



CITY COUNCIL REGULAR MEETING

Monday, September 11, 2023 at 6:30 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 regular meeting Monday, September 11, 2023 beginning at 6:30 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.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/82564697211?pwd=bGc2OFdpNEpXQW92bGpOeGI3aElodz09>

Meeting ID: 825 6469 7211

Passcode: 911528

One Tap Mobile

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Dial by your location

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I. ROLL CALL**II. CALL TO ORDER****III. INVOCATION****IV. PLEDGE OF ALLEGIANCE****V. PRESENTATION(S)****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 by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).

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

- [A.](#) Minutes of August 14, 2023 Regular Meeting
- [B.](#) Minutes of August 21, 2023 Special and Workshop
- [C.](#) Review of Credit Card Statement
- [D.](#) Receive Monthly Financial Highlight Report
- [E.](#) Receive Victoria Economic Development Corporation (VEDC) Monthly Report

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

- [1.](#) Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for properties listed: Presenter is Derrick Smith
- [2.](#) Consider finding that the following properties listed, located in the City of Port Lavaca, Texas, are in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on September 11, 2023. Presenter is Derrick Smith
- [3.](#) Receive Budget Report from Undine, LLC for the Port Lavaca Water Treatment Plant for the 2023-2024 Fiscal Year pursuant to the Water Treatment Contract. Presenter is Jody Weaver
- [4.](#) 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 01, 2023, beginning at 6:30 p.m. and also request waiver of any fees associated with the event. Presenter is Tania French
- [5.](#) Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the "Marian Rosary" procession parade on Sunday, October 08, 2023 beginning at 5:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow

6. Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for their annual “Christ the King Eucharistic Procession Parade” on Sunday, November 26, 2023 beginning at 5:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow
7. Consider request of Calhoun County Fair Association (CCFA) for a parade permit and traffic control assistance on Saturday, October 14, 2023 beginning at 9:00 a.m.; the parade route will be from Sandcrab Stadium, San Faubion, N. Virginia, Main streets and ending at the Bayfront Peninsula; and also request waiver of any fees associated with the event. Presenter is Colin Rangnow
8. Consider request of Port Lavaca Police Department for temporary street closure of 100 block E. Railroad Street from 200 block N. Virginia Street to 200 block N. Colorado Street for the annual “National Night Out Celebration” on Tuesday, October 03, 2023 from 5:00 p.m. to 9:00 p.m. and also request waiver of any fees, if any, associated with the event. Presenter is Colin Rangnow
9. Consider request of the Port Lavaca Police Department to declare three fleet vehicles used in a patrol capacity as surplus and donate said vehicles to Calhoun County Independent School District (CCISD). Presenter is Colin Rangnow
10. Consider appointment of member(s) to Recreation and Parks Board to fill a vacancy and/or start new term. Presenter is Jody Weaver
11. Consider appointment of member(s) to Planning Board to fill a vacancy and/or start new term. Presenter is Jody Weaver
12. Consider proposed City Compensation plan for the 2023-2024 fiscal year. Presenter is Jody Weaver
13. Consider Second and Final reading of an Ordinance (S-1-23) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2023 through September 30, 2024. Presenter is Jody Weaver
14. Consider Ratification of Property Tax increase reflected in the Budget. Presenter is Susan Lang
15. Consider Second and Final reading of an Ordinance (S-2-23) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2023. Presenter is Jody Weaver
16. Consider Second and Final Reading of an Ordinance (G-7-23) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Charges; GBRA Fees, Building, Utilities Water-line Taps; and providing an effective date. Presenter is Derrick Smith
17. Consider Second and Final Reading of an Ordinance (G-8-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 20- Environment and Health, Article III Accumulations On Property, Section 20 46 Assessment for failure to remove accumulation after Notice; Section 20-47 Statement of Expense - Lien; Addition of New Article XII, Litter, Addition of New Article XIII, Graffiti; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

18. Consider Second and Final Reading of an Ordinance (G-9-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats, Article VII Group Housing and Commercial Development, Sec. 42-161 Landscaping, add new Section 42-162 Dumpster Screening; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith
19. Consider First Reading of an Ordinance (G-10-23) of the City of Port Lavaca amending the Code of Ordinances, by Repealing Chapter 30, Article II. Juvenile Curfew; and providing an effective date. Presenter is Colin Rangnow
20. Consider recommendation of the Planning Board to approve a conceptual office building to be located on the corner of N. Virginia Street and Independence Drive, Calhoun Appraisal District Property Identification Number (CAD PIN) is 53488. Presenter is Derrick Smith
21. Consider purchase of Brightly / Smart Gov and Asset Essentials software. Presenter is Derrick Smith
22. Consider award of Construction Contract for the Harbor of Refuge Railroad Culvert Replacement Project. Presenter is Jody Weaver
23. Consider Resolution No. R-091123-1 of the City of Port Lavaca authorizing Professional Administration/Project Delivery Services Provider Selection for Community Development Block Grant Mitigation (CDBG-MIT) Programs through the Texas General Land Office (GLO). Presenter is Jody Weaver
24. 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
25. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, September 11, 2023**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, September 8, 2023**.

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 August 14, 2023 Regular Meeting

INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, August 14, 2023 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 August, 2023, 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
Ken Barr	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 6:32 p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S)

- There were no presentations.

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 by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).

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

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

- A. Minutes of July 10, 2023 Regular Meeting
- B. Minutes of July 24, 2023 Special and Workshop
- C. Review of Credit Card Statement
- D. Receive Monthly Financial Highlight Report
- E. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- F. Ratify amendment to Civil Corp's contract to add the Leon Street waterline in the scope of the Alamo Heights project
- G. Port Commission recommendation for approval of 2-year lease for Poor Boy Shop
- H. Receive Quarterly Investment report ending June 30, 2023

Motion made by Councilman District 6 Barr

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 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 Barr

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

1. **Consider request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 16, 2023 and waiver of any fees associated with the event. Presenter is Tania French**

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 request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 16, 2023 and waiver of any fees associated with the event.

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 Barr

2. **Consider appointment of member(s) to Recreation and Parks Board to fill vacancy and/or start new term. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the Recreation and Parks Board has vacancies that need to be filled. In accordance with the City's Code of Ordinances, Chapter 32, Article II, Section 32-19, the board shall consist of not less than five nor more than nine members who must be residents of the city. There are no term limits established and the full term is for a period of two (2) years. The board members shall serve without compensation.

The Recreation and Parks Board currently consists of four members. There are five registered voters that live within the city limits and would like to serve our community by being appointed to this Board. Their names are Mary Lou Tharling, Dina Smith, Kevin Kuntschik, Nicholas Lowry, and Tacy Hefley. Staff recommends approving all five listed residents interested in serving to the Recreation and Parks Board.

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 appoints Mary Lou Tharling, Dina Smith, Kevin Kuntschik, Nicholas Lowry, and Tacy Hefley to the Recreation and Parks Board for a new two-year term commencing August 2023 and expiring August 2025.

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 Barr

3. **Consider award of construction contract for the Water System Improvements Project. Presenter is Wayne Shaffer**

Public Works Director Shaffer advised Council that on August 03, 2023, staff received two bids for the Water System Improvements Project.

AECOM has reviewed the bids and they are as follows:

No. 1	JTR Constructors, Inc.	\$ 4,321,350.00
No. 2	Associated Construction Partners, LTD	\$ 5,211,625.00

The original estimate for this project was \$2,292,316.00 and was going to be paid for from the ARPA grants received. In order to fully fund the difference, \$2,029,034 must be reallocated from existing Bond Funds that were intended for other projects. Staff and AECOM recommends that JTR Constructors, Inc. be awarded the contract for the referenced project based on the bid of \$4,321,350.00.

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 award of construction contract for the Water System Improvements Project to JTR Contractors, Inc., in the amount of \$4,321,350.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute all instruments necessary to effect such agreement.

Seconded by Councilman District 2 Dent

Voting Yea:

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

Voting Nay:

Councilman District 3 Tippet

4. **Consider Second and Final Reading of an Ordinance (G-6-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article II Building Trade Codes, Sec. 12-20 Building Trade Codes - Adopted, Sec. 12-21 Same - Additions, deletions and changes; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith**

Interim City Manager Weaver presented this agenda item due to absence of Development Services Director Smith.

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 recommendation of staff, Council hereby approves the Second and Final Reading of an Ordinance (G-6-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article II Building Trade Codes, Sec. 12-20 Building Trade Codes - Adopted, Sec. 12-21 Same - Additions, deletions and changes.

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 Barr

5. **Consider First Reading of an Ordinance (G-7-23) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; GBRA Fees, Building, Utilities Water-line Taps; and providing an effective date. Presenter is Derrick Smith**

Interim City Manager Weaver presented this agenda item due to absence of Development Services Director Smith.

Council members concurred in a revision to the first reading of Ordinance G-7-23 to be as follows:

1. Changes to Section 50-41(b), 50-49(4) Tampering Fee to be \$100.00 plus Cost of Repairs for first offense and \$500.00 plus Cost of Repairs for second and more offenses;
2. Adding header of Bauer Community Center Rental Rates to the Building Rental Rates and Deposits.

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 recommendation of staff, Council hereby approves the First Reading of an Ordinance (G-7-23) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; GBRA Fees, Building, Utilities Water-line Taps; with the revisions as presented and discussed above.

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 Barr

6. **Consider First Reading of an Ordinance (G-8-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 20 Environment and Health, Article III Accumulations On Property, Section 20-46 Assessment for failure to remove accumulation after Notice; Section 20-47 Statement of Expense - Lien; Addition of New Article XII, Litter, Addition of New Article XIII, Graffiti; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 6 Barr

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

THAT, in accordance with recommendation of City Attorney and staff, Council hereby approves the First Reading of an Ordinance (G-8-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 20 Environment and Health, Article III Accumulations on Property, Section 20-46 Assessment for failure to remove accumulation after Notice; Section 20-47 Statement of Expense - Lien; Addition of New Article XII, Litter, Addition of New Article XIII, Graffiti.

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 Barr

7. **Consider First Reading of an Ordinance (G-9-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats, Article VII Group Housing and Commercial Development, Sec. 42-161 Landscaping, add new Section 42-162 Dumpster Screening; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith**

Interim City Manager Weaver presented this agenda item due to absence of Development Services Director Smith.

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 staff, Council hereby approves the First Reading of an Ordinance (G-9-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats, Article VII Group Housing and Commercial Development, Sec. 42-161 Landscaping, add new Section 42-162 Dumpster Screening.

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 Barr

8. **Review and discuss No New Revenue (NNR) and Voter Approval Rate (VAR) for 2023. Presenter is Susan Lang**

Finance Director Lang advised Council that the CCAD Tax Assessor/Collector is required to calculate the "No New Revenue" (NNR) and "Voter Approval Rate" (VAR) on behalf of the City of Port Lavaca and published the calculation on their website and mailed post cards to all taxpayers.

The calculation of each of the rates are set by the State Tax Code and must be published in order to provide transparency to the property taxpayers of the City. The NNR establishes the threshold in which the city can adopt a property tax rate that does not provide additional revenue.

If the City chooses to set its tax rate greater than the NNR, it must hold a Public Hearing and advertise that the city is increasing its tax revenue. The VAR establishes the threshold that, if exceeded, the City must first hold an election and seek the approval of the citizens before it can set the property tax rate at or above the VAR.

	<u>2023</u>	<u>2022</u>
No-new-revenue tax rate:	\$0.6894	\$0.7767
Voter-approval tax rate:	\$0.7806	\$0.8141

The CCAD is in the process of calculating these rates for all jurisdictions, and we would like to present and discuss the rates with City Council.

No action necessary and none taken.

RECESS:

Mayor Whitlow announced commencement of recess at 7:41 p.m.

Mayor Whitlow announced conclusion of recess at 7:51 p.m.

9. **Announcement by Mayor that City Council will retire into closed session:**

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

Mayor Whitlow announced that Council would retire into closed session at 7:51 p.m.

10. **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 8:13 p.m.

No action necessary and none taken.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 6 Barr

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 Barr

Meeting adjourned at 8:14 p.m.

These minutes were approved on September 11, 2023.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of August 21, 2023 Special and Workshop

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, August 21, 2023 at 9:00 AM

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 21st day of August, 2023, the City Council of the City of Port Lavaca, Texas, convened in a special and workshop session at 9:00 a.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
Ken Barr	Councilman, District 6

*Councilman District 3 Tippit (arrived at 11:40 a.m. during Workshop)

and with the following absent: None

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

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 9:15 a.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. ACTION ITEMS - Council will consider/discuss the following items and take any action deemed necessary.

1. Consider a proposed tax rate for the 2023-2024 fiscal year and take a record vote. Presenter is Susan Lang

Finance Director Lang advised Council that in accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the City must calculate a the "No New Revenue" (NNR) and "Voter Approval Rate".

The CCAD Tax Assessor/Collector is required to calculate the NNR and VAR rates and publish a Notice in the newspaper and on the City's website.

We have prepared the proposed budget based upon a tax rate of \$0.7500 per \$100 value of property on the tax roll, however, City Council could propose a tax rate up to \$0.7800 without risking a mandatory vote for approval by the citizens.

A comparison of the required calculation is as follows:

Property Tax Comparison:	FY 2024	FY 2023
Adopted and Proposed Tax Rate	0.7500	0.7944
No-New-Revenue Tax Rate	0.6895	0.7767
NNR Maintenance & Operations Tax Rate	0.6387	0.7165
Voter-Approval Tax Rate	0.7808	0.8141
Debt Tax Rate	0.0821	0.0637

The calculation of each of the rates are set by the State Tax Code, and must be published in order to provide transparency to the property tax payers of the City. The NNR establishes the threshold in which the city can adopt a property tax rate that does not provide additional revenue. If the City chooses to set its tax rate greater then the NNR, it must hold a Public Hearing and advertise that the city is increasing its tax revenue.

The VAR establishes the threshold that, if exceeded, the City must first hold an election and seek the approval of the citizens before it can set the property tax rate at or above the VAR.

The City can increase the tax rate up to \$0.7800 without holding an election if it so chooses.

Currently, the proposed tax rate, which is \$0.0444 less than last year, will generate \$418,985, or 9.31% more revenue for the proposed FY 2024 budget. If Council wishes to propose a tax of \$0.7800, which is .0144 less than last year, it will generate approximately \$615,759 or 13.68% more revenue.

Once City Council votes on the proposed rate, it must publish notices and cannot exceed that rate, however it can lower the rate at any time prior to adoption.

The vote must be a record vote of each member of the governing body by name.

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 the recommendation of staff, Council hereby proposes a tax rate of \$0.7807 per \$100 value for the 2023-2024 fiscal year budget and publishing notice thereof.

Seconded by Councilman District 5 Ward

Voting Yea and Record Vote by Name:

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

Voting Nay: None

Absent: Councilman District 3 Tippit (arrived at 11:40 a.m. during Workshop)

2. Consider setting a public hearing on the proposed 2023-2024 fiscal year budget for Tuesday, September 05, 2023. Presenter is Susan Lang

Finance Director Lang advised Council that in accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, the City is required to hold a public hearing on the 2023-2024 Fiscal Year (FY) Budget.

The City Council must set the date and time for a Public Hearing on the proposed 2023-2024 FY Budget. According to our budget calendar, we have scheduled the Public Hearing on the Budget to be held at a Special Council meeting on Tuesday, September 05, 2023, at which time we may also have the First reading of the Ordinance to adopt the 2023-2024 FY budget.

Because the proposed tax rate exceeded the No-New-Revenue rate, legislation considers it a tax increase, and requires special language to accompany the Notice of Public Hearing on the budget as follows:

For a tax rate of \$0.7500

"This budget will raise more total property taxes than last year's budget by \$418,985 or 9.31%, and of that amount \$58,499 is tax revenue to be raised from new property added to the tax roll this year."

For a tax rate of \$0.7800

"This budget will raise more total property taxes than last year's budget by \$615,759 or 13.68%, and of that amount \$60,838 is tax revenue to be raised from new property added to the tax roll this year."

Only one Public Hearing is required and satisfies the requirements for a later vote on the Ordinance adopting the annual budget.

Staff recommends the Public Hearing be set for Tuesday, September 05, 2023 at 5:30 p.m. (Special Meeting), according to our budget calendar.

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 a Special Meetings for setting a Public Hearing on the proposed 2023-2024 Fiscal Year Budget, for Tuesday, September 05, 2023 at 5:30 p.m.

Seconded by Councilman District 6 Barr

Voting Yea:

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

Absent: Councilman District 3 Tippit (arrived at 11:40 a.m. during Workshop)

3. Consider setting a public hearing on proposed 2022 tax rate for Tuesday, September 05, 2023. Presenter is Susan Lang

Finance Director Lang advised Council that in accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, should the City Council choose to propose a tax rate that exceeds the No-New-Revenue (NNR) rate, it is considered a tax increase and a public hearing on the tax rate is required.

City Council must set a date and time for the public hearing after they vote to propose a tax rate greater than the NNR. A NOTICE OF PUBLIC HEARING ON TAX INCREASE must be published in the newspaper and prominently displayed on the city's website.

According to our budget calendar, we have scheduled the Public Hearing on the Tax Rate to be held at a special council meeting on Tuesday, September 05, 2023, at which time we may also have the First reading of the Tax Rate Ordinance, where a record vote must be taken.

The proposed tax rate provided in the budget is \$0.7500, which is less than last year but exceeds the NNR rate of \$0.6894, and will generate \$418,985 or 9.31% more revenue. If Council wishes to propose a tax rate of \$0.7800, which is \$0.144 less than last year, it will generate approximately \$615,759 or 13.68% more revenue.

Staff recommends the Public Hearing be set for Tuesday, September 05, 2023 at 5:30 p.m. (Special Meeting) and authorize the publication of the Notice of Public Hearing on Tax Increase to describe the date, time and place for the hearing along with the required language as set forth by Property Tax Code.

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 the recommendation of staff, Council hereby approves a Special Meetings for setting a Public Hearing on the proposed 2023 tax rate, for Tuesday, September 05, 2023 at 5:30 p.m. and authorize the publication of the Notice of Public Hearing on Tax Increase to describe the date, time and place for the hearing along with the required language as set forth by Property Tax Code

Seconded by Councilman District 6 Barr

Voting Yea:

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

Absent: Councilman District 3 Tippit (arrived at 11:40 a.m. during Workshop)

4. **Consider Resolution No. R-082123-1 to adopt a five-year plan (2023-2028) for the Capital Improvement Program (CIP) in compliance with article 7.02(15) of the city's home rule charter. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

WHEREAS the City Charter requires the City Manager to submit a plan for capital improvement covering the succeeding five years and proposed method of financing to the City Council prior to the beginning of each budget year; and,

WHEREAS the City Manager submitted a Five-Year Capital Program to the City Council on July 25, 2022 in compliance with the City Charter and,

WHEREAS the City Council has reviewed the Five-Year Capital Program, found it to be in compliance with all City Charter and believes its approval by resolution is in the best interest of Port Lavaca residents.

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

THAT the Five-Year Capital Program (October 1, 2023 – September 30, 2028), a copy of which is attached hereto and incorporated in the Fiscal Year Budget 2023-2024, is hereby adopted in compliance with the City Charter.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

Absent: Councilman District 3 Tippit (arrived at 11:40 a.m. during Workshop)

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 6 Barr

Seconded by Councilman District 5 Ward

Voting Yea:

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

Absent: Councilman District 3 Tippit (arrived at 11:40 a.m. during Workshop)

Special Meeting adjourned at 9:43 a.m.

WORKSHOP SESSION

VI. CALL TO ORDER

- Mayor Pro Tem Padron called the meeting to order at 9:46 A.M. and presided with the following announcement:

VII. 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 Pro Tem Padron asked for comments from the public and there were none.

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

1. Conduct Cyber Security Training for Council. Presenter is Jody Weaver

City Council Members who were in attendance completed this Cyber Security Training.

No action necessary and none taken.

2. Discuss proposed city budget for 2022-2023 fiscal year. Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

RECESS

- Mayor Pro Tem Padron announced Council would take a brief recess at 10:07 a.m.
- Mayor Pro Tem Padron announced Council was back from recess at 10:40 a.m.

LUNCH

- Mayor Pro Tem Padron announced Council would break for Lunch at 11:45 a.m.
- Mayor Pro Tem Padron announced Council was back from Lunch at 1:16 p.m.

RECESS

- Mayor Pro Tem Padron announced Council would take a brief recess at 2:45 p.m.
- Mayor Pro Tem Padron announced Council was back from recess at 3:06 p.m.

RECESS

- Mayor Pro Tem Padron announced Council would take a brief recess at 3:59 p.m.
- Mayor Pro Tem Padron announced Council was back from recess at 4:18 p.m.

IX. ADJOURN WORKSHOP

Mayor Pro Tem Padron asked for motion to adjourn.

Motion made by Councilman District 3 Tippit

Seconded by Councilman District 6 Barr

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 Barr

Workshop adjourned at 5:22 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #C.

CITY OF
Account Number: XXXX XXXX XXXX 0305Billing Questions:
800-367-7576Website:
www.cardaccount.netSend Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
July 8, 2023 to August 8, 2023

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$12,428.05
- Payments	\$12,428.05
- Other Credits	\$1,511.62
+ Purchases	\$17,193.92
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$15,682.30

Account Number XXXX XXXX XXXX 0305
Credit Limit \$26,500.00
Available Credit \$10,283.00
Statement Closing Date August 8, 2023
Days in Billing Cycle 32

PAYMENT INFORMATION

New Balance: \$15,682.30
Minimum Payment Due: \$470.47
Payment Due Date: September 2, 2023

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
07/19	07/19	85431896800XSL35E	PAYMENT - THANK YOU	\$12,428.05

Transactions continued on next page

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



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.

