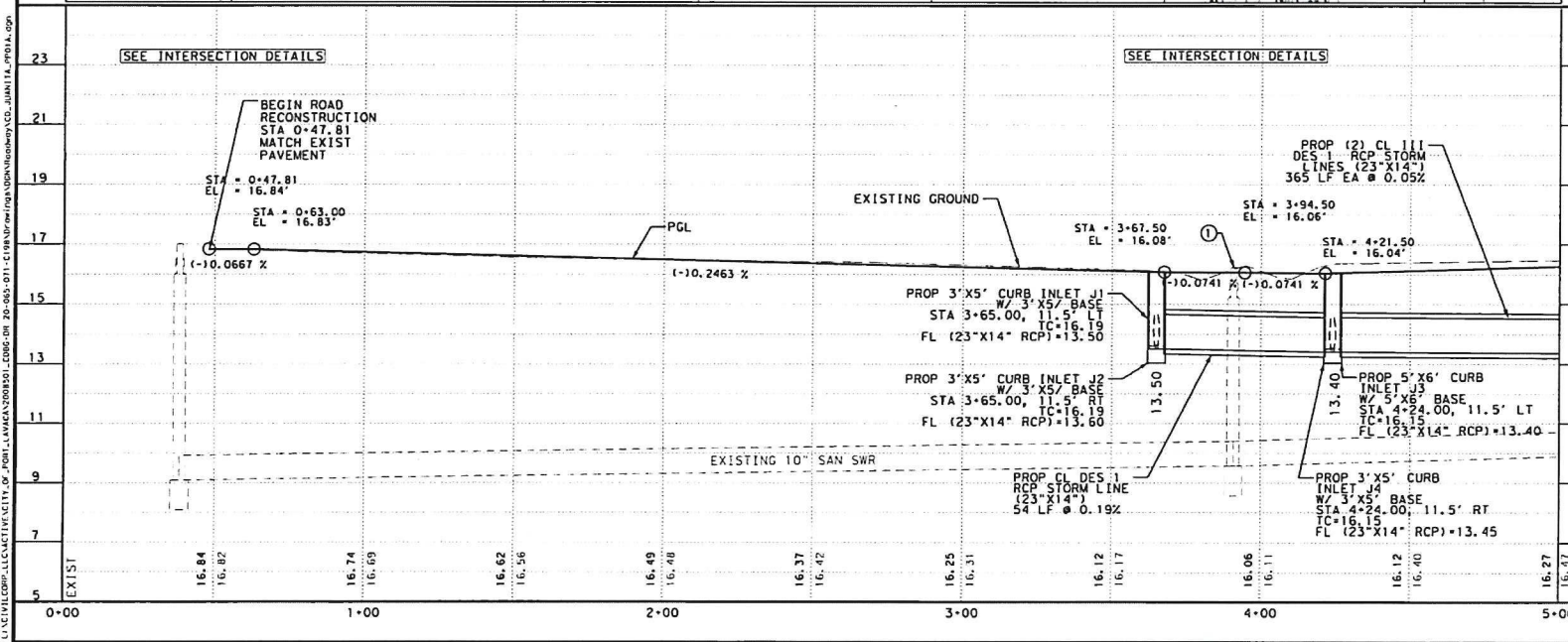
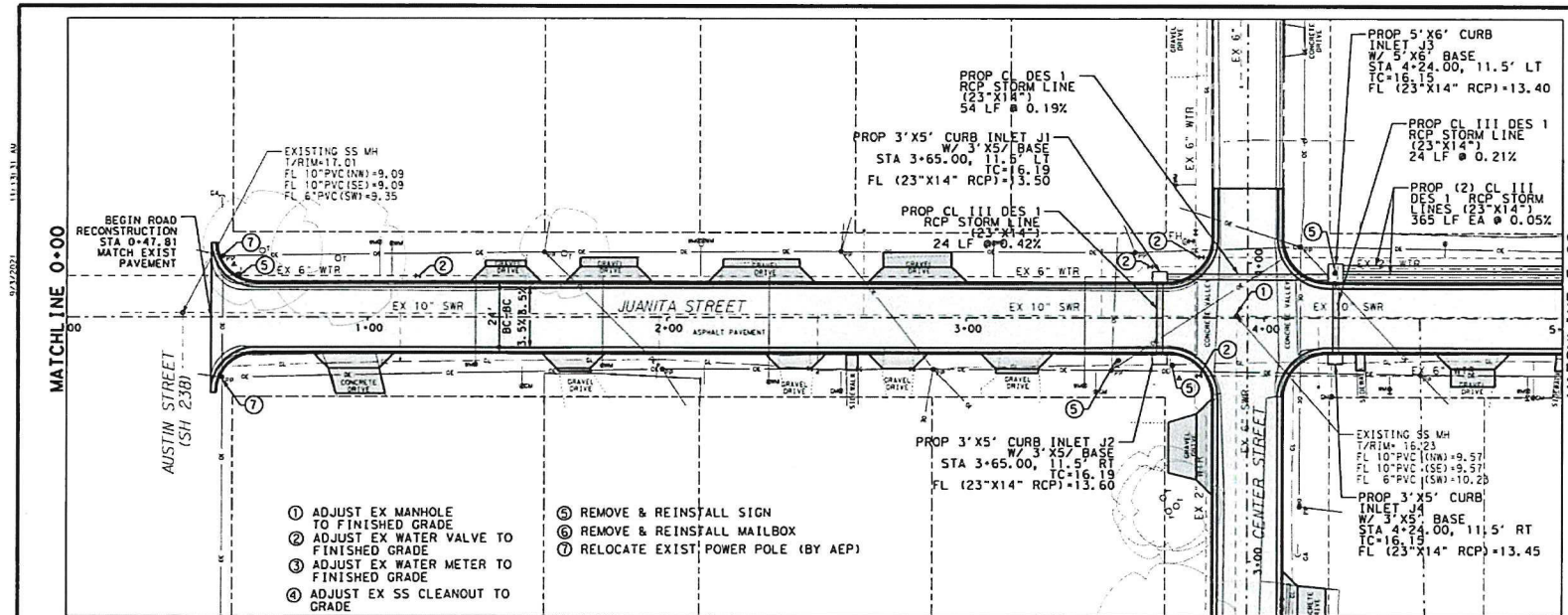
SCALE: 1" = 40' H
1" = 4' V SHEET 2 OF 3

CivilCorp
ENGINEERS • SURVEYORS

PROJECT NO.	2008501
NO.	REVISIONS

SHEET NO. 25





CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 10283

STATE OF TEXAS
90185
RANNEY P. JAMES
REGISTERED PROFESSIONAL ENGINEER

NAME: RANNEY P. JAMES PE
DATE: 9/3/2021

**CITY OF
PORT LAVACA**
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

**CDBG-DR
20-065-071-C198**

**CDBG-DR
GRANT PROJECT
PHASE 1
PLAN AND PROFILE
JUANITA STREET
STA 0+00 TO 5+00**

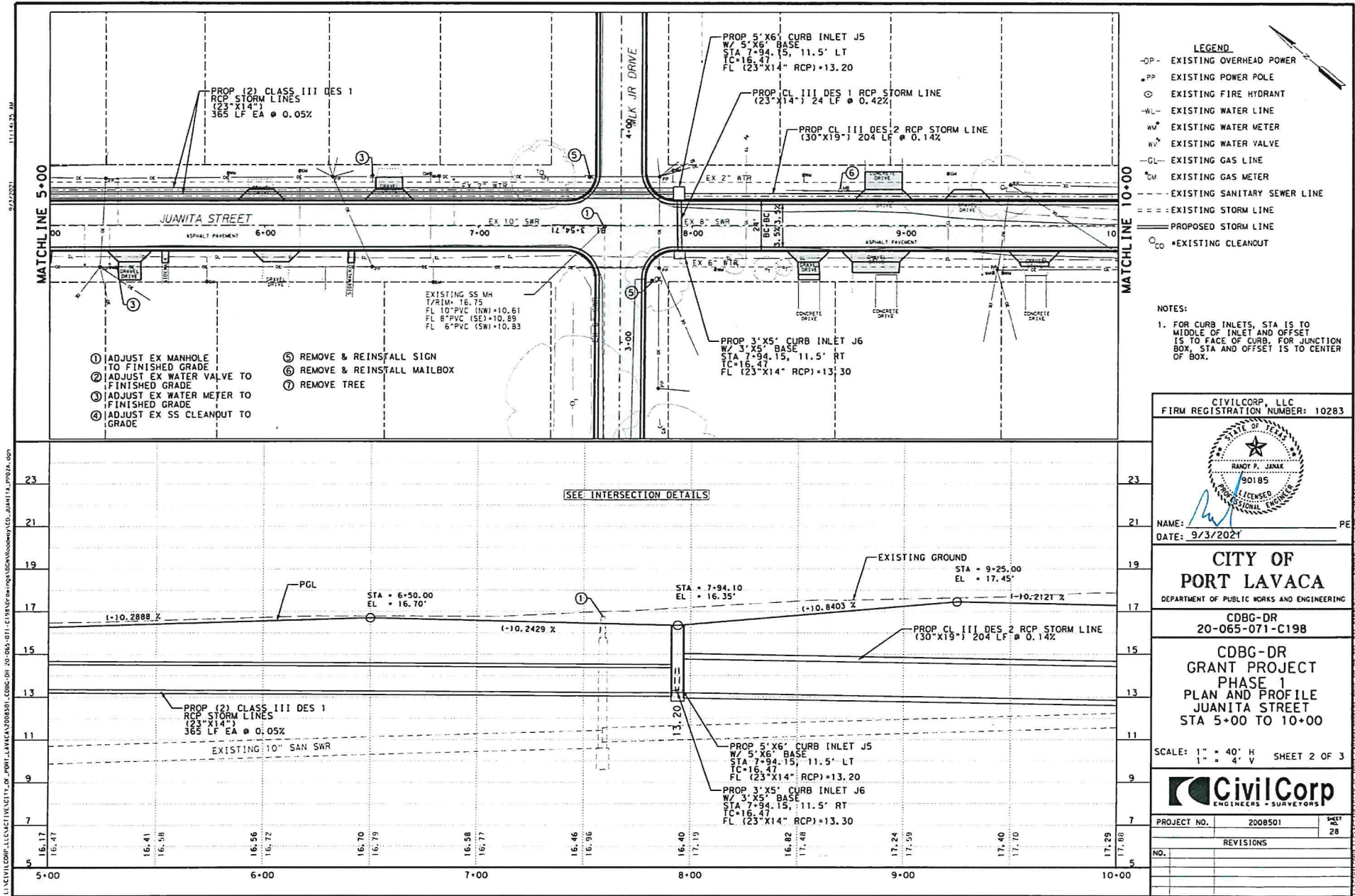
SCALE: 1" = 40' H
1" = 4' V SHEET 1 OF 3

CivilCorp
ENGINEERS • SURVEYORS

PROJECT NO. 2008501
SHEET NO. 27

REVISIONS

NO.	REVISIONS



CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 10283

STATE OF TEXAS
90185
RANDY P. JANK
LICENSED PROFESSIONAL ENGINEER

NAME: _____ PE
DATE: 9/3/2021

CITY OF PORT LAVACA
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

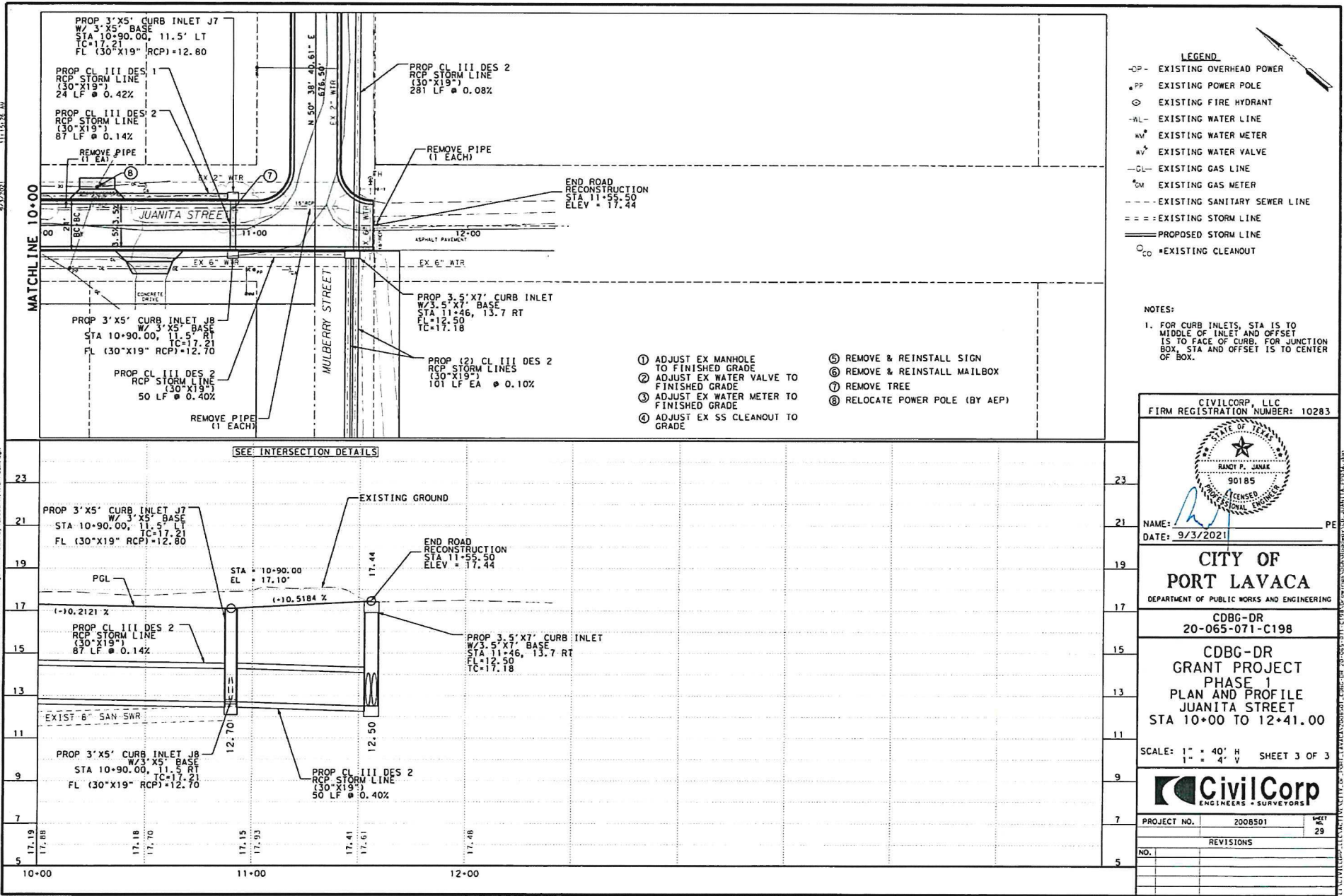
CDBG-DR
20-065-071-C198

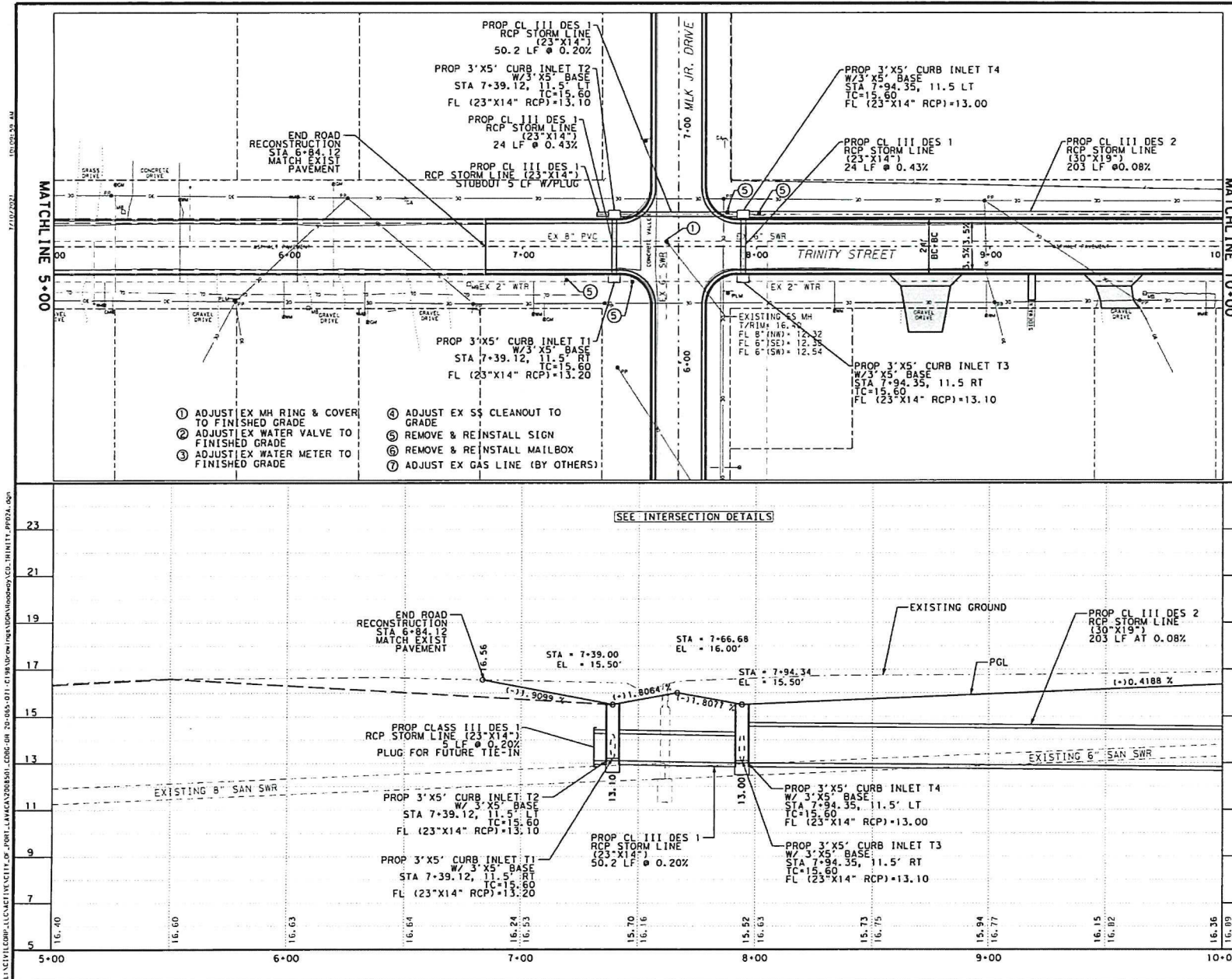
CDBG-DR
GRANT PROJECT
PHASE 1
PLAN AND PROFILE
JUANITA STREET
STA 5+00 TO 10+00

SCALE: 1" = 40' H
1" = 4' V SHEET 2 OF 3

CivilCorp
ENGINEERS - SURVEYORS

PROJECT NO.	2008501	SHEET NO.	28
REVISIONS			
NO.			





CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 10283

STATE OF TEXAS
90185
RANDY P. JANKA
PROFESSIONAL ENGINEER

NAME: Randy P. Janka PE
DATE: 7/10/2021

CITY OF PORT LAVACA
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

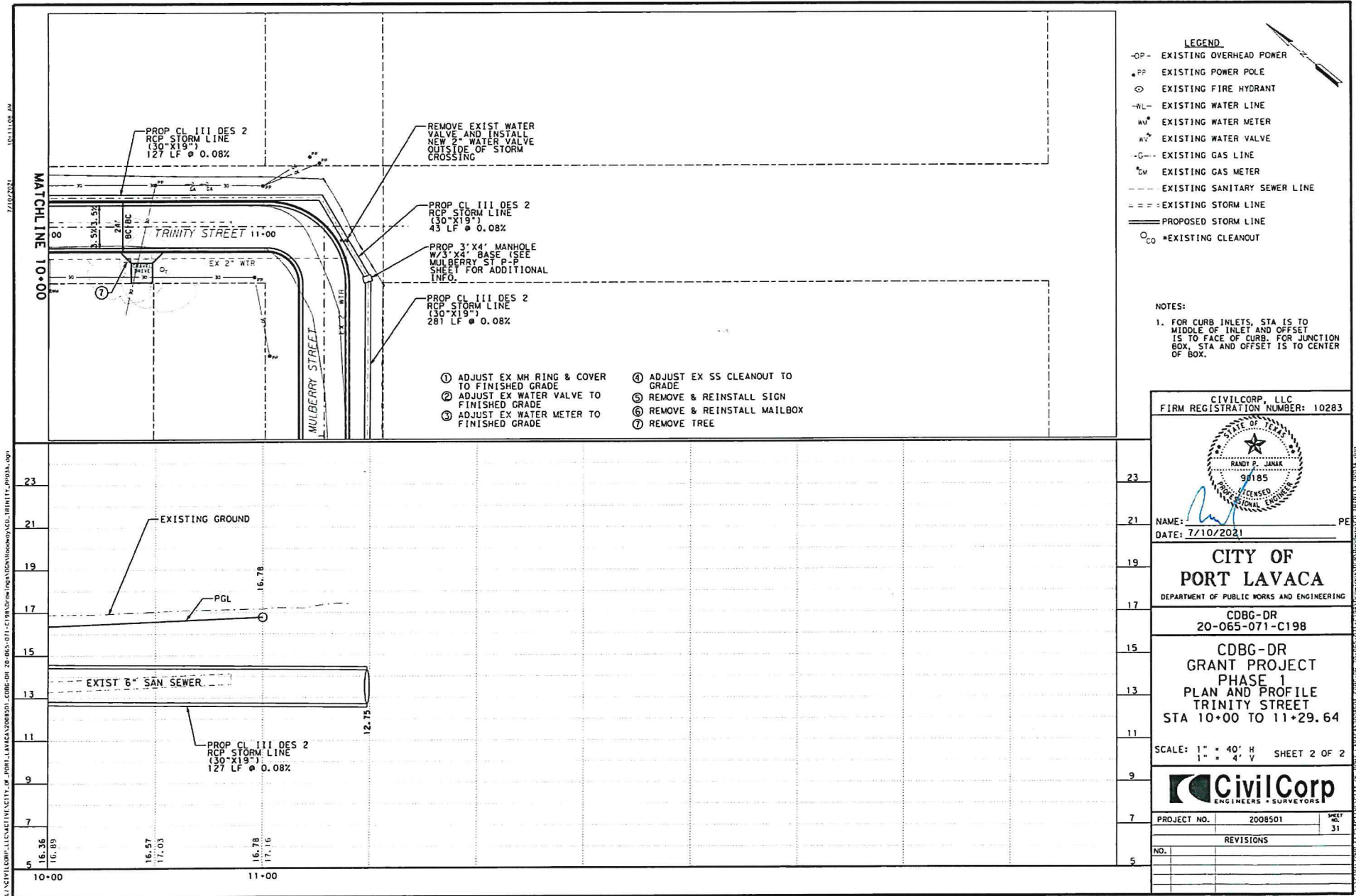
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20-065-071-C198

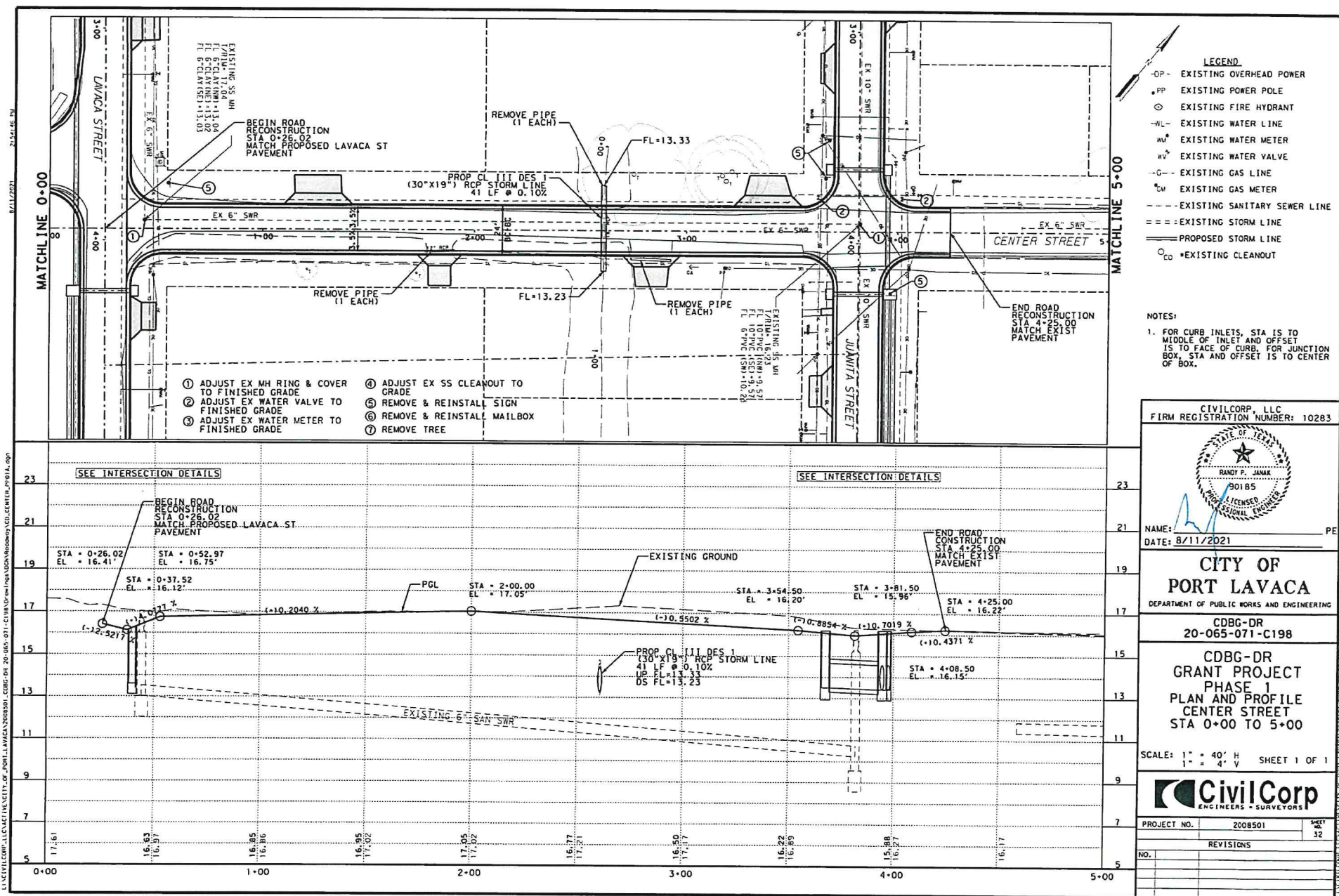
CDBG-DR
GRANT PROJECT
PHASE 1
PLAN AND PROFILE
TRINITY STREET
STA 5+00 TO 10+00

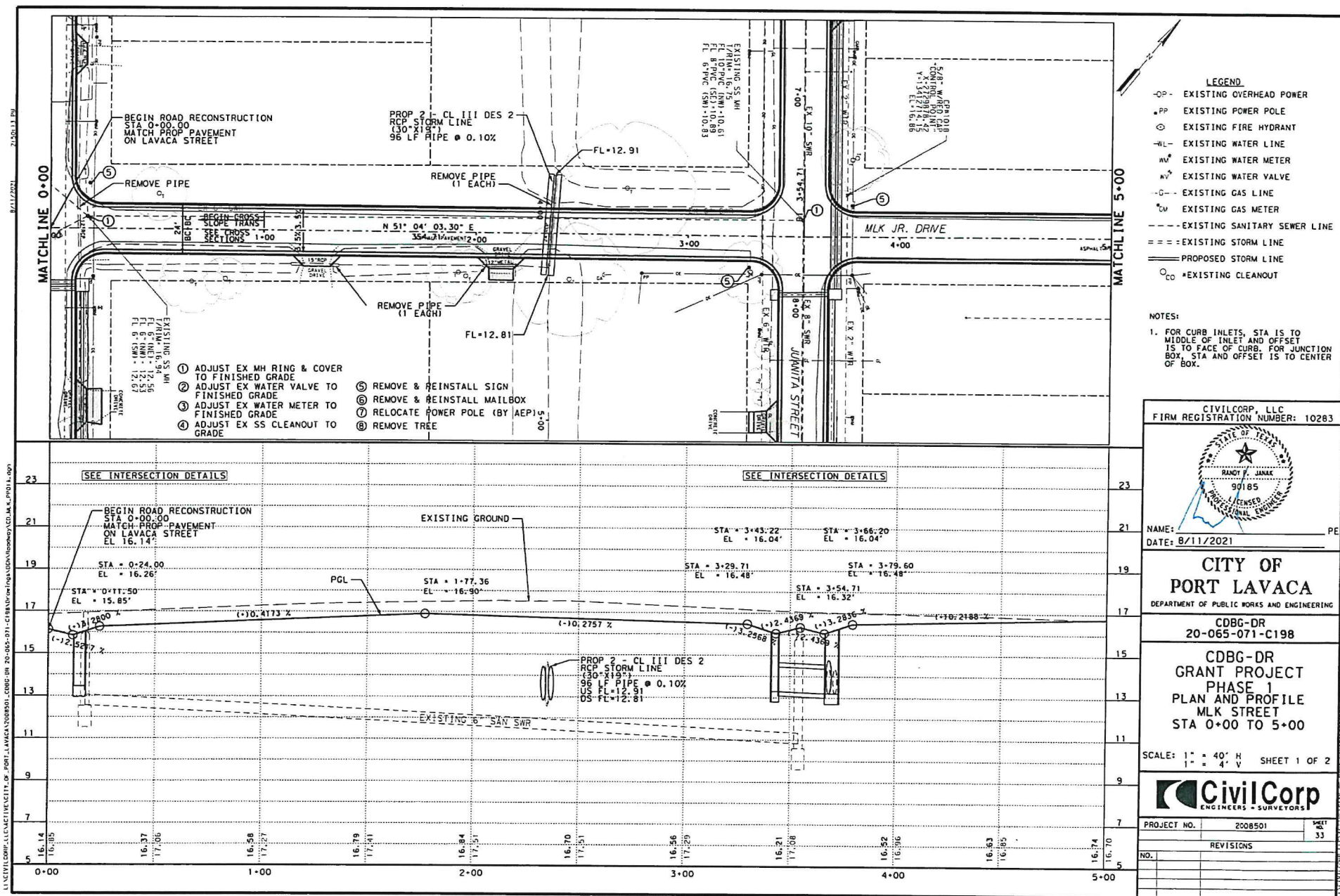
SCALE: 1" = 40' H
1" = 4' V SHEET 1 OF 2

CivilCorp
ENGINEERS • SURVEYORS

PROJECT NO.	2008501	SHEET NO.	30
REVISIONS			
NO.			







1. FOR CURB INLETS, STA IS TO MIDDLE OF INLET AND OFFSET IS TO FACE OF CURB. FOR JUNCTION BOX, STA AND OFFSET IS TO CENTER OF BOX.

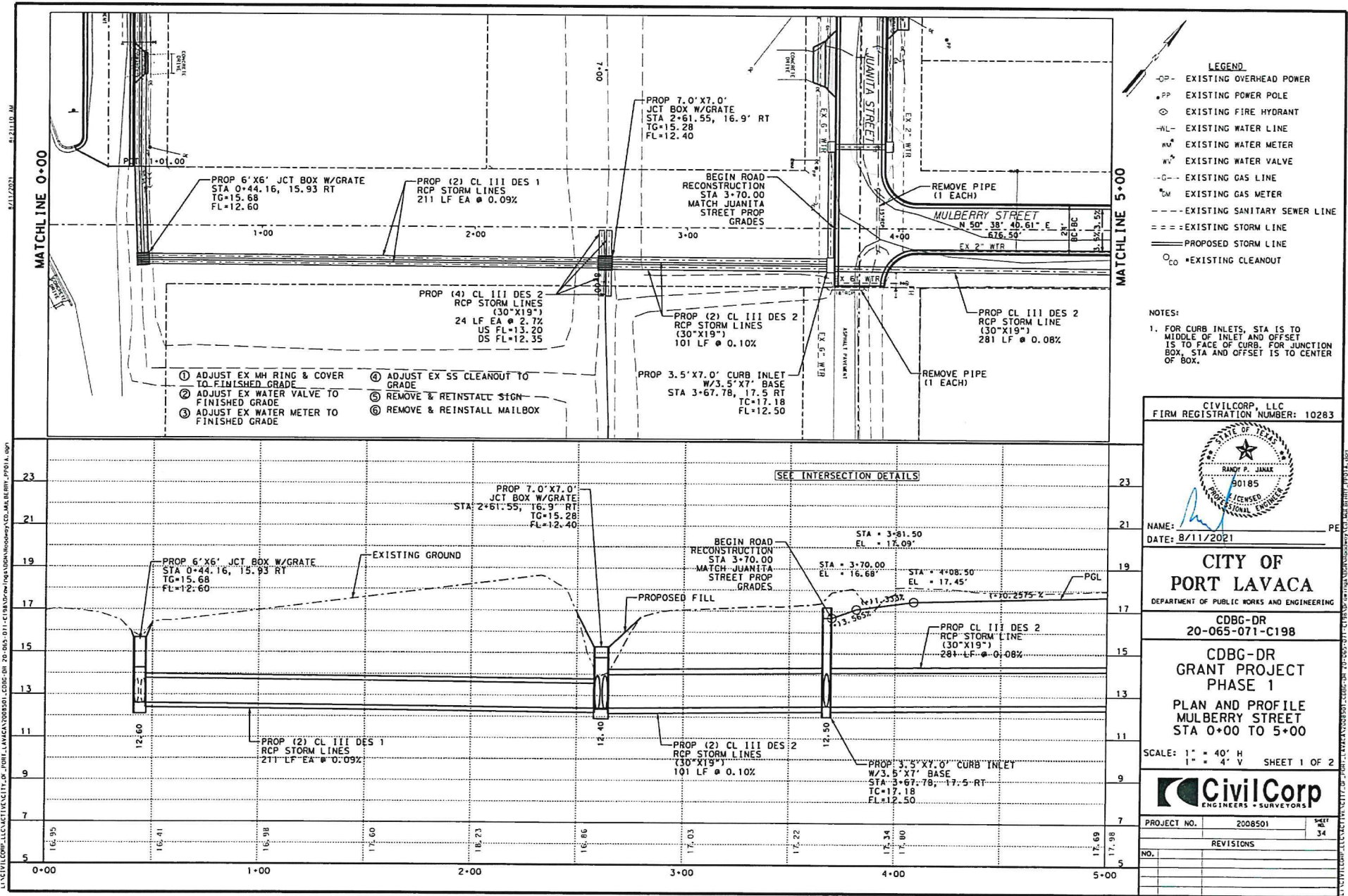
CITY OF
PORT LAVACA

CDBG-DR
GRANT PROJECT
PHASE 1
PLAN AND PROFILE
MLK STREET
STA 5+00 TO 10+00

Civil Corp
ENGINEERS • SURVEYORS

		33A
REVISIONS		

REVISIONS		
NO.		



CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 10283

STATE OF TEXAS
CIVIL ENGINEER
RANDY P. JAMES
90185
LICENSED PROFESSIONAL ENGINEER

NAME: _____ PE
DATE: 8/11/2021

CITY OF PORT LAVACA
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

CDBG-DR
20-065-071-C198

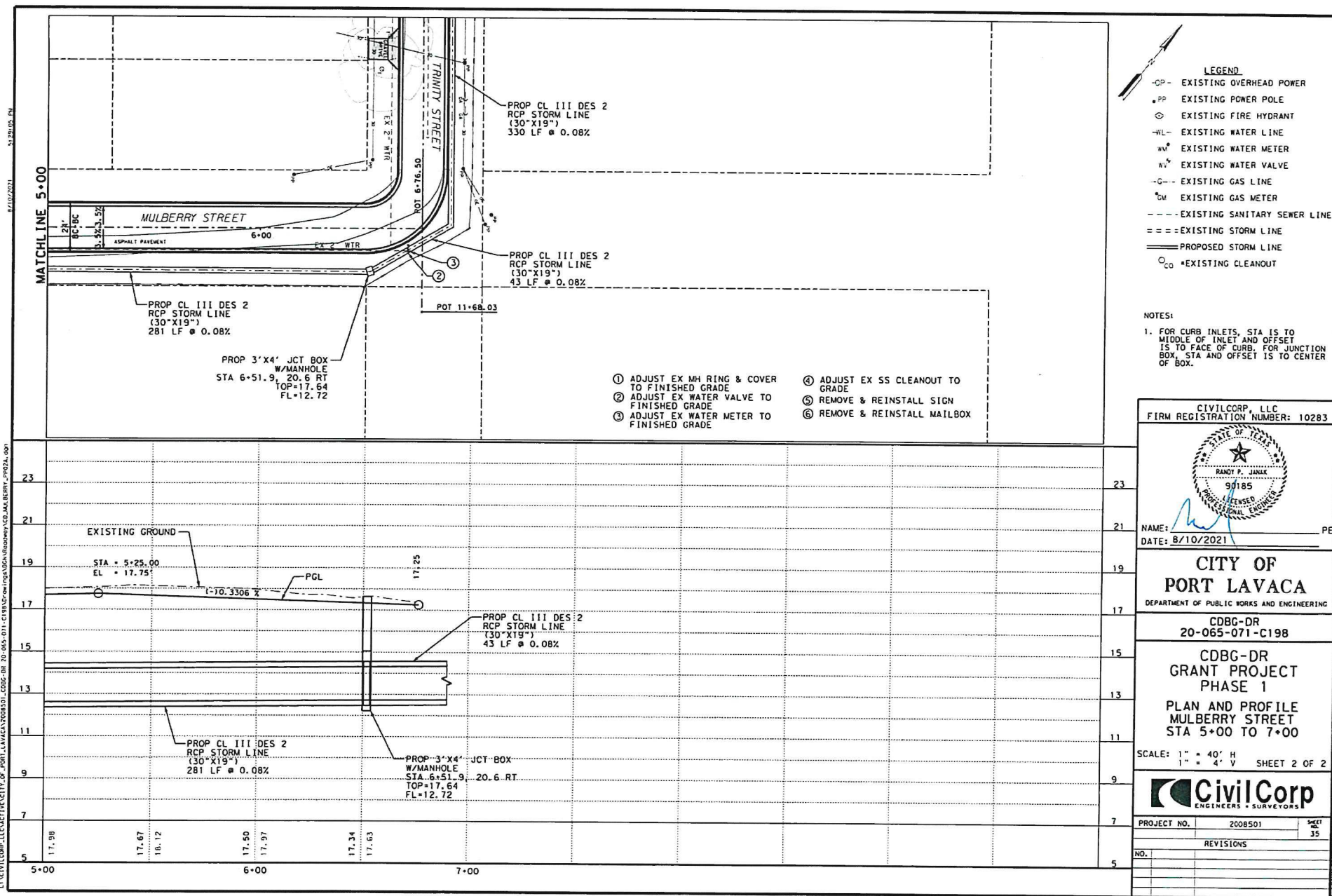
CDBG-DR
GRANT PROJECT
PHASE 1

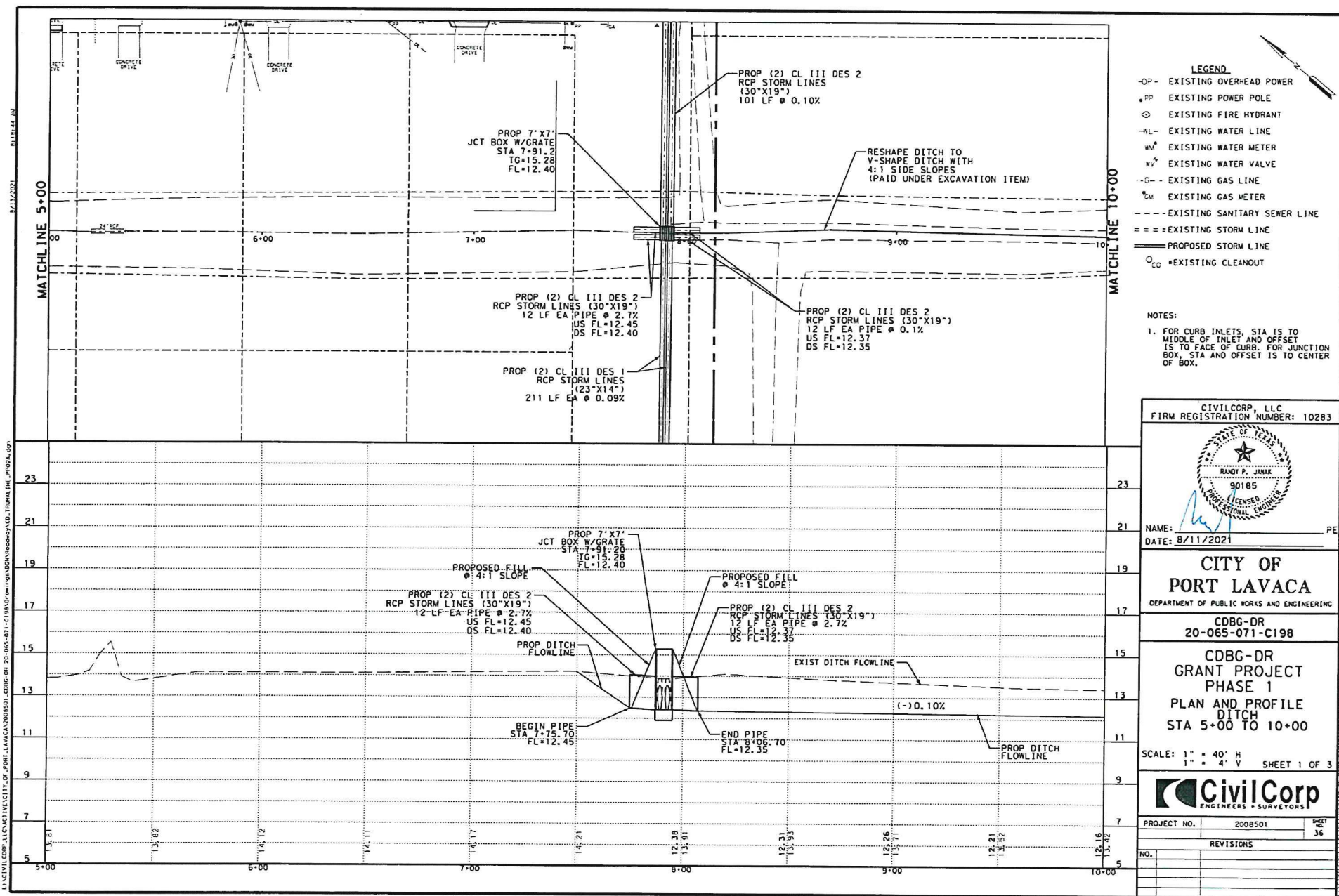
PLAN AND PROFILE
MULBERRY STREET
STA 0+00 TO 5+00

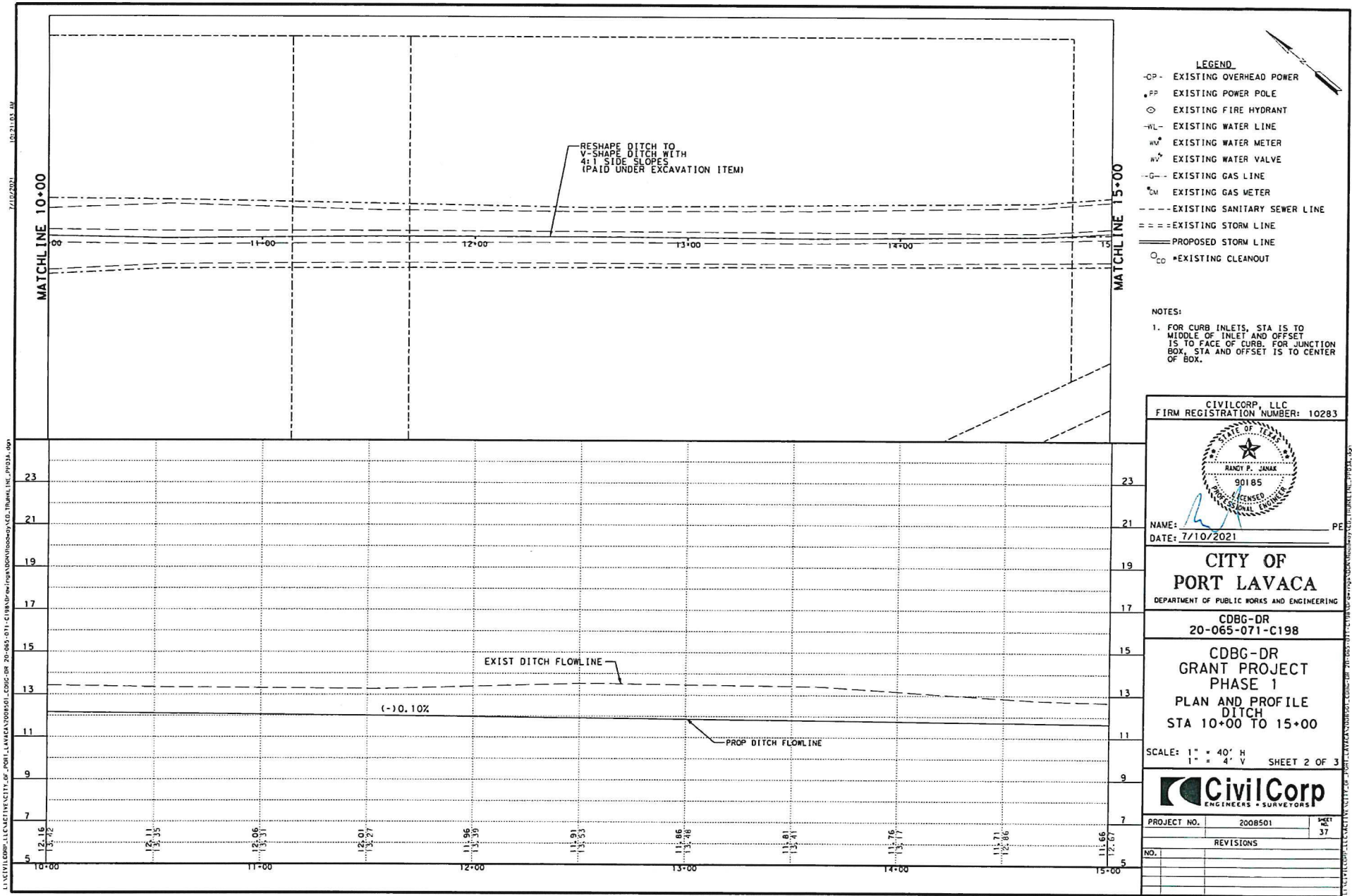
SCALE: 1" = 40' H
1" = 4' V SHEET 1 OF 2

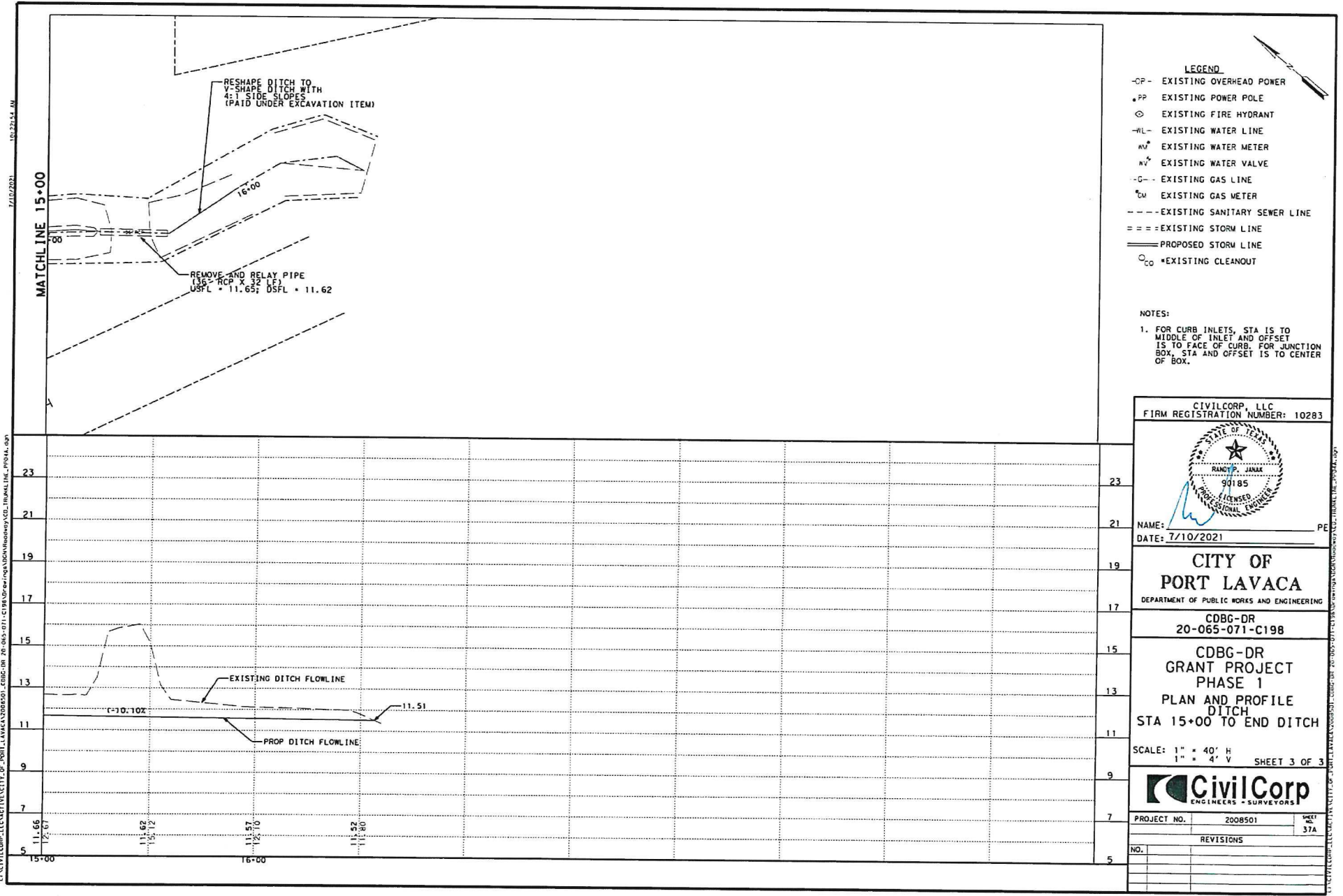
CivilCorp
ENGINEERS • SURVEYORS

PROJECT NO.	2008501	SHEET	34
REVISIONS			
NO.			









- LEGEND**
- OP- EXISTING OVERHEAD POWER
 - PP EXISTING POWER POLE
 - ⊙ EXISTING FIRE HYDRANT
 - WL- EXISTING WATER LINE
 - WV EXISTING WATER METER
 - NV EXISTING WATER VALVE
 - G- EXISTING GAS LINE
 - GM EXISTING GAS METER
 - - - EXISTING SANITARY SEWER LINE
 - == EXISTING STORM LINE
 - == PROPOSED STORM LINE
 - ⊙ EXISTING CLEANOUT

NOTES:

1. FOR CURB INLETS, STA IS TO MIDDLE OF INLET AND OFFSET IS TO FACE OF CURB. FOR JUNCTION BOX, STA AND OFFSET IS TO CENTER OF BOX.

CIVILCORP, LLC
FIRM REGISTRATION NUMBER: 10283

NAME: Randy P. Janak PE
DATE: 7/10/2021

**CITY OF
PORT LAVACA**
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

**CDBG-DR
20-065-071-C198**

**CDBG-DR
GRANT PROJECT
PHASE 1
PLAN AND PROFILE
DITCH
STA 15+00 TO END DITCH**

SCALE: 1" = 40' H
1" = 40' V

SHEET 3 OF 3

CivilCorp
ENGINEERS • SURVEYORS

PROJECT NO.	2008501	SHEET NO.	37A
REVISIONS			
NO.			

COMMUNICATION

SUBJECT: Consider award of the construction bid for the twelve-inch Waterline Phase 1 Project. Presenter is Wayne Shaffer

INFORMATION:

CC MEETING:

AGENDA ITEM #

DATE:

TO: JODY WEAVER, INTERIM CITY MANAGER
cc: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR 

SUBJECT: Recommendations for 12" water main project

BACKGROUND: The current separation of the two elevated storage tanks creates a water age issue. Through engineering and water modeling it was decided that connecting both storage tanks would reduce water age and therefore reduce TTHM formation. However, after receiving bids that exceeded the budget amount, we spoke with Susan Spore from AECOM and are hesitant to award the project until after finalization of the water/wastewater report they are working on. Finally, we believe that it would be better suited to reject the bid and rebid with a different scope, mainly splitting the project into three phases instead of two.

FINANCIAL IMPLICATIONS: The original budget is \$500,000 with \$58,500 encumbered for engineering leaving \$441,500 for project. The base bid amount was \$764,439.49 which equates to \$322,939.49 over the budgeted amount. This is due in large part to material price increases.

IMPACT ON COMMUNITY SUSTAINABILITY: Ultimately, once project is approved and completed it will improve water quality for our community.

RECOMMENDATION: Staff recommends rejecting the bid and wait for the water/wastewater plans from AECOM to be finalized before revisiting the job scope and rebidding in the future.

