



CITY COUNCIL REGULAR MEETING

Monday, July 08, 2024 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, July 08, 2024 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.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/89802183380?pwd=30WgibESwKyebqgFspWWEncr3BbgqH.1>

Meeting ID: 898 0218 3380

Passcode: 27567

One Tap Mobile

*+13462487799,,81793583407#,,, *995664# US (Houston)*

Dial by your location

+1346 248 7799 US (Houston)

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 June 03, 2024 Workshop Meeting
- [B.](#) Minutes of June 10, 2024 Regular Meeting
- [C.](#) Minutes of June 24, 2024 Special Meeting
- [D.](#) Review of Credit Card Statement
- [E.](#) Receive Monthly Financial Highlight Report
- [F.](#) 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 for update on properties previously declared substandard on April 08, 2024:
 - (a) 617 S. Ann Street
 - (b) 506 S. Virginia Street
 - (c) 306 Martin Luther King
 - (d) 227 Tommy Dr.

2. Consider and take action on property previously declared substandard, following Public Hearings held on April 08, 2024 and July 08, 2024. Presenter is Derrick Smith
 - (a) 617 S. Ann Street
 - (b) 506 S. Virginia Street
 - (c) 306 Martin Luther King
 - (d) 227 Tommy Dr.

3. 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 the following properties listed:
 - (a) 116 Cheeves Ave
 - (b) 225 Cheeves Ave
 - (c) 227 Cheeves Ave
 - (d) 505 Bonorden Street
 - (e) 515 N. Nueces Street
 - (f) 502 N. Benavides Street

4. Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on July 08, 2024. Presenter is Derrick Smith
 - (a) 116 Cheeves Ave
 - (b) 225 Cheeves Ave
 - (c) 227 Cheeves Ave
 - (d) 505 Bonorden Street
 - (e) 515 N. Nueces Street
 - (f) 502 N. Benavides Street

5. Consider appointment of member(s) to the Planning Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith

6. Consider request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 21, 2024 and waiver of any fees associated with the event. Presenter is Tania French

7. Consider Amendments to the City of Port Lavaca HR and Workplace Policies by adding “Timekeeping Policy” and “Emergency Policy”. Presenter is Jody Weaver

8. Consider Second and Final reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date. Presenter is Derrick Smith

9. Consider First reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow

10. Consider professional Engineering Services Agreement with CivilCorp for the Smith Road Sidewalk and Bike Lane project. Presenter is Jody Weaver

11. Consider recommendation of selection committee to select a consultant to prepare a Master Parks Plan and Authorize the City Manager to negotiate a professional services contract for City Council approval. Presenter is Jody Weaver

12. Consider recommendation of selection committee to award a Pre-Disaster Debris Management Services contract. Presenter is Jody Weaver
13. Consider recommendation of the Planning Board for a request to the Ordinance Chapter 26- Manufactured Housing and Recreational Vehicles for a manufactured home to be placed on a residential lot that is not in a manufactured housing park. The property is described as Block 47, Lot 1 of the Original Townsite (723 S. Benavides Street). Presenter is Derrick Smith
14. 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 a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code. Presenter is Mayor Whitlow
15. 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, July 08, 2024**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Wednesday, July 03, 2024**.

Mandy Grant, *City Secretary*

ADA NOTICE

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

COMMUNICATION

SUBJECT: Minutes of June 03, 2024 Workshop Meeting

INFORMATION:



CITY COUNCIL WORKSHOP

Monday, June 03, 2024 at 5:30 PM

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

MINUTES

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

On this the 3rd day of June, 2024, the City Council of the City of Port Lavaca, Texas, convened in a Workshop Session at 6:00 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
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Jim Ward	Councilman, District 5
Justin Burke	Councilman, District 6

And with the following absent:

Tim Dent	Councilman, District 2
Allen Tippit	Councilman, District 3

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

WORKSHOP SESSION

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:11 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

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

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

1. Discuss Capital Planning and Budget Priorities for 2024-2025 Fiscal Year. Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

V. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Workshop adjourned at 7:28 p.m.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of June 10, 2024 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, June 10, 2024 at 6:30 PM

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

MINUTES

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

On this the 10th day of June, 2024, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

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

And with the following absent: None

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

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:35 p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

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

- Mayor asked for comments from the public and the following citizen spoke:
 - Stacy Meza, 101 Del Mar Dr., Easement on Independence Drive for an Improvement Project (she owns one acre of land)

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

- A. Minutes of May 13, 2024 Regular Meeting
- B. Minutes of May 28, 2024 Workshop Meeting
- C. Review of Credit Card Statement
- D. Receive Monthly Financial Highlight Report
- E. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

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

1. **Call annual corporate meeting to order for Port Lavaca Channel & Dock Company and consider and take any action deemed necessary for adoption of unanimous written consent. Presenter is Anne Marie Odefey**

Mayor Whitlow called the annual corporate meeting to order for Port Lavaca Channel and Dock Company. City Attorney Odefey advised Council that there was no activity and that the slate of Corporate Officers and Registered Agent of Port Lavaca Channel and Dock Company, owned by the City of Port Lavaca, resolves that Ken Barr in no longer serving as City Council Member and as such, has resigned his position; and Justin Burke is now the Council Member serving for that District; and slate of members stand as follows:

President	Jack Whitlow,	Mayor
Secretary	Mandy Grant,	City Secretary
Director	Daniel Aguirre,	Council Member District 1
Director	Tim Dent,	Council Member District 2
Director	Allen Tippit,	Council Member District 3
Director	Rosie Padron,	Council Member District 4
Director	Jim Ward,	Council Member District 5

Director	Justin Burke,	Council Member District 6
Registered Agent	Anne Marie Odefey	City Attorney

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of City Attorney, Council hereby accepts any activity taken by the corporation and accepts the slate of Corporate Officers and Registered Agent of Port Lavaca Channel and Dock Company, owned by the City of Port Lavaca, as listed above, for adoption of unanimous written consent.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

2. **Call annual corporate meeting to order for Clement Cove Harbor Company and consider and take any action deemed necessary for adoption of unanimous written consent. Presenter is Anne Marie Odefey**

Mayor Whitlow called the annual corporate meeting to order for Clement Cove Harbor Company. City Attorney Odefey advised Council that there was no activity and that the slate of Corporate Officers and Registered Agent of Clement Cove Harbor Company, owned by the City of Port Lavaca, resolves that Ken Barr in no longer serving as City Council Member and as such, has resigned his position; and Justin Burke is now the Council Member serving for that District; and slate of members stand as follows:

President	Jack Whitlow,	Mayor
Secretary	Mandy Grant,	City Secretary
Director	Daniel Aguirre,	Council Member District 1
Director	Tim Dent,	Council Member District 2
Director	Allen Tippit,	Council Member District 3
Director	Rosie Padron,	Council Member District 4
Director	Jim Ward,	Council Member District 5
Director	Justin Burke,	Council Member District 6
Registered Agent	Anne Marie Odefey	City Attorney

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of City Attorney, Council hereby accepts any activity taken by the corporation and accepts the slate of Corporate Officers and Registered Agent of Clement

Cove Harbor Company, owned by the City of Port Lavaca, as listed above, for adoption of unanimous written consent.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

3. **Consider appointment of member(s) to the Recreation and Parks Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Wayne Shaffer**

Public Works Director Shaffer advised Council that the Recreation and Parks Board has one vacancy. Gregory Falcon has requested to be appointed to the Recreation and Parks Board. There are no term limits established and the full term is for a period of two (2) years.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with recommendation of staff, Council hereby appoints Gregory Falcon to the Recreation and Parks Board to start a new two-year term.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

4. **Consider appointment of member(s) to the Planning Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the Planning Board has three (3) terms that have expired for Mike Elgin, Melinda Cain and Justin Weaver. They have all requested to be reappointed to the Planning Board. There are no term limits established and the full term is for a period of two (2) years.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby reappoints Mike Elgin, Melinda Cain and Justin Weaver to the Planning Board for each to start new two-year terms.

Seconded by Councilman District 6 Burke

Voting Yea:

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

5. **Consider appointment of member(s) to the Port Commission to fill a vacancy and/or start a new term of two (2) years. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the Port Commission has a term that has expired for Sue Traylor. She has requested to be reappointed to the Port Commission. There are no term limits established and the full term is for a period of two (2) years.

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 reappoints Sue Traylor to the Port Commission Board to serve a new two-year term.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

6. **Consider appointment of a Municipal Court Judge in accordance with Section 6.03 of the City’s Home Rule Charter to serve a new term of two (2) years and for Council to determine compensation. Presenter is Anne Marie Odefey**

City Attorney Odefey advised Council that the term for the Municipal Court Judge would be expiring on June 30, 2024. She said that in accordance with Section 6.03 of the City’s Home Rule Charter, the Municipal Court shall be presided over by a Judge, to serve a term of two (2) years. She also stated that in accordance with Section 29.005 of the Government Code Term of Office, if a Municipal Court Judge is not reappointed by the 45th day following the expiration of a term of office, he/she shall continue to serve for another term of office beginning on the date the previous term of office expired. She said that Raymond B. Perez and Mandy Grant have both applied for the position.

Motion made by Councilman District 2 Dent

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

THAT, Council hereby reappoints Raymond B. Perez, as Municipal Court Judge, to serve a term of two (2) years commencing on June 30, 2024.

BE IT FURTHER RESOLVED, THAT, compensation for the Municipal Court Judge will be handled through the budgetary process.

Seconded by Councilman District 6 Burke

Voting Yea:

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

7. **Consider Second and Final reading of an Ordinance (G-4-24) of the City of Port Lavaca amending the Code of Ordinances, Chapter 26 Manufactured Home Parks and RV Parks; and providing an effective date. Presenter is Jody Weaver**

Councilman Tippit said he would like the square footage changed from 480 to 320 in the following:
(15) *Home size.* Minimum size for manufactured housing shall be no less than 480 square feet.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby adopts Second and Final reading of an Ordinance (G-4-24) of the City of Port Lavaca amending the Code of Ordinances, Chapter 26 Manufactured Home Parks and RV Parks with the following change:

(15) *Home size.* Minimum size for manufactured housing shall be no less than 320 square feet.

Seconded by Councilman District 5 Ward

Voting Yea:

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

8. **Consider Second and Final reading of an Ordinance (G-5-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 26 Manufactured Housing and Recreational Vehicles Sec. 26-26; Chapter 32 Parks and Recreation Sec. 32-71 (e); and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby adopts Second and Final reading of an Ordinance (G-5-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 26 Manufactured Housing and Recreational Vehicles Sec. 26-26; Chapter 32 Parks and Recreation Sec. 32-71 (e).

Seconded by Councilman District 6 Burke

Voting Yea:

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

- 9. **Consider First reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves First reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11).

Seconded by Councilman District 5 Ward

Voting Yea:

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

- 10. **Consider Resolution No. R-061024-1 of the City of Port Lavaca finding that AEP Texas Inc.'s requested increase to its electric transmission and distribution rates and charges within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel. Presenter is Anne Marie Odefey**

Motion made by Councilman District 2 Dent

WHEREAS, on or about February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Port Lavaca, Texas ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024; and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority over the rates and charges of AEP Texas within the City; and

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

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

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

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

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

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

Section 1. That the rates proposed by AEP Texas in an application submitted to the City by the Company on or about February 29, 2024, are hereby found to be unreasonable, and are denied.

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

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

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

Section 5. That a copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

- 11. **Consider Resolution No. R-061024-2 of the City of Port Lavaca to delegate to one or more City employees the ability to approve, approve with conditions, or disapprove a plat as set out in Section 212.016, Amending Plat, of the Tex. Local Gov’t Code. Presenter is Derrick Smith**

Motion made by Councilman District 2 Dent

WHEREAS, Texas Local Government Code (TLGC) §212.0065 provides that a planning board may delegate the authority of approving, approving with conditions or disapproving certain plats to one or more officers of employees of the municipality; and,

WHEREAS, the amending of a plat under TLGC §212.016 is allowing the amending of a plat due to a technical error on the plat and other limited circumstances;

WHEREAS, if the City Manager disapproves an amending plat, TLGC §212.0065 authorizes the requestor to appeal the City Manager’s decision to the Planning Commission/Board and/or the City Council, despite the delegation of the authority granted herein;

WHEREAS, for the efficiency of the processes of the City, the Planning Board desires to delegate the authority to the amending of a plat in accordance with TLGC 212.016 to the City Manager.

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

Section 1. THAT, the Planning Board of the City of Port Lavaca delegates to the City Manager the authority to approve, approve with conditions or disapprove an amended plat pursuant to TLGC 212.016.

Seconded by Councilman District 5 Ward

Voting Yea:

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

12. **Consider awarding construction contract for the 2024 Independence Drive Improvement Project. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that two (2) bids were received for the Independence Drive Improvements project on Thursday, May 30, 2024 and they are as follows:

<u>Base Bid + Transition Amount</u>	
Lester Contracting, Inc.	\$3,874,086.00
Clark Construction	\$4,783,957.73
<u>Base Bid + Add Alternate</u>	
Lester Contracting, Inc.	\$4,656,880.12
Clark Construction	\$5,644,662.30
<u>Base Bid + Add Alternate + Owner’s Option A</u>	
Lester Contracting, Inc.	\$4,718,278.62
Clark Construction	\$5,720,582.88

If both Base Bid and Add Alternate are awarded, there are 630 calendar days allowed for the project as stipulated in the bid documents.

In our estimates for how to utilize the 2024 Series Certificates of Obligation, we had budgeted \$4.4M for the Independence Base Bid (Virginia to Sandcrab) and \$1.6M for the Alternate Bid (Sandcrab to Half League), \$6M total. The sum of the Base Bid and Alternate Bid in the Low Bid of Lester Contracting equals \$4,656,880.12, so there are adequate funds available in the 2024 Series CO's for fund this project.

Staff recommends that Council approve a construction award in the amount of \$4,656,880.12 to Lester Contracting, Inc. for the Base Bid+ Add Alternate 1.

At Council's option, if the wish is to provide a 2-ft wide strip of colored stamped concrete alongside and behind the curb in lieu of regular broom finish sidewalk in this 2-ft strip, the additional cost is \$61,398.50 which would bring the total award amount to \$4,718,278.62. If Council is not ready to commit to this option at this time, it can still be added as a change order later.

Motion made by Councilman District 6 Burke

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 authorizes award of construction contract for the Independence Drive Improvements, to Lester Contracting, Inc. for the Base Bid + Add Alternate 1, in the amount of \$4,656,880.12 and 630 calendar days from receipt of Notice to Proceed, a copy which is in the office of the City Secretary, in its entirety.

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

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

13. **Consider recommendation of the Planning Board for a request from Karl Meyer for a Variance request for a manufactured home to be placed on a developed existing residential lot that is not a manufactured home park. The property is described as Block B, Lot 30, 15' of 29 of the Lou Davis Subdivision (302 Davis). Presenter is Derrick Smith**

Development Services Director Smith advised Council that in accordance with Chapter 26.4(2)(c) of City of Port Lavaca Code of Ordinances, HUD-Code manufactured housing shall be installed only in a manufactured housing park, manufactured housing subdivisions or other property approved by the building official as described in the remainder of this subsection. A HUD-Code manufactured home will be permitted to be installed on any lot on which a manufactured home was situated in the past 180 days.

Karl Meyer is requesting a variance to place a manufactured home on 302 Davis. Mr. Meyer's variance application explains that a manufactured home had previously been placed on the property. According to our records, service was discontinued on August 30, 2021 and the manufactured home was removed

during that time. According to the tax appraisal office, Mr. Meyer purchased the property on September 2, 2022.

Planning Board Recommendation on April 23, 2024: DENIAL of the request for a Variance to Chapter 26, the Manufactured and Recreational Vehicle Parks ordinance, as to not set a precedent.

Council Action: On May 13, 2024, the Council motioned to PASS the request and resubmit to the Planning Board for further research.

The Planning Board revisited the request on May 23, 2024. Mr. Meyer was not present and did not provide any further information prior to the meeting.

Below was discussed amongst the Planning Board members:

In a 200 FT radius from the property, there is 1 manufactured home in that area that is the homeowner's property and live there. There are four within the 200 radius that are rental. 2 are inactive and substandard. The remaining are single family houses.

Concerns from the Planning Board are the following:

- If we allow this, basically our ordinance is out the window. There have been three other people come in and turned them all down. One lady had even already purchased the manufactured home.
- The reason for a variance by law is a hardship. There has to be some extenuating circumstance that means the law shouldn't apply to you.
- This is also not for his residence. it's for a rental.
- If we allow this, it will be the very first variance of this ordinance and it will potentially bring back everyone else and I did not feel comfortable making this decision when council just passed this ordinance.

Planning Board's Second Recommendation on May 23, 2024: Since the Manufactured Housing and Recreational Vehicles ordinance was updated and approved by City Council in 2022, the Planning Board has not permitted any variance requests to the Chapter 26 ordinance. Because of this, and to not set a precedence in any area of the continued placement of manufactured homes in residential lots, the Planning Board DENIES the request of the Variance for a manufactured home to be placed on a developed existing residential lot that is not a manufactured home park. The property is described as Block B, Lot 30, 15' of 29 of the Lou Davis Subdivision (302 Davis).

The variance request for a manufactured home to be permanently installed as a residential home on an existing developed residential lot for the intent of occupancy does not meet the City Code of Ordinance, Chapter 26 Section 26.4(2)(c). If the request is approved, then this may allow other property owners throughout town to use this request for their benefit and defeat the intent of the ordinance. Therefore, staff recommends denial as per the aforementioned ordinance citation.