Account Number: XXXX XXXX XXXX 0305
New Balance: \$15,682.30
Minimum Payment Due: \$470.47
Payment Due Date: September 2, 2023

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

11273390700003050004704700015682305

**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 XXXXXXXXXXXX0305				\$12,428.05-
07/06	07/12	5543687607X6BTRTN	HILTON ADVPURCH8002367 MEMPHIS T CREDIT	\$337.31-
		CHECK-IN 00/00/00	FOLIO #0023397606	
07/13	07/14	25247806200YGKJYJ	VC PAYMENTS 2 VICTORIA TX	\$1,700.00
07/20	07/21	051404869MHE2K3A9	H-E-B GAS/CARWASH #7 CUERO TX	\$38.00
07/20	07/21	55546506A2M5P1P8E	TAQUERIA JALISCO CUERO TX	\$17.93
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX0727				\$1,418.62
07/18	07/19	35187426800018NW9	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$7.73
08/01	08/03	55207396N918ES2XR	AXON SCOTTSDALE AZ	\$495.00
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$502.73
07/19	07/20	72701786856QX6L3J	HOTEL RESERVATION LOH DOVER DE CREDIT	\$348.48-
07/20	07/21	72701786956ENJ360	HOTEL RESERVATION LOH DOVER DE CREDIT	\$116.16-
07/13	07/14	5543286625XHQB8RV	AMZN MKTP US*4L09R4DE3 AMZN.COM/BILL WA	\$35.98
07/18	07/19	554295067LSENDMJJ	VISTAPRINT 8662074955 MA	\$75.76
07/19	07/20	553095969RREQ5EL5	MURPHY7204ATWALMART PORT LAVACA TX	\$41.74
07/26	07/27	55432866F61B8KYB5	AMZN MKTP US*T657Z7K80 AMZN.COM/BILL WA	\$15.17
07/26	07/27	55310206F2DZ6XZ5G	AMZN MKTP US*T66BO19I2 AMZN.COM/BILL WA	\$14.39
07/27	07/28	55432866G61KQZGSS	AMZN MKTP US*T66Y96RH0 AMZN.COM/BILL WA	\$27.99
07/27	07/30	35180136H1G1TKRGE	EMBASSY SUITES SAN MR SAN MARCOS TX	\$450.80
		CHECK-IN 07/23/23	FOLIO #775204	
08/01	08/02	82711166M000MZR1X	SP 13 FIFTY ONLINE PLANTATION FL	\$30.00
08/04	08/06	55432866R5SK3EZYE	AMZN MKTP US*TA8S99JX2 AMZN.COM/BILL WA	\$28.79
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$255.98
07/25	07/25	55429506ELRJD3Z94	ADOBE *ACROPRO TRIAL 40853660 CREDIT	\$259.67-
07/27	07/27	55432866G61BF4XLD	TEEX ECOMMERCE 979-458- CREDIT	\$450.00-
07/11	07/12	5531020618ADPAMTA	WILMINGTON FRA CHARLOTTE NC	\$795.00
07/12	07/14	55506296211GWPZ4Y	HOME2 SUITES ROWLETT TX	\$325.56
		CHECK-IN 07/09/23	FOLIO #49679	
07/14	07/16	554295063MNMATPZ	ADOBE *ACROPRO TRIAL 4085366000 CA	\$259.67
07/24	07/25	55488726E2M4RH4LB	TCOLE EVENT REG AUSTIN TX	\$281.44
07/24	07/25	55488726E2M4RH4L3	TCOLE EVENT REG AUSTIN TX	\$281.44
08/03	08/04	55429506PRTKW6NDK	NJ CRIMINAL 4029357733 NJ	\$249.00
JAVIER RAMOS				
TOTAL XXXXXXXXXXXX0867				\$1,482.44
07/11	07/12	5543286605WSPD7DQ	AMZN MKTP US*8C6EE7PO3 AMZN.COM/BILL WA	\$23.99
07/27	07/27	55432866G61DH4MMQ	AMZN MKTP US*T67XA67K0 AMZN.COM/BILL WA	\$76.00
07/27	07/28	55432866G61HYSJ87	AMZN MKTP US*T622A4WD2 AMZN.COM/BILL WA	\$44.70
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$144.69
07/07	07/09	55488725X2MD3J2JB	TCEQ EPAYMENT AUSTIN TX	\$113.75
07/07	07/09	55488725X2MD3J2KQ	TCEQ EPAYMENT AUSTIN TX	\$113.75
07/07	07/09	02305375X00KP0G0V	USPS PO 4872200979 PORT LAVACA TX	\$18.24
07/13	07/14	5543286625XHZDGZS	AMZN MKTP US*KL5293DJ3 AMZN.COM/BILL WA	\$506.26
07/13	07/14	527080862609TE6MQ	TRAINING AUSTIN TX	\$90.00
07/14	07/16	5543286635XVBQ63K	SQ *WINDSHIELD SERVICE 877-417-4551 TX	\$500.00
07/14	07/16	5543286635XV7146J	SQ *WINDSHIELD SERVICE 877-417-4551 TX	\$695.00
07/14	07/16	254573364000F9GK5	PREP BLAST 615-6893546 TN	\$43.50
07/25	07/26	55432866E60ZWMSBT	AMZN MKTP US*LO4NN6OZ3 AMZN.COM/BILL WA	\$326.69

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
WAYNE SHAFFER				
TOTAL XXXXXXXXXXXX1212				\$2,407.19
07/17	07/19	554213567VAKH0SJZ	TEXAS MUNICIPAL COURTS AUSTIN TX	\$150.00
08/07	08/08	55432866V5VDTSQZD	AMZN MKTP US*TA1IL1XJ0 AMZN.COM/BILL WA	\$14.36
08/08	08/08	55432866W5VGSGL1E	AMZN MKTP US*TA3GA8MH0 AMZN.COM/BILL WA	\$23.00
08/08	08/08	55432866W5VJZJB6X	AMZN MKTP US*TA4M92XB1 AMZN.COM/BILL WA	\$664.99
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$852.35
07/12	07/12	5543286615WZHN276	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/12	07/12	5543286615WZHN36W	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$1,200.00
07/12	07/12	5543286615WZHN5RQ	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/12	07/12	5543286615WZHN50W	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/12	07/12	5543286615WZHN6JN	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/12	07/12	5543286615WZHN72M	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/26	07/27	55432866F6197AF11	AMZN MKTP US*T60L192E0 AMZN.COM/BILL WA	\$533.44
08/03	08/03	55546506P8AN3D5FK	LOCKING SECURITY MAILB ARLINGTON TX	\$2,028.99
SUSAN LANG				
TOTAL XXXXXXXXXXXX1345				\$5,762.43
07/11	07/12	5543286605WV7Z957	AMZN MKTP US*XB8K51KC3 AMZN.COM/BILL WA	\$29.99
07/12	07/12	5543286615WZHN6SD	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/12	07/12	5543286615X2RQF75	APPLE.COM/BILL 866-712-7753 CA	\$2.99
07/18	07/18	5543286675YWESL26	AMZN MKTP US*LJ1SX7BD3 AMZN.COM/BILL WA	\$8.79
07/20	07/21	52707156A03P6R2B9	CITY OF VICTORIA LANDF BLOOMINGTON TX	\$128.00
07/27	07/28	55310206G2DL10J9B	AMAZON.COM*T68VZ39I0 A AMZN.COM/BILL WA	\$70.56
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$640.33
07/12	07/12	5543286615WZHN328	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$400.00
07/14	07/16	5543286635XWW9N0G	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$152.86
07/15	07/16	555003664TTH894Q9	GOOGLE *GOOGLE STORAGE 650-253-0000 CA	\$2.12
07/28	07/31	85133316KLQ1YAWG0	SCULLYS SPORTS BAR & G PORT LAVACA TX	\$20.67
07/28	07/31	85133316KLQ1YAXEE	SCULLYS SPORTS BAR & G PORT LAVACA TX	\$15.14
08/01	08/03	55207396N006B4SV0	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$620.79
07/07	07/09	55488725X2MD3J26E	TCEQ EPAYMENT AUSTIN TX	\$113.75
07/08	07/09	55432865X5VSPYNG7	TEEX ECOMMERCE 979-458-6898 TX	\$455.00
07/19	07/20	254573369000FR3VR	PREP BLAST 615-6893546 TN	\$43.50
07/19	07/20	254573369000FT3Y6	PREP BLAST 615-6893546 TN	\$43.50
07/21	07/23	02305376B00KWA3XT	USPS PO 4872200979 PORT LAVACA TX	\$8.80
07/23	07/24	55310206Q2DL950VZ	AMZN MKTP US*N06OT3J33 AMZN.COM/BILL WA	\$886.70
07/26	07/27	25457336G000GGBSA	PREP BLAST 615-6893546 TN	\$43.50
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$1,594.75

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	19.24% (v)	\$0.00	32	\$0.00

(v) - variable

CITY OF
Account Number: XXXX XXXX XXXX 0305**INTEREST CHARGE CALCULATION (continued)**

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
Cash Advances	19.24% (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.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

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: Susan Lang, Finance Director
Subject: FY 22-23 Financial Highlights through **August 31, 2023**
Date: September 6, 2023

Below are the following reports for the period ending **August 31, 2023**, or **91.6%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$4,869,562** for the year as of July. Collections in FY 22-23 are 95.56% of total adjusted tax levy. Total current year Property Taxes Outstanding as of July is **\$224,339**.

In the General Fund, revenues through **8/31/23** are **101%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,488,188** for the year as of August. Collections in FY 22-23 are 110% of budget.
2. *Sales Tax* collections through August were **\$3,236,850** or 103% of budget. Collections through August in FY 21-22 were **\$3,110,624**.
3. *Licenses & Permits* collections are **\$141,251** for the year, or 81% of budget. Collections through August in FY 21-22 were **\$167,568**.
4. *Bauer Center Rentals* through August are **\$70,300** or 88% of budget. Collections through August in FY 21-22 were **\$58,400**.
5. *Court Fines* are **\$61,713** for the year, or 51% of budget. Collections through August in FY 21-22 were **\$83,525**.

Expenditures in the General Fund for the year are **79%** of budget.

Target: 91.6%

In the Utility Fund, revenues as of **8/31/23** are **84%** of budget. In addition:

1. *Metered Water* sales through August are **\$2,407,801 or 96%** of budget.
2. *Residential Sewer* sales through August are **\$1,167,966 or 93.5%** of budget.
3. *Garbage Billings* through August are **\$832,357 or 91%** of budget.

Expenditures in the Utility Fund for the year are **78.5%** of budget.

Summary – FY 2022-2023 through 8/31/23

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	Revenues Less <u>Expense</u>
General	\$10,466,409	101%	\$8,836,749	79%	\$1,629,660
Utility	5,970,898	84%	5,948,279	78.5%	22,619
HOT	408,336	67%	553,154	97%	(144,818)
Beach	331,630	91%	127,988	67.5%	203,642
Port	663,553	38%	519,441	28.5%	144,112
Total					1,855,215

I will be at the City Council meeting, should you have any questions regarding the information provided.



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
July 31, 2023**

TAXES DUE AT CERTIFICATION 5,080,947.08

Adjustments to Date -23,413.65

TOTAL TAX LEVY 5,057,533.43

2022 Tax Collections

	Base	Penalties & Interest	Total
October	2,367,370.85	0.00	2,367,370.85
November	456,709.33	0.00	456,709.33
December	544,010.48	0.00	544,010.48
January	1,056,515.19	0.00	1,056,515.19
February	115,930.96	5,904.59	121,835.55
March	106,206.19	8,280.05	114,486.24
April	56,479.51	5,465.39	61,944.90
May	56,576.18	6,726.32	63,302.50
June	31,943.42	4,618.72	36,562.14
July (Delinquent as of July 1, 2022)			0.00
August			0.00
September			0.00

TOTAL 4,791,742.11 30,995.07 4,822,737.18

Last Year %
Collected
96.39%

% Collected 95.56%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments 46,824.76

2022 TAXES OUTSTANDING 224,338.96

% Current Outstanding 4.44%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	15,508.53	3,883.19	19,391.72
November	11,960.20	5,936.64	17,896.84
December	29,654.80	10,931.51	40,586.31
January	7,327.91	3,189.44	10,517.35
February	5,002.82	4,245.22	9,248.04
March	5,245.73	3,492.81	8,738.54
April	3,207.67	1,508.35	4,716.02
May	3,309.74	1,961.42	5,271.16
June	1,897.35	1,180.02	3,077.37
July	33,481.39	13,591.76	47,073.15
August			0.00
September			0.00

TOTAL 116,596.14 49,920.36 166,516.50

DELINQUENT TAXES OUTSTANDING 354,200.82

TOTAL TAXES OUTSTANDING 578,539.78

8/10/23 32

COMMUNICATION

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

INFORMATION:

City of Port Lavaca—City Council

September 11, 2023

- **Housing**
 - Continue to work with Connect Humanity & Wilkins Alumni Association
 - Brought in partners with Associated Builders and Contractors
 - Shared with CCISD Superintendent updates and need for engagement
 - Continue communication with Wilkins Alumni President
 - Independent Developer
 - Met with private developer that is highly interested in establishing workforce housing for Port Lavaca
 - Plans to come into community week of September 11th
- **Calhoun Strategic Planning Workgroup**
 - Developed a work group to prioritize findings from Newmark strategic plan results
 - Will meet on monthly basis, will modify meetings as necessary
- **One-Page Flier**
 - Continue to edit and amend one-page flier(s) to highlight demographic stats, workforce, education, and recreation of Port Lavaca
 - Working to get appropriate mapping and land availability with detailed information of infrastructure
- **Project/Development**
 - Met with developer regarding potential restaurant expansion
 - Preparing for Caterpillar Summit at end of September
 - Will highlight property located within City & County—for potential use and expansion projects
- **Ongoing/Upcoming**
 - Developing a target list for Business Retention and Expansion visits
 - Established rapport with CCISD Superintendent to ensure workforce ready pipeline for targeted occupations
 - VEDC staff to attend TML EDC Conference on behalf of City of Port Lavaca

COMMUNICATION

SUBJECT: Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for properties listed: Presenter is Derrick Smith

INFORMATION:

COMMUNICATION

SUBJECT: Consider finding that the following properties listed, located in the City of Port Lavaca, Texas, are in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on September 11, 2023. Presenter is Derrick Smith

INFORMATION:

COMMUNICATION

SUBJECT: Receive Budget Report from Undine, LLC for the Port Lavaca Water Treatment Plant for the 2023-2024 Fiscal Year pursuant to the Water Treatment Contract. Presenter is Jody Weaver

INFORMATION:

Private and Confidential



**The City of Port Lavaca
September 11, 2023**

Undine - Pt. Lavaca Treatment Plant 2023-2024 Budget

Undine Wholesale Supply LLC 2023 - 2024 Budget

	Total 2023 - 2024 Budget	Port Lavaca 2023 - 2024 Budget
GPD Committed	6,000,000	4,000,000
% of Total		66.67%
Projected Expenses		
Purchased Power	\$ 112,080	\$ 74,724
Chemicals	241,800	161,208
Contract Management Fees	910,956	607,334
Repairs & Maintenance	210,240	140,167
Testing	32,340	21,561
Bank Fees	2,340	1,560
Insurance	92,076	61,387
Telephone/Mission Units Monitoring	7,236	4,824
Property & Franchise Taxes	60,828	40,554
Other Operating Expenses	9,540	6,360
Administrative and General	404,232	269,501
Depreciation and amortization	181,226	120,823
Interest Expense - Debt	99,905	66,607
Income Taxes	84,600	56,400
Total Utility Operating Expenses	<u>\$ 2,449,399</u>	<u>\$ 1,633,012</u>
Revenue Requirement		<u>\$ 1,845,211</u>
Net Income		<u>\$ 212,199</u>
Margin		11.50%

Undine - Pt. Lavaca Treatment Plant 2023-2024 Budget

Undine Wholesale Supply LLC 2023 - 2024 Budget

	Port Lavaca 2022 - 2023 Budget	Port Lavaca 2023 - 2024 Budget	Increase
Projected Expenses			
Purchased Water	\$ -	\$ -	
Purchased Power	\$ 74,724	\$ 74,724	\$ -
Chemicals	161,208	161,208	-
Contract Management Fees	607,340	607,334	(6)
Repairs & Maintenance	120,166	140,167	20,001
Testing	21,561	21,561	-
Bank Fees	-	1,560	1,560
Insurance	61,385	61,387	2
Permitting and Other Regulatory	240	-	(240)
Telephone/Mission Units Monitoring	1,033	4,824	3,791
Property & Franchise Taxes	40,554	40,554	0
Other Operating Expenses	6,367	6,360	(7)
Administrative and General	242,417	269,501	27,084
Depreciation and amortization	61,385	120,823	59,438
Interest Expense - Debt	240	66,607	66,367
Income Taxes	50,050	56,400	6,350
Total Utility Operating Expenses	\$ 1,448,671	\$ 1,633,012	\$ 184,341
Margin	11.5%	11.5%	
Revenue Requirement	\$ 1,636,916	\$ 1,845,211	\$ 208,295
Net Income	\$ 188,245	\$ 212,199	
Margin	11.5000%	11.5000%	

- (1) Increase related to additional planned repair projects, particularly to clear out treatment beds
- (2) Increase related to overall Admin & General inflation. Port Lavaca ERC's used for allocation calculation remained unchanged from prior year (\$5,000) for the 2023-2024 Budget
- (3) Increase in depreciation for capital improvements at Water Treatment Plant
- (4) Increase in interest rate to 8.33%

Undine - Pt. Lavaca Treatment Plant 2023-2024 Budget

Summary-Budget Notes

- Budget was prepared by projecting 4-5 months actual expenses
- Increase in Repairs & Maintenance expense primarily related to planned repair projects, particularly to clear out treatment beds
- Increase in Administrative and General expense primarily related to overall inflation. City of Port Lavaca ERC's used for allocation calculation held unchanged from prior year (5,000) for 2023-2024
- Increase in Depreciation related to capital improvement projects
- Increase in Interest Expense related to the increase in interest rate to 8.3%

Undine - Pt. Lavaca Treatment Plant – Operations Overview

Summary-Operations Overview

- Completed change out and upgrade of the Main Meters to AMR Cellular read Meters
- 18" AMR Cellular read Main Meter will be installed in the next two weeks
- 100% Complete - Replaced GBRA's SCADA System with Mission Communications
- 90% Complete - Upgraded and Repaired Existing Electrical Wiring Panels to improve reliability
- 60% Complete – Raw Water Pump Station line to opposite side of reservoir, pump expected delivery in 4 weeks
- New larger Generator on-site, scheduled to be installed soon
- Currently upgrading Clarifier Drives
- Evaluating alternatives for Elevated Storage
- Working on preliminary evaluations for the Filtered Water Transfer Pump Station

COMMUNICATION

SUBJECT: 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 01, 2023, beginning at 6:30 p.m. and also request waiver of any fees associated with the event. Presenter is Tania French

INFORMATION:

COMMUNICATION

SUBJECT: Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the “Marian Rosary” procession parade on Sunday, October 08, 2023 beginning at 5:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow

INFORMATION:

Mandy Grant

From: Mary Lupita Reyes <m.reyes0707@yahoo.com>
Sent: Thursday, August 31, 2023 1:03 PM
To: Mandy Grant
Subject: OUR LADY OF THE GULF STREET PROCESSIONS

Thank you so much for your phone call this morning. I have confirmed with Fr. Tommy Chen and we are needing permission for two (2) processions.

The first processions (Rosary Procession) is scheduled for Sunday, October 8th starting at 6:00 PM.

The second procession (Christ the King Procession) is scheduled for Sunday, November 26th at 5:00 PM

We will start at Our Lady of the Gulf's parking lot taking a right on S. Nueces St., walk two (20) blocks towards W. Live Oak St., turn right on Live Oak, walk three (3) blocks towards S. Ann St., taking a right on S. Ann walking one (1) block to W. Leona St. We will take a right on Leona St. and walk back to Nueces St. and back to Our Lady of the Gulf's parking lot.

We would very much appreciate the Police Department's escort to ensure our community is safe during the procession.

Thanks again and let me know if there are any issues or questions with our request.

Mary Lupita Reyes
361-482-9932

COMMUNICATION

SUBJECT: Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for their annual “Christ the King Eucharistic Procession Parade” on Sunday, November 26, 2023 beginning at 5:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow

INFORMATION:

Mandy Grant

From: Mary Lupita Reyes <m.reyes0707@yahoo.com>
Sent: Thursday, August 31, 2023 1:03 PM
To: Mandy Grant
Subject: OUR LADY OF THE GULF STREET PROCESSIONS

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We would very much appreciate the Police Department's escort to ensure our community is safe during the procession.

Thanks again and let me know if there are any issues or questions with our request.

Mary Lupita Reyes
361-482-9932

COMMUNICATION

SUBJECT: Consider request of Calhoun County Fair Association (CCFA) for a parade permit and traffic control assistance on Saturday, October 14, 2023 beginning at 9:00 a.m.; the parade route will be from Sandcrab Stadium, San Faubion, N. Virginia, Main streets and ending at the Bayfront Peninsula; and also request waiver of any fees associated with the event. Presenter is Colin Rangnow

INFORMATION:

Lorena Perez-Diaz

From: Amanda Gonzalez/FTP2SF <AmandaG@ftpc.fpcusa.com>
Sent: Friday, September 1, 2023 8:12 AM
To: Lorena Perez-Diaz
Subject: CC Fair Parade 2023

Good Morning,

It is at the request of the Calhoun County Fair Association that we get in the agenda for approval of the 2023 Fair Parade scheduled for October 14, 2021. The theme this year will be "Bulls & Belles". We will have a lineup at the CHS Stadium and using the Hwy 35 entrance only. The parade route will be start up at Sam Fabion, right on Virginia, left on Main, and end at the Bayfront. The parade will begin line up at 9:00 am and start-up to begin at 10:00 am. We will need police escort for securing a roadblock.

Thanks

Amanda Gonzalez



Formosa Plastics

Administrative Assistant – PPII

Phone 361/987-8426

Fax 361/987-8425

Cell 361/482-8464

Email: amandag@ftpc.fpcusa.com

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COMMUNICATION

SUBJECT: Consider request of Port Lavaca Police Department for temporary street closure of 100 block E. Railroad Street from 200 block N. Virginia Street to 200 block N. Colorado Street for the annual “National Night Out Celebration” on Tuesday, October 03, 2023 from 5:00 p.m. to 9:00 p.m. and also request waiver of any fees, if any, associated with the event. Presenter is Colin Rangnow

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

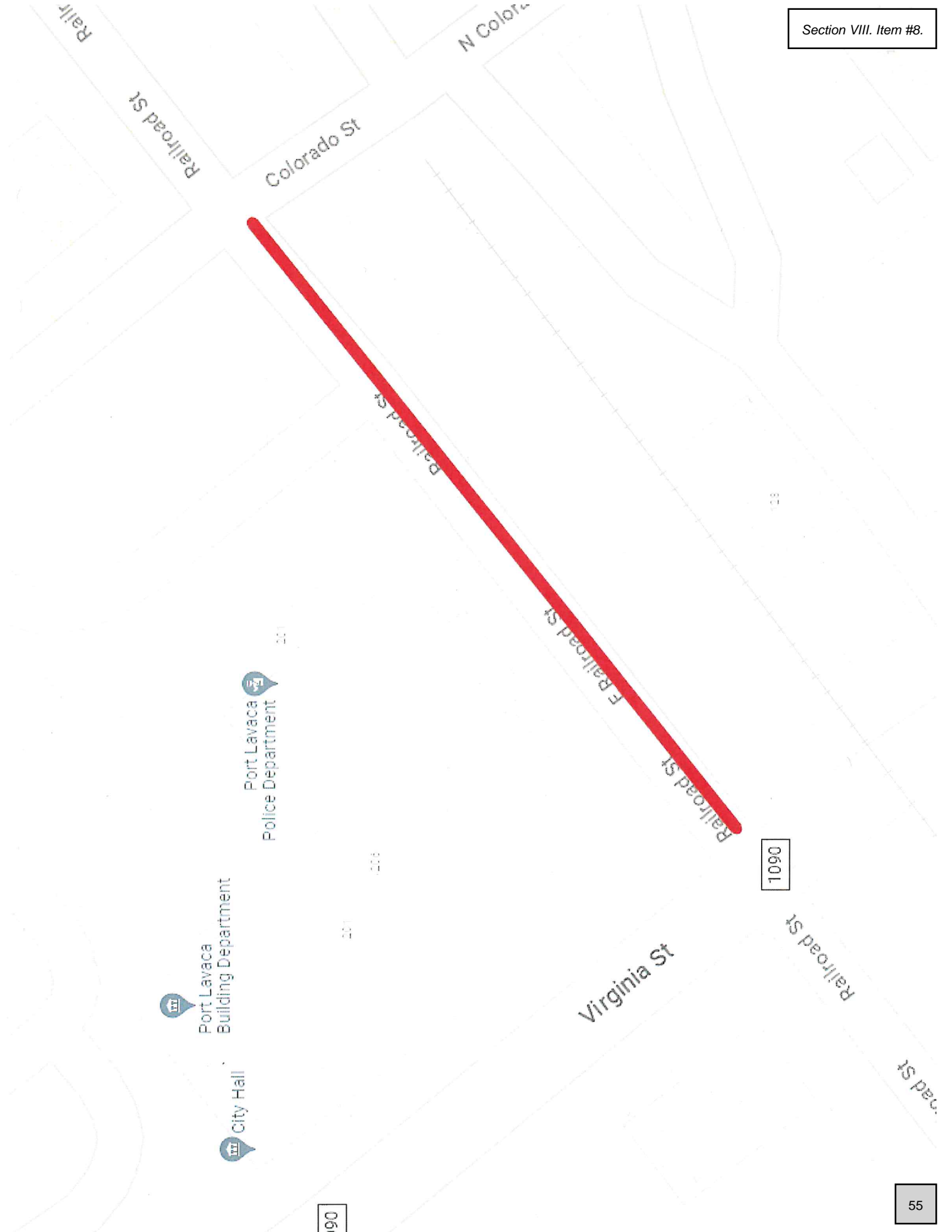
To: City Secretary Mandy Grant
From: Chief Colin Rangnow
Date: August 24, 2023
Subject: Agenda Item: Street Closure National Night Out

The Port Lavaca Police Department requests approval from City Council of the City of Port Lavaca to temporary close the 100 blk of E Railroad from 200 N Virginia to 200 N Colorado for the annual National Night Out Celebration to be held at the Port Lavaca Police Department located at 201 N Colorado, on Tuesday, October 3, 2023 from 6 pm to 8 pm. The road closure would start an hour before the event (5 p.m.) and would open shortly after the event concludes.

A handwritten signature in black ink, appearing to read "Colin Rangnow", is written over the printed name.

Chief Colin Rangnow

Port Lavaca Police Department



COMMUNICATION

SUBJECT: Consider request of the Port Lavaca Police Department to declare three fleet vehicles used in a patrol capacity as surplus and donate said vehicles to Calhoun County Independent School District (CCISD). Presenter is Colin Rangnow

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant
From: Chief Colin Rangnow
Date: August 24, 2023
Subject: Agenda Item: Surplus Patrol Units

The Port Lavaca Police Department requests approval from City Council of the City of Port Lavaca to declare three fleet vehicles used in a patrol capacity as surplus and donate said vehicles to Calhoun County Independent School District.

Unit 3200 2016 Chevrolet Tahoe VIN #1GNLCDEC5GR178417

Unit 2957 2016 Chevrolet Tahoe VIN #AGNLC2EC3FR252825

Unit 2910 2014 Chevrolet Tahoe VIN #1GNLC2E03ER224253

Above mentioned are decommissioned and no longer used in day to day operations.

Chief Colin Rangnow

Port Lavaca Police Department



Calhoun County ISD
Office of Superintendent
525 N. Commerce Street
Port Lavaca, Texas 77979

September 1, 2023

City of Port Lavaca and Port Lavaca Police Department,

Calhoun County ISD will gladly accept donated vehicles and equipment from the City of Port Lavaca and Port Lavaca Police Department. The CCISD Board of Trustees will be informed of this generous donation.

Thanks for your support,

A handwritten signature in blue ink, appearing to read "Evan Cardwell". The signature is fluid and cursive.

Evan Cardwell, Superintendent

COMMUNICATION

SUBJECT: Consider appointment of member(s) to Recreation and Parks Board to fill a vacancy and/or start new term. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: **SEPTEMBER 11, 2023** **AGENDA ITEM #** _____

DATE: 9/6/2023

TO: HONORABLE JACK WHITLOW AND CITY COUNCIL MEMBERS

FROM: JOANNA WEAVER, INTERIM CITY MANAGER

SUBJECT: REAPPOINTMENT OF RECREATION AND PARKS BOARD
MEMBER

BACKGROUND:

The Recreation and Parks Board has two terms that have expired for Mac Sistrunk and Olga Szela. Both members have requested to be reappointed to the Recreation and Parks Board. There are no term limits established and the full term is for a period of two (2) years.

FINANCIAL IMPLICATIONS:

IMPACT ON COMMUNITY SUSTAINABILITY:

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Letter of interest from board members for reappointment is attached.

September 1, 2023

Council Members
City of Port Lavaca, TX

Dear Members:

My appointment to the Recreation & Parks Board ("Parks Board") of the City of Port Lavaca, Texas, is up for renewal. I would appreciate a reappointment.

I have served on the Parks Board for something in the neighborhood of 20 years and would like to continue to do so. Over that period, I have witnessed vast improvements in the parks system and am sure that this will be a continuing trend in the foreseeable future. In my experience, some of the projects that were "pipe dreams" five, 10 or 15 years ago are now a reality. I have learned that with vision from the Parks Board and the City Council, the projects, most often driven by the public's input and sought after facilities, can come to fruition over time.

I would like to continue to be part of the process and am seeking reappointment. Thank you for your consideration.

Sincerely,

Malcolm M. "Mac" Sistrunk, Jr.
215 Oakglen Dr.
Port Lavaca, TX 77979

Lorena Perez-Diaz

From: Olga Szela <o.szela1954@gmail.com>
Sent: Tuesday, September 5, 2023 9:57 AM
To: Lorena Perez-Diaz
Subject: Park board member

I am still interested and would like to continue serving on the Park and recreation board.

Thank you for your consideration.

Olga A. Szela

COMMUNICATION

SUBJECT: Consider appointment of member(s) to Planning Board to fill a vacancy and/or start new term. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: 9/11/2023

DATE: 9/6/2023

TO: HONORABLE MAYOR WHITLOW AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DIRECTOR OF ECONOMIC DEVELOPMENT

SUBJECT: APPOINTMENT/REAPPOINTMENT OF PLANNING BOARD
MEMBER

BACKGROUND:

The Planning Board has a vacancy and a letter of interest from Sheryl Cuellar has been received. She has expressed interest in a second full-term appointment with the Planning Board. Mrs. Cuellar is a pillar in the Port Lavaca community and feels that her experience in meetings and passion towards Port Lavaca will be a good resource to the Planning Board.

There are no term limits established and the full term is for a period of two (2) years.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

See letter of interest from Sheryl Cuellar attached.

Sheryl Cuellar

108 Boston, Port Lavaca, Texas 7979
Phone: 361-676-5807

► **City of Port Lavaca City Council**

September 1, 2023

Dear Members of Port Lavaca City Council

I, Sheryl Moore Cuellar, am submitting this letter asking you to please vote to reinstate me as a member of the City of Port Lavaca Planning Board. I have served two terms and have enjoyed the work that we have done to make Port Lavaca the best it can be both in the near future and in the decades to come.

I have been very excited to see the changes and additions we have discussed and passed on to you come to fruition and see the positive impact and growth it has been for the citizens of this city. We have such wonderful people working towards a common goal in so many different areas of this city office and within the community that I am looking forward to seeing things through and being a part of the growth and pulse of the city.

I hope that you will consider what we have accomplished and will allow me to continue in my work for you and our wonderful city.

Sincerely,

Sheryl Moore Cuellar

COMMUNICATION

SUBJECT: Consider proposed City Compensation plan for the 2023-2024 fiscal year.
Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 11, 2023**AGENDA ITEM __**

DATE: 09.06.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER CITY COMPENSATION PLAN FOR THE 2023-24 FISCAL YEAR**

BACKGROUND:

It is the policy of the City of Port Lavaca to perform a salary survey every two (2) years, to include city to city contact and survey data available through TML. Every sixth (6th) year the City contracts 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.

Staff performed a review of the current salaries paid and 100% of full-time positions are currently being paid at or above the minimum pay recommended in the Compensation plan adopted by Council last year. The average is 91% of the midpoint.

Last year (FY 2022-23), an in-house Salary Survey was performed by City staff which identified the pre-vailing wage rate, represented by salary mid-points, for the various entities that were used in the January 2021 study, as well as the TML Salary Survey for other jurisdictions close to our population.

Another in-house salary survey is not required by policy until next year, but staff did invest time to compare our current midpoints with those reported by our comparable cities in the annual TML salary survey. As a result of this review, we are recommending that the salary range for Municipal Clerk move from a 33 to a 34.

As discussed at the recent Budget Workshop, we are also proposing to ADD the job description of "Capital Projects/Grants Coordinator". This is an additional position to our FTE number.

We are also proposing a new job title of "Department Office Manager" be added to the salary structure in pay grade 40, and reclassification for the current Administrative Assistants in the Police Department and Public Works to "Office Manager-Police Department" and "Office Manager-Public Works Department" These are not additional positions, but rather a re-evaluation of the current job duties associated with those positions, which were overlooked when we performed the salary survey last fiscal year. We determined a "general" Administrative Assistant job title was not equivalent to the duties being performed, but more closely resembled the job titles of "Office Manager" when compared to other cities associated with our salary survey comparative cities. The proposed job descriptions are attached with a recommended pay grade of 40, which align with the duties currently being performed for each of those positions. Staff has assembled job descriptions from among our comparative cities, active job postings and current pay scales associated with the Office Manager duties. We have determined that a pay grade of 40 should be assigned to an Office Manager job description, and request City Council's approval.

	Full-time Emp	Population	FTE per 10,000
1 Aransas Pass	148	8011	184.7
2 Brenham	240	17848	134.5
3 Seguin	415	30902	134.3
4 Wharton	110	8627	127.5
5 Rockport	128	10877	117.7
6 Cuero	91	8386	108.5
7 Bay City	183	17882	102.3
8 Lockhart	146	14844	98.4
9 Victoria	641	68078	94.2
10 Portland	207	23575	87.8
11 Taylor	920	105719	87.0
12 Port Lavaca	100	11557	86.5
13 Round Rock	1075	124614	86.3
14 Buda	139	16590	83.8
15 Kyle	360	51789	69.5
16 Pflugerville	432	77629	55.6

Finally, we have compared our City to neighboring cities and those who are considered emerging, such as the description for Port Lavaca. We would like to point out that Port Lavaca currently ranks 12th out of the 16 cities with the number of full-time employees per 10,000 population.

RECOMMENDATIONS:

- 1) The City approves the Salary Structure as presented, providing an amount equal to 5% of the estimated FY 2022-23 payroll for merit increases for FY 2023-24;
- 2) Approve the addition of one new position being “Capital Projects/Grants Coordinator” and approve the job description and grade as presented;
- 3) The addition of the job title “Office Manager” into the pay structure at grade 40 and approve the reclassification of the Administrative Assistant positions in the Police Department and Public Works Department into this new pay grade.
- 4) The City Headcount is approved at 100 full-time employees and 3.38 part-time FTEs.

**CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2023**

Section VIII. Item #12.

Pay Grade	Job Class/Title	Min	Midpoint	Max
28	Janitor Part-time Animal Shelter Attendant	\$ 25,577.12 \$ 12.30	\$ 30,090.73 \$ 14.47	\$ 34,604.34 \$ 16.64
33		\$ 32,930.83 \$ 15.83	\$ 38,693.72 \$ 18.60	\$ 44,456.62 \$ 21.37
34	Accounting Clerk CVB Maintenance Worker Dispatcher Meter Technician Municipal Court Clerk Parks Maintenance Worker Street Maintenance Worker Utilities Maintenance - WWTP Utility Billing Customer Service Representative Utility Maintenance Worker Utility Maintenance-Construction	\$ 34,577.37 \$ 16.62	\$ 40,628.41 \$ 19.53	\$ 46,679.45 \$ 22.44
35	Animal Control Officer Development Coordinatior/Permit Technician Heavy Equipment Operator Police Cadet	\$ 36,306.24 \$ 17.45	\$ 42,659.83 \$ 20.51	\$ 49,013.42 \$ 23.56
36	Administrative Assistant Code Enforcement Officer Lead Dispatcher/Administrative Assistant Records Clerk/Dispatcher Utilities Operator - WWTP C	\$ 38,121.55 \$ 18.33	\$ 44,792.82 \$ 21.54	\$ 51,464.09 \$ 24.74
37	Customer Service Supervisor Parks Crew Leader Streets Crew Leader Senior Animal Control Officer Utilities Crew Leader - WWTP Utilities Operator - WWTP B Utilities Operator - WWTP B Utility Crew Leader	\$ 40,027.63 \$ 19.24	\$ 47,032.46 \$ 22.61	\$ 54,037.30 \$ 25.98
38	Exec. Assistant to CM / HR Coordinator Utilities Operator - WWTP A	\$ 42,029.01 \$ 20.21	\$ 49,384.08 \$ 23.74	\$ 56,739.16 \$ 27.28
40	Accountant Assistant City Secretary Office Manager	\$ 46,336.98 \$ 22.28	\$ 54,445.95 \$ 26.18	\$ 62,554.92 \$ 30.07
41	Firefighter/Engineer (2912 hours)	\$ 48,593.01 \$ 16.69	\$ 57,168.25 \$ 19.63	\$ 65,743.49 \$ 22.58

**CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2023**

Section VIII. Item #12.

Pay Grade	Job Class/Title	Min	Midpoint	Max
42	Patrol Officer (2236 hours)	\$ 51,086.52	\$ 60,026.66	\$ 68,966.80
	Senior Accountant (2080 hours)	\$ 22.85	\$ 26.85	\$ 30.84
	Capital Projects / Grants Coordinator	\$ 24.56	\$ 28.86	\$ 33.16
44	Fire Lieutenant (2912 hours)	\$ 56,322.89	\$ 66,179.40	\$ 76,035.90
	Police Corporal (2080 hours)	\$ 19.34	\$ 22.73	\$ 26.11
	Police Corporal (2080 hours)	\$ 27.08	\$ 31.82	\$ 36.55
	Police Corporal (2236 hours)	\$ 25.19	\$ 29.60	\$ 34.01
45	Parks Superintendent			
	Streets Superintendent	\$ 59,139.03	\$ 69,488.37	\$ 79,837.70
	Utilities Superintendent	\$ 28.43	\$ 33.41	\$ 38.38
46	Detective-Sergeant (2080 hours)	\$ 62,095.99	\$ 72,962.78	\$ 83,829.58
	Patrol Sergeant (2236 hours)	\$ 29.85	\$ 35.08	\$ 40.30
	Patrol Sergeant (2236 hours)	\$ 27.77	\$ 32.63	\$ 37.49
	Harbor Master (2080 hours)	\$ 29.85	\$ 35.08	\$ 40.30
47	Fire Captain (2912 hours)	\$ 65,119.28	\$ 76,610.92	\$ 88,102.56
		\$ 22.36	\$ 26.31	\$ 30.26
48	Patrol Lieutenant (2080 hours)	\$ 68,375.25	\$ 80,441.47	\$ 92,507.69
	CID Lieutenant (2080 hours)	\$ 32.87	\$ 38.67	\$ 44.47
49	City Secretary/Court Manager	\$ 71,794.01	\$ 84,463.54	\$ 97,133.07
		\$ 34.52	\$ 40.61	\$ 46.70
53	Director of Finance			
	Director of Development Svs	\$ 87,375.29	\$ 102,665.96	\$ 117,956.64
	Director of Public Works	\$ 42.01	\$ 49.36	\$ 56.71
54		\$ 91,629.37	\$ 107,799.26	\$ 123,969.15
55	Police Chief	\$ 96,210.84	\$ 113,189.22	\$ 130,167.61
	Fire Chief	\$ 46.26	\$ 54.42	\$ 62.58
61	City Manager	\$ 135,378.31	\$ 159,268.61	\$ 183,158.90
		\$ 65.09	\$ 76.57	\$ 88.06



JOB TITLE: Capital Projects & Grant Coordinator
DEPARTMENT: Finance
JOB CODE:

PAY GRADE: 42

JOB DEFINITION:

Under limited supervision, of the Finance Director, the Capital Projects & Grant Coordinator provides professional, technical, administrative, and analytical assistance in coordinating various grants and capital projects across all City departments. Provides training and advice to City departments in preparing grant applications and proposals; prepares and/or assists in the procurement processes, the preparation of grant and capital project financial reports; accounts for grant and capital project revenues and expenditures in accordance with the grant contracts and City Financial policies, and reconciles all project budgets on a monthly basis. Provides and/or assists with Projects Transparency with the public. Thorough knowledge of local, State and Federal laws, codes and regulations related to grants administration and the use of public funds. Acts as a liaison with external auditors on the conduct of the "Single Audit" and preparation of the "Single Audit" report. Acts as a liaison between city departments, vendors and various grant award agencies for all projects.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties and responsibilities. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and duties performed by incumbents of this class. Essential duties and responsibilities may include, but are not limited to, the following:

- Ensures accurate grant application procedures are followed by user departments prior to submission and ensures proper procurement processes are followed according to applicable guidelines and procurement laws.
- Gathers and maintains central records in accordance with the city's policies and procedures.
- Maintains software and master files on all projects and monitors all paperwork connected with major capital projects.
- Assists with establishment of citywide policies to ensure procurement and project reporting is conducted efficiently across all parties.
- Provides policy training to user departments and suggests updates to policies as needed.
- Coordinates meetings on a regular basis with all departments on grant opportunities research and updates.
- Writes grant application(s) to funding agencies, whether it is federal, state, local, or private foundations. Critiques and ensures grant proposals written by City departments' staff are correct and accurate.
- Ensures accurate accounting of all City projects to include the review of disbursements and compliance with policies and providing funding verbiage for all projects before being presented to management.
- Initiates corrective action for budgetary allocations to ensure compliance with the approved budgets pertaining to projects. Serves as city liaison for grants and capital projects and prepares monthly, quarterly, and annual financial reports as required.
- Responsible for the preparation of the annual Schedule of Expenditures of Federal Awards (SEFA) and maintains a schedule of all capital projects and grants that include grants from federal, state, and local sources.
- Communicates with representatives of funding sources to work on details of proposals.

- Resolves issues and conflicts with grant funding agencies (ie. FEMA, GLO, TxDOT, Texas Parks and Wildlife).
- Required to attend training to stay up to date on local, state, and federal rules and regulations related to grant and project administration.
- Authorizes project expenditures within policy and grant requirements.
- Reconciles all project and grant expenditures and proceeds monthly and ensures all activities comply with grant guidelines and expenditures are recorded against the appropriate project.
- Prepares reconciliation reports with project and grant expenditures and reimbursements to Finance Director monthly.
- Coordinates with annual auditors to ensure successful completion of the Single Audit.
- Ensures timely execution of project awards and contracts to the city.
- Maintains accurate procurement records associated with all projects and grants.
- Assists City departments in the procurement process for projects and grants according to City, State and Federal laws and regulations.
- Ensures accurate grant application procedures are followed by user departments prior to submission. Performs other related duties as required.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of:

- City organization, operations, policies, and procedures.
- Generally Accepted Accounting Principles (GAAP), and Government, Accounting, Auditing, and Financial Reporting (GAAFR) principles for Public Sector financial management, including payroll, treasury, grant funds, public debt management, and regulatory reporting requirements.
- Federal, state and local laws, codes, and regulations governing finance and accounting.
- Ability to prepare complex analytical reports and maintain detailed financial records.
- Ability to exercise a considerable degree of independence.

Skill in:

- Interpreting and applying accounting standards and procedures, applicable Federal and state rules and regulations, and City policies and procedures.
- Monitoring and interpreting financial documents, and verifying compliance with all regulatory requirements governing municipal financial activities.
- Reviewing interrelated financial and technical records, and identifying and reconciling errors.
- Establishing and maintaining cooperative working relationships with co-workers.
- Assessing and prioritizing multiple tasks, projects, and demands.
- Using a personal computer, MS Office, specialized financial software applications and typical online forms.
- Communicating effectively verbally and in writing.

MINIMUM QUALIFICATIONS:

Bachelor's Degree in Finance, Accounting, or related field; AND four years experience in municipal finance and budgeting; OR an equivalent combination of education, training and experience.

- State of Texas driver's license may be required
- Certified Government Finance Officer (CGFO) is preferred or the ability to obtain within two years of hire date.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.

CITY OF PORT LAVACA

Section VIII. Item #12.

Compensation Analysis
DEPARTMENT OFFICE MANAGER

Police Department - Administrative Assistant - Evidence Technician (based upon current job duties)

Comparative Cities	Equivalent Job Title	Salary		
		Min.	Mid.	Max.
Calhoun County	Office Manager	53,295	61,251	69,206
Bay City	Office Manager	44,117	51,896	59,696
Rockport				
Ingleside				
Victoria	Quartermaster			
El Campo				
Beeville	Admin Asst/Evidence Supervisor			
Warton				
Freeport	Office Manager/Admin Asst.	36,400	44,750	53,100
Angleton				
Port Neches				
Other Cities (* Active Job Listings)				
Coppell	* Administrative Services Manager	56,817	69,594	82,371
Frisco	* Office Manager	49,691	59,634	69,576
AVERAGE			57,425	Pay Grade 42

Public Works Department - Administrative Assistant (based upon current job duties)

Comparative Cities	Equivalent Job Title	Salary		
		Min.	Mid.	Max.
Calhoun County				
Bay City	Office Manager	44,117	51,896	59,696
Rockport	Administrative Supervisor	52,083	64,334	78,449
Ingleside				
Victoria	Administrative Supervisor	40,776	49,426	58,075
El Campo	Administrative Assistant	37,835	45,178	53,934
Beeville				
Warton	Assistant to PW Director	55,453	65,541	79,227
Freeport				
Angleton	Public Works Office Manager	36,657	44,905	53,152
Port Neches				
Other Cities (* Active Job Listings)				
Calumet	* Public Works Office Manager	37,440	43,680	49,920
Cedar Park	* Office Manager	45,458	55,437	65,415
Deer Park	Office Manager			
Midlothian	Administrative Office Manager			
Nassau Bay	Public Works Office Manager			
Pearsall	Public Works Office Manager			
AVERAGE			52,550	Pay Grade 40

STAFF RECOMMENDS A PAY GRADE OF 40 FOR BOTH POSITIONS

CITY OF PORT LAYACA

JOB TITLE: Office Manager
DEPARTMENT: Police
REPORTS TO: Chief of Police
EMERGENCY STATUS: Essential
JOB CODE: 5110
PAY GRADE: 40

JOB DEFINITION:

Under minimal supervision, performs advanced professional assistance work for the Police Chief. Work involves overseeing high-level administrative operations of the department. May supervise the work of others. Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties and responsibilities. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and duties performed by incumbents of this class. Essential duties and responsibilities may include, but are not limited to, the following:

- Performs a wide variety of complex, responsible, and confidential administrative professional duties for the Police Chief, Police Department, and Animal Control; performs special projects and assignments; coordinates and prioritize workflow; directs and oversees office operations.
- Compiles information for sensitive reports and evaluations; assists in preparing comprehensive reports, recommends improvements in workflow, procedures and use of equipment and forms.
- Screens visitors and telephone callers; responds to complaints and requests for information on regulations, procedures, systems and precedents relating to the Police Department.
- Maintains calendars of Department activities, meetings and various events with the public and outside agencies, schedules meetings with citizens and staff when directed.
- Operates a variety of office equipment including a computer; inputs and retrieves data and text; organizes and maintains disc storage and filing.
- Makes limited delegated policy and procedure interpretation within the specific areas of authorization by the Department; conducts transactions with Department Heads, other employees or proper agencies requiring detailed knowledge of rules, procedures, policies, precedents, and activities; supplies information involving facts and interpretations.
- Processes invoices, prepares memos, financial statements and other documents, using word processing, spreadsheet, database, or presentation software; maintains large amounts of administrative correspondence in a retrievable format.
- Opens, sorts and distributes incoming correspondence, including faxes and email.
- Performs general office duties such as ordering supplies and performing basic bookkeeping work.
- Performs Quarter Master duties, issuing equipment and uniforms
- Organizes and maintains complex technical and confidential filing systems; manages department records system including citizen's complaints, internal investigations, Use of Force reports, performance evaluations, TCOLE file, and department personnel files.

- Coordinates with Human Resources regarding Personnel Action forms and performance evaluations notifications.
- Performs a variety of research, investigative, statistical and analytical tasks relating to administrative processes and responsibilities; independently composes correspondence related to responsibilities assigned.
- Monitors mandatory deadlines for various State and Federal reporting requirements.
- Coordinates the Employee Recognition program.
- Serves as a Notary Public for the department.
- Store and retrieve all property and evidence collected, seized, or kept by the Police Department assuring a continuous chain of custody. Maintain all records related to property and evidence.
- Maintain knowledge of the law and policies regarding the management, including the process for final disposition of evidence and property.
- Mails or delivers evidence which needs laboratory analysis to the Texas Department of Public Safety laboratory or other laboratories as needed; Deliver or manage delivery of evidence to and from court, prosecutor's offices and other locations.
- Processes property disposition forms; State laboratory evidence submission forms; court ordered motions related to property and evidence; and related letters to the public.
- Responds to inquiries and requests from department personnel, criminal justice agencies such as County/District Attorneys and City Prosecutors, and the public in regard to property
- Writes supplementary offenses and related reports
- Documents all handling of evidence and property; responsible for maintain retention dates and prepares destruction on records
- Conducts inventories/audits in accordance with Police Department Policies and Procedures
- Coordinates, prepares and approves all items designated for PropertyRoom.com auction, reconciles the auction report, ensures timely deposit of funds.
- Provide technical support and training, dealing with procedures, equipment, evidence and property for all divisions within the Police Department.
- Appears in and testifies in court.
- Subject to after-hours call-out and out of town travel to transport and/or secure evidence.
- Performs public and community relations at the police station, special events and the community
- Performs all other related duties as assigned or as become apparent.
- Supports the relationship between the City and the public by demonstrating courteous and cooperative behavior when interacting with clients, visitors, and City staff; maintains absolute confidentiality of work-related issues, client records, and City information; performs related duties as assigned or as become apparent.

KNOWLEDGE AND SKILLS REQUIRED:

- City policies and procedures.
- Port Lavaca Police Department policies and procedures
- Law enforcement and public safety agency terminology.
- Principles and practices of confidential records management, and file maintenance.
- Extensive knowledge of Microsoft Office applications including but not limited to Word and Excel

- Ability to read and effectively communicate both verbally and in writing.
- Ability to prioritize work assignments; manage programs; read and understand manuals record work activity.
- Adept in the operations and maintenance of office machines and equipment including computers, copiers, scanners, multi-line phones.
- Ability to deal tactfully, courteously, and impartially with the police and the public.
- Proficiency in typing
- Ability to learn and use Records Management software.
- Be able to determine the best methods to be used in security of all evidence.
- Ability to write clear, accurate and concise reports suitable for submission to a court of law.
- Ability to present clear and accurate testimony in court.
- Ability to work without direct supervision.
- Ability to read, interpret and apply laws, ordinances, rules and regulations.

MINIMUM QUALIFICATIONS:

- High School Diploma or GED equivalent; AND five (5) years of experience minimum of office or business experience, law enforcement experience preferred.
- Requires a Notary Public commission or ability to obtain one within 6 months of employment.
- Requires valid Texas Driver's license with driving record that meets City Guidelines.
- Pass a comprehensive background check and be eligible for a CJIS security clearance.
- No history of financial problems, bankruptcy or court judgements.
- Obtain TAPEIT Basic Certification within one year of hire.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is mostly completed indoors with possibility of being called into field. May be exposed to potentially hazardous chemicals, diseases, fumes, odors. Enough physical strength and stamina to lift up to 50 pounds, and drag, pull and push up to 100 pounds while placing and removing property and evidence onto and from shelves. Will be required to travel out of town to deliver evidence, testify in court and to attend training schools.

CITY OF PORT LAVACA

JOB TITLE: Office Manager
DEPARTMENT: Public Works
JOB CODE: 7180

PAY GRADE: 40

JOB DEFINITION:

Under basic supervision, is responsible for coordinating the day-to-day operations of the public works department, performs a variety of responsible administrative, technical support, regulatory compliance and customer service duties for the Streets, Parks & Recreation, Water Distribution, and Wastewater Collection and Treatment departments.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties and responsibilities. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and duties performed by incumbents of this class. Essential duties and responsibilities may include, but are not limited to, the following:

- Performs technical support functions for assigned department, requiring understanding of municipal government operations, and City services and priorities; maintains information confidentiality, and performs duties with discretion and within scope of authority.
- Manages special assignments, requiring knowledge of City policies and procedures.
- Maintains and updates a variety of computer databases and files; enters, edits, and retrieves data, and prepares reports; reviews and processes invoices and work orders.
- Gathers and assembles information and materials for special assignments and projects.
- Processes a variety of administrative forms, maintains and updates City records and information tracking systems; prepares correspondence, reports, accounting documentation, and administrative documents.
- Purchases and distributes supplies, and manages inventory; works with vendors, verifies deliveries and services, and resolves customer service and technical issues.
- Explains City rules, policies, and procedures; provides customer services, and retrieves and releases information according to procedures.
- Provides information, instructions, and assistance to the public and others having business with the City; assists customers with requests, applications, and other documents.
- Arranges and schedules appointments and meetings; opens and distributes mail; makes travel arrangements; processes registrations.
- Assists with the annual budget process, and reviews departmental budgets on a real-time basis throughout the fiscal year.
- Screens visitors and phone callers; resolves issues and complaints as appropriate.
- Supports the relationship between the City and the general public by demonstrating courteous and cooperative behavior when interacting with clients, visitors, and City staff; maintains absolute confidentiality of work-related issues, client records, and City information; performs related duties as assigned or required.
- Assists in the human resources functions related to screening of new hires, assisting with interview process and on-boarding paperwork functions to be processed by the City's HR department.

- Coordinates and tracks permits issued for digging through Texas 811 and TxDOT
- Responsible for the supervision of the Camp Host at Lighthouse Beach and the Water Distribution Operator.
- Maintains and reports the disinfectant monitoring for TCEQ reports, and coordinates the water sampling activities on a monthly and quarter basis, along with the associated reporting.
- Required to perform operations in the field related to the operation of neighborhood splash pads, on-location project meetings contractors, and project inspections.
- Oversees asset management and GIS functions performed by staff.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of:

- City organization, operation, policies, and procedures.
- Policies, rules and regulations covering specific areas of assignment, including safety, water and wastewater quality standards.
- City administration policies, including accounting, budgeting, payroll, and personnel rules.
- Operations, services, and activities Streets, Parks & Recreation, Water Distribution and Wastewater Collection and Treatment.
- Methods and techniques of researching and compiling data for reports and presentations.
- Customer service principles, protocols and methods.
- Principles of record keeping, records retention, accounting, and file maintenance.
- Knowledge of plant equipment, instrumentation, computers and standard software applications.

Skill in:

- Working independently, maintaining composure and confidentiality, and working effectively in a high-pressure environment with changing priorities.
- Understanding, and applying relevant rules, ordinances, codes, regulations, policies, procedures, administrative orders, and other governing regulations.
- Interpreting and explaining policies and procedures of assigned departments.
- Using initiative and independent judgment within established procedural guidelines.
- Researching and compiling data for reports and technical documents.
- Dealing tactfully and courteously with the public.
- Following verbal and written instructions and procedures.
- Establishing and maintaining cooperative working relationships with co-workers.
- Communicating effectively verbally and in writing.

MINIMUM QUALIFICATIONS:

High School Diploma or GED equivalent; AND five (5) years of water/sewer system construction and/or municipal public works experience, preferably in a public sector environment; OR an equivalent combination of education, training and experience.

- State of Texas driver's license is required.
- Class C water and wastewater license, or ability to obtain within six month.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment and outdoors on construction sites, and other city facilities.

Gathered from TML 2022-2023 Salary Survey

These cities are all included in the list of comparable cities as listed in the Jan 2021 Compensation Plan

City	Population	Job Title	Annual Actual Base Salary	Formal Annual Salary Min	Formal Annual Salary Mid	Formal Annual Salary Max	Entry Date
Port Lavaca	61	City Manager	\$ 150,000.00	\$ 129,093.00	\$ 151,684.00	\$ 174,276.00	
Wharton	8,832	City Manager/ Administrator	\$ 145,000.00				1/30/2023 Port Lavaca Midpoint for City
Ingleside	10,488	City Manager/ Administrator	\$ 130,000.00	\$ -	\$ -	\$ -	2/3/2022 Manager is comparable to
Rockport	10,847	City Manager/ Administrator	\$ 183,750.00				1/30/2023 the avg midpoint of those
El Campo	12,350	City Manager/ Administrator	\$ 160,792.00				2/13/2023 that reported
Freeport	12,802	City Manager/ Administrator	\$ 182,848.00	\$ 139,200.00	\$ 170,850.00	\$ 202,500.00	1/31/2023
Beeville	14,164	City Manager/ Administrator	\$ 130,000.00	\$ 105,594.00	\$ 131,992.00	\$ 158,391.00	2/10/2023
Bay City	17,882	City Manager/ Administrator	\$ 159,652.00	\$ 111,488.00	\$ 144,602.00	\$ 192,504.00	1/30/2023
Angleton	19,610	City Manager/ Administrator	\$ 134,654.00	\$ 121,797.00	\$ 158,337.00	\$ 194,877.00	1/30/2023
		Avg NIC Port Lavaca C.M.	\$ 153,337.00		\$ 151,445.25		
Port Lavaca	53	Finance Director	\$ 99,507.00	\$ 87,375.00	\$ 102,666.00	\$ 117,957.00	
Wharton	8,832	Finance Director	\$ 95,388.00				1/30/2023 Port Lavaca Midpoint for
Ingleside	10,488	Finance Director	\$ 80,311.00	\$ 78,140.00	\$ 86,823.00	\$ 97,675.00	2/3/2022 Finance Director is 1.4%
Rockport	10,847	Finance Director	\$ 122,304.00				1/30/2023 below the avg midpoint of
El Campo	12,350	Finance Director	\$ 98,133.00	\$ 74,428.00	\$ 88,870.00	\$ 106,116.00	2/14/2023 those that reported
Freeport	12,802	Finance Director	\$ 98,334.00	\$ 93,000.00	\$ 114,140.00	\$ 135,300.00	1/31/2023
Beeville	14,164	Finance Director	\$ 80,608.00	\$ 77,138.00	\$ 96,422.00	\$ 115,707.00	2/10/2023
Bay City	17,882	Finance Director	\$ 106,194.00	\$ 91,707.00	\$ 113,298.00	\$ 143,645.00	1/30/2023
Angleton	19,610	Finance Director	\$ 101,000.00	\$ 95,850.00	\$ 124,605.00	\$ 153,360.00	1/30/2023
		Avg NIC Port Lavaca Finance Dir.	\$ 97,784.00		\$ 104,026.33		
Port Lavaca	49	City Secretary	\$ 82,742.00	\$ 71,884.00	\$ 84,464.00	\$ 97,043.00	
Wharton	8,832	City Secretary/ Clerk	\$ 104,873.00				1/30/2023 Port Lavaca Midpoint for City
Ingleside	10,488	City Secretary/ Clerk		\$ 70,875.00	\$ 78,751.00	\$ 88,594.00	2/3/2022 Secy is 3.7% above the avg
Rockport	10,847	City Secretary/ Clerk	\$ 98,657.00				1/30/2023 midpoint of those that
El Campo	12,350	City Secretary/ Clerk	\$ 62,846.00	\$ 49,594.00	\$ 59,218.00	\$ 70,710.00	2/14/2023 reported
Freeport	12,802	City Secretary/ Clerk	\$ 70,904.00	\$ 62,300.00	\$ 76,450.00	\$ 90,600.00	1/31/2023
Beeville	14,164	City Secretary/ Clerk	\$ 62,375.00	\$ 60,776.00	\$ 72,931.00	\$ 85,086.00	2/10/2023

Bay City	17,882	City Secretary/ Clerk	\$ 62,130.00	\$ 62,067.00	\$ 76,690.00	\$ 97,219.00	1/30/2023
Angleton	19,610	City Secretary/ Clerk	\$ 107,352.00	\$ 95,850.00	\$ 124,605.00	\$ 153,360.00	1/30/2023
Avg NIC Port Lavaca City Secy			\$ 81,305.29		\$ 81,440.83		
Port Lavaca	34**	Court Clerk	\$ 39,520.00	\$ 34,577.00	\$ 40,628.00	\$ 46,679.00	
Wharton	8,832	Court Clerk	\$ 35,568.00	\$ -	\$ -	\$ -	1/30/2023 Port Lavaca Midpoint for
Ingleside	10,488	Court Clerk	\$ 38,147.00	\$ 36,141.00	\$ 40,157.00	\$ 45,177.00	3/9/2021 Court Clerk (at Gr 34) is
Rockport	10,847	Court Clerk	\$ 36,848.00	\$ 36,878.40	\$ 45,531.20	\$ 55,556.80	1/30/2023 comparable to the avg
El Campo	12,350	Court Clerk	\$ 45,696.00	\$ 35,360.00	\$ 42,222.00	\$ 50,415.00	2/14/2023 midpoint of those that
Freeport	12,802	Court Clerk	\$ 34,861.00	\$ 34,861.00	\$ 45,352.00	\$ 55,843.00	1/31/2023 reported.
Beeville	14,164	Court Clerk	\$ 35,173.00	\$ 32,987.00	\$ 39,584.00	\$ 46,182.00	2/10/2023 **2023-24 proposal is to
Bay City	17,882	Court Clerk	\$ 39,520.00	\$ 31,346.00	\$ 36,878.00	\$ 42,411.00	1/30/2023 increse grade from 33 to 34
Angleton	19,610	Court Clerk	\$ 35,714.00	\$ 30,160.00	\$ 36,192.00	\$ 41,259.00	1/30/2023
Avg NIC Port Lavaca Court Clerk			\$ 37,690.88		\$ 40,845.17		
Port Lavaca	55	Police Chief	\$ 96,220.00	\$ 96,331.00	\$ 113,189.00	\$ 130,047.00	
Wharton	8,832	Police Chief	\$ 104,332.00				1/30/2023 Port Lavaca Midpoint for
Ingleside	10,488	Police Chief	\$ 86,823.00	\$ 78,140.00	\$ 86,823.00	\$ 97,675.00	2/3/2022 Police Chief is 5.4% above
Rockport	10,847	Police Chief	\$ 141,960.00		\$ 116,376.00		1/30/2023 the avg midpoint of those
El Campo	12,350	Police Chief	\$ 120,046.00	\$ 82,735.00	\$ 98,790.00	\$ 117,960.00	2/14/2023 that reported, however
Freeport	12,802	Police Chief	\$ 108,800.00	\$ 97,200.00	\$ 119,300.00	\$ 141,400.00	1/31/2023 actual salary is 12% below
Beeville	14,164	Police Chief	\$ 92,500.00	\$ 77,138.00	\$ 96,422.00	\$ 115,707.00	2/10/2023 the avg actual salary of those
Bay City	17,882	Police Chief	\$ 91,707.00	\$ 91,707.00	\$ 113,298.00	\$ 143,645.00	1/30/2023 that reported.
Angleton	19,610	Police Chief	\$ 104,031.00	\$ 99,998.00	\$ 129,998.00	\$ 159,997.00	1/30/2023
Victoria	67,670	Police Chief	\$ 135,000.00	\$ -	\$ -	\$ -	3/9/2021
Avg NIC Port Lavaca Police Chief			\$ 109,466.56		\$ 108,715.29		
Port Lavaca	42	Police Officer (Entry Level)	\$ 51,092.00	\$ 51,087.00	\$ 60,027.00	\$ 68,967.00	
Wharton	8,832	Police Officer (entry level)	\$ 57,957.00				1/30/2023 Port Lavaca Midpoint for
Rockport	10,847	Police Officer (entry level)	\$ 52,083.00				1/30/2023 Entry level Police Officer is
El Campo	12,350	Police Officer (entry level)	\$ 52,463.00	\$ 52,416.00	\$ 62,587.00	\$ 74,733.00	2/14/2023 comparable to the avg
Freeport	12,802	Police Officer (entry level)	\$ 52,824.00	\$ 50,625.00	\$ 63,171.00	\$ 73,698.00	1/31/2023 midpoint of those that
Beeville	14,164	Police Officer (entry level)	\$ 37,440.00	\$ 43,000.00	\$ 51,600.00	\$ 60,200.00	2/10/2023 reported. The actual salary is
Bay City	17,882	Police Officer (entry level)	\$ 51,230.00	\$ 51,230.00	\$ -		1/30/2023 comparable to the actual

Angleton	19,610	Police Officer (entry level)	\$	53,474.00	\$	53,474.00	\$	63,171.00	\$	72,889.00	1/30/2023	salary of those that reported.
Victoria	67,670	Police Officer (entry level)	\$	48,045.00	\$	48,045.00	\$	58,272.50	\$	68,500.00	3/9/2021	
		Avg NIC Port Lavaca Police Offr	\$	50,689.50			\$	59,760.30				
Port Lavaca	53	Public Works Director	\$	95,413.00	\$	87,375.00	\$	102,666.00	\$	117,957.00		
Wharton	8,832	Public Works Director	\$	89,560.00							1/30/2023	Port Lavaca Midpoint for
Ingleside	10,488	Public Works Director	\$	78,145.00	\$	74,419.00	\$	82,688.00	\$	93,024.00	2/3/2022	Public Works Director is 3.7%
Rockport	10,847	Public Works Director	\$	138,486.00							1/30/2023	higher than the avg midpoint
El Campo	12,350	Public Works Director	\$	90,993.00	\$	74,428.00	\$	88,870.00	\$	106,116.00	2/14/2023	of those that reported. The
Freeport	12,802	Public Works Director	\$	91,405.00	\$	85,050.00	\$	102,060.00	\$	119,070.00	1/31/2023	actual salary is 3.3% below
Beeville	14,164	Public Works Director	\$	74,167.00	\$	65,930.00	\$	82,412.00	\$	98,895.00	2/10/2023	the actual salary of those
Bay City	17,882	Public Works Director	\$	101,593.00	\$	91,707.00	\$	113,298.00	\$	143,645.00	1/30/2023	that reported.
Angleton	19,610	Public Works Director	\$	124,605.00	\$	95,850.00	\$	124,605.00	\$	153,360.00	1/30/2023	
		Avg NIC Port Lavaca PWD	\$	98,619.25			\$	98,988.83				
		Utility Maintenance Worker										
Port Lavaca	34	Utility Maintenance Worker	\$	34,570.00	\$	34,577.00	\$	40,628.00	\$	46,679.00		
Wharton	8,832	Utility Maintenance Worker	\$	33,945.00							1/30/2023	Port Lavaca Midpoint for
Ingleside	10,488	Utility Maintenance Worker	\$	-	\$	37,587.00	\$	41,763.00	\$	46,983.00	2/3/2022	Utility Maintenance Worker
Rockport	10,847	Utility Maintenance Worker	\$	37,336.00							1/30/2023	is 3.9% above the avg
El Campo	12,350	Utility Maintenance Worker	\$	39,570.00	\$	35,360.00	\$	42,222.00	\$	50,415.00	2/14/2023	midpoint of those that
Beeville	14,164	Utility Maintenance Worker	\$	29,775.00	\$	29,192.00	\$	35,030.00	\$	40,869.00	2/10/2023	reported. The actual salary is
Bay City	17,882	Utility Maintenance Worker	\$	31,200.00	\$	31,346.00	\$	36,878.00	\$	42,411.00	1/30/2023	1.6% higher than the actual
Angleton	19,610	Utility Maintenance Worker	\$	32,409.00	\$	32,407.00	\$	39,699.00	\$	46,990.00	1/30/2023	salary of those that reported.
		Avg NIC Port Lavaca Utility Maint	\$	34,039.17			\$	39,118.40				
		Fire fighter (Entry Level)										
Port Lavaca	41	Firefighter (entry level)	\$	51,076.00	\$	48,654.00	\$	57,168.00	\$	65,683.00		
Freeport	12,802	Firefighter (entry level)	\$	52,394.00	\$	48,600.00	\$	59,650.00	\$	70,700.00	1/31/2023	Port Lavaca Midpoint for
Angleton	19,610	Firefighter (entry level)	\$	48,812.00	\$	47,017.00	\$	55,996.00	\$	64,974.00	1/30/2023	Entry level fire fighter is 2.9%
Victoria	67,670	Firefighter (entry level)	\$	44,996.00	\$	44,996.00	\$	50,998.00	\$	57,000.00	3/9/2021	above the avg midpoint of
		Avg NIC Port Lavaca Firefighter	\$	48,734.00			\$	55,548.00				those that reported. The
												actual salary is 4.8% higher
												than the actual salary of

Port Lavaca	35	Develop. Svs Coord./Permit Tech	\$	42,536.00	\$	36,306.00	\$	42,660.00	\$	49,013.00	
Wharton	8,832	Permit Technician	\$	37,502.00							1/30/2023 Port Lavaca Midpoint for
Ingleside	10,488	Permit Technician	\$	53,164.00	\$	50,370.00	\$	55,966.00	\$	62,962.00	2/3/2022 Permit Tech is 3.4% below
Rockport	10,847	Permit Technician	\$	41,724.00							1/30/2023 the avg midpoint of those
El Campo	12,350	Permit Technician	\$	31,200.00	\$	33,280.00	\$	39,738.00	\$	47,449.00	2/14/2023 that reported. The actual
Beeville	14,164	Permit Technician	\$	33,646.00	\$	32,987.00	\$	39,584.00	\$	41,182.00	2/10/2023 salary is 8% higher than the
Bay City	17,882	Permit Technician	\$	41,662.00	\$	34,570.00	\$	40,664.00	\$	46,758.00	1/30/2023 actual salary of those that
Angleton	19,610	Permit Technician	\$	36,299.00	\$	36,656.00	\$	44,904.00	\$	53,152.00	1/30/2023 reported.
		Avg NIC Port Lavaca Permit Tech*	\$	39,313.86			\$	44,171.20			
		Fire Chief	\$	96,220.00	\$	96,331.00	\$	113,189.00	\$	130,047.00	
Freeport	12,802	Fire Chief	\$	118,339.00	\$	99,700.00	\$	122,401.00	\$	145,100.00	1/31/2023

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 11, 2023**AGENDA ITEM __**

DATE: 09.06.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **CONSIDER CITY COMPENSATION PLAN FOR THE 2023-24 FISCAL YEAR**

BACKGROUND:

It is the policy of the City of Port Lavaca to perform a salary survey every two (2) years, to include city to city contact and survey data available through TML. Every sixth (6th) year the City contracts 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.

Staff performed a review of the current salaries paid and 100% of full-time positions are currently being paid at or above the minimum pay recommended in the Compensation plan adopted by Council last year. The average is 91% of the midpoint.

Last year (FY 2022-23), an in-house Salary Survey was performed by City staff which identified the pre-vailing wage rate, represented by salary mid-points, for the various entities that were used in the January 2021 study, as well as the TML Salary Survey for other jurisdictions close to our population.

Another in-house salary survey is not required by policy until next year, but staff did invest time to compare our current midpoints with those reported by our comparable cities in the annual TML salary survey. As a result of this review, we are recommending that the salary range for Municipal Clerk move from a 33 to a 34.

As discussed at the recent Budget Workshop, we are also proposing to ADD the job description of "Capital Projects/Grants Coordinator". This is an additional position to our FTE number.

We are also proposing a new job title of "Department Office Manager" be added to the salary structure in pay grade 40, and reclassification for the current Administrative Assistants in the Police Department and Public Works to "Office Manager-Police Department" and "Office Manager-Public Works Department" These are not additional positions, but rather a re-evaluation of the current job duties associated with those positions, which were overlooked when we performed the salary survey last fiscal year. We determined a "general" Administrative Assistant job title was not equivalent to the duties being performed, but more closely resembled the job titles of "Office Manager" when compared to other cities associated with our salary survey comparative cities. The proposed job descriptions are attached with a recommended pay grade of 40, which align with the duties currently being performed for each of those positions. Staff has assembled job descriptions from among our comparative cities, active job postings and current pay scales associated with the Office Manager duties. We have determined that a pay grade of 40 should be assigned to an Office Manager job description, and request City Council's approval.