ATTACHMENTS: Bid tabulation

BID TABULATION					
CITY OF PORT LAVACA					
2020-2021 WATER SYSTEM CAPITAL IMPROVEMENTS PROJECT					
BID DATE: 08/26/2021					
Lester Contracting, Inc.					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
GENERAL					
1.	Mobilization, Insurance and Bonds (Maximum 5% of Base Bid)	1	LS	\$ 37,000.00	\$ 37,000.00
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 10,000.00	\$ 10,000.00
3.	Storm Water Pollution Prevention Plan (Prepare, Implement and Maintain Storm Water Plan and Controls)	1	LS	\$ 3,200.00	\$ 3,200.00
SUBTOTAL GENERAL					\$ 50,200.00
TRAVIS STREET IMPROVEMENTS					
4.	Water Main (12") (PVC) (Non-Paved Areas)	12	LF	\$ 141.00	\$ 1,692.00
5.	Water Main (12") (PVC) (Asphalt Paved Areas)	1,266	LF	\$ 95.75	\$ 121,219.50
6.	Water Main (12") (PVC) (Concrete Paved Areas)	6	LF	\$ 280.00	\$ 1,680.00
7.	Water Main (12") (PVC) (Installed in Steel Casing)	254	LF	\$ 88.06	\$ 22,367.24
8.	Steel Casing (18") (Bored)	254	LF	\$ 314.00	\$ 79,756.00
9.	Water Main (8") (PVC) (Non-Paved Areas)	36	LF	\$ 66.00	\$ 2,376.00
10.	Water Main (8") (PVC) (Asphalt Paved Areas)	16	LF	\$ 161.50	\$ 2,584.00
11.	Water Main (6") (PVC) (Asphalt Paved Areas)	69	LF	\$ 86.50	\$ 5,968.50
12.	Water Main (4") (PVC) (Non-Paved Areas)	24	LF	\$ 41.75	\$ 1,002.00
13.	Fitting (Tee) (12" x 8")	2	EA	\$ 1,420.00	\$ 2,840.00
14.	Fitting (Tee) (12" x 6")	1	EA	\$ 1,275.00	\$ 1,275.00
15.	Fitting (Cross) (12" x 6")	1	EA	\$ 1,500.00	\$ 1,500.00
16.	Fitting (Reducer) (6" x 4")	2	EA	\$ 430.00	\$ 860.00
17.	Fitting (Bend) (12") (45 Deg)	6	EA	\$ 1,000.00	\$ 6,000.00
18.	Fitting (Bend) (12") (11.25 Deg)	1	EA	\$ 1,865.00	\$ 1,865.00
19.	Fitting (Bend) (8") (90 Deg)	5	EA	\$ 950.00	\$ 4,750.00
20.	Fitting (Bend) (4") (45 Deg)	4	EA	\$ 400.00	\$ 1,600.00
21.	Fitting (Plug) (8")	3	EA	\$ 400.00	\$ 1,200.00
22.	Fitting (Plug) (4")	2	EA	\$ 200.00	\$ 400.00
23.	Gate Valve (12")	3	EA	\$ 3,200.00	\$ 9,600.00
24.	Gate Valve (8")	2	EA	\$ 1,900.00	\$ 3,800.00
25.	Gate Valve (6")	3	EA	\$ 1,350.00	\$ 4,050.00
26.	Locate & Connect To Existing Water Line (8")	3	EA	\$ 2,600.00	\$ 7,800.00
27.	Locate & Connect To Existing Water Line (4")	2	EA	\$ 2,100.00	\$ 4,200.00
28.	Remove Existing Water Valve	1	EA	\$ 700.00	\$ 700.00
29.	Remove Existing Fire Hydrant	1	EA	\$ 1,050.00	\$ 1,050.00
30.	Fire Hydrant (All Depths)	1	EA	\$ 6,400.00	\$ 6,400.00
31.	Water Service (1" With 3/4" Meter) (Short Side)	10	EA	\$ 1,265.00	\$ 12,650.00
32.	Water Service (1" With 3/4" Meter) (Long Side)	13	EA	\$ 2,300.00	\$ 29,900.00
SUBTOTAL TRAVIS STREET IMPROVEMENTS					\$ 341,085.24
CANDLELIGHT LANE IMPROVEMENTS					
33.	Water Main (12") (PVC) (Asphalt Paved Areas)	1,269	LF	\$ 97.75	\$ 124,044.75
34.	Water Main (6") (PVC) (Non-Paved Areas)	26	LF	\$ 77.50	\$ 2,015.00
35.	Water Main (6") (PVC) (Asphalt Paved Areas)	204	LF	\$ 64.75	\$ 13,209.00
36.	Water Main (4") (PVC) (Non-Paved Areas)	48	LF	\$ 39.00	\$ 1,872.00
37.	Fitting (Tee) (12" x 6")	7	EA	\$ 1,275.00	\$ 8,925.00
38.	Fitting (Cross) (12" x 6")	1	EA	\$ 1,500.00	\$ 1,500.00
39.	Fitting (Reducer) (6" x 4")	5	EA	\$ 430.00	\$ 2,150.00
40.	Fitting (Bend) (12") (90 Deg)	1	EA	\$ 1,675.00	\$ 1,675.00
41.	Fitting (Bend) (12") (11.25 Deg)	3	EA	\$ 935.00	\$ 2,805.00
42.	Fitting (Bend) (6") (45 Deg)	2	EA	\$ 480.00	\$ 960.00
43.	Fitting (Bend) (4") (45 Deg)	10	EA	\$ 400.00	\$ 4,000.00
44.	Fitting (Plug) (6")	1	EA	\$ 330.00	\$ 330.00
45.	Fitting (Plug) (4")	5	EA	\$ 285.00	\$ 1,425.00
46.	Gate Valve (12")	7	EA	\$ 3,275.00	\$ 22,925.00
47.	Gate Valve (6")	7	EA	\$ 1,450.00	\$ 10,150.00
48.	Locate & Connect To Existing Water Line (6")	1	EA	\$ 2,150.00	\$ 2,150.00
49.	Locate & Connect To Existing Water Line (4")	5	EA	\$ 2,100.00	\$ 10,500.00
50.	Remove Existing Water Valve	9	EA	\$ 520.00	\$ 4,680.00
51.	Remove Existing Fire Hydrant	2	EA	\$ 900.00	\$ 1,800.00
52.	Fire Hydrant (All Depths)	2	EA	\$ 6,400.00	\$ 12,800.00

BID TABULATION					
CITY OF PORT LAVACA					
2020-2021 WATER SYSTEM CAPITAL IMPROVEMENTS PROJECT					
BID DATE: 08/26/2021					
Lester Contracting, Inc.					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
53.	Water Service (1" With 3/4" Meter) (Short Side)	14	EA	\$ 1,275.00	\$ 17,850.00
54.	Water Service (1" With 3/4" Meter) (Long Side)	1	EA	\$ 1,775.00	\$ 1,775.00
SUBTOTAL CANDLELIGHT LANE IMPROVEMENTS					\$ 249,540.75
VILLAGE ROAD IMPROVEMENTS					
55.	Water Main (12") (PVC) (Installed by Directional Drill)	382	LF	\$ 165.00	\$ 63,030.00
56.	Fitting (Bend) (12") (90 Deg)	1	EA	\$ 1,275.00	\$ 1,275.00
57.	Remove Existing Water Valve	2	EA	\$ 520.00	\$ 1,040.00
58.	Remove Existing Fire Hydrant	1	EA	\$ 1,050.00	\$ 1,050.00
59.	Water Service (1" With 3/4" Meter) (Long Side)	1	EA	\$ 2,050.00	\$ 2,050.00
SUBTOTAL VILLAGE ROAD IMPROVEMENTS					\$ 68,445.00
WATER TOWER IMPROVEMENTS					
60.	Water Main (12") (PVC) (Gravel Paved Areas)	403	LF	\$ 75.50	\$ 30,426.50
61.	Water Main (12") (PVC) (Asphalt Paved Areas)	37	LF	\$ 119.00	\$ 4,403.00
62.	Water Main (6") (PVC) (Gravel Areas)	8	LF	\$ 133.00	\$ 1,064.00
63.	Fitting (Tee) (12" x 6")	1	EA	\$ 875.00	\$ 875.00
64.	Fitting (Bend) (12") (90 Deg)	3	EA	\$ 1,900.00	\$ 5,700.00
65.	Fitting (Plug) (12")	1	EA	\$ 600.00	\$ 600.00
66.	Gate Valve (6")	1	EA	\$ 1,500.00	\$ 1,500.00
67.	Locate & Connect To Existing Water Line (12")	1	EA	\$ 3,500.00	\$ 3,500.00
68.	Remove Existing Water Valve	1	EA	\$ 700.00	\$ 700.00
69.	Fire Hydrant (All Depths)	1	EA	\$ 6,400.00	\$ 6,400.00
SUBTOTAL WATER TOWER IMPROVEMENTS					\$ 55,168.50
TOTAL BASE BID					\$ 764,439.49
ALTERNATE 1 - HWY 35 IMPROVEMENTS					
A1.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 2,900.00	\$ 2,900.00
A2.	Water Main (12") (PVC) (Non-Paved Areas)	681	LF	\$ 70.00	\$ 47,670.00
A3.	Water Main (12") (PVC) (Asphalt Paved Areas)	47	LF	\$ 108.00	\$ 5,076.00
A4.	Water Main (12") (PVC) (Installed by Directional Drill)	103	LF	\$ 220.00	\$ 22,660.00
A5.	Water Main (8") (PVC) (Non-Paved Areas)	21	LF	\$ 112.00	\$ 2,352.00
A6.	Water Main (6") (PVC) (Non-Paved Areas)	4	LF	\$ 113.00	\$ 452.00
A7.	Fitting (Tee) (12" x 8")	2	EA	\$ 1,425.00	\$ 2,850.00
A8.	Fitting (Tee) (12" x 6")	1	EA	\$ 900.00	\$ 900.00
A9.	Fitting (Cross) (12" x 8")	1	EA	\$ 1,650.00	\$ 1,650.00
A10.	Fitting (Bend) (12") (90 Deg)	4	EA	\$ 1,900.00	\$ 7,600.00
A11.	Fitting (Bend) (8") (90 Deg)	4	EA	\$ 1,130.00	\$ 4,520.00
A12.	Fitting (Plug) (12")	1	EA	\$ 775.00	\$ 775.00
A13.	Fitting (Plug) (8")	2	EA	\$ 400.00	\$ 800.00
A14.	Gate Valve (12")	1	EA	\$ 3,275.00	\$ 3,275.00
A15.	Gate Valve (8")	2	EA	\$ 1,900.00	\$ 3,800.00
A16.	Gate Valve (6")	1	EA	\$ 1,350.00	\$ 1,350.00
A17.	Locate & Connect To Existing Water Line (8")	2	EA	\$ 2,200.00	\$ 4,400.00
A18.	Remove Existing Water Valve	2	EA	\$ 520.00	\$ 1,040.00
A19.	Fire Hydrant (All Depths)	1	EA	\$ 6,400.00	\$ 6,400.00
A20.	Deduct: Fitting (Tee) (12" x 8")	1	EA	\$ (1,420.00)	\$ (1,420.00)
SUBTOTAL ALTERNATE 1 - HWY 35 IMPROVEMENTS					\$ 119,050.00
TOTAL BASE BID + ALTERNATE 1					\$ 883,489.49
CALENDAR DAYS - SUBSTANTIAL COMPLETION					240

COMMUNICATION

SUBJECT: Consider approval of an agreement between the City of Port Lavaca and Ferguson Water Works for the purchase of new “AMI” water meters via the government financing in the amount of \$2,283,372.00. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: OCTOBER 25, 2021

AGENDA ITEM _____

DATE: 10/19/21**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** SUSAN LANG, FINANCE DIRECTOR**SUBJECT:** CONSIDER AWARD OF FULL AMI FIXED BASED METER READING SYSTEM UPGRADE TO FERGUSON WATER WORKS**Background:**

In 2014, the City embarked on a meter change out program to replace it's manual-read brass positive displacement meters with an automated reading system which utilized composite (plastic) positive displacement meters offered through Sensus. The complete change over and roll-out was accomplished in 2016 which afforded savings in labor costs and accuracy in meter reads. The composite meters had a ten (10) year life with full factory replacement warranty at five (5) years.

A positive displacement meter functions by spinning as the water travels through the chamber and registers the usage on either a dial (manual read) or a digital display (automated & manual read). Throughout the last several years, meters that failed to register usage at occupied structures were turned in for warranty, but were denied due to sand or debris as the culprit causing the malfunctioning of the meter. Additionally, we began experiencing issues with the automatic readings communicating with the manufacturer's software. We were told that this was probably the reason we were having so many "zero" reads in our system. It was suggested that the City upgrade to a different software platform to solve this problem. During this time, the City experienced the malware attack, and had to go through recovery efforts. Once the new software was finally installed, it became obvious that the software communication was not the problem, but a wide-spread meter malfunction due to sand and sediment produced from the City's surface water source.

A few months ago, we determined approximately 1,500 meters of the approximately 4,500 active accounts (or 33%) were malfunctioning or broken. Currently, we are estimating 2,156 out of 4613 active accounts (47%) are malfunctioning and/or not communicating with our system. Utilizing our billing system audit reports and focusing on zero reads only, we have determined the following:

Zone	Total Active Meters	Zero Consumption	9+ Months of Zero Readings
1	1900	943 (50%)	681 (72%)
2	1270	264 (21%)	114 (43%)
3	1443	720 (21%)	306 (43%)
Total	4613	1927 (42%)	1101 (57%)

As you can see, we have reached a critical situation, in that almost one-half of our water meters are malfunctioning.

Original discussions focused upon repair and replacement of the malfunctioning meters with the manufacturer's representative, but after discussions with our City personnel, it became painfully obvious that the replacement with the same style meter would not work with our particular water. The costly and time consuming "repair" process would also lead us back to the beginning, with an incorrect meter for our

particular water application. Some of the original estimates for replacement (utilizing 1,500 meters) averaged \$420,000 for replacement or \$256,000 for repair, both utilizing out-side assistance.

Once we realized the positive displacement meters were the main source of our issue, we focused our attention on an alternative meter that would not only meet our specific application specifications, but would also enhance our customer service experience by allowing the users to see their usage in near real-time.

We concluded that a solid state meter with no moving parts to jam by the sand and sediment in our water would be the ideal meter for our application. The meter is also extremely accurate under low flow as well as high flow situations.

Recommendation:

City staff interviewed three manufacturers and their representatives to determine who might be the best partner to meet our needs, and determined that Ferguson Waterworks was the best fit. Because we participate in interlocal cooperative purchasing agreements, prices have been pre-bid and awarded.

We received estimates from all three manufacturers as follows:

AV Water Technologies	\$2,033,934
SET/MIG	\$2,158,432
Ferguson Water Works	\$2,000,000

After adding an allowance for contingencies for water line and valve replacements and the Customer Portal software, the final Ferguson quote amounted to \$2,283,372. Additionally, the staff is looking at the “big picture” and feels that Ferguson Waterworks will be able to provide integrated technology by utilizing they Sentryx Water Intelligence Platform which will provide scalable digital services to bundle metering, pressure monitoring and leak detection all on a safe and secure platform which will enhance and monitor security to protect the City’s utilities and homeowner’s data.

In order to finance the expense, the City received a quotation from Government Capital, whom the City has utilized in the past, and recommends a five year financing term, with the first payment due one year from signing, at a rate of 2.29% with \$513,473.65 annual payments for five years.

Ferguson Waterworks presented their product and plan for the City at September workshop. We are requesting the City Council to: **Approve the recommendation of staff to award the water meter replacement contract through The Interlocal Purchasing System (TIPS) to Ferguson Waterworks, and authorize the City Manager to execute the agreement with Ferguson Water Works and Government Capital for the financing of the meter change out.**

COMMUNICATION

SUBJECT: Consider amendment to the City of Port Lavaca HR and Workplace Policies by adding to Chapter 4 Leave of Absence, a “Section 4.13 Quarantine Leave for Fire Fighters and Peace Officers” as required by 87th Legislature H.B. 2073 and the Texas Local Government Code Section 180.008. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

SPECIAL COUNCIL MEETING: OCTOBER 25, 2021**AGENDA ITEM __****DATE:** 10.19.2021**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** HB 2073 – TX GOV'T CODE 180.008
QUARANTINE LEAVE POLICY FOR FIRE FIGHTERS AND PEACE OFFICERS

BACKGROUND:

On June 15, 2021, HB 2073 was passed and requires cities to provide paid leave for a specific group of employees who are ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. This rule is cited in the Texas Local Government Code Section 180.008.

I was made aware of this new law at the TML Annual Conference and have drafted the attached policy to comply with this law. TML explained that in the absence of any evidence to the contrary, the presumption is that if a Fire Fighter or Peace Officer contracts COVID it was due to exposure on the job and therefor qualify for this quarantine pay.

FINANCIAL IMPACT: With adoption of this policy, we will need to reimburse sick/vacation days back to the eligible officers and fire fighters. At this time, we have identified one fire fighter and are reviewing the attendance records of the Police Department.

RECOMMENDATION: Adopt the attached Quarantine Leave Policy for Firefighters and Peace Officers as presented.

Chapter 4: Leaves of Absence.....	21
4.01 General Policy (Rev. October 2014)	21
4.02 Vacation Leave (Rev. October 2014)	21
4.03 Holiday Leave	22
4.04 Sick Leave (Rev. October 2014)	23
4.05 Worker’s Compensation Leave	24
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4.11 Other Forms of Leave	32
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4.13 Quarantine Leave (Fire Fighters and Peace Officers (Rev. October 2021)	33

4.13 Quarantine Leave (Fire Fighters and Peace officers)

Pursuant to Texas Local Government Code Section 180.008 (, the City of Port Lavaca hereby adopts this paid quarantine leave policy for Fire Fighters and Peace Officers who are employed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty, effective June 15, 2021.

4.13.01 Definitions

Fire Fighter: a paid employee of the city's fire department who: (a) holds a position that requires substantial knowledge of firefighting; (b) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and (c) performs at least one of the following functions: (i) fire suppression; (ii) fire prevention; (iii) fire training; (iv) fire safety education; (v) fire maintenance; (vi) fire communications; (vii) fire medical emergency technology; (viii) fire photography; (ix) fire administration; or (x) fire arson investigation.

Paid quarantine leave: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

Peace officer: Police Officers licensed by the Texas Commission on Law Enforcement and employed by the City.

4.13.02 Quarantine Leave

A City of Port Lavaca Fire Fighter or Peace Officer who is ordered to quarantine or isolate by the person's supervisor or their physician, due to a possible or known exposure to a communicable disease while on duty, is entitled to receive paid quarantine leave for the duration of the leave.

4.13.03 No Reduction in Compensation and Benefits

The City of Port Lavaca will not reduce a Fire Fighter's or Peace Officer's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

A Fire Fighter's or Peace Officer's supervisor, physician or county health authority shall determine if the employee is required to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty, in accordance with the recommendations provided by the Centers for Disease Control and Prevention. Quarantine and/or self-isolation directed by a Fire Fighter's or Peace Officer's physician must be accompanied by a doctor's note. Fire Fighters or Peace Officers that are eligible for the use of this leave must notify Human Resources. Human Resources is responsible for tracking the usage of this leave.

COMMUNICATION

SUBJECT: Discuss the proposed Long Range Planning docket for ordinance updates and revisions for 2022. Presenter is Jessica Carpenter

INFORMATION:

CITY OF PORT LAVACA

MEETING: October 25, 2021 **AGENDA ITEM** _____

DATE: 10.18.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JESSICA CARPENTER, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss the proposed Long Range Planning docket for ordinance updates and revisions for 2022.

2022 Long Range Planning Docket

Ordinance updates and revisions are proposed on an annual basis as an annual Long-Range Planning Docket. Staff has provided the timely docket for the 2022 planning year. To implement this practice of updating policy, code and regulation under the newly organized department titled Development Services.

The objective is to research, review, revise and edit the ordinances and plans for both Current and Long-Range Planning to provide the most up-to-date clear guidelines and regulations for the public. The researching and vetting process is an investment. Therefore, consideration for what ordinances and/or plans to be updated is to be evaluated with considerations with staff accessibility and time dedicated to objectives.

Staff is seeking input and direction from Council for prioritization of ordinance and plan objectives for planning year 2022.

The proposed 2022 Long Range Planning Docket for consideration is as follows:

1. Chapter 42 - SUBDIVISIONS AND PLATS

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOR_CH42SUP

State Law reference

Texas Constitution and Statutes

<https://statutes.capitol.texas.gov/?link=LG>

Municipal Boundaries and Annexations

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.41.htm>

Extraterritorial jurisdiction of municipalities, V.T.C.A.,

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.42.htm>

Local Government Code ch. 42; municipal regulation of subdivisions, V.T.C.A.,

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.212.htm>

Local Government Code ch. 212; extraterritorial jurisdiction of municipalities in counties that regulate subdivisions, V.T.C.A.,

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.212.htm>

Local Government Code ch. 242; recording of plats, V.T.C.A.,

Property Code § 212.002; extension of subdivision rules to extraterritorial jurisdiction, V.T.C.A.,

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.242.htm>

Local Government Code § 212.003.

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.212.htm>

2. Chapter 52 - Vehicle For Hire

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH52VEHI

State Law reference

Municipal regulation of taxicabs, V.T.C.A.,

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.215.htm>

Local Government Code § 215.004; municipal regulation of vehicles carrying passengers or freight for compensation, V.T.C.A.,

Sec. 215.004. TAXICABS AND LIMOUSINES. (a) To protect the public health, safety, and welfare, a municipality by ordinance:

(1) shall license, control, and otherwise regulate each private passenger vehicle, regardless of how it is propelled, that provides passenger taxicab transportation services for compensation and is designed for carrying no more than eight passengers; and

(2) may license, control, and otherwise regulate each private passenger vehicle, regardless of how it is propelled, that provides passenger limousine transportation services for compensation and is designed for carrying no more than 15 passengers.