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 the Planning Board and staff, Council hereby denies a request from Karl Meyer for a Variance request for a manufactured home to be placed on a developed existing residential lot that is not a manufactured home park. The property is described as Block B, Lot 30, 15' of 29 of the Lou Davis Subdivision (302 Davis).

Seconded by Councilman District 6 Burke

Voting Yea:

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

14. **Consider recommendation of the Planning Board for a Conceptual Plan of a proposed convenience store and carwash to be located at the corner of Half League Rd. and Hwy 35 South, Property ID 38066, located at 1019 Hwy 35 South. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the applicant is proposing a new convenience store and carwash to be located at 1019 Highway 35 South (corner of Half League Rd and Hwy 35). The Future Land Use Map designates this area as Commercial.

The Planning Board met on June 28, 2024 and discussed the Landscaping Ordinance and sidewalk continuation. The Board approved the request and staff concurs.

Motion made by Councilwoman District 4 (Mayor Pro Tem) Padron

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

THAT, in accordance with the recommendation of the Planning Board and staff, Council hereby approves the Conceptual Plan of a proposed convenience store and carwash to be located at the corner of Half League Rd. and Hwy 35 South, Property ID 38066, located at 1019 Hwy 35 South

Seconded by Councilman District 3 Tippit

Voting Yea:

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

15. **Consider request from the Calhoun Port Authority to harvest wetlands plants for the Calhoun Port Authority mitigation project from the wetlands areas of Lighthouse Beach Park and Bay front Peninsula Park. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that she had received an email from Sara Flaherty, Senior Scientist of Anchor QEA, LLC in Rockport, Texas. She said they discussed the option of using City-owned property to harvest wetland plants for the Calhoun Port Authority mitigation project. Construction is complete and they are working on the final planting details. They would like to have authorization to use wetland areas near Lighthouse Beach and Bayfront Peninsula Park. They assure from past wetland work, damage to borrow sites is strictly avoided.

Three species of wetland plants are needed for the mitigation site.

Initial Planting:

1. Saltmeadow cordgrass (*Spartina patens*) 5,500 units
2. Smooth cordgrass (*Spartina alterniflora*) 42,025 units
3. Coastal saltgrass (*Distichlis spicata*) 750 units

Fall Replanting (estimated; dependent on initial plant survival):

1. Saltmeadow cordgrass (*Spartina patens*) 550 units
2. Smooth cordgrass (*Spartina alterniflora*) 4,202 units
3. Coastal saltgrass (*Distichlis spicata*) 75 units

Harvest plans are developed, submitted to TPWD for review and comply with all of TPWD's recommended best practices. To obtain the source material, a maximum of one six-inch diameter core is obtained per square meter of wetland. Depending on species, a six-inch core results in between four and eight planting units. For the CPA project, we will need to obtain up-to 48,400 planting units equivalent to between 6,050 and 12,100 cores total. The process is very similar to thinning out a garden. Where material is borrowed, it will re-propagate.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves the request of the Calhoun Port Authority to harvest wetlands plants for the Calhoun Port Authority mitigation project from the wetlands areas of Lighthouse Beach Park and Bay front Peninsula Park.

Seconded by Councilman District 2 Dent

Voting Yea:

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

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

- **For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow**
- **To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code. Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 8:24 p.m.

17. **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 8:41 p.m.

No action necessary and none was taken.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilman District 3 Tippit

Voting Yea:

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

Meeting adjourned at 8:43 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of June 24, 2024 Special Meeting

INFORMATION:



CITY COUNCIL SPECIAL MEETING

Monday, June 24, 2024 at 5:30 PM

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

MINUTES

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

On this the 24th day of June 2024, the City Council of the City of Port Lavaca, Texas, convened in a special meeting at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

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

And with the following absent:

None

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

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

III. COMMENTS FROM THE PUBLIC

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

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

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

1. Consider approval of New Plan Options for the 2024-2025 Fiscal Year with TML Multi-State Intergovernmental Employees Benefits Pool related to City’s group health insurance coverage. Presenter is Brittney Hogan

Interim Finance Director Hogan advised Council that staff has received and reviewed the medical, dental and vision insurance plan options available to the City for the fiscal year beginning October 1, 2024, as offered by Blue Cross Blue Shield (BCBS) through TX Health Benefits Pool.

Staff has calculated that the 2024-2025 Renewal rate for the exact same coverage and employee/city split currently offered would increase the City's cost by \$135,416.00 or 14%. Overall, the trend for the City's contribution for health insurance costs has risen over 40% from \$728,040.00 in fiscal year 2020 to a projected \$1,024,650.00 for fiscal year 2025 (or \$1,069,590.00 if the employee split remains the same). Staff will continue to monitor changes in plan designs to minimize rising costs to the City and are working with Texas Municipal League (TML) to increase employee awareness of healthy lifestyle choices and preventative medicine practices.

After reviewing the four options offered, staff is recommending council select Option 1. The only difference in Option 1 and the current medical plan is that the maximum Out of Pocket (OOP) expense will increase from \$6,000/year to \$9,000/year. Only 12 members met the \$4,000 OOP last year and only 7 members have met the \$6,000 OOP this year. All other benefits remain the same including deductibles and co-pay amounts.

Selecting Option 1 and maintaining the same City/Employee payment split that has been in place since at least 2018/2019, the increase cost to the City would be \$105,438.00. Note that the City has been absorbing all medical insurance premium increases over the past at least 6 years.

After reviewing options with the Finance Committee, it was recommended that staff adjust the percentages of the premium cost that the employees pay such that this \$10SK increase is split with the employees. Staff is recommending that the percentage split is adjusted to be closer to what it was 5 and 6 years ago. Doing so will reduce the increased cost to the City to \$60,498.00 (a savings of \$44,940.00).

Staff recommends the following:

TML Option No. 1: Only Change to plan coverage proposed is as follows:

The Out-of-Pocket (OOP) Maximum will increase from \$6,000 to \$9,000.

Changes recommended to the Employee Contribution per month:

Employee Only (15%) = +\$30.00 (\$360 annually) compare County rates: \$147/mo

Employee+ children (20%) = +\$45.00 (\$540 annually) compare County rates: \$766/mo

Employee + Spouse (20%) = +\$55.00 (\$660 annually) compare County rates: \$988/mo

Employee+ Family (16%) = + \$70.00 (\$840 annually) compare County rates: \$1510/mo

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves the new plan of Blue Cross-Blue Shield of Texas (BCBSTX) Option Number 1, as offered by TX Health Benefits Pool, with continued coverage of the same plans for dental and vision for the 2024-2025 Fiscal Year (October 01, 2024 thru September 30, 2025) related to City's group health insurance coverage, as presented.

Seconded by Councilman District 5 Ward

Voting Yea:

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

2. Consider amendment to agreement with consultant Susan Lang to extend contract and authorize expenditures under the contract greater than \$25,000. Presenter is Brittney Hogan

Interim City Manager Weaver advised Council that until very recently, staff had been advertising (beginning when Susan Lang, Former Finance Director, submitted her letter of resignation last September 2023) for a new Finance Director on Texas Municipal League (TML) and other places. To date we have received no applicants with any municipal finance experience. As I reported in my March 2024 update report to Council, I contracted with Susan Lang to assist Brittney, as the Acting Finance Director, on an as needed hourly basis with the Audit and other training and education she might need as we headed into budget season. The contract was for 6 months, ending on July 26, 2024 and Not to Exceed \$25,000.00.

This has been discussed with the Finance Committee and I am requesting authorization from Council to extend this consulting contract to September 30, 2024 and increase the Not to Exceed amount by \$11,000.00. This will make Susan's expertise on the City's current budget available to Brittney as we work to prepare a balanced budget to present to Council this summer.

As of April 01, 2024, Weaver has transitioned Hogan from Acting Finance Director to Interim Finance Director with the intention to make her the Finance Director effective October 01, 2024 with the new fiscal year.

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 amendment to existing agreement of \$25,000.00 with consultant Susan Lang (Former Finance Director) ending in July 26, 2024; by extending the contract to September 30, 2024; and increases the amount Not to Exceed \$11,000.00.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Special Meeting adjourned at 5:45 p.m.

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #D.

CITY OF
Account Number: XXXX XXXX XXXX 0305

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

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

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
May 9, 2024 to June 7, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$14,964.71
- Payments	\$14,964.71
- Other Credits	\$375.00
+ Purchases	\$5,791.59
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$5,416.59

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$20,504.00
 Statement Closing Date June 7, 2024
 Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$5,416.59
 Minimum Payment Due: \$162.50
Payment Due Date: July 2, 2024

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

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

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

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/22	05/22	8543189GZ00XV1735	PAYMENT - THANK YOU	\$14,964.71-

Transactions continued on next page

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



Account Number: XXXX XXXX XXXX 0305
 New Balance: \$5,416.59
 Minimum Payment Due: \$162.50
Payment Due Date: July 2, 2024

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

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

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



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXX0305	\$14,964.71-
05/22	05/23	5550080GZ609W6QA7	TEXAS NARCOTIC OFFICER EL PASO T CREDIT	\$375.00-
05/14	05/15	8535335GPQ6GFQ9VK	PAYPAL *ADVANCEDPOL 3522784291 FL	\$349.00
05/20	05/21	5550080GX608R8L9K	TEXAS NARCOTIC OFFICER EL PASO TX	\$375.00
06/01	06/02	5543286H9618N0QDJ	AMZN MKTP US*7Y1Z87043 AMZN.COM/BILL WA	\$334.93
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXX0727	\$683.93
06/06	06/07	5174295HFW0FZGVSL	IDENTOGO - TX FINGE 877-512-6962 MA	\$10.21
06/06	06/07	5174295HFW0M1BPBZ	IDENTOGO - TX FINGE 877-512-6962 MA	\$10.21
			ERIC SALES	
			TOTAL XXXXXXXXXXXX0776	\$20.42
05/10	05/12	8230509GK000LZVMW	AMAZON MAR* 112-525325 SEATTLE WA	\$28.68
05/16	05/17	5543286GT5WT72XTN	AMZN MKTP US*HS2KA0J23 AMZN.COM/BILL WA	\$89.42
05/28	05/29	5554650H661QH34X	LAZ PARKING M11354 HOUSTON TX	\$9.35
06/04	06/05	5543286HQ62BZY9ET	AMZN MKTP US*L51F61O83 AMZN.COM/BILL WA	\$191.71
06/05	06/06	5543286HD62KDXMJB	AMAZON.COM*8X97D6GU3 AMZN.COM/BILL WA	\$220.00
06/06	06/07	5543286HE62ZP6VJ5	AMAZON.COM*BV5HV01O3 AMZN.COM/BILL WA	\$25.94
			KAREN NEAL	
			TOTAL XXXXXXXXXXXX0784	\$565.10
05/20	05/21	5548872GYBLYHHSAG	TEXAS COMM FIRE PROT AUSTIN TX	\$87.17
05/22	05/23	5548872H0BLYKEVVA	TEXAS COMM FIRE PROT AUSTIN TX	\$56.49
05/23	05/23	5543286H05YNNRHXE	TAMUCC ACAD TESTING 361-825-2334 TX	\$10.00
05/23	05/24	5548872H1BLYAW6K2	TEXAS COMM FIRE PROT AUSTIN TX	\$87.17
			JUAN LUNA	
			TOTAL XXXXXXXXXXXX0941	\$240.83
06/04	06/05	5531020HQ2MLHLS00	YARD HOUSE ZK 0108362 SAN ANTONIO TX	\$44.16
			WAYNE SHAFFER	
			TOTAL XXXXXXXXXXXX1212	\$44.16
05/08	05/09	5543286GH5SDG7KY4	AMZN MKTP US*SV6S41ND3 AMZN.COM/BILL WA	\$103.99
05/22	05/22	5543286GZ5YAX10LX	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$225.00
05/29	05/30	5550036H62E764N0H	WALMART.COM WALMART.COM AR	\$164.45
			MANDY GRANT	
			TOTAL XXXXXXXXXXXX1238	\$493.44
05/18	05/19	5543286GV5XD330NB	AMZN MKTP US*B60TB0J03 AMZN.COM/BILL WA	\$43.87
05/28	05/29	0230096H58PLLGB7K	GOVERNMENT FINANCE OFF CHICAGO IL	\$170.00
05/30	05/31	8545667H7S66J3523	HALFMOON EDUCATION 715-8355900 WI	\$339.00
05/30	05/31	0230096H78PLVF97R	GOVERNMENT FINANCE OFF CHICAGO IL	\$150.00
05/31	05/31	5543286H860XHYWHM	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00
06/05	06/06	5543286HD62LR6HSM	AMZN MKTP US*9096G0K23 AMZN.COM/BILL WA	\$24.98
			SUSAN LANG	
			TOTAL XXXXXXXXXXXX1345	\$877.85
05/08	05/09	5543286GH5SDBRDMM	AMZN MKTP US*HO6VR1GD3 AMZN.COM/BILL WA	\$18.99
05/08	05/09	5531020GH2DKGPKPS	AMAZON.COM*Y86TD2403 SEATTLE WA	\$17.99
05/11	05/12	5543286GL5V6TKFFT	APPLE.COM/BILL 866-712-7753 CA	\$2.99
05/12	05/13	5543286GM5VJGA54H	AMZN MKTP US*MQ1887ZQ3 AMZN.COM/BILL WA	\$10.99
05/16	05/16	5543286GT5WK6BRQ	AMZN MKTP US*4545O54Z3 AMZN.COM/BILL WA	\$121.59
05/27	05/27	5548077H48AZ1AQ83	RECONYX HOLMEN WI	\$40.00
06/06	06/07	5550629HFRDQ55Y4H	FUEL STOP PORT LAVACA TX	\$61.04
			DERRICK SMITH	



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 XXXXXXXXXXXX3836	\$273.59
05/08	05/09	5543286GH5SQ61Q66	AMZN MKTP US*E24F11T3 AMZN.COM/BILL WA	\$37.98
05/28	05/28	5543286H5602MET3W	AMZN MKTP US*CA68K0UY3 AMZN.COM/BILL WA	\$370.20
			JAMES RUDELLAT	
			TOTAL XXXXXXXXXXXX8611	\$408.18
05/20	05/21	5265384GX1Z68V0EF	PAYPAL *SMILINGCACT 4029357733 TX	\$32.94
			JOE REYES JR	
			TOTAL XXXXXXXXXXXX0215	\$32.94
05/09	05/10	5543286GJ5SRJRQ1E	CCSI EFAX CORPORATE 323-817-1155 CA	\$297.02
05/23	05/26	0543684H18PLWXMM2	COMFORT SUITES TXE32 BASTROP TX	\$123.99
			CHECK-IN 05/22/24 FOLIO #0732280165	
06/03	06/04	5543286HB623DL7WG	UPS*BILLING CENTER 800-811-1648 GA	\$22.88
			JOANNA WEAVER	
			TOTAL XXXXXXXXXXXX0249	\$443.89
05/17	05/19	0543684GVEHVZQG66	DOMINO'S 6723 PORT LAVACA TX	\$164.94
05/29	05/30	0230537H700KXV364	USPS PO 4872200979 PORT LAVACA TX	\$9.68
05/30	05/31	5548872H8BLHLKMLY	TX DEPT AGRICULTURE AUSTIN TX	\$76.94
06/05	06/07	5270487HEP62SL2XL	HYATT REGENCY SAN ANTO SAN ANTONIO TX	\$604.22
			CHECK-IN 06/03/24 FOLIO #47150941	
06/05	06/07	5270487HEP62Z1BX3	HYATT REGENCY SAN ANTO SAN ANTONIO TX	\$476.48
			CHECK-IN 06/03/24 FOLIO #47746451	
			CYNTHIA HEYSQUIERDO	
			TOTAL XXXXXXXXXXXX0264	\$1,332.26

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	19.49% (v)	\$0.00	30	\$0.00
Cash Advances	19.49% (v)	\$0.00	30	\$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: Brittney Hogan, Interim Finance Director 
Subject: FY 23-24 Financial Highlights through **June 30, 2024**
Date: July 1, 2024

Below are the following reports for the period ending **June 30, 2024**, or **75%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$5,488,344** for the year as of May. Collections in FY 23-24 are 95.36% of total adjusted tax levy. Total current year Property Taxes Outstanding as of May is **\$629,305**.

In the General Fund, revenues through **06/30/24** are **82%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,912,716** for the year as of June. Collections in FY 23-24 are 109% of budget.
2. *Sales Tax* collections through June were **\$2,770,014** or 74% of budget. Collections through June in FY 22-23 were **\$2,591,082**.
3. *Licenses & Permits* collections are **\$82,152** for the year, or 30.5% of budget. Collections through June in FY 22-23 were **\$109,695**.
4. *Bauer Center Rentals* through June are **\$50,447** or 50.5% of budget. Collections through June in FY 22-23 were **\$50,650**.
5. *Court Fines* are **\$41,406** for the year, or 34.5% of budget. Collections through June in FY 22-23 were **\$53,468**.

Expenditures in the General Fund for the year are **62.5%** of budget.

Target: 75%

In the Utility Fund, revenues as of **06/30/24** are **71%** of budget. In addition:

1. *Metered Water* sales through June are **\$2,083,599** or **79%** of budget.
2. *Residential Sewer* sales through June are **\$1,119,879** or **71.5%** of budget.
3. *Garbage Billings* through June are **\$702,766** or **76%** of budget.

Expenditures in the Utility Fund for the year are **85.5%** of budget.