	Full-time Emp	Population	FTE per 10,000
1 Aransas Pass	148	8011	184.7
2 Brenham	240	17848	134.5
3 Seguin	415	30902	134.3
4 Wharton	110	8627	127.5
5 Rockport	128	10877	117.7
6 Cuero	91	8386	108.5
7 Bay City	183	17882	102.3
8 Lockhart	146	14844	98.4
9 Victoria	641	68078	94.2
10 Portland	207	23575	87.8
11 Taylor	920	105719	87.0
12 Port Lavaca	100	11557	86.5
13 Round Rock	1075	124614	86.3
14 Buda	139	16590	83.8
15 Kyle	360	51789	69.5
16 Pflugerville	432	77629	55.6

Finally, we have compared our City to neighboring cities and those who are considered emerging, such as the description for Port Lavaca. We would like to point out that Port Lavaca currently ranks 12th out of the 16 cities with the number of full-time employees per 10,000 population.

RECOMMENDATIONS:

- 1) The City approves the Salary Structure as presented, providing an amount equal to 5% of the estimated FY 2022-23 payroll for merit increases for FY 2023-24;
- 2) Approve the addition of one new position being “Capital Projects/Grants Coordinator” and approve the job description and grade as presented;
- 3) The addition of the job title “Office Manager” into the pay structure at grade 40 and approve the reclassification of the Administrative Assistant positions in the Police Department and Public Works Department into this new pay grade.
- 4) The City Headcount is approved at 100 full-time employees and 3.38 part-time FTEs.

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (S-1-23) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2023 through September 30, 2024. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 11, 2023

AGENDA ITEM _____

DATE: 9/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR

SUBJECT: CONSIDER ORDINANCE APPROVING THE ANNUAL BUDGET – 2nd READING

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, we have prepared an Ordinance that, if approved, meets the requirements as established by the governing legislation.

On July 24 (CIP) and August 21, 2023, the City Council held budget workshops to review recommendations from the City Manager for the FY 2023-2024 budget. The proposed budget was filed with the City Secretary and published on the City's website on August 15th.

On August 21, 2023, the City Council announced a public hearing on the FY 2023-2024 Budget to be held on September 5, 2023. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase, and requires special language to be included in the Notice of Public Hearing on the Budget, the front page of the proposed budget and the front page of the adopted budget.

The City published a notice of public hearing on the budget in the newspaper of general circulation (Port Lavaca Wave) on August 30, 2023 and posted the same notice on the City's website.

The budget, with changes recommended by City Council in the August 21, 2023 workshop, is recommended for the City Council's approval, and contains combined Revenues of \$23,627,553 followed by combined Expenditures of \$22,518,956 leaving combined Fund Balance reserves of \$13,773,239.

The Ordinance to adopt the budget contains authorization, as prescribed in the City Charter, Section 8.03, for the City Manager to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

Legislation does require specific language on the vote to adopt the budget, only that it must be a record vote. Staff provides a recommended motion as follows:

- **Motion: "I move to adopt the FY 2023-2024 Annual Budget as presented by the City Manager."**
 - **Must be a Record Vote of each member of the governing body by name.**

ORDINANCE NO. S-1-23

AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR THE CITY OF PORT LAVACA, TEXAS AND ADOPTING THE BUDGET DOCUMENT FOR THE FISCAL YEAR OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has approved a budget for the City of Port Lavaca, Texas, for the fiscal year October 1, 2023 through September 30, 2024, and accordingly held a public hearing for same, at which time all interested citizens were given an opportunity to be heard for or against any item or amount of any item contained in said budget; and

WHEREAS, all approved adjustments, if any, have been made in said budget and said public hearing has been officially closed:

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

SECTION 1. That the annual budget for the City of Port Lavaca, Texas for the fiscal year October 1, 2023 through September 30, 2024 is hereby approved and the budget document is hereby in all things adopted and made a part of this ordinance as if set forth in full herein and is hereby declared to be the financial plan for the City of Port Lavaca, Texas for the fiscal year 2023/2024.

SECTION 2. That in accordance with the City Charter, Section 8.03 Transfer of Appropriations, the City Council hereby approves the City Manager to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 4. This ordinance shall become effective on the date of its passage by the City Council of the City of Port Lavaca, Texas.

FIRST READING this 5th day of September, 2023

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of September, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of September, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3H, Page ____.

COMMUNICATION

SUBJECT: Consider Ratification of Property Tax increase reflected in the Budget. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 11, 2023**AGENDA ITEM _____****DATE:** 9/7/2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** SUSAN LANG, FINANCE DIRECTOR **SUBJECT:** CONSIDER RATIFICATION OF THE ANNUAL BUDGET

In accordance with Local Government Code Section 102.007(c) when adopting a budget that will require raising more revenue from property taxes than in the previous year, a separate vote of the governing body to ratify the property tax increase reflected in the budget is required. This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.

Staff provides a recommended motion as follows:

- ***Motion: "I move to ratify the property tax revenue increase reflected in the 2023-2024 Budget."***

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (S-2-23) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2023. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: SEPTEMBER 11, 2023

AGENDA ITEM _____

DATE: 9/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR

SUBJECT: CONSIDER ORDINANCE FIXING THE TAX RATE AND TAX LEVY – 2nd READING

In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, we have prepared an Ordinance that, if approved, meets the requirements as established by the governing legislation.

On August 21, 2023, the City Council took a record vote to propose a lesser tax rate (\$0.7807) as levied on properties as the previous year. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase, and requires a public hearing. City Council announced a date and time for a public hearing on the tax rate to be held on September 5, 2023.

The City published a notice of public hearing on the tax increase in the newspaper of general circulation (Port Lavaca Wave) on August 30, 2023 and posted the same notice on the City's website.

Additionally, because the proposed tax rate exceeds the No-New-Revenue rate, additional language is required to be included in the ordinance and requires specific language in the motion to adopt the tax rate as follows:

- **MOTION:** "I move that the property tax rate be increased by the adoption of a tax rate of \$0.7807, which is effectively a 13.23 percent increase in the tax rate."

- **Must be a Record Vote by each member of the governing body by name.**

Additionally, the tax rate consists of two components, each of which must be approved separately:

Maintenance and Operations:	\$0.6986
Interest & Sinking (Debt):	\$0.0821

- **MOTION:** "I move to adopt a Maintenance and Operations rate of \$0.6986."
- **MOTION:** "I move to adopt an Interest & Sinking rate of \$0.0821."

ORDINANCE NO. S-2-23

AN ORDINANCE FIXING THE TAX RATE AND TAX LEVY FOR THE CITY OF PORT LAVACA, TEXAS, FOR THE YEAR 2023, UPON ALL TAXABLE PROPERTY IN SAID CITY OF PORT LAVACA, TEXAS SUBJECT TO TAXATION BY SAID CITY ON THE FIRST DAY OF JANUARY, 2023 IN CONFORMITY WITH THE CHARTER PROVISIONS AND ORDINANCES OF SAID CITY OF PORT LAVACA; APPROPRIATING THE FUNDS DERIVED FROM SAID TAX LEVY TO VARIOUS FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1. That there shall be and there is hereby levied and assessed for the year 2023 upon all property of every description subject to taxation by the City of Port Lavaca, Texas on the 1st day of January, 2023, the following tax rate, to-wit:

An Ad Valorem Tax at the rate of \$0.7807 on the \$100.00 assessed value, based on 100% assessment thereof estimated in lawful currency of the United States of America, for the purpose of paying the general expenses of the City government and for payment of principal and interest on outstanding bonds and certificates of obligation for the fiscal year ending September 30, 2024.

- (A) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.
- (B) THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.38 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-32.10.

SECTION 2. All taxes collected pursuant to this ordinance shall be deposited in the funds known as the General Fund and the Tax Supported Debt Service Fund, and said monies shall be appropriated and distributed as follows:

	Rate	Percentage
GENERAL FUND	\$ 0.6986	89.48 %
TAX SUPPORTED DEBT SERVICE FUND:		
2012 GO Refunding & 2022 COs	\$ 0.0821	10.52 %
TOTALS:	\$ 0.7807	100.00 %

SECTION 3. The duly authorized official responsible for the assessment and collection of taxes for the City of Port Lavaca is hereby directed to assess, extend and enter upon the tax rolls of the City of Port Lavaca, Texas, for the current taxable year the amount and rates herein levied, and to keep a correct account of same, and when so collected, to deposit same in the depository of the City of Port Lavaca to be distributed in accordance with this ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 5. This ordinance shall become effective on the date of its passage by the City Council of the City of Port Lavaca, Texas.

FIRST READING this 5TH day of September, 2023

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of September, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of September, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3H, Page ____.

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-7-23) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; GBRA Fees, Building, Utilities Water-line Taps; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 11, 2023

AGENDA ITEM __

DATE: 09.07.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: PROPOSED CHANGES TO APPENDIX A – FEES, RATES AND CHARGES

Changes to the proposed ordinance since the first reading are in red.**BACKGROUND:** City Staff have been reviewing the fees, rates and charges in Appendix A. We are making the following recommendations for changes:

- 12-22(e): we're simply clarifying that the Registration Fee for Mechanical Contractors is **zero**.
- 20-46: we are adding a **\$100** Administrative Fee. This helps cover the labor and misc. costs incurred when Joey has to arrange with a contractor to get property mowed/cleared and prepare an invoice to mail to the property owner when the owner does not resolve a violation after being given notice.
- 20-47: amending the current Administrative Fee for filing liens to say 20% of the cost to file or \$100, whichever is higher.
- 20-153(b): same as 20-47, but this is pertaining specifically to trimming vegetation near streets
- 50-49(a): We are proposing the minimum deposit increase from \$90.00 to **\$180.00**.

Typical utility bill: 3,000 gal consumption; 2,000 Sewer Avg)

Water Base (2,000 gal): \$24.68

Add'l 1,000 gal \$ 4.78

Sewer Base (2,000 gal) \$27.02

GBRA Raw Water Fee \$11.46

Garbage: \$19.53

City-wide Cleanup: \$ 0.35

TOTAL \$87.87 x 2 months = \$175.64

Round to Minimum Deposit of **\$180.00**

Per current ordinance, an additional deposit may be collected for various reasons including bad checks, instances of tampering, etc. We are proposing the maximum deposit increase from \$190.00 to **\$280.00**

- 50-52(a),42-105:

$\frac{3}{4}$ " meter set fee \$370.00	Actual costs:	$\frac{3}{4}$ " Meter	\$130.00
		Node:	\$ 93.33
		Hangar	\$ 6.00
		Meter Box	\$ 28.38
		Labor	\$ 50.00
			\$ 307.71

+ 20% Admin rounded up to nearest 10 = \$ 370.00
 1" meter set fee **\$540.00** Actual costs: 1" Meter \$267.00
 Node: \$ 93.33
 Hangar \$ 6.00
 Meter Box \$ 28.38
 Labor \$ 50.00
 \$ 444.71
 + 20% Admin rounded up to nearest 10 = \$ 540.00

- 50-52(b) GBRA Raw Water Fee **\$11.46**

Per our Agreement with GBRA the Raw Water Fee beginning Sept 1, 2023 will increase from 3,136 AF to 3,584 AF at the per acre foot rate which will increase by \$10/AF to \$175.00/AF. Dividing by our number of water customers (4560) gives a monthly cost per account of \$11.46. An increase of \$2.04 or 21.6%.

- 50-111(a)(1),42-105: Sewer Tap fees

Sewer Tap Fees							
< 8ft				> 8ft			
	Rate	Hours	Total		Rate	Hours	Total
Equipment	\$ 135.00	2.5	\$ 337.50	Equipment	\$ 135.00	4.5	\$ 607.50
Support Truck	\$ 75.00	2.5	\$ 187.50	Support Truck	\$ 75.00	4.5	\$ 337.50
Worker	\$ 35.00	2.5	\$ 87.50	Worker	\$ 35.00	4.5	\$ 157.50
Worker	\$ 35.00	2.5	\$ 87.50	Worker	\$ 35.00	4.5	\$ 157.50
Material			\$ 80.00	Material			\$ 120.00
Grand Total			\$ 780.00	Grand Total			\$ 1,380.00

- 50-41(b), 50-49(4): **Tampering fee has been edited to reflect the motion at the first reading. (\$100 + cost of repair for the first offense and \$500 + the cost of repairs for additional offenses.**

- CHAPTER 54 WATERWAYS

The Municipal Cost Index in Oct 2020 (when the current fees went into effect)= 256.84

The Municipal Cost Index in June 2023 (last published) = 309.62

So, 21% increase

- Crude/Condensate per barrel – increase to **\$0.125** based upon regional trends
- Liquid or Dry per ton bulk – increase per MCI increase since 2020 to **\$0.79**
- Public Dock Space: Add a **\$250 per day charge for barges over 200 LF long.**
- Dockage Space: Increase per MCI since 2020 to **\$4.00**
- Increase to even **\$1,000/month** due to increased cost to maintain than previously estimated

CITY OF PORT LAVACA

➤ Add Commercial Fishing Vessel Dockage Rate: **\$175** for the first 25 ft and **\$5/ft** for each foot in length greater than 25 ft.

- **BAUER BUILDING RENTAL RATES/DEPOSITS**

A header was added to the table identifying the section applies to the Bauer Community Center Rental Rates.

The Municipal Cost Index in April 2019 when the current rates went into effect was 253.32.

The Municipal Cost Index in June 2023 (last published) was 309.62

So, 22% increase.

The proposed increases generally follow this MCI increase rounded up to the nearest **\$50**. Tania has talked to several of the organizations that typically book the Bauer annually for special events and looked at the currently rental rate for another Large venue in Calhoun County and the market should be able to bear this increase. These increases will help close the gap between revenue and expenses at the Bauer.

Because of many instances where renters have not obeyed rules regarding glass bottles and pouring food and grease down the sink, we are specifying a **\$300** amount to be deducted from their deposit for each of these rule violations.

Because there is always the potential for food or grease to be poured down the drain and it's not always possible to determine who is at fault, and it can take several hours of labor to clear the drain lines when grease plugs up the sewer drains, it is being recommended to increase the fee to use to catering kitchen to **\$200.00**.

RECOMMENDATION: Staff recommends approval of the revised rates as presented.

ORDINANCE #G-7-23

AN ORDINANCE AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA CODE OF ORDINANCES AS PART II, APPENDIX A – FEES, RATES AND CHARGES; AND PROVIDING AN EFFECTIVE DATE

ARTICLE I. GENERAL

WHEREAS, the City Council on March 12, 2012 approved and adopted Ordinance Number G-1-12 which is codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges; and

WHEREAS, the City of Port Lavaca staff has evaluated current fees, rates and charges and find the need to make some amendments and changes.

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

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A”. Text that remains unchanged will be in black-colored letters, text that is new will be identified by bold red-colored letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs, and both highlighted in yellow:

Chapter 12: Buildings and Building Regulations

Sec. 12-22 (e) Mechanical Contractors – Registration Fee

Chapter 20: Environment and Health

Sec. 20-46 Administrative Fee

Sec. 20-47 Statement of Expense; lien

Sec. 20-153 (b) If lien is filed....

Chapter 50: Utilities

Sec. 50-49 (a) Water Service Deposit - Residential

Sec. 50-52 (a) Water Tap and Water Meter Installation Fees

Sec. 50-67 Water User Rates - GBRA Residential and Commercial

Sec. 50-111 Sewer Table Rates Sewer Tap Fees

Sec. 50-41 (b), 50-49 (4): Utility Billing Fees Tampering

Chapter 54: Waterways

Tariffs Public Dock Space – Per Day, Per Barge

Bauer Community Center Rates

Rentals and Deposits of Building and Catering Kitchen Fees

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 14th day of August, 2023.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of September, 2023.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of September, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3H, Page ____.

EXHIBIT A

CHAPTER 2—ADMINISTRATION

Section Number	Subject	Fee Amount
2-125(b)	Return check service charge	\$30.00

CHAPTER 4—ALARM SYSTEMS

Section Number	Subject	Fee Amount
4-25	Permits	
	<i>New permits:</i>	
	Nonresidential	\$25.00
	Residential	\$10.00
	<i>Renewal permits:</i>	
	Nonresidential	\$25.00
	Residential	\$10.00
4-36(1)	Alarm response fee	\$35.00 each
4-36(3)	Operating alarm system without permit	\$50.00

(Ord. No. S-12-94, §§ VI, XVIII, 11-28-1994; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-8-15, 9-14-2015)

CHAPTER 8—AMUSEMENTS AND ENTERTAINMENTS

Section Number	Subject	Fee Amount
<i>Amusement machines, traveling shows and carnivals.</i>		
8-21	An occupation tax is imposed on each coin-operated machine that an owner exhibits or displays, or permits to be exhibited or displayed in this state (V.T.C.A., Occupations Code § 2153.401, Imposition of Tax)	½ the amount levied by the state
8-25	Penalty for failure to pay occupation tax on amusement machine, pool table, etc.	\$50.00 per machine
8-28	Amusement center annual license	\$50.00 per machine
8-76(1)	Traveling show, carnival, etc., permit	\$50.00
8-76(2)	Traveling show, carnival, etc., deposit	\$50.00
<i>Sexually oriented business permit.</i>		
8-99(c)	<i>Permits</i>	
	New	\$150.00
	Renewal	\$150.00

(Ord. of 6-27-1972, §§ 1—4; Ord. No. G-4-02, § VII, 12-9-2002; Ord. No. G-2-06, § 3, 3-13-2006; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013)

CHAPTER 10—ANIMALS

Section Number	Subject	Fee Amount
10-2	<i>Pickup fee:</i>	
	Unaltered, unvaccinated, or expired vaccination, or no city registration	\$50.00 per dog/cat
	Altered, currently vaccinated, current city registration	\$25.00 per dog/cat
10-2, 10-125	<i>Daily accessed kenneling fee:</i>	
	Charge per day for holding an animal	\$25.00 per day
	Ten-day observation fee	\$250.00 total
10-2	<i>Registration fee:</i>	
	One year - applicable only for one-year vaccinations	\$10.00
	Up to three years (expires with the expiration of the vaccination certificate)	\$20.00
	Discount for microchipped pets	50% of prescribed fee
	Other discounts may be approved by the city council for limited periods of time for special events	
10-53(b)	Kennel/pet shop license	\$100.00
10-101(d)	Impoundment, boarding and veterinarian	\$250.00 plus cost

(Ord. No. G-3-06, art. I, § 3, 7-24-2006; Ord. No. G-3-08, art. II, 9-22-2008; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-8-15, 9-14-2015; Ord. No. G-3-22, art. II, 4-11-2022)

CHAPTER 12—BUILDINGS AND BUILDING REGULATIONS

Section Number	Subject	Fee Amount
	<i>Permit issuance fee:</i>	
	All permits shall be charged an issuance fee (with the exception of food handler, peddler/vendor, alcohol in park and garage sale permits)	\$25.00
	<i>Reinspection fee:</i>	
	All reinspection fees	\$40.00
	The reinspection fee shall be charged for all reinspections	
	The reinspection fee shall be paid prior to the reinspection being performed	
	<i>Variance request fee:</i>	
	Variance request	\$125.00
<i>In General.</i>		
12-1	<i>Plan review fees:</i>	

Construction Code Services	
Fee Table 1 - Commercial and Multi-Family Construction Plan Review	
<i>Valuation</i>	<i>Fee</i>
\$1.00 to \$10,000.00	\$50.00
\$10,001.00 to \$25,000.00	\$70.69 for the first \$10,000.00 plus \$5.46 for each additional \$1,000.00

\$25,001.00 to \$50,000.00	\$152.59 for the first \$25,000.00 plus \$3.94 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$251.09 for the first \$50,000.00 plus \$2.73 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$387.59 for the first \$100,000.00 plus \$2.19 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,263.59 for the first \$500,000.00 plus \$1.85 for each additional \$1,000.00
\$1,000,001.00 and up	\$2,188.59 for the first \$1,000,000.00 plus \$1.23 for each additional \$1,000.00

Fee Table 2 - Commercial and Multi-Family Construction Inspection	
Valuation	Fee
\$1.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$108.75 for the first \$10,000.00 plus \$8.40 for each additional \$1,000.00
\$25,001.00 to \$50,000.00	\$234.75 for the first \$25,000.00 plus \$6.06 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$386.25 for the first \$50,000.00 plus \$4.20 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$596.25 for the first \$100,000.00 plus \$3.36 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,940.25 for the first \$500,000.00 plus \$2.85 for each additional \$1,000.00
\$1,000,001.00 and up	\$3,365.25 for the first \$1,000,000.00 plus \$1.89 for each additional \$1,000.00

Fee Table 3 - Construction or Improvement of a Residential Dwelling	
New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0—1,500 S.F.	\$785.00
1,501—10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan review fee only Per dwelling unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per plan or per address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per plan or per address

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Section VIII. Item #16.

Alterations/Additions/Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

Fire Services	
Single Family Residential Fire Services	
Fire Code plan review services	\$175.00
Fire Code inspection services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family Construction	
Valuation	Fee, Each System
Less than \$6,250.00	\$200.00
\$6,250.00 to \$250,000.00	\$300.00
\$251,000.00 to \$500,000.00	\$425.00
\$501,000.00 to \$1,000,000.00	\$550.00
\$1,001,000.00 to \$3,000,000.00	\$800.00
\$3,001,000.00 to \$6,000,000.00	\$1,200.00
\$6,000,000.00 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family Construction	
Valuation	Fee, Each System
Less than \$6,250.00	\$300.00
\$6,250.00 to \$250,000.00	\$425.00
\$251,000.00 to \$500,000.00	\$525.00
\$501,000.00 to \$1,000,000.00	\$675.00
\$1,001,000.00 to \$3,000,000.00	\$950.00
\$3,001,000.00 to \$6,000,000.00	\$1,425.00

Section Number	Subject	Fee Amount
<i>Building moving fees.</i>		
12-21(3)	Moving less than 500 square feet	\$50.00
12-21(3)	Moving more than 500 square feet	\$100.00
12-21(7)	Building permit bond	\$50.00
<i>Licensing and registration fees.</i>		
12-22(a)	<i>General Contractors</i>	
	Initial fee	\$100.00
	Renewal fee	\$50.00
	All general contractors license will expire on December 31 each year. Contractor's licenses that are expired for more than 30 days will be charged the initial fee of \$100.00	

12-22(b)	<i>Electrical Contractors and Electricians</i>	
	Registration fee H.B. No. 3329 Texas 85th Legislation, effective September 1, 2017	\$0.00
12-22(c)	<i>Plumbing Contractors and Plumbers</i>	
	Registration fee	\$0.00
	Plumbers shall register the same month their state licenses expire	
12-22(d)	<i>Irrigators</i>	
	Registration fee	\$50.00
12-22(e)	<i>Mechanical Contractors</i>	
	Registration fee	\$0.00
	(Reference H.B. 871 Effective September 1, 2021) To prohibit a municipality from charging a registration fee to a person who holds a statewide air conditioning and refrigeration contractor license for the following: <ul style="list-style-type: none"> • work performed in the municipality; or • notice informing the municipality of the person's license. 	
	<i>Fire Safety Company</i>	
	Registration fee	\$50.00

(Ord. No. G-7-06, § 3, 9-11-2006; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-7-16, § 1, 4-11-2016; Ord. No. G-10-16, art. II, 9-12-2016; Ord. No. G-3-17, art. II, 11-13-2017; Ord. No. G-10-19, 8-12-2019; Ord. No. G-4-21, art. II, 9-20-2021; Ord. No. G-5-22, art. II, (exh. A), 7-11-2022; Ord. No. G-11-22, art. II, (exh. A), 1-9-2023)

CHAPTER 20—ENVIRONMENT AND HEALTH

Section Number	Subject	Fee Amount
<i>Accumulations on property</i>		
20-46	Administrative Fee	\$100.00
20-47	Statement of expense; lien	If lien is filed, add 20 percent as the administrative fee, or \$100 whichever is greater.
<i>Impounded property</i>		
20-75(a)	Personal property impoundment fee	Actual expenses plus \$20.00, or \$50.00, whichever is greater
20-75(b)	Storage of impounded personal property:	
	Up to first 24 hours	\$10.00
	Each successive 24 hours or portion thereof up to 30 days	\$5.00
20-75(c)	Preparation for sale of personal property	\$5.00
20-75(d)	Sale of each article of personal property	\$5.00
20-75(e)	Posting notices of sale	\$5.00
20-75(f)	Newspaper advertisement of sale	Actual costs incurred
<i>Junkyards (Description of "junkyards" pending)</i>		
20-108 (a)(2)	Annual license to maintain junk	\$1,500.00

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Section VIII. Item #16.

Section Number	Subject	Fee Amount
<i>Trimming vegetation near streets</i>		
20-153	Notice; abatement	
(a) The city shall trim and remove vegetation with the following fee schedule:		
Mowing up to 1 lot	0 to 6,240 square feet	\$100.00
Mowing more than 1 lot/less than 2	6,241 to 12,479 square feet	\$200.00
Mowing more than 2 lots/less 1 acre	12,480 to 43,559 square feet	\$300.00
Mowing more than 1 acre	1 acre and above per acre	\$600.00
Tree Trimming:	Price per hour per employee	\$125.00
Trash removal:	Price per hour heavy equip.	\$95.00
Price	per hour per employee	\$35.00
(b) If lien is filed, add twenty percent (20%) administrative fee or \$100 whichever is greater.		

Section Number	Subject	Fee Amount
<i>Food handlers</i>		
20-265(d)	<i>License:</i>	
	1 to 2 employees	\$5.00
	3—6 employees	\$10.00
	7—10 employees	\$20.00
	11—19 employees	\$35.00
	20 or more employees	\$50.00
	Special events	\$50.00 for yearly
	Special events	\$10.00 per event
	<i>Nonprofit (501C required)</i>	\$0.00
	<i>Late fee (1—30 days)</i>	\$25.00

(Ord. No. G-8-57, art. 2, § 6, 2-11-1957; Ord. No. G-3-91, § 8, 2-25-1991; Ord. No. G-8-04, § 14, 11-8-2004; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-7-16, § 1, 4-11-2016)

CHAPTER 22—FIRE PREVENTION AND PROTECTION

Section Number	Subject	Fee Amount
<i>Fireworks</i>		
22-43(b)	Permit for supervised display by cities, fair associations, amusement parks, etc.	Actual cost to city
<i>Fire Safety Inspection:</i>		
	Facilities without food preparation	\$50.00
	Facilities with onsite food preparation	\$75.00

Fire pumps:		
	Each	\$350.00
Fire Protection System Monitoring:		
	Fire Protection System Monitoring Panel	\$100.00

Tents, Canopies, and Other Membrane Structures:	
First	\$100.00
Each additional on the same site	\$50.00
Re-inspection Fee:	
2nd and subsequent inspections	\$75.00

Type of Fire Service	Permit Fee
<i>Tests and inspections</i>	
<i>Tank inspection:</i>	
Line test	\$75.00
Tank test	\$75.00
Hazardous materials incident mitigation	See Exhibit 1

EXHIBIT 1—HAZARDOUS MATERIALS OPERATIONS SERVICE FEES

<i>Communications:</i>			
The following fees for dispatching shall be charged for fire department response:			
Dispatch fee	\$75.00	15% administration fee	
<i>Apparatus:</i>			
The following fees shall be charged for emergency response operations:			
All apparatus	\$125.00	Per hour	
Note: Non-emergency, stand-by and returning-to type service fees will be charged at one-half the hourly rate.			
<i>Personnel:</i>			
The following fees for personnel shall be charged for operations response:			
Personnel charge	\$40.00	Per person/per hour	
<i>Haz-Mat:</i>			
The following fees for Haz-Mat supplies shall be charged for operations response:			
Haz-Mat supplies		Actual replacement cost	
<i>Protective equipment replacement:</i>			
The following fees for damaged or contaminated protective equipment shall be charged for operations response:			
Protective equipment		Actual replacement cost	
<i>Fire fighting agents:</i>			
The following fees for specialized fire protection supplies shall be charged for operations response:			
Fire fighting agents		Actual replacement cost	
<i>Fire fighting equipment replacement:</i>			
The following fees for damaged or contaminated equipment shall be charged for operations response:			
Equipment		Actual replacement cost	
Note: This list is not all-inclusive of equipment that may be damaged or contaminated during the course of a response effort. Additional equipment that is not herein listed may be charged at actual replacement costs.			
<i>Hazardous material response:</i>			
Flat fee	\$900.00	Per hour	

(Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-8-15, 9-14-2015; Ord. No. G-2-17, art. II, 9-11-2017; Ord. No. G-1-23, art. II(Exh. A), 3-13-2023)

CHAPTER 24—LAW ENFORCEMENT

Section Number	Subject	Fee Amount
	Accident reports	
	Texas Transportation Code Sec. 550.065(d)	
	The fee for a copy of the accident report	\$6.00
	Copy may be certified for an additional	\$2.00
	Certification that no report or information is on file	\$6.00
	Offense reports	\$3.00 first page
	Additional pages	\$0.25 each
	Local background check	\$5.00 each
	Clearance letters for housing	\$5.00 each
	Fingerprints	\$5.00 set
	Copy of body worn camera recording and camera video or audio footage <i>Pursuant to Sec. 1701.661 Government Code Office of the Attorney General</i>	\$10.00 per recording and \$1.00 per fill minute of body worn camera video or audio footage
	Open records request (fees are in accordance with the Texas Public Information Act). City of Port Lavaca's Web page has e-form available with fees and instructions.	

(Ord. No. G-1-13, art. II, 2-11-2013; Ord. No. G-4-20, art. II, 9-14-2020)

CHAPTER 26—MANUFACTURED HOUSING

Section Number	Subject	Fee Amount
26-9	<i>Fees associated with manufactured housing:</i>	
	Housing park license	\$100.00
	Placement permit	\$50.00
	Plumbing, electrical, etc.	Set by ordinance
	Habitability inspection	\$100.00 plus travel expenses and mileage

Section Number	Subject	Fee Amount
26-26	<i>Fees associated with recreational parks:</i>	
	For parks from one (1) space to fifty (50) spaces:	
	License fee	\$250.00
	Annual renewal	\$100.00
	License transfer	\$50.00
	For parks in excess of fifty (50) spaces:	
	License fee	\$500.00
	Annual renewal	\$200.00
	License transfer	\$100.00

(Ord. No. G-1-02, § 9.0, 6-10-2002; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-11-22, art. II, (exh. A), 1-9-2023)

CHAPTER 32—PARKS AND RECREATION

Section Number	Subject	Fee Amount
32-71(d)	Minor and special event permit	No charge
32-71(e)	Lighthouse Beach and RV Park	
	<i>Hill sites:</i>	
	<i>Daily rates:</i>	\$50.00
	With senior discount	
	With Good Sam discount	
	<i>Weekly rates:</i>	\$250.00
	With senior discount	
	With Good Sam discount	
	Monthly Rate:	\$500.00
	<i>Waterfront Sites:</i>	
	Daily rates:	\$55.00
	Weekly rates:	\$325.00
	Day use cabanas:	\$50.00
	<i>Lighthouse Beach and RV Park other fees:</i>	
	<i>Tent sites</i>	\$20.00
	<i>Miscellaneous rates:</i>	
32-71(d)	Annual day pass	\$25.00
32-71(d)	Annual senior day pass	\$20.00
	Day pass	\$5.00
	Day pass bus non-school	\$45.00
	Dump station	\$40.00
	<i>Pavilion rentals: per day</i>	
	Lighthouse Beach pavilion includes 20-day passes	\$200.00
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
	<i>Pavilion deposits: per event</i>	
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	Bayfront Peninsula Pavilion Area 3	\$2,000.00
32-73(b)	Alcohol-in-the-park permit	\$50.00 (No waiver or exceptions)

(Ord. No. G-4-05, § III, 6-13-2005; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-8-15, 9-14-2015; Ord. No. G-1-18, art. II, 1-8-2018; Ord. No. G-2-20, § II, 4-13-2020; Ord. No. G-3-21, art. II, 5-10-2021)

Note(s) - The dump station is only for RV Black Water waste disposal. No drums or other types of containers permitted.

CHAPTER 34—PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS

Section Number	Subject	Fee Amount
34-22(b)	<i>Peddlers and solicitors 14-day permit:</i>	
	Initial permit	\$100.00 for one person
	1—4 additional persons	\$20.00 each
34-22(c)	Itinerant and transient vendor 14-day permit	\$100.00
34-22(d)	Garage sale permit	\$10.00 each
34-51	Mobile food unites permit	\$10.00 per event or \$100.00 annually January 1—December 31

(Ord. No. G-1-06, § 3, 2-13-2006; Ord. No. G-9-06, § 1, 9-11-2006; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-2-20, § II, 4-13-2020)

CHAPTER 36—SIGNS

Section Number	Subject	Fee Amount
36-7(e)	Banners, flags, pennants and inflatables	\$25.00

(Ord. No. G-3-23 , art. II(Exh. A), 6-12-2023)

CHAPTER 38—SOLID WASTE

Section Number	Subject	Fee Amount
38-29	Residential Rate	
	Garbage/brush/bulk collection	\$19.53
	City-wide cleanups	\$0.35
38-30	Commercial Rate	Per Contract
	Prices are per contract through the solid waste provider	

(Ord. No. G-5-93, §§ 12, 13, 9-30-1993; F-1-10 (New Solid Waste Ordinance); Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-10-16 , art. II, 9-12-2016; Ord. No. G-2-20 , art. II, 4-13-2020; Ord. No. G-3-21 , art. II, 5-10-2021; Ord. No. G-4-22 , art. II, 5-9-2022)

CHAPTER 42—SUBDIVISION AND PLATS

Section Number	Subject	Fee Amount
<i>Major and minor plats fees</i>		
42-28	<i>Preliminary plat:</i>	
	Less than 1 acre	\$100.00
	1—5 acres	\$200.00
	More than 5 acres	\$300.00
42-28	<i>Minor Plat:</i>	
	Single lot	\$75.00
	Multi-lot	\$100.00
42-78	<i>Final Plat:</i>	
	Less than 1 acre	\$75.00
	1—5 acres	\$100.00
	More than 5 acres	\$175.00
42-103	<i>Replat:</i>	\$75.00
<i>Plan review fees.</i>		
42-6(a)	<i>Concept Plan Review</i>	\$75.00
42-6(a)	<i>Site Plan Review:</i>	
	Less than 1 acre	\$100.00
	1—5 acres	\$175.00
	More than 5 acres	\$225.00
42-53(a)	<i>Construction Plan Review:</i>	
	Less than 1 acre	\$100.00
	1—5 acres	\$175.00
	More than 5 acres	\$225.00
<i>Filing fees.</i>		
City filing fees	\$50.00 per plat plus \$15.00 per page of dedication	
County filing fees	Fees will be based on the actual charges of Calhoun County at the time of filing	
Copies	\$0.25 per page	

(Ord. No. G-3-89, §§ VII(B), IX(B), X(B), 4-24-1989; Ord. No. G-1-12, art. II, 3-12-2012)

Note(s)—Filing fees shall be paid in two separate checks. City filing fees should be made payable to the City of Port Lavaca, Texas, and county filing fees made payable to Calhoun County.

CHAPTER 46—TELECOMMUNICATIONS

Section Number	Subject	Fee Amount
46-20(h)	Tower removal deposit	\$100.00 per foot of tower height

(Ord. No. G-8-00, § 1, 12-18-2000; Ord. No. G-1-12, art. II, 3-12-2012)

CHAPTER 48—TRAFFIC AND VEHICLES

Section Number	Subject	Fee Amount
48-230(a)	Parade permit fees:	
	Marching band units or pedestrians	\$10.00
	Marching band units, pedestrians, floats and animals	\$25.00

(Ord. No. G-2-75, § 7, 2-24-1975; Ord. No. G-1-12, art. II, 3-12-2012)

CHAPTER 50—UTILITIES

Section Number	Subject	Fee Amount
<i>Cross-Connection Program (Backflow Prevention)</i>		
50-19	<i>Enforcement Penalty</i>	
	*A violation of this section is a misdemeanor and, upon conviction, any person who violates this section shall be punished by a fine up to \$500.00.	*
<i>Water service deposits</i>		
	<i>Type of Deposit:</i>	
50-49(a)	Residential	\$90.00—\$190.00 \$180.00 - \$280.00
50-49(b)	Commercial	Up to 60-day average bill
50-50(2)	Fire hydrant	\$1,500.00
50-64	Contractor's deposit	\$50.00
<i>Water tap and meter installation fees</i>		
50-52(a), 42-105	<i>Water tap/meter set fees:</i>	
	¾-inch water tap	\$840.00
	¾-inch meter set fee	\$315.00 \$370.00
	1-inch water tap	\$940.00
	1-inch meter set fee	\$380.00 \$540.00
	2-inch or greater tap	Based on current materials and labor
50-52(b)	Inspection fee	
<i>Water table</i>		
50-67	<i>Water user rates:</i>	
50-67	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$24.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$9.42 \$11.46 per month
	2,001—5,000 gallons	\$4.78 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons

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	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Small Commercial:</i>	
	Base charge 0—2,000 gallons ¾—1½-inch meter	\$27.18 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$9.42 \$11.46 per month
	2,001—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Large commercial:</i>	
	Base charge 2—6-inch water meter	\$44.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$9.42 \$11.46 per month
	0—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Outside city limits:</i>	
	For residential and commercial customers located outside the city limits, the charge for water shall be 1½ times the rate charged to customers inside the city limits	
	Bulk Water: (Metered Water)	
	Base charge 0—2,000 gallons	\$50.00
	2,001—25,000 gallons	2 times large commercial rate
	Over 25,000 gallons	2 times large commercial rate
<i>Sewer table</i>		
50-111 (a)(1), 42-105	<i>Sewer tap fees:</i>	
	4-inch sewer tap 4" or 6" Sewer Tap Fee <8 feet in length	\$600.00 \$780.00
	6-inch sewer tap 4" or 6" Sewer Tap Fee > 8 feet in length	\$700.00 \$1,350.00
	8-inch or greater	Based on current materials and labor
	Pavement break will be charged at \$20.00 \$35.00 per linear foot	
	Street bore will be charged based on current contractor fees	
50-111(b)	Inspection fee	\$25.00 per tap
50-120(a)	Annual industrial wastewater permit	\$2.00

50-122	<i>Residential wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$25.27 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
50-122	<i>Residential wastewater user rate for customer outside city limits:</i>	1½ times rate for customers inside city limits
50-123	<i>Commercial and industrial wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$27.02 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
	<i>Commercial wastewater user rate for customers outside city limits:</i>	1½ times user rate for customers inside city limits
50-124	<i>Extra strength surcharge: Suspended</i>	
	Over 250 ppm BOD or TSS	\$75.00 per week, per test
	Additional tests at customer request	\$80.00 per test
	Industrial wastewater discharge over 250 ppm BOD or TSS	Based on formula

Section Number	Subject	Fee Amount
<i>Grease Traps</i>		
50-150	<i>Enforcement Penalty</i>	
Fees:	(a) *When the city grants a trap waiver due to space constraints and/or historical landmarks and requires a waiver fee, the FPSE shall pay an annual waiver fee of \$200.00. The city council shall make the final decision with regard to authorizing a waiver.	*
Penalties:	(a) *If the city determines that a generator is responsible for a blockage of a collection system line the generator shall owe a civil penalty of \$1,000.00 for the first violation, \$1,500.00 for a second violation, and \$2,000.00 for the third violation within a two-year period. Continuous violations shall result in an increase in penalty by \$500.00 and may also result in termination of services.	*
	(b) *Any person violating any of the provisions of this section shall be subject to a written warning for the first violation, a \$1,000.00 civil penalty for the second violation, a \$1,500.00 civil penalty for the third violation, and a \$2,000.00 civil penalty for the fourth violation within a two-year period. Consistent violations will result in a \$500.00 increase in civil penalty and may result in termination of service.	*

Note 1) *Average wastewater usage rate:* Wastewater user rates shall be computed by averaging the water usage of the customer for the months of December, January and February. The average usage rate computed during these months (known as the Winter Average) shall apply notwithstanding any change in residence. During March of each year, the wastewater user rates shall be recomputed for each residential customer.

Note 2)New residences: New residences or residences which have no water usage history, shall be charged sewer based upon actual water usage at the adopted residential wastewater usage rate per Appendix A, until an average can be computed as described in Note 1) above.

Note 3)Variations: The director of finance or his/her designee is authorized to establish a wastewater user rate for a newly constructed residence or a residence with a change in occupancy or to make necessary adjustments in the event of a water leak upon request by the customer.

Note 4) The director of finance or his/her designee is also authorized to modify an individual's wastewater usage rate if application of the winter average would result in an unusual burden on the customer. At the request of the customer, they may opt out of using the winter average and be charged sewer based upon actual water usage at the adopted residential wastewater usage rate per Appendix A.

Note 5) Mobile home parks and apartment complexes with one meter per multiple units shall be considered commercial.

Note 6) For residential customers located outside the city limits the rates for discharging normal wastewater into the sanitary sewer system shall be 1½ times the rate for customers inside the city limits.

Note 7) The average of all samples taken during the month that exceed 250 ppm shall be used to determine the BOD and TSS used in the following formula:

Surcharge equals

$$\frac{\text{Total usage } (\$2.56 \text{ [BOD-250]})}{1,000 \text{ gal.}}$$

and/or

$$\frac{(\$2.34 \text{ [TSS-250]})}{1,000 \text{ gal.}}$$

Note - Low pressure sewer system (LPSS).

- (1) The minimum monthly charge for each residential customer with LPSS within the city limits shall be equal to the adopted residential wastewater usage rate per Appendix A plus the Monthly Maintenance fee cited below.
- (2) There will be a \$15.00 monthly maintenance fee to all LPSS customers.
- (3) For residential customers located outside the city limits the rates for discharging normal wastewater into the sanitary sewer system shall be 1½ times the rate for customers inside the city limits.

Section Number	Subject	Fee Amount
	<i>LPSS tap. E-one LPSS:</i>	Cost based on current materials and labor
	<i>LPSS maintenance fee</i>	\$15.00 per month
	<i>Utility billing fees.</i>	
	<i>Type of Fee:</i>	
50-41(b), 50-49(4)	Tampering	\$100.00
	\$100.00 plus Cost of Repairs for first offense	
	\$500.00 plus Cost of Repairs for second and more offenses	

50-42	Meter inaccessible	\$30.00
50-45	Meter testing	Cost based on service fee
50-49(3)	Nonsufficient funds	\$30.00
50-51	Trip charge	\$30.00
50-57, 50-59(b)	Disconnection	\$30.00
50-59 (a)(2)	After-hours reconnection	\$40.00
50-61	Transfer service	\$30.00
50-65	Temporary service	\$45.00
50-67	Missed turn on	\$30.00
50-67	Rereads-customer	\$30.00

(Ord. No. G-3-85, § 6, 7-8-1985; Ord. No. G-4-85, §§ 15, 17, 18, 7-8-1985; Ord. No. G-2-08, §§ I(18, 19), 9-8-2008; Ord. No. G-4-08, § 29, 9-22-2008; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-10-16, art. II, 9-12-2016; Ord. No. G-2-17, art. II, 9-11-2017; Ord. No. G-4-18, art. II, 5-14-2018; Ord. No. G-5-18, art. II, 9-10-2018; Ord. No. G-12-19, 9-9-2019; Ord. No. G-4-20, art. II, 9-14-2020; Ord. No. G-8-20, 12-14-2020; Ord. No. G-4-21, art. II, 9-20-2021; Ord. No. G-7-22, art. II, (exh. A), 9-12-2022; Ord. No. G-12-22, art. II, (exh. A), 1-9-2023)

CHAPTER 52—VEHICLES FOR HIRE

Section Number	Subject	Fee Amount
<i>Taxicab businesses</i>		
52-40(a)	Business permit	2% of gross receipts, with certificate of convenience and necessity payment attached to application
52-40(b)	Certificate of public convenience and necessity	\$25.00

(Ord. No. G-2-74, § 5, 2-11-1974; Ord. No. G-1-12, art. II, 3-12-2012)

CHAPTER 54—WATERWAYS

Section Number	Subject	Fee Amount
	<i>Tariffs:</i>	
	Oysters per sack	\$0.00
	Oysters per barrel	\$0.00
	Shrimp per ton	\$0.00
	Crude/condensate per barrel	\$0.10 \$0.125
	Crude/condensate per ton of bulk Bulk product liquid or dry per ton	\$0.65 \$0.79
	Public Dock Space	

Per day per barge up to 200 LF	\$200.00
Per day per barge greater than 200 LF	\$250.00
Harbor of Refuge	
Dockage Space – LF/month	\$3.30 \$4.00
Use of Rail Spur – LS/month	\$833.00 \$1,000.00
Marina Rates	
Dockage Space - LF/month	\$6.30
110 v. 30-amp Connection - per month	\$52.50
220 v. 50-amp Connection - per month	\$105.00
Water and Trash Included in all rentals If paid annually, will discount one month's rental	
Transient rate < 35 ft.	\$15.75
Transient rate > 35 ft.	\$21.00
Commercial Fishing Vessel Dockage Rate: first 25 ft in length per month	\$175.00
For each additional foot of length > 25 ft per month	\$ 5.00

(Ord. No. G-1-19 , art. II, 1-14-2019; Ord. No. G-4-20 , art. II, 9-14-2020; Ord. No. G-3-21 , art. II, 5-10-2021; Ord. No. G-4-21 , art. II, 9-20-2021)

BAUER COMMUNITY CENTER RENTAL RATES

Building Rental Rates and Deposits		
	Rental Fee	Deposit
Entire Building		
Weekend Rate — Single Day Fri, Sat, or Sun	\$1,000.00 \$1,250.00	\$1,000.00
Weekend Rate — Two Day Fri—Sat, or Sat—Sun	\$1,500.00 \$2,000.00	\$1,000.00
Weekend Rate — Three Day Fri—Sun	\$2,000.00 \$2,500.00	\$1,000.00
Weekday Rate — Single Day Mon—Thurs	\$600.00 \$750.00	\$600.00 \$750.00
Weekday Rate — Single Day for Non-Profits Mon-Thurs	\$600.00	\$600.00
Weekday Rate — Multiple Days Mon—Thurs	\$500.00 \$600.00	\$600.00
Side Rooms		
Daily Rate		
Room 1	\$150.00 \$200.00	\$100.00 \$200.00
Room 2	\$150.00 \$200.00	\$100.00 \$200.00
Room 1 and Room 2 combo	\$300.00	\$300.00
Catering Kitchen	\$100.00 \$200.00	\$100.00 \$200.00
Violation of No Glass Beer Bottle Policy		\$300.00 deducted from deposit

CITY OF PORT LAVACA - PART II - CODE OF ORDINANCES
APPENDIX A—FEES, RATES AND CHARGES

Section VIII. Item #16.