(a-1) Subsection (a) applies to a taxicab or limousine service that is operated:

(1) within the jurisdiction of the municipality;

CITY OF PORT LAVACA

- (2) on property owned by the municipality, singly or jointly with one or more other municipalities or public agencies;
- (3) on property in which the municipality possesses an ownership interest; or
- (4) by transporting from the municipality, municipal property, or property in which the municipality has an interest and returning to it.

(b) The ordinance may include:

- (1) regulation of the entry into the business of providing passenger taxicab or limousine transportation services, including controls, limits, or other restrictions on the total number of persons providing the services;
- (2) regulation of the rates charged for the provision of the services;
- (3) establishment of safety and insurance requirements; and
- (4) any other requirement adopted to ensure safe and reliable passenger transportation service.

(c) In regulating passenger taxicab or limousine transportation services under this section, a municipality is performing a governmental function. A municipality may carry out the provisions of this section to the extent the governing body of the municipality considers it necessary or appropriate.

(d) The provisions of this section relating to the regulation of limousine transportation services apply only to a municipality with a population of more than 1.9 million

Added by Acts 1989, 71st Leg., ch. 1, Sec. 50(a), eff. Aug. 28, 1989.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 476 (H.B. 2338), Sec. 1, eff. September 1, 2007.

Local Government Code § 215.073.

Sec. 215.073. VEHICLES FOR HIRE. The municipality may license, fix the charges or fares made by, or otherwise regulate any person who owns, operates, or controls any type of vehicle used on the public streets or alleys of the municipality for carrying passengers or freight for compensation.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Lyft

<https://help.lyft.com/hc/enus/articles/115013083628-Texas-Driver-Information>

Texas Driver Information

This page provides information about vehicle, driver, and document requirements, state regulations, insurance coverage, and city-specific requirements, needed to drive with Lyft in the state of Texas.

Uber

www.uber.com

www.uber.com › [vehicle-requirements](#)

Additional **requirements**. 4-door **vehicle** with independently opening passenger doors. Have 5 factory-installed seats and seat belts. Working windows and air conditioning. No vans, box trucks, or similar **vehicles**. No taxi cabs, government cars, or other marked **vehicles**. No salvaged or rebuilt **vehicles**.

[Vehicle Requirements | Uber Dallas-Fort Worth](#)

[Vehicle Requirements | Uber Austin](#)

[Vehicle Requirements | Uber San Antonio](#)

3. The Economic Development Plan - Outline

- Vision Committee
 - Subcommittees
- Goals
- Objectives
- Milestones

4. Comprehensive Plan – Annual Report

5. Zoning Ordinance - DRAFT

ARTICLE 11. - MUNICIPAL PLANNING AND ZONING

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIHORUCH_ART11MUPLZO_S11.09ZO

Sec. 11.09. - Zoning.

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIHORUCH_ART11MUPLZO_S11.09ZO

The Council is empowered under state law, after receipt of a final report from the Planning and Zoning Commission, to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the bulk of buildings, the location and use of buildings, structures, and land for trade, industry, residence or other purposes, and in the case of designated places and areas of historical, cultural or architectural importance and significance, may regulate the construction, reconstruction, alteration or razing of buildings or other structures.

CITY OF PORT LAVACA

Zoning regulations shall be adopted by ordinance in accordance with a comprehensive plan, and designed to lessen congestion in the streets, secure safety from fire, panic, and other dangers, promote health and the general welfare, provide adequate light and air, prevent the overcrowding of land, avoid undue concentration of population, facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements, or any other purpose allowed by law.

State Law reference

Regulation of land use, structures, businesses and related activities, V.T.C.A., Local Government Code ch. 211 et seq.

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.211.htm>

Planning and development, V.T.C.A., Local Government Code ch. 371 et seq.

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.371.htm>

Regulations of Land use, Structures, Businesses and Related Activities, V.T.C.A., Local Government Code ch. 211. Municipal zoning Authority

<https://statutes.capitol.texas.gov/DocViewer.aspx?DocKey=LG%2fLG.211&Phrases=zoning&HighlightType=1&ExactPhrase=False&QueryText=zoning>

6. December 2022 City Council Workshop - 2023 Long Range Planning Docket



CITY OF PORT LAVACA
TEXAS

Department: Development Services

Division: Long Range Planning

2022 Long Range Planning Docket

Jessica Carpenter – Development Services Director jcarpenter@portlavaca.org

1. October 2021 City Council Workshop - Long Range Project Docket
2. January 2022 City Council - Chapter 42 Subdivision and Plats – Ordinance Update
3. January 2022 Chapter 52 - Vehicle for Hire - Ordinance update
4. March 2022 City Council - The Economic Development Plan – Outline
5. August 2022 City Council Workshop - Comprehensive Plan – Annual Report
6. November 2022 City Council Workshop - Zoning Ordinance DRAFT
7. December 2022 City Council Workshop - 2023 Long Range Planning Docket

COMMUNICATION

SUBJECT: Discuss the code of ordinance updates, revisions and additions for Chapter 12, Chapter 26, Chapter 34, Chapter 36, and the newly proposed chapter for the 2015 International Property Maintenance Code. Presenter is Jessica Carpenter

INFORMATION:

CITY OF PORT LAVACA

MEETING: October 25, 2021 **AGENDA ITEM** _____

DATE: 10.18.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JESSICA CARPENTER, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss the code of ordinance updates, revisions and additions for Chapter 12, Chapter 26, Chapter 34, Chapter 36, and the newly proposed chapter for the 2015 International Property Maintenance Code.

Consider and discuss the code of ordinance updates, revisions and additions for Chapter 12, Chapter 26, Chapter 34, Chapter 36, and the newly proposed chapter for the 2015 International Property Maintenance Code.

1. **Chapter 12 - BUILDINGS AND BUILDING REGULATIONS^[1]**
https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH12BUBURE
 2. **Chapter 26 MANUFACTURED HOUSING¹**
https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH26MAHO
 3. **Chapter 34 PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS²**
https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH34PESOITVEGASAMOFOUN
 4. **Chapter 36 SIGNS**
https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH36SI
 5. **2015 International Property Maintenance Code**
<https://codes.iccsafe.org/content/IPMC2015/chapter-1-scope-and-administration>
-

Chapter 12 - BUILDINGS AND BUILDING REGULATIONS^[1]

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH12U_BURE_ARTIIBUTRCO_S12-20BUTRCODO

~~Sec. 12-21. Same Additions, deletions and changes.~~

The following additions, deletions, and changes are adopted to the codes listed in [section 12-20](#):

- (1) ~~Appendix B, Section B101.2.20 to the International Building Code is deleted in its entirety and the following is substituted:~~

~~"The Board shall consist of five members possessing the qualifications approved by the City Council."~~

~~Appendix L. Add new appendix to the International Building Code.~~

~~"Appendix L—Moving buildings."~~

~~*General.* A building or part of any building shall not be moved through or across any sidewalk, street, alley or highway within the governmental limits without first obtaining a permit from the building official.~~

~~*Written application.* Any person desiring to move a building shall first file with the building official a written application setting forth the following information:~~

~~Type and kind of building to be moved;
The original cost of such building;
The extreme dimensions of the length, height and width of the building;
Its present location and proposed new location by lot, block, subdivision and street address; and
The approximate time such building will be upon the streets, and contemplated route that will be taken from present to new location.~~

~~*Permit refusal.* If in the opinion of the building official, the moving of any building will cause serious injury to persons or property or serious injury to the streets or other public improvements, or the building to be moved has deteriorated more than 50 percent of its current value by fire or other element, or the moving of the building will violate any of the requirements of this code, the zoning regulations or deed restrictions, the permit shall not be issued and the building shall not be moved over the streets. Any building being moved for which a permit was granted shall not be allowed to remain in or on the streets for more than 48 hours.~~

~~*Bond required.* The building official, as a condition precedent to the issuance of such permit, shall require a bond to be executed by the person desiring such removal permit, with corporate surety licensed to do business in the state. Such bond shall be made payable to the city and for such amount as is set by the building official. It shall indemnify the city against any damage caused by the moving of such building to streets, curbs, sidewalks, shade trees, highways and any other property that may be affected by the moving of a building. Such bond shall also be conditioned upon the liable of strict compliance with the terms of said permit, as to route to be taken and limit of time in which to effect such removal and to repair or compensate for the repair and to pay the City of Port Lavaca as liquidated damages an amount as established in appendix A to this Code for each and every day's delay in completing such removal or in repairing any damages to property or public improvement or in clearing all public streets, alleys or highways of all debris occasioned thereby.~~

~~*Notice of permit.* Upon the issuance of said moving permit, the holder of such permit shall cause notice to be given to the chief of the fire department, chief of the police department, superintendent of streets, director of emergency medical service and utility companies that will be affected by the move.~~

~~*Public safety requirements.* Every building which occupies any portion of public property after sundown shall have sufficient lights continuously burning between sunset and sunrise for the protection of the public.~~

~~There shall be sufficient numbers of light placed on each street side of the building to indicate extreme width, height, and length. Lights shall be standard barricade type lights.~~

~~In addition to the lights on the building, barricade lights shall be placed in accordance with the state traffic manual.~~

~~*Improvement by owner.* The owner of any house, building, or other structure proposed to be moved shall make all necessary improvements required in order for the house, building, or structure to comply with the requirements of this Code within 90 days from the date of the issuance of the moving permit. Extensions of such time, as deemed reasonable, may be granted by the building official upon a showing of delay caused by matters beyond the control of the owner or house mover. The application for the moving permit shall be accompanied by an application for a building permit and a complete plan and specifications showing the changes or conditions of the house, building or structure as the same is proposed to be when moving, and all contemplated improvements, signed by the owner or the owner's agent.~~

~~(2) Section 111 (Means of Appeal) of the International Property Maintenance Code is deleted.~~

~~(3) Appendix B, as amended, of the International Building Code is inserted in its place.~~

~~(4) Section R112 (Board of Appeals) of the International Residential Code is deleted.~~

~~(5) Appendix B, as amended, of the International Building Code is inserted in its place.~~

~~(6) Section 109 (Means of Appeal) of the International Plumbing Code is deleted.~~

~~(7) Appendix B, as amended, of the International Building Code is inserted in its place.~~

~~(8) The following is added to the International Plumbing Code as appendix H:~~

~~Appendix H Plumbing reroute.~~

~~Definitions. The term "rerouting of plumbing" means the repair or replacement of piping under the floor of buildings or structures.~~

~~Permit required.~~

~~Materials and installation shall be approved by the plumbing inspector.~~

~~Access to work area:~~

~~A horizontal crawlspace shall be provided under the foundation or floor to allow access for working and inspections.~~

~~Crawlspace shall have a minimum vertical clearance of three feet under all obstructions and a clear width of three feet.~~

~~Crawlspace shall extend outside of the foundation horizontally at full depth and width for a distance of four feet.~~

~~The surface and walls of the crawlspace shall be dry, graded and free of clods, metal or other objects.~~

~~Lighting equipment shall be designed and approved for damp locations.~~

~~Inspections:~~

~~Crawlspace and access surface shall be dry and lined with plastic.~~

~~Plumber shall be available to accompany inspector in the crawlspace during inspection.~~

~~At least one additional person shall be stationed at the entrance to the crawl space during the inspection to maintain communications with the plumbing inspector.~~

~~When required by the plumbing inspector the crawlspace shall be ventilated to his approval.~~

~~Crawlspace must meet the specifications listed in subsection 10e. of this section before plumbing inspection will be made.~~

~~(9)~~

~~Section 109 (IFGC) (Means of Appeal) of the International Fuel Gas Code is deleted.~~

~~(10)~~

~~Appendix B, as amended, of the International Building Code is inserted in its place.~~

~~(11)~~

~~Section 109 (Means of Appeal) of the International Mechanical Code is deleted.~~

~~(12)~~

~~Appendix B, as amended, of the International Building Code is inserted in its place.~~

~~(13)~~

~~Section 109 (Board of Appeals) of the International Energy Conservation Code is deleted:~~

~~(14)~~

~~Appendix B, as amended, of the International Building Code is inserted in its place.~~

~~(15)~~

~~Chapter 11 (Means of Appeal) of the International Electrical Code Administrative Provisions is deleted.~~

~~(16)~~

~~Appendix B, as amended, of the International Building Code is inserted in its place.~~

~~(17)~~Chapter 16 of the 2012 International Building Code is amended to read as follows:

~~1609.3. Basic wind speed. The basic wind speed, in mph, for the determination of wind loads in building design shall be 120 mph (3 second gust) minimum, or such wind speed as required by the Texas Windstorm Insurance Association, the Texas Department of Insurance or any of their successor agencies to comply with insurance requirements for windstorm insurance.~~

~~1609.4.3. Exposure categories. Exposure factor C shall be used in the calculation of all wind loads.~~

~~Section 1609.7 is hereby created to read as follows:~~

~~A contractor or property owner who constructs any structure within the city limits shall provide the following documentation, materials, and methods of construction for windstorm and hurricane protection.~~

~~1609.7.1. Permit requirements. The building inspector shall be provided design documentation from a state licensed professional engineer for construction, renovation, or modifications of all structures over 200 square feet, prior to release of permit. This requirement includes all accessory structures including carports, storage sheds, garages, gazebos, boat storage sheds and similar structures. The person, firm, or corporation responsible for permitting shall provide, prior to final inspection approval, a copy of a Texas Department of Insurance (TDI) report certifying compliance with the current building specifications of the Texas Windstorm Insurance Association (TWIA) Plan of Operation.~~

~~1609.7.2. Masonry wall ties. Masonry wall tie devices will be of galvanized or electroplated materials and installed on 16 inch centers, vertically and horizontally.~~

~~1609.7.3. Asphalt shingles. All asphalt shingles used in the city shall comply with ASTM D 3161 Class F, or ASTM D 6381/UL 2390 Class G or H, or ASTM D 7158 Class G or H. Conformance with more than one standard is not required.~~

~~1609.7.4. Securing outdoor mechanical equipment. All outdoor mechanical equipment and building components shall be anchored against overturning, uplift, and sliding in a design wind event.~~

~~1609.7.5. Signs. All signs of any type exceeding 32 square feet in surface area are to meet the permitting requirements of this chapter.~~

~~(18) The National Electrical Code, 2014 Edition is amended as follows:~~

~~Section 408.36, Exception 1 is deleted.~~

~~Section 250-62(b) is amended to read as follows:~~

~~Section 250-62 (b) Where exposed, a grounding electrode conductor or its enclosure shall be securely fastened to the surface on which it is carried. Grounding electrode conductors shall be permitted to be installed on or through framing members. A 4 AWG or larger copper or aluminum grounding electrode conductor shall be protected if exposed to physical damage. A 6 AWG grounding electrode conductor that is free from exposure to physical damage shall be permitted to be run along the surface of the building construction without metal covering or protection if it is securely fastened to the~~

~~construction without metal covering or protections if it is securely fastened to the construction; otherwise, it shall be protected by rigid polyvinyl chloride (PVC) conduit. Where the grounding electrode conductor is exposed to severe physical damage, it shall be protected by rigid metal conduit (RGC) or intermediate metal conduit (IMC) only where the conduit is bonded to the ground rod by approved connectors in compliance with 250-64 (e) (1). Electrical metallic tubing (EMT) is not allowed for protection of grounding electrode conductors.~~

~~For the purpose of expediting the extinguishing of fires in all buildings, both public and private, the main service disconnect switch shall be placed adjacent to the power company meter on the exterior of all buildings, residential and commercial. The maximum distance between meter service and disconnection means shall be six feet.~~

~~No wire smaller than number 12 shall be used, other than motor control wiring. All metal and non-metallic conduits shall have an equipment grounding conductor sized in accordance with 250-122.~~

~~All conductors on the load side of the power company service drop shall be copper material. No aluminum conductors shall be permitted, with the exception of aerial.~~^[JC1]

~~(19) Definitions:~~

~~*Prefabricated living units (PLU)*—Any residential structure up to 500 square feet built off site and transported to site for installation and not regulated by the state of Texas installed on a permanent foundation.~~

~~The owner of any PLU proposed to be installed within the city limits must have plans and specifications of the building and proposed improvements signed and sealed by a Texas licensed engineer showing the following prior to applying for a building permit:~~

~~1.\ Building to be on permanent foundation and design to comply with most current applicable building codes and all permit drawing requirements.~~

~~2.\ Compliance with all the requirements of City Ordinance [Chapter 12](#).~~

~~*Permanent foundation*—A permanent foundation is a foundation system with the following characteristics:~~

- ~~• It has reinforced concrete components piers/slab/beam.~~
- ~~• The structure is attached to the foundation without the chassis.~~
- ~~• No ground anchors are used in install.~~^[JC2]

(Ord. No. G-7-06, § 3, 9-11-2006; [Ord. No. G-4-15](#), § 1, 4-13-2015; [Ord. No. G-2-16](#), § 2, 4-11-2016; Ord. No. [G-11-19](#), § 1, 8-12-2019)^[JC3]

Chapter 26 MANUFACTURED HOUSING¹

State Law reference— Texas Manufactured Housing Standards Act, V.T.C.A., Occupations Code § 1201.001 et seq.

Sec. 26-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agent means any person authorized by the licensee of a manufactured housing park to operate or maintain such park under the provisions of this chapter.

Block means all housing on one side of a street from cross street to cross street or from cross street to dead-end.

Building official means the legally designated inspection authority of the city, or his authorized representative.

Certificate of occupancy means a certificate issued by the building official for the use of buildings, structures, and land improvements which certifies that the buildings, structures, and land improvements complies with the provisions of all applicable city codes, ordinances and regulations.

City official means the legally designated head of a city department or his authorized representative when acting in an official capacity.

Common access route means a private way that affords the principal means of access to individual manufactured housing lots or auxiliary buildings in a manufactured housing park.

Habitable. As defined by the Texas Manufactured Housing Standards Act, a manufactured house is habitable only if:

- (1) There is no defect or deterioration in or damage to the home that creates a dangerous situation;
- (2) The plumbing, heating, and electrical systems are in safe working order;
- (3) The walls, floor, and roof are:
 - a. Free from a substantial opening that was not designed; and
 - b. Structurally sound; and

¹State law reference(s)—Texas Manufactured Housing Standards Act, V.T.C.A., Occupations Code ch. 1201.

- (4) All exterior doors and windows are in place and operate properly.

Habitability inspection means an inspection by the building official or his designee to determine if a manufactured home is habitable, or an inspection by a licensed professional engineer, a licensed architect, or other approved authority, in order to certify in writing that a manufactured home is habitable as defined in this section.

HUD-Code manufactured home.

- (1) The term "HUD-Code manufactured home" means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems.
- (2) The term "HUD-Code manufactured home" does not include a recreational vehicle as the term is defined by 24 CFR 3282.8(g) (V.T.C.A., Occupations Code ch. 1201).

Installation, when used in reference to manufactured housing, means the construction of the foundation systems, whether temporary or permanent, and the placement and erection of a manufactured home or manufactured home components on the foundation system and includes supporting blocking, leveling, securing, anchoring, and the proper connection of multiple or expandable sections or components, and minor adjustments.

License means a written document issued by the city authorizing a person to operate and maintain a manufactured housing park under the provisions of this chapter and regulations.

Licensed installer means any person or business that holds a license issued by the state department of housing and community affairs authorizing them to perform installation functions on manufactured housing. The term "licensed installer" also applies to a homeowner who has made an application to the state department of housing and community affairs (TDHCA), complete with the application fee and liability insurance as required by the Texas Manufactured Housing Standards Act and has received a homeowner's temporary license to install the manufactured home he made application for to the TDHCA.

Licensee means a person licensed to operate and maintain a manufactured housing park under the provisions of this chapter.

Manufactured housing or manufactured home means a HUD-Code manufactured home or a mobile home and collectively means and refers to both (V.T.C.A., Occupations Code ch. 1201).

Manufactured housing park means a unified development of manufactured housing spaces arranged on a tract of land under single person ownership, meeting all requirements of this chapter, containing ten or more spaces.

Manufactured housing park permit means a written document issued by the building official authorizing the construction, alteration, or extension of a manufactured housing park, under the provisions of this chapter.

Manufactured housing subdivision means the division of a tract of land into any number of lots, tracts, sites, parcels, or areas of any size, including any improvements as defined in chapter 42, subdivisions and plats, that has been designated by the city council as a manufactured housing subdivision.

Mobile home means a structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems (V.T.C.A., Occupations Code ch. 1201).

Parking space means a minimum space of 10 feet in width by 20 feet in length, located within the boundary of a manufactured home space, or a common parking and storage area having unobstructed access to common access route.

Placement permit means a document issued by the building official authorizing the installation of a HUD-Code manufactured home on a platted property or in a manufactured housing park.

Placement permit application means a document completed by the applicant for a placement permit providing the required information about the owner, the HUD-Code manufactured home, the installer, the proposed location of placement and a plot plan.

Plot plan means a graphic representation, drawn to scale, in a horizontal plane, delineating the outlines of the land included in the plan and all proposed use locations, accurately dimensioned, the dimensions also indicating the relation of each use to that adjoining use and to the boundary of the property.

Property owner means the person listed on the tax roll as the owner or agent of property.

Recreational vehicle means a structure:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) Self-propelled or permanently towable by a light-duty truck; and

- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Replacement means the act of moving a mobile home from its existing location and replacing it with a habitable HUD-Code manufactured home.

Service building means a structure which houses park service equipment, a laundromat, etc.

Space means a plot of ground within a manufactured housing park designated for the accommodation of one manufactured home, together with such open space as required by this chapter. The term "space" also includes the terms "lot," "stand," and "site."

Texas Manufactured Housing Standards Act or (V.T.C.A., Occupations Code § 1201.003) means:

- (1) The Administrative Rules of the Texas Department of Housing and Community Affairs (10 Tex. Admin. Code ch. 80; or
- (2) V.T.C.A., Occupations Code ch. 1201, known as the Texas Manufactured Housing Standards Act, including all amendments.

Utility means water, sewer, electrical, and gas service.

(Ord. No. G-1-02, § 1.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012)

State Law reference— Definitions, V.T.C.A., Occupations Code § 1201.003

Sec. 26-2. Mobile home requirements.

- (a) *Connection to water/sewer system prohibited.* From and after the effective date of the ordinance from which this chapter is derived, placement permits shall not be issued for the installation of a mobile home, as defined in section 26-1, within or outside of the city limits where it is to be connected to the city's water and sewer systems.
- (b) *Replacement option.* A mobile homeowner may replace an existing mobile home with a habitable HUD-Code manufactured home.
- (c) *Use.* No mobile home shall be used for any purpose other than residential occupancy without the planning commission's recommendation and the city council's approval.
- (d.) Recreational vehicles shall not be used for habitation or occupancy within the City limits except when legally occupying a leased space in a Recreational Vehicle Park.

(Ord. No. G-1-02, § 2.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012)

Sec. 26-3. Existing manufactured housing.

- (a) *Texas Manufactured Housing Standards Act.* Owners of existing manufactured housing as well as the owners of the property on which the manufactured housing is located should be cognizant of the requirements of the Texas Manufactured Housing Standards Act.
- (b) *Existing conditions.* The existing conditions of any manufactured home existing as of the effective date of the ordinance from which this chapter is derived, located within or outside city limits and connected to the city water and sewer system, which are not in strict compliance with this chapter, may be permitted to continue, provided that the manufactured home is habitable. All existing lots on which manufactured homes are currently located or which are currently served by utility connections intended for use by manufactured housing, as of the effective date of the ordinance from which this chapter is derived, shall be permitted to continue as a manufactured home lot.
- (c) *Habitability required.* All existing manufactured housing shall be habitable as defined by the Texas Manufactured Housing Standards Act. If, at any time following 90 days after the effective date of the ordinance from which this chapter is derived, any manufactured home is found to be in a non-habitable condition, in the opinion of the building official, it shall be the dual duty and responsibility of the owner of such manufactured home and the owner of the property on which the said manufactured home is located, to make such repairs as necessary to bring the manufactured home into a habitable and safe condition, or have the manufactured home removed from the city limits, within 90 days of the notification by the building official.
 - (1) Upon completion of any needed repairs, habitability will be established by either a habitability inspection by the building official, or a habitability inspection by an authorized individual other than the building official, as defined in section 26-1.
 - (2) All electrical, plumbing, or mechanical work that requires a permit shall be performed by persons licensed to perform such work by the state or city (State Board of Plumbing Examiners; Texas Department of Licensing and Regulation and City of Port Lavaca Electrical Ordinance).
 - (3) All plumbing connections shall be in accordance with the city's adopted plumbing code and the rules and regulations of the state agency regulating water and sewer service.
 - (4) The exterior electrical system shall be in accordance with the National Electrical Code. All wiring from the meter to the service entrance of the mobile home shall be in conduit. Conduit between the meter pole or pedestal and the mobile home shall be underground. Unprotected conduit shall be buried to a depth of 18 inches. There shall be no exposed wiring outside the mobile home. The frame of the mobile home shall be bonded to the electrical grounding system.
 - (5) Property owners may make an application for a 30-day extension of time to comply with subsection (1) of this section. Such application must be submitted to the building

official and shall contain a detailed description and schedule of work to be done to bring the manufactured home into compliance. Such an extension may be granted when the building official determines such extension will not directly or indirectly result in an immediate health or safety hazard to the occupants or others.

- (6) It shall be the dual duty and responsibility of the owner of existing manufactured housing, as defined in section 26-1, and the owner of the property on which the manufactured home is located within the city limits or manufactured homes located outside the city limits and connected to the city water and sewer system, to maintain the manufactured home in a habitable condition.

(Ord. No. G-1-02, § 3.0, 6-10-2002)

Sec. 26-4. HUD-Code manufactured housing.

From the effective date of the ordinance from which this chapter is derived, the following regulations apply:

- (1) *Placement permit.*

- a. *Required.* A placement permit shall be required to install a HUD-Code manufactured home within or outside the city limits when the manufactured home will be connected to the city's water and sewer system. An application for a placement permit must be accompanied by a plot plan approved by the building official. A HUD-Code manufactured home, not purchased directly from a licensed dealer, shall have a habitability inspection, as defined in section 26-1, prior to the issuance of a placement permit.
- b. *Wind zone II standards.* A HUD-Code manufactured home constructed on or after September 1, 1997, must meet the wind zone II standards adopted by the United States Department of Housing and Urban Development in order to be installed in a wind zone II county (V.T.C.A., Occupations Code § 1201.251). The city is situated in the county, which is a wind zone II county.

- (2) *Installation, habitability and use.*

- a. The installation of manufactured housing shall be performed by a licensed installer, as stipulated by and in accordance with the Texas Manufactured Housing Standards Act. Installation shall include full skirting, as approved by the building official.
- b. HUD-Code manufactured housing installed within or outside the city limits and connected to the city's water and sewer system shall be habitable.
- c. HUD-Code manufactured housing shall be installed only in a manufactured housing park, manufactured housing subdivisions or other property approved by the building official as described in the remainder of this subsection. A HUD-Code

manufactured home will be permitted to be installed on any lot on which a manufactured home was situated or any block with a mobile home density of at least 50 percent of existing structures, as of the effective date of the ordinance.

- d. The installation and connection of all utility wiring, piping and mechanical equipment shall require permits in accordance with any city ordinance governing such work. Licensed craftsmen shall perform all work as required by city ordinance or state law.
- e. No manufactured housing shall be used for other than residential occupancy without the planning commission's recommendation and the city council's approval.

- (3) *Maintenance required.* It shall be the responsibility of the owner of a HUD-Code manufactured home to maintain said unit in a habitable condition and good state of repair. It shall be the duty of the property owner upon which said unit is situated to insure that the owner of such unit is in compliance with all of the terms and conditions of all applicable rules, ordinances and laws. In the event of noncompliance, dual notice shall issue to the homeowner and the property owner.

(Ord. No. G-1-02, § 4.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012)

Sec. 26-5. Manufactured housing subdivisions.

From and after the effective date of the ordinance from which this chapter is derived the following regulations apply: Manufactured housing subdivisions shall meet requirements as set out in chapter 42, subdivisions, and plats.

(Ord. No. G-1-02, § 5.0, 6-10-2002)

Sec. 26-6. Manufactured housing parks.

Licensed/permitted manufactured home parks as of the effective date of the ordinance from which this chapter is derived shall meet the followings regulations:

- (1) *License, knowledge of state law and inspection required.*
 - a. All parks licensed or permitted as a mobile home park in existence on the effective date of the ordinance from which this chapter is derived shall be identified as manufactured housing parks as of the effective date of the ordinance from which this chapter is derived.
 - b. All persons operating a manufactured housing park shall be cognizant of the requirements of the Texas Manufactured Housing Standards Act.
 - c. It shall be the duty and responsibility of each person operating an existing manufactured housing park to apply to the building official for a nontransferable

license to operate such park within 60 days of the effective date of the ordinance from which this chapter is derived. The application shall be on a form provided by the building official. Before issuing such license, the building official shall cause inspections of the property to be made to determine that:

1. The property is clean and sanitary.
 2. All utility installations and connections comply with applicable codes and ordinances.
 3. The common access routes are properly maintained to allow for smooth and safe travel by park occupants and emergency response vehicles.
 4. The storage, collection, and disposal of refuse in the manufactured housing park is conducted in such a way as to create no unsightly conditions, health hazards, rodent harborage, insect breeding areas, accident or fire hazards or air pollution; and
 5. The manufactured housing park is kept free of litter, rubbish, junked homes, junked vehicles, and other flammable materials.
- d. In order to correct any deficiencies in the requirements listed in subsections (1) a. through c. of this section, the person operating the existing manufactured home park may apply to the building official for a temporary license. The application shall include a detailed schedule and method of corrections. If approved by the building official, such temporary permit shall not exceed 180 days. Failure to meet the schedule will void the temporary license.
- (2) *Maintenance.*
- a. It shall be the park licensee's responsibility to maintain the conditions listed in subsection (1) b. of this section.
 - b. It shall be the park licensee's responsibility to maintain proper setback and separation distances between units and between units and property lines for any manufactured home installed in the park after the effective date of the ordinance from which this chapter is derived, unless otherwise approved by the building official.
 - c. In addition to other penalties, the building official shall have the authority to void the license to operate a manufactured housing park if the requirements of this section are not maintained.
- (3) *New or expanding manufactured housing parks construction.*
- a. Manufactured housing and recreational vehicle parks shall be constructed in areas recommended by the planning commission and approved by city council, in accordance with the currently adopted City of Port Lavaca Land Use Plan.

- b. A subdivision plat shall be presented to the building official for review for conformity to chapter 42, subdivisions, and plats. The plat will be presented to the planning commission for consideration and approval. Upon approval, the planning commission's recommendation will be placed on the city council agenda for final determination.
- c. The subdivision plat shall be accompanied by a plot plan and construction specifications. The documents shall include the location and specifications of all spaces, accessways, parking areas, service buildings, utility lines, fire hydrants and other construction within the subdivision.
- d. ~~Minimum requirements.~~ **Site Design Standards** ^[JC1].
 - 1. Minimum space size shall be 50 feet by 120 feet.
 - 2. A minimum of two parking spaces shall be provided within the space. Parking spaces shall not have direct access to a public street or road.
 - 3. Spaces shall be designed to maintain a minimum setback of:
 - (i) 20 feet between the manufactured housing units;
 - (ii) 25 feet between the front of the manufactured housing and the accessway; and
 - (iii) Ten feet between the rear of the manufactured housing to the rear line of the space.
 - 4. **Foundations.** All mobile homes and manufactured housing shall rest upon permanent foundations. Permanent foundations shall consist of concrete footings and concrete walls, or piers designed and built in accordance with the Building code. Mobile home or manufactured housing chassis or frames shall be anchored to the foundation in a suitable manner acceptable to the Building Code and hurricane tie-downs that meet Texas Windstorm requirements established by the Texas Department of Insurance for the City of Port Lavaca. All mobile home or manufactured housing units shall have skirting installed around the base of the units, unless the foundation acts as skirting, prior to issuance of a Certificate of Occupancy. ^[JC2]

OR

Tiedown and foundation blocking standards.

- (i) The installation of manufactured housing shall comply with the standards and requirements of the state manufactured housing code.
- (ii) All manufactured housing must have adequate tiedowns pursuant to, V.T.C.A., Occupations Code § 1201.001 et seq.

- (iii) Manufactured housing shall be placed on piers and footings meeting the following requirements:
 - (iiii) Piers and footings shall be installed directly under the main frame or chassis of the mobile home. They shall be located under both frame rails. Piers shall be spaced so that the center of no pier is farther than ten feet from the center of the next one.
 - (v) All footings shall be of solid concrete-type construction, at least 16 inches in length, 16 inches in width, and four inches in height. All grass and organic material shall be removed from beneath the footing, and the pier footing shall be placed on stable soil.
 - (vi) Piers shall be constructed of standard eight-inch-by-eight-inch solid concrete-type construction blocks. Treated wood blocks and shims used for leveling shall be no more than four inches in overall thickness per pier, and blocks shall be at least 7¼ inches wide and 15 inches thick.
 - (vii) Piers similar to those described in this subsection (c) such as adjustable screw anchor columns may be used if they are attached to both the frame rail and to a concrete pad at least four inches thick.
 - (viii) The following may be substituted for footings:
 - a. Two runners, each 36 inches wide, and as long as a mobile home are to be harbored upon such stand.
 - b. Runners to be four inches thick, reinforced concrete with four Number 4 bars over the full length of the runner and tied 12 inches on center with Number 4 bar.
 - c. Reinforcing steel shall be supported on chairs no less than every three feet. [JC3]
5. *Additions.* Structures of a permanent nature added or attached to a mobile home or manufactured housing, such as enclosed porches, screened enclosures, storage closets and carports, shall conform to all applicable provisions of the Building Code. The total combined area of all such additions, except carports, shall not exceed the gross area of the mobile home or manufactured housing itself.
6. *Utilities.* Each lot shall be supplied with water, sewer, electrical, (natural gas if applicable,) telephone and other services with such services to be underground. [JC4]

- (i) City water customers shall occupy all spaces. Water mains and meters shall be placed in approved easements through the park property in accordance with city specifications and policies.
 - (ii) Sewer collection systems can be either private or public. Private sewer collection systems shall be considered plumbing and installed in accordance with the city's adopted plumbing code. Public sewer systems shall be considered a utility and shall be installed in approved easements according to city and state utility specifications.
7. *Safety.* All mobile homes and recreational vehicles, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this Code or by standards adopted by this Code, or by any other law, in a mobile home or recreational vehicle, shall be maintained in good working order. 8. All mobile homes and recreational vehicles, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this Code or by standards adopted by this Code, or by any other law, in a mobile home or recreational vehicle, shall be maintained in good working order. [CS]
- (i) Electrical grounding acceptable to the National Electrical Code and hurricane tie-downs that meet Texas Windstorm requirements established by the Texas Department of Insurance for the City of Port Lavaca.
 - (ii) No persons shall occupy a mobile home or recreational vehicle, regardless of the age of the mobile home or recreational vehicle, unless there is installed therein smoke detectors approved by the city, or as required by law for that particular mobile home or recreational vehicle.
 - (iii) All smoke detectors in a mobile home or recreational vehicle shall be maintained so that they are in good working order at all times.
11. *Buffer Areas.* A mobile home or manufactured housing subdivision shall be surrounded by a screening fence or other screening device as approved by the City. A minimum six-foot privacy fence meeting the requirements of the Code of Ordinances section 12-25 shall be installed around the outside perimeter of any new or expanding manufactured housing park. Planted vegetation no less than five (5) feet wide along the outer perimeter of the fence shall be required.
12. *Building Height.* No dwelling shall exceed one story or fifteen (15) feet.

13. *Home Size.* Minimum size for mobile homes or manufactured housing shall be no less than four hundred eighty (480) square feet. [JC6]
14. *Carports and Driveways.* A manufactured housing subdivision must have at least a single car carport with a driveway constructed of either concrete or brick pavers. [JC7]
15. All spaces shall be within 400 feet of an approved fire hydrant as measured along streets, roadways, and accessways.
16. Accessways shall connect directly to a public roadway. They shall have a minimum paved surface width of 30 feet. Pavements shall be constructed to support the anticipated vehicular loads and prevent the accumulation of water on the pavement surface. The drainage system shall comply with the City of Port Lavaca Drainage Criteria Manual.
17. Any dead-end accessways in excess of 50 feet in length shall terminate in a cul-de-sac with a paved radius of 40 feet. Cul-de-sacs shall not exceed 500 feet in length. Any accessway in excess of 500 feet shall connect with a public roadway on both ends or connect to cross accessways to form blocks of
18. Manufactured housing units shall be 25 feet from any public roadway. There shall be no carports, covered porches, or structures within the setback areas.
19. City water customers shall occupy all spaces. Water mains and meters shall be placed in approved easements through the park property in accordance with city specifications and policies.
20. Sewer collection systems can be either private or public. Private sewer collection systems shall be considered plumbing and installed in accordance with the city's adopted plumbing code. Public sewer systems shall be considered a utility and shall be installed in approved easements according to city and state utility specifications.

(Ord. No. G-1-02, § 6.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012; Ord. No. G-7-14, § 1(A—C), 8-11-2014; Ord. No. G-5-19, 5-13-2019)

Editor's note(s)—Section 1(A) of Ord. No. G-7-14, adopted Aug. 11, 2014, changed the title of § 26-6 from "Existing manufactured housing parks" to read as herein set out.

Sec. 26-7. Recreational vehicles.

- (a) Recreational vehicles shall not be used for habitation or occupancy within the City limits except when legally occupying a leased space in a Recreational Vehicle Park or manufactured housing park. [JC8]
- (b) Occupied recreational vehicles shall be installed in licensed recreational vehicles parks or manufactured housing parks. Recreational vehicles installed in manufactured housing parks

shall be subject to the same installation requirements as manufactured housing. An exception to this requirement is a recreational vehicle which is used to house temporary guests. Such a recreational vehicle may be occupied on individual residential lots for a period not to exceed 30 days in a calendar year, provided that the property owner obtain a permit for the RV connection and disconnection, at no cost, from the permits department in city hall in order to keep up with the timeline for the 30-day Rule. The water and wastewater connect and disconnect service will only be done by a city employee.

- (c) Recreational vehicles shall not be parked or stored in any street or public right-of-way. Recreational vehicles parked or stored on individual lots shall not be provided with permanent city water and wastewater utilities. Electric hook-up is permissible to act as a mold deterrent and in order to keep running a generator or a refrigerator.

(Ord. No. G-1-02, § 7.0, 6-10-2002; Ord. No. G-7-14, § 1(D), 8-11-2014; Ord. No. G-14-19, 11-12-2019)

Sec. 26-8. Recreational vehicle parks.

- (a) Recreational vehicle parks shall meet the same requirements as that of a manufactured housing park as listed in section 26-6.
- (b) Exceptions.
 - (1) Recreational vehicle parks shall be identified as recreational vehicle parks.
 - (2) Recreational vehicles, located in a recreational vehicle park, are not required to be tied down or otherwise secured.
 - (3) Separation between recreational vehicles shall be a minimum of ten feet.
 - (4) Minimum spaces shall be 20 feet by 70 feet.
 - (5) The water distribution and sewage collection system shall be private and subject to the city's plumbing code. Water shall be provided through a master meter.

(Ord. No. G-1-02, § 8.0, 6-10-2002)

Sec. 26-9. Fees.

Fees under this chapter are as established in appendix A to this Code.

(Ord. No. G-1-02, § 9.0, 6-10-2002)

Sec. 26-10. Reserved.

Editor's note(s)—Ord. No. G-2-12, adopted June 11, 2012, repealed § 26-10, which pertained to appeals and derived from Ord. No. G-1-02, § 10.0, adopted June 10, 2002.

Chapter 34 PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS¹

ARTICLE I. IN GENERAL

Sec. 34-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garage sale/yard sale means offering for sale of one's personal property in the garage or yard of their residence, however, nonprofit organizations may have their sale at any location procured. This may include multiple families.

Goods or merchandise means any personal property of any nature including, but is not limited to:

- (1) Tickets to sporting or entertainment events and shows.
- (2) Food or food products.
- (3) Chemicals; and
- (4) Electrical or mechanical wares or appliances.

Itinerant vendor means all persons or their representatives who engage in temporary or transient business in the city, by offering for sale goods or merchandise or taking orders for merchandise from a vehicle or temporary stand set up on streets, rights-of-way, or other publicly owned property, on a vacant lot, or in/on the parking lot of a permanent business.

Peddler means any person who goes door-to-door or from place-to-place in the city to sell wares, goods, merchandise, services, newspapers, magazines, or subscriptions to newspapers or magazines.

Regular means a minimum of once a week.

Solicitor means any person who goes door-to-door or from place-to-place in the city to take orders for future delivery of wares, goods, merchandise, services, newspapers, magazines, or subscriptions to newspapers or magazines.

¹State law reference(s)—Regulation of sales and solicitation, V.T.C.A., Occupations Code ch. 1801 et seq.

Editor's note(s)—Ord. No. G-1-20, § 1, adopted April 13, 2020, changed the title of Ch. 34 from "Peddlers, Solicitors, Itinerant Vendors and Garage Sales" to read as herein set out.

Temporary means any business transacted or conducted in the city for which arrangements have not been made to build, rent, or lease a building or other permanent structure for more than 14 days.

Transient vendor means any person or agent thereof who transports goods or wares from a permanent place of business in another place into the city and offers such goods and wares for sale with the intent of removing the unsold stock out of the city in a period of less than 14 days.

(Ord. No. G-1-06, § 1, 2-13-2006; Ord. No. G-9-06, § 1, 9-11-2006)

Sec. 34-2. Prohibited acts.

- (a) It shall be unlawful for any peddler or solicitor to go from house-to-house or place-to-place selling or offering for sale any wares, goods, merchandise, services, magazines, newspapers or subscriptions to magazines or newspapers, photographs, or food without first applying for and obtaining a permit from the city. It shall also be unlawful for a peddler or solicitor to sell or solicit without first displaying the permit to each prospective customer and displaying such permit upon request to any peace officer or code enforcement officer. This section shall not apply to persons who on a regular basis make deliveries and as part of their deliveries take orders and leave pamphlets with others in the neighborhood (i.e., Schwan's, Ozarka Water).
- (b) It shall be unlawful for any itinerant vendor or transient vendor to sell, offer, or exhibit for sale or exhibit for the purpose of taking orders any goods, wares, or merchandise without first applying for and obtaining a permit from the city. Itinerant and transient vendors must display such permit in a prominent place for the public and any peace officer or code enforcement officer to see.
- (c) It shall be unlawful for itinerant or transient vendors to sell, offer, or exhibit for sale or exhibit for the purpose of taking orders for any goods, wares, or merchandise in any public or railroad right-of-way, on any sidewalk or easement or in any city park, or on any privately-owned property without written consent of the property owner or his authorized agent.
- (d) It shall be unlawful for any person to shout, cry out, blow a horn, ring a bell or use any sound device, including a loud speaking radio or sound amplifying system upon any public or railroad right-of-way, park, or street within the city or its extraterritorial jurisdiction or on private property at such a volume that it can be clearly heard on any public or railroad right-of-way, park or other public place for the purpose of attracting attention to goods, wares, or merchandise which the person is selling, with the exception that persons selling ice cream or snow cones from a vehicle or bicycle may play music or ring a bell.
- (e) It shall be unlawful for any person to have a garage sale without first applying for and obtaining a permit from the city, this shall apply to nonprofit organizations as well. Permits must be displayed in a prominent place for the public and any police officer or code enforcement officer to see. It shall be unlawful for a person to use any signs other than the set of three signs issued by the city. These signs may be placed at either end of the block in which the person resides, with the written permission of property owner, and one in the person's yard. These signs are exempt from chapter 36.

- (f) Misrepresent the purpose of the solicitation;
- (g) Misrepresent the affiliation of those engaged in the solicitation;
- (h) Continue efforts to solicit from an individual once that individual informs the solicitor that he does not wish to give anything to or to buy anything from that solicitor; or
- (i) Represent the issuance of any license under this chapter as an endorsement or recommendation of the solicitation; or
- (j) Solicit at any residence or building which has posted a no solicitor sign; or
- (k) Act in any manner, which is contrary to local, state, or federal law.^[JC1]

(Ord. No. G-1-06, § 2, 2-13-2006; Ord. No. G-9-06, § 1, 9-11-2006)

Sec. 34-3. Hours of operation.

- (a) Peddlers and solicitors shall only operate between the hours of 9:00 a.m. and 8:00 p.m.
- (b) Itinerant and transient vendors shall only operate from sunup to sundown unless proper lighting is provided in accordance with the building code adopted by the city.

(Ord. No. G-1-06, § 5, 2-13-2006)

Secs. 34-4—34-21. Reserved.

ARTICLE II. PERMIT

Sec. 34-22. Required, fees.

- (a) Permits shall be obtained from the city permit department located at city hall. It shall take no less than 24 hours to process the application for a permit.
- (b) The fee for peddlers and solicitors' permits shall be as established in appendix A to this Code. The permit shall be good for 14 days from the date of issuance. Nonprofit organizations shall be exempt from the fees but must obtain the permit.
- (c) The fee for itinerant and transient vendors shall be as established in appendix A to this Code. The permits shall be good for 14 days from the date of issuance.
- (d) The fee for garage sale permits shall be as established in appendix A to this Code. Nonprofit organizations shall be exempt from the permit fees but must obtain a permit. Garage sale permits shall be good for four consecutive days.

(Ord. No. G-1-06, § 3, 2-13-2006; Ord. No. G-9-06, § 1, 9-11-2006)

Note(s)—Fees shall not be refunded for any reason.

Sec. 34-23. Contents.

(a) *Information required.* Permits shall contain the following information:

(1) *Peddlers and solicitors.*

a. *Company.*

1. Name;
2. Address;
3. Phone number;
4. Sales tax number; and
5. Product being sold.

b. *Person in charge (in the city).*

1. Name;
2. Address;
3. Phone number;
4. State-issued picture ID or drivers license; and
5. Criminal history.

c. *Vehicle description.*

1. Make;
2. Model;
3. Year;
4. Color; and
5. License plate number and state.

d. *Additional persons.*

1. Name;
2. Address;
3. Phone number;
4. State-issued picture ID or drivers license; and
5. Criminal history.

(2) *Itinerant and transient merchants.*

a. *Company.*

1. Name;
2. Address;

3. Phone number;
 4. Product being sold;
 5. Place of business in the city; and
 6. Letter from property owner.
- b. *Person in charge (in the city).*
1. Name;
 2. Address; and
 3. Phone number.
- (3) *Garage sales.*
- a. Name;
 - b. Address; and
 - c. Phone number.
- (b) *Criminal history check of applicant.* Persons applying for a peddlers and solicitors permit shall provide a state department of public safety criminal history check. Persons who have been convicted of any crime other than a minor traffic violation shall not be issued a peddlers and solicitors permit.
- (c) *Health department inspection; food handlers permit required.* Persons selling food will also need a copy of health department inspection and food handlers permit.
- (Ord. No. G-1-06, § 4, 2-13-2006; Ord. No. G-9-06, § 1, 9-11-2006)

Sec. 34-24. Revocation.

Any permit issued under this article may be revoked for violating any portion of this article or upon conviction for violating any portion of this article.

(Ord. No. G-1-06, § 6, 2-13-2006)

Sec. 34-25. Administration.

The issuance of permits under this article shall be by the city permit department. The police and permit departments shall jointly handle the enforcement of this article.

(Ord. No. G-1-06, § 7, 2-13-2006)

Secs. 34-26—34-49. Reserved.

ARTICLE III. MOBILE FOOD UNITS

Sec. 34-50. Regulations.

Mobile food units are subject to the following regulations:

(a) *Location:*

- (1) All mobile food units must be located on a private parcel with at least annual written permission from the property owner, which is appropriately zoned for commercial development, if any. If there is no zoning, then the mobile food units must be located in areas not designated as single family, townhomes, two-family, multi-family or manufactured home in the land plan adopted by the city in its comprehensive plan. The location must be approved in writing by the city. Units shall not be allowed on a driveway, fire lane or obscure traffic sight visibility.
- (2) The location must also provide for adequate parking pursuant to Code of Ordinance requirements.
- (3) No mobile food units operating under this regulation shall be allowed to sell or service food on any public street, sidewalk, or other public right-of-way unless approved in writing by the City of Port Lavaca.
- (4) Mobile food units shall be ready and able to be removed from the parcel daily.
- (5) All mobile food units shall have a valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance, and a Texas Sales Tax Permit and shall display secure a current mobile food unit permit and any document required by the Victoria County Department of Health.
- (6) It shall be unlawful for any licensed solicitor, or their agent or employee, to sell, or offer for sale, any edible goods, produce, or any other packaged food product, whether pre-cooked or not, which are or have at all times not been kept in a clean and sanitary condition. It shall also be unlawful for licensed solicitor, or their agent or employee to fail to keep their wagons, vehicles, or other means of transporting food products for sale in a clean and sanitary condition. No solicitor shall sell, or offer for sale, any unsound or unwholesome article, nor shall they give, or make, any false weights or measures of any of the various articles as specified and covered by this section. [JC2]

(b) *Operational issues.*

- (1) A drive-through is not permitted in conjunction with the mobile food unit and shall not provide a drive-through service of any kind.
- (2) All mobile food units shall be equipped with a self-closing lidded trash receptacle. The trash receptacle must be placed outside next to the mobile food units for use by the patrons of the unit. The area around the mobile food units shall be kept clean and free from litter, garbage, and debris

- (3) Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Port Lavaca.
- (4) No mobile food unit shall operate before first obtaining a permit from the City of Port Lavaca.
- (5) Mobile food units are not a "food establishment" and are not subject to art. IX, div. 4 of the City's Code of Ordinances.
- (6) All mobile food units are subject to inspection by the City of Port Lavaca fire department for compliance with all rules and codes.

(Ord. No. G-1-20 , § 2, 4-13-2020)

Sec. 34-51. Permit and fee.

A Mobile food unit shall be required to obtain a permit. Permit fees are located in app. A "Schedule of Fees" of the City of Port Lavaca Code of Ordinances.

(Ord. No. G-1-20 , § 2, 4-13-2020)

Sec. 34-52. Exemptions.

All events, activities, and festivals specifically approved by the city council are exempt from this article but shall comply with appropriate regulations of the Code of Ordinances of the City of Port Lavaca.

(Ord. No. G-1-20 , § 2, 4-13-2020)

Chapter 36 SIGNS¹

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH36SI

Sec. 36-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means a sign that advertises to direct persons to any business, commercial transaction or activity, goods, products or services that were once, but are no longer, offered, available, or located at the advertised premises.

Area means the projected area of the face of the sign and any border, frame, or support attached to the edges. For figuring maximum area, only one side of a double-sided sign will be used.

Banner sign means any temporary sign other than a pennant, which is made from a lightweight material.

Billboard means a sign, which directs attention to a business, product, service, or activity that is not offered, sold, or conducted on the same lot upon which the sign is displayed.

Building code means the nationally recognized standards adopted by the city to regulate building within the city and its extraterritorial jurisdiction.

Canopy sign means any sign that is attached or is part of an awning, canopy or other fabric, plastic or structural protective covering over a door, window or outdoor service area.

Construction sign means a sign placed by a company participating in the construction or financing on the property on which the sign is placed.

Directional sign means an on-premises sign giving directions, instructions, or facility information, such as parking or exit and entrance signs.

Easement means a strip of land granted by the property owner for use by the general public, utility companies, or private individuals.

Effective area/face means the area of the sign, which contains the advertisement, excluding any framing, trim or supporting structure.

Electrical sign means a sign or sign structure that incorporates electrical wiring, connections, lights or fixtures.

¹State law reference(s)—Regulation of signs by municipalities, V.T.C.A., Local Government Code ch. 216.

Electronic messaging sign means a sign in which the wording, symbols or figures change automatically no less than once every three seconds. This type of sign may be considered a billboard if 50 percent of the messages relate to off-premises activities.

Erect means to build, construct, assemble, emplace, affix or any other way to bring into being or establish.

Flag means a type of wind device that is specifically designed for display by attaching it to the lanyard of a flagpole.

Flagpole means a freestanding pole with an attached lanyard that is permanently affixed to the ground or a building and is designed for and is intended to be for the display of one or more flags.

Freestanding sign means any sign that is self-supporting as a result of being permanently affixed to the ground. This type of sign shall not be attached to any building or other structure.

Governmental sign means any sign erected, placed or constructed by any federal, state or local governmental agency.

Ground sign means a sign in which the bottom of the face is no more than one foot above the ground.

Height means the vertical distance measured between the tallest part of the sign or its structure which ever is taller and the average ground level beneath the sign.

Multifaced sign means a sign with three or more faces.

On-premises sign means a sign that advertises a business, product, services or activity offered, sold or conducted on the premises on which it is located.

Portable sign means any sign that is not permanently affixed to the ground or to a building, which is designed to permit removal and reuse.

Premises means:

- (1) For any developed property, the area of real property, which encompasses all the buildings, structures, appurtenances and contiguous land devoted to a common use and not separated by a public street, such as a shopping center or mall.
- (2) For undeveloped property, the area of real property designated as a lot on a plat approved in accordance with law and filed with the county clerk's office, or an unplatted tract of land as conveyed by deed of operation of the law and recorded in the county records as a deed.

Projecting sign means a sign that is attached to a building wall or other structure that runs perpendicular to the wall or structure to which it is attached.

Realty sign means a temporary sign used to advertise a real estate development site or to advertise that real estate is for sale, rent or lease.

Right-of-way means the land opened, reserved, or dedicated for a street or roadway, sidewalk, drainage area, railroad or other public purpose.

Roof sign means any sign affixed to the roof of a building

Setback means the horizontal distance from the property line to the closest part of the sign.

Temporary means a period not to exceed 30 days per year.

Wall sign means any sign affixed flat against and parallel to a building wall.

Wind sign means any flag, banner, pennant, streamer, balloon or similar sign made of cloth, canvas, plastic or other flexible material, with or without a frame or supporting structure, that moves or is designed or intended to blow in the wind.

Window/door sign means any lettering be it painted or adhesively affixed to a door or window.

(Ord. No. G-5-05, § 2, 6-27-2005)

Sec. 36-2. Applicability.

- (a) This section shall apply to all signs located within the corporate city limits and extraterritorial jurisdiction, except as provided in subsection (b) of this section.
- (b) Any sign that already exists and is in good repair shall be allowed to remain as long as it remains in good repair. If any existing sign should fall into disrepair to the point of being a danger to the safety of the property owner or the general public, the sign shall be removed or made to come into compliance with the provisions of this chapter. Should a property owner want to replace an existing sign, the new sign shall be in compliance with the provisions of this chapter. Any portable sign shall be removed within 30 days of the effective date of the ordinance from which this chapter is derived. Persons having portable signs may apply for a permit to maintain such sign for a period of no more than 30 days.

(Ord. No. G-5-05, § 1, 6-27-2005)

Sec. 36-3. Requirements generally.

- (a) No sign, sign structure or sign support shall be placed nearer to the property line than ten feet and shall not be upon or project over any public property, right-of-way, easement or abutting property.
- (b) No sign shall be erected, constructed, or maintained as to obstruct any means of egress, or any opening necessary for required light, ventilation or firefighting or escape from the premises, or as to prevent free passage from of the roof to any other part thereof.
- (c) No sign shall be attached to any exterior stairway, fire escape, firewall or balcony serving as a horizontal exit.
- (d) No sign will obstruct the use of any window above the first story that is a required means of egress to a fire escape.
- (e) All signs shall be constructed and erected as to prevent the accumulation of rainwater in the sign.
- (f) The ground under and adjacent shall be kept free of weeds, high grasses, and trash.

- (g) Should more than one sign-related definition apply to a proposed sign the owner may choose the definition that is to apply; however, all of the regulations for that type of sign shall be met without exception. If one of the definitions is a prohibited sign it shall remain a prohibited sign.
- (h) All signs constructed, or erected shall comply with the building code that is in effect at the time of the application for a permit.
- (i) All sign plans shall have affixed to it a professional engineer's seal, however, an exception exists for flags, banners and pennants, which do not require a professional engineer's seal.
- (j) All signs shall match the color scheme of the business, which they are advertising. For example, if the building is brick then the sign shall be constructed of the same type of brick, or if the building is constructed of other materials and painted the sign shall match the buildings paint color.

(Ord. No. G-5-05, § 3, 6-27-2005)

Sec. 36-???*Signs Exempt from Permit.* The following signs are exempt from permit requirements and may be installed and maintained in compliance with all other City of Portland ordinances and within the limitations set forth below:

- (a) *Public Signs.* Noncommercial signs erected by or at the direction of a public officer in furtherance of the public interest in the performance of his public duty.
- (b) *Commercial Land Sales Sign.* A non-illuminated, on-site sign no more than thirty-two square feet in sign face area nor more than eight feet in height advertising the sale of commercial land. One such sign shall be permitted on each side of the premises fronted by a public street.
- (c) *Residential Real Estate Sign.* A non-illuminated, on-site sign no more than six square feet in sign face area only advertising the sale or lease of the premises on which it is located. One such sign shall be permitted on each side of the premises fronted by a public street.
- (d) *Contractor Sign.* A non-illuminated, on-site sign no more than six (6) square feet in sign face area and four (4) feet in height that advertises a home improvement project no more than twenty-one (21) days before construction begins and during construction.
- (e) *Integral Signs.* Names of buildings, dates of erection, monumental citations and commemorative tablets that are carved into stone, concrete or similar permanent materials and constructed as an integral part of a structure.
- (f) *Nameplates.* One (1) non-illuminated sign per entrance per business attached to the building and not exceeding two (2) square feet of sign area per face with wording limited to name and occupation.
- (g) *Traffic Signs.* Traffic and other official signs and devices installed by a governmental agency.

- (h) *On-Site Traffic Signs.* On-site traffic directional signs that do not exceed four (4) square feet of sign area per face, that do not exceed six (6) feet in height above ground level, and that do not carry any commercial message or identification.
- (i) *Nonresidential Flags.* No more than three (3) flags and three (3) permanent flag support poles shall be allowed at each business year round. The permanent flags shall be a United States national flag and Texas state flag.
- (l) *Menu Boards.* Eating establishments with drive-through service are permitted one "menu board" sign per lot, limited to thirty-six (36) square feet in area and six (6) feet in height.
- (m) *Gasoline Price Signs.* Gasoline pricing signs are exempt, provided the total area of all signs does not exceed twelve (12) square feet in area for each service island.^[JC1]

Sec. 36-4. Prohibited signs.

The following signs shall be prohibited:

- (1) Signs with flashing, blinking or traveling lights which are located within 100 feet of any street right-of-way or 1,000 feet of any intersection, except for time, temperature and electronic messaging signs;
- (2) Sandwich or A-frame signs, sidewalk or curb signs;
- (3) Signs upon trees, rocks, bridges, street sign poles, or utility poles, or signs utilizing such objects for all or part of their support;
- (4) Portable signs;
- (5) Billboards;
- (6) Any sign that is painted, or attached to any fence, railing or wall that is not a structural part of a building except for signs that are commonly associated with safeguarding the use of the occupancy, such as "no trespassing" and "beware of dog" signs; and
- (7) Projecting signs.

(Ord. No. G-5-05, § 4, 6-27-2005)

Sec. 36-5. Permits.

- (a) *Required.* All signs shall require a building permit.
- (b) *Criteria.* The following will be needed to obtain a permit:
 - (1) Two sets of plans approved by a professional engineer registered in the state. The sign must be rated to meet the wind code;
 - (2) Site plan;
 - (3) Completed application for permit; and
 - (4) Proper city and or state licenses.

(c) *Exception for plans.* Banners, flags and pennants do not require plans.

(Ord. No. G-5-05, § 5, 6-27-2005)

Sec. 36-6. On-premises signs.

(a) Freestanding signs shall be subject to the following:

- (1) Only one freestanding sign will be allowed on each lot that front only one public street. For lots fronting more than one public street a freestanding sign will be allowed for each street.
- (2) The maximum allowable effective area for freestanding signs will be 60 square feet.
- (3) Multifaced signs shall have a maximum effective area of 180 square feet.
- (4) The maximum allowable height shall not exceed 20 feet.
- (5) Such signs may not rotate.
- (6) Such signs shall meet the setback requirements of section 36-3(a).

(b) Wall signs shall be subject to the following:

- (1) Such signs shall not project from the wall more than two feet.
- (2) The maximum area of such signs shall not exceed 30 percent of the area of the wall on which it is mounted. In multi-tenant buildings on the same lot the wall sign area shall not exceed 30 percent of the tenants wall area on which the sign is to be mounted.

(c) Canopy signs shall be subject to the following:

- (1) Such signs shall not extend beyond any edge of the canopy.
- (2) One sign may be hung under the canopy providing that it is no closer to the ground than eight feet. In buildings with multi-tenant buildings each tenant may have one canopy sign.

(d) Directional signs shall conform to the following:

- (1) Such signs shall have a height no greater than three feet and a width no greater than three feet.
- (2) Such signs may be placed no closer than five feet to the property line.

(Ord. No. G-5-05, § 6, 6-27-2005)

Sec. 36-7. Temporary signs.

(a) Construction signs shall conform to the following:

- (1) Such signs shall be located on premises no more than 30 days prior to the start of construction and removed no later than 15 days after construction is completed.

- (2) Signs that have an area of 32 square feet or more must be constructed and tied down to meet the wind code. Signs that have less square footage may sit on the ground and be held in place by sand bags.
- (b) Realty signs shall conform to the following:
- (1) If on a site being developed it shall be the same as subsection (a)(1) of this section.
 - (2) If located on a property for sale or lease, the sign may remain on the premises until the new owner or renter takes possession of the property.
- (c) Political signs shall conform to the following:
- (1) Such signs shall not be placed in public rights-of-way except at polling places.
 - (2) Such signs shall be removed no later than 15 days following the election for which they are posted, except signs at polling places, which shall be removed immediately after the polling place closes.
 - (3) Such signs shall be placed a minimum of 25 feet apart.
 - (4) Signs with an effective area greater than 36 square feet shall not be placed within the city limits any sooner than 60 days prior to the election.
 - (5) Such signs shall not be restricted on private real property except as permitted by V.T.C.A., Local Government Code § 216.903.
- (d) Banners, flags, and pennants shall conform to the following:
- (1) Such signs shall not be torn, tattered, ripped or faded.
 - (2) Such signs are only to be attached to poles or other permanent fixtures owned and maintained by the owner of the premises.
 - (3) A permit will be issued yearly for this type of sign. These permits will expire December 31 of every year.
 - (4) Such signs hung inside a place of business shall not constitute a sign and will not require a permit.
- (Ord. No. G-5-05, § 7, 6-27-2005)

Sec. 36-8. Existing signs.

All existing or legally permitted signs will be allowed to remain until such a time that they become unsafe, the business closes or has to be replaced for whatever reason. An exception exists for all portable signs, which shall be removed no later than 60 days following the adoption of the ordinance from which this chapter is derived.

(Ord. No. G-5-05, § 8, 6-27-2005)

Sec. 36-9. Administration.

The administration of this chapter shall be by the building official, or his designee, except that the removal of signs may be by other duly authorized persons.

(Ord. No. G-5-05, § 9, 6-27-2005)

Sec. ??-??. International Property Maintenance Code^[JC1].

- (a) The International Property Maintenance Code, 2015 Edition, is hereby adopted verbatim by reference, as if fully copied at length in this article as the property maintenance code in chapter ??, article ??, section ??-?? of the City of Port Lavaca Code of Ordinances.
- (b) Additions, deletions and changes are made to the International Property Maintenance Code, 2015 Edition, and correlated to the appropriate paragraph numbers in the International Property Maintenance Code as follows:
 - (1) *Section 101.1 of the International Property Maintenance Code* is revised to read as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of Port Lavaca, hereinafter referred to as "this code."
 - (2) *101.4 Severability.* If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this code.
 - (2) *Section 101.5* is added to this code to read as follows:

101.5 Non-discrimination. A Code Enforcement initiated action shall not be based on an owner's or occupant's race, color, sex, religion, age, disability, national origin, sexual orientation or gender identity.
 - (3) *Section 102.3 of the International Property Maintenance Code* is revised to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of all codes adopted by the City. Nothing in this code shall be construed to cancel, modify or set aside any provisions of the Code of Ordinances of Port Lavaca.
 - (4) The title of *Section 103 of the International Property Maintenance Code* is revised to read as follows:

SECTION 103. CODE ENFORCEMENT DIVISION
 - (5) *Section 103.2 of the International Property Maintenance Code* is revised to read as follows:

103.2 Appointment. The Director of the Code Enforcement Division, or such other city officer or employee as the City Manager may designate in writing, shall be known as the code enforcement official, hereinafter the "code official."
 - (8) *Section 103.5 of the International Property Maintenance Code* is revised to read as follows:

103.5 Fees. The fees for activities and services performed by the division in carrying out its responsibilities under this code shall be in accordance with the Port Lavaca Fee Schedule in Appendix A.

- (9) *Section 104.2 of the International Property Maintenance Code* is revised to read as follows:

104.2 Inspections.

- (a) The code official shall make all of the required inspections or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official shall make a record of every such inspection and of all violations of this code. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.
 - (b) It shall be the duty of the code official to inspect all buildings, structures and premises or other equipment or facilities covered by this code thought to be substandard. The inspections made or caused to be made by the code official shall determine the condition of the buildings, dwellings, dwelling units, rooming units, and premises in the interest of safeguarding the health and safety of the occupants of dwellings, the neighborhood and of the general public.
- (10) *Section 104.3 of the International Property Maintenance Code* is revised to read as follows:

104.3 Right of entry.

- (a) Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, subject to legal restrictions. If such structure or premises is occupied the code official shall present credentials to the owner, agent, occupant or person in charge of the property and request entry.
 - (b) In cases of emergency where extreme hazards are known to exist which may involve the potential loss of life or severe property damage, no request is necessary.
 - (c) If a building, premises or property is unoccupied, vacant or otherwise uninhabited by humans, but which is otherwise open and may be entered by derelicts, vagrants or children, the code official shall have the same power of inspection as aforementioned, including the right of inspections without requesting permission of the owner or other person in charge, and if found to be in violation of this code, may placard it so as to prevent any occupancy of the building, premises or property for human use or habitation, or any other use.
 - (d) If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.
- (12) *Section 104.3.1* is added to this code to read as follows:
- 104.3.1 *Authority.* A code official has the authority [to] enforce the provisions of this code, all codes adopted by the City.
- (13) *Section 104.7* is added to this code to read as follows:

104.7 Coordination of inspections.

- (a) Whenever in the enforcement of this code or another code or ordinance, the responsibility of more than one City Department is involved, it is the duty of the initiating Department Director or designee involved to coordinate their inspection and administrative orders as fully as practicable so that the owners and occupants of the structure are not subjected to visits by numerous inspectors or multiple or conflicting orders.
 - (b) Whenever an inspector from any department observes an apparent or actual violation of some provision of some law, ordinance, or code not within the inspector's authority to enforce, the inspector shall report the findings to the appropriate City department Director or designee.
- (14) *Section 106.3 of the International Property Maintenance Code* is revised to read as follows:

106.3 Prosecution of violation.

- (a) Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor and the violation shall be deemed a strict liability offense.
 - (b) If the provisions of this code are violated or there is failure to comply therewith, or if the notice of violation is not complied with, the code official may institute the appropriate proceeding at law or in equity to restrain, correct or abate the violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made under this code.
- (15) *Section 106.3.1* is added to this code to read as follows:

106.3.1 Lien upon real estate. Any action taken by the City on such premises is charged against the real estate upon which the structure is located and is a lien upon such real estate. A statement of expense for the City action shall be filed with the Calhoun County Clerk by the code officer, or other city officer or employee as the City Manager may designate. The City shall have a lien against the real estate to secure the expenditure made and ten (10) per cent interest on that amount from the date of the payment. For the expenditures and interest, suit may be instituted in the name of the City, and the statement of expense made as herein noted, or a certified copy the statement of expense shall be prima facie proof of the amount expended in such work.

- (16) *Section 106.4 of the International Property Maintenance Code* is revised to read as follows:

106.4 Violation penalties.

- (a) Violation of provision of this Property Maintenance Code or failure to comply therewith, or with any requirements thereof including failure to comply with the terms a Notice of Violation in accordance with Section 106.2 within the time

specified or any extensions of time granted by the code official shall be fined upon conviction not more than \$500.00.

- (b) After due notice has been served, each day a violation is permitted to exist shall constitute a separate offense. Nothing in this section shall limit the remedies to the City in seeking to enforce the provisions of this Property Maintenance Code.

- (17) *Section 107.1 of the International Property Maintenance Code* is revised to read as follows:

107.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this Code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person(s) responsible for the violation as specified in this Code or of any rule or regulation concerning the health, safety, or general welfare adopted by the City as it relates to structures or premises.

When a notice is provided under this section, the code official may inform the owner that if the owner commits another violation of the same subsection of this Code on or before the first anniversary of the date of the notice, the City, without further notice, may proceed with the prosecution and/or abatement of said violation.

- (18) *Section 107.2 of the International Property Maintenance Code* is revised to read as follows:

107.2 Form. Whenever any violation of this Code, generally or specifically defined in this Code, shall exist within the city, the code officer shall notify, in writing, the owner or occupant of the premises whereon such violation exists, and order such owner or occupant to abate or remedy the violation described in such notice, within such time as may be specified within the order.

Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real property sufficient for identification. This does not require a legal description.
3. Include a statement of the violation or violations and why notice is being issued.
4. Include a correction order allowing a reasonable amount of time to make the repairs and improvements required to bring the premises into compliance with provisions of this code.
5. Inform property owner of the name and phone number of the code official or designee.
6. Inform the property owner or owner's authorized agent of the right to appeal.
7. Include a statement of the right to file a lien in accordance with Section 106.3.1.

- (19) *Section 107.3 of the International Property Maintenance Code* is revised to read as follows:

107.3 Method of service. Such notice shall be deemed to be properly delivered if a copy thereof is:

1. Delivered Personally;
2. Sent by certified or first class mail, to the owner of record at the address as it appears on the Calhoun County Appraisal District records; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

When a notice is mailed in accordance with this section to a property owner, lienholder, mortgagee, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

- (20) *Section 108.1 of the International Property Maintenance Code* is revised to read as follows:

108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found to be an unlawful structure, the structure or equipment shall be deemed a threat to the public health, safety or welfare.

- (21) *Section 108.1.5 of the International Property Maintenance Code* is revised to read as follows:

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below, but which is not limited to those described below, shall be considered dangerous and may be deemed substandard:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of this City as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged, or which cannot be expected to withstand winds of hurricane force.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of

some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
 8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, electrical, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease, including all conditions conducive to the harboring of rats or mice or other disease-carrying animals or insects reasonably calculated to spread disease.
 10. Any building or structure, because of a lack of sufficient or proper fire- resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
 11. All buildings or structures which have pit privies where the same are not permitted by law or which are not connected to the city sewer when required by law or where inadequate and unsanitary pit privies or septic tanks exist.
 12. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
- (22) *Section 108.2 of the International Property Maintenance Code* is revised to read as follows:
- 108.1.5 Dangerous structure or premises.* For closing of vacant structures refer to City Code § 13-3002 et seq.
- (23) *Section 108.3 of the International Property Maintenance Code* is revised to read as follows:
- 108.3 Notice.* Whenever the code official has determined a structure or equipment to be a threat to the public health, safety or welfare under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice

and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the equipment. The notice shall be in the form prescribed in Section 107.2.

- (24) *Section 108.4 of the International Property Maintenance Code* is revised to read as follows:

108.4 Placarding. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official may post on the premises or on defective equipment a placard bearing the words "This Structure or Equipment is a threat to public health, safety or welfare and occupancy and/or use is prohibited" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

- (25) *Section 108.4.1 of the International Property Maintenance Code* is revised to read as follows:

108.4.1 Placard removal. The code official shall remove the unfit for human occupancy placard whenever the defect or defects upon which the placarding actions were based have been eliminated. Any person who defaces or removes a placard without the approval of the code official shall be subject to the penalties provided by this code.

- (26) *Section 108.5 of the International Property Maintenance Code* is revised to read as follows:

108.5 Prohibited occupancy. Any occupied structure determined to be a threat to the public health, safety and welfare shall be placarded by the code official and shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code. Failure to vacate as ordered by the code official is a violation of this code.

- (27) *Section 108.6 of the International Property Maintenance Code* is revised to read as follows:

108.6 Abatement methods. The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed to be a threat to the public health, safety or welfare by the code official shall abate or cause to be abated or corrected such conditions either by repair, rehabilitation, demolition or other approved corrective action.

- (28) *Section 109.1 of the International Property Maintenance Code* is revised to read as follows:

109.1 Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life or health, or when any structure or part of a structure has fallen and life or health is endangered by the occupation of the structure, or when there is actual or potential danger to the building

occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, or when the structure is found unfit for human occupancy, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith and may vacate adjacent structures and protect the public by appropriate fencing or other means as may be necessary. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

- (29) *Section 109.2 of the International Property Maintenance Code* is revised to read as follows:

109.2 Emergency safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition or when the structure may be entered by derelicts, vagrants or children, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described in this code or any other rule or regulation in the City Code concerning health, safety or general welfare has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency. For this purpose he may at once enter such structure or premises, or abutting land or structures, with such assistance and at such cost as he may deem necessary in the circumstances.

- (30) *Section 109.5 of the International Property Maintenance Code* is revised to read as follows:

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the City. The legal counsel of the City shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs by assessing a lien in accordance with Section 106.3.1.

- (31) *Section 110 of the International Property Maintenance Code* is revised to read as follows:

Section 110 Demolition

110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future

repair shall not extend beyond one year, unless approved by the building official. 110.
DEMOLITION

- (34) *Section 112.4 of the International Property Maintenance Code* is revised to read as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than \$500.00 dollars.

- (35) *Section 301.2 of the International Property Maintenance Code* is revised to read as follows:

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this Code or in State or Federal Law. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition, and which do not comply with the requirements of this chapter.

Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary, and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

COMMUNICATION

SUBJECT: Discuss candidates to represent each of the 5 Council districts to be considered for the Economic Development Vision Committee. Presenter is Jessica Carpenter

INFORMATION:

CITY OF PORT LAVACA

MEETING: October 25, 2021 **AGENDA ITEM** _____

DATE: 10.18.2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JESSICA CARPENTER, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss candidates to represent each of the 5 Council districts to be considered for the Economic Development Vision Committee.

Request for consideration and discussion for candidates to represent each of the 5 Council districts to be considered for the Economic Development Vision Committee.

There will be Vision Committee members from the planning committee that was involved with the zoning ordinance, as well as representatives from the Parks Board, Planning Board, Main Street, the medical community, the school district, and equitable representation of underrepresented ethnic groups, religious organizations and age demographics.