Summary – FY 2023-2024 through 06/30/24

<u>Fund</u>	<u>Revenues</u>	<u>%</u> <u>Budget</u>	<u>Expense</u>	<u>%</u> <u>Budget</u>	Revenues Less <u>Expense</u>
General	\$9,515,908	82%	\$7,599,364	62.5%	\$1,916,544
Utility	5,334,584	71%	5,107,935	85.5%	226,649
HOT	320,850	54%	458,993	72%	(138,143)
Beach	125,174	53%	102,418	49%	22,755
Port	632,728	33%	656,033	31%	(23,305)
				Total	2,004,500



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
May 31, 2024**

TAXES DUE AT CERTIFICATION

	5,760,674.07
Adjustments to Date	-46,311.58
TOTAL TAX LEVY	5,714,362.49

2023 Tax Collections

	Base	Penalties & Interest	Total
October	2,358,896.67	0.00	2,358,896.67
November	583,430.25	0.00	583,430.25
December	613,928.54	0.00	613,928.54
January	1,059,143.68	0.00	1,059,143.68
February	554,729.66	14,603.88	569,333.54
March	119,352.19	7,911.86	127,264.05
April	61,021.37	6,523.73	67,545.10
May	98,899.96	9,901.84	108,801.80
June			0.00
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00
TOTAL	5,449,402.32	38,941.31	5,488,343.63

Last Year %
Collected
94.00%

TRANSFERRED TO DELINQUENT ROLL

% Collected

95.36%

July, Aug, and Sept Payments

0.00

2023 TAXES OUTSTANDING

264,956.78

% Current Outstanding

4.64%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	1,434.78	2,667.91	4,102.69
November	9,308.28	2,187.95	11,496.23
December	95,107.93	19,103.85	114,211.78
January	13,907.48	5,063.20	18,970.68
February	12,837.84	6,253.88	19,091.72
March	10,220.42	4,093.40	14,313.82
April	18,070.77	11,138.98	29,209.75
May	38,780.39	13,486.27	52,266.66
June			0.00
July			0.00
August			0.00
September			0.00
TOTAL	199,667.89	63,995.44	263,663.33

**DELINQUENT TAXES OUTSTANDING
TOTAL TAXES OUTSTANDING**

364,348.26
629,305.04

[Handwritten signature]

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

Section VII. Item #E.

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

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL Year-to-Date Allocation	General Fund Budget		Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)		
					Month	Y-T-D		Month	Y-T-D	
Fiscal Year 2022										
Dec	Oct	246,194	-29%	\$246,194	246,194	318,632	318,632	77.27%	-28.7%	-28.7%
Jan	Nov	264,290	-6%	\$264,290	510,484	259,655	578,287	88.28%	-6.1%	-18.6%
Feb	Dec	330,154	18%	\$330,154	840,638	258,087	836,374	100.51%	18.0%	-7.3%
Mar	Jan	245,570	-8%	\$245,570	1,086,207	245,031	1,081,405	100.44%	-7.6%	-7.4%
Apr	Feb	252,248	2%	\$252,248	1,338,456	227,147	1,308,552	102.29%	2.4%	-5.7%
May	Mar	315,077	-11%	\$315,077	1,653,532	326,565	1,635,117	101.13%	-11.0%	-6.7%
Jun	Apr	266,647	-10%	\$266,647	1,920,179	273,408	1,908,525	100.61%	-10.0%	-7.2%
Jul	May	275,093	-7%	\$275,093	2,195,273	271,952	2,180,478	100.68%	-6.7%	-7.1%
Aug	Jun	315,184	-4%	\$315,184	2,510,457	303,725	2,484,203	101.06%	-4.3%	-6.8%
Sep	Jul	349,708	22%	\$349,708	2,860,165	263,376	2,747,579	104.10%	22.5%	-4.0%
Oct	Aug	304,754	10%	\$304,754	3,164,919	254,657	3,002,236	105.42%	10.4%	-2.8%
Nov	Sep	325,921	4%	\$325,921	3,490,839	287,764	3,290,000	106.10%	4.5%	-2.1%

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL Year-to-Date Allocation	General Fund Budget		Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)		
					Month	Y-T-D		Month	Y-T-D	
Fiscal Year 2023										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL Year-to-Date Allocation	General Fund Budget		Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)		
					Month	Y-T-D		Month	Y-T-D	
Fiscal Year 2024										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May					326,228	2,376,845			
Aug	Jun					350,460	2,727,305			
Sep	Jul					311,308	3,038,613			
Oct	Aug					352,981	3,391,594			
Nov	Sep					332,358	3,723,952			

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

001-GENERAL FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
REVENUE SUMMARY								
TAXES	8,985,666	8,985,666	0	419,991.11	8,284,375.11	0.00	701,290.89	92.20
LICENSES & PERMITS	268,410	268,410	0	13,199.07	82,152.24	0.00	186,257.76	30.61
USER & SERVICE CHARGES	102,500	102,500	0	6,975.00	52,633.25	0.00	49,866.75	51.35
FINES & FORFEITURES	284,000	284,000	0	17,068.96	220,796.67	0.00	63,203.33	77.75
OTHER REVENUE	550,950	550,950	0	12.00	326,295.08	0.00	224,654.92	59.22
GRANT AND CONTRIBUTION R	572,033	572,033	0	0.00	320,133.62	0.00	251,899.38	55.96
INTERGOVERNMENTAL REVENUE	875,783	875,783	0	0.00	229,522.08	0.00	646,260.92	26.21
TOTAL REVENUES	11,639,342	11,639,342	0	457,246.14	9,515,908.05	0.00	2,123,433.95	81.76
EXPENDITURE SUMMARY								
CITY COUNCIL	30,402	30,402	0	2,772.01	22,430.19	0.00	7,971.81	73.78
CITY MANAGER	394,511	394,511	0	28,926.34	260,151.00	6,250.00	128,110.00	67.53
CITY SECRETARY	224,494	224,494	0	11,958.27	162,002.68	0.00	62,491.32	72.16
HUMAN RESOURCE	34,725	34,725	0	2,506.64	20,075.43	0.00	14,649.57	57.81
MUNICIPAL COURT	163,474	163,474	0	9,056.07	113,343.86	0.00	50,130.14	69.33
TECHNOLOGY SERVICES	462,081	462,081	0	18,120.82	342,886.33	29,773.25	89,421.42	80.65
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	440,906	440,906	0	18,495.70	213,190.54	7,811.20	219,904.26	50.12
CITY HALL	207,520	207,520	0	6,115.65	160,149.31	45,985.00	1,385.69	99.33
POLICE	2,919,859	2,919,859	0	170,762.76	1,849,358.21	0.00	1,070,500.79	63.34
FIRE	2,162,555	2,162,555	0	130,123.46	1,542,580.58	0.00	619,974.42	71.33
ANIMAL CONTROL	246,085	246,085	0	20,828.86	129,277.02	20,651.70	96,156.28	60.93
CODE ENFORCEMENT/INSPECT	511,797	511,797	0	18,597.33	261,614.93	26,974.71	223,207.36	56.39
STREETS	2,897,645	2,897,645	0	73,302.52	1,285,627.78	55,006.49	1,557,010.73	46.27
PARKS & RECREATION	1,064,950	1,064,950	0	60,654.96	588,587.01	176,725.02	299,637.97	71.86
BAUER CENTER	335,464	335,464	0	14,405.35	244,772.87	25,397.00	65,294.13	80.54
NON-DEPARTMENTAL	680,027	680,027	0	9,528.35	403,316.59	0.00	276,710.41	59.31
TOTAL EXPENDITURES	12,776,495	12,776,495	0	596,155.09	7,599,364.33	394,574.37	4,782,556.30	62.57
REVENUES OVER/ (UNDER) EXPENDITURES	(1,137,153)	(1,137,153)	0	(138,908.95)	1,916,543.72	(394,574.37)	(2,659,122.35)	133.84-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
TAXES									
411.01	PROPERTY TAXES-CURRENT	4,511,964	4,511,964	0	55,250.26	4,912,715.64	0.00 (400,751.64)	108.88	
411.02	PROPERTY TAXES-DELINQU	100,000	100,000	0	6,255.41	189,624.38	0.00 (89,624.38)	189.62	
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	318,658.15	2,770,013.98	0.00	953,938.02	74.38
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	33,811.61	0.00	28,188.39	54.53
413.02	ELECTRICAL FRANCHISE T	342,000	342,000	0	25,641.03	189,890.24	0.00	152,109.76	55.52
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	0.00	13,776.05	0.00	18,223.95	43.05
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	13,833.71	0.00	36,166.29	27.67
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	11,760.68	84,851.26	0.00	43,898.74	65.90
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,425.58	16,484.17	0.00	18,515.83	47.10
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	59,374.07	0.00 (59,374.07)	0.00	
	TOTAL TAXES	8,985,666	8,985,666	0	419,991.11	8,284,375.11	0.00	701,290.89	92.20
LICENSES & PERMITS									
421.01	ELECTRICAL LICENSES	0	0	0	0.00	0.00	0.00	0.00	0.00
421.02	BUILDER LICENSES	7,000	7,000	0	600.00	4,151.92	0.00	2,848.08	59.31
422.01	ELECTRICAL PERMITS	25,000	25,000	0	0.00	15.00	0.00	24,985.00	0.06
422.02	BUILDING PERMITS	157,000	157,000	0	10,796.79	57,421.37	0.00	99,578.63	36.57
422.03	PLUMBING PERMITS	22,000	22,000	0	0.00	0.00	0.00	22,000.00	0.00
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	0.00	0.00	5,600.00	0.00
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	320.00	0.00 (320.00)	0.00	
422.07	ALCOHOL IN THE PARK PE	0	0	0	50.00	1,000.00	0.00 (1,000.00)	0.00	
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	225.00	2,070.00	0.00	530.00	79.62
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	1,172.28	10,253.36	0.00	19,746.64	34.18
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	175.00	4,995.00	0.00	2,115.00	70.25
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00	300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	250.00	0.00	750.00	25.00
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00	0.00	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	150.00	952.59	0.00	8,047.41	10.58
425.01	ANIMAL LICENSES & FEES	200	200	0	30.00	488.00	0.00 (288.00)	244.00	
426.01	ALARM FEES	100	100	0	0.00	235.00	0.00 (135.00)	235.00	
	TOTAL LICENSES & PERMITS	268,410	268,410	0	13,199.07	82,152.24	0.00	186,257.76	30.61
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	6,900.00	50,447.00	0.00	49,553.00	50.45
435.07	BAYFRONT RENTALS	0	0	0	0.00	600.00	0.00 (600.00)	0.00	
439.01	POLICE SERVICES	2,000	2,000	0	75.00	1,586.25	0.00	413.75	79.31
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
	TOTAL USER & SERVICE CHARGES	102,500	102,500	0	6,975.00	52,633.25	0.00	49,866.75	51.35

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
FINES & FORFEITURES									
441.01	PENALTIES & INTEREST	90,000	90,000	0	9,957.59	109,184.39	0.00 (19,184.39)	121.32	
441.02	TAX ATTORNEY FEES	45,000	45,000	0	2,840.20	56,106.20	0.00 (11,106.20)	124.68	
443.01	COURT FINES	120,000	120,000	0	3,176.86	41,406.60	0.00	34.51	
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	554.00	7,924.16	0.00	56.60	
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	94.94	1,085.64	0.00	21.71	
449.02	ARREST FEES	10,000	10,000	0	445.37	5,089.68	0.00	50.90	
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	
	TOTAL FINES & FORFEITURES	284,000	284,000	0	17,068.96	220,796.67	0.00	63,203.33	77.75
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	0.00	245,423.38	0.00	254,576.62	49.08
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02	PHOTO COPIES	500	500	0	12.00	79.25	0.00	420.75	15.85
459.05	DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	DONATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	34,300.00	0.00 (2,300.00)	107.19	
459.12	TML REIMBURSEMENTS	0	0	0	0.00	24,252.78	0.00 (24,252.78)	0.00	
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	11.00	0.00 (11.00)	0.00	
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	0.00	16,228.67	0.00 (6,228.67)	162.29	
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	550,950	550,950	0	12.00	326,295.08	0.00	224,654.92	59.22
GRANT AND CONTRIBUTION R									
482.00	GRANT REVENUE	258,656	258,656	0	0.00	0.00	0.00	258,656.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	1,813.75	0.00 (13.75)	100.76	
484.59	CALHOUN COUNTY-FIRE	240,577	240,577	0	0.00	247,319.87	0.00 (6,742.87)	102.80	
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	65,000.00	0.00	0.00	100.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
	TOTAL GRANT AND CONTRIBUTION R	572,033	572,033	0	0.00	320,133.62	0.00	251,899.38	55.96
INTERGOVERNMENTAL REVENUE									
492.01	XFER IN- 504 PORT COMM	51,181	51,181	0	0.00	34,120.64	0.00	17,060.36	66.67
492.02	XFER IN- 501 UTILITY F	1,135	1,135	0	0.00	756.64	0.00	378.36	66.66
492.04	XFER IN- 503 BEACH FUN	6,157	6,157	0	0.00	4,104.64	0.00	2,052.36	66.67
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	230.80	0.00 (230.80)	0.00	
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	
493.88	XFER IN- 206 FARF FUND	531,846	531,846	0	0.00	0.00	0.00	531,846.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	285,464	285,464	0	0.00	190,309.36	0.00	95,154.64	66.67
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	875,783	875,783	0	0.00	229,522.08	0.00	646,260.92	26.21

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

Section VII. Item #E.

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	11,639,342	11,639,342	0	457,246.14	9,515,908.05	0.00	2,123,433.95	81.76

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

501-PUBLIC UTILITY FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	7,182,792	7,182,792	0	602,194.52	5,181,569.14	0.00	2,001,222.86	72.14
FINES & FORFEITURES	240,000	240,000	0	9,758.18	87,521.44	0.00	152,478.56	36.47
OTHER REVENUE	120,000	120,000	0	6,796.93	65,493.03	0.00	54,506.97	54.58
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	7,542,792	7,542,792	0	618,749.63	5,334,583.61	0.00	2,208,208.39	70.72
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	157,108	157,108	0	8,148.08	109,469.96	0.00	47,638.04	69.68
BILLING	416,963	416,963	0	30,526.20	312,088.91	28,482.10	76,391.99	81.68
MAINTENANCE	1,347,812	1,347,812	0	63,843.62	678,620.99	562,696.27	106,494.74	92.10
WASTEWATER TREATMENT	1,007,105	1,007,105	0	66,559.46	820,188.54	342,747.50	(155,831.04)	115.47
NON-DEPARTMENTAL	4,136,641	4,136,641	0	339,451.22	3,187,566.47	0.00	949,074.53	77.06
TOTAL EXPENDITURES	7,065,629	7,065,629	0	508,528.58	5,107,934.87	933,925.87	1,023,768.26	85.51
REVENUES OVER/ (UNDER) EXPENDITURES	477,163	477,163	0	110,221.05	226,648.74	(933,925.87)	1,184,440.13	148.23-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

501-PUBLIC UTILITY FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
431.11 WATER-METERED	2,627,012	2,627,012	0	247,618.55	2,083,598.99	0.00	543,413.01	79.31
431.12 WATER-BULK	0	0	0	0.00	0.00	0.00	0.00	0.00
431.13 WATER-METERED COUNTY	95,014	95,014	0	7,634.89	61,832.23	0.00	33,181.77	65.08
431.21 SEWER RESIDENTIAL	1,567,373	1,567,373	0	133,378.41	1,119,878.80	0.00	447,494.20	71.45
431.22 SEWER COMMERCIAL	1,079,863	1,079,863	0	68,218.56	597,596.08	0.00	482,266.92	55.34
431.23 SEWER COUNTY	67,205	67,205	0	5,507.34	47,447.23	0.00	19,757.77	70.60
431.25 SEWER-LOW PRESSURE (LP)	975	975	0	120.00	1,080.50	0.00	(105.50)	110.82
431.31 WASTE-GARBAGE COLLECTI	927,373	927,373	0	80,907.01	702,765.83	0.00	224,607.17	75.78
431.32 SPRING CLEANUP	100,000	100,000	0	2,550.74	16,956.82	0.00	83,043.18	16.96
432.05 GBRA FEES	631,277	631,277	0	51,994.02	468,762.66	0.00	162,514.34	74.26
432.11 WATER TAPS	20,000	20,000	0	0.00	4,875.00	0.00	15,125.00	24.38
432.21 SEWER TAPS	4,000	4,000	0	0.00	3,570.00	0.00	430.00	89.25
432.60 DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61 SERVICE CALL FEES	1,200	1,200	0	630.00	12,340.00	0.00	(11,140.00)	1,028.33
432.62 SERVICE TRANSFER FEES	1,000	1,000	0	0.00	130.00	0.00	870.00	13.00
432.63 SERVICE RECONNECTION F	60,000	60,000	0	3,590.00	60,150.00	0.00	(150.00)	100.25
432.64 SERVICE TEMP WATER	500	500	0	45.00	585.00	0.00	(85.00)	117.00
432.65 SALES TAX-GARBAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES	7,182,792	7,182,792	0	602,194.52	5,181,569.14	0.00	2,001,222.86	72.14
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	90,000	90,000	0	9,758.18	87,481.44	0.00	2,518.56	97.20
442.02 CONTRACT REVENUE	150,000	150,000	0	0.00	40.00	0.00	149,960.00	0.03
TOTAL FINES & FORFEITURES	240,000	240,000	0	9,758.18	87,521.44	0.00	152,478.56	36.47
OTHER REVENUE								
451.01 INTEREST INCOME	38,000	38,000	0	0.00	19,588.28	0.00	18,411.72	51.55
459.03 RETURNED CHECK FEE	1,000	1,000	0	120.00	930.00	0.00	70.00	93.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	80.00	(560.33)	0.00	35,560.33	1.60
459.08 CCRWSS-GBRA TRANSMISSI	43,000	43,000	0	6,596.93	45,522.17	0.00	(2,522.17)	105.87
459.11 AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90 MISCELLANEOUS INCOME	1,000	1,000	0	0.00	12.91	0.00	987.09	1.29
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	120,000	120,000	0	6,796.93	65,493.03	0.00	54,506.97	54.58
GRANT AND CONTRIBUTION R								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00 GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE								
493.01 XFER IN- VARIOUS FUNDS	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02 XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	7,542,792	7,542,792	0	618,749.63	5,334,583.61	0.00	2,208,208.39	70.72

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

Section VII. Item #E.

101-HOTEL OCCUPANCY TAX FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	576,905	576,905	0	0.00	308,944.07	0.00	267,960.93	53.55
OTHER REVENUE	14,500	14,500	0	0.00	11,905.89	0.00	2,594.11	82.11
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	591,405	591,405	0	0.00	320,849.96	0.00	270,555.04	54.25
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	638,804	638,804	0	67,439.02	458,992.90	0.00	179,811.10	71.85
TOTAL EXPENDITURES	638,804	638,804	0	67,439.02	458,992.90	0.00	179,811.10	71.85
REVENUES OVER/ (UNDER) EXPENDITURES	(47,399)	(47,399)	0	(67,439.02)	(138,142.94)	0.00	90,743.94	291.45

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

Section VII. Item #E.

503-BEACH OPERATING FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	230,000	230,000	0	0.00	100,264.59	0.00	129,735.41	43.59
OTHER REVENUE	4,500	4,500	0	0.00	24,909.29	0.00	(20,409.29)	553.54
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	234,500	234,500	0	0.00	125,173.88	0.00	109,326.12	53.38
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	210,294	210,294	0	8,947.52	102,418.61	0.00	107,875.39	48.70
TOTAL EXPENDITURES	210,294	210,294	0	8,947.52	102,418.61	0.00	107,875.39	48.70
REVENUES OVER/ (UNDER) EXPENDITURES	24,206	24,206	0	(8,947.52)	22,755.27	0.00	1,450.73	94.01

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2024

504-PORT & HARBORS FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	672,689	672,689	0	58,113.85	587,364.13	0.00	85,324.87	87.32
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	25,000.00	45,364.05	0.00	(9,764.05)	127.43
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00	0.00
INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL REVENUES	1,921,004	1,921,004	0	83,113.85	632,728.18	0.00	1,288,275.82	32.94
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	118.44	975.52	0.00	446.48	68.60
CITY HARBOR	7,000	7,000	0	0.00	2,583.94	0.00	4,416.06	36.91
HARBOR OF REFUGE	330,000	330,000	0	275,200.00	294,435.00	19,503.57	16,061.43	95.13
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	30,000	0	5,721.75	5,943.25	0.00	24,056.75	19.81
OPERATIONS	1,804,066	1,804,066	0	22,223.69	352,095.54	0.00	1,451,970.46	19.52
TOTAL EXPENDITURES	2,183,488	2,183,488	0	303,263.88	656,033.25	19,503.57	1,507,951.18	30.94
REVENUES OVER/(UNDER) EXPENDITURES	(262,484)	(262,484)	0	(220,150.03)	(23,305.07)	(19,503.57)	(219,675.36)	16.31

1,916,544.00+
 226,649.00+
 138,143.00+
 22,755.00+
 23,305.00+
 001
 2,004,520.00*

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca – June, 2024 JULY COUNCIL MEETING

Residential Incentives Draft

- Pending (still) – presented to Council on January 29th. The VEDC is waiting on direction from City Council.

Marketing

- VEDC is working with a third party to update the VEDC website to include a page/tab for Port Lavaca that will include economic development information specific to Port Lavaca (in progress).
- VEDC will propose Port Lavaca consider becoming a certified “Film Friendly City” (*more information to come- VEDC will discuss with City Manager prior to taking it to City Council.*)

Business

- VEDC staff continues to market Port Lavaca.
- Working with retailers to try to fill empty spots. Most have their own metrics. **VEDC would like to have a workshop with council to discuss “wants”.**
- Working with Chamber to schedule meetings with business owners/ roundtable discussion (**rescheduled due to conflicts**).

Projects

- WGS is still a very active project and the VEDC met the executive team from the company on 22nd of May (previous 2-day site visit held 4th & 5th of March). This would be at the ALCOA site and originally would result in 1,500 jobs. The plan has expanded its prospective footprint and would result in more land and more jobs. Company plans on making a final decision by the end of the year.
- Project Lynas is still active
- 4 other (previously 3) large projects are being worked on in the region which will result in many jobs, if sites are selected. Everyone is still in the planning stages.

Other

- VEDC talking to another developer regarding housing.
- VEDC will be meeting with local Habitat for Humanity representative during July.
- Consider strategic planning meeting (waiting to discuss with City Manager)
- **VEDC staff will be more active and visible in the community as a result of additional staffing within the organization.**
- **EDC Staff attended a Foreign Direct Investment Summit in DC, promoting our region; to include Port Lavaca.**

COMMUNICATION

SUBJECT: Conduct Public Hearing for update on properties previously declared substandard on April 08, 2024:

INFORMATION:

MAYOR AND COUNCIL COMMUNICATION

CITY COUNCIL MEETING: JULY 08, 2024 - REGULAR

SUBJECT: Conduct Public Hearing for update on properties previously declared substandard on April 08, 2024:

INFORMATION:

- (a) 617 S. Ann Street
- (b) 506 S, Virginia Street
- (c) 306 Martin Luther King
- (d) 227 Tommy Dr.

COMMUNICATION

SUBJECT: Consider and take action on property previously declared substandard, following Public Hearings held on April 08, 2024 and July 08, 2024. Presenter is Derrick Smith

INFORMATION:

MAYOR AND COUNCIL COMMUNICATION

CITY COUNCIL MEETING: JULY 08, 2024 - REGULAR

SUBJECT: Consider and take action on property previously declared substandard, following Public Hearings held on April 08, 2024 and July 08, 2024. Presenter is Derrick Smith

INFORMATION:

- a) 617 S. Ann Street
- b) 506 S, Virginia Street
- c) 306 Martin Luther King
- d) 227 Tommy Dr.

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 the following properties listed:

INFORMATION:

MAYOR AND COUNCIL COMMUNICATION

CITY COUNCIL MEETING: JULY 08, 2024 - REGULAR

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 the following properties listed:

INFORMATION:

- (a) 116 Cheeves Ave
- (b) 225 Cheeves Ave
- (c) 227 Cheeves Ave
- (d) 505 Bonorden Street
- (e) 515 N. Nueces Street
- (f) 502 N. Benavides Street

COMMUNICATION

SUBJECT: Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on July 08, 2024. Presenter is Derrick Smith

INFORMATION:

MAYOR AND COUNCIL COMMUNICATION

CITY COUNCIL MEETING: JULY 08, 2024 - REGULAR

SUBJECT: Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on July 08, 2024. Presenter is Derrick Smith

INFORMATION:

- (a) 116 Cheeves Ave
- (b) 225 Cheeves Ave
- (c) 227 Cheeves Ave
- (d) 505 Bonorden Street
- (e) 515 N. Nueces Street
- (f) 502 N. Benavides Street

COMMUNICATION

SUBJECT: Consider appointment of member(s) to the Planning Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: JULY 08, 2024 **AGENDA ITEM # _____**

DATE: 7/1/2024

TO: HONORABLE MAYOR WHITLOW AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: APPOINTMENT/REAPPOINTMENT OF PLANNING BOARD MEMBER

BACKGROUND:

Steve Butler’s term with the Planning Board expired June 2024. Mr. Butler has expressed interest in another full-term appointment on the board. Mr. Butler brings valuable insights to the board and is well valued.

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

RECOMMENDATION: Staff recommends approval.

COMMUNICATION

SUBJECT: Consider request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 21, 2024 and waiver of any fees associated with the event. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: JULY 08, 2024

DATE: 7/2/24

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: USE OF BAYFRONT PENINSULA PARK FOR ANNUAL FAMILY
UNITED WAY EVENT ON 09-21-2024

United Way is planning its Family Fun Day for Saturday, Sept. 21, 2024. As in year's past the group requests use of Bayfront Peninsula Park for activities and games including both pavilions.

The event is open to the public and community members are welcome to participate in the activities. This does not impact other use of the park.

United Way requests waiver of fees for use of the park and pavilions.

COMMUNICATION

SUBJECT: Consider Amendments to the City of Port Lavaca HR and Workplace Policies by adding “Timekeeping Policy” and “Emergency Policy”. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JULY 8, 2024

DATE: 07.03.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER
BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR

SUBJECT: CONSIDER AMENDMENTS TO THE CITY OF PORT LAVACA HR AND
WORKPLACE POLICIES BY ADDING 5.11 TIMEKEEPING POLICY AND 6.11
EMERGENCY POLICY

BACKGROUND

1) 5.11 Timekeeping Policy: In FY2024 the City of Port Lavaca started implementing an automated timekeeping system called Timeclock Plus, which is used to automate the time and attendance of the employees. This system is beneficial in the efficiency and effectiveness of the payroll process. The recommended timekeeping policy outlines information pertaining to the recording and tracking of hours worked, and the responsibilities of the employee and supervisor.

With this new system we are able to keep better records of time worked, accruals, and essentially cut the payroll process time in half by eliminating manual timesheets. Other features of this system include the ability to set Geofences, create specific automated rules according to FLSA laws and regulations, and the ability to track specific job codes (Training, Festival, Emergency, Etc.).

Attached is the recommended policy language to add a new section to the HR and Workplace Policies Manual, identified as Section 5.11 “Timekeeping Policy” to reflect this new timekeeping system.

2) 6.11 Emergency Policy: Recently members of the Finance staff attended the TDEM T-600 (Texas Disaster Accounting 101) training and was given specific criteria on how FEMA determines eligibility of reimbursement based upon the entities policies already in place. The City’s current “Hurricane Employee Compensation Policy is not sufficient to meet current FEMA guidelines.

Attached is the recommended policy language to add a new section to the HR and Workplace Policies Manual, identified as Section 6.11 “Emergency Policy” to establish and clarify the procedures during a City Declared Disaster and clarify the compensation policy for employees during a City Declared Disaster.

CHAPTER 5: COMPENSATION

5.11 Timekeeping Policy

All non-exempt employees are required to record their exact hours of work by clocking in and clocking out on the time-clock system. After the employee completes their timesheet for the work period, they should check it carefully to ensure it is accurate. Then the employee will approve their time if the total hours shown are correct and accurate to their understanding. If the employee feels the hours recorded are incorrect, then they should not approve their time until it has been corrected by their supervisor. Employees shall never approve anyone else's time and never allow anyone else to approve theirs, other than their supervisor. Likewise, employees shall never clock in for anyone else and never allow anyone else to clock in for them, other than their supervisor. Any of these occurrences are grounds for disciplinary action, up to and including dismissal. All time must be approved by both the employee and his or her supervisor before being processed by payroll. In the event the employee and supervisor do not agree on the hours worked, they shall meet with HR to resolve any issues.

All exempt employees must clock in at the start of any day worked and clock out at the end of the day worked. If an exempt employee clocks in for a partial day (e.g.: 5 min to 10 hours) on any of the ten (10) weekday workdays (not including weekends) of the pay period, then that employee will be paid for a full day). If an exempt employee clocks in for work for less than ten (10) weekday workdays (not including week-ends) of the pay period, then on the weekdays that there is no work done, they shall use vacation or sick leave if the total hours worked in the pay period (including hours worked beyond the weekday and any hours work on week-ends and city approved holiday days) does not add up to 80 hours. The documentation of time worked for exempt employees aids in the tracking of employee leave and provides written documentation needed for the Annual Comprehensive Financial Report.

It is imperative that all employees verify their time to help avoid subsequent corrections. The supervisor or Department Head is responsible for verifying that the employee's submitted hours are in compliance with the overtime and compensatory time guidelines. If there are any corrections to be made, they will be taken care of during the following pay period. Exempt employees are required to submit time as well. Finance will download all hours worked no later than the Monday before payroll by 10 AM.

CHAPTER 6: WORK ENVIRONMENT AND WORKPLACE SAFETY

6.11 Emergency Policy

6.11.1 Purpose

Protecting the health and safety of everyone in our community is a key priority during a City Declared Disaster. The Mayor may at any appropriate time declare a City Declared Disaster based on a natural disaster or involving public health. The citizens of Port Lavaca depend on City employees before, during, and after a City Declared Disaster to provide and/or restore essential public services for the health, safety, and quality of life of our community. This policy applies to all non-exempt and exempt employees and is intended to clarify the procedures during a City Declared Disaster and clarify the compensation policy for employees during a City Declared Disaster. No one will be excused from work until the City Manager authorizes employees to be relieved of their duties.

6.11.2 Definitions

Disaster: The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, cybersecurity event, other public calamity requiring emergency action, or energy emergency.

City Declared Disaster: A Local State of Disaster which is declared by the Mayor for the City of Port Lavaca. The Mayor is authorized by the Texas Disaster Act to declare a Local State of Disaster when warranted conditions exist or when there is an imminent threat. A declaration of local disaster may not be continued or renewed for a period of more than seven (7) days except with the consent of a majority vote of the City Council. *Ref Texas Government Code Section 418.108*

Municipal Emergency: Any situation that may threaten the safety and/or health of City employees, their families and the public and/or threaten the continuation of normal City functions, capabilities or services. The City Manager is authorized to declare a State of Municipal Emergency and may designate the closing of some or all City facilities during a Municipal Emergency.

Weather Emergency: The occurrence or imminent threat of a severe weather event such as snow, ice, prolonged freezing conditions, severe thunderstorms or other extreme weather

events that may threaten the safety of City employees, their families and the public and/or threaten the continuation of normal City functions, capabilities or services. The City Manager is authorized to declare a State of Weather Emergency due to weather conditions and may designate the closing of some or all City facilities during a Weather Emergency.

6.11.3 City Facilities

If City facilities are not closed and if weather or other emergency conditions make it impossible or unsafe for an employee to report to work, the employee must notify his or her supervisor as soon as possible that the employee finds it impossible to report to duty safely. Time absent may be charged to available vacation, compensatory time, or leave without pay.

In the case of a Weather Emergency, Disaster or other Municipal Emergency on a workday, the City Manager is authorized to designate the closing of some or all City facilities. The City Manager or designee is responsible for initiating the process of contacting employees. If City facilities are closed, City personnel who are not required to work that day will be paid for the actual time or day(s) that the City was officially closed.

- If an official City facility closes for a Weather Emergency, Disaster or other Municipal Emergency during an employee's scheduled vacation or personal day, that day will not count against the employee's vacation or personal leave balance.
- If an employee reports to work and the City Manager or Department Head sends the employee home because of a Weather Emergency, Disaster or other Municipal Emergency, the employee will be given credit for a full workday.

6.11.4 Responsibilities

In a City Declared Disaster or Emergency, City employees will be required to fulfill their individual responsibilities and function as a team to protect the City's vital assets and maintain and restore essential City services.

Department heads will be responsible for:

- 1) Providing training to all employees in their department regarding emergency operation procedures, with refresher training provided in May of each year.
- 2) Ensuring that employees are aware of their individual responsibilities under this policy, and that only under special circumstances will employees be allowed to be exempt from these responsibilities.
- 3) Assessing all approved vacation leave requests and advising employees of their responsibilities and when they need to return to work.

- 4) Allowing employees to secure their homes and families to prepare them to seek shelter or to evacuate when approved by the Director, or designee.
- 5) Ensuring that their departments are briefed on emergency procedures each year, including both the City's responsibilities to the community and the employee's responsibilities under the policies.

Employees will be responsible for:

- 1) Ensuring the safety and security of their families.
- 2) Ensuring that their contact information is current and up to date so that the employee can be contacted when away from work.
- 3) Contacting their supervisor immediately upon knowledge of a City Declared Disaster, understanding that any preapproved leave may be subjected to postponement or cancellation.

The Human Resources Department will be responsible for:

- 1) Providing Department Heads with current emergency information for all employees to verify.
- 2) Providing resource options to employees who may need assistance with shelter, laundry, or other special needs.
- 3) Providing emergency shelter during the City Declared Disaster for employees that remain in the City during the event(s). The Director of Human Resources will communicate this information to Department Heads with the location of the emergency shelters, by May 31st of each year.

6.11.5 Emergency Periods

The City Manager may require employees to work during a Declared Disaster or Emergency regardless of whether City facilities are open or closed and regardless of the extent or duration of the Emergency. Employees may be required to provide services to protect the public's health and safety and to assure the continuation of, or recovery of, normal City business processes.

There are four (4) defined periods associated with an emergency or natural disaster: pre-impact, emergency, exigency period, and post-impact/recovery.

- 1) **Pre-impact Period** – This is the time period prior to the impending disaster and includes emergency response activities and preventative measures by the City of Port Lavaca departments in preparing for the impending emergency. This period begins and ends as determined by the City Manager.

- 2) **Emergency Period** – This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, **and most other regular City services are suspended**. There may be more than one Emergency Period during a City Declared Disaster Declaration. These period(s) begin and end as determined by the City Manager.
- 3) **Exigency Period** – This is the time period during which emergency response activities are in progress, but when many **of the City’s services are able to be maintained on a limited basis**. This period begins and ends as determined by the City Manager. There may be more than one Exigency Period during a City Declared Disaster Declaration. These period(s) begin and end as determined by the City Manager.
- 4) **Post/Recovery Period** – This is the time period immediately following the emergency or disaster, during which the City Manager determines if it is safe for all employees to return to work. Activities are conducted to restore the City’s infrastructure and services to pre-disaster conditions. During this period, some employees may be required to return to work to assist with the restoration of critical services, conduct emergency clearance of roadways, provide damage assessment, etc. This period is determined by the City Manager, in consultation with Department Heads.

Employees must return to work as directed by their Department Heads.

The City of Port Lavaca recognizes that employees have personal and family responsibilities that are important and may conflict with the obligation to fulfill their job requirements during hazardous weather or a state or local emergency. When evacuation of personal residences is required, every effort will be made to allow employees to make arrangements for their families like any other citizen, including the use of authorized shelters.

Employees who are not able to return to work due to emergency conditions must contact their supervisor as soon as possible.

An employee who refuses a directive from the City Manager or a Department Head to report to work for all or part of an emergency period is subject to discipline by the City, up to and including termination.

6.11.6 Compensation During a State of Emergency

In the event of a declaration of a State of Emergency during a Weather Emergency, Disaster or other Municipal Emergency, the City Manager may implement the provisions of the emergency pay policy. During this time the City Manager may also suspend the use of accrued leave, City-approved holiday(s), and Scheduled Vacation leave (Defined in Chapter

4: Leave of Absence City of Port Lavaca HR and Workplace Policies, October 8, 2018), to ensure appropriate personnel is available to maintain operations. The suspension of leave may not interfere with the use of leave for purposes of family medical leave, bereavement, or other such leave, including any other leave provided by State or Federal law.

Employees relieved from duties during a State of Emergency or City Declared Disaster shall be paid as follows:

- full-time employees shall be paid their regular pay based on a 40-hour week;
- part-time employees shall be paid their hourly rate times the average hours worked in the preceding two (2) week period.
- These hours shall not be counted as time worked to compute overtime for non-exempt employees.
- Said leave will start when the employee is relieved from duties by their Department Director and will continue until the City Manager determines it is safe and prudent for some or all employees to return to work. If an employee fails to show up for work or cannot show up for other reasons, then the time lost will be away without pay, unless other paid leave is approved.

During the emergency periods as defined in Section 6.11.5, employees may be assigned to perform work that is outside their normal assigned tasks. During these periods employees will be compensated for any hours worked, in addition to any eligible overtime.

All employees (non-exempt and exempt) who report to work on-site (not remotely), during an emergency period or exigency period defined in Section 6.11.5, will be paid an emergency pay rate of one and a half times (1.5x) their normal base hourly rate.

All non-exempt employees who work more than 40 hours during any pay period within an emergency or exigency period, shall be paid an overtime rate of 1.5 x the emergency pay (1.5 x 1.5x normal base salary).

All employees (non-exempt and exempt) who are able to work remotely during regular business hours during a Declared Disaster or Emergency shall do so, subject to instructions from their supervisor and the Employee's Responsibilities as outlined in Section 6.11.4. Such remote work shall be paid at the employee's normal rate of pay.

The City will not compensate employees for sleep during a designated emergency period, as described in Section 6.11.5.

6.11.7 Disaster Deployment Compensation

City personnel may be requested, under existing agreements (e.g. mutual aid agreement/memorandums of understanding, etc.), to deploy to assist outside agencies in responding to disaster or emergency. The City Manager's (or designee's) oral or written

authorization is required for any personnel deployment lasting longer than twenty-four (24) hours. Such City personnel shall be compensated at a rate of one and a half time (1.5x) their base hourly rate for all hours worked during a deployment.

6.11.8 Employee Groups

Department Directors shall designate emergency essential and non-emergency essential personnel within their departments relating to a State of Emergency Declaration. All personnel shall be advised of their status upon hire, as well as of May 1st of each year. An individual employee's status may change, as the needs of the City changes, or at the discretion of the Department Director.

- Level I Personnel: Each Department Director and/or supervisor is responsible for identifying those employees who will be required to remain or respond in the event of emergency conditions and those employees will be designated as Level I Personnel. Level I employees will be required to be available immediately before, during and after the emergency conditions to perform duties directly related to emergency conditions as determined by the City Manager.
- Level II Personnel: Each Department Director and/or supervisor is responsible for identifying employees who are considered Level II Personnel. Level II employees may be required to perform duties during the Pre-Impact and Post/Recovery Emergency Periods A defined in 6.11.5.
- Level III Personnel: The remaining employees that are not classified in one of the above categories will be classified as Level III Personnel. Level III employees will be released prior to an emergency. Because it is the City's responsibility and obligation to ensure that infrastructure and critical services are repaired, restored, tested and/or inspected prior to their return to service, Level III employees are required to remain available for recall to duty at any time.

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date. Presenter is Derrick Smith

INFORMATION:

ORDINANCE #G-6-24

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA’S CODE OF ORDINANCES CHAPTER 12 BUILDINGS AND BUILDING REGULATIONS, ARTICLE IV, SUBSTANDARD BUILDINGS, SECTION 12-287 DEFINITION: UNFIT CONDITION DECLARED; MINIMUM STANDARDS FOR USE AND OCCUPANCY; PROVIDING FOR PURPOSE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; 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 12 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 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 10th day of June, 2024

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of July, 2024

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of July, 2024.

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 Burke	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3-I, Page _.

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

EXHIBIT A

CHAPTER 12. – BUILDINGS AND BUILDING REGULATIONS

ARTICLE IV. – SUBSTANDARD BUILDINGS

Sec. 12-287. – Definition; Unfit condition declared; Minium Standards for use and occupancy.

(d) (11)

The International Property Maintenance Code as referenced and adopted by reference in section 12-20(2) shall apply to all existing **nonresidential** structures and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators, and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

(Ord. No. G-5-91, § 2, 4-8-1991; Ord. No. G-3-16, § 1, 4-11-2016))

END OF EXHIBIT A

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant
From: Chief Colin Rangnow
Date: June 25, 2024
Subject: Agenda Item: Traffic Control Signage

The Port Lavaca Police Department requests approval from City Council of the City of Port Lavaca to add additional traffic control signage (Stop Signs) in the Lynnhaven subdivision. Several citizens have voiced concern about the lack of traffic control in the area. I recommend implementing traffic control signage at the following intersections:

- 200 Houston St @ 300 Travis St (replace current yield sign with stop sign.)
- 200 Bowie St @ 300 Travis St (replace current yield sign with stop sign.)
- 200 Crockett St @ 200 Travis St (replace current yield sign with stop sign add two additional stop signs on Travis Street.)
- 200 Bonham St @ 200 Travis St (replace current yield sign with stop sign.)
- 200 Burnet St @ 100 Travis St (replace current yield sign with stop sign.)
- 100 Bowie St @ 100 San Bernardo St (replace current yield sign with stop sign.)
- 200 Crockett St @ 100 San Bernardo St (replace current yield signs with stop signs and add additional stops to 100 and 200 Crockett.)
- 200 Bonham St @ 100 San Bernardo St (replace current yield signs with stop signs and add additional stops to 100 and 200 Bonham.)
- 200 Burnet St @ 200 San Bernardo St (replace current yield signs with stop signs and add additional stops to 100 and 200 Burnet.)
- 100 Massanet St @ 100 San Bernardo St (replace current yield sign with stop sign.)
- 100 Bowie St @ 100 Houston St (replace current yield sign with stop sign.)
- 100 Crockett St @ 100 Houston St (replace current yield sign with stop sign add two additional stop signs on Houston Street.)
- 100 Bonham St @ 80 Houston St (replace current yield sign with stop sign.)
- Calhoun St @ Houston St (replace yield signs with stop signs)
- 100 Burnet St @ 400 Calhoun St (replace current yield sign with stop sign.)
- 100 Massanet St @ 1000 Calhoun St (replace current yield sign with stop sign add two additional stop signs on Calhoun Street.)

Chief Colin Rangnow

Port Lavaca Police Department



ORDINANCE #G-7-24

AN ORDINANCE AMENDING SECTION 3 OF THAT CERTAIN ORDINANCE DESIGNATING THE TYPE AND LOCATION OF TRAFFIC CONTROL DEVICES WITHIN THE CITY OF PORT LAVACA, PASSED AND APPROVED BY CITY COUNCIL THE 8TH DAY OF SEPTEMBER, 1986, AND RECORDED IN CITY COUNCIL MINUTE RECORDS, VOLUME "HH", PAGE 41, BY ADDING NEW STREET LOCATIONS TO SAID ORDINANCE IN SAID SECTION 3; REPEALING CLAUSE AND EFFECTIVE DATE.

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

SECTION I: Section 3 of the Ordinance designating the type and location of traffic control devices within the City of Port Lavaca, passed and approved by City Council on the 8th day of September, 1986, and recorded in City Council Minute Records, Volume "HH", page 41, is hereby amended by adding the following locations for traffic control devices:

LYNNHAVEN SUBDIVISION

200 HOUSTON STREET @ 300 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

200 BOWIE STREET @ 300 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

200 BONHAM STREET @ 200 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)
(Add two additional Stop Signs on Travis Street)

200 CROCKETT STREET @ 200 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

200 BURNET STREET @ 100 TRAVIS STREET
STOP Signs (replaces a former Yield Sign)

100 BOWIE STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)

200 CROCKETT STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)
(Add additional Stop Signs on 100 and 200 Crockett Street)

200 BONHAM STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)
(Add additional Stop Signs on 100 and 200 Bonham Street)

200 BURNET STREET @ 200 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)
(Add additional Stop Signs on 100 and 200 Burnet Street)

100 MASSANET STREET @ 100 SAN BERNARDO STREET
STOP Signs (replaces a former Yield Sign)

100 BOWIE STREET @ 100 HOUSTON STREET
STOP Signs (replaces a former Yield Sign)

100 CROCKETT STREET @ 100 HOUSTON STREET
STOP Signs (replaces a former Yield Sign)
(Add two additional Stop Signs on Houston Street)

100 BONHAM STREET @ 80 HOUSTON STREET
STOP Signs (replaces a former Yield Sign)

CALHOUN STREET @ HOUSTON STREET
STOP Signs (replaces a former Yield Sign)

100 BURNET STREET @ 400 CALHOUN STREET
STOP Signs (replaces a former Yield Sign)

100 MASSANET STREET @ 1000 CALHOUN STREET
STOP Signs (replaces a former Yield Sign)
(Add two additional Stop Signs on Calhoun Street)

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

SECTION III. The effective date of this ordinance shall be when passed and approved by City Council, and traffic control signs, markings and devices are appropriately in place.

FIRST READING this 8th day of July 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 12th day of August, 2024.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 12th day of August, 2024.

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 Burke			

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

Amends G-6-86

COMMUNICATION

SUBJECT: Consider professional Engineering Services Agreement with CivilCorp for the Smith Road Sidewalk and Bike Lane project. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JULY 8, 2024

DATE: 06.27.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER APPROVAL OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CIVILCORP, LLC FOR SMITH ROAD SIDEWALK AND BIKE LANE PROJECT

BACKGROUND

Included in the 2023-24 Fiscal Year Capital Improvement Plan was to construct a sidewalk and bike lanes on Smith Road for a budgeted cost of \$275,000.

Staff waiting to initiate this project until after verifying that these funds would not be needed to supplement the Independence Drive project should the bids have come in much higher. This was not the case, so we are prepared to move ahead with this project.

Attached please find a conceptual site plan of the project scope and a proposed Professional Services Agreement from CivilCorp to prepare design, bid documents and contract phase inspections. Page 8 of the contract provides a breakdown of the proposed \$50,600 fee.

The conceptual site plan shows a 5 ft wide sidewalk on the north side of Smith Road from El Camino Real to across from Bay Vista and then to restripe all of Smith Road to provide bike lanes on both sides from SH 35 to Bay Vista.

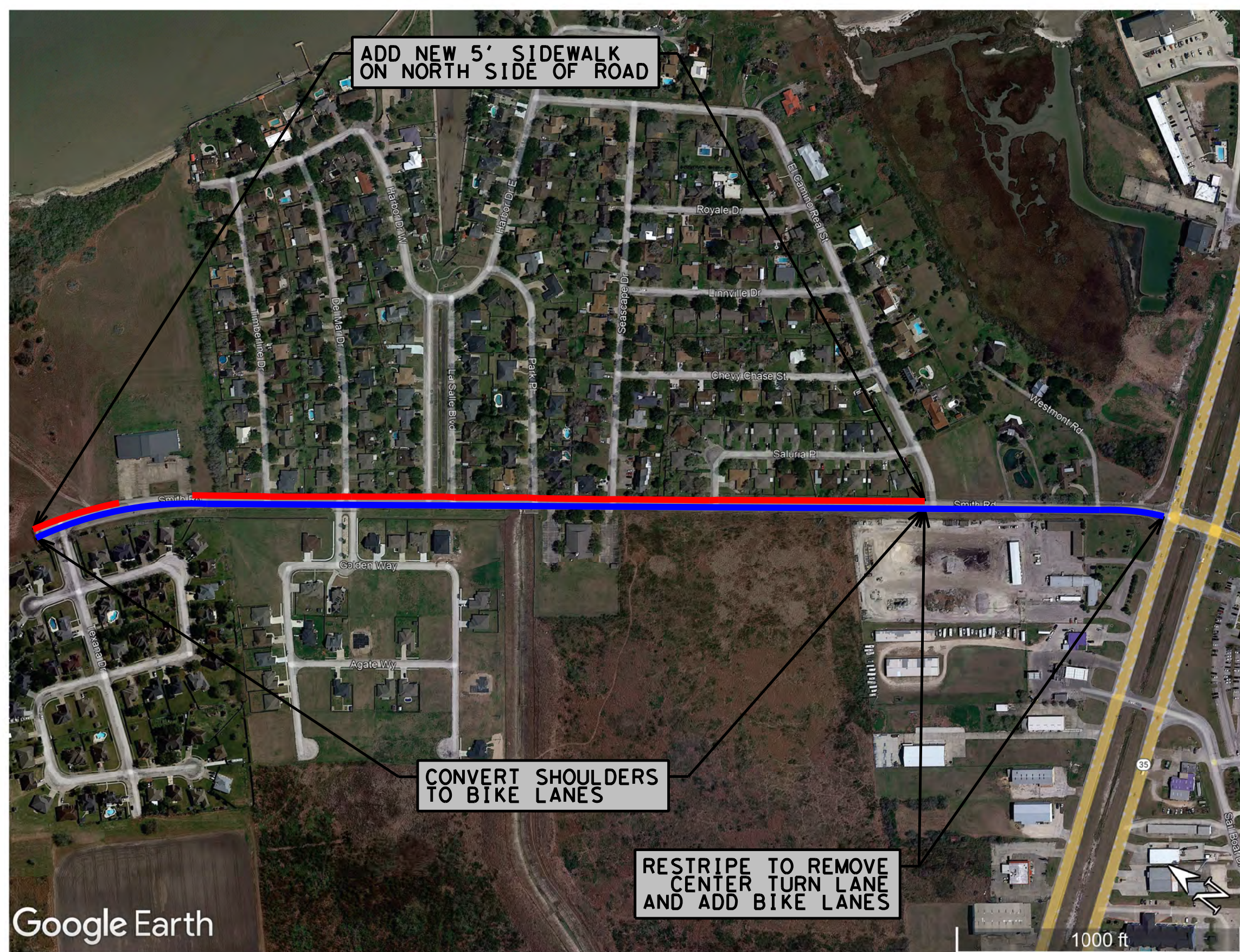
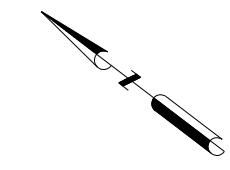
- Because of the limited width available and utilities, the sidewalk will most likely be right behind the curb.
- We will be eliminating the turn lane into El Camino Real as you travel from the north – this is not essential and is not utilized much – i.e. this turn isn't any more prevalent coming from the north than turning into any of the other streets.
- We can't eliminate the turn lane at SH 35, so we probably will need to provide some widening to accommodate a bike lane on the south side at SH 35.

CivilCorp's preliminary cost estimate is \$200,000 for the sidewalk, striping and mobilization. At this point we are not sure what all may be involved with adding the bike lane where Smith Road meets SH 35, but such work could be added as an Alternate bid item.

RECOMMENDATIONS

Approve the Professional Service Contract with CivilCorp in the amount of \$50,600 for the Smith Road sidewalk and bike lane project.

Attachments: Conceptual site plan and CivilCorp, LLC PSA



ADD NEW 5' SIDEWALK ON NORTH SIDE OF ROAD

CONVERT SHOULDERS TO BIKE LANES

RESTRIPE TO REMOVE CENTER TURN LANE AND ADD BIKE LANES

Google Earth

1000 ft

CITY OF PORT LAVACA
TEXAS

Civil Corp
ENGINEERS • SURVEYORS

4611 E. AIRLINE RD., SUITE 300, VICTORIA, TEXAS 77904
TEL: (361)570-7500 FAX: (361)570-7501 TXENG FIRM #10283

SMITH ROAD

OVERALL PROJECT EXHIBIT

SHEET 1 OF 1

PROJECT NO.		SHEET NO.	
		\$OL\$	
REVISIONS			
NO.			
			83

**AGREEMENT BETWEEN THE CITY
OF PORT LAVACA AND CIVILCORP, LLC. FOR
PROFESSIONAL SERVICES**

OWNER: The City of Port Lavaca, Texas, 202 N. Virginia, Port Lavaca, Texas 77979

ENGINEER: CivilCorp, LLC., 4611 Airline Road, Suite 300, Victoria, Texas 77904

PROJECT: 2024 Capital Improvement Projects consisting of the design and preparation of plans, bidding, limited construction administration services, and additional services provided herein for the construction of the following proposed project:

Smith Road Sidewalk and Bike Lane Improvements from SH 35 to Texana Dr including:

- Add 5' Sidewalk Adjacent to Curb from Texana Dr to El Camino Real St on NE side of Smith Rd
- Add Bike Lane Striping and Signage for New Bike Lanes on Both Sides of Smith Rd from Texana Dr to SH 35
- Restripe Smith Rd from El Camino Real St to SH 35 to Eliminate Center Turn Lane
- Restripe/Widen Smith Rd as it Approaches SH 35 to Accommodate Bike Lanes

OWNER' S REPRESENTATIVE: Shall mean the City Engineer of the City of Port Lavaca or a person designated by this Director.

ENGINEER'S AGREEMENT: ENGINEER shall provide professional engineering services for OWNER in all phases of the Project described below, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER' S AGREEMENT: OWNER agrees to pay for the services as set forth below.

Smith Road Sidewalk and Bike Lane Improvements - \$50,600

SECTION I - BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary incidental engineering services

1.2 Preliminary Design Phase. ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER'S requirements for the Project and review available data.

1.2.2. Advise OWNER of the need to provide or obtain from others data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.

1.2.3. Prepare preliminary design documents consisting of final design criteria, preliminary drawings/drainage calculations and outline specifications

1.2.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Cost.

1.2.5. Furnish one (1) copy of the above preliminary design documents and review them in person with CITY MANAGER

1.3 Final Design Phase. ENGINEER shall

1.3.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract final drawings (hereinafter called "Drawings") and Specifications to show the character and extent of the Project.

1.3.2. Furnish to CITY MANAGER assistance in the preparation of required documents so that OWNER may apply for approvals of governmental authorities having jurisdiction over the Project, and assistance in negotiations with appropriate authorities.

1.3.3. Advise CITY MANAGER of any adjustments to the revised opinion of probable Project Cost caused by changes in the Project and furnish a final opinion of probable Project Cost based on the final Drawings and Specifications.

1.3.4. Prepare documents to comprise the contract for construction of the Project (hereinafter the "Contract") for review and approval by CITY MANAGER, including agreement forms, general, special and supplementary conditions, bidding documents, and other related documents. ENGINEER shall use forms provided by OWNER where applicable.

1.3.5. Furnish one (1) copy of the above documents and review them in person with the CITY MANAGER.

SECTION 2 – ADDITIONAL SERVICES

2.1 Bidding Phase. ENGINEER shall:

2.1.1. Assist OWNER in obtaining bids for a contract for construction of the Project.

2.1.2. Consult with CITY MANAGER as to the acceptability of subcontractors proposed by the prime contractor (hereinafter called "Contractor") when such acceptability is required by the bidding documents.

2.1.3. Consult with CITY MANAGER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of the Contract is allowed by the bidding documents.

2.1.4. Assist CITY MANAGER in evaluating bids and in assembling and awarding the Contract.

2.2 Construction Phase. ENGINEER shall:

2.2.1. Consult with OWNER and act as its representative as provided in the Construction Contract; act on behalf of the OWNER to the extent provided in the Construction Contract except as otherwise provided herein.

2.2.2. Provide initial staking when necessary to allow Contractor to construct the Project. The ENGINEER shall set vertical and horizontal controls only.

2.2.3. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work and to determine if the work is proceeding in accordance with the plans and specifications. The frequency of such visits shall be as advised by the owner and of a duration sufficient to ensure that the contractor is building the project according to plans and specifications. Such visits to the site shall be carried on in the presence of the City Inspector. ENGINEER shall keep OWNER informed of the progress of the work, and shall endeavor to protect the OWNER against defects and deficiencies in the work. ENGINEER does not guarantee the performance of the Contractor and is not responsible for the actual supervision of construction operations or for safety measures that the Contractor takes or should take. ENGINEER shall inform CITY MANAGER of any work failing to conform to the Contract, and shall disapprove or reject any such work and require it to be corrected.

2.2.4. Review and approve or take other appropriate action regarding Shop Drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, for conformance with the design concept of the Project and compliance with the Contract; determine the acceptability of substitute materials and equipment proposed by Contractor; and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are provided by Contractor in accordance with the plans and specifications.

2.2.5. Assist owner issue instructions to Contractor; issue necessary interpretations and clarifications of the plans and specifications; prepare change orders as required; require special inspection or testing of the work; act as judge of the acceptability of the Contractor's work.

2.2.6. Based on ENGINEER'S on-site observations and on review of Contractor applications for payment, assist owner with determining the amounts owing to Contractor.

2.2.7. Conduct an inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been completed in accordance with the plans and specifications. If Contractor has fulfilled all of its obligations, ENGINEER shall recommend, in writing, final payment to Contractor and shall give written notice to OWNER and the Contractor that the work is acceptable and meets plans and specifications as developed by the Engineer (subject to any conditions therein expressed).

2.2.8. Furnish a set of reproducible as-built record prints of the Project to the CITY MANAGER upon project completion. At least one set shall be hard copy and one set shall be in a digital format as specified by the CITY MANAGER.

2.3 General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types; these will be paid for by the OWNER as indicated in Section 4:

2.3.1. Preparation of applications for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review of the effect on the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.3.2. Services to make detailed investigation of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER, except as necessary for the proper design and construction of the Project.

2.3.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

2.3.4. Providing renderings or models for OWNER'S use.

2.3.5. Providing engineering surveys required to properly design the Project.

- 2.3.6. Furnishing land surveys establishing boundaries and monuments, and related office computations and drafting.
- 2.3.7. Preparation of property or easement descriptions.
- 2.3.8. Preparation of any special reports required for marketing of bonds.
- 2.3.9. Furnishing soil tests, borings, and pavement recommendations.
- 2.3.10. Providing detailed mill, shop and/or laboratory inspection of materials or equipment.
- 2.3.11. Investigations involving detailed consideration of operation and maintenance expenses; the preparation of feasibility studies and appraisals; and assistance in obtaining financing for the Project.
- 2.3.12. Furnishing the services of special consultants for purposes other than the normal engineering incidental to the Project, and providing data or services of the types described in paragraph 4.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of OWNER furnishing them. For the purposes of this contract, services of a special consultant will be allowed only when the need is confirmed by the CITY MANAGERS.
- 2.3.13. Apply for permits from all governmental authorities having jurisdiction over the project and furnish such approvals and consents from others as may be necessary for completion of the project. Submit Project for TAS Review.
- 2.3.14. Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, and services resulting from the arranging for performance by persons other than the Contractor and administering OWNER'S contracts for such services.
- 2.3.15. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the change in services rendered; services after the award of the contract in evaluating substitutions proposed by the Contractor which require extensive revisions to Drawings and Specifications; and services resulting from significant delays, changes or price increases occurring as a result of material, equipment or energy shortages.
- 2.3.16. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.
- 2.3.17. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) prolongation of the contract time of the Contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor.

2.3.18. Services after completion of the Construction Phase, such as inspections during any guarantee period called for in the Contract.

2.3.19. Serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project except as agreed to under Basic Services.

2.4. Whenever the need for any Additional Services described herein results from any negligence, mistake, oversight or other fault on the part of ENGINEERS, the cost of these services shall be deemed to be included in OWNER'S payments to ENGINEER for basic services. Any such Additional Services not performed by ENGINEER that would otherwise be paid separately by OWNER shall be paid for by ENGINEER.

SECTION 3 - OWNER'S RESPONSIBILITIES OWNER shall:

3.1. Provide full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2. Arrange for access to property owned or controlled by the City as required for ENGINEER to perform its services.

3.3. Examine studies, reports, Drawings, Specifications, and other documents presented by ENGINEER; provided, that approval of any such documents by OWNER or by CITY MANAGER shall not release ENGINEER from responsibility and liability for any negligence, mistake, inaccuracy, or other flaw in such documents, and shall not be deemed an assumption by OWNER or CITY MANAGER of any responsibility or liability.

3.4. Provide such auditing service as OWNER may require to ascertain how Contractor has used the monies paid to it under the Contract.

3.5. Give prompt notice to ENGINEER whenever CITY MANAGER observes any development that affects the ENGINEER'S services, including defects in the work of Contractor.

3.6. Furnish copies of finalized plans and specifications for use during bidding and construction.

SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services and Expenses of ENGINEER.

4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered under Section 1, a total fee of **\$31,500**.

4.1.2. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

4.1.2.1. General. Payment for Additional Services of Engineer rendered under this contract and or referenced under paragraph 2.3.1. through 2.3.19. inclusive shall be paid for at the following rate when supported by invoices.

Standard Hourly Rate for Additional Services

Principle Engineer	\$ 238
Senior Engineer/Engineering Manager	\$ 232
Prof. Engineer	\$ 187
EIT	\$ 115
Graduate Engineer	\$ 110
Registered Surveyor	\$ 170
Design Technician	\$ 101
CADD Operator	\$ 98
Senior Survey Technician	\$ 126
Survey Technician	\$ 101
Project Inspector	\$ 108
Clerical	\$96.5
Field Crew - 2 man	\$ 190
3 man	\$ 225

Actual cost of materials required for the job and expenses shall be charged at cost.

Overnight Expense/man — Actual Expenses \$

4.1.3. For Additional Expenses	
Bidding as provided by Section 2.1	\$ 2,500
Construction as provided by Section 2.2	\$ 6,000
Land surveys as provided by Section 2.3.7	\$
Engineering surveys as provided by Section 2.3.5	\$ 8,600
Geotechnical investigation as provided by Section 2.3.9	\$
Apply for permits as provided by Section 2.3.13, based on	\$ 2,000
Hourly rates, expenses referenced in section 4.1.2.1	\$

4.1.4. All other additional expenses: actual cost to ENGINEER based on rates referenced above or as previously agreed upon in writing.

Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

4.2. Times of Payments

4.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

4.2.2. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

PERCENTAGE OF ENGINEER'S
FEE FOR BASIC SERVICES

PHASE	AMOUNT
Preliminary Design (% of Project complete up to 30%)	\$ 7,000
Final Design (% of Project complete up to 100%)	\$ 24,500
Total compensation for Basic Services shall be	\$ 31,500
Bidding Phase in Section 2.1	\$ 2,500
Construction in Section 2.2 inspection monitoring, completion & acceptance	\$ 6,000
Total fixed compensation for additional services in Section 2.3.5 (Design Survey), Shall be	\$ 8,600
Total fixed compensation for additional services in Section 2.3.13 (TAS Permit), Shall be	\$ 2,000
Total Contract amount shall be	<u>\$ 50,600</u>

4.3. Other Provisions Concerning Payments.

4.3.1. OWNER agrees to pay a charge of one-half of one percent (1/2%) per month on all invoiced amounts not paid within thirty (30) days of the date of the invoice, calculated from the date of the invoice. In addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services and expenses.

4.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services

rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Salary Costs times a factor of 1.5 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all requested Additional Services and Reimbursable Expenses.

4.4. Definitions.

4.4.1. Salary Costs shall mean salaries and wages paid to all personnel engaged directly on the Project, and more clearly referenced in Section 4.1.2.1.

SECTION 5 – CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

The construction cost of the Project means the total cost of the Project to OWNER, but it does not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, nor does it include OWNER'S legal, accounting, insurance counseling or auditing services, or laboratory of testing services, or interest and financing charges incurred in connection with the Project. Construction Cost is one of the items comprising Project Cost which is defined in paragraph 1.2.4.

5.2. Opinions of Cost.

5.2.1. ENGINEER'S opinions of probable Project Cost and Construction Cost represent its best judgment as a professional engineering firm, familiar with the construction industry; but ENGINEER does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from its opinions of probable cost.

5.2.2. If a Construction Cost limit is established between OWNER and ENGINEER, the following will apply:

5.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit.

5.2.2.2. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

5.2.2.3. If the OWNER does not solicit bids for the Project within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in cost limit commensurate with any applicable change in the general level of prices in the construction

industry between the date of completion of the Final Design Phase and the date on which bids are sought.

5.2.2.4. If the lowest bona fide bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or character. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents one time as necessary to bring the Construction Cost within the cost limit; subsequent modifications by the ENGINEER shall be paid for as Additional Services.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

OWNER or ENGINEER may terminate the Agreement upon 10 days written notice to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. ENGINEER shall invoice OWNER for all services completed and shall be compensated in accordance with terms of the Agreement for all services performed by ENGINEER prior to the date specified in such notice.

6.2. Ownership of Documents.

All documents including drawings and specifications prepared by ENGINEER are designed specifically for the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by Owner without written approval by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability to ENGINEER. Upon acceptance or approval by OWNER, documents and reports prepared and assembled by ENGINEER under this Agreement shall become the sole property of the OWNER and shall be delivered to OWNER without restriction on future use. ENGINEER may make copies of any and all documents for its files.

6.3. Controlling Law.

This Agreement is performable and is to be governed by the law applicable in Calhoun County, Texas. Venue for any action arising under this Agreement shall be in Calhoun County, Texas.

6.4. Successors and Assigns.

6.4.1. Successors, executors, administrators, assigns and legal representatives in respect to all covenants, agreements and obligations of this Agreement.

6.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under

or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates and subcontractors to assist it in the performance of services hereunder.

6.4.3. Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

6.5. Independent Contractor.

In performing services under this Agreement, the relationship between OWNER and ENGINEER is that of independent contractor, and OWNER and ENGINEER by the execution of this Agreement do not change the independent status of ENGINEER. No term or provision of this Agreement or act of ENGINEER in the performance of this Agreement shall be construed as making ENGINEER the agent, servant, or employee of OWNER.

6.6. Indemnity and Insurance.

ENGINEER agrees to defend, indemnify, and hold OWNER whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of, or be occasioned by any act or omission, including negligence, of ENGINEER or any officer, agent, servant, employee, or associate of ENGINEER in the execution or performance of this agreement. In additions, the duty to indemnify provided by the previous sentence shall indemnify OWNER against damages caused by acts or omissions, including negligence, of OWNER or OWNER'S officers, agents, or employees, but shall not apply to the negligence of OWNER or its agents or employees if the damage arises from (1) personal injury, (2) death, (3) property injury, or (4) any other expenses that arise from the personal injury, death, or property injury.

ENGINEER further agrees to indemnify OWNER against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of ENGINEER or as a result of the entry of any of ENGINEER'S officers, agents, employees, associates or subcontractors onto the property of OWNER. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions, including negligence, of OWNER if the damage arises from (1) personal injury, (2) death, (3) property injury or (4) any other expense that arises from the personal injury, death, or property injury.

During the term of this project and one year following its completion, ENGINEER shall maintain errors and omissions insurance in the amount of at least \$500,000 per occurrence and \$500,000 aggregate, and shall provide a copy of the insurance certificate to the CITY MANAGER. The insurance certificate shall require the insurer to provide the OWNER with at least 30 days notice of cancellation or change in coverage.

This Agreement, together with referenced attachments, constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings.

This Agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, _____.

OWNER:

PROFESSIONAL:

City of Port Lavaca, Texas

CivilCorp, LLC.

Jack Whitlow, Mayor

Randy Janak, Vice President – Victoria

(seal)

ATTEST:

ATTEST:

City Secretary

Connie Dooley

FORM APPROVED:

City Attorney

COMMUNICATION

SUBJECT: Consider recommendation of selection committee to select a consultant to prepare a Master Parks Plan and Authorize the City Manager to negotiate a professional services contract for City Council approval. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JULY 8, 2024

DATE: 06.27.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER RECOMMENDATION OF THE SELECTION COMMITTEE TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT TO PERFORM A MASTER PARKS PLAN

BACKGROUND

Included in the objectives for the 2023-24 Fiscal year was to Prepare a Master Parks Plan in order to be eligible to apply for large Texas Parks and Wildlife grants.

We recently advertised a Request for Qualifications from consultants interested in providing this professional service.

Statements of Qualifications were received as shown on the attached scoring sheet summary: Kendig Keast Collaborative (Sugarland) , LJA Planning & Landscape Architecture (Houston), and Vista Planning & Design/Twistleaf (West Lake Hills, Texas).

RECOMMENDATIONS

The Parks Board appointed the following individuals to score the received submittals: Mac Sistrunk, Greg Falcon, Dina Smith, Bill Reagan and Director of Public Works, Wayne Shaffer.

The overall scores were as follows: LJA received an score of 89.0; Kendig Keast was 88.6 and Vista was 73.8.

Staff recommends selecting LJA Planning & Architecture and authorizing the Interim City Manager to negotiate a contract to provide a Master Parks Plan, which will be brought back to Council for final approval.

It should be noted that LJA is the same firm that last year prepared the City's Downtown Waterfront Masterplan and we are working on with regarding new Gateway signs and landscaping.

PROFESSIONAL PLANNING SERVICES FOR PARKS MASTERPLAN
SCORE SHEET SUMMARY

6.26.24

		Capability to Accomplish Work	Organization and Experience	Work Performance	TOTAL (A)
		30	40	25	100
Wayne Shaffer	Kendig Keast	27	36	26	89
	LJA	28	37	29	94
	Vista	25	34	27	86
Bill Reagan	Kendig Keast	25	25	25	75
	LJA	30	30	25	85
	Vista	30	20	20	70
Dina Smith	Kendig Keast	28	34	28	90
	LJA	29	36	29	94
	Vista	24	32	22	78
Greg Falcon	Kendig Keast	27	37	25	89
	LJA	27	40	30	97
	Vista	25	30	20	75
Mac Sistrunck	Kendig Keast	30	40	30	100
	LJA	25	30	20	75
	Vista	20	20	20	60

Average Scores (A):

Kendig Keast	88.6
LJA	89.0
Vista	73.8

COMMUNICATION

SUBJECT: Consider recommendation of selection committee to award a Pre-Disaster Debris Management Services contract. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JULY 8, 2024

DATE: 07.02.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER RECOMMENDATION OF THE SELECTION COMMITTEE TO AWARD A PRE-DISASTER DEBRIS MANAGEMENT AND MONITORING SERVICES CONTRACT.

BACKGROUND

For those that weren't around after Hurricane Harvey, if the City experiences a windstorm event that generates a large amount of brush and debris that Republic can't handle under their normal contract and the City plans to request reimbursement from FEMA, we must go through a procurement process to contract with a firm to collect and dispose of the debris and separately a firm that will manage and monitor these collection and disposal efforts to make sure reported quantities are accurate and all laws are being followed. The Pre-Disaster Debris Contract we had in place with True North since 2018 has expired and it is prudent to have one in place prior to a windstorm event coming our way. With a Management Firm under contract, they will help us in properly procuring a pre-disaster contract for Debris collection and disposal.

We initially advertised for Disaster Debris Management and Monitoring Proposals beginning May 15 with proposals due on May 31. Unfortunately, we received only one response and FEMA recommended that we advertise again. So, we did not open that submittal and readvertised beginning June 05 with a due date of June 21.

We received 3 proposals: TetraTech (Houston, TX), True North (Arlington, TX), and DebrisTech (Picayune, MS). The scoring committee was comprised of myself, Wayne Shaffer (Director of Public Works), Brittney Hogan (Interim Finance Director), and Kateryna Thomas (Grants and Capital Improvement Projects Coordinator). **The summary of the scores are attached.** Tetra Tech received an average score of 96.5, True North was 89.3 and DebrisTech was 82.0.

In accordance with FEMA requirements, Kateryna Thomas notified various MWDBE, HUB and Small Businesses about the RFP and has that fully documented for submittal to FEMA should we get hit with a windstorm and need to enact the contract.

FINANCIAL IMPLICATIONS:

Attached is a comparison of the cost proposals received. All three proposals were less than the Independent Cost Analysis that staff performed prior to advertising for Proposals. It is noted that True North has the lowest cost overall for the scenario of hours listed in the Pricing Schedule that we included in the RFP, but it's noted that they do not provide pricing for some of the categories. It is understood that these tasks are included in the tasks of other personnel categories, but then that could affect the number of hours needed from those other categories. Their unit prices of the categories with the potential for the

most hours is actually the highest, therefor as the hours for field work and data entry categories increase, the overall cost gets closer among all three. The Cost Proposal was 25 points of the overall 100 points scored.

RECOMMENDATIONS

The Selection Committee recommends authorizing the Interim City Manager to negotiate a Pre-Disaster Contract for Debris Management and Monitoring Services with TetraTech, based upon their submitted Proposal dated June 21, 2024 and authorize the Mayor to sign once the language has been approved by the City Attorney.

Attachments: Summary of Scores; Comparison of Cost Proposals; copy of the RFP

RFP2024-06.05 DM
SCORE SHEET SUMMARY

7.2.2024

		Qualif/Exper	Resources/ Availability	Project Approach	FEMA Reporting/Reimbu rsment	Compensation	TOTAL
		20	20	15	20	25	100
Wayne Shaffer	Tetra Tech	19	18	15	20	20	92
	True North	19	18	14	18	20	89
	DebrisTech	18	18	14	18	23	91
Brittney Hogan	Tetra Tech	20	20	15	18	25	98
	True North	20	20	14	16	25	95
	DebrisTech	12	17	10	20	22	81
Jody Weaver	Tetra Tech	20	20	15	20	22	97
	True North	14	18	14	18	24	88
	DebrisTech	15	18	15	20	24	92
Kat Thomas	Tetra Tech	20	19	15	20	25	99
	True North	18	18	14	15	20	85
	DebrisTech	10	15	13	16	10	64

Average Scores

Tetra Tech	96.5
True North	89.3
Debris Tech	82.0

COMPENSATION COMPARISON RFP2024-60.05

Quantities as shown in the Bid Document (ManHours)			Independent Cost Analysis	True North	DebrisTech	TetraTech
1	On-Site Project Manager	150	\$ 99.64	\$ 70.00	\$ 68.00	\$ 75.00
2	DMS and Field Supervisors	350	\$ 60.82	\$ 60.00	\$ 45.00	\$ 45.00
3	Field Monitor	2000	\$ 43.35	\$ 37.00	\$ 36.00	\$ 34.00
4	Operation Manager	150	\$ 76.76	\$ -	\$ -	\$ 60.00
5	DMS and Tower Monitors	1000	\$ 50.00	\$ 36.00	\$ 36.00	\$ 34.00
6	GIS Specialist	40	\$ 60.00	\$ -	\$ 55.00	\$ 50.00
7	Data Entry Manager	60	\$ 71.17	\$ -	\$ 55.00	\$ 55.00
8	Billing/Invoice Anayst	80	\$ 23.00	\$ -	\$ 55.00	\$ 50.00
9	Administrative staff	250	\$ 31.61	\$ -	\$ -	\$ 34.00
			\$ 200,859.70	\$ 141,500.00	\$ 143,850.00	\$ 155,800.00
Bid Quantities with Field work/Data Entry x1.5 (Manhours)			Independent Cost Analysis	True North	DebrisTech	TetraTech
1	On-Site Project Manager	150	\$ 99.64	\$ 70.00	\$ 68.00	\$ 75.00
2	DMS and Field Supervisors	525	\$ 60.82	\$ 60.00	\$ 45.00	\$ 45.00
3	Field Monitor	3000	\$ 43.35	\$ 37.00	\$ 36.00	\$ 34.00
4	Operation Manager	150	\$ 76.76	\$ -	\$ -	\$ 60.00
5	DMS and Tower Monitors	1500	\$ 50.00	\$ 36.00	\$ 36.00	\$ 34.00
6	GIS Specialist	40	\$ 60.00	\$ -	\$ 55.00	\$ 50.00
7	Data Entry Manager	90	\$ 71.17	\$ -	\$ 55.00	\$ 55.00
8	Billing/Invoice Anayst	80	\$ 23.00	\$ -	\$ 55.00	\$ 50.00
9	Administrative staff	250	\$ 31.61	\$ -	\$ -	\$ 34.00
			\$ 281,988.30	\$ 207,000.00	\$ 207,375.00	\$ 216,325.00
Bid Quantities with Field work/Data Entry x2.0 (Manhours)			Independent Cost Analysis	True North	DebrisTech	TetraTech
1	On-Site Project Manager	150	\$ 99.64	\$ 70.00	\$ 68.00	\$ 75.00
2	DMS and Field Supervisors	700	\$ 60.82	\$ 60.00	\$ 45.00	\$ 45.00
3	Field Monitor	4000	\$ 43.35	\$ 37.00	\$ 36.00	\$ 34.00
4	Operation Manager	150	\$ 76.76	\$ -	\$ -	\$ 60.00
5	DMS and Tower Monitors	2000	\$ 50.00	\$ 36.00	\$ 36.00	\$ 34.00
6	GIS Specialist	40	\$ 60.00	\$ -	\$ 55.00	\$ 50.00
7	Data Entry Manager	120	\$ 71.17	\$ -	\$ 55.00	\$ 55.00
8	Billing/Invoice Anayst	80	\$ 23.00	\$ -	\$ 55.00	\$ 50.00
9	Administrative staff	250	\$ 31.61	\$ -	\$ -	\$ 34.00
			\$ 363,116.90	\$ 272,500.00	\$ 270,900.00	\$ 276,850.00

CITY OF PORT LAVACA
DISASTER DEBRIS MANAGEMENT AND MONITORING
RFP 2024-06.05-DM

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Port Lavaca (City) by 2:30 PM, Friday, June 21, 2024, to provide Disaster Debris Management and Monitoring Services.

The City of Port Lavaca seeks proposals from qualified and experienced Disaster Debris Management and Monitoring firms to perform debris management and monitoring services in the event of a major disaster event. The selected Contractor must provide required services in accordance with applicable regulations, including but not limited to: the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health & Human Services (TxDHHS) and the Texas Commission on Environmental Quality (TCEQ).

Proposals must be in accordance with the provisions, specifications, and instructions set forth in the Request for Proposals (RFP) and will be received by Interim City Manager Jody Weaver, at 202 North Virginia Street, Port Lavaca, TX 77979 until the above-noted date and time when they will be publicly acknowledged and accepted.

The complete submission requirements, evaluation criteria, and other information concerning this RFP are available for download at: www.portlavaca.org. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. General, Process, or Technical Questions concerning this solicitation should be directed to Interim City Manager Jody Weaver at jweaver@portlavaca.org or by calling 361-827-3601. The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals, and firms using subcontractors/sub-consultants must solicit such firms in their procurement process. The City is an Affirmative Action/Equal Opportunity Employer.

Request for Proposal

Disaster Debris Management & Monitoring

The City of Port Lavaca, Texas (City) is seeking to establish a pre-event contract with a qualified firm to provide disaster debris monitoring management services to ensure that debris removal operations are efficient, effective, **and eligible for FEMA Public Assistance grant funding**. It is proposed that if a contract is entered into as a result of this RFP, it will be a unit price contract for no more than 36 months, will be dependent upon the number of disasters, and doesn't guarantee or involve an annual minimum. The awarded disaster debris monitoring management contractor (hereinafter referred to as DMC) shall advise and support the City in its procurement of a debris removal contractor (hereinafter referred to as DRC) (if applicable), during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the City's DRC(s) and recommending efficiencies to improve and expedite DRC recovery work. **All work under the awarded contract shall be consistent with the most recent publication of the "Public Assistance Debris Monitoring Guide" as published by FEMA.**

1.0 GENERAL

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from the point of collection to final disposal.

In the event of a disaster or emergency, the DMC shall service the City first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and well-being of all residents and visitors to the City. The response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Task Order issued by the City.

The response of the DMC to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state, or local regulation to ensure that the City shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The DMC shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency.

Any subcontracts issued under this contract must comply with the necessary affirmative action steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR200.321. The use of any contractor or subcontractor that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the DMC to ensure that any proposed subcontractors/sub-consultants are in good standing with the OFCCP and not on the debarment list.

The contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the City's Debris Manager or designee as changes occur.

2.0 DEFINITIONS

1. City Debris Manager: The City's Debris Manager is the Director of Public Works.
2. Data Manager: Manager of data collected from monitoring operations and employed by the DMC.
3. Debris Removal Contractor (DRC): Contractor(s) under contract with the City to remove storm-deposited debris according to state and federal guidelines.
4. Debris Management Site (DMS): A Texas Commission on Environmental Quality authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period prior to final disposal.
5. Disposal Site/Tower Monitor: An employee of DMC was assigned to the debris management site to monitor DRC's performance. Duties include, but are not limited to, ensuring the debris is eligible, to quantifying and accurately documenting debris loads consistent with FEMA and FHWA guidelines.
6. Debris Monitoring Contractor (DMC): Debris monitoring contractor, including employees, partners, principals, agents, and assignees who are a party to the agreement to provide services.
7. Eligible Debris: As determined by FEMA Section #325 Debris Management Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the Debris Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.
8. TCEQ: Texas Commission on Environmental Quality.
9. TxDOT: Texas Department of Transportation.
10. FEMA (Federal Emergency Management Agency): A funding source to the City through the State of Texas, for activities during an event declared a disaster by the President of The United States.
11. Field Supervisor: Employee of the DMC who oversees field monitor crews.
12. Field Monitor: Employee of the DMC who oversees the DRC's debris removal activities and issues load tickets.
13. FHWA (Federal Highway Administration): The FHWA, through the Emergency Relief Program administered by the Texas Department of Transportation, is a federal funding source for work on Federal-Aid ("on-system") roadways and facilities.
14. Project Manager (PM): Employee of the DMC who functions as the primary point of contact for the City and is responsible for the overall project management and coordination of the debris monitoring services.

3.0 DESCRIPTION OF SERVICES

The DMC shall provide disaster debris monitoring management services to support the City in the management of disaster debris removal & recovery resulting from but not limited to catastrophic events such as hurricanes, floods, or tornadoes. When a major disaster occurs or is imminent, the City will contact the DMC to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the DMC should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Calhoun County.

The contractor shall be capable of assembling, directing, and managing a workforce that can complete the debris monitoring operations in a **maximum of 120 calendar days**. The contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the latest Public Assistance Program and Policy Guide (PAPPG) and Disaster Recovery Reform Act (DRRA).

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes:

- verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded;
- on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas;
- verification that the contractor is working efficiently and in its assigned contract areas;
- verification that all debris management sites have access control and security.

All work shall fully comply with the requirements of the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state, and Federal Disaster Specific Guidance (DSG) documents, and FEMA latest fact sheets and policies.

These services will include the following activities but are not limited to:

1. Project Manager Responsibilities:
 - a. Assist the City as needed with the proper procurement of a Debris Removal Contractor(s);
 - b. Ensure a sufficient number of trained debris monitors are available to monitor all “first push”, cut and toss debris clearance operations, “first pass” and subsequent passes of debris removal and hauling activities;
 - c. Provide tower/disposal site monitors to observe and record all debris loads entering the debris management sites;
 - d. Provide tower/disposal site monitors to observe and record all debris loads exiting the debris management sites for final disposal;
 - e. Provide data entry and document processing personnel if applicable;
 - f. Conduct safety meetings with field staff as necessary;
 - g. Respond to and document issues regarding complaints, damages, accidents, and incidents involving the DMC or DRC personnel and ensure that they are fully documented and reported to the City’s Debris Manager or designee.
 - h. Coordinate daily briefings with the City and the DRC, daily status reports of work progress and staffing;
 - i. Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
 - j. Review and reconcile debris removal contractor invoices submitted to the City; and,
 - k. Ensure preparation and submission of interim operations and status reports and a final report, as directed by the City.

2. Field Monitoring Staff Responsibilities:

DMC shall provide sufficient trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of monitors shall include, but are not limited to, the following:

- a. Accurately measure and certify truck capacities (recertify on a regular basis).
- b. Quality assurance/control of truck certification measurements throughout the life of the project.
- c. Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways – first push (cut & toss) and first pass and for second and subsequent passes on all roadways, as directed by the City.
- d. Properly and accurately complete and physically control load tickets (in the tower and field).
- e. Ensure that trucks are accurately credited for their load.
- f. Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted).
- g. Validate hazardous trees, including hangers, leaners, and stumps.
- h. Ensure that hazardous wastes are not mixed in loads.
- i. Ensure that all debris is removed from trucks at Debris Management Sites (DMS).
- j. Report if improper equipment is mobilized and used.
- k. Report if contractor personnel safety standards are not followed.
- l. Report if general Public Safety Standards are not followed.
- m. Report if completion schedules are not on target.
- n. Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- o. Assure that force account labor and/or DRC work is within the assigned scope of work.
- p. Monitor site development and restoration of DMS.
- q. Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- r. Record the types of equipment used (Time & Materials contract).
- s. Record the hours equipment was used, including downtime of each piece of equipment by day (Time & Materials contract).
- t. Disposal Site / Tower Monitors shall observe and record truck quantity estimates of inbound and outbound debris.
- u. Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS.
- v. Ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
- w. Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
- x. Document and report activities to the City that may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- y. Document and report to the City damages that occur on public or private property as a result of DRC operations.

- z. Document and report to the City regarding any violations of TCEQ debris site conditions. If TCEQ debris site conditions are violated the DMC shall oversee tasks, sufficiently to satisfy the TCEQ, performed by the DRC.
- 3. Data collection/documentation.
- 4. Management of designated debris staging and processing sites.
- 5. Review and validate DRC invoices prior to submission to City for processing and payment.
- 6. Provide other project management services, including emergency communications.
- 7. FEMA compliance monitoring/audit oversight, and reimbursement support, including but not limited to:
- 8. Field monitoring
- 9. Truck and trailer certification
- 10. Load ticket process development, validation, and all accounting services
- 11. Filing/reporting of documents for the FEMA reimbursement process
- 12. Infrastructure damage and repair assessments.

4.0 DATA MANAGEMENT AND DOCUMENTATION

The DMC shall ensure all necessary documentation is provided to the City as follows:

- 1. Ensure all eligible debris removal operations activities are documented and tracked specifically to the FEMA Public Assistance program or other applicable federal, state, or local agencies.
- 2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
- 3. Completion of truck certifications, equipment certifications, and establishment of a Quality Assurance and Quality Control (QA/QC) program throughout the life of the project.
- 4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other federal, state, or local programs, etc.
- 5. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photographic records, GPS coordinates, street or milepost identifier, and/or other information as available and applicable.
- 6. Environmental authorizations and/or permits as applicable.
- 7. Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the City Debris Manager or designee.

8. Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
9. Provide a certified weigh master if requested.
10. Assist the City in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.
11. Organize, maintain, and provide the City with electronic copies of cost justification documentation sufficiently, all documentation and information related to the project shall be surrendered to the City upon completion of the project.

5.0 REPORTING

Unless otherwise specified, the DMC shall provide daily status reports of the debris removal operations, prepare interim reports (as directed by the City), and a final report of the debris removal operations.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material, cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in the field, cubic yards/tons by debris type hauled to final disposition and location of final disposal, and total cubic yards/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the City. A final report covering the history of the operations; the locations of debris management sites; remediation and debris management site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities, and salvage facilities used during operations. The report may include the identification of weaknesses in the operations and recommendations for future debris activities.

6.0 MEETINGS/COMMUNICATIONS

1. Conduct daily meetings with the City and the DRC.
2. Conduct field meetings as needed.
3. Provide phone consultations and reference information to City staff upon request.

7.0 PERMITS

DMC shall:

1. Assist the City with any permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
2. Assist the City with any pre- or post-sampling of soil and groundwater, and,
3. Monitor compliance by the DRCs to any permit requirements.

8.0 COMMUNITY RELATIONS SUPPORT SERVICES

In addition, the DMC will be required to provide comprehensive community relations support during all phases of the disaster debris recovery including but not limited to:

1. Providing the City with comprehensive progress reports
2. Damage complaint investigations and resulting resolution reports
3. Media Relations
4. Preparing any necessary audio/visual products, including factsheets
5. Establishing telephone call centers
6. Participating in public meetings

9.0 OTHER RELATED SERVICES

1. Perform damage assessments to determine areas impacted and quantities and types of debris.
2. Training of selected City staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with contractors, county, state, and federal agencies as directed by the City's Debris Manager or designee.
3. Additional Services – Services not specifically identified in any written agreement derived from this request may be added to the agreement upon mutual written consent of the contracting parties without further competition.

10.0 ANNUAL SERVICES

DMC shall provide the following annual services to the City: (if there are specific additional fees for this, indicate so in the proposal)

1. Attend one (1) meeting annually for pre-event planning to occur in April or May of each year.
2. Prepare and present at the annual meeting, a written plan of operations to the City, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors.
3. Review and visit with City staff, the DMS location(s) to be used (as applicable).

11.0 MONITORING LOCATIONS

Anticipated locations to be monitored:

1. Public rights-of-way within the City
2. Potential Debris Management Site(s):
 - Calhoun County Fairgrounds site (Airline Drive)
 - Old Landfill site at the Harbor of Refuge (south of town)
 - Other sites may be leased by the DRC

12.0 INVOICING/PAYMENT

1. DMC shall submit invoices no less often than a monthly basis and no more often than a bi-monthly basis to the City.
2. DMC shall ensure all contract quantities for both DRC and DMC are documented and recorded according to current federal requirements, including time at disposal sites estimating loads on incoming and outgoing debris loads.
3. Maintain a database of all contract quantities, perform DRC invoice verification for the City, and resolve any discrepancies that may exist.

4. All invoices shall be submitted in an acceptable format to the City in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.
5. Payment Schedule: Invoices will be processed for payment only after approval by the City's Debris Manager or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate, and consistent by the City's Debris Manager or designee
6. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record-keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.
7. No administrative, reporting, and/or clerical expenses will be paid. Administrative, reporting, and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, and Roving Debris Monitors.
8. Billable time shall be limited to hours when debris-hauling trucks are in operation. The City's Debris Manager or designee shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truckload tickets.
9. All load tickets, forms, reports, and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.
10. No overtime rates will be paid.
11. Final invoice shall be submitted to the City no later than thirty (30) calendar days following final acceptance of the individual task requested by the City.
12. Payment of expenses considered incidental to the execution of the contract is at the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a citywide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or DMC. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. The City reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

13.0 COMPLIANCE WITH 44CFR AND 2CFR PART 200 and other requirements

Services required may include, but may not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the City's and any federal, state, or local funding agency such as FEMA, FHWA, EPA, TCEQ, HUD/CDBG-DR or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing an and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes, and ordinances:

- latest publication of the FEMA Public Assistance Debris Monitoring Guide.
- 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>
- Code of Federal Regulations, 4 CFR part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments <https://www.ecfr.gov/current/title-44/chapter-I/subchapter-D/part-206?toc=1>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

- Suspension and debarment (§200.213)
- Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms (§200.321)
- Procurement of recovered materials (§200.322)
- Equal Opportunity Clause (§60-1.4)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- Compliance with Copeland “Anti-Kickback” Act

All work shall fully comply with the requirements of the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state, and Federal Disaster Specific Guidance (DSG) documents, and FEMA latest fact sheets and policies.

14.0 EVALUATION CRITERIA

Proposal Evaluation

The City will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The City will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the City.

The City reserves the right to waive any informality in any proposal to accept any proposal that it considers to be in the best public interest and to reject any or all proposals. **The decision of the City shall be final.**

Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation Committee

member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Total Point assignments from each Committee member will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking.

Evaluation Criteria	Maximum Points
Qualifications/Experience	20
Resources and Availability	20
Project Approach & Management	15
FEMA Reporting & Reimbursement	20
Compensation	25
Total	100

If presentations are requested, for evaluation purposes, presentation points assigned will stand alone. The maximum presentation points a Proposer can receive is 5 points. The Proposers selected for interviews under this section will be notified in writing of the date and time for presentation, The Proposers' presentations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

15.0 PROPOSAL CONTENT

Proposals submitted in response to this RFP should follow the format described below. You are asked to respond fully and accurately to all questions/requests.

Proposals should be organized, tabbed by letters below, and shall respond to each of the Criterion listed below in the same order listed. **ORIGINAL PROPOSAL SHALL BE EASILY REPRODUCIBLE. DO NOT BIND OR STAPLE ORIGINAL. ALL PROPOSAL COPIES SHALL BE SUBMITTED IN BINDERS.**

One (1) original and Three (3) hard copies of the proposal as well as one digital PDF on a thumb drive are required. The proposal must be signed by a person having the authority to bond the firm in a contract.

The Proposal must clearly indicate **“City of Port Lavaca- RFP 2024-06.05 – DEBRIS MANAGEMENT AND MONITORING”**.

The failure of any Proposer to provide detailed information regarding proposal content may result in the reduction of points in the evaluation process. Provide clear detailed responses to each criterion below:

Qualifications/Experience

Describe your firm's qualifications and experience in providing the City with the requested services. Include in your response:

1. General information about your firm including the location of the principal office and/or significant branch offices, which office would be directly responsible for the contract if awarded, the number of years providing these services, and the number of staff your firm employs.
2. Identify the Project Manager and list of other key personnel to be used in a resulting agreement, which shall include names and resumes. All such positions and their purpose or role in the monitoring operations shall be identified.
3. Organizational Structure and Chain of Command Chart
4. Provide demonstrated knowledge, experience, and expertise in all requirements and regulations established by the Federal Emergency Management Agency (FEMA) and reimbursement rules and procedures, Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corp of Engineers (USACE), Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in this RFP.
5. Past Performance: Provide a list of the firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are equivalent to the anticipated debris of a minimum Category 1 storm, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.
6. Documentation of past safety performance. Include the company's safety log summaries to the OSHA and those of proposed subcontractors for the 2020, 2021, 2022, and 2023 calendar years.
7. Describe the types of problems your firm has encountered on similar projects, and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.
8. State your firm's bonding capacity. Attach a letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.
9. A list of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
10. List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.
11. Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles, and phone numbers/email addresses.
12. Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.
13. Submit a result of a www.sam.gov search indicating the firm and its owner(s) are in good standing with the OFCCP and not on the debarment list.

Resources & Availability

This section shall clearly define the availability of the Proposer's managers and key personnel, as well as demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

1. Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
2. Subcontractors: Provide a list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors. All subcontractors must obtain results from www.sam.gov.
3. Equipment: Provide details of the firm's fleet, and inventory of equipment and supplies that will be available following a disaster event. Include the location of the warehouse(s) used to store the firm's equipment and supplies. The City expects that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.
4. Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per year and a percentage of the total workload for all key project personnel.
5. Current Contracts: Provide a list of all of the firm's contractual obligations within Texas for similar disaster debris monitoring services. Include the name of a public agency, their contact information, and FEMA contacts (if available). Describe the firm's ability to manage the activation of multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from responding to the City with the firm's full force of manpower and equipment.
6. Provide Proposer's balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer or an independent Certified Public Accountant, and the latest D & B report.

Project Approach & Management

The information presented shall be in enough detail to enable the City to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

1. Provide your firm's procedures for disaster debris monitoring including but not limited to:
 - a. Mobilizing procedures (including subcontractors). Provide a breakdown of the time required to perform each associated task.
 - b. DMS monitoring procedures, including automated debris tracking and reporting systems, truck capacity monitoring, truckload verification, ineligible debris, C & D debris, hazardous waste, HHW, e-waste, white goods, wet debris, soil/mud/sand, vehicles/vessels, putrescent debris, infectious waste, chemical/biological/radiological/nuclear-contaminated debris, site safety plan
 - c. Tracking source location, debris type, and documentation to City and FEMA.
 - d. Managing subcontractors and field staff
 - e. Specialized debris removal services
 - f. Employee Training Program
 - g. Health and Safety program
 - h. Data management
 - i. Incident Reporting
 - j. Quality Control program
 - k. Vehicle certification procedures
 - l. Complying with requirements of FEMA, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction, and any other governmental agency with jurisdiction
 - m. Load tickets and associated reporting processes

- n. Documenting, tracking, and resolving issues or damages
 - o. Documenting, tracking, and resolving complaints
 - p. Reporting (daily progress reports, etc.)
 - q. DRC invoice reconciliation and data management
 - r. Communications during a disaster event recover
 - s. Demobilization
 - t. Audit support
2. Provide additional pertinent information as needed.
 3. Describe materials and assistance needed from the City.

FEMA / Other Government Agencies with Jurisdiction - Reporting and Reimbursement

Describe firm's reporting and reimbursement management program. Provide information about the Automated Debris Management Software (ADMS) that will be used.

Compensation

Provide the compensation schedule in Attachment A. The hourly rates shall be fully burdened to include all costs, all applicable overhead, and profit (including lodging, meals, and transportation). For contractual responsibilities required under this solicitation, the City of Port Lavaca will plan on using the standard services contract provided by the firm selected, with amendments as may be recommended by the City Attorney.

Insurance

Provide a copy of current insurance certificates or policy declarations page. The City will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate general liability, auto liability, professional liability (errors and omissions), and workers' compensation insurance coverage via a certificate of insurance or copy of policy declaration pages. Describe how you would provide the same and in what coverage amounts.

Conflict of Interest

Please list any political contributions of money, in-kind services, or loans made to any member of a city council within the last three years by the firm and any of its agents or employees assigned to this project.

Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in immediate removal from the work site.

References

Provide three professional references from projects as similar as possible to the proposed project. Include with each, the name, address, email address, and work telephone number of the reference as well as a brief description of the nature of the professional association.

Exceptions

Provide all exceptions to RFP terms and conditions (cite specific RFP sections applicable to each exception). These exceptions shall be considered to be negotiable items and any final agreements will be in addition to the City's Standard Terms and Conditions as well as any future terms and conditions incorporated via Addendum to this RFP.

Attachment A - Pricing Schedule

Disaster Debris Management & Monitoring Services

Hourly rates shall include all costs including overhead and profit, lodging, meals, and transportation.

Section A - Listed Staff Positions

Item No.	Position	Estimated Project Hours*	Hourly Rate	Extended Cost
1	On-Site Project Manager	150		
2	DMS and Field Supervisors	350		
3	Field Monitors	2,000		
4	Operation Manager	150		
5	DMS and Tower Monitors	1000		
6	GIS Specialist	40		
7	Data Entry Manager	60		
8	Billing/invoice Analyst	80		
9	Administrative Staff	250		
TOTAL SECTION A:				

***Quantities and hours shown are for price proposal evaluation purposes only and do not represent the actual or anticipated volume of contract work.**

Section B - Additional Required Staff Positions

List all other positions not listed in Section A, along with the hourly rate, that Proposer will utilize to perform the services presented in this RFP. *Based upon the estimated project hours provided in Section A and your experience, please estimate the number of hours that the Additional Required Staff Positions will be required.

Item No.	Position	Hours*	Hourly Rate	Extended Cost
TOTAL SECTION B:				

Section C - Optional Staff Positions

List optional staff positions that may provide an added benefit to the City and would be provided at the City's request.

Item No.	Position	Hourly Rate	Extended Cost
TOTAL SECTION C:			

Proposer (Company Name) _____

Authorized Representative (Print) _____

Authorized Representative (Signature) _____

Date: _____

ADDENDUM NO. 1

REQUEST FOR PROPOSAL (RFP)

FOR DEBRIS MANAGEMENT AND MONITORING

RFP 2024-06.05

Date: 06.18.2024

Please make the following changes to RFP 2024-06.05

- **14.0 EVALUATION CRITERIA**

Add the following:

The points shall be assigned by a scoring committee based upon their discretion after careful review of all respondents. Points for compensation will be assigned based upon how the cost proposals compare to the independent estimate and fit within the range of cost proposals received.

- **Attachment A - Pricing Schedule**

Clarification: The estimated hours for Field Monitors is 2,000 hours

Clarification: The cost for use of ADMS should be included in the hourly rates provided for each position

There are no other changes to RFP 2024-06.05



Interim City Manager
JoAnna P. Weaver, P.E.
jweaver@portlavaca.org

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board for a request to the Ordinance Chapter 26- Manufactured Housing and Recreational Vehicles for a manufactured home to be placed on a residential lot that is not in a manufactured housing park. The property is described as Block 47, Lot 1 of the Original Townsite (723 S. Benavides Street). Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

PB MEETING: July 08, 2024 **AGENDA ITEM** _____

DATE: 06.28.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: To consider a Variance to Ordinance Chapter 26- Manufactured Housing and Recreational Vehicles for a manufactured home to be placed on a residential lot that is not in a manufactured housing park. The property is described as Block 47, Lot 1 of the Original Townsite (723 S. Benavides St.).

Chapter 26 – Manufactured housing

In accordance with Chapter 26.4(2)(c) of City of Port Lavaca Code of Ordinances, HUD-Code manufactured housing shall be installed only in a manufactured housing park, manufactured housing subdivisions or other property approved by the building official as described in the remainder of this subsection. A HUD-Code manufactured home will be permitted to be installed on any lot on which a manufactured home was situated in the past 180 days.

Jacob Benjamin is requesting a variance to place a manufactured home on 723 S. Benavides Street. Mr. Benjamin’s variance application explains that his request is due to medical necessity. Mr. Benjamin states that he has purchased a new manufactured home, and the land purchase is contingent on the variance approval. He has also included a note from his primary care provider that states that he should live within three (3) minutes response rate by EMS or to get to the hospital.

According to the tax role, the current property owner is Larry R. Johnson c/o Elsa P. Johnson.

When considering whether to grant a variance, the Board must make specific findings that (1) it meets the intent of the ordinance and substantial justice will be provided to the applicant; (2) the variance is not contrary to public interest; and (3) that due to special conditions, literal enforcement of the ordinance would result in an unnecessary hardship to the property owner.

An unnecessary hardship does not include a hardship created by the property owner. The hardship must be unique to the property. The variance request for a manufactured home to be permanently installed on 723 S. Benavides does not meet the intent of the Code of Ordinances. Furthermore, the property does not have unique hardships to prevent meeting the spirit of the ordinances. Therefore, staff recommends denial as per the aforementioned ordinance citation.

Staff Recommendation: Denial

Planning Board Recommendation: Motion was to deny the variance contingent on the legality of the specific use permit for the sole and singular use for the applicant.

Attachments:

- Request for Variance Form
- Calhoun County Appraisal District Summary
- Calhoun County Appraisal District Parcel Image

Property Details		
Account		
Property ID:	17363	Geographic ID: S0001-00470-0001-00
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	723 S BENAVIDES ST PORT LAVACA, TX 77979	
Map ID:	S0001-00470-0001-00	Mapsc0: 1600.3
Legal Description:	PORT LAVACA ORIGINAL TOWNSITE, BLOCK 47, LOT 1	
Abstract/Subdivision:	S0001 - PORT LAVACA ORIGINAL TOWNSITE	
Neighborhood:	1600	
Owner		
Owner ID:	100135	
Name:	JOHNSON LARRY R	
Agent:		
Mailing Address:	JOHNSON ELSA P 710 S SAN ANTONIO PORT LAVACA, TX 77979	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values	
Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$7,700 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value: \$7,700 (=)	
Agricultural Value Loss:	\$0 (-)
Appraised Value: \$7,700 (=)	
Homestead Cap Loss:	\$0 (-)
Assessed Value: \$7,700	
Ag Use Value:	\$0

Values displayed are 2024 preliminary values and are subject to change prior to certification. Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction
Owner: JOHNSON LARRY R %Ownership: 100.0%

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CITY OF PORT LAVACA



City of Port Lavaca Request for Variance

RECEIVED

JUN 17 2024

Date: 6/15/24

Name: Jacob Benjamin

Address: 414 S. Lavaca

Variance being requested: manufactured home to be placed at 723 S. Benavides St.

Reason for request: Medical Necessity. I am currently living in a travel trailer which is unsuitable for my needs. I have purchase a brand new manufactured home. I have a contract for sale pending for the above address through Gulf Coast Title, contingent upon a variance being granted. It is essential that I live with the city as outlined by the attached letter from my primary care physician.

Jacob Benjamin
Signature

361 336 918
Phone number

Date of Planning Board: 6/25/24

Received by: [Signature]



John B. Wright, MD
Port Lavaca Clinic Associates, PA
1200 North Virginia
Port Lavaca, TX 77979

361-552-6721
Fax: 361-552-7463

Re: Benjamin, Jacob, DOB 12/15/1957

6/11/2024

To Whom it May Concern,

I have been Mr. Benjamin's primary care provider for the past 8 years. He has several critical illnesses including having a tracheostomy secondary to vocal cord paralysis. In addition, he has atrial fibrillation and diabetes mellitus. He has also poor mobility due to osteoarthritis and respiratory issues. He can suddenly become incapacitated due to his medical problems and response times that vary by minutes can make huge difference in his possible outcome. Ideally, he should live within 3 minutes response rate by EMS or to get to the hospital.

Should you have any questions, do not hesitate to call: 361-552-6721.

Sincerely,

A handwritten signature in black ink that reads "John B. Wright, MD". The signature is fluid and cursive, with a long horizontal stroke at the end.

John B. Wright, MD
Port Lavaca Clinic Associates, PA

COMMUNICATION

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

INFORMATION:

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

COMMUNICATION

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

INFORMATION:

