



CITY COUNCIL SPECIAL MEETING

Wednesday, November 13, 2024 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.

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a special meeting Wednesday, November 13, 2024 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:

[After publication, any information in a council packet is subject to change during the meeting]

The meeting will also be available via the video conferencing application "Zoom",

Join Zoom Meeting:

<https://us02web.zoom.us/j/85087832608?pwd=IsGaudwQXOIkh25xqcuLh6AatTmTJ4.1>

Meeting ID: 850 8783 2608

Passcode: 774588

One Tap Mobile

+13462487799,,82182482989#,,, *912619# US (Houston)

Dial by your location

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I. ROLL CALL**II. CALL TO ORDER****III. COMMENTS FROM THE PUBLIC**

(Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).

IV. ACTION ITEMS - Council will consider/discuss the following items and take any action deemed necessary

- A. Minutes of October 07, 2024 Special Meeting
- B. Minutes of October 14, 2024 Regular Meeting
- C. Minutes of October 28, 2024 Workshop Session
- D. Review of Credit Card Statement
- E. Receive Monthly Financial Highlight Report
- F. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- G. Ratify lease at Nautical Landings Suite 1D to Port Lavaca Plumbing, LLC
- H. Ratify lease at Nautical Landings Suite 5 to Bay Ltd
- I. Receive quarterly Financial Investment Report for July 01, 2024 to September 30, 2024

V. ACTION ITEMS - Council will consider/discuss the following items and take any action deemed necessary

- 1. Consider Resolution No. R-111324-1 of the City of Port Lavaca the hiring of Bickerstaff Heath Delgado Acosta LLC (BHDA) of Austin, Texas as Bond Counsel on a Contingency Fee basis. Presenter is Jody Weaver
- 2. Consider Resolution No. R-111324-2 of the City of Port Lavaca authorizing publication of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation for Capital Improvement Project: Expansion of the Lynn's Bayou Wastewater Treatment Plan, including the Design, Engineering, Planning, Equipping, Constructing, Improving, Renovating, Updating and Expansion of the treatment plant, being identified as Texas Water Development Board Project No. 73963. Presenter is Jody Weaver
- 3. Consider Resolution No. R-111324-3 of the City of Port Lavaca expressing intent to Finance Expenditures to be incurred by the City of Port Lavaca's Lynn's Bayou Wastewater Treatment Plan, Texas Water Development Board Project No. 73963. Presenter is Jody Weaver
- 4. Consider the request of Project 15 Car Club for the use of the Bayfront Peninsula Park Pavilion for a free to the community Thanksgiving Dinner on Saturday, November 23, 2024 and waiver of any fees related to this event. Presenter is Tania French
- 5. Consider an amendment to the Events Management and Communications contract with the Chamber of Commerce. Presenter is Jody Weaver
- 6. Consider First amendment to Services Agreement with the Chamber of Commerce for Visitor's Center and Bauer Booking Agent services. Presenter is Jody Weaver
- 7. Consider AECOM Task Oder #8 for the Wastewater Treatment Plant (WWTP) expansion. Presenter is Wayne Shaffer

8. Consider approval of Interlocal Agreement between the City of Port Lavaca, Texas, and the City of Palacios, Texas for Code Enforcement Training and Support. Presenter is Jody Weaver
9. Consider recommendation of the Port Commission to approve the lease for Tract 3 at Harbor of Refuge. Presenter is Jody Weaver

VI. ADJOURN SPECIAL MEETING

VII. **CERTIFICATION OF POSTING NOTICE**

This is to certify that the above notice of a special meeting of the City Council of the City of Port Lavaca, scheduled for **Wednesday, November 13, 2024**, beginning at 5:30 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. **Friday, November 08, 2024**.

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: Minutes of October 07, 2024 Special Meeting

INFORMATION:



CITY COUNCIL SPECIAL MEETING

Monday, October 07, 2024 at 5:30 PM

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

MINUTES

STATE OF TEXAS §
COUNTY OF CALHOUN §
CITY OF PORT LAVACA §

On this the 7th day of October 2024, the City Council of the City of Port Lavaca, Texas, convened in a special meeting at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|-----------------|---|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| Justin Burke | Councilman, District 6 |

And with the following absent: None

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:31 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

(Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).

- Mayor Whitlow asked for comments from the public and the following citizen spoke:
 - Oscar Pena expressed concern over water rates going up and being passed on to citizens.

IV. ACTION ITEMS - *Council will consider/discuss the following items and take any action deemed necessary.*

1. Consider proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2024-2025-1, due by 5:00 p.m. on October 14, 2024. Presenter is Jody Weaver

Interim City Manager Weaver presented Council with a proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2024-2025-1, due by 5:00 p.m. on October 14, 2024, for consideration.

The three (3) projects for Proposals #2024-2025-1 are as follows:

- 1) Educational Outreach Boat Tours about Waterways and Birds in Calhoun County, as part of the 1st Annual City of Port Lavaca Mid-Coast Texas Birding Festival.
- 2) Purchase of “Kitchen Property” for Conservation and New Public Access to Lavaca Bay.
- 3) The R/V Archimedes Research Vessel Floating Classroom tours of Chester Island during the 1st Annual City of Port Lavaca Mid-Coast Birding Festival.

Dr. Tim McFarland narrated a PowerPoint presentation about the Texas Mid-Coast Birding Festival scheduled for May 01 thru May 04, 2025.

Staff recommends approval of proposed submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2024-2025-1.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves submittal of proposal to Matagorda Bay Mitigation Trust in response to Request for Proposals #2024-2025-1 with three (3) programs / projects, as presented above.

Seconded by Councilman District 6 Justin

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

2. Announcement by Mayor that City 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). Presenter is Mayor Whitlow**

- **To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code). Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 6:19 p.m.

1. **Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council was back in open session at 7:48 p.m.

No action necessary and none taken.

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

Special Meeting adjourned at 7:51 p.m.

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of October 14, 2024 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, October 14, 2024 at 6:30 PM

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

MINUTES

STATE OF TEXAS §
COUNTY OF CALHOUN §
CITY OF PORT LAVACA §

On this the 14th day of October 2024, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|-----------------|---|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| Justin Burke | Councilman, District 6 |

And with the following absent: None

Constituting a quorum for the transaction of business, at which time the following business was transacted:

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:30p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S)

- Proclamations by the Mayor
 - October is Fire Prevention Month – October 06 thru October 12, 2024
“Smoke Alarms – Make them work for you”

- Employee Service Award:
 - Joe Reyes 35 Years Fire Department
- Texas Municipal League 2024 Excellence Award:
 - Police Department (2023 Christmas Elf on a Shelf with participating businesses)

VI. COMMENTS FROM THE PUBLIC - *Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting on Zoom by logging on with your computer and/or smart phone as described in the zoom invitation below or on Facebook Live through the comment section, which will be monitored and answered. As appropriate.*

- Mayor asked for comments from the public and the following citizen(s) spoke:
 - Weston Burris, 4 Sago, Port Lavaca, Texas (Do not believe it is in the City’s best interest to sell the Water Treatment Facilities to a privately owned entity).

VII. CONSENT AGENDA - *Council will consider/discuss the following items and take any action deemed necessary*

- A. Minutes of September 09, 2024 Regular Meeting**
- B. Minutes of September 16, 2024 Special Meeting**
- C. Review of Credit Card Statement**
- D. Receive Monthly Financial Highlight Report**
- E. Ratify Budget Ordinance #S-2-24 (approved 09-16-2024 at special meeting)**
- F. Ratify Tax Ordinance #S-3-24 (approved 09-16-2024 at special meeting)**
- G. Receive Victoria Economic Development Corporation (VEDC) Monthly Report**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves all consent agenda items as listed.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

VIII. ACTION ITEMS - (Council will consider/discuss the following items and take any action deemed necessary)

1. **Hear presentation from Republic Services regarding Recycling. Presenter is Mike Reeves**

Council received a PowerPoint presentation from Mike Reeves, Manager of Republic Services about the Recycling Services within the City of Port Lavaca.

No action necessary and none taken.

2. **Receive 3rd Quarterly Report from the Public Works Department. Presenter is Wayne Shaffer**

Public Works Director Shaffer presented Council with a Quarterly Report from the Public Works Departments (Streets, Parks and Utilities).

No action necessary and none taken.

3. **Consider request of the Chamber of Commerce for parade permit, traffic control assistance and closing off several streets, for the Annual "Lighted Christmas Parade" on Friday, December 06, 2024, beginning at 6:30 p.m. and also request waiver of any fees associated with the event. Presenter is Tania French**

Tania French, Events Coordinator advised Council that the Port Lavaca Chamber of Commerce is requesting several city streets be closed on Friday, December 6, 2024, for the annual "Lighted Christmas Parade," beginning at 6:30. The parade begins at Sandcrab Stadium, travels down Sam Faubian Street, proceeds right onto Virginia Street, down to Main Street, turns left onto Main Street, proceeds down to Commerce Street, then crosses Commerce Street to the Bayfront Peninsula, where it ends.

The Port Lavaca Chamber of Commerce is requesting waiver of all fees associated with the event and also assistance with traffic control by the Police Department

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves request of the Chamber of Commerce for parade permit, traffic control assistance and closing off several streets, for the Annual "Lighted Christmas Parade" on Friday, December 06, 2024, beginning at 6:30 p.m. and also waives regular fees associated with event.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

4. **Consider appointment/reappointment of member(s) to the Planning Board to fill an expired term and begin a new two-year term. Presenter is Derrick Smith**

Development Services Director Smith advised Council that Betty Birdwell's term on the Planning Board will be expiring at the end of October 2024 and she has expressed a desire to be reappointed for a new two-year term.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with recommendation of staff, Council hereby reappoints Betty Birdwell to the Planning Board to fill an expired term and begin a new two-year term.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

5. **Consider Engagement Letter from Pattillo, Brown & Hill, L.L.P. for Auditing Services of City’s Financials for Fiscal Year ending September 30, 2024. Presenter is Brittney Hogan**

Finance Director Hogan presented Council with an Engagement Letter from Pattillo, Brown & Hill, L.L.P. for Auditing Services of City’s Financials for Fiscal Year ending September 30, 2024.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves Engagement Letter from Pattillo, Brown & Hill, L.L.P. for Auditing Services of City’s Financials for Fiscal Year ending September 30, 2024.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

6. **Consider lease at Nautical Landings Suite 4 to Something More Media. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that staff has been working with the Port Commission to standardize the rent of office space at the Nautical Landings Office Building and provide calculations and backup for all additional costs to be reimbursed by the tenant. The standard rent has been established as \$1.25/sf plus appropriate reimbursement for trash, electricity, water/sewer/GBRA fee, and janitorial if applicable.

The new lease agreement for Something More Media (Tania French) that if approved will be effective as of October 1, 2024.

The proposed New Lease amount approved and recommended by the Port Commission is \$967.50/month. This is an increase of \$274.37/month (+40%) above her previous rent amount. Part of the reason for the significant increase is that previously she has always been provided a level of discount to her lease. This discount was to acknowledge that it is a benefit to the City to have her, as the City Events Coordinator, to be officed in close proximity to Bayfront Park and downtown, where most of our events occur. In addition, she uses this space routinely to store materials and equipment for the benefit of City events and it is noted that the City's fee for Events Coordination has not changed since 2018. As such, Tania is requesting consideration of a discount be given to her new monthly rental fee.

In keeping with previous thinking, I proposed a \$160/month discount, which is about a 20% discount to the base rent and still provides over \$1/sf (\$1.04/sf). No discounts are proposed to the reimbursements for services.

Financial implications are as follows:

- Additional annual revenue without discount = $\$274.37 \times 12 = \$3,292.44$
- Additional annual revenue with discount = $\$114.37 \times 12 = \$1,372.44$
- Difference = \$1,920.00

The Port Commission's recommendation was to deny the request for a discount but stated that should the Council vote to grant it, that \$160/mo. be transferred from the General Fund to the Ports and Harbors Fund each month.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of Port Commission and staff, Council hereby approves lease at Nautical Landings Suite 4 to Tanya French AKA Something More Media, with an amendment taking out the discount listed above.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

7. **Consider Second and Final reading of an Ordinance (S-4-24) of the City of Port Lavaca regarding compensation of Mayor and Council Members; and providing an effective date**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves Second and Final reading of an Ordinance (S-4-24) of the City of Port Lavaca regarding compensation of Mayor and Council Members.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, and Councilman District 5 Ward

Voting Nay:

Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 6 Burke

Mayor’s Vote to Break Tie:

Yea

- 8. **Consider Second and Final reading of an Ordinance (G-9-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, Chapter 54 Waterways Fees; and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves Second and Final reading of an Ordinance (G-9-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, Chapter 54 Waterways Fees.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

- 9. **Consider Resolution No. R-101424-1 of the City of Port Lavaca – City Hall Master Plan Phase 3: Interior Renovations & Site Work for Construction Procurement Method. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

WHEREAS, Section 2269.056(a), of the Texas Government Code states that the governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity, and

WHEREAS, the City of Port Lavaca City Council has determined that the construction procurement method specified under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD Of CHAPTER 2269. CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS of the Texas Government Code provides the best value for the City of Port Lavaca for the construction project titled “City Hall Master Plan – Phase 3: Interior Renovations & Site Work”

THEREFORE, LET IT BE RESOLVED by the City of Port Lavaca City Council that the Council has decided to use the Competitive Sealed Proposal process as specified under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269. CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 3: Interior Renovations & Site Work”.

BE IT FURTHER RESOLVED, THAT the Mayor is hereby authorized to execute all instruments necessary to affect such agreement.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

10. **Consider Resolution No. R-101424-2 of the City of Port Lavaca – City Hall Master Plan Phase 3: Interior Renovations & Site Work for Prevailing Wage Rate. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

WHEREAS, Section 2258.022(a), of the Texas Government Code states: For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work, and

WHEREAS, Section 2258.022(a) of the Texas Government Code Subsections (1) and (2) go on to state the public body’s options in fulfilling its statutory responsibility of determining prevailing wage rates as being: (1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or (2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments;

NOW THEREFORE BE IT RESOLVED that the City of Port Lavaca City Council hereby selects Section 2258.022(a), Subsection (2) of the Texas Government Code as its option in determining the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as determined by the United States Department of Labor in accordance with the Davis-

Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments as can be found on the following web site (www.wdol.gov/dba.aspx#0), for the construction project titled “ City Hall Master Plan – Phase 3: Interior Renovations & Site Work”.

BE IT FURTHER RESOLVED, THAT the Mayor is hereby authorized to execute all instruments necessary to affect such agreement.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

11. **Consider Resolution No. R-101424-3 of the City of Port Lavaca – City Hall Master Plan Phase 3: Interior Renovations & Site Work for Delegation of Authority. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

WHEREAS, Section 2269.053(a), of the Texas Government Code provides that the governing body of a governmental entity may delegate its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, or other, and

WHEREAS, The City of Port Lavaca City Council wishes to delegate its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, Interim City Manager, as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 3: Interior Renovations & Site Work”;

NOW THEREFORE BE IT RESOLVED that the City of Port Lavaca City Council hereby delegates its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, Interim City Manager, as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under SECTION 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 3: Interior Renovations & Site Work”, and

THEREFORE LET IT BE FURTHER RESOLVED by the City of Port Lavaca City Council that it desires for Jody Weaver, Interim City Manager, within the scope of the authority delegated to her under Section 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 3: Interior Renovations & Site Work” to form a committee of her choosing, which may, but not necessarily, include some members of the City Council of the City of Port Lavaca in numbers not establishing a quorum of the Council, to advise her in the selection process

for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for said construction project and bring her recommended selection to the City of Port Lavaca City Council for final approval.

BE IT FURTHER RESOLVED, THAT the Mayor is hereby authorized to execute all instruments necessary to affect such agreement.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

12. **Consider Resolution No. R-101424-4 of the City of Port Lavaca – City Hall Master Plan Phase 3: Interior Renovations & Site Work for Selection Committee and Proposal Ranking Criteria. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

WHEREAS, Section 2269.053(a), of the Texas Government Code provides that the governing body of a governmental entity may delegate its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, or other, and

WHEREAS, the City of Port Lavaca City Council by resolution adopted on July 25th 2022 did delegate its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, Interim City Manager as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 3: Interior Renovations & Site Work”;

AND WHEREAS the City of Port Lavaca City Council stated in that resolution that its desire was for Jody Weaver, Interim City Manager within the scope of the authority delegated to her under Section 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 3: Interior Renovations & Site Work” to form a committee of her choosing, including but not limited to some members of the City Council of the City of Port Lavaca, to advise her in the selection process for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for said construction project and bring her recommended selection to the City Council of the City of Port Lavaca for final approval.

NOW THEREFORE BE IT RESOLVED by Jody Weaver, Interim City Manager, that she hereby appoints the following committee to advise her in the selection process for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code and as directed by the City Council of the City of Port Lavaca:

Jody Weaver	Interim City Manager
Brittney Hogan	Finance Director
Karen Hill	Utility Billing Supervisor
Derrick Smith	Director of Development Services
Tim Dent	Councilman
Brian Parker	Architect’s Project Manager

NOW THEREFORE LET IT BE FURTHER RESOLVED by Jody Weaver, Interim City Manager, that she has chosen the following criteria for the committee as a corporate body to consider in the selection of an Offeror submitting a proposal on this project along with the stated weighing of each of the criteria:

Price	50%
Offeror’s Qualifications	40%
Time	10%

BE IT ALSO RESOLVED, THAT Councilman Burke will be added to the selection process committee.

BE IT FURTHER RESOLVED, THAT the Mayor is hereby authorized to execute all instruments necessary to affect such agreement.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

13. **Consider award of construction bid for the replacement of the Ann Street lift station. Presenter is Wayne Shaffer**

Public Works Director Shaffer advised Council that as part of the ongoing Maintenance and rehab of the sanitary sewer system, staff advertised for bids for the replacement of Ann Street Lift Station due by 2:30 p.m. on October 02, 2024. Only one bid for the Ann Street Lift Station project was received from Lester Contracting, Inc., in the amount of \$816,650.00, with completion in 365 calendar days.

This expenditure will come out of the Public Utility Fund (PUF) construction account. This is one of the lift stations outlined in the Sanitary sewer lift station assessment as being in poor condition. It is currently operational; however, it is prone to failure and has several electrical issues.

Staff recommends awarding the construction bid to Lester Contracting, Inc. in the amount of \$816,650.00, to be completed in 365 calendar days.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby authorize award of construction contract for the replacement of the Ann Street lift station, to Lester Contracting in the amount of \$816,650.00 with 365 calendar days to complete, after Receipt of Notice to Proceed.

BE IT FURTHER RESOLVED, THAT the Mayor is hereby authorized to execute all instruments necessary to affect such agreement.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

14. **Consider agreement between the City of Port Lavaca and Public Sector Personnel Consultants, Inc. (PSPC) to conduct a Classification and Compensation Study. Presenter is Brittney Hogan**

Finance Director Hogan advised Council that it has been the policy of the City of Port Lavaca to perform every sixth (6th) year a salary survey with a third party to review and recommend changes to the City's job descriptions and salaries. The last survey performed by a third party was performed in 2020 with the final report dated January 2021. Please keep in mind that the last third-party survey performed in 2020 did not include any review to the City's job descriptions.

Since 2020 there have been internal changes and reclassifications to job descriptions that were included in our list of FTEs. We are also expecting a decrease in our Police Dispatcher positions in January 2025 which will bring our total FTE count for full-time positions from 100 to 97. In addition, the City has added 4 positions to our list of full-time employees (FTE) since 2020, which include:

- Camp Host (Beach)
- Mental Health Officer (Police)
- Capital Projects/Grant Coordinator (Finance)
- Administrative Assistant to Ports & Harbors (Ports & Harbor)

The goal of this compensation study is to ensure that the City maintains its competitiveness within the area, help recruit and retain qualified professionals for the City, and to help make informed decisions concerning job titles and descriptions.

Staff recommends council approve the professional services agreement with Public Sector Personnel Consultants, Inc. which will not exceed \$37,500.00 to conduct the City's classification and compensation study for Fiscal Year 2024-2025.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves agreement between the City of Port Lavaca and Public Sector Personnel Consultants, Inc. (PSPC) to conduct a Classification and Compensation Study, in an amount not to exceed \$37,500.00.

BE IT FURTHER RESOLVED, THAT the Mayor is hereby authorized to execute all instruments necessary to affect such agreement.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

15. **Announcement by Mayor that City 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). Presenter is Mayor Whitlow**
- **To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code). Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 8:34 p.m.

16. **Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council was back in open session at 8:42 p.m.

No action necessary and none taken.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 3 Tippit

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

Meeting adjourned at 8:44 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of October 28, 2024 Workshop Session

INFORMATION:



CITY COUNCIL WORKSHOP

Monday, October 28, 2024 at 5:30 PM

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

MINUTES

STATE OF TEXAS §
COUNTY OF CALHOUN §
CITY OF PORT LAVACA §

On this the 28th day of October, 2024, the City Council of the City of Port Lavaca, Texas, convened in a Workshop Session at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|----------------|------------------------|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Jim Ward | Councilman, District 5 |
| Ken Barr | Councilman, District 6 |

And with the following absent:

- | | |
|-----------------|---|
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
|-----------------|---|

Constituting a quorum for the transaction of business, at which time the following business was transacted:

WORKSHOP SESSION

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:31 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

(Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).

- Mayor Whitlow asked for comments from the public and there were none.

IV. ITEMS FOR DISCUSSION - *Council will discuss the following items).*

1. Kick-off presentation for contracted Classification and Compensation study and discussion of salary survey comparators, presented by Public Sector Personnel Consultants (PSPC). Presenter is Sam Heinz

Council discussed this agenda item.

No action necessary and none taken.

V. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 2 Dent

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

Workshop adjourned at 6:15 p.m.

These minutes were approved on November 13, 2024.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Billing Questions:
800-367-7576

Website:
www.cardaccount.net

Send Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
September 7, 2024 to October 8, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$12,274.46
- Payments	\$12,274.46
- Other Credits	\$735.00
+ Purchases	\$16,818.25
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$16,083.25

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$9,628.00
 Statement Closing Date October 8, 2024
 Days in Billing Cycle 32

PAYMENT INFORMATION

New Balance: \$16,083.25
 Minimum Payment Due: \$482.50
Payment Due Date: November 2, 2024

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

We will never call, text, or email and ask you for your personal information. Some scammers will call and pretend to be from the Card Service Center. We will never call or text you and ask for sensitive information such as account or card number information, passwords or user names, or social security numbers. Please **DO NOT** give out that information.

If you feel pressured or concerned about a phone call, please hang up and call us at 800-367-7576 (the phone number located on the back of your credit card). Our Card Service Center team is always glad to check and can verify the information.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/25	09/25	8543189LX00XV9502	PAYMENT - THANK YOU	\$12,274.46-

Transactions continued on next page

FIRST NATIONAL BANK IN PORT LAVACA
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 0305
 New Balance: \$16,083.25
 Minimum Payment Due: \$482.50
Payment Due Date: November 2, 2024

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

CITY OF PORT LAVACA
202 N VIRGINIA ST
PORT LAVACA TX 77979-3431



TRANSACTIONS (continued) An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXXX0305	\$12,274.46-
09/16	09/17	5174295LM0KTDMX4R	IDENTOGO - TX FINGE 877-512-6962 MA ERIC SALES	\$10.21
			TOTAL XXXXXXXXXXXXX0776	\$10.21
09/09	09/10	5754024LDMKF0AFRX	VISTAPRINT 8662074955 MA	\$143.93
09/27	09/29	8538390LZ000D1JP7	SHELTERMANAGER LTD ROTHERHAM LN KAREN NEAL	\$380.00
			TOTAL XXXXXXXXXXXXX0784	\$523.93
10/08	10/08	5543286MA60D25HG1	TEEX ECOMMERCE 979-458- CREDIT	\$460.00-
09/07	09/08	8702130LB0003E5WE	FLAME NATURAL DEC HIGHLANDS RAN CO	\$500.99
09/09	09/10	8545491LDS66H8LS0	POSITIVE PROMOTIONS 800-635-2666 NY	\$767.83
09/25	09/26	5526352LY2XE6J88A	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$14.97
10/01	10/02	5543286M35YFAVMEM	LOWES #00282* VICTORIA TX JUAN LUNA	\$15.46
			TOTAL XXXXXXXXXXXXX0941	\$839.25
09/18	09/20	5543286LP5SLQL1ZS	BUC-EE'S 12 PORT LAVACA TX WAYNE SHAFFER	\$12.41
			TOTAL XXXXXXXXXXXXX1212	\$12.41
09/13	09/15	5543286LH627Z8XSP	WALMART.COM 800-925-6278 AR	\$4.00
09/13	09/15	0543684LH5SA4WQYQ	WALMART.COM 8009256278 BENTONVILLE AR	\$213.79
09/26	09/29	8518412LZS66QWB09	TEXAS MUNICIPAL CLERKS 940-5653488 TX	\$540.00
09/28	09/29	5548077M10X7DDP5G	ACADEMY SPORTS #128 VICTORIA TX MANDY GRANT	\$119.95
			TOTAL XXXXXXXXXXXXX1238	\$877.74
09/10	09/11	5543286LE61Q27BRQ	APPLE.COM/BILL 866-712-7753 CA	\$2.99
10/04	10/06	5548872M60J0NTD9N	TX DEPT OF LICENSING AUSTIN TX	\$50.00
10/05	10/06	5543286M75ZK9G8N8	INT'L CODE COUNCIL INC 888-422-7233 IL DERRICK SMITH	\$170.00
			TOTAL XXXXXXXXXXXXX3836	\$222.99
09/13	09/15	0543684LH5SA4WD10	WALMART.COM 8009256278 BENTONVILLE AR	\$59.00
09/24	09/25	5544436LW2W1FXJFK	CROWN AWARDS INC HAWTHORNE NY JAMES RUDELLAT	\$58.84
			TOTAL XXXXXXXXXXXXX8611	\$117.84
09/17	09/19	5520739LNEV1Z7BZ8	TYLER TECHNOLOGIES, IN YARMOUTH CREDIT	\$275.00-
09/14	09/15	5543286LJ62QPLV2S	NCTCOG RTC TRAINING 817-695-9112 TX	\$120.00
09/15	09/16	8230509LK0017SEFR	AMAZON MARK* 744AJ4003 SEATTLE WA	\$93.98
09/18	09/18	5543286LN63J5TEMR	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00
09/18	09/19	7541823LN6319S6VH	B&H PHOTO 800-606-6969 NEW YORK NY	\$1,639.98
09/19	09/22	0230537LT00M328E4	TRACTOR SUPPLY # 1369 PORT LAVACA TX	\$54.08
09/24	09/24	5543286LW5W1Y5645	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$550.00
09/23	09/25	8518412LWS66K9X7V	TEXAS PUBLIC PURCHASIN 361-2303533 TX	\$95.00
10/02	10/02	5543286M45YHNDYA9	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$500.00
10/04	10/06	5543687M73JBKJHQM	HILTON AMERICAS HOUSTO HOUSTON TX	\$765.42
10/04	10/06	5543687M73JBKJHQX	HILTON AMERICAS HOUSTO HOUSTON TX	\$765.42
10/04	10/06	5543687M73JBKJH5N	HILTON AMERICAS HOUSTO HOUSTON TX	\$765.42
10/04	10/06	5543687M73JBKJH6P	HILTON AMERICAS HOUSTO HOUSTON TX	\$765.42
10/04	10/06	5543687M73JBKJH7P	HILTON AMERICAS HOUSTO HOUSTON TX	\$765.42
10/04	10/06	5543687M73JBKJH77	HILTON AMERICAS HOUSTO HOUSTON TX	\$765.42
10/04	10/06	5543687M73JBKJH8T	HILTON AMERICAS HOUSTO HOUSTON TX	\$765.42

Transactions continued on next page



TRANSACTIONS (continued) An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/04	10/06	5543687M73JBKJH9S	HILTON AMERICAS HOUSTO HOUSTON TX BRITTNEY HOGAN TOTAL XXXXXXXXXXXX3462 \$9,051.40	\$765.42
09/06	09/08	5265384LA1YF8S042	PAYPAL *SMILINGCACT 4029357733 TX	\$51.90
10/03	10/03	0230537M5EHZDB1V0	TST* CTX - DAIRY QUEEN PORT LAVACA TX	\$21.30
10/03	10/04	0531461M600D2J93F	BUSHS CHICKEN -PORT LA PORT LAVACA TX JOE REYES JR TOTAL XXXXXXXXXXXX0215 \$86.01	\$12.81
09/12	09/13	5543286LG61ZWP1RA	CCSI EFAX CORPORATE 323-817-1155 CA	\$192.54
10/07	10/07	1230202M900SSAPL1	AUTODESK ADY 8553019562 CA JOANNA WEAVER TOTAL XXXXXXXXXXXX0249 \$711.87	\$519.33
09/17	09/18	5543286LN5SAZPG1Y	TEXAS A&M AGRILIFE EXT 979-862-2245 TX	\$115.00
09/19	09/20	8230509LP0012Y0N1	AMAZON MARK* H46036F03 SEATTLE WA CYNTHIA HEYSQUIERDO TOTAL XXXXXXXXXXXX0264 \$186.90	\$71.90
09/12	09/13	5754024LGLXFT8G48	VISTAPRINT 8662074955 MA	\$112.79
09/13	09/15	1544985LJ6ER3PZA7	BUTTER CHURN RESTAURAN ARANSAS PASS TX	\$39.64
09/15	09/17	5543286LL634T5YFF	RAISING CANES 0218 HUNTSVILLE TX	\$11.90
09/16	09/17	2524780LL02V2DREL	GRAND BUFFET HUNTSVILLE TX	\$19.46
09/17	09/18	5543286LM63H5RZXY	TST*CITY HALL CAFE & P HUNTSVILLE TX	\$25.37
09/18	09/19	8545491LNS66FAZKB	LOS PERICOS MEXICAN RE HUNSTVILLE TX	\$22.86
09/19	09/20	7271621LPS66J1J3R	FARMHOUSE CAFE AND BAK HUNTSVILLE TX	\$37.17
09/20	09/22	0514048LTLM8JVH8F	CHICK-FIL-A #04144 HUNTSVILLE TX	\$9.36
09/20	09/22	5543687LR7XXQGMER	HILTON ADVPURCH8002367 MEMPHIS TN CHECK-IN 09/18/24 FOLIO #8900920102	\$324.40
09/21	09/23	5530876LS2TYA7ZT5	SHELL OIL 575407828QPS VICTORIA TX	\$40.00
09/25	09/27	5270487LY1TXPTXFE	HOLIDAY INN & SUITES A COLLEGE STATI TX CHECK-IN 09/23/24 FOLIO #11391087	\$246.32
09/26	09/27	2524780LY04NG2ZLB	VC PAYMENTS VICTORIA TX	\$1,825.00
09/27	09/29	5543687M14PHV7EPF	ALOFT WACO TX CHECK-IN 09/22/24 FOLIO #127216 COLIN RANGNOW TOTAL XXXXXXXXXXXX2286 \$3,442.70	\$728.43

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.99% (v)	\$0.00	32	\$0.00
Cash Advances	18.99% (v)	\$0.00	32	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

CREDITING OF PAYMENTS

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

BILLING RIGHTS SUMMARY

What to do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

EXPLANATION OF INTEREST CHARGES

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

ANNUAL FEE DISCLOSURES

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

CREDIT BALANCES

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City State Zip Code

Effective Date: Month, Day, Year Signature

Home Phone Work Phone

COMMUNICATION

SUBJECT: Receive Monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

202 N. Virginia, Port Lavaca, Texas 77979-0105 www.portlavaca.org
Main Number: 361-552-9793 Main Facsimile: 361-552-6062

To: Mayor and Members of the City Council
From: Brittney Hogan, Finance Director 
Subject: FY 24-25 Financial Highlights through **October 31, 2024**
Date: November 5, 2024

Below are the following reports for the period ending **October 31, 2024**, or **8%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$5,564,250** for the year as of September Collections in FY 23-24 are 97.51% of total adjusted tax levy. Total current year Property Taxes Outstanding as of September is **\$473,428**.

In the General Fund, revenues through **10/31/24** are **5.75%** of budget. In addition:

1. *Current Property Tax* collections - are **\$245,830** for the year as of October. Collections in FY 24-25 are 5% of budget.
2. *Sales Tax* collections through October were **\$309,584** or 8% of budget. Collections through October in FY 23-24 were **\$336,807**.
3. *Licenses & Permits* collections are **\$18,795** for the year, or 7% of budget. Collections through October in FY 23-24 were **\$6,993**.
4. *Bauer Center Rentals* through October are **\$4,950** or 5% of budget. Collections through October in FY 23-24 were **\$6,250**.
5. *Court Fines* are **\$11,198** for the year, or 9% of budget. Collections through October in FY 23-24 were **\$6,738**.

Expenditures in the General Fund for the year are **10%** of budget.

Target: 8%

In the Utility Fund, revenues as of **10/31/24** are **8%** of budget. In addition:

1. *Metered Water* sales through October are **\$255,834** or **8%** of budget.
2. *Residential Sewer* sales through October are **\$133,374** or **9%** of budget.
3. *Garbage Billings* through October are **\$83,759** or **8%** of budget.

Expenditures in the Utility Fund for the year are **4%** of budget.

Summary – FY 2024-2025 through 10/31/24

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$713,749	5.75%	\$ 1,233,843	10%	\$ (520,094)
Utility	\$ 636,098	8%	\$ 252,791	4%	\$ 383,306
HOT	\$ 1,891	.30%	\$ 40,382	5%	\$ (38,491)
Beach	\$ 9,389	4%	\$ 17,970	6%	\$ (8,582)
Port	\$ 216,641	14%	\$ 35,085	2%	\$ 181,556
				Total	\$ (2,305)

	520,094.00
	383,306.00
	38,491.00
	8,582.00
	181,556.00
-001	
-	2,305.00



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
September 30, 2024**

TAXES DUE AT CERTIFICATION	5,760,674.07
Adjustments to Date	-51,422.80
TOTAL TAX LEVY	5,709,251.27

2023 Tax Collections

	Base	Penalties & Interest	Total
October	2,358,896.67	0.00	2,358,896.67
November	583,430.25	0.00	583,430.25
December	613,928.54	0.00	613,928.54
January	1,059,143.68	0.00	1,059,143.68
February	554,729.66	14,603.88	569,333.54
March	119,352.19	7,911.86	127,264.05
April	61,021.37	6,523.73	67,545.10
May	98,899.96	9,901.84	108,801.80
June	47,822.11	6,244.65	54,066.76
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00
TOTAL	5,497,224.43	45,185.96	5,542,410.39

Last Year %
Collected
95.44%

TRANSFERRED TO DELINQUENT ROLL	% Collected	97.51%
	July, Aug, and Sept Payments	21,839.65

2023 TAXES OUTSTANDING	142,321.12	
	% Current Outstanding	2.49%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	1,434.78	2,667.91	4,102.69
November	9,308.28	2,187.95	11,496.23
December	95,107.93	19,103.85	114,211.78
January	13,907.48	5,063.20	18,970.68
February	12,837.84	6,253.88	19,091.72
March	10,220.42	4,093.40	14,313.82
April	18,070.77	11,138.98	29,209.75
May	38,780.39	13,486.27	52,266.66
June	8,263.60	5,663.62	13,927.22
July	7,925.00	3,969.17	11,894.17
August	5,664.54	3,192.96	8,857.50
September	10,492.91	5,816.24	16,309.15
TOTAL	232,013.94	82,637.43	314,651.37

DELINQUENT TAXES OUTSTANDING	331,107.23
TOTAL TAXES OUTSTANDING	473,428.35

**CITY OF PORT LAVACA, TEXAS
SALES TAX REVENUES**

Item 5.

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		General Fund Budget		Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)	
				Year-to-Date Allocation	Y-T-D	Month	Y-T-D		Month	Y-T-D
Fiscal Year 2021										
Dec	Oct	345,451	27%	\$345,451	345,451	243,714	243,714	141.74%	26.9%	26.9%
Jan	Nov	281,510	12%	\$281,510	626,961	224,351	468,066	133.95%	12.3%	19.9%
Feb	Dec	279,811	-9%	\$279,811	906,772	274,277	742,342	122.15%	-8.7%	9.4%
Mar	Jan	265,655	-11%	\$265,655	1,172,427	265,771	1,008,114	116.30%	-10.5%	4.1%
Apr	Feb	246,266	7%	\$246,266	1,418,693	206,830	1,214,943	116.77%	6.6%	4.5%
May	Mar	354,052	22%	\$354,052	1,772,745	260,317	1,475,260	120.16%	21.8%	7.6%
Jun	Apr	296,421	25%	\$296,421	2,069,165	211,890	1,687,150	122.64%	25.2%	9.8%
Jul	May	294,843	11%	\$294,843	2,364,008	238,183	1,925,333	122.78%	10.8%	9.9%
Aug	Jun	329,290	-7%	\$329,290	2,693,298	317,553	2,242,886	120.08%	-7.2%	7.5%
Sep	Jul	285,544	19%	\$285,544	2,978,842	214,770	2,457,656	121.21%	19.0%	8.5%
Oct	Aug	276,092	1%	\$276,092	3,254,934	244,797	2,702,453	120.44%	1.0%	7.8%
Nov	Sep	311,985	16%	\$311,985	3,566,919	240,547	2,943,000	121.20%	16.1%	8.5%

Fiscal Year 2022										
Dec	Oct	246,194	-29%	\$246,194	246,194	318,632	318,632	77.27%	-28.7%	-28.7%
Jan	Nov	264,290	-6%	\$264,290	510,484	259,655	578,287	88.28%	-6.1%	-18.6%
Feb	Dec	330,154	18%	\$330,154	840,638	258,087	836,374	100.51%	18.0%	-7.3%
Mar	Jan	245,570	-8%	\$245,570	1,086,207	245,031	1,081,405	100.44%	-7.6%	-7.4%
Apr	Feb	252,248	2%	\$252,248	1,338,456	227,147	1,308,552	102.29%	2.4%	-5.7%
May	Mar	315,077	-11%	\$315,077	1,653,532	326,565	1,635,117	101.13%	-11.0%	-6.7%
Jun	Apr	266,647	-10%	\$266,647	1,920,179	273,408	1,908,525	100.61%	-10.0%	-7.2%
Jul	May	275,093	-7%	\$275,093	2,195,273	271,952	2,180,478	100.68%	-6.7%	-7.1%
Aug	Jun	315,184	-4%	\$315,184	2,510,457	303,725	2,484,203	101.06%	-4.3%	-6.8%
Sep	Jul	349,708	22%	\$349,708	2,860,165	263,376	2,747,579	104.10%	22.5%	-4.0%
Oct	Aug	304,754	10%	\$304,754	3,164,919	254,657	3,002,236	105.42%	10.4%	-2.8%
Nov	Sep	325,921	4%	\$325,921	3,490,839	287,764	3,290,000	106.10%	4.5%	-2.1%

Fiscal Year 2023										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%

Fiscal Year 2024										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May	302,469	-2%	\$302,469	2,409,951	326,228	2,376,845	101.39%	-2.5%	6.6%
Aug	Jun	306,188	-8%	\$306,188	2,716,139	350,460	2,727,305	99.59%	-8.1%	4.7%
Sep	Jul	308,988	4%	\$308,988	3,025,128	311,308	3,038,613	99.56%	4.4%	4.7%
Oct	Aug	308,258	-8%	\$308,258	3,333,386	352,981	3,391,594	98.28%	-8.1%	3.4%
Nov	Sep					332,358	3,723,952			

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2024

Item 5.

001-GENERAL FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	8,985,666	9,092,373	(106,707)	610,069.99	610,069.99	0.00	8,482,303.01	6.71
LICENSES & PERMITS	268,410	268,410	0	18,795.41	18,795.41	0.00	249,614.59	7.00
USER & SERVICE CHARGES	102,500	103,250	(750)	5,028.00	5,028.00	0.00	98,222.00	4.87
FINES & FORFEITURES	284,000	294,000	(10,000)	26,893.17	26,893.17	0.00	267,106.83	9.15
OTHER REVENUE	550,950	565,950	(15,000)	27,784.26	27,784.26	0.00	538,165.74	4.91
GRANT AND CONTRIBUTION R	572,033	520,120	51,913	0.00	0.00	0.00	520,120.00	0.00
INTERGOVERNMENTAL REVENUE	875,783	1,567,641	(691,858)	25,178.00	25,178.00	0.00	1,542,463.00	1.61
TOTAL REVENUES	11,639,342	12,411,744	(772,402)	713,748.83	713,748.83	0.00	11,697,995.17	5.75
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,402	30,884	(482)	2,306.41	2,306.41	0.00	28,577.59	7.47
CITY MANAGER	394,511	422,786	(28,275)	11,464.38	11,464.38	0.00	411,321.62	2.71
CITY SECRETARY	224,494	251,461	(26,967)	12,151.46	12,151.46	0.00	239,309.54	4.83
HUMAN RESOURCE	34,725	100,395	(65,670)	3,199.16	3,199.16	0.00	97,195.84	3.19
MUNICIPAL COURT	163,474	177,937	(14,463)	10,062.32	10,062.32	0.00	167,874.68	5.65
TECHNOLOGY SERVICES	462,081	510,222	(48,141)	161,963.57	161,963.57	0.00	348,258.43	31.74
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	440,906	393,798	47,108	23,154.95	23,154.95	0.00	370,643.05	5.88
CITY HALL	207,520	548,378	(340,858)	1,287.54	1,287.54	0.00	547,090.46	0.23
POLICE	2,919,859	2,887,828	32,031	188,649.11	188,649.11	20,962.50	2,678,216.39	7.26
FIRE	2,162,555	2,146,503	16,052	130,254.28	130,254.28	0.00	2,016,248.72	6.07
ANIMAL CONTROL	246,085	256,834	(10,749)	17,056.48	17,056.48	20,651.70	219,125.82	14.68
CODE ENFORCEMENT/INSPECT	511,797	491,452	20,345	16,855.05	16,855.05	0.00	474,596.95	3.43
STREETS	2,897,645	3,097,966	(200,321)	69,393.85	69,393.85	66,564.99	2,962,007.16	4.39
PARKS & RECREATION	1,064,950	877,803	187,147	203,701.58	203,701.58	18,912.48	655,188.94	25.36
BAUER CENTER	335,464	315,614	19,850	11,031.63	11,031.63	0.00	304,582.37	3.50
NON-DEPARTMENTAL	680,027	866,703	(186,676)	371,311.18	371,311.18	0.00	495,391.82	42.84
TOTAL EXPENDITURES	12,776,495	13,376,564	(600,069)	1,233,842.95	1,233,842.95	127,091.67	12,015,629.38	10.17
REVENUES OVER/(UNDER) EXPENDITURES	(1,137,153)	(964,820)	(172,333)	(520,094.12)	(520,094.12)	(127,091.67)	(317,634.21)	67.08

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2024

Item 5.

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
TAXES									
411.01	PROPERTY TAXES-CURRENT	4,511,964	4,595,671 (	83,707)	245,830.14	245,830.14	0.00	4,349,840.86	5.35
411.02	PROPERTY TAXES-DELINQU	100,000	120,000 (	20,000)	9,604.96	9,604.96	0.00	110,395.04	8.00
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	309,583.57	309,583.57	0.00	3,414,368.43	8.31
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	0.00	0.00	62,000.00	0.00
413.02	ELECTRICAL FRANCHISE T	342,000	345,000 (	3,000)	35,446.56	35,446.56	0.00	309,553.44	10.27
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	147.78	147.78	0.00	31,852.22	0.46
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	0.00	0.00	50,000.00	0.00
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	6,521.32	6,521.32	0.00	122,228.68	5.07
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,935.66	2,935.66	0.00	32,064.34	8.39
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES		8,985,666	9,092,373 (	106,707)	610,069.99	610,069.99	0.00	8,482,303.01	6.71
LICENSES & PERMITS									
421.02	BUILDER LICENSES	7,000	7,000	0	1,100.00	1,100.00	0.00	5,900.00	15.71
422.01	ELECTRICAL PERMITS	25,000	25,000	0	500.00	500.00	0.00	24,500.00	2.00
422.02	BUILDING PERMITS	157,000	157,000	0	12,991.83	12,991.83	0.00	144,008.17	8.28
422.03	PLUMBING PERMITS	22,000	22,000	0	725.00	725.00	0.00	21,275.00	3.30
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	0.00	0.00	5,600.00	0.00
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	120.00	120.00	0.00 (	120.00)	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	100.00	100.00	0.00 (	100.00)	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	140.00	140.00	0.00	2,460.00	5.38
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	1,833.84	1,833.84	0.00	28,166.16	6.11
423.91	LAWN LIBRARY FEES	0	0	0	94.74	94.74	0.00 (	94.74)	0.00
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	1,160.00	1,160.00	0.00	5,950.00	16.32
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00	300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00	0.00	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	0.00	0.00	9,000.00	0.00
425.01	ANIMAL LICENSES & FEES	200	200	0	30.00	30.00	0.00	170.00	15.00
426.01	ALARM FEES	100	100	0	0.00	0.00	0.00	100.00	0.00
TOTAL LICENSES & PERMITS		268,410	268,410	0	18,795.41	18,795.41	0.00	249,614.59	7.00
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	4,950.00	4,950.00	0.00	95,050.00	4.95
435.07	BAYFRONT RENTALS	0	750 (	750)	0.00	0.00	0.00	750.00	0.00
439.01	POLICE SERVICES	2,000	2,000	0	78.00	78.00	0.00	1,922.00	3.90
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL USER & SERVICE CHARGES		102,500	103,250 (	750)	5,028.00	5,028.00	0.00	98,222.00	4.87

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2024

Item 5.

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
FINES & FORFEITURES									
441.01	PENALTIES & INTEREST	90,000	95,000 (	5,000)	7,643.32	7,643.32	0.00	87,356.68	8.05
441.02	TAX ATTORNEY FEES	45,000	50,000 (	5,000)	5,608.75	5,608.75	0.00	44,391.25	11.22
443.01	COURT FINES	120,000	120,000	0	11,197.87	11,197.87	0.00	108,802.13	9.33
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	1,230.11	1,230.11	0.00	12,769.89	8.79
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	352.58	352.58	0.00	4,647.42	7.05
449.02	ARREST FEES	10,000	10,000	0	860.54	860.54	0.00	9,139.46	8.61
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL FINES & FORFEITURES	284,000	294,000 (	10,000)	26,893.17	26,893.17	0.00	267,106.83	9.15
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	27,448.26	27,448.26	0.00	472,551.74	5.49
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02	PHOTO COPIES	500	500	0	12.00	12.00	0.00	488.00	2.40
459.05	DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	DONATIONS	0	0	0	300.00	300.00	0.00 (	300.00)	0.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.14	ABATEMENT REIMBURSEMEN	0	15,000 (	15,000)	0.00	0.00	0.00	15,000.00	0.00
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	24.00	24.00	0.00	9,976.00	0.24
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	550,950	565,950 (	15,000)	27,784.26	27,784.26	0.00	538,165.74	4.91
GRANT AND CONTRIBUTION R									
482.00	GRANT REVENUE	258,656	200,000	58,656	0.00	0.00	0.00	200,000.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.59	CALHOUN COUNTY-FIRE	240,577	247,320 (	6,743)	0.00	0.00	0.00	247,320.00	0.00
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	0.00	0.00	65,000.00	0.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
	TOTAL GRANT AND CONTRIBUTION R	572,033	520,120	51,913	0.00	0.00	0.00	520,120.00	0.00
INTERGOVERNMENTAL REVENUE									
492.01	XFER IN- 504 PORT COMM	51,181	22,321	28,860	1,860.08	1,860.08	0.00	20,460.92	8.33
492.02	XFER IN- 501 UTILITY F	1,135	494,588 (	493,453)	0.00	0.00	0.00	494,588.00	0.00
492.04	XFER IN- 503 BEACH FUN	6,157	9,201 (	3,044)	766.75	766.75	0.00	8,434.25	8.33
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	0.00	0.00	0.00	0.00
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARF FUND	531,846	770,917 (	239,071)	0.00	0.00	0.00	770,917.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	285,464	270,614	14,850	22,551.17	22,551.17	0.00	248,062.83	8.33
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	875,783	1,567,641 (	691,858)	25,178.00	25,178.00	0.00	1,542,463.00	1.61

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

Item 5.

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	11,639,342	12,411,744	(772,402)	713,748.83	713,748.83	0.00	11,697,995.17	5.75

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Item 5.

501-PUBLIC UTILITY FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	7,182,792	8,062,366	(879,574)	627,914.48	627,914.48	0.00	7,434,451.52	7.79
FINES & FORFEITURES	240,000	100,000	140,000	5,954.66	5,954.66	0.00	94,045.34	5.95
OTHER REVENUE	120,000	162,104	(42,104)	2,228.55	2,228.55	0.00	159,875.45	1.37
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	7,542,792	8,324,470	(781,678)	636,097.69	636,097.69	0.00	7,688,372.31	7.64
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	157,108	165,923	(8,815)	29,241.05	29,241.05	0.00	136,681.95	17.62
BILLING	416,963	454,258	(37,295)	21,267.40	21,267.40	28,482.10	404,508.50	10.95
MAINTENANCE	1,347,812	1,584,911	(237,099)	48,934.83	48,934.83	47,366.48	1,488,609.69	6.08
WASTEWATER TREATMENT	1,007,105	988,577	18,528	19,334.71	19,334.71	10,980.00	958,262.29	3.07
NON-DEPARTMENTAL	4,136,641	5,347,283	(1,210,642)	134,013.23	134,013.23	0.00	5,213,269.77	2.51
TOTAL EXPENDITURES	7,065,629	8,540,952	(1,475,323)	252,791.22	252,791.22	86,828.58	8,201,332.20	3.98
REVENUES OVER/(UNDER) EXPENDITURES	477,163	(216,482)	693,645	383,306.47	383,306.47	(86,828.58)	(512,959.89)	136.95-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Item 5.

501-PUBLIC UTILITY FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
<u>USER & SERVICE CHARGES</u>									
431.11	WATER-METERED	2,627,012	3,286,596 (	659,584)	255,834.27	255,834.27	0.00	3,030,761.73	7.78
431.12	WATER-BULK	0	0	0	0.00	0.00	0.00	0.00	0.00
431.13	WATER-METERED COUNTY	95,014	103,836 (	8,822)	8,196.87	8,196.87	0.00	95,639.13	7.89
431.21	SEWER RESIDENTIAL	1,567,373	1,567,373	0	133,373.61	133,373.61	0.00	1,433,999.39	8.51
431.22	SEWER COMMERCIAL	1,079,863	1,079,863	0	69,850.02	69,850.02	0.00	1,010,012.98	6.47
431.23	SEWER COUNTY	67,205	67,205	0	5,437.34	5,437.34	0.00	61,767.66	8.09
431.25	SEWER-LOW PRESSURE (LP	975	975	0	120.00	120.00	0.00	855.00	12.31
431.31	WASTE-GARBAGE COLLECTI	927,373	1,019,111 (	91,738)	83,758.52	83,758.52	0.00	935,352.48	8.22
431.32	SPRING CLEANUP	100,000	100,000	0	2,559.90	2,559.90	0.00	97,440.10	2.56
432.05	GBRA FEES	631,277	744,907 (	113,630)	61,738.95	61,738.95	0.00	683,168.05	8.29
432.11	WATER TAPS	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
432.21	SEWER TAPS	4,000	6,000 (	2,000)	0.00	0.00	0.00	6,000.00	0.00
432.60	DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61	SERVICE CALL FEES	1,200	5,000 (	3,800)	2,230.00	2,230.00	0.00	2,770.00	44.60
432.62	SERVICE TRANSFER FEES	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
432.63	SERVICE RECONNECTION F	60,000	60,000	0	4,680.00	4,680.00	0.00	55,320.00	7.80
432.64	SERVICE TEMP WATER	500	500	0	135.00	135.00	0.00	365.00	27.00
432.65	SALES TAX-GARBAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL USER & SERVICE CHARGES	7,182,792	8,062,366 (	879,574)	627,914.48	627,914.48	0.00	7,434,451.52	7.79
<u>FINES & FORFEITURES</u>									
442.01	LATE PAYMENT PENALTIES	90,000	100,000 (	10,000)	9,923.20	9,923.20	0.00	90,076.80	9.92
442.02	CONTRACT REVENUE	150,000	0	150,000 (	3,968.54)	(3,968.54)	0.00	3,968.54	0.00
	TOTAL FINES & FORFEITURES	240,000	100,000	140,000	5,954.66	5,954.66	0.00	94,045.34	5.95
<u>OTHER REVENUE</u>									
451.01	INTEREST INCOME	38,000	38,000	0	2,078.55	2,078.55	0.00	35,921.45	5.47
459.03	RETURNED CHECK FEE	1,000	1,000	0	150.00	150.00	0.00	850.00	15.00
459.04	BAD DEBT ACCOUNT COLLE	35,000	35,000	0	0.00	0.00	0.00	35,000.00	0.00
459.08	CCRWS-GBRA TRANSMISSI	43,000	85,104 (	42,104)	0.00	0.00	0.00	85,104.00	0.00
459.11	AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	120,000	162,104 (	42,104)	2,228.55	2,228.55	0.00	159,875.45	1.37
<u>GRANT AND CONTRIBUTION R</u>									
481.00	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00	GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>									
493.01	XFER IN- VARIOUS FUNDS	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02	XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>TOTAL REVENUES</u>									
		7,542,792	8,324,470 (781,678)	636,097.69	636,097.69	0.00	7,688,372.31	7.64

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Item 5.

101-HOTEL OCCUPANCY TAX FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	576,905	600,000 (	23,095)	0.00	0.00	0.00	600,000.00	0.00
OTHER REVENUE	14,500	15,000 (	500)	1,891.40	1,891.40	0.00	13,108.60	12.61
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	591,405	615,000 (	23,595)	1,891.40	1,891.40	0.00	613,108.60	0.31
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	638,804	785,214 (	146,410)	40,382.05	40,382.05	0.00	744,831.95	5.14
TOTAL EXPENDITURES	638,804	785,214 (	146,410)	40,382.05	40,382.05	0.00	744,831.95	5.14
REVENUES OVER/ (UNDER) EXPENDITURES	(47,399)	(170,214)	122,815 (38,490.65)	(38,490.65)	0.00 (131,723.35)	22.61

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Item 5.

503-BEACH OPERATING FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	230,000	235,000 (	5,000)	6,752.47	6,752.47	0.00	228,247.53	2.87
OTHER REVENUE	4,500	32,500 (	28,000)	2,636.13	2,636.13	0.00	29,863.87	8.11
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	234,500	267,500 (	33,000)	9,388.60	9,388.60	0.00	258,111.40	3.51
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	210,294	307,330 (	97,036)	17,970.28	17,970.28	0.00	289,359.72	5.85
TOTAL EXPENDITURES	210,294	307,330 (	97,036)	17,970.28	17,970.28	0.00	289,359.72	5.85
REVENUES OVER/(UNDER) EXPENDITURES	24,206 (39,830)	64,036 (8,581.68) (8,581.68)	0.00 (31,248.32)	21.55

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Item 5.

504-PORT & HARBORS FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	672,689	818,955	(146,266)	73,521.60	73,521.60	0.00	745,433.40	8.98
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	1,735.46	1,735.46	0.00	33,864.54	4.87
GRANT AND CONTRIBUTION R	1,200,000	550,000	650,000	25,200.00	25,200.00	0.00	524,800.00	4.58
INTERGOVERNMENTAL REVENUE	<u>12,215</u>	<u>116,184</u>	<u>(103,969)</u>	<u>116,184.00</u>	<u>116,184.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL REVENUES	1,921,004	1,521,239	399,765	216,641.06	216,641.06	0.00	1,304,597.94	14.24
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	135.44	135.44	0.00	1,286.56	9.52
CITY HARBOR	7,000	7,000	0	0.00	0.00	0.00	7,000.00	0.00
HARBOR OF REFUGE	330,000	200,000	130,000	0.00	0.00	0.00	200,000.00	0.00
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	35,000	(5,000)	0.00	0.00	0.00	35,000.00	0.00
OPERATIONS	<u>1,804,066</u>	<u>1,390,148</u>	<u>413,918</u>	<u>34,949.13</u>	<u>34,949.13</u>	<u>0.00</u>	<u>1,355,198.87</u>	<u>2.51</u>
TOTAL EXPENDITURES	2,183,488	1,644,570	538,918	35,084.57	35,084.57	0.00	1,609,485.43	2.13
REVENUES OVER/ (UNDER) EXPENDITURES	(262,484)	(123,331)	(139,153)	181,556.49	181,556.49	0.00	(304,887.49)	147.21-

COMMUNICATION

SUBJECT: Receive Victoria Economic Development Corporation (VEDC) Monthly Report

INFORMATION:

VEDC Update for Port Lavaca – October NOVEMBER COUNCIL MEETING

VEDC Staff has scheduled recurring monthly update meeting with City Manager.

Residential Incentives Draft

- Pending (still) – presented to Council on January 29th. The VEDC is waiting on the direction of the City Council.
- Residential Development – VEDC Staff meeting with Frank Alvarez (comptroller’s office) to better understand how to present the use of TIRZ and PID for development. We can schedule a presentation directly to council if desired.
- VEDC has a met with Stuart Lynn (Developer) to discuss housing development for Port Lavaca
- VEDC has spoken to other developers for housing needs in Port Lavaca

Marketing

- VEDC inquired about contracting Retail Strategies to recruit retailers. VEDC is updating the retail trade area data and will be provided to CM at next monthly meeting.
- VEDC has contracted with web developer for the Port Lavaca tab on the VEDC website. Should be completed no later than Oct. 31.
- Created one pager for retail marketing
- VEDC staff spoke to City Manager regarding Port Lavaca becoming a certified “Film Friendly City”. We can present the process to the council during a later meeting.
 - First steps required include:
 - VEDC Staff (the invitation will be extended to Tania French at the chamber, as well) to attend a workshop hosted by the state. THEY ARE WORKING ON SCHEDULING ONE IN THE FALL. The FF staff is supposed to contact VEDC staff to update on a date.
 - Will review updated forms with CM during the scheduled monthly meeting in November.

Business

- Working with a potential shoe retailer (consultant) looking to possibly have a location in Port Lavaca. Have followed up; waiting for an update.
- Having met with a consultant on August 23rd, CM and VEDC staff are working on an Economic Impact Analysis as it relates to Safe Harbor Refuge.
- VEDC staff met with CM on a marketing plan for vacant buildings/lots and other sites and will target those sites (next scheduled meeting). Will discuss at next monthly meeting with CM (November)
- VEDC staff will be attending retail attraction trade shows, effective 4th quarter 2024 (schedule will follow). Discuss what a “wish list” would be for retail.
- Working with Chamber to schedule meetings with business owners/ roundtable discussion. It was suggested we hold off for a couple of months due to a plethora of upcoming events.
- VEDC staff creating a list of retailers that fit the minimum criteria for the city size.

Projects

All projects discussed on August 12th are still active: (VEDC President will present a quarterly update when preferred date is given by CM)

- VEDC is working with a new DOW supplier that will have an economic impact, including some jobs, in the community.
- WGS is still a very active project. This would be at the ALCOA site and originally would result in 1,500 jobs.
- Project Lynas is still active
- 4 other (previously 3) large projects are being worked on in the region which will result in many jobs, if sites are selected. Everyone is still in the planning stages.

Other

- VEDC staff attended Sales Tax Workshop held in Austin
- VEDC will host the annual meeting on December 4 (Save the Date was emailed)– Members of Council and Commissioners are invited to attend

COMMUNICATION

SUBJECT: Ratify lease at Nautical Landings Suite 1D to Port Lavaca Plumbing, LLC

INFORMATION:

OFFICE LEASE AGREEMENT

DATE: November 1, 2024

LANDLORD: City of Port Lavaca, Texas, a Texas home rule municipality
202 N. Virginia
Port Lavaca, TX 77979

TENANT:

Company name & address: Port Lavaca Plumbing, LLC
106 South Commerce St., Suite 1-D
Port Lavaca, Texas 77979

Home office address: Same

Contact #'s & email: Marcus Matulik 361-676-2925

Local responsibility: same

Emergency contact: _____

PREMISES: SUITE 2 NAUTICAL LANDINGS BUILDING

Approximate square feet: 268 square feet (205 sf Suite + 63 sf closet)
Name of Building: Nautical Landings
Street address/suite: Suite 1-D + closet
City, state, zip: Port Lavaca, Texas 77979

Term (months): 12 with one (1) year option to extend upon 90 days advance written notice*

Commencement Date: November 1, 2024

Termination Date: October 31, 2025 (*ref. Section E Special Provisions)

Monthly payments due:

Premises lease at \$1.25/sf:	\$335.00
Restroom/breakroom/Janitorial:	\$140.00
Trash Service:	<u>\$ 30.00</u>
Subtotal rent:	\$505.00
Electricity:	\$160.00
Water/sewer/GBRA fee:	<u>\$ 25.00</u>
Total monthly rent payment:	\$690.00

Rent shall be adjusted on October 1st each year by the increase of the Municipal Cost Index as of the latest date it was published prior to October 1st. City may give a courtesy notice of any increase annually, however failure to give such notice does not relieve Tenant of the obligation to pay such increases.

Permitted Use: Business Office establishment

Tenant's Electricity Share: \$160/month (*ref Section B.1.g.i*)

Tenant's Water/Sewer/GBRA raw water fee Share: \$25/month (*ref Section B.1.g.ii*)

Tenant's Use of Restroom/Breakroom and Janitorial Services for same: \$140/month (*ref Section B.1.g.iii*)

Tenant's Trash Disposal Service Share: \$30/month (*ref Section B.1.g.iv*)

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant.

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" means 8:00 A.M. to 6:00 P.M. Monday through Friday, except holidays.

A.3. "Common Areas" means all facilities and areas of the Building and Parking Facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. "Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric current for normal office machines and the Building's standard lighting reasonable for the Permitted Use; and (d) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

A.5. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability

insurance Tenant is required to maintain.

A.6. "Parking Facility" means the common area parking located on the Premises.

A.7. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to -

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, without demand, on the first day of the month, the Base Rent to Landlord at Landlord's Address.

B.1.e. Pay a late charge of 10 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.g.i. **Electricity service:** Tenant shall reimburse Landlord directly for its electric service with a monthly sum of **\$160.00**, being a mutually agreed upon estimate of the average cost of electricity used monthly, based upon an energy rate of **\$0.06287/kWh**. Such payment for electricity is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the energy rate being paid by Landlord.

B.1.g.ii. **Water and Sewer service and GBRA fee:** Tenant shall reimburse Landlord directly for its water and sewer service with a monthly sum of **\$25.00**, being a mutually agreed upon estimate of the average cost of water and sewer services used monthly, based upon the water and sewer rates in effect on the beginning date of this lease. Such payment for water and sewer service is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the water and sewer rate being

paid by Landlord.

B.1.g.iii. **Janitorial services for and use of restrooms/breakroom:** Tenant shall reimburse Landlord directly for janitorial services for and use of the restrooms and breakroom with a monthly sum of **\$140.00**, being a mutually agreed upon compensation for these services. Such payment for these services is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the cost of janitorial services paid by Landlord.

B.1.g.iv. **Trash Disposal:** Tenant shall reimburse Landlord directly for trash disposal services (use of dumpster) with a monthly sum of **\$30.00**, being a mutually agreed upon compensation for these services. Such payment for these services is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the cost of trash disposal service services paid by Landlord.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.k. Vacate the Premises and return all keys to the Premises on the last day of the Term.

***B.1.l.* INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS.**

B.2. Tenant agrees not to -

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums, or void insurance on the Building.

B.2.f. Change Landlord's lock system.

B.2.g. Alter the Premises.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

B.2.j. Smoking, vaping, and/or chewing tobacco products on the Premises or in the common area is strictly prohibited.

C. Landlord's Obligations

C.1. Landlord agrees to -

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

C.1.e. TO THE EXTENT ALLOWED BY TEXAS LAW, BUT NOT OTHERWISE, INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE**

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C.2. Landlord agrees not to -

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord and must be ADA compliant. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Signage. Landlord shall allow Tenant to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises.

D.3. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.4. Insurance. Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

D.5. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY

INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.6. Casualty/Total or Partial Destruction

D.6.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.6.b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.6.a. above.

D.6.c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.7. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and either sue for Rent as it accrues or accelerate all rent due under this lease and sue; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.15. Venue. Exclusive venue is in the county in which the Premises are located.

D.16. Entire Agreement. This lease, its exhibits, addenda and riders, are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.17. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.18. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER

KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.19. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

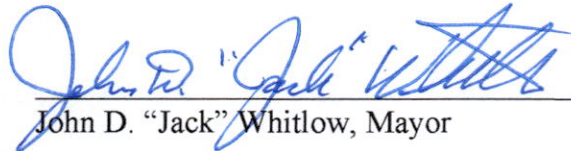
D.20. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.21. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

E. Special Provisions

Tenant shall have the right with ninety (90) days advance written notice to City to exercise a single one (1) year option to extend the lease until October 31, 2026, however City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and thereby give notice to terminate the lease at the end of the current term, being October 31, 2025. If the one-year option is exercised, the Rent shall be adjusted on October 1, 2026 by the increase of the Municipal Cost Index as of the latest date it was published prior to October 1st. City may give a courtesy notice of any increase, however failure to give such notice does not relieve Tenant of the obligation to pay such increases.

City of Port Lavaca, Texas,
a Texas Home Rule Municipality



John D. "Jack" Whitlow, Mayor

(TENANT)



Printed Name: Marcus Matulik

COMMUNICATION

SUBJECT: Ratify lease at Nautical Landings Suite 5 to Bay Ltd

INFORMATION:

OFFICE LEASE AGREEMENT

DATE: November 1, 2024

LANDLORD: City of Port Lavaca, Texas, a Texas home rule municipality
202 N. Virginia
Port Lavaca, TX 77979

TENANT:

Company name & address: Bay Ltd.
1414 Valero Way
Corpus Christi, Texas 78409

Home office address: Same

Contact #'s & email: Robert Rickett
Rickettr@bayltd.com 361.693.2100

Local responsibility: Trevor Schineman 361-553-4456 SchinemanT@bayltd.com
Ronald Terry 361-251-8072 cell; 361-693-2100 office

Emergency contact: any of the above

PREMISES: SUITE 5 NAUTICAL LANDINGS BUILDING

Approximate square feet: 1160 square feet
Name of Building: Nautical Landings
Street address/suite: Suite 5
City, state, zip: Port Lavaca, Texas 77979

Term (months): 12 with one (1) year option to extend upon 90 days advance written notice*

Commencement Date: November 1, 2024

Termination Date: October 31, 2025 (*ref. Section E – Special Provisions)

Monthly payments due:

Premises lease at \$1.25/sf: \$1,450.00
Trash Service: \$ 30.00
Subtotal Rent: \$1,480.00
Electricity: \$ 240.00
Water/sewer/GBRA fee: \$ 50.00

TOTAL Rent (monthly): **\$ 1,770.00**

Rent shall be adjusted on October 1st each year by the increase of the Municipal Cost Index as of the latest date it was published prior to October 1st. City may give a courtesy notice of any increase annually, however failure to give such notice does not relieve Tenant of the obligation to pay such increases.

Permitted Use: Business Office establishment

Tenant's Electricity Share: \$240/month (*ref Section B.1.g.i*)

Tenant's Water/Sewer/GBRA raw water fee Share: \$50/month (*ref Section B.1.g.ii*)

Tenant's Trash Disposal Service Share: \$30/month (*ref Section B.1.g.iii*)

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant.

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" means 8:00 A.M. to 6:00 P.M. Monday through Friday, except holidays.

A.3. "Common Areas" means all facilities and areas of the Building and Parking Facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. "Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric current for normal office machines and the Building's standard lighting reasonable for the Permitted Use; and (d) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

A.5. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.6. "Parking Facility" means the common area parking located on the Premises.

A.7. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to -

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, without demand, on the first day of the month, the Base Rent to Landlord at Landlord's Address.

B.1.e. Pay a late charge of 10 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.g.i. **Electricity service:** Tenant shall reimburse Landlord directly for its electric service with a monthly sum of **\$240.00**, being a mutually agreed upon estimate of the average cost of electricity used monthly, based upon an energy rate of **\$0.06287/kWh**. Such payment for electricity is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the energy rate being paid by Landlord.

B.1.g.ii. **Water/Sewer service and GBRA raw water fee:** Tenant shall reimburse Landlord directly for its water and sewer service and GBRA raw water fee with a monthly sum of **\$50.00**, being a mutually agreed upon estimate of the average cost of water and sewer services and GBRA raw water fee used monthly, based upon the water, sewer, and GBRA raw water fee rates in effect on the beginning date of this lease. Such payment for water and sewer service and GBRA raw water fee is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the water, sewer, and GBRA raw water fee rate being paid by Landlord.

B.1.g.iii. **Trash Disposal:** Tenant shall reimburse Landlord directly for trash disposal services (use of dumpster) with a monthly sum of **\$30.00**, being a mutually agreed upon compensation for these services. Such payment for these services is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the cost of trash disposal service services paid by Landlord.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.k. Vacate the Premises and return all keys to the Premises on the last day of the Term.

***B.1.l.* INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS.**

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B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums, or void insurance on the Building.

B.2.f. Change Landlord's lock system.

B.2.g. Alter the Premises.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent. Any assignment shall be void and of no effect. If City does consent to an assignment, Tenant shall not be relieved of any responsibility under this Lease.

B.2.j. Smoking, vaping, and/or chewing tobacco products on the Premises or in the common area is strictly prohibited.

C. Landlord's Obligations

C.1. Landlord agrees to -

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

C.1.e. TO THE EXTENT ALLOWED BY TEXAS LAW, BUT NOT OTHERWISE, INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.**

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Landlord before Landlord completes Landlord's restoration obligations.

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D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and either sue for Rent as it accrues or accelerate all rent due under this lease and sue; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.15. Venue. Exclusive venue is in the county in which the Premises are located.

D.16. Entire Agreement. This lease, its exhibits, addenda and riders, are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.17. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.18. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.19. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

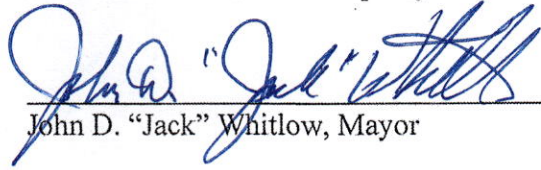
D.20. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.21. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

E. Special Provisions

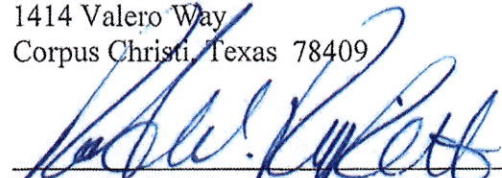
Tenant shall have the right with ninety (90) days advance written notice to City to exercise a single one (1) year option to extend the lease until October 31, 2026, however City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and to terminate the lease at the end of the current term, being October 31, 2025. If the one-year option is exercised, the Rent shall be adjusted on October 1, 2026 by the increase of the Municipal Cost Index as of the latest date it was published prior to October 1st. City may give a courtesy notice of any increase, however failure to give such notice does not relieve Tenant of the obligation to pay such increases.

City of Port Lavaca, Texas,
a Texas Home Rule Municipality



John D. "Jack" Whitlow, Mayor

Bay Ltd.
1414 Valero Way
Corpus Christi, Texas 78409



Robert Rickett, Lease Property Manager

COMMUNICATION

SUBJECT: Receive quarterly Financial Investment Report for July 01, 2024 to September 30, 2024

INFORMATION:

City of Port Lavaca
 Quarterly Investment Report
 7/1/2024 - 9/30/2024

Purchase Date	Maturity Date/Days	CUSIP	% of Portfolio	Security or Type	Principal	Interest	6/30/2024	9/30/2024	Yield	Bench Mark 6 mo. T-Bill	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
			5%	<u>Demand Deposits</u>											
N/A	N/A			Payroll First National Bank		\$ 8,333	\$ 9,720	0.0000%		\$ 9,720	\$ 9,720				\$ -
N/A	N/A			Pooled Cash First National Bank		\$ 3,452,427	\$ 1,681,417	1.5000%		\$ 1,681,417	\$ 1,681,417				\$ 11,361
N/A	N/A			Fireman's Retirement First National Bank		\$ 50	\$ 50	0.0000%		\$ 50	\$ 50				\$ -
N/A	N/A			Checking First National Bank		\$ -	\$ -	0.0000%		\$ -	\$ -				\$ -
N/A	N/A			Events First National Bank		\$ 1	\$ 1	0.0000%		\$ 1	\$ 1				\$ -
N/A	N/A			Parks Donation First National Bank		\$ 5,000	\$ 5,000	0.0000%		\$ 5,000	\$ 5,000				\$ -
			95%	<u>Local Government Investment Pools</u>											
N/A	48 *			Consolidated Cash Logic		\$ 12,272,828	\$ 12,539,225	5.2340%	4.2300%	\$ 12,539,225	\$ 12,537,444				\$ 166,397
N/A	48 *			Series 2022 Capital Projects Logic		\$ 6,021,711	\$ 5,096,883	5.2340%	4.2300%	\$ 5,096,883	\$ 5,096,159				\$ 75,172
N/A	48 *			Series 2024 Capital Projects Logic		\$ 14,198,535	\$ 14,390,458	5.2340%	4.2300%	\$ 14,390,458	\$ 14,388,415				\$ 191,923
Total Investments						\$ 35,958,885	\$ 33,722,754	1.9304%	Average	\$ 33,722,754	\$ 33,718,206	\$ -			\$ 444,853

* Weighted Average Maturity

Total Interest for July 1, 2024 through September 30, 2024

These Investments are in compliance with the City of Port Lavaca's Investment Policy.

 10/16/24
 Britney Hogan
 Finance Director
 Date

COMMUNICATION

SUBJECT: Consider Resolution No. R-111324-1 of the City of Port Lavaca the hiring of Bickerstaff Heath Delgado Acosta LLC (BHDA) of Austin, Texas as Bond Counsel on a Contingency Fee basis. Presenter is Jody Weaver

INFORMATION:

NOTICE FOR HIRING BOND COUNSEL

The City of Port Lavaca (“City”) will be considering the approval of a contingent fee contract for legal services (“Legal Services Contract”) at the regular meeting of the City Council to be held on November 13, 2024, at 5:30 p.m., at the City Council Chambers, 202 N. Virginia St., Port Lavaca, Texas. The approval of the Legal Services Contract will be considered in connection with the City’s sale and issuance of public securities, including the proposed issuance of certificates of obligation in connection with certain Texas Water Development Board financing for the expansion of the City’s Lynn’s Bayou Treatment Plant, (the “Obligations”). The City intends to select the law firm of Bickerstaff Heath Delgado Acosta LLP (“BHDA”) to serve as the City’s bond counsel in connection with the sale and issuance of such Obligations (the “Issuance”).

BHDA has demonstrated that it has the competence, qualifications, and experience required to serve as the City’s bond counsel in connection with the sale and issuance of public securities. BHDA has successfully represented Texas local governments as bond counsel in connection with Issuance, for over 30 years. BHDA has served as bond counsel to the City since 2003.

Attorneys that represent local governments in transactions such as the Issuance typically are bond counsel recognized for their work in the specialized area of public finance. The City’s successful sale and issuance of public securities, such as those anticipated to be issued in connection with the Issuance, will require the preparation of numerous transactional documents, the compilation of those documents into a transcript, and obtaining the approval of the Attorney General of the State of Texas for the sale of any public securities, as well as other procedural steps. The City does not have any attorneys on staff that have the specialized experience required for a successful sale of public securities related to the Issuance.

Each sale of public securities by a local government presents a unique set of legal issues, and bond counsel traditionally bills for services on a contingent fee basis. Because bond counsel services are based on a fixed contingency rate, the City can know with certainty the precise amount of the fees before the sale of the public securities, and therefore, can more easily budget and plan for the use of the proceeds.

For the preceding reasons, entering into a contingent fee contract for bond counsel services with BHDA is in the best interest of the residents of the City.

November 13, 2024

The Honorable Jack Whitlow
Mayor of the City of Port Lavaca
202 North Virginia
Port Lavaca, TX 77979

RE: Bond Counsel Agreement

Dear Mayor Whitlow:

This letter is submitted to state our fees and describe the legal services that we will provide in performing the duties of bond counsel for the City of Port Lavaca (the "City") in connection with the issuance of public securities by the City pertaining to certain Texas Water Development Board financing for the expansion of the City's Lynn's Bayou Treatment Plant (the "Obligations") (the "Obligations") or other financing, as may be assigned to the firm by the City from time to time during the term of this agreement.

SERVICES

Generally, we will perform all usual and necessary legal services as bond counsel in connection with the authorization, issuance, and delivery of the Obligations. Specifically, we will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of the Obligations, including the following:

1. Prepare all resolutions, orders, notices and other instruments pursuant to which the Obligations will be authorized, issued, delivered and secured, including election proceedings, if necessary, in cooperation and upon consultation with the City Council, their consultants, and other legal and financial advisors and consultants of the City.
2. If the Obligations are a refunding issue, prepare documents establishing the escrow agreement with the escrow agent.
3. If an election is required, prepare documents for calling the bond election.
4. Attend meetings of the City Council with reference to the authorization and issuance of the Obligations to the extent required or requested.
5. Cooperate with the City Council and all other interested parties in the sale of the Obligations to the purchasers.

6. Submit the bond transcript to the Attorney General for approval and obtain the registration of the Obligations by the Comptroller of Public Accounts of the State of Texas as required by law.

7. Supervise the execution of the Obligations and the delivery thereof to the purchasers.

8. Prepare documents for closings, provide instructions and advice for closings, and attend closings.

9. When the Obligations are issued, we will give our approving opinion covering the validity of the Obligations, the status of the refunded obligations, if any, and the exemption of interest from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

COMPENSATION

The fee covering the legal services of this firm, as bond counsel, for the issuance of the Obligations, is as follows:

New Money Obligations

\$12,000 for the first million dollars of Obligations; and
\$1.00 per \$1,000 of Obligations over \$1 million.

\$12,000 minimum fee.

Refunding Obligations

\$13,000 for the first million dollars of Obligations; and
\$1.00 per \$1,000 of Obligations over \$1 million.

\$13,000 minimum fee.

Also, we would expect to be reimbursed for our actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of such Obligations, *i.e.*, travel, overnight delivery service, photocopies, outgoing facsimile transmissions, courier, Form 8038-G preparation, and the Attorney General's filing fee. Our standard terms of engagement and a list of client costs advanced are enclosed.

Our fees and expenses in connection with the issuance of the Obligations will be payable at the time of the delivery of and payment for the Obligations, but our fees for these services are wholly contingent upon actual issuance of the Obligations. Should the Obligations not be issued, the City would be responsible only for payment of the costs of any newspaper publications or translation services incurred.

LIMITATION OF REPRESENTATION

The foregoing legal services as bond counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities laws and the various state securities laws, and this is to state that our engagement is not that broad. We will, however, provide assistance to the City in identifying what the City's responsibility is in meeting its continuing disclosure responsibilities.

Your financial advisor will be responsible for the preparation of an Official Statement or any other disclosure document with respect to the Obligations. While we are not responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, our responsibility will include the preparation or review of any description within the Official Statement of: (i) federal law pertinent to the validity of the Obligations and the tax treatment of interest paid on the Obligations, (ii) the terms of the Obligations, and (iii) our opinion.

The fees discussed herein do not apply in litigation work in reference to the Obligations or matters separate from that actual issuance of debt. The scope of any litigation representation or other work assigned by the City and the rates and fees in respect to these services shall be agreed upon between the City and the undersigned prior to the initiation of services and will be billed monthly.

CANCELLATION OF AGREEMENT

The agreement may be terminated by either the firm or the City at any time on 30 days' written notice to the other party.

[The remainder of this page intentionally left blank.]

ACCEPTANCE

If the arrangement proposed herein is satisfactory, please indicate the City's acceptance by signing the acceptance clause below and return one copy of this letter to the undersigned.

Respectfully submitted,

BICKERSTAFF HEATH DELGADO ACOSTA LLP

Gregory D. Miller

ACCEPTED this the ____ day of _____ 2024.

CITY OF PORT LAVACA, TEXAS

By: _____

Name: The Honorable Jack Whitlow

Title: Mayor

STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees For Legal Services

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified.

3. Other Charges

All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. We have enclosed a description of the most common expenses.

4. Billing Procedures and Terms of Payment

Our fee is contingent upon the closing and delivery of the obligations.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we are not obligated to do so, and we hereby expressly disclaim any responsibility or liability for failure to do so. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Travis City, Texas, United States of America.

8. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

Client Costs Advanced **Bickerstaff Heath Delgado Acosta LLP**

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client-specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long-distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for the pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44-inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

RESOLUTION NO. R-111324-1

RESOLUTION AUTHORIZING HIRING OF BOND COUNSEL ON A CONTINGENCY FEE BASIS

THE STATE OF TEXAS §
COUNTY OF CALHOUN §
CITY OF PORT LAVACA §

WHEREAS, City of Port Lavaca, Texas ("City") has a substantial need for legal services in connection with the issuance of public securities or the administration of its affairs that pertain to the issuance of public securities or the administration of its affairs pertaining to the issuance of public securities as contemplated by Tex. Govt. Code Section 1201.027 in connection with certain Texas Water Development Board financing for the expansion of the City’s Lynn’s Bayou Treatment Plant (the "Obligations"); and

WHEREAS, the legal services cannot be adequately performed by the attorneys and supporting personnel of the City because the issuance of Obligations by the City requires specialized skills and experience and the services of a firm that is nationally recognized as bond counsel who can opine on the validity and appropriateness of the Obligations, when issued; and

WHEREAS, the services required are not typically available and cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because such a contract would require the City to incur costs and expenses which would need to be borne even if the City ultimately determined not to issue Obligations. The nature of the bond counsel engagement with Bickerstaff Heath Delgado Acosta LLP of Austin, Texas ("BHDA"), is feasible only because BHDA is agreeing to provide the services on a contingent fee basis and thus bears the risk if the City ultimately determined that it was not practical or feasible to issue the Obligations; and

WHEREAS, absent the issuance of Obligations, the City does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

WHEREAS, the City, by and through its City Council (the "City Council") and pursuant to all relevant authority, desires to retain and acquire legal counsel and the professional legal services of BHDA regarding the City's sale and issuance of public securities as contemplated by the requirements of Subchapter C of Chapter 271 of the Texas Local Government Code, which is further described in the attached **Exhibit 1**; and

WHEREAS, the City Council has duly posted written notice of its consideration of the decision to hire BHDA in accordance with Section 2254.2036 of the Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS THAT the City Council, for and on behalf of the City and in the public interest, hereby makes the following findings, which incorporate each of the preceding recitals as if fully stated below, and orders and approves the following:

- (1) It is necessary, proper, and advisable for the City and City Council to be represented by BHDA regarding the City's sale and issuance of public securities due to the legitimate and principal interests of the City and the public as herein described.
- (2) BHDA is hereby retained by the City Council on behalf of the City and is formally engaged to provide legal counsel and related professional and personal services pursuant to and described in the contract for legal services ("Engagement Agreement") in connection with City's sale and issuance of public securities, said agreement being approved in substantially the form attached hereto as **Exhibit 1**.
- (3) The Mayor is authorized and directed to execute the Engagement Agreement on behalf of the City.
- (4) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this resolution.
- (5) This resolution shall take effect immediately from and after its passage and enactment.
- (6) All preliminary recitals of this resolution and all attached documents are incorporated by reference as findings of the City Council.
- (7) This resolution was considered and approved at a meeting held in compliance with the Open Meetings Act, Chapter 551, Texas Government Code.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

[CITY SEAL]

[SIGNATURE PAGE – HIRING RESOLUTION]

EXHIBIT 1

(Engagement Agreement for Legal Services)

COMMUNICATION

SUBJECT: Consider Resolution No. R-111324-2 of the City of Port Lavaca authorizing publication of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation for Capital Improvement Project: Expansion of the Lynn 's Bayou Wastewater Treatment Plan, including the Design, Engineering, Planning, Equipping, Constructing, Improving, Renovating, Updating and Expansion of the treatment plant, being identified as Texas Water Development Board Project No. 73963. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-111324-2
RESOLUTION AUTHORIZING PUBLICATION
OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTY OF CALHOUN §
CITY OF PORT LAVACA §

WHEREAS, the City Council of the City of Port Lavaca, Texas (the “City Council”) deems it advisable to give notice of intention to issue combination tax and surplus revenue certificates of obligation of said City, as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. FORM OF NOTICE. Attached hereto and marked Exhibit “A” is a form of Notice of Intention to Issue Combination Tax and Surplus Revenue Certificates of Obligation, the form and substance of which are hereby adopted and approved.

Section 2. PUBLICATION OF NOTICE. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Subchapter C of Chapter 2051, Texas Government Code, of general circulation in said City once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

Section 3. POSTING OF NOTICE ON WEBSITE. Further, said Notice shall be posted in substantially the form attached hereto continuously on the City’s website for at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

[CITY SEAL]

Exhibit “A”

**NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Port Lavaca, Texas, will convene at the City Council Chambers, 202 N. Virginia St., Port Lavaca, Texas at 6:30 p.m. on January 13, 2025 and, during such meeting, the City Council will consider passage of an ordinance and take such other actions as may be deemed necessary to authorize the issuance of combination tax and surplus revenue certificates of obligation in an aggregate principal amount not to exceed \$2,000,000 for the purpose of paying contractual obligations of the City to be incurred for the expansion of the City of Port Lavaca’s Lynn’s Bayou Wastewater Treatment Plant the (“Treatment Plant”), including the Design, Engineering, Planning, Equipping, Constructing, Improving, Renovating, Updating of the Treatment Plant and the development of specifications and bidding for the services to be provided in connection with and related to such expansion, being identified as Texas Water Development Board Project No. 73963, and the payment of professional services and costs of issuance related thereto. The certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limits prescribed by law, upon all taxable property within the City and a limited pledge (not to exceed \$1,000) of the surplus revenues of the City’s Waterworks and Sewer System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code, Section 271.041, et seq.

As further required by Local Government Code Section 271.049(b)(4), the following additional information is provided:

- (A) The current principal of all outstanding debt obligations of the City is \$21,430,000.
- (B) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$32,099,535.
- (C) The maximum principal amount of the certificates to be authorized is \$2,000,000.
- (D) The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is approximately \$3,612,300.
- (E) The maximum interest rate for the certificates may not exceed the maximum legal interest rate.
- (F) The maximum maturity date of the certificates to be authorized is September 1, 2054.

Pursuant to Texas Local Government Code Section 271.049(c), an election on the question of the issuance of the certificates will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the certificates, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the certificates, the City may not issue the certificates unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Chapter 1251, Government Code.

/s/ Jack Whitlow

Mayor, City of Port Lavaca, Texas

COMMUNICATION

SUBJECT: Consider Resolution No. R-111324-3 of the City of Port Lavaca expressing intent to Finance Expenditures to be incurred by the City of Port Lavaca's Lynn's Bayou Wastewater Treatment Plan, Texas Water Development Board Project No. 73963. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-111324-3

**RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES
TO BE INCURRED BY THE CITY OF PORT LAVACA, TEXAS**

WHEREAS, the City of Port Lavaca, Texas (the “Issuer” or “City”) is a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, and other provisions, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”) pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition of the equipment listed on Exhibit “A” attached hereto;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the projects listed on Exhibit “A” attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit “A” attached hereto.

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

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that are 60 days prior to the date hereof and that are to be paid in connection with the acquisition of the equipment listed on Exhibit “A” attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. Section 1.150-2 and Section 1201.042, Texas Government Code.

Section 3. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the project listed on Exhibit “A” attached hereto will not exceed \$2,000,000.

Section 4. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the project is a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit “A” that at least five years are necessary to complete the project in which event the maximum reimbursement period is five years after the date of the original expenditure.

ADOPTED this 13th day of November, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

[CITY SEAL]

EXHIBIT “A”**DESCRIPTION OF PROJECTS**

Paying contractual obligations of the City to be incurred for the expansion of the City of Port Lavaca’s Lynn’s Bayou Wastewater Treatment Plan, including the Design, Engineering, Planning, Equipping, Constructing, Improving, Renovating, Updating and Expansion of the treatment plant, being identified as Texas Water Development Board Project No. 73963, and the payment of professional services, costs to be incurred for developing specifications, and costs of issuance related thereto.

The City reasonably expects that the original expenditures from the projects will be paid from the City’s Public Utility Fund.

The City intends to reimburse such expenditures with the proceeds of certificates of obligation to be issued in an amount not to exceed \$2,000,000.

COMMUNICATION

SUBJECT: Consider the request of Project 15 Car Club for the use of the Bayfront Peninsula Park Pavilion for a free to the community Thanksgiving Dinner on Saturday, November 23, 2024 and waiver of any fees related to this event. Presenter is Tania French

INFORMATION:

COMMUNICATION

SUBJECT: Consider an amendment to the Events Management and Communications contract with the Chamber of Commerce. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 13, 2024**AGENDA ITEM: 5****DATE:** 11.07.2024**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT:** AMENDMENT 1 to the Event Management/Marketing/Communications Service Agreement

As discussed by Council at the October regular meeting during the discussion of the rent amount for the Something More Media Lease, we are proposing an Amendment to the **Event Management/Marketing/Communications Services Agreement** with the Chamber of Commerce to increase the compensation for these services by \$160.00 per month to cover the increased cost for rental of the office space used in part by the Chamber's consultant (Tania French) in providing the services of the agreement.

The current contract amount is \$90,000, so the proposal is to amend the last sentence of Item 2 to reflect a total annual compensation of $\$90,000 + 160 \times 12 = \$91,920.00$.

AMENDMENT 1

to

EVENT MANAGEMENT/MARKETING/COMMUNICATIONS SERVICES AGREEMENT
FY 2023-2024 and FY 2024-2025

Effective October 1, 2024, the compensation for the services described under the terms of this agreement shall be increased by \$160.00 per month to cover the increased cost for rental of the office space in Nautical Landings that is used in part by the consultant of the Chamber of Commerce in providing the services of this agreement.

Therefore, the last sentence of Item 2 of the agreement shall be amended to read as follows:

The City agrees that for the above described services performed by Chamber, the City shall pay a sum of **\$91,920.00**, paid in three (3) installments payable on January 1st, May 1st and September 1st.

CITY OF PORT LAVACA

CHAMBER OF COMMERCE

By: _____
Jack Whitlow, Mayor

By: _____
Jay Cuellar, Chamber President

Date: _____

Date: _____

ATTEST:

Mandy Grant, City Secretary

EVENT MANAGEMENT/MARKETING/COMMUNICATIONS
SERVICES AGREEMENT
FY 2023-2024 and FY 2024-2025

This Service Agreement is executed by and between the City of Port Lavaca, Texas, a municipal corporation (hereinafter the "City") and the Port Lavaca Chamber of Commerce, a private Texas nonprofit corporation (hereinafter called the "Chamber").

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

1. Description of Services

Chamber agrees to provide the following professional services to the City:

a. Event Management

- Chamber agrees to provide event management services, leadership, negotiations, marketing and follow-up reporting of events.
- Event management services shall encompass coordination between the designated "Events Committee"¹, volunteers, and City staff.
- Event manager shall oversee pre-event planning, production, arrangement of service providers, securing of performers, communication with hotels, sponsorship, marketing of events, and any other actions needed to make each event successful.
- Event Manager will assist in the coordination between the City staff/resources and other entities, for events where the City has agreed to participate in, such as Main Street, Inc. events and Juneteenth celebration.
- Event Manager will submit a proposed Event calendar and budget to council for approval each year in conjunction with the fiscal year budgeting cycle.
- Event Manager will submit a written report of prior year activities to City Manager to be presented to Council on an annual basis.
- Event Manager, or qualified designee, will be on-site during all events to include:
 - Iguana Fest
 - Star Spangled Bay Bash
 - Bayfront Summer Concert Series
 - Movies in the Park
 - Flip Flop Festival
 - Monster Mash
 - Christmas at the Bayfront/Parade
 - Other City Events as Budgeted and Approved by City Council

b. Marketing

Chamber agrees to function as the marketing arm of the City and will provide advertising placement and design services. Chamber will coordinate advertising placement with City Manager, or designee, and will include the following media as budgeted by Council:

- Billboards
- Radio
- Television
- Print
- Social Media
- Press Releases
- Media Communications

c. Communications

- Chamber agrees to provide services as the Communications Officer of the City of Port Lavaca.
- As such, the Chamber will develop internal and external communications and assist managing citizen participation initiatives.
- The Communications Officer will oversee media relations, the City's website, social media, newsletters, etc.
- The Communications Officer will report directly to the City Manager and attend department head meetings, City Council Meetings, preconstruction and planning meetings for capital improvement projects, and other meetings as directed by the City Manager.
- The Communications Officer will meet regularly with the City Manager to remain informed of activities and actions of the City Council and City.
- The Communications Officer will work with the City Manager and staff to develop creative concepts to provide effective communication and outreach about the actions of the City Council and City operations.

2. Term and Payment

The term of this Agreement shall commence upon execution by signature of the Mayor, attested by the City Secretary, and the Chair of the Board of Directors for the Chamber. This Agreement shall remain in effect through September 30, 2025, unless sooner terminated under the terms therein. The City agrees that for the above described services performed by Chamber, the City shall pay a sum of \$90,000.00, paid in three (3) installments payable on February 1st, May 1st and September 1st.

3. Contracts

The City and Contractor agree that in no event shall the City be liable for any contracts made by Chamber with any person, firm, corporation, association, or governmental body, outside of this agreement.

4. Liability

The City and Contractor agree that in no event shall the Chamber be Liable for any damages, injuries, or losses charged to or adjudged against the City arising from the maintenance of city-owned event venues. It is agreed that maintenance of said facilities/buildings is the responsibility of the City. Chamber assumes no liability for city-owned real or personal property.

5. Email address:

The City will provide a *.portlavaca.org email address for use by the Communications Officer while performing the services of this agreement.

6. Annual Appropriations

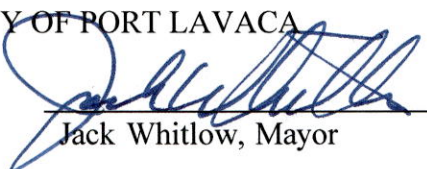
The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and that each fiscal year's funding must be included in the budget for that year and is not effective until so approved by the City Council.

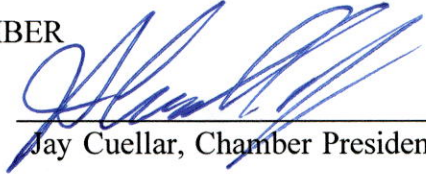
7. Termination

If through any cause, Chamber shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Chamber shall violate any term of this Agreement, the City shall thereupon notify Chamber of the deficiency in writing and Chamber shall be given sixty (60) days to resolve said deficiency. If Chamber fails to resolve after said time, City shall have the right to terminate this Agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished documents prepared by Chamber under this Agreement shall, at the option of the City, become their property, and the Chamber shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

¹ Events Committee shall be comprised of the following members:

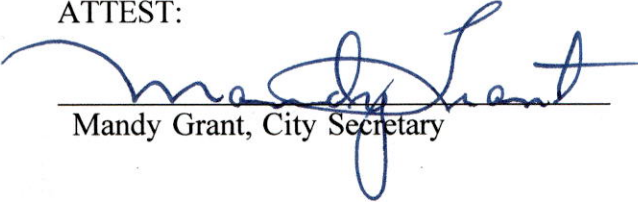
- Events Coordinator - Chair
- City Finance Director – Vice Chair
- Chamber of Commerce Representative
- Local Hotel/Motel Representative – City of Port Lavaca at Large
- Commercial Business Representative – City of Port Lavaca at Large
- Commercial Business Representative – Main Street

CITY OF PORT LAVACA
By: 
Jack Whitlow, Mayor

CHAMBER
By: 
Jay Cuellar, Chamber President

Date: 12-11-2023

Date: 12-15-2023

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider First amendment to Services Agreement with the Chamber of Commerce for Visitor's Center and Bauer Booking Agent services. Presenter is Jody Weaver

INFORMATION:

FIRST AMENDMENT TO SERVICES AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CALHOUN §

This First Amendment to the Services Agreement (hereinafter “Agreement”), is made and entered into by and between City of Port Lavaca (hereinafter “City”), a home rule City and the Port Lavaca Chamber of Commerce, a Texas nonprofit corporation (hereinafter “Chamber”);

1. EXISTING CONTRACT

The City and Chamber entered into an Agreement on or about June 8, 2020. Said Agreement expired on September 30, 2023, but the parties have continued to operate under said Agreement. The Agreement is hereby incorporated by reference and made a part hereof for any and all purposes.

2. TERM OF CONTRACT

The original term of the Agreement expired September 30, 2023. However, the City and the Chamber agree to extend the term of the Agreement through September 30, 2026. This extension shall become effective October 1, 2023.

3. CONTINUATION OF ALL OTHER TERMS OF AGREEMENT

Except as specifically amended or modified herein, all other terms, covenants and conditions contained in the Agreement, are hereby incorporated by reference, and made a part hereof for any and all purposes, are republished, and shall continue in full force and effect.

5. BINDING EFFECT

This First Amendment, together with the Agreement, as amended herein, shall be binding upon all the parties hereto, their respective successors or assigns.

APPROVED on this 13th day of November, 2024, to be effective October 1, 2023.

CITY OF PORT LAVACA

PORT LAVACA CHAMBER OF COMMERCE

By: Jack Whitlow, Mayor

By: Jay Cuellar, President

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider AECOM Task Oder #8 for the Wastewater Treatment Plant (WWTP) expansion. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 13, 2024**AGENDA ITEM: 7**

DATE: 11.13.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: PROPOSED NEXT STEPS FOR WWTP EXPANSION PROJECT
(AECOM Task Order #8)

As we have discussed a few times, the current \$39M cost estimate for the Expansion to the Wastewater Treatment Plant is based upon a 30% Preliminary engineering design, which includes quite a lot of contingency and uncertainty in the estimated total cost amount.

To tighten up on this estimate and have more confidence in the dollar amount needed to construct this mandated project, we must complete the engineering design. AECOM has submitted the enclosed Task order #8 for Council's consideration. The Basic and Additional services of this Task Order total to \$1.36M and include the Final Design, Geotech, Environmental Information Document, Permit renewal, and bidding and are summarized on page 110 of the packet.

We have thus far generated about \$1.1M of interest from the 2022 and 2024 series bonds and continue to gain interest. We are proposing to utilize these interest funds to pay the cost for AECOM's Task Order # 8 until we are ready to close on the loan for the construction dollars. We will include in that single issuance of CO's enough money to reimburse ourselves for these upfront engineering costs.

With an authorization to proceed in November, AECOM will have at least 90% engineering completed by June, at which time we will need to either make application to TWDB for an extension or begin the process to close on the loan by the August deadline.

With earnest and continued efforts on the part of the City, we can reasonably expect TWDB to approve for an extension of 6-8 months, but not one year, as the TWDB no longer approves multi-year commitments. That could reasonably put us around March 2026. We probably won't have bids back by this time, but we would have a much better construction cost estimate based upon a 100% completed and TCEQ approved design.

RECOMMENDATION:

Approve AECOM Task Order #8, with the understanding that staff will bring back a reimbursement resolution within the time prescribed by law such that the TWDB loan proceeds can be used to reimburse the city for these upfront engineering costs.

NOTE: The reason we are not pursuing an initial TWDB closing specifically for the engineering fees is that we received clarification from TWDB that we could do this, however, the design funds would not be released until the Environmental Information Document was prepared and approved, which can take a year or so. By using our funds initially, the Environmental Information Document can be prepared concurrently with the engineering design. In other words, other than the \$70,000 for the EID, we would not receive any fund from this initial issuance until we would be working on the issuance for construction dollars. So it makes more sense to wait and include this \$1.36M in the one-time issuance and then reimburse ourselves back.

11/7/2024

Jody Weaver, PE
City Manager
202 North Virginia
Port Lavaca, TX 77979

**RE: Request for Authorization to Proceed
Task Order 8: Final Design and Bid Phase Services for the City of Port Lavaca Lynn's Bayou
Wastewater Treatment Plant Expansion**

Dear Ms. Weaver,

As requested by City of Port Lavaca (City) on 11/01/24 via. email, AECOM is pleased to submit this proposal to provide Professional Engineering Services for the expansion of the Lynn's Bayou Wastewater Treatment Plant from 2 MGD to 4 MGD capacity.

Background

The City of Port Lavaca owns and operates the Lynn's Bayou Wastewater Treatment Plant (WWTP). The WWTP is located at 800 N. Commerce St., Port Lavaca, TX 77979, approximately 30 miles southeast of Victoria, Texas.

The WWTP was originally constructed in 1982 for a rated capacity of 1.5 MGD and was expanded in 2001 to 2 MGD. The plant is an activated sludge facility permitted for 2 MGD average daily flow and a 2-hour peak flow of 5,319 gpm or 7.65 MGD (TPDES Permit No. WQ0010251001). The existing treatment system consists of a mechanical bar screen, a grit classification chamber, three sequential aeration basins, two secondary clarifiers, UV disinfection, Parshall flume flow meter and outfall structure, an aerobic digester, a sludge thickener, a Return Activated Sludge (RAS)/Waste Activated Sludge (WAS) pump station, sludge dewatering beds, and six blowers (including two blowers installed as part of the improvements project).

The current average daily flow to the plant had increased over 75% of the WWTP rated flow for three consecutive months. With the exceedance rate over 75%, per TCEQ Rule §305.126 (a), City (permittee) initiated engineering and financial planning for expansion of the WWTP. City contracted with AECOM in 2021 to perform an assessment of the WWTP and plan for expansion of the plant. The September 2021 report titled "Lynn's Bayou Wastewater Treatment Plant Expansion" recommended performing a short-term improvements project that would address the immediate needs of the WWTP, including increasing the blower capacity for the aeration basins. The short-term improvements project is currently nearing the end of construction.

AECOM completed the 30% design of this project. A preliminary design report dated December 2023 was submitted to the City. This report includes evaluation of alternatives for capacity expansion, recommendation of path forward, preliminary design drawings and a preliminary opinion of construction cost. Per the preliminary design performed, proposed expansion of the WWTP will entail design and construction of:

1. Headworks, grit basin and flow splitter box
2. Anoxic basins
3. Aeration basins with fine bubble diffusers
4. Aeration basins blower building
5. Final clarifiers and flow splitter box
6. RAS and WAS pump station
7. Sludge pump station
8. Polymer assisted sludge drying beds
9. Gravity Thickeners
10. UV Disinfection System Expansion
11. New Office/Lab Building
12. Modifications to existing Circular WWTP
13. Modifications to existing Sludge Dewatering Beds
14. Modifications to existing Parshall Flume

AECOM's overall Scope of Services for this project include Basic Design and Bid Phase services. Scope of Services requested to be authorized by this proposal includes the following:

Basic Services:

- Final design of the WWTP expansion
- TPDES Permit Amendment
- Bidding services

Additional Services:

- Environmental Information Document
- Treatment system design for removal of Copper and Zinc
- SUE Services

The Scope of Services described here covers services by AECOM, for the services listed above.

This proposal accounts for coordination with Texas Water Development Board (TWDB) on such activities.

Exhibit "A" provides an itemization of the labor and expenses associated with the Scope of Services.

BASIC SERVICES

SCOPE OF SERVICES – Final Design

Scope of services of this phase will include 60%, 90% and bid ready package design milestone deliverables of the WWTP expansion.

Task 1 – Project Management

Project management associated is anticipated to span ten (10) months and includes the following sub-tasks.

Task 1.1: Project Management and Administration

Task 1.1.1: Project Setup and Administration

Setup project in AECOM project management system and administration during the span of the project including oversight, tracking and coordination.

Task 1.2: Meetings

Task 1.2.1: Project Coordination

AECOM will conduct biweekly internal progress meetings with the multi-disciplinary teams involved to review progress, and discuss challenges, action items and path forward.

Approval of plans and specifications will be required by TWDB; AECOM will coordinate the submittal and approval process with the agency.

Coordination will be done with American Electric Power (AEP) during the course of the final design phase in sizing transformer(s) and setting up service.

Task 1.2.2: Project Status Meetings

AECOM will assist in the organization of and participate in monthly project meetings with the City to communicate and receive input and feedback on data requirement, challenges, outstanding issues, status, decisions, and progress update. The project team will provide an agenda, summary minutes, and an updated decision and action items log for each meeting. The proposal is based on a total of ten (10) including status and review meetings.

Task 1.3: Project Management Deliverables

Task 1.3.1: Project Plan and Schedule

Update project plan and schedule prepared at the 30% design stage. Changes to the project schedule will be identified and explained in the monthly status report.

Task 1.3.2: Monthly Invoices and Status Reports

Submit monthly invoices along with a status report summarizing progress of the project and updated project schedule.

Task 2 – Final Design

Perform Final Engineering Design and prepare construction drawings and technical specifications. AECOM technical specifications, modified for job specific requirements, will be used for the project. Final design phase of this WWTP expansion project will include design of

1. Headworks, grit basin and flow splitter box
2. Anoxic basins
3. Aeration basins with fine bubble diffusers
4. Aeration basins blower building
5. Final clarifiers and flow splitter box
6. RAS and WAS pump station

7. Sludge pump station
8. Polymer assisted sludge drying beds
9. Gravity Thickeners
10. UV Disinfection System Expansion
11. New Office/Lab Building
12. Modifications to existing Circular WWTP
13. Modifications to existing Sludge Dewatering Beds
14. Modifications to existing Parshall Flume

Task 2.1 Final Design Drawings and Project Manual

Task 2.1.1 Final Design Drawings

This task includes preparing detailed design drawings for the WWTP Expansion. The design package will include drawings from the following disciplines: Mechanical, Civil, Structural, Architectural, HVAC, Electrical and Instrumentation and Control. The design drawings will be designed based off applicable codes and standards. A set of design drawings will be provided at the 60%, 90% and bid ready package milestones.

Task 2.1.2 Technical Specifications

This task includes preparing technical specifications for the WWTP Expansion. This will include specifications for the following disciplines: Mechanical, Civil, Structural, Architectural, HVAC, Electrical and Instrumentation and Control. The design drawings will be designed based off applicable codes and standards. A set of technical specifications will be provided at the 60%, 90% and bid ready package milestones.

Task 2.2 TCEQ Submittal

This task includes finalizing the engineering report describing the WWTP expansion that will be delivered to the TCEQ for review. This task will also include preparing a package that includes signed and sealed technical specifications, signed and sealed drawings, and signed and sealed engineering report in accordance to TCEQ requirements. AECOM will also be responsible for responding to any comments provided by the TCEQ.

Task 2.3 Opinion of Probable Construction Cost and Schedule

Opinion of Probable Construction Cost (OPCC) developed at the 30% milestone will be updated based on the WWTP expansion final design drawings and specifications. OPCC prepared will be delivered as a part of each milestone review package.

Task 2.4 Deliverables

During the Final Design phase of the project, AECOM will package and deliver milestone review packages for the WWTP expansion for review to the City of Port Lavaca. AECOM will deliver electronic copies of the 60%, 90% and bid ready milestone packages.

Fee for additional SUE services by Civil Corp has been included in the proposal, to be utilized as determined to be necessary.

SCOPE OF SERVICES – TPDES Permit Amendment

Task 1 – Project Management

Project management associated includes the following:

Task 1.1: Project Setup and Administration

Setup project in AECOM project management system and administration including oversight, tracking and coordination.

Task 1.2: Coordination

AECOM will coordinate with the TCEQ regarding the preparation, review, and approval of the WWTP TPDES amendment application. AECOM will contact appropriate persons to discuss concerns and assist in moving the application process forward, whenever possible. These activities include:

- Prepare and submit materials and/or information requested by TCEQ to declare the application administratively and technically complete.
- Submit an original newspaper clipping and affidavit to TCEQ for each of the public notices.
- Submit copy of application, draft permit, and any revisions to the local library for public review.
- Submit the Application Availability Verification Form to TCEQ to certify that the application was made available to the public for review.

Task 2 – TPDES Administrative Report

In support of preparation of the administrative report for the permit amendment, AECOM will perform the following tasks.

Task 2.1: Administrative Worksheets

Prepare the administrative Forms 1.0 and 1.1 for City's review and TCEQ submission.

Prepare Core Data Form, prepare application fee type information and prepare attachments index.

Prepare Supplemental Permit Information Form (SPIF).

Coordinate with the City to obtain background information regarding general information required, facility operators, plant information, plant ownership information, effluent disposal site location and publishing responsibilities.

Task 2.2: Exhibits and Maps

Prepare a USGS Quad map to include the WWTP location, point of discharge, proximity of plant site to new and future developments, and labels on map of all water supply and related information.

Prepare map that shows affected landowner information.

Visit site and obtain necessary pictures. Prepare a map that shows the location and direction of photographs taken.

Prepare a buffer zone map that shows the property boundary, buffer zone, treatment units and distance of treatment units from boundaries.

Task 3 – TPDES Technical Report

In support of preparation of the administrative report for the permit amendment, AECOM will perform the following tasks.

Task 3.1: Technical Worksheets

Prepare Domestic Technical Worksheets 1.0, 1.1, 2.0, 2.1, 4.0, 5.0 and 6.0 required for major amendments, for City's review and TCEQ submission.

Coordinate with the City as required to obtain information on operator certification, sludge disposal including hauler, disposal sites, stream effluent is discharged to, etc.

Task 3.2: Exhibits and Maps

Prepare exhibits of site drawings which includes boundaries of the WWTP and service area, facilities that dispose of effluent, and latitude and longitude for discharge point.

Prepare exhibit that shows the discharge stream up to 3 miles downstream of discharge point.

AECOM will coordinate with the WWTP Operator and Water Quality Analysis Lab to obtain samples and complete Pollutant Analysis Requirements (Domestic Technical Worksheet 4.0). The fee associated with laboratory services will be paid directly to the lab by the City.

Task 3.3: Draft Permit Review

Review and comment on the draft permit prepared by TCEQ.

OTHER SERVICES

Publications: AECOM will coordinate and publish in an English and alternate language newspaper both during the administrative and technical report stages. Proposal includes an estimate to cover the publication costs.

SCOPE OF SERVICES – Bid Phase**Task 1 – Project Management**

Project management associated is anticipated to span four (4) months and includes the following sub-tasks:

Task 1.1: Project Management and Administration**Task 1.1.1: Project Setup and Administration**

Setup project in AECOM project management system and administration during the span of this task including oversight, tracking and coordination.

Task 1.2: Meetings**Task 1.2.1: Project Meetings and Coordination**

AECOM will conduct internal meetings with the staff involved to review progress and address questions from contractors. The proposal is based on conducting a total of two (2) meetings.

Notification of and approval by TWDB is required at every stage of this task including advertisements and award of contract. AECOM will coordinate with the agency's representative.

Task 1.2.2: Project Status Meetings

AECOM will assist in the organization of two (2) project status meetings with the City during the Bid Phase to communicate and receive input and feedback on challenges, outstanding issues, status, decisions, and progress update.

Task 2 – Bid Services

Perform bid services including preparing construction document package for bidding and reviewing construction bids. This task includes the following sub-tasks:

Task 2.1: Bid Services

AECOM's front end contract documents will be used for this project. This task will include reviewing the front-end contract documents and preparing a combined bid package. AECOM will assist the City in preparing an advertisement and publishing two advertisements in two local newspapers and in Civcast. Cost for publications will be paid by the City.

AECOM will conduct a pre-bid meeting and prepare and transmit pre-bid meeting minutes. AECOM will respond to prospective bidders' questions related to the WWTP expansion and will issue contract addenda required to clarify or modify the contract documents.

AECOM will evaluate bids received by checking references and confirming that all required documents have been provided. AECOM will prepare bid tabulation and Recommendation of Award letter to the City.

ADDITIONAL SERVICES

SCOPE OF SERVICES – Environmental Information Document

AECOM will prepare an Environmental Information Document (EID) per guidelines set forth by TWDB. Scope of work would be to determine the degree of impacts that can reasonably be expected to occur as a result of construction of this WWTP expansion project. This document will provide three types of impacts resulting from this project – Direct, Secondary and Cumulative.

Direct impacts are effects on the environment that occur at the same time and place as the project. Direct impacts include impacts from construction-related activities as well as impacts related to operation of a newly constructed or modified facility upon completion of construction. Secondary impacts are effects to the environment and natural resources that are removed in time and distance from a project's construction and operation activities. Cumulative impacts are effects that result from the project's direct impacts when added together with impacts from other past, present, and future projects that can be reasonably predicted. NEPA regulations define cumulative impacts as "environmental impacts which result from the incremental impact of the action when added to other past, present, and reasonably foreseeable."

The EID prepared will include general information about the project, maps, exhibits and summary of evaluation of potential impacts and mitigations associated with the project. Effort will also include public notification, review of public comments (if any) and coordination with all relevant agencies. Compensation for this service will be on time and material with a cap basis.

SCOPE OF SERVICES – Design of treatment system for removal of Copper and Zinc

Upon completion of a sampling and source identification program, it has been concluded that it is not possible to identify the contributing source of copper and zinc. A system to remove copper and zinc needs to be included as part of final design. The abatement system designed may potentially be chemical addition to precipitate the metals.

If chemical addition is required, additional testing will be required to determine the right chemical and dosage to meet the effluent permit limits. This proposal includes Additional Services for design of an abatement system that is necessary to be part of the treatment process. Compensation for this service will be on time and material with a cap basis.

Assumptions

1. City of Port Lavaca will provide requested data and information within five business days of written submittal request to maintain the project schedule. Consistent with the professional standard of care, AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.
2. If and when possible, City will provide site access and facility support staff to allow for any identified site reconnaissance activities. Facility support staff shall be knowledgeable of applicable safety practices and will inform any AECOM project team members of these requirements. AECOM understands any site visits will occur between regular business hours and will depend on City staff escort availability. No special equipment is expected to be utilized or required during site visits. AECOM will conduct all observations without the use of specialty equipment that may require additional safety training beyond awareness training.
3. City will provide electronic design files as available to support development of drawings, details, and criteria as required for preparation of deliverables.
4. City will provide review and comment on AECOM's deliverables within ten business days of submittal to maintain the project schedule.

5. Invoices will be prepared monthly and will be accompanied by a status summary memo. Project Schedule will be updated and submitted with the invoice. Any changes to the schedule will be noted and explained.
6. Labor costs have been distributed by discipline in accordance with the Scope of Work (SOW). Estimated costs were based upon discussions of the pre-proposal meeting, prior experience, and AECOM's understanding of the goals of the project.
7. AECOM understands that City input will be required for certain deliverables and that completeness of certain deliverables is dependent on City's ability to provide such data.
8. Permitted effluent quality limits upon issuance of a final amended TPDES permit for the 2.0 MGD capacity expansion will not be lower than 10/15/5/4 (mg/L - BOD/TSS/NH3-N/DO).
9. There will not be any significant revisions requested by the City after receiving initial direction by the City or after obtaining approvals from the TCEQ.
10. Meeting other than the ones specifically called out as on-site meetings will be conducted virtually.
11. No travel and subsistence required of AECOM and authorized by the City to points other than the project site or City offices.
12. No filing, review, permit, inspection and other fees assessed by the City, County or State.
13. There will not be any additional copies of contract documents and specifications (over agreed number) and additional copies of drawings (over agreed number).
14. Proposal does not include fee for the effort associated with re-bidding the project.
15. AECOM will not provide assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the project.
16. No warranty phase engineering services will be required.
17. Supplemental Provisions
 - a. Reuse of Documents: AECOM shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this project.
 - b. Any Opinion of Probable Construction Cost prepared by AECOM represents its judgment as AECOM and is supplied for the general guidance of City. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to Construction Contractor bids or actual cost to City.

DELIVERABLES

AECOM will be submitting the following deliverables for review and approval as listed in the sub-tasks of the Scope of Services.

1. Meeting agenda and minutes (as applicable)
2. Workshop agenda and minutes (as applicable)
3. Monthly invoices and progress reports
4. 60% Milestone Review Package
5. 90% Milestone Review Package
6. Bid Ready Package
7. Estimates of Probable Construction Cost
8. Bid Documents
9. Up to two (2) Addenda for Bidding
10. Conformed Construction Documents

Each deliverable will have the following.

- Three (3) sets of each Milestone Review Package (hard copy)
- Electronic copy of Milestone Review Package
- Three (3) sets of each Bid Ready Package (hard copy)
- Electronic copy of Bid Ready Package

COMPENSATION

The level of effort for the scope of work has been calculated and is defined in Exhibit A. The total compensation for the Basic and Additional Services listed in the above Scope of Services is summarized below.

Task Order 8 - Basic Services

Task	Description	AECOM	Subconsultants	Total
8A	Final Design	\$1,126,116		\$1,126,116
8B	TPDES Permit Renewal	\$63,500		\$63,500
8C	Bid Phase	\$24,214		\$24,214
Total Estimated Fee - Basic Services				\$1,213,830

Task Order 8 - Additional Services

Task	Description	AECOM	Subconsultants	Total
8D	Environmental Information Document	\$70,000		\$70,000
8E	Final Design: CU and Zn Treatment System Design	\$60,000		\$60,000
8F	SUE Services		\$13,409	\$13,409
Total Estimated Fee - Additional Services				\$143,409

AECOM requests authorization for the Basic and Additional Services of Task 8 for a total amount of **\$1,357,239**. Compensation for the Basic Services is to be on a lump sum basis and Additional Services is to be on time and material with a cap. We appreciate your consideration of the proposal and look forward to the opportunity to work on this project. Should you have any questions or require additional information, please do not hesitate to contact me at (281) 675-7668.

Sincerely,



Vinoth Manoharan, PE
Project Manager



R. Jeff Masek, PE, CCM
Associate Vice President

Attachments: Exhibit A – Level of Effort

Signature below indicates that **Task Order 8** is accepted in accordance with our Master Design Engineering Services Agreement dated May 10, 2021.

Signature

Jack Whitlow

Printed Name

Mayor

Printed Title

Date

City of Port Lavaca - Lynns Bayou Wastewater Treatment Plant Expansion
 Summary of Fees

Task Order 8 - Basic Services

Task	Description	AECOM	Subconsultants	Total
8A	Final Design	\$1,126,116		\$1,126,116
8B	TPDES Permit Amendment	\$63,500		\$63,500
8C	Bid Phase	\$24,214		\$24,214
Total Estimated Fee - Basic Services				\$1,213,830

Task Order 8 - Additional Services

Task	Description	AECOM	Subconsultants	Total
8D	Environmental Information Document	\$70,000		\$70,000
8E	Final Design: CU and Zn Treatment System Design	\$60,000		\$60,000
8F	SUE Services		\$13,409	\$13,409
Total Estimated Fee - Additional Services				\$143,409

AECOM
Exhibit A - Level of Effort
Task 8A - Final Design Services

Proposal Date: November 7, 2024

Task Number	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS
LABOR	\$370	\$227	\$275	\$256	\$198	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97	
TASK DESCRIPTION															TASK FEE
TASK 1 - Project Management															
1.1 Project Management and Administration (10 months)	2	16	0	0	0	0	0	0	5	0	0	0	0	16	\$6,607
1.1.1 Project Setup and Administration	2	16	0	0	0	0	0	0	5	0	0	0	0	16	\$6,607
a Project Setup and Update	1	6												6	\$2,315
b Oversight and Budget Tracking	1	10							5					10	\$4,293
1.2 Meetings	2	60	0	30	0	20	28	20	60	26	0	4	0	0	\$51,373
1.2.2 Project Coordination	2	50	0	20	0	20	28	20	50	26	0	4	0	0	\$45,175
a Biweekly Internal Progress Meetings	2	30		20		20	20	20	30	20					\$34,447
b Coordination - TWDB		12							12	6					\$5,070
c American Electric Power(AEP) Coordination		8					8		8		4				\$5,659
1.2.2 Project Status Meetings	0	10	0	10	0	0	0	0	10	0	0	0	0	0	\$6,198
a Project Status Meetings (10)		10		10					10						\$6,198
1.3 Project Management Deliverables	3	14	0	0	0	0	0	0	16	0	0	0	0	10	\$7,440
1.3.1 Project Plan and Schedule	2	4	0	0	0	0	0	0	6	0	0	0	0	0	\$2,466
a Project Plan and Safety Plan	1	2							3						\$1,233
b Design and Preliminary Construction Schedule	1	2							3						\$1,233
1.3.2 Monthly Invoices and Status Reports	1	10	0	0	0	0	0	0	10	0	0	0	0	10	\$4,974
a Monthly Invoices & Status Reports (10 months)	1	10							10					10	\$4,974
TASK 2 - Final Design															
2.1 Final Design Drawings and Project Manual	23	267	0	526	0	440	390	327	796	780	688	509	416	24	\$969,775
2.1.1 Final Design Drawings	19	233	0	440	0	400	304	241	696	652	688	509	416	0	\$854,284
a 100-yr & 500-yr Flood Plain Review and Mitigation	1	2		2		8			12	16	16		8		\$11,170
b Hydraulic Profile	1	6		16					36	24	24		8		\$19,234
c Site Layout	1	8		12					16	16	40		16		\$19,094
d Site Drainage and Grading		4		4					16	16	32		16		\$14,207
e Stormwater Pollution Prevention Plan		1		2					4	8	8		8		\$4,774
f Construction Phasing and Sequencing	2	8		16			4	4	16	16	8		8		\$15,232
g Headworks and Grit Basin	1	12		24		16	12	16	32	32	36	24	24		\$42,282
h Flow Splitter		6		10		12	4	2	24	24	40	10	24		\$27,158
i Anoxic Basins	2	16		32		32	16	16	48	40	40	30	24		\$55,927
j Aeration Basins	2	16		32		32	16	16	48	40	40	30	24		\$55,927
k Aeration Blower/Electical Building		16		32		36	40	32	48	40	40	40	24		\$67,816
l Expansion of Existing Blower Facility		12		20		32	36	15	40	40	24	50	24		\$55,210
m Clarifier Flow Splitter		8		12		16	8	4	24	24	24	10	16		\$26,639
n Clarifiers	1	16		36		36	12	12	40	40	40	40	24		\$56,193
o RAS/WAS Pump Station	1	12		24		20	16	16	36	36	24	30	24		\$44,066
p Gravity Thickeners	1	12		24		20	16	16	36	36	24	30	24		\$44,066
q Scum Pump Station		8		12		12	16	16	16	16	16	30	16		\$29,873
r UV Disinfection System Expansion	2	16		36		24	24	16	40	40	40	24	24		\$54,850
s Parshall Flume	1	6		12		12	4	8	16	16	24	16	8		\$23,195
t Engineered Sludge Beds with Roof Structure	1	12		16		16	8		36	36	36	16	20		\$34,863
u Sludge Bed - Chemical Feed System		8		16		16	16	16	16	16	32	24	12		\$33,689
v Rehabilitation/Modifications to Existing WWTP	1	16		30		24	20	20	48	40	40	50	24		\$57,913
w Administrative/Lab Building	1	12		20		36	36	16	48	40	40	55	16		\$60,905
2.1.2 Techncial Specifications	4	34	0	86	0	40	86	86	100	128	0	0	0	24	\$115,491
a Techncial Specifications	2	24		80		40	80	80	80	120				16	\$103,556
b Bid Form	1	4		6			6	6	8	8				4	\$8,179
c Front End Documents	1	6							12					4	\$3,756

AECOM Exhibit A - Level of Effort Task 8A - Final Design Services															Proposal Date: November 7, 2024		
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS	
	LABOR	\$370	\$227	\$275	\$256	\$198	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97		
	TASK DESCRIPTION															TASK FEE	
2.2	TCEQ Submittal	1	18	2	16	0	0	0	0	24	32	0	0	0	16	\$17,713	
	a Engineering Report	1	12	2	12					16	24				8	\$12,513	
	b TCEQ Submittal		6		4					8	8				8	\$5,199	
2.3	Opinion of Probable Construction Cost & Schedule	2	8	6	0	60	4	4	4	12	12	0	0	0	0	\$22,200	
	a Estiamted Construction Cost Estimate	2	8	6		60	4	4	4	12	12					\$22,200	
2.4	Deliverables	3	12	56	0	0	0	0	0	24	24	48	0	48	4	\$41,007	
	a Prepare 60% Design Package	1	4	20						8	8	16		16	1	\$14,004	
	b Prepare 90% Design Package	1	4	20						8	8	16		16	1	\$14,004	
	c Prepare Bid Ready Package	1	4	16						8	8	16		16	2	\$13,000	
	TOTAL HOURS	36	395	64	572	60	464	422	351	937	874	736	513	464	70	\$1,116,116	
	AECOM BASIC SERVICES LABOR EXPENSE TOTALS	\$13,316.66	\$89,718.72	\$17,617	\$146,626	\$11,876	\$127,975	\$112,283	\$78,586	\$127,696	\$103,229	\$143,290	\$79,900	\$57,212	\$6,790	\$1,116,116	
															Check	\$1,116,116	
NON-LABOR																	
	Copies, Prints & Couriers															\$2,000	
	Travel (Ground Transport, Parking, Meals,etc)															\$8,000	
	AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL															\$10,000	
	AECOM BASIC SERVICES EXPENSE TOTAL															\$1,126,116	
AECOM ADDITIONAL SERVICES																	
	a Environmental Information Document															\$70,000	
	b Design of Copper and Zinc Abatement Facilities															\$60,000	
	AECOM ADDITIONAL SERVICES LABOR EXPENSE TOTALS															\$130,000	
SUBCONTRACTOR ADDITIONAL SERVICES AND MARKUP																	
	SUBCONTRACTOR															Subcontract Amount	Subcontract Markup
	Subsurface Utility Engineering (SUE) - CivilCorp															\$12,770	\$639
	SUBCONTRACTOR ADDITIONAL SERVICES TOTALS																\$13,409
	TOTAL																\$1,269,524

AECOM
Exhibit A - Level of Effort
Task 8B: TPDES Permit Amendment Application

Proposal Date: November 07, 2024

Task Number	Billing Rates												TOTALS
	Principal	Project Manager	QA/QC	Sr. Process Engineer	Env. Specialist	Project Engineer	Graduate Engineer	Sr. Designer / Drafter	Drafter	GIS Operator	Admin		
	\$370	\$227	\$275	\$256	\$198	\$136	\$118	\$195	\$123	\$110	\$97		
	LABOR												
	TASK DESCRIPTION												TASK FEE
TASK 1 - Project Management	1	10	0	0	0	12	16	0	0	0	1	\$6,258	
1.1	Project Setup and Administration	1	4								1	\$1,375	
1.2	Coordination		6			12	16					\$4,883	
TASK 2 - TPDES Administrative Report	1	10	4	0	6	28	82	0	16	20	4	\$22,970	
2.1	Administrative Worksheets	1	6	4	6	24	70				4	\$15,934	
2.2	Exhibits and Maps		4			4	12		16	20		\$7,037	
TASK 3 - TPDES Technical Report	1	16	6	6	12	38	96	0	12	20	4	\$30,128	
2.1	Technical Worksheets	1	8	6	6	30	80				4	\$21,659	
2.2	Exhibits and Maps		4				16		12	20		\$6,473	
2.3	Draft Permit Review		4			8						\$1,997	
TOTAL HOURS	3	36	10	6	18	78	194	0	28	40	9	\$59,356	
AECOM BASIC SERVICES LABOR EXPEN	\$1,109.72	\$8,176.90	\$2,753	\$1,536	\$3,564	\$10,608	\$22,892	\$0	\$3,444	\$4,400	\$873	\$59,356	
											Check	\$59,356	

NON-LABOR												
	Publications											\$3,400
	Copies, Prints & Couriers											\$400
	Travel (Ground Transport, Parking, Meals, etc)											\$344
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL												\$4,144

AECOM BASIC SERVICES EXPENSE TOTAL													\$63,500
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AECOM															Proposal Date: November 07, 2024	
Exhibit A - Level of Effort																
Task 8C - Bid Phase Services																
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS	
	LABOR	\$370	\$227	\$275	\$256	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97		
	TASK DESCRIPTION														TASK FEE	
TASK 1 - Project Management																
1.1	Project Management and Administration (4 months)	2	6	0	0	0	0	0	0	0	0	0	0	8	\$2,879	
	1.1.1 Project Setup and Administration	2	6	0	0	0	0	0	0	0	0	0	0	8	\$2,879	
	a Project Setup and Update	1	4											4	\$1,666	
	b Oversight and Budget Tracking	1	2											4	\$1,212	
1.2	Meetings	0	10	0	2	1	1	1	12	4	0	0	0	0	\$5,658	
	1.2.1 Project Meetings and Coordination	0	6	0	2	1	1	1	8	2	0	0	0	0	\$3,968	
	a Internal Meetings (2)		2		2	1	1	1	2	2					\$2,242	
	b TWDB Coordination		4						6						\$1,726	
	1.2.2 Project Status Meetings	0	4	0	0	0	0	0	4	2	0	0	0	0	\$1,690	
	a Project Status Meetings (2)		4						4	2					\$1,690	
1.3	Project Management Deliverables	0	4	0	0	0	0	0	2	0	0	0	0	2	\$1,375	
	1.3.1 Monthly Invoices and Progress Reports	0	4	0	0	0	0	0	2	0	0	0	0	2	\$1,375	
	a Monthly Invoices & Progress Reports (4 months)		4						2					2	\$1,375	
TASK 2 - Bid Services																
2.1	Bid Services	1	20	7	3	0	0	0	27	8	0	0	0	10	\$13,203	
	a Review of Front End Contract Documents		4	4					8					2	\$3,294	
	b Develop Advertisement		1	1					2					2	\$969	
	c Prebid Conference		4						4	4				1	\$2,023	
	d Prepare Meeting Minutes & Addenda		8	2	2				8	4				4	\$4,831	
	e Bid Opening		1						1						\$363	
	f Bid Tabulation & Recommendation	1	2		1				4					1	\$1,723	
TOTAL HOURS		3	40	7	5	1	1	1	41	12	0	0	0	20	\$23,114	
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$1,109.72	\$9,085.44	\$1,927	\$1,282	\$276	\$266	\$224	\$5,588	\$1,417	\$0	\$0	\$0	\$1,940		
															Check	\$23,114
NON-LABOR																
Copies, Prints & Couriers															\$500	
Travel (Ground Transport, Parking, Meals,etc)															\$600	
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL															\$1,100	
AECOM BASIC SERVICES EXPENSE TOTAL															\$24,214	
TOTAL BASIC SERVICES WORK PLAN															\$24,214	

COMMUNICATION

SUBJECT: Consider approval of Interlocal Agreement between the City of Port Lavaca, Texas, and the City of Palacios, Texas for Code Enforcement Training and Support. Presenter is Jody Weaver

INFORMATION:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT LAVACA, TEXAS,
AND THE CITY OF PALACIOS, TEXAS, FOR CODE ENFORCEMENT TRAINING
AND SUPPORT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Port Lavaca, a municipal corporation of the State of Texas, and the City of Palacios, a municipal corporation of the State of Texas, collectively referred to as "the Parties."

RECITALS

WHEREAS, the City of Palacios recognizes the need for training and support to enhance the effectiveness of its Code Enforcement operations; and

WHEREAS, the City of Port Lavaca has qualified and experienced personnel capable of providing guidance, expertise, and training in Code Enforcement; and

WHEREAS, both cities desire to cooperate for the mutual benefit of their respective communities by entering into an agreement for the provision of Code Enforcement training and support from Port Lavaca to Palacios on an as-needed basis; and

WHEREAS, this Agreement is made pursuant to the Texas Government Code, Chapter 791, which authorizes governmental entities to enter into interlocal contracts to perform governmental functions and services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to be derived, the City of Port Lavaca and the City of Palacios hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish a cooperative arrangement whereby the City of Port Lavaca will provide Code Enforcement training and support to the City of Palacios, including guidance from Port Lavaca's experienced personnel in the area of code compliance, to help Palacios enhance its Code Enforcement operations.

2. RESPONSIBILITIES OF THE CITY OF PORT LAVACA

Under this Agreement, the City of Port Lavaca shall provide the following services to the City of Palacios on an as-needed basis:

- **Training:**
Port Lavaca personnel will provide training to Palacios's Code Enforcement officers in the following areas:
 - Understanding and interpreting municipal code and ordinances.
 - Best practices for conducting inspections and investigations.
 - Proper documentation of violations and enforcement actions.

- Administrative processes, including issuing notices of violation, citations, and handling court proceedings related to code compliance.
- Customer service skills, focusing on how to work effectively with property owners and the community to resolve violations.
- **Guidance and Support:**
Port Lavaca will provide ongoing advice and consultation to Palacios's Code Enforcement officers, including:
 - Fielding questions related to specific cases or procedural issues.
 - Assisting with the interpretation of complex or unusual code compliance situations.
 - Providing feedback on Palacios's code enforcement strategies and methodologies.
- **Site Visits:**
Port Lavaca personnel may conduct site visits to Palacios as requested to observe operations, assist with difficult cases, or provide hands-on training and guidance.
- **Resources and Templates:**
Port Lavaca will share resources, such as training materials, templates for notices and citations, and other relevant documents, to assist Palacios in developing its Code Enforcement procedures.

3. RESPONSIBILITIES OF THE CITY OF PALACIOS

The City of Palacios agrees to the following:

- **Coordination:**
Palacios will designate a point of contact responsible for coordinating all Code Enforcement support requests with Port Lavaca. This person will schedule training sessions, request guidance, and ensure that Palacios staff attend all scheduled sessions.
- **Compliance with Training Requirements:**
Palacios Code Enforcement officers will participate in all necessary training sessions and implement the training received in their daily duties.
- **Recordkeeping:**
Palacios will maintain records of all training and guidance provided by Port Lavaca, including attendance records, training materials, and case follow-up results.
- **Compensation:**
Palacios agrees to reimburse Port Lavaca for any direct costs incurred in the provision of training, site visits, or other services as agreed upon in advance by both parties.

4. TERM AND TERMINATION

- **Term:**
This Agreement shall be effective upon execution by both parties and shall remain in effect for one year, with the option to renew upon mutual agreement.
- **Termination:**
Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. Upon termination, any outstanding compensation or obligations will be settled in accordance with the terms of this Agreement.

5. AMENDMENTS

This Agreement may be amended only by written mutual agreement of the Parties.

6. MISCELLANEOUS

- **No Third-Party Beneficiaries:**
This Agreement is for the sole benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.
- **Governing Law:**
This Agreement shall be governed by the laws of the State of Texas.
- **Severability:**
If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates indicated below.

CITY OF PORT LAVACA, TEXAS

By: _____

Date: _____

CITY OF PALACIOS, TEXAS

By: _____

Date: _____

COMMUNICATION

SUBJECT: Consider recommendation of the Port Commission to approve the lease for Tract 3 at Harbor of Refuge. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 13, 2024

AGENDA ITEM: 5

DATE: 11.07.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: NEW LEASE AGREEMENT FOR TRACT 3 TO ENCORE, LLC.

Encore Dredging Partners, LLC entered into a lease agreement for Tract 3 (4.3 acres) at the Harbor of Refuge on December 1, 2022 which is scheduled to expire on November 30, 2024. The monthly rent amounts paid thru September 30, 2023 were \$3,000; thru September 30, 2024 were \$3,036.90 and beginning October 1, 2024 \$3,076.68. These annual increases were based upon the change in the Municipal Cost Index.

In October, the Port Commission authorized me to negotiate a new 3-year lease and, as has been our practice to do so, take into consideration the valuation that was provided by Valbridge Property Advisors in their Appraisal Report dated April 2023. Based upon this Appraisal report, the Value Conclusion of this tract (including the metal building) was established at \$580,000. The typical rate of return used in calculating annual rent revenue is 10%. Therefor the indicated annual rental rate per sf reported by Valbridge is \$0.31/sf which results in a monthly rental rate of \$4,833.33 (*1.57 x their current rent*).

Understanding that the Council has stated in the past that they prefer to make significant increases in rates in a series of step-ups instead of all at once, I initially proposed the following scenario:

Yr 1: \$3,700 (19% increase from current); Yr 2: \$4,350 (16% increase from Y1); Yr 3: \$5,000 (14% increase from Yr 2)

Note: I assumed a 2% MCI increase each year that would bring the \$4,833.33 in today's dollars to approx.. \$5,000 in the 3rd year.

Encore countered with \$3,500.00 per month for a three-year lease with an annual MCI increase.

The Port Commission held a Special meeting on November 6 to discuss this new lease. Encore was in attendance and suggested negotiating a one-year lease instead of two, since their Tract 11 lease has just one more year on it. Adding only one year to the Tract 3 lease would then put both leases on the same cycle beginning next year.

The Port Commission voted to recommend a one-year lease at \$4,833.33/month, in line with the data provided in the 2023 Valbridge Appraisal Report. There was also discussion suggesting that they would be OK with the 3-year lease amounts that I had originally proposed, although this was not officially acted on and was not unanimous.

Encore Dredging held an internal meeting today and I was told that they will have representatives at Wednesday night's meeting and will propose a one-year lease at \$3,500.00/month.

If an agreement on the lease cannot be reached, staff will begin work to advertise the tract for rent with a minimum bid of \$4,833.33/month. Bids could be due such that they could be acted on at the January Port Commission meeting and the February City Council meeting.

Attachments:

- Encore Proposal for Tract 3 dated 10/22/2024
- Encore Proposal for Tract 3 dated 11/08/2024



10/22/2024

Jody Weaver, P.E.
Interim City Manager
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, Texas 77979

RE: Proposal for Tract 3 Lease renewal

Ms. Weaver,

Inland Dredging Company has reviewed your email dated October 16, 2024, regarding the Tract 3, Harbor of Refuge New Rent agreement as the following:

- A 3-year lease.
Year 1: \$3,700/month
Year 2: \$4350/month
Year 3: \$5,000/month

Inland would like to respectfully propose a counteroffer of:

- A 3-year lease.
Years 1-3: \$3,500/month
Standard MCI increase annually as outlined in the current lease agreement.

Inland agrees that the typical rate of return used in calculating annual rent revenue is 10% but feels the value of the property is appraised substantially higher than commercial property in the area. The attached page outlines appraisal values from the county that show acreage values ranging from \$8,853 to \$62,473 per acre. Two of the outlined tracts include waterfrontage. Property appraisal that includes no waterfrontage (1 and 4), similar to Tract 3, have acreage values that range from \$8,853 to \$19,602 per acre. If a reasonable assumption was made that the appraisals of each property were undervalued, tripling the highest acreage value of \$19,602 to \$58,806/acre would still fall short of the current appraised value stated in the report from Valbridge Property Advisors of \$119,790/acre.

After looking over comparable property in the area and making reasonable assumptions, Inland calculates reasonable value for the property is estimated, with the building included, around \$350,000.

Inland values the partnership with the City of Port Lavaca and looks forward to another successful lease agreement that benefits both parties. Please review and consider our counter offer as listed above. Feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Hillary Franke".

Hillary Franke
Director of Operations



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<p>Site 1: Address: 1720 S VIRGINIA, TX 77979 Acreage: 8.82 Land Appraisal: \$172,890 Acreage Value: \$19,602</p>	<p>Site 2: <i>*Includes Waterfrontage</i> Address: 1800 S VIRGINIA, TX 77979 Acreage: 11.117 Land Appraisal: \$337,980 Acreage Value: \$30,402</p>
<p>Site 3: <i>*Includes Waterfrontage</i> Address: 2110 S VIRGINIA, TX 77979 Acreage: 4.141 Land Appraisal: \$258,700 Acreage Value: \$62,473</p>	<p>Site 4: Address: - Acreage: 5.24 Land Appraisal: \$46,390 Acreage Value: \$8,853</p>



11/8/2024

Jody Weaver, P.E.
 Interim City Manager
 City of Port Lavaca
 202 N. Virginia Street
 Port Lavaca, Texas 77979

RE: Proposal for Tract 3 Lease renewal

Ms. Weaver,

Encore Dredging Partners has internally reviewed the proposed lease agreement regarding the Tract 3, Harbor of Refuge.

Currently, Encore's lease at Tract 3 has a monthly rent of \$3,076.68.

The proposal from Port Commission is the following:

- A 1-year lease.
- Monthly Payment: \$4,833.33
- 57% increase

Inland would like to respectfully propose a counteroffer of:

- A 1-year extension to the current lease.
- Monthly Payment: \$3,500.00
- 14% increase

Reasoning: Encore proposes a 1-year extension to the current lease to align with another Encore-City of Port Lavaca lease with Tract 11 at the Harbor Refuge which ends in November of 2025. Aligning these are for the mutual benefit of the City and Encore. Encore *strongly* disagrees that the proposed 57% increase in monthly rent is necessary or representative of the current market of commercial property as approximately 15-20% of commercial property in Calhoun County sits vacant.

Encore encourages the City to consider the improvements that Encore has made to the property over the last 2 years when deliberating whether to increase our monthly lease amount. Outside of monthly maintenance, Encore has upheld their commitment to the property and invested approximately \$55,000 in permanent improvements at Tract 3 including:

- Improved Drainage & Access - \$35,000
 - All weather road installed to bulkhead
 - Installed concrete at building facility
 - Modified drainage, direct water away from building during storm events.
- Utilities - \$15,000
 - Plumbing and sewer for building
 - Installing bathroom facilities
 - Installing a 2" water access the property for bulkhead accessibility
- Security - \$5,000
 - Installed interior and exterior lighting



In conclusion, Encore is requesting a 1-year extension of the current lease while agreeing to a 14% increase in rent to \$3,500 per month.

Encore values the partnership with the City of Port Lavaca and looks forward to another successful lease agreement that benefits both parties. Please review and consider our counter offer as listed above. Feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Hillary Franke". The signature is written in a cursive, flowing style.

Hillary Franke
Director of Operations