Violation of No Food/Grease disposal in sink		\$300.00 deducted from deposit
Luncheon Rate		
90 minutes (including setup)	Not to exceed 50 people	
Room 1	\$25.00	\$100.00
Repeat Rentals	(12 times per year)	10% off regular rental fees
Conference Room		
Mon — Fri 8 a.m. — 5 p.m.	\$25.00 per 4 hours	Holds 12—15 people
Accessory Item Fees		
Portable Staging (10 sections)	\$25.00 per each 4x8 section	
Marquee Advertising	\$20.00 per day	
Audio System/Microphones		\$500.00 Deposit
Piano Rental	\$100.00	
Projector Screen	No Charge	
Setup/Teardown Time		
Day Prior of Event (Rehearsal/Decorating Fee)	\$500.00	
Storage Fee		
Assessed for materials and/or equipment remaining on premises after lease terminates	\$50.00 per day	
Late Hours Extension Fee		
Assessed for use beyond contracted one-hour grace period	\$100.00 per one-quarter hour	
Late Payment Fee		
Past due accounts of 30 days	\$25.00	

(Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; Ord. No. G-8-15, 9-14-2015; Ord. No. G-2-17, art. II, 9-11-2017; Ord. No. G-3-19, art. II, 4-8-2019)

END OF EXHIBIT A

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-8-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 20- Environment and Health, Article III Accumulations On Property, Section 20 46 Assessment for failure to remove accumulation after Notice; Section 20-47 Statement of Expense - Lien; Addition of New Article XII, Litter, Addition of New Article XIII, Graffiti; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 11, 2023**AGENDA ITEM __****DATE:** 09.06.2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: 2ND READING: CHAPTER 20 - ENVIRONMENTAL AND HEALTH (LITTER AND GRAFFITI)**

BACKGROUND:

There are no changes proposed to the ordinance since the 1st reading. Simply put, this amends the current Chapter 20 Environmental and Health portion of the City's Code of Ordinances to prohibit Littering and Graffiti within the City.

With this ordinance adoption, we acquired points needed to achieve a Bronze ranking in the Texas *Scenic City* Program.

ORDINANCE #G-8-23

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE CODE OF ORDINANCES, CHAPTER 20 ENVIRONMENT AND HEALTH; ADDITION OF NEW ARTICLE XII, LITTER; ADDITION OF NEW ARTICLE XIII, GRAFFITI; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 20 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

Section 3. Repeal.

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

Section 4. Effective Date

THAT this ordinance shall become effective on the date of its passage.

FIRST READING this 14th day of August, 2023.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of September, 2023.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of September, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3H, Page ____.

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

Section VIII. Item #17.

EXHIBIT A

CHAPTER 20 ENVIRONMENT AND HEALTH

ARTICLE III. – ACCUMULATIONS ON PROPERTY

Sec. 20-46. Assessment for failure to remove accumulation after notice.

Should the person causing the accumulation or the owner or occupant of the property upon which exists any violation of this article fail or refuse to eliminate and remove such conditions within seven days after notice to such person, owner or occupant, then the city may enter into the property and do such work or cause same to be done and charge the expense incurred or as determined in Appendix A, whichever is greater, including the administrative fee as determined in the Appendix A, to the person, owner or occupant to whom the notice was given.

(Ord. No. G-9-04, § 7, 11-8-2004)

Sec. 20-47. Statement of expense; lien.

If the owner fails or refuses to eliminate and remove the illegal accumulations after seven days' prior notice and fails to pay the assessment after 60 days, the city secretary shall file with the county clerk a statement of expenses incurred under section 20-44(b) setting forth the amount of such expenses, the date on which work was done and a description of the property upon which such work was done. The city shall have a privileged lien second only to tax liens or liens for street improvements on such real estate upon which such work was done to secure the expenditures so made along with ten percent interest from the date the lien is filed. For any such lien and interest, suit may be filed and foreclosure had in the city's name. The statement of expense or a certified copy thereof shall serve as prima facie proof of the amount expended in any such work.

In the event the lien is filed, the city ~~charge an administrative fee of the statement of expenses which represents the administrative cost of the process to obtain the lien,~~ will file the lien for the amount due, plus all associated costs and fees, including filing and administrative fees as referenced in appendix A of this Code.

(Ord. No. G-9-04, § 8, 11-8-2004; Ord. No. G-4-16, § 1, 4-11-2016)

ARTICLE XI. – OPERATION OF A JUNKYARD

Sec. 20-503. Penalty for violations of article.

Any person convicted of a violation of any provision, restriction of requirement of this chapter shall be deemed guilty of a misdemeanor and shall be fined in a sum not exceeding \$2,000.00. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Ord. No. G-5-15, § 3, 5-11-2015)

Secs. 20-504 – 20-510. - Reserved.

ARTICLE XII. – LITTER

State Law reference:

HEALTH AND SAFETY CODE TITLE 5. SANITATION AND ENVIRONMENTAL QUALITY SUBTITLE B. SOLID WASTE, TOXIC CHEMICALS, SEWAGE, LITTER, AND WATER CHAPTER 365. LITTER

Sec. 20-511. Definitions.

Containers. City-approved metal or heavy plastic receptacles or city-owned dumpsters used for the storage or disposal of solid wastes, and pedestrian litter containers provided on public sidewalks and elsewhere for the disposal of litter by pedestrians.

Litter. Any solid waste, trash, debris, rubbish, refuse, garbage or junk not placed in a container.

. Includes but is not limited to yards, grounds, driveways, entranceways, passageways, parking areas, working areas, storage areas, vacant lots and recreation facilities owned by private individuals, firms, corporations, institutions and organizations.

Public property. Includes but is not limited to streets, street medians, roads, road medians, catchbasins, sidewalks, strips between streets and sidewalks, alleys, lanes, public rights-of-way, public parking lots, school grounds, parks, publicly owned recreation facilities and municipal bodies of water and waterways.

Sec. 20-512 Littering, dumping prohibited.

- (a) It shall be unlawful for any person to throw, discard, place or deposit litter in any manner or amounts on any public or private property within the corporate limits of the city except in containers.
- (b) Persons placing litter in public receptacles shall do so in such a manner as to prevent the litter from being carried or deposited by the elements.

Sec. 20-513 Litter from motor vehicle.

It shall be unlawful for any person, while a driver or passenger in or upon a motor vehicle, to throw or deposit litter, garbage, rubbish, or refuse or the like onto public or private property.

Secs. 20-514 – 20-520. - Reserved.

ARTICLE XIII. – GRAFFITI

Sec. 20-521. Definitions.

***Aerosol paint.* An aerosolized paint product.**

***Etching or engraving device.* A device that makes a deliniation or impression on tangible property, regardless of the manufacturer's intended use for the device.**

***Indelible marker.* A device that makes a mark with paint or ink product that is specifically formulated to be more difficult to erase, wash out, or remove than ordinary paint of in products.**

Sec. 20-522. Offense.

A person commits an offense if, without the effective consent of the owner, ther person intentionally or knowingly makes markings, including inscriptions, slogans, drawings, or paintings on the tangible property of the owner with:

- (a) Paint, including aerosol paint;**
- (b) Indelible marker; or**
- (c) An etching or engraving device**

Secs. 20-523 – 20-530 - Reserved.

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-9-23) of the City of Port Lavaca amending the Code of Ordinances, Chapter 42 Subdivisions and Plats, Article VII Group Housing and Commercial Development, Sec. 42-161 Landscaping, add new Section 42-162 Dumpster Screening; providing for severability; providing a repealing clause; and providing and effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 11, 2023**AGENDA ITEM __****DATE:** 09.06.2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: 2ND READING: CHAPTER 42 Article VII– Group Housing and Commercial Development
(Protection of Landscaping and Dumpster Screening)**

BACKGROUND:

There are no changes proposed to the ordinance since the 1st reading. Simply put, this amends the current Chapter 42 Article VII – Group Housing and Commercial Development of the City’s Code of Ordinances to require protection of landscaping during construction and require screening of dumpsters. Again this applies only to new or renovated (over 50% of the value) Commercial and Group Housing projects.

With this ordinance adoption, we acquired points needed to achieve a Bronze ranking in the Texas *Scenic City* Program.

ORDINANCE #G-9-23

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE CODE OF ORDINANCES, CHAPTER 42 SUBDIVISIONS AND PLATS; ARTICLE VII GROUP HOUSING AND COMMERCIAL DEVELOPMENT, SECTION 42-161 LANDSCAPING, ADDITION OF (d) PROTECTION OF LANDSCAPING DURING CONSTRUCTION; ADDITION OF NEW SECTION 42-162 DUMPSTER SCREENING; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 42 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

Section 3. Repeal.

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

Section 4. Effective Date

THAT this ordinance shall become effective on the date of its passage.

FIRST READING this 14th day of August, 2023

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of September, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of September, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3H, Page ____.

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

Section VIII. Item #18.

CHAPTER 42 – SUBDIVISIONS AND PLATS
ARTICLE VII. - GROUP HOUSING AND COMMERCIAL DEVELOPMENT

Sec. 42-161 – Landscaping

(3) Landscape Plan.

A landscape plan is required where this article specifies below and shall apply to all building sites within the city limits where any of the following conditions are present:

- a. New construction:
 1. Any new building construction for which a building permit is required.
 2. Any construction of a new parking lot or parking area.
- b. Additions/renovations: Any building addition or renovation exceeding fifty (50) percent of the existing building area or existing building value as defined by the footprint of the existing building for which the building permit is required.
- c. Parking lot additions: Any parking lot addition on an existing or legal non-conforming property by more than one thousand (1,000) square feet or ten (10) percent in area of the existing parking lot must add landscaping in conformance with the provisions of this article.
- d. Protection of landscaping during construction. Existing trees that qualify to generate credit against landscaping requirements, as provided in this article, shall be protected during on-site development and construction activities.**
 - 1. Barricades shall be installed at the protective root zone. The protected root zone is the area that extends from the center of the trunk 18 inches per each 1 inch of diameter at breast height of the protected tree.**
 - 2. Each protected root zone shall be barricaded during construction to prevent damage to the tree and its roots. The barricades shall be made of wood, fencing or solid material.**
 - 3. Barricades shall be no less than three (3) feet in height.**
 - 4. No cutting, filling, or storage of building materials or equipment, debris or disposal of wastes shall take place within a protected root zone.**
 - 5. Protective barricades are only to be removed at the final landscaping stage.**

Sec. 42-162. Dumpster Screening.

Applicability: For new construction and major renovation exceeding 50% of the existing building area or existing building value.

- a. Every owner, occupant, or lessee using or occupying a building or structure within the corporate city limits of the city for other than residential purposes, and all residential structures required by this chapter to have a dumpster or have adequate area for a dumpster pad site as described herein, or purposes accessory thereto, shall maintain on such premises a dumpster meeting the requirements in this section.**

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

Section VIII. Item #18.

- b. Dumpsters and associated screening required by this section shall be maintained in good order and condition. When the Code Enforcement Officer determines a container to be unsafe or unsightly, notice shall be given to the occupant of the premises upon which the dumpster is located for corrective action.
- c. The dumpster must be fully screened from view by enclosure consisting of two side walls and a rear wall plus a gate in the front.
- d. Minimum height. Screening walls and gates must be not less than six (6) feet nor more than eight (8) feet in height.
- e. Screening materials. Dumpster screening materials must be wood, metal, masonry, brick, stone, reinforced concrete, or other similar masonry materials. Any metal screening must be painted to blend with the primary building on the same lot. Corrugated metal, R panel and U panel sheet metal, and fiberglass panels are prohibited and may not be used as screening material.
- f. Gates. Screening gates must be solid metal and must screen dumpsters from view when closed. Gates must swing out to an angle greater than 90 degrees and create an opening at least 12 feet wide for collection truck to enter the enclosure. Each gate must be equipped with a pin capable of holding the gate in its fully opened position while the dumpster is being accessed. Gates must swing clear of fire lanes, sidewalks, and streets. Gates must remain closed unless the dumpster enclosure is in the process of being emptied, filled, painted, cleaned, constructed, installed, repaired, or otherwise maintained.
- g. Bollards. A minimum of four bollards shall be provided within the enclosure, two in the rear, and one on each side to prevent the dumpster from striking or damaging the screening enclosure.
- h. Dumpster Screening plans must be submitted as a part of the construction plans review packet.

END OF EXHIBIT A

COMMUNICATION

SUBJECT: Consider First Reading of an Ordinance (G-10-23) of the City of Port Lavaca amending the Code of Ordinances, by Repealing Chapter 30, Article II. Juvenile Curfew; and providing an effective date. Presenter is Colin Rangnow

INFORMATION:

ORDINANCE NO. G-10-23**AN ORDINANCE AMENDING THE CITY OF PORT LAVACA CODE OF ORDINANCES BY REPEALING CHAPTER 30, ARTICLE II. JUVENILE CURFEW; REPEALING ANY CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, HB 1819 adopted in the 2023 legislative session prohibits municipalities from enforcing a curfew on individuals age 18 or younger.

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

SECTION 1. Purpose

That the Code of Ordinances of the City of Port Lavaca, Texas, be, and the same is, hereby amended by repealing Chapter 30, Article II. Juvenile Curfew.

SECTION 2. Severability

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Port Lavaca, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 3. Ordinances in Conflict

All ordinances or parts of ordinances that are in conflict with this Ordinance are all hereby repealed.

SECTION 4. Effective Date

This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

FIRST READING this 11th day of September, 2023.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of October, 2023.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of October, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilman Tippit			
Councilwoman Padron			
Councilman Ward			
Councilman Barr			

Record of approval by City Council: City Council Minute Records, Volume 3H, Page ____.

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board to approve a conceptual office building to be located on the corner of N. Virginia Street and Independence Drive, Calhoun Appraisal District Property Identification Number (CAD PIN) is 53488. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: September 11, 2023

DATE: 08/29/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

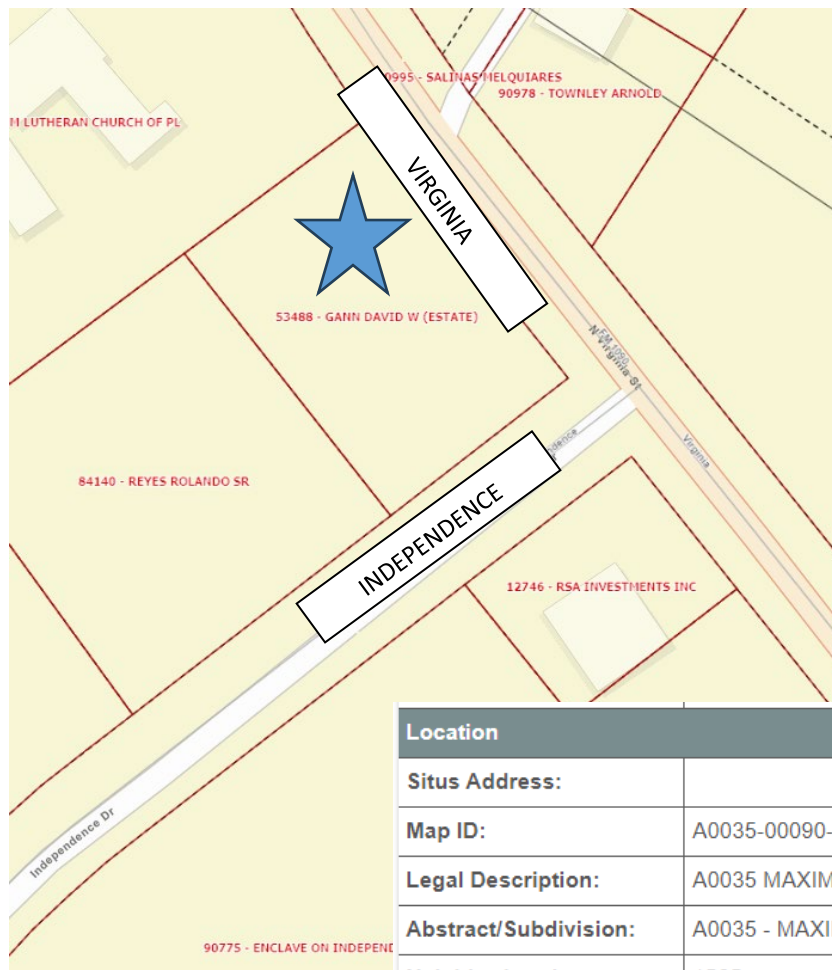
FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: At the recommendation of the Planning Board, consider and discuss approval for a conceptual office building to be located on the corner of N. Virginia St. and Independence Dr. CAD PIN 53488.

Sec. 42-159. - Approval of planning commission required.

No person shall construct a multifamily dwelling, townhouse, patio home or other commercial development project without approval of said construction project by the planning commission...

The applicants are proposing a home health office building. The proposed structure will be a metal building with office cubicles for employees. As a home health business, the employees will travel to their patients' residences. Proposed building size 3000 – 4000 sq ft.



Location		
Situs Address:		
Map ID:	A0035-00090-0012-D0	Mapsc0: 1565
Legal Description:	A0035 MAXIMO SANCHEZ, TRACT PT 26, ACRES 1.193	
Abstract/Subdivision:	A0035 - MAXIMO SANCHEZ	
Neighborhood:	1565	

Future land Use Map

<https://portlavaca.org/wp-content/uploads/2020/10/Future-Land-Use-Plan.pdf>

The Future Land Use Map designates this area as Commercial.

Department Comments:

Engineering: In accordance with the adopted Master Sidewalk Plan, a Shared Use Path is proposed along N. Virginia St. and Independence Drive. A sidewalk will not be required to be placed on Independence Dr. as there is a plan for infrastructure improvements on that road in the near future. The applicants will need to get with TXDOT for driveway and sidewalk construction on Virginia Street. Civil plans will need to be submitted for review.

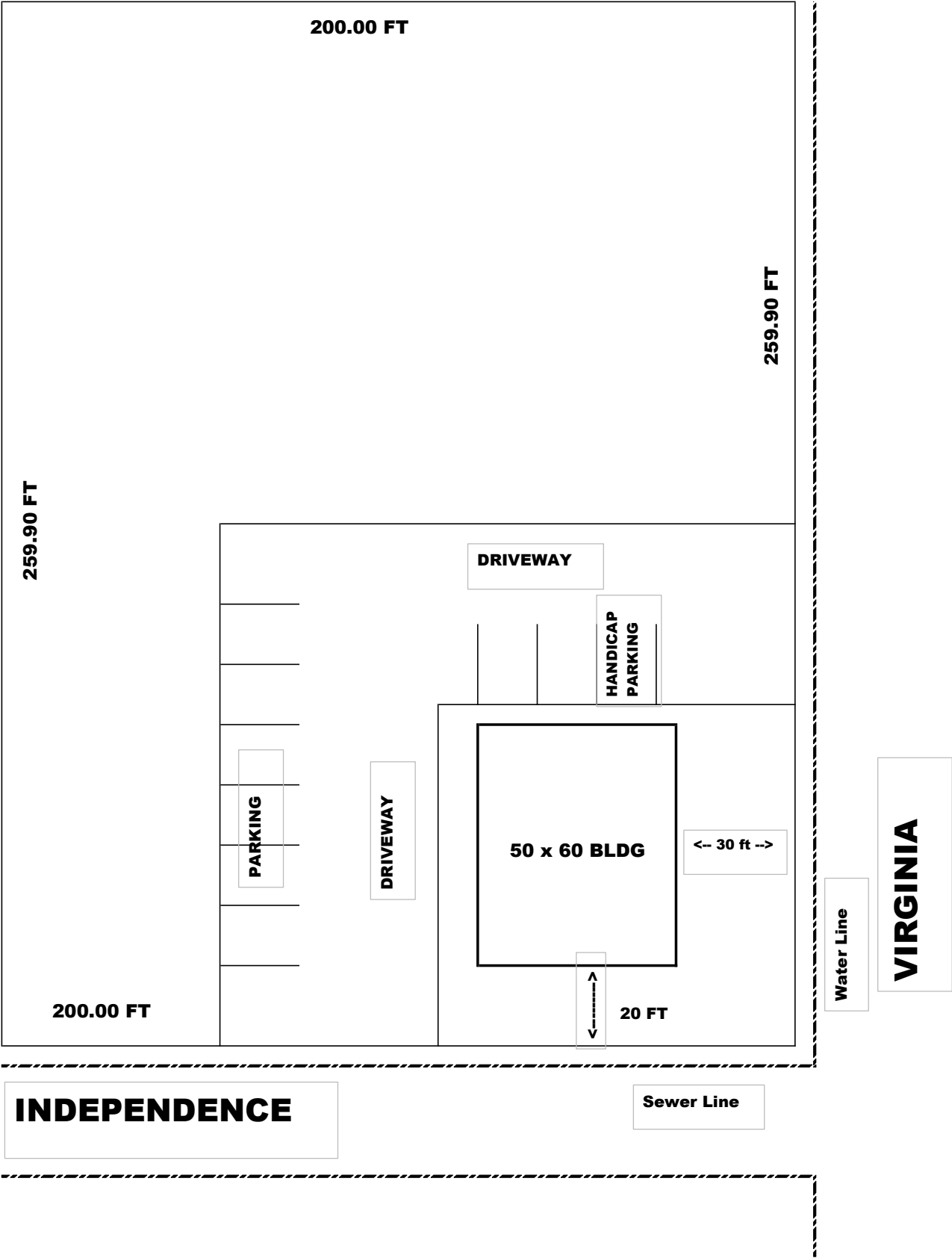
Development Services: If approval is granted for this location to be developed as an office building, the property will need to be platted.

Attachments:

- Proposed site plan

Proposed Home Health Office Building

Property: CAD PIN 53488



COMMUNICATION

SUBJECT: Consider purchase of Brightly / Smart Gov and Asset Essentials software.
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: SEPTEMBER 11, 2023 **AGENDA ITEM** _____

DATE: 09.06.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Discuss and approve a contract with Brightly Software for a Cloud-Based Subscription. (Sourcewell Purchasing Cooperative Agreement)

The intent for the new contract with Brightly Software that we discussed during the budget workshop is to provide online user-friendly software (SmartGov for Development Services and Asset Essentials for Public Works) that will increase efficiency and make a positive impact in our community.

Currently, the software used is Microsoft Excel, IWorQ, Incode, email and phone messages to complete tasks. With these various channels, miscommunication happens, notes get lost, reporting becomes difficult and customer service can sometimes be affected.

To increase efficiency and communication between the field, office, and other personnel, we are proposing a unified solution to manage essential functions tied to planning, permitting, registrations, inspections, public works, and code enforcement. The best solution is SmartGov and Asset Essentials.

1. **SmartGov/Asset Essentials will get us online.** The customers will be provided 24/7 service to complete permit applications, pay for the permits and requests inspections all online. The customer will have complete transparency to their projects and the status of them. A public portal is also provided for the reporting of complaints or concerns. Depending upon how the citizen answers a few questions, the complaint/concern will be routed to Development Services or Public Works. The issue will be then routed to the proper person to handle and notes on progress will be kept on the portal for the complainant to be able to log in and view.
2. **SmartGov/Asset Essentials has GIS integration.** Access to GIS makes it so public works, permitting, code enforcement cases and inspections can be visually tracked.
3. **Reporting.** With public works, permitting and code enforcement using the same software, all information for a property can be seen at once. This data being all in one place can assist us and Council in having a better understanding of what is going on in certain areas. Reports can be immediately generated for the mayor, city council, city manager and citizens.
4. **Workflow.** Cross-departments user collaboration and automated workflow make tasks simpler. Some projects require the attention of multiple departments and with this workflow, it is easy to track what phase and with whom the project is sitting with.
5. **Mobile application.** For inspections, plans can be reviewed digitally, and work orders and enforcement cases can be tracked with just a pin drop while on-site. Results and notices can be published in the field.

CITY OF PORT LAVACA

Below are the costs for both SamrtGov and Asset Essentials per the Sourcewell purchasing Cooperative Agreement:

Subscription “Cloud Services”			
Due Date	SmartGov	Asset Essentials	TOTAL
October 1, 2023	\$13,006	\$10,882	\$23,888
October 1, 2024	\$17,894	\$14,972	\$32,866
October 1, 2025	\$18,431	\$15,421	\$33,852
October 1, 2026	\$18,984	\$15,884	\$34,868
October 1, 2027	\$19,554	\$16,361	\$35,915

***NOTES:**

- The above reflects a 5-year agreement that renews every year, and also includes a non-appropriation clause under Order Form terms, that allows the City to terminate the agreement if it fails to appropriate funds sufficient to maintain the Service(s) described in the Order Form.
- These cost will replace current annual subscription costs to iWORQ being \$4800 to Permitting and \$17,289 to Public Works.

One Time Implementation and configuration costs

	SmartGov	Asset Essentials	TOTAL
Oct. 1 2023	\$24,875	\$10,865.00	\$35,740

***NOTES:**

- The above one-time services will be invoiced as milestones are delivered over the course of the SmartGov and Asset Essentials implementations.

Attachments:

- Brightly Software Subscription Agreement
- SmartGov Proposal
- Asset Essentials Proposal



PREPARED FOR

City Of Port Lavaca ("Subscriber")

Derrick Smith

Director of Development Services

202 N Virginia St

Port Lavaca, TX 77979

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

July 14, 2023



Q-330260

Pricing is based on unlimited users. Subscription ("Services") includes Public Portal, Parcel Connector, and GIS Connector. Enterprise includes all modules (Permits, Inspections, Plan Review, Code Enforcement, Rental Inspections, and Business Licensing).

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Term: 60 months (10/01/2023 - 09/30/2028)

Services				
Item	Start Date	End Date	Pricing Based On	Investment
SmartGov Connector Merchant	10/1/2023	9/30/2024		1,022.26 USD
SmartGov Connector Financial	10/1/2023	9/30/2024		1,022.26 USD
- SmartGov Permitting	10/1/2023	9/30/2024		Included
- SmartGov Code Enforcement	10/1/2023	9/30/2024		Included
- SmartGov Business License	10/1/2023	9/30/2024		Included
SmartGov - Enterprise	10/1/2023	9/30/2023	12,248.00 Population	18,395.15 USD
3.0 Month(s) included at no additional cost on the first term 10/01/2023 - 12/31/2023				-5,137.83 USD
Multi-Product Bundle Promo				-2,295.28 USD



		Subtotal: 13,006.56 USD
Professional Services		
Item	Pricing Based On	Investment
General Config	12,000.00 Population	2,375.00 USD
Fees Configuration (Pages)	1.00	504.45 USD
Existing Merchant Connector Configuration	12,000.00 Population	1,425.00 USD
Parcel Connector Configuration	12,000.00 Population	2,968.75 USD
Portal Configuration	12,000.00 Population	1,187.50 USD
Financial Export Connector Configuration	12,000.00 Population	2,375.00 USD
SmartGov Custom Implementation	One-Time	0.00 USD
Project Management	One-Time	2,885.63 USD
Workflow template customization	12,000.00 Population	8,401.80 USD
SmartGov Training - Basic	One-Time	2,752.15 USD
		Subtotal: 24,875.28 USD
Total Initial Investment		37,881.84 USD

- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Port Lavaca and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via the Company's Change Control Authorization ("CCA") process.



Subscription

Item	Investment Year 2 Start Date: 10/01/ 2024	Investment Year 3 Start Date: 10/01/ 2025	Investment Year 4 Start Date: 10/01/ 2026	Investment Year 5 Start Date: 10/01/ 2027
SmartGov Connector Merchant	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
SmartGov Connector Financial	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
- SmartGov Permitting	Included	Included	Included	Included
- SmartGov Code Enforcement	Included	Included	Included	Included
- SmartGov Business License	Included	Included	Included	Included
SmartGov - Enterprise	18,947.00 USD	19,515.41 USD	20,100.88 USD	20,703.90 USD
Multi-Product Bundle Promo	-3,157.93 USD	-3,252.67 USD	-3,350.25 USD	-3,450.75 USD
Total	17,984.93 USD	18,431.78 USD	18,984.73 USD	19,554.28 USD



Introduction

Brightly Software, Inc. ("Company") is pleased to submit this Statement of Work ("SOW") to City Of Port Lavaca for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Port Lavaca has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

Company looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Custom Implementation and Features

The Custom Implementation leverages best practices but includes wide flexibility in Company assisted customization. It is based on our pre-configured settings to streamline your setup but allows full access to modify your final configuration.

With Custom, you get access to the Full Software and your features include:

Feature	Custom
All Modules (Permitting, Licensing, Code Enforcement, Recurring Inspections)	Included
Public Portal	Included
Custom Fee Codes (across all modules)	Included
Custom Fields (across all modules)	Unlimited
Departments associated with Templates and Inspection Types (e.g., Building Safety and Construction, Planning and Zoning, etc.)	Unlimited
156 Standard Reports and Output Documents	Included
Custom Reports and Output Documents	Unlimited (Additional Fee Required)
Pre-configured Inspection Types (109 across all modules)	Included
Pre-configured Submittal Types (140 across all modules)	Included
Pre-configured Workflow Steps (152 across all modules)	Included
Additional Inspection Types	Unlimited (Additional Fee Required)



Feature	Custom
Additional Submittal Types	Unlimited (Additional Fee Required)
Additional Workflow Steps	Unlimited (Additional Fee Required)
Mobile App (Android and iOS)	Included
Pre-configured Templates and Workflow (77 templates across all modules)	Included
Additional Templates and Workflow	Unlimited Unlimited (Additional Fee Required)
Case number formatting	Customized
Users	Unlimited

With Custom you will get access to the following Services:

Service	Custom
Project Management	Per Agreement
Public Portal Configuration	Self-service or Per Agreement
Custom Code References	Included
Custom Condition Setup	Unlimited
Custom Field Configuration	Unlimited
Department Customization	Included
Fee/ Financial Setup	Per Agreement
Jurisdiction Specific Settings (Time zone, Holidays, etc.)	Included
Inspection Types Additions	Per Agreement
Template and Workflow Customization	Per Agreement
Template and Workflow Additions	Per Agreement
User Setup and Security	Included



Please talk with your account representative to determine timing for your Custom Implementation.

Planning, Initial Set Up & System Level Configuration

As part of the General Configuration Brightly will:

- Create your database with our defaults
- Load your users with Company standard permissions (provided in Company input sheet)
- Load your Code References/Violation types (provided in Company input sheet)
- Load up to 20 additional custom attributes/details (not associated with fees)
- Load your logo
- Provide access to 156 reports/output documents (see list)
- Provide ongoing access to our Virtual Classroom Training classes

Workflow Template Customization

Company will add up to x10 custom process templates across all modules (Permits/Licensing/Code Enforcement/Recurring Inspections) until your product readiness date or 12 months after purchase whichever comes first.

Financial Setup and Fees Pages

Based on your fee schedule Company will:

- Setup your fee code calculations
- Load your FMS/GL Codes (provided in Company input sheet)
- Load your Valuation table (provided in Company input sheet or ICC table)
- Setup your fixture costs (if needed)
- Load your custom attributes / details as required for your fee calculations

Public Portal Configuration Setup

The Company will customize your Portal by:

- Linking your logo
- Exposing all permits/business licenses that you want your citizens to have access to
- Will advise on best practices and load your custom verbiage into the available fields
- Provide the access URL to add link to any needed jurisdiction web pages



Parcel Connector Setup

Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the customer

- Delimited File – A delimited file may be uploaded to the job at runtime or may be made available to the job via FTP using anonymous access or a username and password. The delimited file option supports a single address for each individual parcel.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.

The configured parcel job will be available for the customer to run on-demand. If using the ARCGIS option or a delimited file that is accessible via FTP, the job may also be scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.).

Financial Connector Setup

The Company will customize the configuration of the export to match your financial system input needs. These customizations could include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting

Merchant Service Connector Setup

The Company will setup our connector to your merchant vendor (from our authorized list of vendors).

The client will need to provide the relevant linking information for the Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys.

The Company cannot get this information on the client's behalf due to security and privacy concerns.

Change Control Authorization Process

Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.





Appendix

Parcel Configuration Setup

Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

Financial Connector Setup

By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number
- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name



- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be



determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-330260 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Bringing Assets Into Focus

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12th-15th, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning September 1st through March 10th, 2023.



Signature

Presented to:

Q-330260

March 06, 2023, 12:03:43 PM

Accepted by:

Jack Whitlow

Printed Name

Signed Name

Mayor

Title

Date



PREPARED FOR

City Of Port Lavaca ("Subscriber")

Wayne Shaffer
Director of Public Works
202 N Virginia St
Port Lavaca, TX 77979

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

July 14, 2023

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI
- Expiration date: 11/2/2024



Q-334217

Term: 60 months (10/01/2023 - 09/30/2028)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	10/1/2023	9/30/2024	12,248.00 Population	17,101.92 USD
- Facilities/Physical Plant Module	10/1/2023	9/30/2024		Included
- Streets/Signs/Sidewalks Module	10/1/2023	9/30/2024		Included
- Water Distribution and Waste Water Collection Module	10/1/2023	9/30/2024		Included
- Parks, Recreation and Forestry Module	10/1/2023	9/30/2024		Included
- Dude Analytics	10/1/2023	9/30/2024		Included
- AE Safety	10/1/2023	9/30/2024		Included
- Asset Essentials Inventory	10/1/2023	9/30/2024		Included
3.0 Month(s) included at no additional cost on the first term 10/01/2023 - 12/31/2023				-4,298.84 USD
Multi-Product Bundle Promo				-1,920.46 USD
			Subtotal:	10,882.62 USD



Professional Services		
Item	Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting	12,248.00 Population	10,865.15 USD
		Subtotal: 10,865.15 USD
Total Initial Investment		21,747.77 USD

- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created and is contingent on acceptance of both this order for for Asset Essentials and the order form for SmartGov.



Subscription				
Item	Investment Year 2 Start Date: 10/01/ 2024	Investment Year 3 Start Date: 10/01/ 2025	Investment Year 4 Start Date: 10/01/ 2026	Investment Year 5 Start Date: 10/01/ 2027
Asset Essentials Enterprise	17,614.98 USD	18,143.43 USD	18,687.73 USD	19,248.36 USD
- Facilities/ Physical Plant Module	Included	Included	Included	Included
- Streets/Signs/ Sidewalks Module	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included	Included	Included
- Parks, Recreation and Forestry Module	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
- AE Safety	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included
Multi Product Bundle Promotion	-2,642.25 USD	-2,721.51 USD	-2,803.16 USD	-2,887.25 USD
Total	14,972.73 USD	15,421.91 USD	15,884.57 USD	16,361.11 USD

Asset Essentials Implementation with Consulting Statement of Work

Summary:



Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support



- 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date



- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:



At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-334217 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-334217

May 22, 2023, 7:43:53 AM

Accepted by:

Jack Whitlow

Printed Name

Signed Name

Mayor

Title

Date

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software (“Company”). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. Subscriber agrees to the terms of this Agreement by clicking the button or using any Offering and therefore indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “ACCOUNT” OR “SUBSCRIBER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) **Company Cloud Service.** Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for the Subscription Term.

(b) **Subscriber-Hosted Software.** Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

- (i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).
- (ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.
- (iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. “Environment” means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber-Hosted Service will be used.

1.2 Ordering.

(a) **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during their Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement’s terms.

(b) **Account Setup.** To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) **Subscriber Responsibilities.** Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber’s obligations under this Agreement whether they are accessing Cloud Services on Subscriber’s behalf, at Subscriber’s invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account’s access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber’s behalf. Further, Subscriber shall: (i) be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber’s Account Users to be delivered to Subscriber’s Account Users; and (vi) take responsibility for the security of Subscriber’s systems, including the software on Subscriber’s systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services.

(d) **Usage Restrictions.** Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to “internal

and/or “internal business operations” shall be deemed to include and permit such use (hereafter referred to as “Commercial Use”).

(e) **Additional Guidelines.** Company reserves the right to establish or modify its Cloud Service offerings, general practices and limits concerning use of the Cloud Service, and if applicable provide alternative Cloud Service offerings and practices, with approximately thirty (30) days’ prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) **Links to Third Party Websites.** To the extent that the Cloud Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber’s rights with respect to such website, application or service, unless otherwise expressly provided by Company. Company shall have no obligations or liability arising from Subscriber’s access and use of such linked Third Party websites, applications and services.

(g) **Previews, No-Charge Offerings.** From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as Previews. Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber’s sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an “as-is” basis and “as available” basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, “Derivative Works”), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber’s feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the “Feedback”) relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Content to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the “De-Identified Data”) in order to improve the Cloud Service and Company’s performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber or natural persons. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to Company by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Cloud Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company’s Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the “Service Standard”). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber’s delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber’s or its Account User’s Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. “Scheduled Downtime” means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers’ Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber’s processor of personal data provided by Subscriber, the data is subject to Company’s Privacy Policy, which can be viewed by clicking the “Privacy” hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber’s export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a “Covered Entity” under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, “HIPAA”), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber’s “Business Associate” under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. “Data Protection Legislation” means (i) the United Kingdom’s Data Protection Act 2018, and (ii) the General Data Protection Regulation (“GDPR”) and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as “Data Controller” (defined in accordance with the Data Protection

Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent permitted by law, Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 Subscription Term. This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 Termination. Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 Effect of Termination. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Order items automatically terminate. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties.

(a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

(a) *Indemnity by Company.* Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 Limitation of Liability.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4.**

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research and development, and any other information that is confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute.

personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 General. Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 Checks. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

8.3 Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 Information. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 Export Control Indemnification. Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 Reservation. Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 Publicity. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 Relationship of the Parties. Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 Assignment. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the party

However, Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 Force Majeure. Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a “Force Majeure Event”). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber’s Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the **United States and all other domiciles not otherwise mentioned**, the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe**, the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania**, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 Company Affiliates and Subcontractors. Company or its Affiliates may exercise Company’s rights and fulfill Company’s obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement, including any applicable Order, is the entire agreement between Subscriber and Company regarding Subscriber’s use of the Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by means of manual signatures or electronic signatures or via an online mechanism. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 Cooperative Use. With Subscriber’s approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber’s state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 Modifications. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber’s rights, Company shall notify Subscriber.

9.16 USA Government Subscribers. The Cloud Service and its Documentation and Content are “Commercial Items,” “Commercial computer software” and “Computer software documentation” as defined in the Federal Acquisition Regulations (“FAR”) and Defense Federal Acquisition Regulations Supplement (“DFARS”). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 “Access Credentials” means any user’s name, identification number, password, license or security key, security token, PIN or other security

method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.

10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).

10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.

10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.

10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.

10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.

10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.

10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, Brightly Software Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.

10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).

10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.

10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.

10.16 "Subscriber-Hosted Software" means Company's suite of cloud software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.

10.18 "Third Party" means a party other than Subscriber or Company.

10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.

COMMUNICATION

SUBJECT: Consider award of Construction Contract for the Harbor of Refuge Railroad Culvert Replacement Project. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

MEETING: SEPTEMBER 11, 2023 **AGENDA ITEM** _____

DATE: 09.06.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **HARBOR OF REFUGE RAILROAD CULVERT REPLACEMENT**

Background:

As you recall in April, the Port Commission made a recommendation to Council to solicit bids to replace the culvert in Corporation Ditch under the railroad in the Harbor of Refuge. In June, City Council approved Urban Engineering Task Order #32 to prepare bid documents. Plans were prepared to install 2 ea. 96" polymer coated Galvanized corrugated pipe. This allows for increased runoff that will come with future development.

We submitted the plans for UPRR review in accordance with our 1971 Track Agreement on .

Bids were opened on Wednesday September 6. Although we were anticipating at least two bids, only one was received from Lester Contracting, Inc. A bid tabulation is attached.

The Base Bid of \$749,850 is for the pipe specification that is specified by Union Pacific (8 Gauge thickness and comes only from Illinois with a lead time of 10-12 weeks. Alternate Bid No. 1 is for an alternate pipe specification that meets railroad E80 loading but is less expensive and is more available with a lead time of 4-6 weeks. We were unable to get any feedback from the railroad regarding the alternate pipe specification prior to bidding, so we bid both alternatives. As of the writing of this memo, we have not heard back from UPRR engineering regarding acceptance of the Alternative specification.

Lester Contracting states that once they have the pipe, the actual work will take approximately 30 days. So best case scenario would be approval of the alternate spec, which would put completion – maybe before Thanksgiving but more realistically early December. If we must wait for the UPRR spec then we are looking at completion more likely toward the end of January, considering the Christmas holiday.

We are hoping to have some feedback from UPRR to share at the meeting Monday night. If we do not have clear direction from UPRR by Monday, staff recommends that an award be made not to exceed the Base Bid. Staff will continue to work with UPRR and the contract will not be executed until approval is received from UPRR. If UPRR will approve the Alternate Bid spec, then the award will be for the Alternate Bid. We were assured by UPRR staff early on that they would not hold us up, so we are optimistic we should hear something soon.

Financial Impact:

The adopted FY 2023-24 Capital Improvement Plan has \$300,000 budgeted for this culvert work, so we are require another \$449,850 or \$339,850 from General Fund Reserves depending upon which alternate we are able to construct.

CITY OF PORT LAVACA

Photographs of existing conditions:



Photograph of upstream side this summer after a rain
Note the collapsed end of the pipe on the left.



View from the downstream end of one of the
Pipes.



View of collapsed pipe on upstream side after clearing operations



View of upstream side after clearing operations

BID TABULATION					
CITY OF PORT LAVACA					
HARBOR OF REFUGE RAILROAD CULVERT REPLACEMENT					
U.E. JOB #E25760.00					
BID OPENING: SEPTEMBER 6, 2023					
Lester Contracting, Inc.					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
GENERAL					
1.	Mobilization, Insurance and Bonds (Maximum 5% of Base Bid)	1	LS	\$ 28,000.00	\$ 28,000.00
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 2,000.00	\$ 2,000.00
3.	Construction Staking	1	LS	\$ 4,000.00	\$ 4,000.00
4.	Dewatering per Section 01563	1	LS	\$ 39,000.00	\$ 39,000.00
5.	Remove and Reinstall Railroad Track as required for Culvert Installation	1	LS	\$ 26,000.00	\$ 26,000.00
6.	Install new Railroad Tie (as directed by the Engineer)	10	EA	\$ 450.00	\$ 4,500.00
7.	Foundation Stone (3" x 5" Limestone, as directed by the Engineer)	250	TONS	\$ 75.00	\$ 18,750.00
8.	Storm Sewer (96" Polymer Coated, Galvanized Corrugated Metal Pipe)	200	LF	\$ 2,650.00	\$ 530,000.00
9.	Limestone Rip Rap (UPRR Class II)	600	TONS	\$ 160.00	\$ 96,000.00
10.	Trench Excavation Protection (Storm Sewer) (> 5' Cut)	200	LF	\$ 8.00	\$ 1,600.00
TOTAL BASE BID					\$ 749,850.00
ALTERNATE BID NO. 1					
A1.	Modify Pipe Specification (96" 12 ga, Helical Lock Seam, Polymer Coated Corrugated Metal Pipe)	200	LF	\$ (550.00)	\$ (110,000.00)
TOTAL ALTERNATE BID NO. 1					\$ (110,000.00)
TOTAL BASE BID + ALTERNATE BID NO. 1					\$ 639,850.00
CALENDAR DAYS TO SUBSTANTIAL COMPLETION					140

COMMUNICATION

SUBJECT: Consider Resolution No. R-091123-1 of the City of Port Lavaca authorizing Professional Administration/Project Delivery Services Provider Selection for Community Development Block Grant Mitigation (CDBG-MIT) Programs through the Texas General Land Office (GLO). Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: SEPTEMBER 11, 2023**AGENDA ITEM __****DATE:** 09.06.2023**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: RECOMMENDATION FOR SELECTION OF ENGINEER FOR CDBG-MIT APPLICATION –
SHORELINE RESTORATION PROJECT AT THE HARBOR OF REFUGE**

BACKGROUND:

As you recall, TCEQ has approved our plan to construct a Voluntary Restoration of the shoreline along the east side of the Harbor of Refuge site which had been previously disturbed by a tenant. The cost of this project is approximately \$400,000. Staff has proposed that we apply to GLO to use part of our \$9.1M allocation of CDBG-MIT dollars to fund this project.

We recently went out for Engineering RFQ's to select an engineer for this proposed project. We would anticipate that the engineering cost would be 11%-12% of the construction cost. The Administration cost would be 8%, all of which would be paid with grant dollars.

A selection committee comprised of myself, Public Works Director Wayne Shaffer and Harbor Master Jim Rudellat reviewed and score the 7 SOQ's received. The committee scored Urban Engineering the highest for this experience category (B) Shoreline erosion protection/restoration including coordination with TCEQ Municipal Solid Waste.

Attached is a resolution to select Urban Engineering from this RFQ solicitation.

Note: Our intention for the remainder of the available funds is to apply for a revised Corporation Ditch drainage basin improvement project centered around a proposed detention pond on the upstream side of Main Street and the railroad. Mott McDonald has already been selected for this project which was applied for in the round 1 funding opportunity, but we were not funded.

Applications are due on October 10. We will have more resolutions to bring before Council before that time.

CDBG-MIT Engineering RFQ 2023-07
SCORE SHEET SUMMARY

9.1.2023

		Experience (A)	Experience (B)	Work Performance	Capacity to Perform	TOTAL (A)	TOTAL (B)
		60	60	25	15	100	100
Wayne Shaffer	Civil Corp	60	0	24	15	99	39
	ARDURRA	54	0	23	15	92	38
	Lynn Engineering	25	0	20	12	57	32
	Stantec	35	54	24	14	73	92
	KSA	58	0	23	14	95	37
	G&W Engineers	45	50	24	15	84	89
	Urban	55	58	24	15	94	97
Jim Rudellat	Civil Corp	58		22	14	94	36
	ARDURRA	48	25	23	13	84	61
	Lynn Engineering	45	30	22	12	79	64
	Stantec	39	59	24	15	78	98
	KSA	58	35	23	12	93	70
	G&W Engineers	37	53	23	10	70	86
	Urban	58	57	24	15	97	96
Jody Weaver	Civil Corp	60	0	25	14	99	39
	ARDURRA	43	0	20	13	76	33
	Lynn Engineering	30	0	20	12	62	32
	Stantec	43	56	25	14	82	95
	KSA	48	0	20	10	78	30
	G&W Engineers	40	45	20	12	72	77
	Urban	43	56	25	15	83	96

Average Scores (A):

Civil Corp	97.3
ARDURRA	84.0
Lynn Engineering	66.0
Stantec	77.7
KSA	88.7
G&W Engineers	75.3
Urban	91.3

Average Scores (B)

Civil Corp	38.0
ARDURRA	44.0
Lynn Engineering	42.7
Stantec	95.0
KSA	45.7
G&W Engineers	84.0
Urban	96.3

A: Street and Drainage rehabilitation projects

B: Shotline erosion protection/restoration including coordination with TCEQ Municipal Solid Waste

RESOLUTION NO. R-091123-1

**A RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS,
AUTHORIZING PROFESSIONAL ADMINISTRATION/PROJECT
DELIVERY SERVICES PROVIDER SELECTION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT)
PROGRAMS THROUGH THE TEXAS GENERAL LAND OFFICE
(GLO).**

WHEREAS, participation in CDBG-MIT programs requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with GLO requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive provider for the professional services giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

- Section 1.** That Urban Engineering is selected to provide application and project-related professional engineering services for CDBG-MIT Hurricane Harvey Mitigation program, and specifically to work on a proposed Shoreline restoration project.
- Section 2.** That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED on this 11th day of September 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:

INFORMATION:

- 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

COMMUNICATION

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

INFORMATION:

