



CITY COUNCIL REGULAR MEETING

Monday, July 14, 2025 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 14, 2025 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 items listed.

[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/89694414266?pwd=WhKbUgEcHX9XWuNuAQR1ZvCESeMM2K.1>

Meeting ID: 896 9441 4266

Passcode: 719529

*One Tap Mobile +13462487799,,89694414266#,,,*719529# US (Houston)*

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- I. ROLL CALL**
- II. CALL TO ORDER**
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. PRESENTATION(S)**
- VI. COMMENTS FROM THE PUBLIC**

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

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

- A. Minutes of June 02, 2025 Workshop Session
- B. Minutes of June 09, 2025 Regular Meeting
- C. Minutes of June 30, 2025 Special Meeting
- D. Review of Credit Card Statement
- E. Receive Monthly Financial Highlight Report
- F. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- G. Receive Development Services Quarterly Report 04.04.2025 thru 06.30.2025
- H. Receive Quarterly Capital Projects Progress Report 04.01.2025 thru 06.30.2025
- I. Ratify Port Commission boat slip at Smith Harbor to Ausencio Reyna Rubio commencing 05.01.2025 thru 04.20.2025
- J. Receive Public Workshop Event Recap report from LJA Architects regarding the Port Lavaca Parks & Recreation Master Plan
- K. Receive Employee Training Review Acknowledgment report ending 06.30.2025

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

- 1. Receive presentation from Victoria Economic Development Corporation (VEDC) Regional Partnership regarding activities in Port Lavaca, Calhoun County, and the Region. Presenter is Jonas Titas
- 2. Consider the request of United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 20, 2025. Presenter is Tania French
- 3. 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
- 4. Consider approval of a Memorandum of Understanding between Texas A&M University-Corpus Christi on behalf of its Harte Research Institute for Gulf of Mexico Studies and the City of Port Lavaca. Presenter is Jody Weaver

5. Consider Resolution No. R-071425-1 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations Procurement Method. Presenter is Jody Weaver
6. Consider Resolution No. R-071425-2 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Prevailing Wage Rate. Presenter is Jody Weaver
7. Consider Resolution No. R-071425-3 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Delegation of Authority. Presenter is Jody Weaver
8. Consider Resolution No. R-071425-4 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Selection Committee and Proposal Ranking Criteria. Presenter is Jody Weaver
9. Consider Second and Final reading of an Ordinance (G-4-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Part II, Chapter 34 Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units; Chapter 36 Signs; and adding Chapter 35 Garage Sales; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
10. Consider Second and Final reading of an Ordinance (G-5-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Part II, Chapter 12 Buildings and Building Regulations, Addition of New Article V Building and Standards Commission; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
11. Consider First reading of Ordinance (G-7-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Part II, Chapter 8 Amusement and Entertainments, Section 8-22 Location and number of machines allowed within city limits; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
12. Consider First reading of an Ordinance (G-8-25) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding traffic control signs in Brookhollow Subdivision; Repeal Clause and effective date. Presenter is Colin Rangnow
13. Announcement by Mayor that City Council will retire into closed session:
 - To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Municipal Court Judge]). Presenter is Mayor Whitlow
14. 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 14, 2025**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Wednesday, July 09, 2025**.

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 02, 2025 Workshop Session

INFORMATION:



CITY COUNCIL WORKSHOP

Monday, June 02, 2025 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 2nd day of June, 2025, the City Council of the City of Port Lavaca, Texas, convened in a Workshop Session at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Tim Dent	Councilman, District 2
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Rose Bland-Stewart	Councilman, District 5
Justin Burke	Councilman, District 6

And with the following absent:

Allen Tippit	Councilman, District 3
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Constituting a quorum for the transaction of business, at which time the following business was transacted:

WORKSHOP SESSION

II. CALL TO ORDER

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

III. COMMENTS FROM THE PUBLIC

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

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

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

1. Discuss amendments to the Budgetary and Financial Management Policies for Fiscal Year 2025-2026. Presenter is Brittney Hogan

Council discussed this agenda item.

No action necessary and none taken.

2. Discuss Capital Planning and Budget Priorities for 2025-2026 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

Seconded by Councilman District

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Workshop adjourned at 6:28 p.m.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of June 09, 2025 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, June 09, 2025 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 9th day of June 2025, 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
Allen Tippit	Councilman, District 3
Rose Bland-Stewart	Councilwoman, District 5
Justin Burke	Councilman, District 6

And with the following absent:

Tim Dent	Councilman, District 2
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem

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

II. CALL TO ORDER

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

III. INVOCATION

- Former Council Member Jim Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

- Employee Service Award
 - Boyd Staloch - 40 Years – Fire Department

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 there were none.

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

A. Minutes of December 09, 2024 Regular Meeting

B. Review of Credit Card Statement

C. Receive Monthly Financial Highlight Report

D. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

E. Receive Capital Improvement Projects (CIP) Progress Report 10.01.2024 to 12.31.2024

F. Receive Development Services Department Quarterly Report 10.01.2024 to 12.31.2024

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 approves all consent agenda items as listed.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

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

1. **Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:**

(a) 1216 Tilley

(b) 500 Blk N. SanAntonio (Property ID 21373)

(c) 423 N. Guadalupe

Mayor opened Public Hearing at 6:43 p.m.

Mayor closed Public Hearing at 7:00 p.m.

No action necessary and none taken.

2. **Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on June 09, 2025**

(a) 1216 Tilley

(b) 500 Blk N. SanAntonio (Property ID 21373)

(c) 423 N. Guadalupe

(a) 1216 Tilley

Melissa Moreno was in attendance from Lubbock and is one of the heirs to the Jesse Moreno estate. She is going to contact her uncle, owner of Moreno Construction, to assess whether the structure could be refurbished or if it needs to be demolished. Staff is recommending Council declare this property substandard and will allow the property owner sixty (60) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and if necessary, place a lien on the property.

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 recommendation of staff, Council hereby finds that the following property listed, 1216 Tilley, located in the City of Port Lavaca, Texas, is in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on June 09, 2025:

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner sixty (60) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and if necessary, place a lien on the property.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

(b) 500 Blk N. SanAntonio (Property ID 21373)

Staff is recommending Council declare this property substandard and will allow the property owner sixty (60) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and if necessary, place a lien on the property.

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 finds that the following property listed, 500 Blk N. SanAntonio (Property ID 21373), located in the City of Port Lavaca, Texas, is in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on June 09, 2025:

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner sixty (60) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and if necessary, place a lien on the property.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

(c) 423 N. Guadalupe

Staff is recommending Council declare this property substandard and will allow the property owner thirty (30) days to secure the building, if the property owner does not adhere to this, the Council authorizes staff to proceed with securing and monitoring the building, and to place a lien on the property.

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 finds that the following property listed, 423 N. Guadalupe, located in the City of Port Lavaca, Texas, is in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on June 09, 2025:

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner thirty (30) days to secure the building, if the property owner does not secure the building within thirty (30) days, then Council authorizes staff to proceed with securing and monitoring the building, and to place a lien on the property.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

3. **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 at 710 p.m. 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 Jim Ward in no longer serving as City Council Member and as such, has resigned his position; and Rose Bland-Stewart 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	Rose Bland-Stewart,	Council Member District 5
Director	Justin Burke,	Council Member District 6
Registered Agent	Anne Marie Odefey	City Attorney

Mayor Whitlow called the annual corporate meeting closed at 714 p.m.

No action needed and none taken.

4. **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 at 7:14 p.m. 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 Jim Ward in no longer serving as City Council Member and as such, has resigned his position; and Rose Bland-Stewart 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	Rose Bland-Stewart,	Council Member District 5
Director	Justin Burke,	Council Member District 6
Registered Agent	Anne Marie Odefey	City Attorney

Mayor Whitlow called the annual corporate meeting closed at 717 p.m.

No action needed and none taken.

5. **Receive the 2026 proposed Budget from the Calhoun County Appraisal District (CCAD) as required by Sec. 6.06 (A) of the Texas Property Tax Code to the Governing bodies of the Taxing Units within. Presenter is Chief Appraiser Paul Spaeth**

Paul Spaeth, CCAD Chief Appraiser, presented Council the 2026 proposed Budget from the Calhoun County Appraisal District (CCAD) as required by Sec. 6.06 (A) of the Texas Property Tax Code to the Governing bodies of the Taxing Units within. A copy is in the office of the City Secretary, in its entirety.

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 accepts the 2026 proposed Budget from the Calhoun County Appraisal District (CCAD).

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

6. **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, via Zoom, that the term of Port Commissioner Robert Knox is up in July and he has indicated that he is unable to serve another term.

In the May 28 issue of the Port Lavaca Wave, I published an advertisement saying that the City of Port Lavaca is looking for individuals to join our Boards and Commissions and indicated the openings currently available. The only response was from Jim Ward sending a letter of interest to be appointed to the Port Commission.

As you recall, the City Attorney has indicated that Jim Ward would be **eligible** to serve since the office of Port Commissioner was not 1) created by nor 2) was any compensation for the office set by Council while Jim Ward was a member of the Council. Below is a copy of the text from the Charter:

- ***Sec. 3.12. - Ineligibility to appointment or election to office.***
 - *No member of the Council shall be eligible to be elected or appointed to any office created by, or the compensation of which was increased or fixed by the Council while he/she was a member thereof. until after the expiration of at least one year after he/she has ceased to be a member of the Council.*

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby appoints Jim Ward to the Port Commission as a Board Member to serve a new two-year term.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

7. **Consider appointment and/or re-appointment of representative(s) to the Golden Crescent Regional Planning Commission (GCRPC) General Assembly and Board of Directors. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council, via Zoom, that the City's current representation on the Golden Crescent Regional Planning Commission is as follows:

- General Assembly (GA) - meets 1 x per year; Board of Directors (BOD) meets approximately monthly;
- General Assembly Seat #1: Allen Tippit (serves also as Cities of Calhoun County Board of Directors representative); and
- General Assembly Seat #2: Rosie Padron.

Options for Action:

- 1) Approve Yes or No to continue Allen Tippit as the Cities of Calhoun County BOD representative.
- 2) Vote for no change to our representation OR select new representation for GA Seats #1 and #2. Note that Allen could remain on the BOD and two different council persons could sit on the GA. In other words these 3 seats (1 Board of Directors and 2 General Assembly) could be three separate individuals.

The Board of Director position is a 1 year term beginning 09/01/2025; and the General Assembly positions are 2 -years terms beginning 09/01/2025.

Motion made by Councilman District 1 Aguirre

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

THAT, Council hereby nominates Councilwoman Rosie Padron and Councilwoman Rose Bland-Stewart to the General Assembly of the Golden Crescent Regional Planning Committee (GCRPC) representing the City of Port Lavaca, for a one-year term, beginning September 01, 2025 through August 31, 2026.

BE IT FURTHER RESOLVED THAT, Council hereby nominates Councilman Allen Tippit to the Board of Directors of the Golden Crescent Regional Planning Committee (GCRPC) for a two-year term, beginning September 01, 2025 through August 31, 2027.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

8. **Consider approval for a Snow Cone Stand to be located on the corner of Seadrift Street and West Austin, Property ID 22087. The legal description is Lot 18 & PT of 19 of Block 7 of the South Park Subdivision (1111 W. Austin St.). Presenter is Derrick Smith**

Development Services Director Smith advised Council that Manuela Olachia has requested a Snow Cone stand to be located at 1111 W. Austin Street, the corner of Seadrift Street and West Austin Street. This request complies with the Future Land Use Plan.

He said that the Planning Board did not meet to discuss this item due to a lack of quorum.

Staff recommends Council approve this request.

Motion made by Councilwoman District 5 Bland-Stewart

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 Manuela Olachia of a conceptual plan for a Snow Cone stand to be located on the corner of Seadrift Street and West Austin (1111 W. Austin Street).

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Voting Nay:

Councilman District 1 Aguirre

9. **Consider award for the Micro Surfacing Pavement Treatment for Mariemont and Hillside Terrace Subdivisions. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council, via Zoom, that in continuation of the planned street remediation staff recently advertised for the proposed 2025 Micro Surfacing Pavement Treatment of Mariemont and Hillside Terrace Subdivisions. Staff received two bids on June 03, 2025 and they are as follows:

Bidder	Base Bid	Alternate Bid	Total Bid	Calendar Days
Intermountain Slurry Seal, Inc	\$163,800.00	\$62,480.00	\$226,280.00	30
Viking Construction, LLC	\$168,861.00	\$63,929.25	\$232,790.25	160

The apparent Low Bidder is Intermountain Slurry Seal with a total base bid of \$163,800.00 and add alternate of \$62,480.00, for a grand total of \$226,280.00.

Staff recommends a construction contract for this project be awarded to Intermountain Slurry Seal, Inc. in the amount of \$226,280.00. We have \$200,000.00 budgeted in sealcoat and the remaining balance can come out of materials which will have approximately \$80,000.00 at the time of completion. The work is to be completed within 30 days of the time that the contract begins.

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 for the Micro Surfacing Pavement Treatment for Mariemont and Hillside Terrace Subdivisions to Intermountain Slurry Seal, Inc. in the amount of \$226,280.00 and 30 days to complete from date of receipt of Order to Proceed.

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippet, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

10. **Consider awarding a contract with NewGen Strategies and Solutions to conduct a Water and Wastewater Rate Study, for a fee not to exceed \$45,000. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council, via Zoom, that the last time the City conducted a Comprehensive Water and Sewer Rate Study by a paid consultant was in 2013. This study included recommended rate adjustments through 2023. In late 2021, the City did undergo a basic one- year rate study conducted through the Public Utilities Commission Financial Assistance program. The recommendation of the study was for FY 22-23 and included converting to:

- a “Fair Share” rate structure with 0 gallons included in the base rate
- a structure where the charging rates are based on the meter size and not land use (i.e. commercial or residential)
- there should be NO difference between the cost of In City or Out of City without a “cost-based” justification.

Because we were just then embarking on the meter swap-out project and it was anticipated that customers would see an increase in their bill simply due to more accurate metering, it was decided at the time to not implement these recommendations to redesign our entire rate structure until the new meters had been in the ground at least a couple of years. (The current in-city residential base rates at that time for water and sewer were \$17.00 and \$16.00 respectively. The recommended new base rates for a ¾" meter were \$25.94 for water and \$28.45 for sewer. This was not adopted at that time).

Then, effective January 2023, the utility base rates were increased to account for the Public Utility Funds share of debt service for the Water and Wastewater Improvement projects being funded in part by ARPA as well as to pay the general fund back for the cost of the preliminary WWTP Expansion engineering. Residential Water base rate went from \$17.00/mo to \$24.84/mo and the Residential Sewer Base rate from \$16.00 to \$25.27. Effective May 2024, the water rates were increased to reflect the additional amount of bond funds needed for the Water System improvement project, which increased the Residential Water Base Rate to what it still is now at \$26.65.

As you recall, last year we absorbed the increased expenses from Undine and ended the year with an Operating Income of the Public Utility Fund of -\$259,000, so clearly we will need to pass through any increase from Undine this year. But in addition to that we need the rate study to consider capital improvement costs and others operation expenses and how to fairly redesign our rate structure to generate adequate revenue. With the real possibility of having to finance an expansion to the Wastewater Treatment Plant, this debt service will be considered as well.

I met Chris Ekrut at the TML Conference last year. He was invited to present a session on rate studies. I was extremely impressed with what I heard and their comprehensive approach. Some of the key elements that we can expect with a contract with NewGen that is not available with a PUC basic study include:

- a MULTI-year rate forecast
- MULTIPLE rate design scenarios (this will be critical for us)
- Comparison of monthly customer bills with other communities
- Assistance in conducting public meetings and explaining to the public the changes in the rate structure
- Complete testing of the utility's billing data system to make sure existing and proposed rates are correctly being calculated in the financial system.

NewGen is a team of experts that have testified throughout the state and the nation on the development of water and wastewater rates, so we know that the proposed rates will be defensible if challenged.

New Gen completed a rate study for Bay City not too long ago and was pleased to discover that Bay City's new rate structure does take into account Multifamily accounts as I was suggesting at the last Council meeting.

The Fiscal Year-end 2025 budget includes \$30,000 for a Water/Sewer Rate Study. This proposal is an hourly contract with a Not-to-exceed dollar amount of \$45,000 based upon the anticipated scope. We would not anticipate spending more than the budgeted \$30,000 before October, so the balance will be included in the Fiscal Year End 2026 budget. The proposed completion date is November 2025. Procurement of NewGen Strategies is with the Cooperative Purchasing Program HGAC-Buy, which the City of Port Lavaca is a member.

Staff recommends Council accept the proposal of NewGen Strategies and Solutions, LLC dated May 27, 2025, not to exceed \$45,000.00 and authorize the mayor to sign the proposal as submitted.

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 proposal of NewGen Strategies and Solutions, LLC dated May 27, 2025, not to exceed \$45,000.00.

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

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart

Voting Nay:

Councilman District 6 Burke

11. **Consider approval of new plan options for the 2025-26 Fiscal Year with Texas Municipal League (TML) Intergovernmental Employee Benefits Pool related to the City's Group Health Insurance Coverage. Presenter is Brittney Hogan**

Finance Director Hogan advised Council, via Zoom, that staff has received and reviewed the medical insurance plan options available to the City for the fiscal year beginning October 01, 2025, as offered by Blue Cross Blue Shield (BCBS) through TX Health Benefits Pool. There are no changes in the vision or dental policies offered.

As you recall last year, we made one change to the benefits package to keep the premium cost increase below 10%, which was to increase the Out of Pocket (OOP) from \$6,000/year to \$9,000/year.

This year staff has great news that we can maintain the exact same benefits package without any change in premiums at all! Texas Municipal League (TML) is able to maintain our coverage at the same rate primarily for two (2) reasons:

- 1) our continued high participation in our annual wellness program; and
- 2) getting utilization ratio back down below 85%.

There are two options offered which would reduce the deductible, but at an increased cost. Recall also last year, because of the 9.34% increase in premiums, we did make adjustments to the % of the premiums that the employees pay.

Staff's recommendation this year is to stay with our current plan at no change in cost and no change in the % participation from the employees.

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 new plan options for the 2025-2026 Fiscal Year with Texas Municipal League (TML) Intergovernmental Employee Benefits Pool related to the City's Group Health Insurance Coverage.

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

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

12. **Consider Resolution No. R-060925-1 of the City of Port Lavaca Supporting an application to the Texas Department of Transportation's (TxDOT) 2025 Transportation Alternative set-aside (TA) Call for Projects. Presenter is Jody Weaver**

Motion made by Councilman District 1 Aguirre

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Port Lavaca would be responsible for all non reimbursable costs and 100% of overruns, if any, for TA funds; and

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

THAT, The City of Port Lavaca supports funding this project as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Port Lavaca is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

13. **Consider Resolution No. R-060925-2 of the City of Port Lavaca to renew the application with the Texas Department of Housing and Community Affairs (TDHCA) to continue participation in the HOME Investment Partnerships Program, Homeowner Reconstruction**
Presenter is Kateryna Thomas

Motion made by Councilman District 1 Aguirre

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) has notified the public of a funding availability to benefit low-income residents of the State of Texas communities through the Texas HOME Investment Partnerships Program; and

WHEREAS, the City of Port Lavaca has identified significant housing needs, particularly for the reconstruction of owner-occupied housing; and

WHEREAS, the City of Port Lavaca wishes to assist low-income homeowners with safe, decent, sanitary and affordable housing, and at the same time enhance the health, economic, and aesthetic quality of the community:

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

ONE, the City of Port Lavaca, acknowledges and approves that an application be completed and submitted to the TDHCA to participate in the HOME Investment Partnerships Program, Homeowner Reconstruction Assistance Program.

TWO, the City of Port Lavaca will utilize general funds in the amount of \$80,000 as cash reserve to utilize during the agreement term for eligible program costs before reimbursements are received from the State of Texas HOME Program.

THREE, HOME Program Match, if applicable, will be provided in accordance to 10 TAC 23 in the amount of Eleven Percent (11%) of project hard costs per household assisted through the Texas HOME Program, in the form of waived fees, cash, leverage, and other forms of eligible match.

FOUR, the City of Port Lavaca designates JoAnna P. "Jody" Weaver, Interim City Manager, as the person authorized to represent the City of Port Lavaca in all matters related to the HOME Program and, with signature authority to sign all forms and documents related to the administration of the HOME Program, including loan documents, grant agreements and the Reservation System Participation Agreement and/or Contract, unless otherwise stated.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

14. **Consider Resolution No. R-060925-3 of the City of Port Lavaca for Award of Administrator for the HOME Program. Presenter is Kateryna Thomas**

Motion made by Councilman District 6 Burke

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) for Homeowner Reconstruction Assistance through the HOME Investment Partnerships Program. HOME contract requires implementation by professionals experienced in completion of federally-funded HOME services;

WHEREAS, in order to identify qualified and responsive providers for these services, a Request for Proposals (RFP) process for HRA services has been completed in accordance with the TDHCA requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for the professional service;

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

Section 1. That GRANTWORKS, INC. is selected to provide project-related administration/project delivery services/construction management for TDHCA HRA grant program(s).

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).
department by resolution or ordinance, should the project be selected for funding.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

15. **Consider Resolution No. R-060925-4 of the City of Port Lavaca authorizing Professional Administration/Project Delivery Services Provider Selection for Community Development Block Grant Mitigation (CDBG-MIT) Program Resilient Communities Program through the Texas General Land Office (GLO) Contract No.23-160-104-F112. Presenter is Kateryna Thomas**

Motion made by Councilman District 3 Tippit

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

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration and planning has been completed in accordance with the (GLO) requirements; and

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

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

Section 1. That KSBR, LLC. is selected to provide application and project-related administration/project delivery services for the CDBG-MIT Resilient Communities Program.

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

16. **Consider Resolution No. R-060925-5 of the City of Port Lavaca to adopt the Budgetary and Financial Management Policies for FY 2025-2026. Presenter is Brittney Hogan**

Finance Director Hogan advised Council, via Zoom, that as a pre-cursor to the annual budget process, the Financial Management Policies of the City were reviewed by the Finance committee on April 24, 2025, and then reviewed by City Council by workshop on June 2, 2025. Any recommended changes or clarifications have been made and are reflected in the attached document.

Accepting the annual review of the Budgetary and Financial Management Policies will provide guidance for the City's budget process and financial management of city funds. Staff recommends approval of the City's Budgetary & Financial Management Policies.

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 approves Resolution No. R-060925-5 of the City of Port Lavaca to adopt the Budgetary and Financial Management Policies for FY 2025-2026, a copy which is in the office of the City Secretary and city website, in its entirety.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

17. **Consider Resolution No. R-060925-6 of the City of Port Lavaca to approve the annual review of the Investment Policy and Strategy. Presenter is Brittney Hogan**

Finance Director Hogan advised Council, via Zoom, that as a requirement of the Texas Public Funds Investment Act and as per the City's Investment Policy and Strategy, the City shall perform an annual review of the investment policy. On Thursday, April 24, 2025, the City's Finance & Investment Committee convened to review the current investment policy and found the proposed policy with changes to be adequate for the City's needs.

Accepting the changes will provide guidance for future investments which will safeguard the City's assets. Staff recommends approval of the City's Investment Policy and Strategy.

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 Resolution No. R-060925-6 of the City of Port Lavaca to approve the annual review of the Investment Policy and Strategy, a copy which is in the office of the City Secretary and city website, in its entirety.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

18. **Consider Second and Final reading of an Ordinance (S-2-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Brittney Hogan**

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 the Second and Final reading of an Ordinance (S-2-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

19. **Consider First reading of an Ordinance (G-3-25) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding new street locations in Brookhollow Estates and Jade Bay Subdivisions; Repeal Clause and establishing an effective date. Presenter is Colin Rangnow**

Police Chief Rangnow and Council discussed amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding new street locations in Brookhollow Estates and Jade Bay Subdivisions.

This agenda item died due to lack of a motion.

20. **Consider First reading of an Ordinance (G-4-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 34 Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units; Chapter 36 Signs; and adding Chapter 35 Garage Sales; providing for purpose of ordinance, providing for severability; providing a repealing clause; and establishing 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 the First reading of an Ordinance (G-4-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 34 Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units; Chapter 36 Signs; and adding Chapter 35 Garage Sales, Option 3, and establishing an effective date.

BE IT FURTHER ORDAINED, THAT Option 3 will be presented as Exhibit A for the second and final reading of this ordinance at the council meeting scheduled for July 14, 2025.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

21. **Consider First reading of an Ordinance (G-5-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 12 Buildings and Building Regulations, Addition of New Article V Building and Standards Commission; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 6 Burke

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 the First reading of an Ordinance (G-5-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 12 Buildings and Building Regulations, Addition of New Article V Building and Standards Commission, Option 2; and establishing an effective date.

BE IT FURTHER ORDAINED, THAT Option 2 will be presented as Exhibit A for the second and final reading of this ordinance at the council meeting scheduled for July 14, 2025.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

22. **Consider First reading of an Ordinance (G-6-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Addition of New Chapter 56 Zoning; providing for purpose of ordinance, providing for severability; providing a repealing clause; and establishing 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 the First reading of an Ordinance (G-6-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Addition of New Chapter 56 Zoning; providing for purpose of ordinance; and establishing an effective date.

Seconded by Councilman District 6 Burke

No Vote was taken on this motion.

After further discussion, it was decided that the following section (42.159) is to be deleted from the Code of Ordinances:

Chapter 42 - Subdivisions and Plats, Article VII. - Group Housing and Commercial Development

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

- No person shall construct a multifamily dwelling, townhouse, patio home or other commercial development project without approval of said construction project by the planning commission, however, the building inspections department shall have the authority to approve the construction of multifamily dwellings of four units or less; provided such construction is proposed on platted property approved by the planning commission and filed in the county clerk's office.

(Ord. No. G-3-89, § XII(A), 4-24-1989)

Amended 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 the First reading of an Ordinance (G-6-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Addition of New Chapter 56 Zoning; and from Chapter 42 - Subdivisions and Plats, Article VII. - Group Housing and Commercial Development, deleting Section 42-159, Approval of Planning Commission Required, in its entirety.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

23. Consider request of the Public Works, Code Enforcement, Police and Fire Departments to declare vehicles and other miscellaneous items as surplus and authorize the disposal of said equipment. Presenter is Colin Rangnow

The Public Works Department and Police Department would like to declare the following fleet vehicles as surplus. These vehicles have been replaced with new vehicles per the Enterprise Agreement authorized in 2021. Notably, CCISD is interested in the acquisition of three of the vehicles that are designated below; the fair market value for those vehicles is listed as well. I will be sending the list of the other vehicles to Enterprise for the market values this week. Additionally, there are items listed below from the fire department.

Public Works And Code Enforcement

- 1) 2016 Ford utility police interceptor
Vin #: 1FM5K8ARXGGD31838
- 2) 2014 Chevy Silverado
Vin #: 1GCRCPEC8EZ171804

- 3) 2017 Chevy Silverado 1500
Vin #: 3GCPCNEC9HG217740 (Chamber of Commerce)
- 4) 2016 Chevy Silverado 2500HD
Vin #: 1GB2CUEG9GZ124646 (CCISD)
- 5) 2018 Chevy Silverado 1500
Vin #: 3GCPCNFC4JG226559
- 6) 2022 Chevy Silverado 2500HD
Vin #: 1GB4WLE76NF301355 (CCISD)
- 7) 2021 Chevy Silverado 1500
Vin #: 1GCPWAEH5MZ241362 (CCISD)

Police Department

The Port Lavaca Police Department requests approval from the Port Lavaca City Council to declare two Port Lavaca Police Department Administrative fleet vehicles as surplus and release to Enterprise Fleet for auction.

- 1) Unit 3611 2018 Chevrolet Malibu
Vin #1G1ZC5ST3JF222350
- 2) Unit 3769 2020 Ford Fusion
Vin #3FA6P0G77LR194593

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

Port Lavaca Fire Department Surplus Items 2025

Items From Assets

- 1) Manitowoc Ice Machine #2990
- 2) 2011 18" Honda Fan/Blower #2496
- 3) Power Plant, Manifold & Hoses #1829

Items Not on Asset List

- 1) Murray 21" lawn mower
- 2) Murray 21" lawn mower
- 3) Johnson radio repeater
- 4) Radio duplexer
- 5) NorthStar 6500 diesel generator
- 6) Schumacher battery charger
- 7) Beseler Vu-Graph
- 8) Negative pressure electric fan
- 9) Amana washing machine
- 10) Amanda range
- 11) Whirlpool dishwasher
- 12) Campbell Hausfeld 13-gallon air compressor
- 13) Jobsmart 10-gallon air compressor

- 14) XRC winch
- 15) Mile Marker winch
- 16) Hale pump with Honda motor
- 17) Davey pump with Honda Motor
- 18) Vanguard pump
- 19) 1 1/2" single jacker 50' hose (37)
- 20) 1" single jacket 50' hose (9)

Motion made by Councilwoman District 5 Bland-Stewart

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 request of the Public Works, Code Enforcement, Police and Fire Departments, as presented, to declare vehicles and other miscellaneous items as surplus and authorize the Interim City Manager to dispose of in a reasonable manner.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

24. **Consider Memorandum of Understanding (MOU) between Texas Emergency Management Assistance Teams (TEMAT) Program Administrator and TEMAT Employee Member (Kateryna Thomas) and City of Port Lavaca/Employer, regarding participation in TEMAT Programs and authorize City Manager to execute MOU. Presenter is Kateryna Thomas**

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 Memorandum of Understanding (MOU) between Texas Emergency Management Assistance Teams (TEMAT) Program Administrator and TEMAT Employee Members (Kateryna Thomas and Wayne Shaffer) and City of Port Lavaca/Employer, regarding participation in TEMAT Programs and authorizes City Manager to execute MOU.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

25. **Consider Memorandum of Understanding (MOU) between Texas Emergency Management Assistance Teams (TEMAT) Program Administrator and TEMAT Employee Member (Kateryna Thomas) and City of Port Lavaca/Employer, regarding participation in TEMAT Programs and authorize City Manager to execute MOU. Presenter is Kateryna Thomas**

This agenda item was taken care of in agenda item #24 for both city employees Kateryna Thomas and Wayne Shaffer.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilwoman District 5 Bland-Stewart

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Meeting adjourned at 9:49 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of June 30, 2025 Special Meeting

INFORMATION:



CITY COUNCIL SPECIAL MEETING

Monday, June 30, 2025 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 30th day of June 2025, 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
Rose Bland-Stewart	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 5:37 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

- Mayor Whitlow asked for comments from the public and the following citizen spoke:
 - Ishmael Torres, 1816 Jackson Street, Port Lavaca, TX, finishing touches needed on Jackson Street to smooth out construction work.

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

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

- **To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Municipal Court Judge]). Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 5:48 p.m.

2. 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 8:01 p.m.

Assistant City Attorney Arriaga presented revisions to the Memorandum of Understanding (MOU) between Municipal Court Judge Raymond B. Perez and the City of Port Lavaca, Texas for Presiding Judge Position as follows:

Recitals

Whereas, the City of Port Lavaca (the “City”) hosts a municipal court within its territorial and jurisdictional limits.

Whereas, as part of the hosting process, the City has appointed a municipal court judge to preside over the court system.

Whereas, it is expressly understood that the Presiding Judge is not an employee of the City or a local official. A municipal court judge is a public officer and member of the judiciary of the State of Texas.

Whereas, pursuant to the authority granted to the City Council and the laws of the State of Texas, the City Council of the City of Port Lavaca has previously appointed Raymond B. Perez as Municipal Court Judge, and now appoints him as Presiding Judge of the Municipal Court; and

Whereas, to the extent any paperwork, pre-printed forms or computer-generated forms within the City which are signed by the judge or the City which reference the judge as an “employee” such references should be considered as references to the judicial position and are not to be taken as changing the nature of appointment.

Whereas, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties.

Now Therefore, in consideration of the mutual covenants and promises, the parties agree as follows:

Article I. Duties

1.1 Pursuant to Section 6.03 of the City Charter, Raymond B. Perez ~~was appointed as Municipal Court Judge on June 10, 2024 and his term will expire on June 10, 2026 and he will be known from now until the expiration of his term, to be known as~~ has been appointed to the Presiding Judge ~~position by City Council,~~ serv~~ing~~es at the will of the City Council, and may be removed from the position by a two-thirds majority of the entire City Council at any time for misconduct, incompetency or malfeasance.

1.2 The Presiding Judge ~~will have~~ has the powers and duties as required by the Texas Government Code, the Code of Criminal Procedure, The Civil Practice and Remedies Code, and all other applicable laws for municipal court judges, including magistration of prisoners accused of violating city ordinances and addressing capias pro fines and shall perform such powers and duties as part of this MOU without further compensation.

1.3 The Presiding Judge will comply with State-mandated continuing judicial and mandatory state law continuing legal education requirements and remain current on state and municipal law.

1.4 The Presiding Judge may administer oaths as permitted by state law, including an oath of office to a newly-elected or newly-appointed city official.

1.5 The Presiding Judge is expected to hold court as necessary to accommodate the docket of the court throughout each month, without direction from elected or city officials.

1.6 The Presiding Judge is expected to follow the law, maintain a professional working environment free from unlawful discrimination, and maintain a professional and fair court.

1.7 The Presiding Judge is expected to abide by the State Judicial Cannons as are now adopted or which may be amended in the future.

Article II. Term

2.1 The City ~~appointed Judge Perez on June 10, 2024 and his term expires June 10, 2026~~s the municipal judge to Port Lavaca Municipal Court for a two (2) year term. The date on which the City Council takes action to approve the municipal judge is the date of appointment and the term shall run for two years from the date of appointment. In accordance with Section 29.005 of the Texas Government Code, if the Presiding Judge is not reappointed by the 91st day following the expiration of a term of office, he shall continue to serve for another term of office beginning on the date the previous term of office expired.

~~2.2 The City will appoint one or more Associate Judges of the Municipal Court who shall have the power to perform the same duties as the Presiding Judge, who shall take direction from the Presiding Judge, and who shall fill the duties of the Presiding Judge at any time the Presiding Judge is unavailable or unable to fulfill the duties due to judicial conflicts, scheduling conflicts, or other legal or practical issues.~~

~~2.3~~ 2.2 The City will provide a municipal court facility and adequate staff to allow the court to manage its case load and its docket in a professional, timely and courteous manner, and will provide the needed equipment and supplies including a computer and office supplies at the City's expense.

2.4 ~~2.3~~ In the event that the municipal court facility should not be available, the City reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held. The City will provide reasonable notice to permit the judge to manage their schedules whenever possible.

Article III. Compensation

3.1 The City agrees to compensate the Presiding Judge a flat rate of \$2,000.00 per month, paid on the first day of each calendar month. The Presiding Judge position is an appointed, contract position and the judge is expected to hold court when necessary and remain until such time as court is adjourned for that day.

3.2 At the request of the Calhoun County Sheriff, the Presiding Judge ~~may~~ shall perform magistration services for prisoners accused of violating state law when County Justices of the Peace are unavailable due to scheduling or other conflicts. In consideration of providing these ~~additional~~ services, the Presiding Judge shall be compensated an addition ~~\$175.00~~ \$100.00 each time that the Presiding Judge serves as magistrate for state law offenses. By way of example, if the Sheriff calls the Presiding Judge to serve as magistrate for state law offenses for more than one prisoner on a single day, the compensation for that day will be ~~\$175.00~~ \$100.00. It is understood and expected that the Presiding Judge will provide magistration to each prisoner presented to the Presiding Judge.

3.3 Given the nature of this position and appointment, the Presiding Judge is responsible for all employment taxes and reporting. It is expressly understood the Presiding Judge is not an employee of the City of Port Lavaca.

~~3.4 The City will reimburse the Presiding Judge for all expenses incurred in the course of the court's business, including training and education required by the office of court administration, and outside legal counsel as necessary. All expenses are reimbursed to the Presiding Judge at actual cost with no mark up.~~

~~3.5~~ 3.4 The Presiding Judge may not participate in the City's health insurance and benefit plan. The City shall not pay any additional benefits to the Presiding Judge, other than the monthly flat rate and reimbursement of expenses.

Article IV. Miscellaneous

4.1 The term of this appointment begins on _____,

Motion made by Councilman District 6 Burke

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

THAT, Council hereby approves the revisions to the Memorandum of Understanding (MOU) between Municipal Court Judge Raymond B. Perez and the City of Port Lavaca, Texas for Presiding Judge Position as presented.

Seconded by Councilman District 2 Dent

Voting Aye:

Councilman District 2 Dent, Councilman District 6 Burke

Voting Nay:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

Mayor Whitlow announced the vote was 2 Ayes to 4 Nays; therefore, motion failed.

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, Council hereby approves the revisions to the Memorandum of Understanding (MOU) between Municipal Court Judge Raymond B. Perez and the City of Port Lavaca, Texas for Presiding Judge Position, with exception to Article III, Compensation, Section 3.2, to state zero additional compensation, as follows:

3.2 At the request of the Calhoun County Sheriff, the Presiding Judge ~~may~~ shall perform magistration services for prisoners accused of violating state law when County Justices of the Peace are unavailable due to scheduling or other conflicts. In consideration of providing these ~~additional~~ services, the Presiding Judge shall be compensated an addition ~~\$175.00 \$100.00 \$0.00~~ each time that the Presiding Judge serves as magistrate for state law offenses. By way of example, if the Sheriff calls the Presiding Judge to serve as magistrate for state law offenses for more than one prisoner on a single day, the compensation for that day will be ~~\$175.00 \$100.00 \$0.00~~. It is understood and expected that the Presiding Judge will provide magistration to each prisoner presented to the Presiding Judge.

Seconded by Councilman District 1 Aguirre

Voting Aye:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilwoman District 5 Bland-Stewart

Voting Nay:

Councilman District 6 Burke

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

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

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

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

Special Meeting adjourned at 8:09 p.m.

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



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, 2025 to June 6, 2025

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$6,648.63
- Payments	\$6,648.63
- Other Credits	\$512.57
+ Purchases	\$4,387.14
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$3,874.57

Account Number	XXXX XXXX XXXX 0305
Credit Limit	\$26,500.00
Available Credit	\$20,195.00
Statement Closing Date	June 6, 2025
Days in Billing Cycle	29

PAYMENT INFORMATION

New Balance:	\$3,874.57
Minimum Payment Due:	\$116.24
Payment Due Date:	July 2, 2025

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
05/15	05/15	85431894700XSYRZ2	PAYMENT - THANK YOU	\$6,648.63-

Transactions continued on next page

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



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

Account Number: XXXX XXXX XXXX 0305
New Balance: \$3,874.57
Minimum Payment Due: \$116.24
Payment Due Date: July 2, 2025

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				\$6,648.63-
05/08	05/09	5543286405VNZ9F92	SQ *THE DONUT PALACE PORT LAVACA TX	\$43.00
05/19	05/20	51742954Q25V131HJ	IDENTOGO - TX FINGERPR 877-512-6962 MA	\$10.21
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$53.21
05/08	05/09	55309594146HKAHPF	MURPHY7204ATWALMART PORT LAVACA TX	\$53.05
05/10	05/11	55309594347D8ARJM	MURPHY7204ATWALMART PORT LAVACA TX	\$48.46
05/11	05/12	05295314366DRE1S2	PAYPRO-CHARGE.COM LONDON GB	\$2.16
05/12	05/13	5550629459TZQTAL9	FUEL STOP PORT LAVACA TX	\$15.00
05/13	05/14	5550629469SZKRAPK	FUEL STOP PORT LAVACA TX	\$30.00
05/14	05/15	5530959474950KQ9S	MURPHY7204ATWALMART PORT LAVACA TX	\$38.86
06/01	06/02	55506294TAEB8M4KK	FUEL STOP PORT LAVACA TX	\$35.00
06/05	06/06	55506294XAJHJZ8L7	FUEL STOP PORT LAVACA TX	\$20.00
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$242.53
05/23	05/25	65187424G0001LG0H	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$15.45
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$15.45
05/10	05/11	5543286425WQW7GSG	SQ *THE DONUT PALACE PORT LAVACA TX	\$66.00
05/12	05/13	5550037449TLOP9Z9	TCEQ EPAYMENT AUSTIN TX	\$113.75
WAYNE SHAFFER				
TOTAL XXXXXXXXXXXX1212				\$179.75
05/20	05/21	05140484QMHDZGZ4R	H-E-B #434 PORT LAVACA TX	\$76.54
05/21	05/22	82711164EEHM8E71K	SP TMCEC AUSTIN TX	\$35.38
05/21	05/22	82711164EEHM8KMMD	SP TMCEC AUSTIN TX	\$35.38
05/22	05/23	55432864E6076SPFB	HTL*HILTONPALACIOD 800-468-3578 TX	\$532.71
05/22	05/23	52653844EMKHA8BL5	HOTELBOOKING*SERVFEE 8007279059 UT	\$17.99
CHECK-IN 05/22/25 FOLIO #0053678554				
05/23	05/23	55432864F60A3FQ9S	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$245.00
05/28	05/28	55432864L61V96HHV	WALMART.COM 800-925-6278 AR	\$70.09
06/02	06/03	82305094SEHMHRHPQ	TMCEC AUSTIN TX	\$150.00
06/02	06/03	52653844TLP95MJ40	HOTELBOOKING*SERVFEE 8007279059 UT	\$17.99
CHECK-IN 06/02/25 FOLIO #0019876876				
06/03	06/04	55432864S5SN9N1DN	HTL*DOUBLETREEBYHI 800-468-3578 TX	\$320.27
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$1,501.35
05/27	05/28	55432864K61NDFMXK	SQ *THE DONUT PALACE PORT LAVACA TX	\$38.50
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$38.50
05/22	05/23	55480774E34F85921	GOVERNMENT TREASURERS ARLINGTON TX	\$75.00
06/05	06/06	75418234W6P23VPRS	WEB*NETWORKSOLUTIONS JACKSONVILLE FL	\$214.94
BRITTNEY HOGAN				
TOTAL XXXXXXXXXXXX3462				\$289.94
06/02	06/03	55488724S1TTVVW5P0	TEXAS COMM FIRE PROT 512-936-3842 TX	\$87.17
06/02	06/03	55488724S1TTVVW54E	TEXAS COMM FIRE PROT 512-936-3842 TX	\$87.17
JOE REYES JR				
TOTAL XXXXXXXXXXXX0215				\$174.34
05/12	05/14	851016545WGNFZQE0	NATL SOC OF PROF ENGIN ALEXANDRIA CREDIT	\$164.00-

Transactions continued on next page

**TRANSACTIONS (continued)**

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/09	05/12	851016543WGNFZQD8	NATL SOC OF PROF ENGIN ALEXANDRIA VA	\$454.00
05/09	05/12	851016543WGNFZQD8	NATL SOC OF PROF ENGIN ALEXANDRIA VA	\$160.00
05/12	05/13	5543286445X448KER	UPS*BILLING CENTER 800-811-1648 GA	\$17.41
05/13	05/14	5543286455XE2FABE	CCSI EFAX CORPORATE 323-817-1155 CA	\$137.94
05/15	05/16	5544436479WQ697B7	CROWN AWARDS INC HAWTHORNE NY	\$53.98
05/19	05/20	55432864B5ZA6R5BM	UPS*BILLING CENTER 800-811-1648 GA	\$42.21
05/26	05/27	55432864J61GFTK82	UPS*BILLING CENTER 800-811-1648 GA	\$0.35
JOANNA WEAVER				
TOTAL XXXXXXXXXXXXX0249				\$701.89
05/15	05/16	5543286485Y6BT1DE	INTERSTATE ALL BATTERY VICTORIA TX	\$71.76
05/15	05/16	5543687487KD5GZ35	SAN MARCOS EMBASSY SUI SAN MARCOS TX	\$382.98
CHECK-IN 05/13/25 FOLIO #891059				
05/27	05/28	25247804K04PHFB1Z	DOUBLEDAVES PIZZAWORKS VICTORIA TX	\$40.56
COLIN RANGNOW				
TOTAL XXXXXXXXXXXXX2286				\$495.30
05/06	05/09	05314613Z2XDLSV48	S&A TRAILER SALES LLC VICTORIA T CREDIT	\$348.57-
05/09	05/12	054368443EHXLX1VT	DOMINO'S 6723 PORT LAVACA TX	\$185.66
05/29	05/30	55432864M6290GD48	UPS*29M4Q4R04PE 800-811-1648 GA	\$9.05
06/03	06/04	82305094VEHM89MJF	SP RAE PROSTORES ALSIP IL	\$169.17
06/04	06/06	85353354WF6SEPR4N	PAYPAL *TECSERVICES 5126380595 TX	\$40.00
06/05	06/06	55432864W5VB30WHD	SUPPLYHOUSE.COM 888-757-4774 NY	\$127.00
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXXX3185				\$182.31

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.49% (v)	\$0.00	29	\$0.00
Cash Advances	18.49% (v)	\$0.00	29	\$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, Finance Director 
Subject: FY 24-25 Financial Highlights through **June 30, 2025**
Date: July 1, 2025

Below are the following reports for the period ending **June 30, 2025**, or **75%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$5,848,475** for the year as of May Collections in FY 24-25 are 95.38% of total adjusted tax levy. Total current year Property Taxes Outstanding as of May is **\$281,170**.

In the General Fund, revenues through **06/30/2025** are 79% of budget. In addition:

1. *Current Property Tax* collections - are **\$4,925,502** for the year as of June Collections on FY 24-25 are 107% of the budget.
2. *Sales Tax* collections through June were **\$2,686,554** or 72% of budget. Collections through June in FY 23-24 were **\$2,770,014**.
3. *Licenses & Permits* collections are **\$247,070** for the year, or 92% of budget. Collections through June in FY 23-24 were **\$82,152**.
4. *Bauer Center Rentals* through June are **\$56,460** or 56% of budget. Collections through June in FY 23-24 were **\$50,947**.
5. *Court Fines* are **\$79,615** for the year, or 66% of budget. Collections through June in FY 23-24 were **\$41,407**.

Expenditures in the General Fund for the year are **73%** of the budget.

Target: 75%

In the Utility Fund, revenues as of **06/30/25** are **68%** of the budget. In addition:

1. *Metered Water* sales through June are **\$2,142,817 or 65%** of the budget. Collections through June in FY 23-24 were **\$2,083,724**.
2. *Residential Sewer* sales through June are **\$1,207,324 or 77%** of the budget. Collections through June in FY 23-24 were **\$1,120,223**.
3. *Garbage Billings* through June are **\$760,088 or 75%** of the budget. Collections through June in FY 23-24 were **\$702,972**.

Expenditures in the Utility Fund for the year is **71%** of the budget.

In the HOT Fund, revenues as of **06/30/25** are **75%** of the budget. In addition:

1. *Hotel Occupancy Taxes* through June are **\$412,004 or 69%** of the budget. Collections through June FY 23-24 were **\$314,429**.

Expenditures in the HOT Fund for the year is **74%** of budget

In the Beach Fund, revenues as of **06/30/25** are **31%** of the budget. In addition:

1. *RV Rentals* through June are **\$57,426 or 25%** of the budget. Collections through June in FY 23-24 were **\$127,513**.

Expenditures in the Beach Fund for the year is **51%** of the budget

In the Ports & Harbors Fund, revenues as of **06/30/25** are **53.5%** of the budget. * In addition:

1. *Dock Leases* through June are **\$372,550 or 79%** of the budget. Collections through June in FY 23-24 were **\$321,337**.
2. *Tariffs* through June are **\$105,191 or 81%** of the budget. Collections through June FY 23-24 were **\$105,917**.
3. *NL Building Lease* through June is **\$70,896 or 79%** of the budget. Collections through June in FY 23-24 were **\$64,128**.

Expenditures in the Ports and Harbors Fund for the year is **56%** of the budget.

***Revenues are 80% of budget when Grant Revenue is excluded from budget balance.**

Summary – FY 2024-2025 through 06/30/25

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$ 9,834,574	79%	\$ 9,104,184	73%	\$ 730,389
Utility	\$ 5,650,036	68%	\$ 5,902,720	71%	\$ (252,684)
HOT	\$462,671	75%	\$ 564,328	74%	\$ (101,657)
Beach	\$ 82,078	31%	\$ 138,800	51%	\$ (56,722)
Port	\$ 812,957	53.5%	\$ 433,191	56%	\$ 433,191
Total					\$ 752,517



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
May 31, 2025**

TAXES DUE AT CERTIFICATION	6,088,413.16
Adjustments to Date	2,770.95
TOTAL TAX LEVY	6,091,184.11

2024 Tax Collections

	Base	Penalties & Interest	Total
October	2,569,585.63	0.00	2,569,585.63
November	588,240.96	0.00	588,240.96
December	580,699.77	0.00	580,699.77
January	1,379,244.48	0.00	1,379,244.48
February	407,408.82	13,229.82	420,638.64
March	125,126.73	10,070.82	135,197.55
April	79,982.55	6,595.22	86,577.77
May	79,724.25	8,565.64	88,289.89
June			0.00
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00
TOTAL	5,810,013.19	38,461.50	5,848,474.69

Last Year %
Collected
95.36%

% Collected

95.38%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments

0.00

2024 TAXES OUTSTANDING

281,170.49

% Current Outstanding

4.62%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	4,959.41	3,228.48	8,187.89
November	14,938.19	5,808.40	20,746.59
December	11,576.04	4,227.26	15,803.30
January	7,277.13	2,634.30	9,911.43
February	19,158.01	7,560.76	26,718.77
March	5,817.16	2,796.09	8,613.25
April	21,180.29	4,447.92	25,628.21
May	6,267.68	4,244.46	10,512.14
June			0.00
July			0.00
August			0.00
September			0.00
TOTAL	91,173.91	34,947.67	126,121.58

DELINQUENT TAXES OUTSTANDING

372,445.20

TOTAL TAXES OUTSTANDING

653,615.69

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

		Prior Year %		TOTAL		Total YTD		Prior Year Percent		
		Monthly Allocation	Inc (Dec) Month	General Fund	Year-to-Date Allocation	General Fund Budget Month	Y-T-D	Percent of Budget	Increase (Decrease) Month	Y-T-D
Recv'd		Fiscal Year 2021-22								
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		Fiscal Year 2022-23								
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		Fiscal Year 2023-24								
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May	302,469	-2%	\$302,469	2,409,951	326,228	2,376,845	101.39%	-2.5%	6.6%
Aug	Jun	306,188	-8%	\$306,188	2,716,139	350,460	2,727,305	99.59%	-8.1%	4.7%
Sep	Jul	308,988	4%	\$308,988	3,025,128	311,308	3,038,613	99.56%	4.4%	4.7%
Oct	Aug	308,258	-8%	\$308,258	3,333,386	352,981	3,391,594	98.28%	-8.1%	3.4%
Nov	Sep	323,607	2%	\$323,607	3,656,993	332,358	3,723,952	98.20%	2.4%	3.3%
Recv'd		Fiscal Year 2024-25								
Dec	Oct	285,545	2%	\$285,545	285,545	286,185	286,185	99.78%	1.6%	1.6%
Jan	Nov	283,901	1%	\$283,901	569,445	284,895	571,080	99.71%	1.5%	1.5%
Feb	Dec	365,840	10%	\$365,840	935,285	340,081	911,160	102.65%	9.5%	4.5%
Mar	Jan	247,979	-6%	\$247,979	1,183,264	269,747	1,180,908	100.20%	-6.4%	2.0%
Apr	Feb	246,773	-15%	\$246,773	1,430,037	294,394	1,475,302	96.93%	-14.6%	-1.3%
May	Mar	321,275	-6%	\$321,275	1,751,311	347,540	1,822,842	96.08%	-5.9%	-2.2%
Jun	Apr	291,403	-8%	\$291,403	2,042,714	323,228	2,146,070	95.18%	-8.2%	-3.1%
Jul	May					308,008	2,454,077			
Aug	Jun					311,794	2,765,871			
Sep	Jul					314,646	3,080,517			
Oct	Aug					313,902	3,394,420			
Nov	Sep					329,532	3,723,952			

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001-GENERAL FUND
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	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	9,092,373	9,092,373	0	398,601.03	8,078,428.43	0.00	1,013,944.57	88.85
LICENSES & PERMITS	268,410	268,410	0	18,624.43	247,070.26	0.00	21,339.74	92.05
USER & SERVICE CHARGES	103,250	103,250	0	7,843.53	59,615.35	0.00	43,634.65	57.74
FINES & FORFEITURES	294,000	294,000	0	23,258.11	205,713.32	0.00	88,286.68	69.97
OTHER REVENUE	565,950	566,550 (	600)	24,996.64	237,181.85	0.00	329,368.15	41.86
GRANT AND CONTRIBUTION R	520,120	520,120	0	0.00	325,971.02	0.00	194,148.98	62.67
INTERGOVERNMENTAL REVENUE	1,567,641	1,567,641	0	25,178.00	680,593.52	0.00	887,047.48	43.42
TOTAL REVENUES	12,411,744	12,412,344 (	600)	498,501.74	9,834,573.75	0.00	2,577,770.25	79.23
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,884	30,884	0	3,244.11	23,994.14	0.00	6,889.86	77.69
CITY MANAGER	422,786	783,097 (	360,311)	21,028.73	586,909.23	75,000.00	121,187.77	84.52
CITY SECRETARY	251,461	251,461	0	16,669.93	178,461.21	0.00	72,999.79	70.97
HUMAN RESOURCE	100,395	100,395	0	6,569.49	63,599.72	0.00	36,795.28	63.35
MUNICIPAL COURT	177,937	177,937	0	15,471.98	134,995.69	0.00	42,941.31	75.87
TECHNOLOGY SERVICES	510,222	510,222	0	17,402.91	459,380.53	44,339.56	6,501.91	98.73
FINANCE	393,798	405,888 (	12,090)	32,307.58	283,586.17	0.00	122,301.83	69.87
CITY HALL	548,378	549,299 (	921)	4,924.84	141,196.51	193,865.06	214,237.43	61.00
POLICE	2,887,828	2,898,150 (	10,322)	191,610.64	2,104,771.56	15,412.86	777,965.58	73.16
FIRE	2,146,503	2,149,964 (	3,461)	162,822.99	1,480,695.28	36,245.30	633,023.42	70.56
ANIMAL CONTROL	256,834	262,961 (	6,127)	15,431.82	159,352.67	0.00	103,608.33	60.60
CODE ENFORCEMENT/INSPECT	491,452	520,935 (	29,483)	27,551.34	255,754.33	56,250.00	208,930.67	59.89
STREETS	3,097,966	3,103,602 (	5,636)	111,167.18	1,597,338.52	455,492.98	1,050,770.50	66.14
PARKS & RECREATION	877,803	881,503 (	3,700)	57,294.19	692,056.01	912.48	188,534.51	78.61
BAUER CENTER	315,614	322,864 (	7,250)	12,835.54	220,961.51	56,344.20	45,558.29	85.89
NON-DEPARTMENTAL	866,703	848,474	18,229	53,480.03	721,131.24	0.00	127,342.76	84.99
TOTAL EXPENDITURES	13,376,564	13,797,636 (	421,072)	749,813.30	9,104,184.32	933,862.44	3,759,589.24	72.75
REVENUES OVER/ (UNDER) EXPENDITURES	(964,820)	(1,385,292)	420,472 (251,311.56)	730,389.43 (933,862.44)	(1,181,818.99)	14.69

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		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TAXES									
411.01	PROPERTY TAXES-CURRENT	4,595,671	4,595,671	0	52,662.11	4,925,501.70	0.00 (	329,830.70)	107.18
411.02	PROPERTY TAXES-DELINQU	120,000	120,000	0	4,684.52	91,016.53	0.00	28,983.47	75.85
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	292,737.78	2,686,553.91	0.00	1,037,398.09	72.14
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	29,100.05	0.00	32,899.95	46.94
413.02	ELECTRICAL FRANCHISE T	345,000	345,000	0	26,927.68	202,368.91	0.00	142,631.09	58.66
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	0.00	11,648.11	0.00	20,351.89	36.40
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	12,206.89	0.00	37,793.11	24.41
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	19,049.71	94,937.99	0.00	33,812.01	73.74
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	2,539.23	21,592.84	0.00	13,407.16	61.69
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	3,501.50	0.00 (	3,501.50)	0.00
TOTAL TAXES		9,092,373	9,092,373	0	398,601.03	8,078,428.43	0.00	1,013,944.57	88.85
LICENSES & PERMITS									
421.02	BUILDER LICENSES	7,000	7,000	0	500.00	9,450.00	0.00 (	2,450.00)	135.00
422.01	ELECTRICAL PERMITS	25,000	25,000	0	1,400.00	8,676.92	0.00	16,323.08	34.71
422.02	BUILDING PERMITS	157,000	157,000	0	11,804.43	141,037.69	0.00	15,962.31	89.83
422.03	PLUMBING PERMITS	22,000	22,000	0	600.00	9,575.00	0.00	12,425.00	43.52
422.04	MECHANICAL PERMITS	5,600	5,600	0	500.00	2,885.00	0.00	2,715.00	51.52
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	100.00	1,170.00	0.00 (	1,170.00)	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	0.00	550.00	0.00 (	550.00)	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	290.00	2,255.00	0.00	345.00	86.73
423.03	LIENS	1,500	1,500	0	0.00	175.75	0.00	1,324.25	11.72
423.90	OTHER PERMITS & FEES	30,000	30,000	0	1,985.00	15,398.84	0.00	14,601.16	51.33
423.91	LAWN LIBRARY FEES	0	0	0	0.00	94.74	0.00 (	94.74)	0.00
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	1,125.00	6,915.00	0.00	195.00	97.26
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	125.00	0.00	875.00	12.50
424.04	ENVIRONMENTAL & HEALTH	0	0	0	100.00	675.00	0.00 (	675.00)	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	150.00	47,454.32	0.00 (	38,454.32)	527.27
425.01	ANIMAL LICENSES & FEES	200	200	0	70.00	547.00	0.00 (	347.00)	273.50
426.01	ALARM FEES	100	100	0	0.00	85.00	0.00	15.00	85.00
TOTAL LICENSES & PERMITS		268,410	268,410	0	18,624.43	247,070.26	0.00	21,339.74	92.05
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	7,500.00	56,460.00	0.00	43,540.00	56.46
435.07	BAYFRONT RENTALS	750	750	0	0.00	850.00	0.00 (	100.00)	113.33
435.08	CREDIT CARD CONVENIENC	0	0	0	346.53	1,498.35	0.00 (	1,498.35)	0.00
439.01	POLICE SERVICES	2,000	2,000	0 (	3.00)	807.00	0.00	1,193.00	40.35
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL USER & SERVICE CHARGES		103,250	103,250	0	7,843.53	59,615.35	0.00	43,634.65	57.74

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FINES & FORFEITURES									
441.01	PENALTIES & INTEREST	95,000	95,000	0	10,581.73	77,725.95	0.00	17,274.05	81.82
441.02	TAX ATTORNEY FEES	50,000	50,000	0	1,784.27	24,989.53	0.00	25,010.47	49.98
443.01	COURT FINES	120,000	120,000	0	8,895.27	79,614.99	0.00	40,385.01	66.35
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	781.80	12,996.26	0.00	1,003.74	92.83
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	275.62	2,940.51	0.00	2,059.49	58.81
449.02	ARREST FEES	10,000	10,000	0	939.42	7,446.08	0.00	2,553.92	74.46
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES		294,000	294,000	0	23,258.11	205,713.32	0.00	88,286.68	69.97
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	24,201.64	230,240.91	0.00	269,759.09	46.05
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	26.00	49.00	0.00	451.00	9.80
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	600 (	600)	0.00	600.00	0.00	0.00	100.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.14	ABATEMENT REIMBURSEMEN	15,000	15,000	0	0.00	990.00	0.00	14,010.00	6.60
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	269.00	801.94	0.00	9,198.06	8.02
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	500.00	4,500.00	0.00	1,500.00	75.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE		565,950	566,550 (	600)	24,996.64	237,181.85	0.00	329,368.15	41.86
GRANT AND CONTRIBUTION R									
482.00	GRANT REVENUE	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	3,978.37	0.00 (	2,178.37)	221.02
484.59	CALHOUN COUNTY-FIRE	247,320	247,320	0	0.00	250,992.65	0.00 (	3,672.65)	101.48
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		520,120	520,120	0	0.00	325,971.02	0.00	194,148.98	62.67
INTERGOVERNMENTAL REVENUE									
492.01	XFER IN- 504 PORT COMM	22,321	22,321	0	1,860.08	16,740.72	0.00	5,580.28	75.00
492.02	XFER IN- 501 UTILITY F	494,588	494,588	0	0.00	0.00	0.00	494,588.00	0.00
492.04	XFER IN- 503 BEACH FUN	9,201	9,201	0	766.75	6,900.75	0.00	2,300.25	75.00
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	1,200.00	0.00 (	1,200.00)	0.00
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARF FUND	770,917	770,917	0	0.00	452,791.52	0.00	318,125.48	58.73
493.89	XFER IN- 101 HOTEL/MOT	270,614	270,614	0	22,551.17	202,960.53	0.00	67,653.47	75.00
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE		1,567,641	1,567,641	0	25,178.00	680,593.52	0.00	887,047.48	43.42

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TOTAL REVENUES	12,411,744	12,412,344 (600)	498,501.74	9,834,573.75	0.00	2,577,770.25	79.23

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501-PUBLIC UTILITY FUND
FINANCIAL SUMMARY

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<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	8,062,366	8,062,366	0	614,007.03	5,466,100.52	0.00	2,596,265.48	67.80
FINES & FORFEITURES	100,000	100,000	0	9,827.01	91,326.70	0.00	8,673.30	91.33
OTHER REVENUE	162,104	162,104	0	3,963.97	92,608.52	0.00	69,495.48	57.13
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	8,324,470	8,324,470	0	627,798.01	5,650,035.74	0.00	2,674,434.26	67.87
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	165,923	165,923	0	7,420.74	122,127.47	0.00	43,795.53	73.60
BILLING	454,258	454,960 (	702)	49,499.81	325,646.54	24,221.83	105,091.63	76.90
MAINTENANCE	1,584,911	1,591,350 (	6,439)	131,516.21	1,020,175.87	124,753.10	446,421.03	71.95
WASTEWATER TREATMENT	988,577	989,254 (	677)	66,816.31	669,831.27	18,215.15	301,207.58	69.55
NON-DEPARTMENTAL	5,347,283	5,347,283	0	360,515.98	3,764,939.02	0.00	1,582,343.98	70.41
TOTAL EXPENDITURES	8,540,952	8,548,770 (	7,818)	615,769.05	5,902,720.17	167,190.08	2,478,859.75	71.00
REVENUES OVER/ (UNDER) EXPENDITURES	(216,482)	(224,300)	7,818	12,028.96 (	252,684.43)	(167,190.08)	195,574.51	187.19

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

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	3,286,596	3,286,596	0	240,464.98	2,142,817.00	0.00	1,143,779.00	65.20
431.12 WATER-BULK	0	0	0	0.00	541.55	0.00	(541.55)	0.00
431.13 WATER-METERED COUNTY	103,836	103,836	0	6,987.19	64,687.46	0.00	39,148.54	62.30
431.21 SEWER RESIDENTIAL	1,567,373	1,567,373	0	134,737.93	1,207,324.21	0.00	360,048.79	77.03
431.22 SEWER COMMERCIAL	1,079,863	1,079,863	0	67,614.83	597,763.73	0.00	482,099.27	55.36
431.23 SEWER COUNTY	67,205	67,205	0	5,115.94	47,292.59	0.00	19,912.41	70.37
431.25 SEWER-LOW PRESSURE (LP	975	975	0	120.00	1,095.00	0.00	(120.00)	112.31
431.31 WASTE-GARBAGE COLLECTI	1,019,111	1,019,111	0	84,722.88	760,087.91	0.00	259,023.09	74.58
431.32 SPRING CLEANUP	100,000	100,000	0	2,564.90	23,104.50	0.00	76,895.50	23.10
432.05 GBRA FEES	744,907	744,907	0	61,833.38	556,273.62	0.00	188,633.38	74.68
432.11 WATER TAPS	20,000	20,000	0	1,730.00	9,692.95	0.00	10,307.05	48.46
432.21 SEWER TAPS	6,000	6,000	0	2,145.00	4,105.00	0.00	1,895.00	68.42
432.60 DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61 SERVICE CALL FEES	5,000	5,000	0	960.00	9,600.00	0.00	(4,600.00)	192.00
432.62 SERVICE TRANSFER FEES	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
432.63 SERVICE RECONNECTION F	60,000	60,000	0	4,560.00	40,410.00	0.00	19,590.00	67.35
432.64 SERVICE TEMP WATER	500	500	0	450.00	1,305.00	0.00	(805.00)	261.00
TOTAL USER & SERVICE CHARGES	8,062,366	8,062,366	0	614,007.03	5,466,100.52	0.00	2,596,265.48	67.80
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	100,000	100,000	0	9,856.54	91,356.23	0.00	8,643.77	91.36
442.02 CONTRACT REVENUE	0	0	0	(29.53)	(29.53)	0.00	29.53	0.00
TOTAL FINES & FORFEITURES	100,000	100,000	0	9,827.01	91,326.70	0.00	8,673.30	91.33
OTHER REVENUE								
451.01 INTEREST INCOME	38,000	38,000	0	1,832.70	17,034.56	0.00	20,965.44	44.83
459.03 RETURNED CHECK FEE	1,000	1,000	0	150.00	1,650.00	0.00	(650.00)	165.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	(1,632.71)	(5,751.83)	0.00	40,751.83	16.43
459.08 CCRWSS-GBRA TRANSMISSI	85,104	85,104	0	0.00	60,459.52	0.00	24,644.48	71.04
459.09 CREDIT CARD CONVENIENC	0	0	0	3,613.98	19,214.93	0.00	(19,214.93)	0.00
459.11 AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90 MISCELLANEOUS INCOME	1,000	1,000	0	0.00	1.34	0.00	998.66	0.13
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	162,104	162,104	0	3,963.97	92,608.52	0.00	69,495.48	57.13
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	8,324,470	8,324,470	0	627,798.01	5,650,035.74	0.00	2,674,434.26	67.87

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

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	600,000	600,000	0	39,308.79	412,004.15	0.00	187,995.85	68.67
OTHER REVENUE	15,000	15,000	0	6,826.82	50,667.00	0.00	(35,667.00)	337.78
INTERGOVERNMENTAL REVENUE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	615,000	615,000	0	46,135.61	462,671.15	0.00	152,328.85	75.23
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	<u>785,214</u>	<u>785,214</u>	<u>0</u>	<u>87,199.02</u>	<u>564,327.76</u>	<u>16,628.94</u>	<u>204,257.30</u>	<u>73.99</u>
TOTAL EXPENDITURES	785,214	785,214	0	87,199.02	564,327.76	16,628.94	204,257.30	73.99
REVENUES OVER/ (UNDER) EXPENDITURES	(170,214)	(170,214)	0	(41,063.41)	(101,656.61)	(16,628.94)	(51,928.45)	69.49

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

101-HOTEL OCCUPANCY TAX FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>TAXES</u>									
415.01	HOTEL/MOTEL TAX	600,000	600,000	0	39,308.79	412,004.15	0.00	187,995.85	68.67
	TOTAL TAXES	600,000	600,000	0	39,308.79	412,004.15	0.00	187,995.85	68.67
<u>OTHER REVENUE</u>									
451.01	INTEREST INCOME	15,000	15,000	0	1,226.82	11,667.00	0.00	3,333.00	77.78
459.10	DONATIONS- FESTIVALS	0	0	0	5,600.00	39,000.00	0.00	(39,000.00)	0.00
459.90	MISC INCOME- FESTIVALS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	15,000	15,000	0	6,826.82	50,667.00	0.00	(35,667.00)	337.78
<u>INTERGOVERNMENTAL REVENUE</u>									
493.00.1	XFER IN - FUND 101	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>TOTAL REVENUES</u>									
		615,000	615,000	0	46,135.61	462,671.15	0.00	152,328.85	75.23

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

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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	235,000	235,000	0	8,412.70	60,661.27	0.00	174,338.73	25.81
OTHER REVENUE	32,500	32,500	0	2,501.52	21,416.98	0.00	11,083.02	65.90
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	267,500	267,500	0	10,914.22	82,078.25	0.00	185,421.75	30.68
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	<u>307,330</u>	<u>307,330</u>	<u>0</u>	<u>12,587.13</u>	<u>138,799.96</u>	<u>17,866.46</u>	<u>150,663.58</u>	<u>50.98</u>
TOTAL EXPENDITURES	307,330	307,330	0	12,587.13	138,799.96	17,866.46	150,663.58	50.98
REVENUES OVER/ (UNDER) EXPENDITURES	(39,830)	(39,830)	0	(1,672.91)	(56,721.71)	(17,866.46)	34,758.17	187.27

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

503-BEACH OPERATING FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
433.01 BEACH FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
433.10 R V RENTALS	230,000	230,000	0	8,212.70	57,426.27	0.00	172,573.73	24.97
433.30 PAVILLION RENTALS	3,000	3,000	0	200.00	2,200.00	0.00	800.00	73.33
433.50 TENT RENTALS	2,000	2,000	0	0.00	1,035.00	0.00	965.00	51.75
TOTAL USER & SERVICE CHARGES	235,000	235,000	0	8,412.70	60,661.27	0.00	174,338.73	25.81
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	30,000	30,000	0	2,124.77	20,423.98	0.00	9,576.02	68.08
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	2,500	2,500	0	336.75	953.00	0.00	1,547.00	38.12
459.90 MISCELLANEOUS	0	0	0	40.00	40.00	0.00	40.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	32,500	32,500	0	2,501.52	21,416.98	0.00	11,083.02	65.90
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN - 206 FARF FUN	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	 267,500	 267,500	 0	 10,914.22	 82,078.25	 0.00	 185,421.75	 30.68

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

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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	818,955	818,955	0	73,949.35	642,911.52	0.00	176,043.48	78.50
FINES & FORFEITURES	500	500	0	118.15	589.82	0.00	(89.82)	117.96
OTHER REVENUE	35,600	35,600	0	2,351.55	23,071.47	0.00	12,528.53	64.81
GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	30,200.00	0.00	519,800.00	5.49
INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	76,419.05	812,956.81	0.00	708,282.19	53.44
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	131.56	3,697.72	0.00	(2,275.72)	260.04
CITY HARBOR	7,000	7,000	0	0.00	3,475.00	0.00	3,525.00	49.64
HARBOR OF REFUGE	200,000	200,000	0	0.00	10,000.00	0.00	190,000.00	5.00
SMITH HARBOR	11,000	11,000	0	0.00	4,875.00	0.00	6,125.00	44.32
NAUTICAL LANDINGS MARINA	35,000	35,000	0	0.00	11,157.66	0.00	23,842.34	31.88
OPERATIONS	1,390,148	1,390,279	(131)	23,428.73	399,985.54	489,962.00	500,331.46	64.01
TOTAL EXPENDITURES	1,644,570	1,644,701	(131)	23,560.29	433,190.92	489,962.00	721,548.08	56.13
REVENUES OVER/ (UNDER) EXPENDITURES	(123,331)	(123,462)	131	52,858.76	379,765.89	(489,962.00)	(13,265.89)	89.26

730,389.00 +
252,684.00 -
101,657.00 -
56,722.00 -
433,191.00 +
752,517.00 *

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

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Section VII. Item #E.

504-PORT & HARBORS FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
436.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	12,805.79	109,131.83	0.00	5,868.17	94.90
436.09 HOR - DAILY DOCK RENTA	100,000	100,000	0	8,250.00	80,375.00	0.00	19,625.00	80.38
436.10 HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
436.11 HOR - DOCK LEASES	268,497	268,497	0	23,245.70	205,895.66	0.00	62,601.34	76.68
436.12 TARIFFS	130,000	130,000	0	13,250.71	105,190.85	0.00	24,809.15	80.92
436.20 N L DOCK RENT- TRANSIE	500	500	0	47.25	535.50	0.00	(35.50)	107.10
436.21 N L-DOCK LEASE	90,950	90,950	0	6,866.90	57,522.83	0.00	33,427.17	63.25
436.22 N L -BLDG LEASE	90,028	90,028	0	7,998.14	70,896.11	0.00	19,131.89	78.75
436.23 N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
436.24 SMITH HARBOR RENT	19,980	19,980	0	1,484.86	13,363.74	0.00	6,616.26	66.89
TOTAL USER & SERVICE CHARGES	818,955	818,955	0	73,949.35	642,911.52	0.00	176,043.48	78.50
<u>FINES & FORFEITURES</u>								
442.01 LATE PAYMENT PENALTIES	500	500	0	118.15	589.82	0.00	(89.82)	117.96
TOTAL FINES & FORFEITURES	500	500	0	118.15	589.82	0.00	(89.82)	117.96
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	35,000	35,000	0	2,351.55	22,781.97	0.00	12,218.03	65.09
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION/SALE PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	600	600	0	0.00	289.50	0.00	310.50	48.25
459.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	35,600	35,600	0	2,351.55	23,071.47	0.00	12,528.53	64.81
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	550,000	550,000	0	0.00	30,200.00	0.00	519,800.00	5.49
TOTAL GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	30,200.00	0.00	519,800.00	5.49
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN- FUND 001	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
493.88 XFER IN- 206 FARE FUND	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
 TOTAL REVENUES	 1,521,239	 1,521,239	 0	 76,419.05	 812,956.81	 0.00	 708,282.19	 53.44

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca

JUNE RECAP – July 2, 2025

Residential

- VEDC Staff has provided a developer with potential properties and other information (demographics, waterlines, sewer lines) as requested.
- VEDC staff is working with a local realtor on different potential residential properties.
- VEDC met with a home repair non-profit organization. They may be in the process of dissolving; however, they will use funds locally by donating to another organization/program that puts money into home-repairs.

Marketing

- VEDC will be having some photos done soon to compliment the web page. This has been weather dependent.
 - Photos will include both an “industrial” look and a retail look.
- VEDC moved to a new provider to pull MLS listings so they should populate. Staff will manually add properties not listed. The new list is being reviewed.
- VEDC staff has provided City Manager with a draft of guidelines regarding Port Lavaca becoming a certified “Film Friendly City”, as well as a short presentation. VEDC staff will present it to the council at the request of the City Manager. The guidelines will have to be approved by the City Council through a resolution. Once approved, Port Lavaca will be officially a Certified Film Friendly City.
 - VEDC staff met with Tania (5/30) to discuss photo locations to submit to the State for the Film Friendly website. Pending

Business

- The VEDC staff has reached out to a combined (breakfast/lunch) concept sit down restaurant to have a discussion with them opening in Port Lavaca. Pending.
- VEDC staff has reached out to a franchise broker, seeking opportunities in the area. This is a newer franchise to the area.
- VEDC staff is scheduling a meeting with a local business owner to see if there is any interest in becoming a franchise owner for a viable business.
- VEDC staff met with a local business owner who is interested in investing more in Port Lavaca. We discussed the various incentives offered by the state, depending on requirements.
- VEDC will be manually compiling a list of vacant buildings/land to ensure properties are listed.
- VEDC staff will be scheduling BRE visits with industrial clients in the next couple of months.
- Beginning in August, morning workshops will begin. Date and location TBD.

Projects/Other

- All projects will be updated by VEDC President during quarterly meetings, or if requested earlier. Projects in the area benefit the region.

COMMUNICATION

SUBJECT: Receive Development Services Quarterly Report 04.04.2025 thru 06.30.2025

INFORMATION:



Permit Statistics by Application Type

Section VII. Item #G.

From 04/01/2025 through 06/30/2025

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Report run on: 07-08-2025 18:11:33

Application Type		This Period			Same Period Previous Year		
		# Permits Issued	Valuation	Fees Collected	# Permits Issued	Valuation	Fees Collected
ALCOHOL IN PARKS	Alcohol In Parks	6		\$150.00	0		
CERTIFICATE OF OCCUPANCY	Certificate of Occupancy	5		\$300.00	0		
COMMERCIAL ADDITION	Commercial Addition	1		\$1,619.34	0		
COMMERCIAL ALTERATION/REPAIR	Commercial Alteration/Repair	6		\$1,523.06	0		
COMMERCIAL FENCE OR WALL	Commercial Fence or Wall	1		\$151.92	0		
COMMERCIAL NEW CONSTRUCTION	Commercial New Construction	1		\$4,902.25	0		
COMMERCIAL ROOF/RE-ROOF	Commercial Roof/Re-Roof	6		\$109,748.67	0		
COMMERCIAL SIGN	Commercial Sign	2		\$303.84	0		
ELECTRICAL	Electrical	40		\$3,840.00	0		
FLATWORK/PAVING	Flatwork/Paving	7		\$713.44	0		
GARAGE SALE	Garage Sale	80		\$790.00	0		
MANUFACTURED/MODULAR/TINY HOME	Manufactured/Modular/Tiny Home	1		\$275.00	0		
MECHANICAL	Mechanical	16		\$1,740.00	0		
PLUMBING	Plumbing	31		\$3,275.00	0		
RESIDENTIAL ACCESSORY STRUCTURE	Residential Accessory Structure	6		\$824.61	0		
RESIDENTIAL ADDITION	Residential Addition	1		\$242.95	0		
RESIDENTIAL ALTERATION/REPAIR	Residential Alteration/Repair	7		\$1,515.16	0		
RESIDENTIAL DECK	Residential Fence Or Deck	1		\$101.92	0		
RESIDENTIAL DEMOLITION	Residential Demolition	2		\$0.00	0		



Permit Statistics by Application Type

From 04/01/2025 through 06/30/2025

Report run on: 07-08-2025 18:11:33

Application Type		# Permits Issued	Valuation	Fees Collected	# Permits Issued	Valuation	Fees Collected
RESIDENTIAL FENCE OR WALL	Residential Fence or Wall	6		\$611.52	0		
RESIDENTIAL NEW CONSTRUCTION	Residential New Construction	9		\$7,628.45	0		
RESIDENTIAL POOL OR SPA	Residential Pool or Spa	1		\$444.85	0		
RESIDENTIAL ROOF OR RE-ROOF	Residential Roof or Re-Roof	17		\$1,897.10	0		
SOLAR	Solar	3		\$705.00	0		
Totals:		256		\$143,304.08	0		

Code Enforcement Quarterly Report

Case Type	Number of Cases for Quarter	Inspections by Type
Accum On Property	31	78
Code Compliance	485	970
Junk Vehicle	3	16
Stop Work	8	24
Sub Bldg	9	42
Tall Grass	175	540
Court Cases	1	-
Active Citations	3	16
Citations YTD	15	47

COMMUNICATION

SUBJECT: Receive Quarterly Capital Projects Progress Report 04.01.2025 thru 06.30.2025

INFORMATION:



QUARTERLY CAPITAL PROJECTS PROGRESS REPORT

04/01/2025 - 06/30/2025

30
PROJECTS
BUDGETED FOR FY 24-25

31%
PROJECTS COMPLETION
FOR FY 24-25

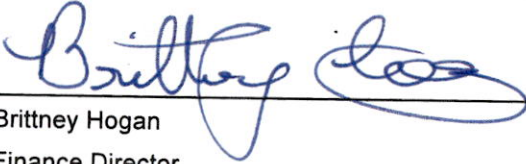
● NOT STARTED ● BEHIND ● ON TRACK ● OVERDUE ● COMPLETE

FUND/DEPT.	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
HOT	GATEWAY SIGNS & LANDSCAPING	\$150,000	\$8,371	NEW GATEWAY SIGNS AND LANDSCAPING AT HWY 35 & HWY 87 AND HWY 35 & CAUSEWAY	PROPOSED DESIGN, WORKING WITH TXDOT TO UNDERSTAND REQUIREMENTS BEFORE FINALIZING THE DESIGN.	6%
GEN FUND/CITY HALL	CITY HALL UPGRADES	\$600,000	\$39,073	CITY HALL UPGRADE PHASE III	CONSTRUCTION ONGOING PHASE 3. PLANNING KICK-OFF MEETING FOR PHASE 4 HAS BEEN HELD AND PHASE 4 IS IN ARCHITECTURAL DESIGN PHASE	7%
GEN FUND/CITY HALL	UTILITY BILLING DRIVE THRU UPGRADES	\$75,000	\$20,532	DRIVE-THRU PNEUMATIC TUBE SYSTEM REPLACEMENT	CONSTRUCTION COMPLETE ON TUBE SYSTEM, REMAINING FUNDS FOR TUBE AWNING	27%
GEN FUND/POLICE	RADAR TRAILERS	\$13,349	\$13,349	PURCHASE OF TWO NEW RADAR TRAILERS	DELIVERED	100%
GEN FUND/POLICE	REPLACEMENT TASERS	\$12,085	\$12,085	REPLACEMENT TASERS FOR THE POLICE DEPARTMENT	COMPLETED	100%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
GEN FUND/POLICE	NEW VINYL FLOOR PLANKS	\$49,736	\$26,963	NEW VINYL FLOOR PLANKS FOR POLICE DEPARTMENT	WORK IS ONGOING	54%
GEN FUND/FIRE	LADIES RESTROOM	\$15,000	\$0	INSTALLATION OF LADIES RESTROOM AND SHOWER AT FIRE STATION #1 ON AUSTIN ST.	HASN'T STARTED YET. WILL BE RE-BUDGETED TO NEXT FY	0%
BOND/STREETS	INDEPENDENCE IMPROVEMENTS	\$5,343,453	\$2,322,176	INDEPENDENCE DR 2 LANE PLUS CONTINUOUS TURN LANE TO HALF LEAQUE	CONSTRUCTION IS ONGOING	43%
BOND/STREETS	ALAMO HEIGHTS IMPROVEMENTS	\$9,669,716	\$4,194,726	ALAMO HEIGHTS PHASE I & II	CONSTRUCTION IS ONGOING	43%
BOND/STREETS	WESTERN HEIGHTS IMPROVEMENTS	\$2,829,300	\$20,750	REHAB OF BORDER, WAREHOUSE, CENTRAL, AND GEORGE ST. FROM BORDER TO WAREHOUSE	ENGINEERING DESIGN	1%
GEN FUND/STREETS	SMITH ROAD IMPROVEMENTS	\$479,553	\$44,600	SMITH ROAD SIDEWALK AND BIKE LANE	CONSTRUCTION IS ONGOING	9%
FARF/STREETS	STREETS DUMP TRUCK	\$113,292	\$113,292	2 DUMP TRUCKS. ONE IS FOR STREETS DEPARTMENT AND THE OTHER IS FOR UTILITY MAINTENANCE	DELIVERED	100%
FARF/STREETS	STREET SWEEPER	\$339,500	\$339,500	PURCHASE OF A STREET SWEEPER	DELIVERED	100%
GEN FUND/STREETS	SCHOOLEY, HENRY, AND BONORDEN IMPROVEMENTS	\$31,550	\$31,550	SCHOOLEY, HENRY AND BONORDEN ST. REHAB	HENRY AND BONORDEN STREETS ARE COMPLETED. SCHOOLEY WILL BE COMPLETED BY THE END OF FY	90%
GEN FUND/PARKS	BAYFRONT SPLASHPAD IMPROVEMENTS	\$63,101	\$63,101	SHADE STRUCTURE AT BAYFRONT SPLASH PAD	THE SPLASH PAD IS COMPLETED	100%
GEN FUND/PARKS	BAYFRONT PARK IMPROVEMENTS	\$25,000	\$20,010	MURAL, SOLAR LIGHTS AND BOLLARDS	EVERYTHING IS COMPLETED EXCEPT THE INSTALLATION OF BOLLARDS	90%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
GEN FUND/PARKS	BAYFRONT PARK IMPROVEMENTS	\$10,000	\$0	POLE BANNERS FOR BAYFRONT PARK	ORDERED. WAITING FOR DELIVERY	0%
GEN FUND/PARKS	CITY PARK IMPROVEMENTS	\$20,000	\$0	IRRIGATION AND LANDSCAPING AT CITY PARK	SOLICITING BIDS FOR LANDSCAPING	0%
GEN FUND/PARKS	BUTTERFLY PARK IMPROVEMENTS	\$15,000	\$0	IRRIGATION AND LANDSCAPING AT BUTTERFLY PARK	SOLICITING BIDS FOR SHADE STRUCTURE	0%
GEN FUND/BAUER	BAUER COMMUNITY CENTER IMPROVEMENTS	\$58,342	\$3,500	IRRIGATION AND LANDSCAPING AT BAUER COMMUNITY CENTER	LANDSCAPING IS COMPLETED. THE FINAL INVOICE WILL BE PAID IN JULY AP	100%
GEN FUND/BAUER	SOUVINEER COIN PRESS		\$0	SOUVENIR COIN PRESS	HASN'T STARTED. REPURPOSED FOR ADDITIONAL BAUER LANDSCAPING, COIN PRESS NO LONGER MADE \$10,000	#DIV/0!
UF FUND/WATER	WATER VALVE LOCATION AND EXERCISE PROGRAM	\$83,490	\$83,490	VALVE AUDIT AND MAPPING	COMPLETED	100%
UF FUND/WATER	WATER SYSTEM IMPROVEMENT (ARPA)	\$4,512,054	\$4,013,811	WATER SYSTEM INPOVEMENT	SUBSTANTIAL COMPLETION. WATER SYSTEM IMPROVEMENT INCLUDES ARPA FUND. RELEASE OF RETAINAGE AT THE COUNCIL MEETING IN JULY.	89%
UF FUND/WATER	DUMP TRUCK	\$113,292	\$113,292	2 DUMP TRUCKS. ONE IS FOR STREETS DEPARTMENT AND THE OTHER IS FOR UTILITY MAINTENANCE	DELIVERED	100%
UF FUND/WATER & WWTP	TXCDBG	\$575,000	\$10,470	WATER/SEWER IMPROVEMENT	ENVIRONMENTAL PHASE. ENGINEERING DESIGN	2%
UTILITY CONSTRUCTION FUND/WWTP	ANN ST LIFTSTATION	\$890,500	\$123,652	LIFT STATION UPGRADES: ANN STREET	CONSTRUCTION IS ONGOING	14%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
PORTS & HARBORS	TPWL BOATING ACCESS	\$488,207	\$27,045	BOATING ACCESS.BREAKWATER REPAIR IN NAUTICAL LANDINGS MARINA	NTP HAS BEEN ISSUED AND WORK IS TO BEGIN AFTER JULY 4TH 2025	6%
PORTS & HARBORS	RESTORE GRANT	\$500,000	\$11,037	RESTORE CITY OF PORT LAVACA SHORELINE CLEANUP	ENVIRONMENTAL PHASE. SUBMITTED AN RFI TO ARMYCORPS. PREPARING RFP	2%
PORTS & HARBORS	SMITH HARBOR IMPROVEMENTS	\$725,000	\$30,200	IMPROVEMENTS SMITH HARBOR PHASE I DOWNTOWN WATERFRONT MASTER PLAN	RECEIVED ENVIRONMENTAL PERMIT. ENGINEERING DESIGN PHASE	4%
PORTS & HARBORS	CDBG MIT	\$13,645,005	\$1,250,430	HAZARD MITIGATION LIVING SHORELINE PROJECT FOR COASTAL RESILIENCY PROGRAM	ONGOING PERMITTING COORDINATION WITH TRITON AND USACE. PROGRESS 95% DESIGN PACKAGE. FINALIZE NAVIGATION AID PERMIT REQUEST FOR USCG	9%
TOTAL:		\$41,445,524	\$12,937,004			31%


 Brittney Hogan
 Finance Director

07/01/25
 Date

COMMUNICATION

SUBJECT: Ratify Port Commission boat slip at Smith Harbor to Ausencio Reyna Rubio
commencing 05.01.2025 thru 04.20.2025

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE **MAY 27, 2025**

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

TENANT

Company name & address POOR BOY BAIT STAND
 C/O AUSENCIO REYNA
 400 E. LIVE OAK STREET
 PORT LAVACA, TX 77979

Home office address 2112 W. AUSTIN ST.
 PORT LAVACA, TX 77979

Contact #s Ausencio Reyna 361-746-0077 cell

Local responsible party Ausencio Reyna

Contact #, email _____

Emergency contact Rosa Reyna (sister) 979-779-3176

PREMISES

50' X 20' BOAT SLIP IN SMITH HARBOR adjacent to Poor Boy Lease
 (Exact location to be approved by Harbor Master)

TERM

Commencement Date MAY 01, 2025

Termination Date APRIL 30, 2026

Monthly Rate Commercial Vessel Dockage Rate as set
 In the City's adopted fee schedule; currently \$300/month

Option: None

**TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE.
 NO SEAFOOD TARIFFS SHALL BE CHARGED UNDER THESE LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of May 1, 2025 (the "Effective Date") between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, as recommended for approval by its Port Commission (hereinafter referred to as "City"), and AUSENCIO REYNA DBA POOR BOY BAIT STAND (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Tenant desires to lease ONE (1) BOAT SLIP owned by City, such land being more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and

WHEREAS, City intends to lease to Tenant a BOAT SLIP located at Smith Harbor, City of Port Lavaca, Texas, identified as "3rd Boat Slip for Poor Boy Bait Stand", consisting of 50' x 20' adjacent to the 0.09 ac leased tract of Poor Boy Bait;

WHEREAS, the City has determined that this lease to Tenant is authorized by law and constitutes a valid public use; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Lease can be acquired by Tenant from the City;

NOW, THEREFORE, the parties hereto, in consideration of the premises and covenants herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, each intending to be legally bound, agree as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

AGREEMENTS

In consideration of the mutual agreements herein set forth, City and Tenant agree as follows:

Article 1. Definitions. As used in this Lease, the following terms (in addition to the terms defined elsewhere herein), and whether singular or plural thereof, shall have the following meanings when used herein with initial capital letters:

"Award" shall mean any payment or other compensation received or receivable from or on behalf of any governmental authority or any person or entity vested with the power of eminent domain for or as a consequence of any Taking.

"Bulkhead" shall mean the dockage facilities located adjacent to the Leased Premises that may or may not be leased by separate agreement or by special agreement herein.

“Business Day” shall mean a day other than Saturday, Sunday or legal holiday recognized in City’s Tariffs.

“City” shall mean the City of Port Lavaca, Texas, a home rule municipality and governmental subdivision identified in the opening recital of this Lease, including its duly appointed and authorized Port Commission, and its successors and assigns and subsequent owners of the Leased Premises.

“City Facilities” shall mean all channels, railways, waterways, docks, slips and other facilities and improvements owned, operated or controlled by City (other than the Leased Premises) which are necessary for access to, or the use and operation of, the Leased Premises as contemplated hereunder.

“City’s Tariffs” shall mean the rates, rules, regulations, policies and tariffs issued, adopted, amended and reissued by City, as recommended by its duly appointed and authorized Port Commission, from time to time (including, without limitation, Tariff No. 1-A, as it may be amended)

“Dockage Charges” are those amounts charged to Tenant pursuant to the City’s Tariff, as amended from time to time as recommended by its duly appointed and authorized Port Commission.

“Event of Default” shall have the meaning set forth in Section 16.01 hereof.

“Fiscal Year” shall mean the twelve month period beginning October 1st of any given year and ending September 30th of the following year.

“Force Majeure” shall mean acts of God;

“Hazardous Materials” shall have the meaning ascribed to it in Section 4.04 hereof.

“Impositions” shall mean (a) all real estate, personal property, rental, water, sewer, transit, use, occupancy and other taxes, assessments, charges, excises and levies which are imposed upon or with respect to (1) the Leased Premises or any portion thereof, or the sidewalks, streets or alley ways adjacent thereto, or the ownership, use, occupancy or enjoyment thereof or (2) this Lease and the Rent payable hereunder; and (b) all charges for any easement, license, permit or agreement maintained for the benefit of the Leased Premises.

“Improvements” shall mean all improvements constructed on the Leased Premises during the term of this Lease.

“Leased Premises” shall mean (a) the property leased by Tenant pursuant to this Lease, and further described in Exhibit “A” hereto, and (b) all Improvements thereon or

hereafter added to the property described in Exhibit "A" which shall not include the bulkhead adjacent to the property.

"Legal Requirements" shall mean any and all (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority in any way applicable to Tenant or the Leased Premises, including zoning, environmental and utility conservation matters, (b) City's Tariffs, (c) insurance requirements and (d) other documents, instruments or agreements (written or oral) relating to the Leased Premises or to which the Leased Premises may be bound or encumbered.

"Permitted Use" shall mean the operation of Tenant's business, Poor Boy Bait Stand, the storage of materials and equipment, dockage/loading/unloading of up to two (2) shrimp boats and use of any agreed upon City-owned property for public parking, and including use of the transportation infrastructure access to any other easements or public highways.

"Taking" shall mean the taking, damaging or destroying of all or any portion of the Leased Premises by or on behalf of any governmental authority or any other person or entity pursuant to its power of eminent domain.

"Total Taking" shall mean any Taking of all or substantially all of the Leased Premises, or of so much of the Leased Premises that the portion remaining cannot, in Tenant's good faith judgment reasonably exercised, be economically restored so as to permit economically sound operation.

"Partial Taking" shall mean any Taking of less than all of the Leased Premises such that the portion remaining can, in Tenant's good faith judgment reasonably exercised, be economically restored so as to permit economically sound operation.

"Transfer" shall mean an assignment of this lease to another entity, whether related or unrelated.

Article 2. Leased Premises.

Section 2.01. Description of the Leased Premises. Subject to the provisions of this Lease, City hereby leases, demises and lets to Tenant and Tenant hereby leases from City, the Leased Premises. Both parties acknowledge that City shall have the right to use the Leased Premises in any manner that will not, in City's discretion, reasonably exercised, interfere with Tenant's Permitted Use thereof.

Article 3. Term.

Section 3.01. This lease is for a term of ONE (1) year commencing on the first day of May 2025 and continuing until April 30, 2026. Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 Below.

Article 4. Use.

Section 4.01. Permitted Use. Tenant shall use the Leased Premises for the development and operation of any Permitted Uses under this Lease and in accordance with the City Tariff as it may be amended.

Section 4.02. Continuous Operation. Tenant will occupy and continually use the Leased Premises solely for any or all of the Permitted Uses and in strict compliance with all Legal Requirements. This Lease shall terminate in the event Tenant abandons the use of the Leased Premises for a continuous period of 60 days unless excused by Force Majeure. Violation of this provision shall be considered an event of default under Article 16 below.

Section 4.03. Specifically Prohibited Use. Tenant will not (a) use, occupy or permit the use or occupancy of the Leased Premises or use City's other property for any purpose or in any manner which is or may be, directly or indirectly, (1) inconsistent with the requirements of this Lease, (2) violative of any of the Legal Requirements, (3) dangerous to life, health, the environment or property, or a public or private nuisance or (4) disruptive to the activities of any other Tenant or occupant of property adjacent to the Leased Premises, (b) commit or permit to remain any waste to the Leased Premises or (c) commit, or permit to be committed, any action or circumstance in or about the Leased Premises which, directly or indirectly, would or might justify any insurance carrier in canceling the insurance policies maintained by Tenant on the Leased Premises and Improvements thereon. City hereby confirms to Tenant that the use of the Leased Premises for the Permitted Use shall not constitute a prohibited use hereunder so long as the same is conducted in compliance with applicable Legal Requirements.

Section 4.04. Environmental Restrictions. Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and

Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City's Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

Section 4.05. Notification of Potential Liability Triggering Event. Within two (2) Business Days following receipt thereof, Tenant shall notify and provide City with all copies of written notices, demands, lawsuits, or other correspondence from any federal, state or local governmental agency or private party including, but not limited to, the following:

- (a) The violation of any federal, state, or local statute or regulation;
- (b) The loss of any operating permit;
- (c) Any enforcement action undertaken by any federal, state or local governmental agency, or any private party;
- (d) The institution of any lawsuit by any governmental entity or any private party; or
- (e) The service of a potentially responsible party demand letter from any private or governmental party.

Section 4.06. Consequences of Tenant's Violation of Environmental Legal Requirements. In the event Tenant's violation of environmental Legal Requirements expose City to fines or penalties as the owner of the Leased Premises, Tenant shall provide the defense of the City with respect to such fines and penalties under the appropriate regulatory, administrative, or judicial procedures, and will pay any such fines or penalties timely and promptly after completion of any such defensive or mitigative proceedings, including appeals, if any. In the event of Tenant's unreasonably repeated conviction of the same violation of environmental Legal Requirements within any twelve-month period, City may re-open negotiations regarding the Term and Land Rent under this Lease.

Section 4.07. INDEMNIFICATION. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, COMMISSIONERS, AND BOARD MEMBERS, WHETHER ELECTED OR APPOINTED, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES, COSTS AND EXPENSES), ENFORCEMENT ACTIONS, OR PENALTIES, ARISING OUT OF ANY ACCIDENT OR OTHER OCCURRENCE IN OR ABOUT THE LEASED PREMISES RESULTING FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT, ITS AGENTS, SERVANTS, AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE TENANT THAT RESULT IN THE LEASED PREMISES BEING

CONTAMINATED BY CHEMICALS OR OTHER SUBSTANCES, EXCEPT TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION BY THE CITY OR ITS AGENTS.

Section 4.08. Liability for Environmental Cleanup. Tenant shall be responsible for the cleanup and removal of any environmental damages caused by its operations. In the event Tenant fails to immediately clean up and remove any environmental condition or damage resulting from Tenant's operations, Landlord may, at its option, clean up and remove such condition and/or damage and take such action as may be required to comply with applicable rules and regulations relating thereto, at Tenant's expense, and bill Tenant for same on the basis of cost plus twenty percent (20%).

Section 4.09. Compliance with City Code of Ordinances related to Smoking. Tenant shall comply with Article 2 of Chapter 20 of the City's Code of Ordinances related to Smoking.

Article 5. Rent.

Section 5.01 Land Rent. Tenant shall pay to City monthly rent in the amount equal to the published City's Commercial Vessel Dockage rate beginning May 1, 2025 and on the first (1st) day of each month thereafter during the term of this Lease.

Section 5.02. Wharfage Rates and Charges/Monthly Reporting Requirement. All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities.

Section 5.03. Place of Payment. Rental due hereunder shall be paid to City at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as City may from time to time designate in writing. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset except as herein provided.

Section 5.04. Delinquent Payments. All Rent and other payments required of Tenant hereunder which are not paid by the tenth of the month shall be assessed a charge of ten percent (10%) of the rent then due per month of delinquency. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent any or all of the same are considered to be interest under applicable law, exceed the maximum rate of interest allowable under applicable law.

Section 5.05. Other Charges: Tenant shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed,

assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Leased Premises or pipelines, any payment of the Lease payments or any other payments by Tenant and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Lease term.

Section 5.06. Tenant to Control Charges. City shall, to the maximum extent permitted by law, permit Tenant to pay directly to the relevant taxing or other authorities or third parties all charges due under this Article 5, if Tenant so requests.

- a. Tenant may, at Tenant's expense and in Tenant's or City's name, in good faith contest any charges (and City shall cooperate fully in any such contest) and, in the event of any such contest, may permit such charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless City shall notify Tenant that, in the reasonable opinion of City, by nonpayment of any such charges the interest of City in the Lease will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event Tenant shall promptly pay any such charges.
- b. Tenant agrees to conduct any such contest or appeal in a reasonable manner and further agrees that it will not enter into any settlement or compromise that would obligate City to make any payment or to take or refrain from taking any action, other than ministerial acts.
- c. All rebates, refunds or other return of charges shall be paid directly to Tenant, or if received by the City, shall be promptly paid over to Tenant.

Section 5.07. Land Rent upon Holdover. If Tenant shall holdover following expiration of this lease, Tenant shall pay the sum of one hundred fifty percent (150%) of Land Rent defined in Paragraph 5.01, including any increases that have occurred during the lease term. This holdover rent shall be due beginning the 1st day of the month following the expiration of this Lease.

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written notice to City, Tenant shall remove such **non-permanent** Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled

to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

Section 6.02. Permits. Tenant shall obtain and maintain in effect at all times during the Term all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of the Improvements and Tenant's use and occupancy of and operations at the Leased Premises.

Section 6.03. Alterations & Improvements. Tenant shall not make, or permit to be made, any alterations, improvements or additions to, or install, or permit to be installed, any fixture or equipment in or on the Leased Premises, without the written approval of City. Such written approval must be obtained prior to commencement of construction. City shall not unreasonably withhold or delay such approval. All improvements made, placed, or constructed on the Leased Premises by Tenant shall be maintained at the sole cost and expense of Tenant. Tenant shall construct and install its improvements in a good and workmanlike manner. All permanent improvements become the property of the City and shall not be removed. Any improvements made shall be in accordance with the Americans with Disabilities Act.

Section 6.04. Condition of Leased Premises. Tenant acknowledges that it has independently and personally inspected the Leased Premises and that it has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition, **"AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, without any warranty of (a) the nature or quality of any construction, structural design or engineering of any Improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such Improvements, or (c) the soil and environmental conditions existing at the Leased Premises and the suitability of the Leased Premises for any particular purpose or developmental potential. City shall not be required to make any Improvements to the Leased Premises or to repair any damages to the Leased Premises.

Section 6.05. Repair and Maintenance. Tenant shall maintain the Leased Premises at all times during the Term in a good, clean, safe, operable and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

Section 6.06. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the

Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

Section 6.07. Damages to property and facilities. Tenant shall be responsible for all damages to the property and facilities of Landlord occasioned by its use of the Leased Premises. In the event Tenant fails to repair any damaged property and/or facility to its previously undamaged condition within thirty (30) days of the date the damage occurred, Landlord may, at its option, order the property or facilities repaired at Tenant's expense and bill Tenant on the basis of cost plus twenty percent (20%) for such repairs. Tenant shall not be responsible for damage occurring as a result of normal wear and tear.

Article 7. Utilities. Tenant shall, at its sole cost and expense, provide for appropriate fencing for the Leased Premises which shall become a permanent fixture on the Lease Premises. Tenant shall, at its sole cost and expense, provide for whatever additional services and utilities it may desire, including but not limited to water, both potable and non-potable, fire water, gas, electricity, telephone, internet, sewage treatment, waste water collection and drainage and any other utilities or similar services used in or on the Leased Premises, but shall have no obligation to provide such services or utilities except as needed by Tenant. Tenant shall be responsible for all costs and charges in connection therewith and agrees to pay the same promptly as such charges accrue, and to protect, indemnify and hold City harmless from and against any and all liability for any such costs or charges.

Article 8. Impositions. During the Term, Tenant shall pay or cause to be paid as and when the same shall become due, all Impositions. Impositions that are payable by Tenant for the tax year in which Commencement Date occurs as well as during the year in which the Term ends shall be apportioned so that Tenant shall pay its proportionate share of the Impositions payable for such periods of time. Where any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when such installments become due. Upon request by City, Tenant shall deliver to City evidence of payment of any Imposition Tenant is obligated to pay hereunder.

Article 9. Transfer by Tenant.

Section 9.01. General. Tenant shall not affect or suffer any Transfer without the prior written consent of City. Any attempted Transfer without such consent shall be void and of no effect. If City does consent to a Transfer, Tenant herein shall not be relieved of any responsibility, including, but not limited to the duty to pay rent and guarantees of performance under this Lease.

Section 9.02. Liens. Without in any way limiting the generality of the foregoing, Tenant shall not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Tenant's leasehold estate created hereby, any lien,

security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid does arise or is asserted, Tenant will, promptly upon demand by City and at Tenant's expense, cause same to be released.

Article 10. Access by City/exercise of Self-Help. City, its employees, contractors, agents and representatives, shall have the right (and City, for itself and such persons and firms, hereby reserves the right) to enter the Leased Premises during reasonable business hours and upon reasonable notice (a) to inspect the Leased Premises, (b) to show the Leased Premises to prospective purchasers or tenants, (c) to determine whether Tenant is performing its obligations hereunder and, if it is not, to perform same at City's option and Tenant's expense or (d) for any other reasonable purpose. In an emergency, City (and such persons and firms) may use any means to open any door into or in the Leased Premises without any liability therefor. Entry into the Leased Premises by City or any other person or firm named in the first sentence of this Article for any purpose permitted herein shall not constitute a trespass or an eviction (constructive or otherwise), or entitle Tenant to any abatement or reduction of Rent, or constitute grounds for any claim for damages for any injury to or interference with Tenant's business, for loss of occupancy or for consequential damages, but City shall not unreasonably interfere with Tenant's use or quiet enjoyment of the Leased Premises.

Article 11. Insurance.

Section 11.01. Liability Insurance. The Tenant shall, during the term of this Lease and any subsequent renewals thereof, at its expense, maintain in effect Commercial General Liability insurance and Environmental Impairment Liability Insurance. Each policy shall be in an amount not less than Two Million (\$2,000,000.00) general aggregate for bodily injury and property damage. City shall be included on the Tenant's Commercial General Liability policy as an additional insured and furnished a Certificate of Insurance evidencing such coverage. The coverage shall also provide for a waiver of all rights of subrogation.

Section 11.02. Property Insurance. Tenant shall, during the term of this Lease and any subsequent renewals thereof, at its expense, maintain in effect Commercial Property insurance covering City's buildings, fixtures, equipment, and tenant improvements and betterments at actual cash value as defined as replacement cost. Tenant shall procure and maintain Commercial Property insurance to cover its personal property.

ARTICLE 12. INDEMNITY.

TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED, , AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS,

DESIGNEES, REPRESENTATIVES AND AGENTS, HEREINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS "INDEMNITEES" FROM AND AGAINST ALL LIABILITY FOR, AND ASSUMES THE RISK OF ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER FOR DAMAGE TO THE PROPERTY OF INDEMNITEE AND OF TENANT, AND FOR THE PERSONAL INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF CITY) AND/OR DAMAGE TO ANY PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY BELONGING TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) AND FOR ANY OTHER LIABILITY, DAMAGES, FINES OR PENALTIES (EXCEPT WHERE REIMBURSEMENT FOR FINES OR PENALTIES IS PROHIBITED BY APPLICABLE LAW), INCLUDING COSTS, EXPENSES, PENALTIES AND INTEREST, ATTORNEY FEES AND SETTLEMENTS HEREINAFTER REFERRED TO COLLECTIVELY AND SEVERALLY AS "CLAIMS", ARISING OUT OF OR IN ANY WAY CONNECTED WITH TENANT'S USE OF THE LEASED PREMISES OR TENANT'S PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS LEASE AGREEMENT, EXCEPT FOR SUCH INCIDENTS RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY TENANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF TENANT, AND TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY TENANT'S, (INCLUDING ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL

INDEMNITEE FOR A PARTICULAR CLAIM, INsofar AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, RESULTING EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT INDEMNITEE SEEKING TO ENFORCE THE INDEMNIFICATION.

CITY AND TENANT ACKNOWLEDGE THAT THIS STATEMENT AND THE FOREGOING INDEMNIFICATION UNDER THIS ARTICLE 12 COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS AND HAS BEEN REVIEWED AND APPROVED BY EACH PARTY'S OWN RESPECTIVE INDEPENDENT LEGAL COUNSEL. THE INDEMNIFICATION ARISING HEREIN SHALL SURVIVE THE TERMINATION OF THIS LEASE.

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

(a) If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during the Term, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the same to the condition in which the destroyed or damaged portion existed prior to the casualty. Tenant will perform such restoration with at least as good workmanship and quality as the improvements being restored, and in compliance with the provisions of Article 6 hereof. Notwithstanding the foregoing provisions of this subparagraph (a) to the contrary, if all such improvements are wholly destroyed by any casualty, or are so damaged or destroyed that, the City determine in its sole discretion that it would be uneconomic to cause the same to be restored, then Tenant shall not be obligated to restore such improvements and this Lease shall terminate as of the date the Improvements are removed and the property is restored in accordance with §6.01.

(b) If a casualty loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Tenant for the damages arising from such casualty shall be distributed and paid directly to the Party actually performing the restoration of the Leased Premises under Sections 6.01 and 13.01(a), as interest may appear, for all damages to the Leased Premises or for costs incurred for the restoration of the Leased Premises to its unimproved condition as provided in Section 6.01.

Section 13.02. Notice of Damage. Tenant shall immediately notify City of any destruction of or damage to the Leased Premises.

Article 14. Condemnation.

Section 14.01. Total Taking. If a Total Taking of the Leased Premises occurs, then this Lease shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises and the parties shall be entitled to receive and retain the Award for the Taking of the Leased Premises as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the provisions of Section 6.01 above.]

Section 14.02. Partial Taking. If a Partial Taking of the Leased Premises occurs, as defined in Article 1 above, (a) this Lease shall continue in effect as to the portion of the Leased Premises not taken, and (b) Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Improvements located in (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the Taking. In the event of a Partial Taking of the Leased Premises, the parties shall be entitled to receive and retain the Award for the portion of the Leased Premises taken, as interest may appear. [For example, it is anticipated under the present terms of this Lease that the award in respect of the real property would inure to the City, the award with respect to value of the Leasehold estate would inure to Tenant, and the award with respect to the value of the Improvements would inure to the respective parties as interest might then appear, in accordance with the provisions of Section 6.01 above.] In addition, upon a Partial Taking, the Land Rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

Section 14.03. Notice of Proposed Taking. Tenant and City shall immediately notify the other of any proposed Taking of any portion of the Leased Premises.

Article 15. Quiet Enjoyment. Tenant, on paying the Rent and all other sums called for herein and performing all of Tenant's other obligations contained herein, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Leased Premises during the Term subject to the provisions of this Lease. City agrees to warrant and forever defend Tenant's right to occupancy of the Leased Premises against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, by, through or under City (but not otherwise), subject to the provisions of this Lease, all matters of record in the Official Records of Calhoun County, Texas, and any unrecorded easements or licenses executed by City to the extent the foregoing are validly existing and applicable to the Leased Premises.

Article 16. Default.

Section 16.01. Events of Default. Each of the following occurrences shall constitute an Event of Default by a party under this Lease:

- (a) The failure of **Tenant** to pay any amount due under this Lease on or before the 10th day of the month.
- (b) The failure by a Tenant to perform, comply with or observe any other agreement, obligation or undertaking of such Tenant, and the continuance of such failure for a period of thirty (30) days after receipt of notice from the non-defaulting party specifying such failure, except that if cure is not reasonably possible within such thirty (30) day period, Tenant shall not be in default if it promptly commences cure within such period and thereafter diligently pursues cure until completion;
- (c) The filing of a petition by or against Tenant in any bankruptcy or other insolvency proceeding, or seeking any relief under the federal Bankruptcy Code or any similar debtor relief laws; or
- (d) Use of the Leased Premises by Tenant or its successors or assigns for any purpose other than a Permitted Use, as defined in Article 1, and Tenant's failure to cease such impermissible use within thirty (30) days of receipt of notice of such violation from City.

Section 16.02. Remedies. Upon the occurrence of an Event of Default by Tenant, the Landlord may, in addition to its other remedies, terminate this Lease upon thirty (30) days notice to the other party; however, such notice shall not be effective if the Tenant cures the Event of Default within the meaning of Section 16.01(b) above. Further, Landlord may declare all Land Rent for the entire balance of the then current Lease Term immediately due and payable, together with all other charges, payments, costs, and expenses payable by Tenant as though such amounts were payable in advance on the date the Event of Default occurred.

Section 16.03. No Waiver; No Implied Surrender. Provisions of this Lease may not be waived orally or impliedly, but only by the party entitled to the benefit of the provision evidencing the waiver in writing. No waiver of any breach by a party shall constitute a waiver of any subsequent breach.

Section 16.04. City's Right of Reentry Upon Default. At any time after the occurrence of an Event of Default, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money

or perform any other act. All sums so paid by Landlord (together with interest added at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent (10%) per annum) and all costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

Article 17. Right of Reentry.

Upon the expiration or termination of the Term for whatever cause, or upon the exercise by City of its right to re-enter the Leased Premises without terminating this Lease, Tenant shall immediately, quietly and peaceably surrender to City possession of the Leased Premises in the condition and state of repair required under the Lease and Tenant shall remove the non-permanent Improvements in accordance with Section 6.01 hereof. If Tenant fails to surrender possession as herein required, City may initiate any and all legal action as City may elect to dispossess Tenant and all persons or firms claiming by, through or under Tenant of its non-permanent Improvements from the Leased Premises, and may remove from the Leased Premises and store (without any liability for loss, theft, damage or destruction thereto) any such non-permanent Improvements at Tenant's cost and expense. For so long as Tenant remains in possession of the Leased Premises after such expiration, termination or exercise by City of its re-entry right, Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all of the obligations of Tenant under this Lease, except that the Land Rent shall be **twice the per day Land Rent in effect immediately prior to such expiration**, termination or exercise by City. No such holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the condition herein required, City may, at Tenant's expense, restore the Leased Premises to such condition.

Article 18. Miscellaneous.

Section 18.01. Independent Obligations; No Offset. The obligations of Tenant to pay Rent and to perform the other undertakings of Tenant hereunder constitute independent unconditional obligations to be performed at the times specified hereunder, regardless of any breach or default by City hereunder. Tenant shall have no right to claim any nature of lien against the Leased Premises or to withhold, deduct from or offset against any Rent or other sums to be paid to City by Tenant.

Section 18.02. Applicable Law. This Lease shall be governed by, construed and shall be enforceable in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws. Venue for any action brought hereunder shall lie in the State District Courts of Calhoun County, Texas.

Section 18.03. Assignment by City. City shall have the right to assign, in whole or in part, any or all of its rights, titles or interests in and to the Leased Premises or

this Lease and, upon any such assignment, City shall be relieved of all unaccrued liabilities and obligations hereunder to the extent of the interest so assigned.

Section 18.04. Estoppel Certificates. From time to time at the request of City, Tenant will promptly and without compensation or consideration execute, have acknowledged and deliver a certificate stating (a) the rights (if any) of Tenant to extend the Term or to expand the Leased Premises, (b) the Rent (or any components of the Rent) currently payable hereunder, (c) whether this lease has been amended in any respect and, if so, submitting copies of or otherwise identifying the amendments, (d) whether, within the knowledge of Tenant after due investigation, there are any existing breaches or defaults by City hereunder and, if so, stating the defaults with reasonable particularity and (e) such other information pertaining to this Lease as City may reasonably request.

Section 18.05. Signs. Tenant shall not install any signs, placards or other advertising or identifying marks upon the Leased Premises or upon the exterior of any Improvements to or constituting a part of the Leased Premises without the prior written consent of City, which shall not be unreasonably withheld. Tenant agrees to remove promptly and to the satisfaction of City (at Tenant's sole cost and expense) upon the expiration or earlier termination of the Term any and all such signs, placards or other advertising or identifying marks.

Section 18.06. Relation of the Parties. It is the intention of the parties to create hereby the relationship of City and Tenant, and no other relation is hereby created. Nothing in this Lease shall be construed to make the parties partners or joint venturers or to render either party liable for any obligation of the other.

Section 18.07. Public Disclosure. City is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552), and as such City is required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Tenant agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by City as required by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement will not expose City (or any party acting by, through or under City) to any claim, liability or action by Tenant.

Section 18.08. Notices and Billing Address. All notices and other communications given pursuant to this Lease shall be in writing and shall either be mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, and addressed as set forth in this Lease, or sent by prepaid telegram, cable or telex followed by a confirmatory letter. Notice mailed in the aforesaid manner shall become effective three (3) Business Days after deposit;

notice given in any other manner shall be effective only upon receipt by the intended addressee. For the purposes of notice and/or billing, the address of

- (a) City shall be:
 City of Port Lavaca
 202 N. Virginia
 Port Lavaca, Texas 77979
 Attention: City Manager (payments – Finance Director)
- and

- (b) Tenant shall be:
 AUSENCIO REYNA
 DBA POOR BOY BAIT STAND
 400 E. Live Oak Street
 Port Lavaca, Texas 77979

Each party shall have the continuing right to change its address for notice hereunder by the giving of fifteen (15) days prior written notice to the other party; provided however, if Tenant vacates the location that constitutes its address for notice hereunder without changing its address for notice pursuant to this Lease, then Tenant's address for notice shall be deemed to be the Leased Premises.

Section 18.09. Entire Agreement, Amendment and Binding Effect. This Lease constitutes the entire agreement between City and Tenant relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Lease may be amended only by a written document duly executed by City and Tenant, and any alleged amendment which is not so documented shall not be effective as to either party. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

Section 18.10. Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 18.11. Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be

appropriate; (c) the term “includes” or “including” shall mean “including without limitation”; (d) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (e) the words “hereof” or “herein” refer to this entire Lease and not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

Section 18.12. Authority. The person executing this Lease on behalf of Tenant personally warrants and represents unto City that (a) (if applicable) Tenant is a duly organized and existing legal entity, in good standing in the State of Texas (b) Tenant has full right and authority to execute, deliver and perform this Lease, (c) the person executing this Lease on behalf of Tenant was authorized to do so and (d) upon request of City, such person will deliver to City satisfactory evidence of his or her authority to execute this Lease on behalf of Tenant.

Section 18.13. Incorporation by Reference. Exhibits “A” and “B” hereto is incorporated herein for any and all purposes.

Section 18.14. Force Majeure. City and Tenant shall be entitled to rely upon Force Majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon Force Majeure as an excuse for timely performance unless the party seeking to rely on Force Majeure (a) uses its best efforts to overcome the effects of the event of Force Majeure, (b) gives written notice to the other party within five (5) days after the occurrence of the event describing with reasonable particularity the nature thereof or as soon thereafter as reasonable communications will permit, (c) commences performance of its obligation hereunder immediately upon the cessation of the event or restoration of use of the Leased Premises, and (d) gives written notice to the other party within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

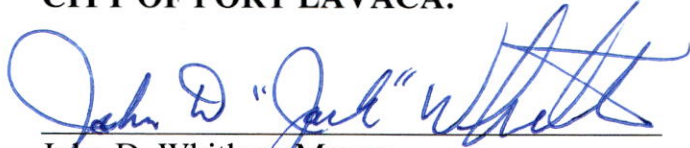
Section 18.15. Interpretation. Both City and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease. Accordingly, no presumption will apply in favor of either City or Tenant in the interpretation of this Lease or in the resolution of the ambiguity of any provision hereof.

Section 18.16. Multiple Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.


[Signatures follow on Next Page]

EFFECTIVE May 1, 2025 and EXECUTED this _____ day of June, _____.

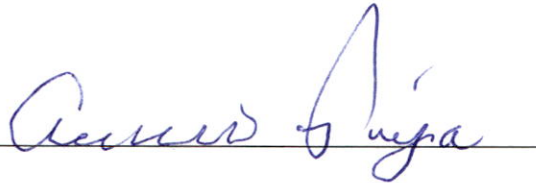
CITY OF PORT LAVACA:


John D. Whitlow, Mayor

ATTEST:


Mandy Grant, City Secretary

TENANT

By: 

Name: Ausencio Reyna

Title: Owner

PERSONAL GUARANTY OF LEASE
(JOINT AND SEVERAL)

In consideration of and as an inducement to landlord to enter into that certain lease dated _____ (“lease”) between City of Port Lavaca (“Landlord”) and _____ (“tenant”) in reliance on this guaranty, _____ (“guarantors”),

jointly and severally unconditionally guarantee the due and punctual payment of all rent, both basic and additional, if any (as defined in the lease), and all other amounts due (including interest and penalties) and to be paid by tenant pursuant to the lease and the performance by tenant of all the terms, conditions, covenants, and agreements of the lease, and guarantors jointly and severally agree to pay all of landlord's costs, expenses, and reasonable attorney's fees incurred in enforcing the covenants and agreements of tenant in the lease or incurred by landlord in enforcing this guaranty.

Guarantors waive notices of the acceptance of this agreement, presentment, protest, notice of protest, and any and all demands for performance or any and all notices of nonperformance which might otherwise be a condition precedent to the liability of guarantor under this guaranty, and guarantors covenant and agree that landlord may proceed directly against guarantors, or any of them individually or in any combination, without first proceeding or making claim or exhausting any remedy against tenant or pursuant to any particular remedy or remedies available to landlord.

Guarantors jointly and severally covenant and agree that, without releasing, diminishing, or otherwise affecting the liability of guarantors under this guaranty, or the performance of any obligation contained in this guaranty, and without affecting the rights of landlord, landlord may, at any time and from time to time, and without notice to or further consent of any guarantor: (a) make any agreement extending or reducing the term of the lease or otherwise altering the terms of payment of all or any part of the rent, or granting any indulgences with respect to the term of lease or payment or modifying or otherwise dealing with the lease; (b) exercise or refrain from exercising or waiving any right landlord might have; (c) accept security of any kind from tenant; (d) consent to any assignment or subletting in accordance with the lease by tenant, its successors, and its assigns, made with or without notice to guarantor; (e) consent to a changed or different use of the leased premises (as defined in the lease); and (f) release, elect not to exercise any right it may have with respect or settle to any guarantor without affecting landlord's rights as against any other guarantor.

Guarantors agree that in the event of any one of the following: (a) tenant shall become insolvent or shall be adjudicated a bankrupt; (b) tenant shall file a petition for reorganization, arrangement or similar relief under any present or future provision of the Bankruptcy Code; (c) such a petition filed by creditors of tenant shall be approved by a court; (d) tenant shall seek a judicial readjustment of the rights of its creditors under any

present or future federal or state law; or (e) a receiver of all or part of its property and assets is appointed by any state or federal court, and in any such proceeding the lease shall be terminated or rejected or the obligations of tenant under the lease shall be modified, then guarantors will immediately pay to landlord, or its successors or assigns (1) an amount equal to all rent accrued to the date of such termination, rejection or modification, plus (2) an amount equal to the then cash value of all rent which would have been payable under the lease for the unexpired portion of the term thereby demised, together with interest on the amounts designated (1) and (2) above at the highest rate then payable in the state in which the leased premises are located or, in the absence of such a maximum rate, at the rate of eighteen percent (18%) per annum from such termination, rejection or modification to the date of payment.

Neither Guarantors' obligations to make payment in accordance with the terms of this agreement nor any remedy for the enforcement of the agreement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of tenant or its estate in bankruptcy or of any remedy for the enforcement thereof resulting from the operation of any present or future provision of the federal Bankruptcy Act or from the decision of any court.

This guaranty of lease shall be binding upon the successors and assigns of the guarantors and each of them and inure to the benefit of the successors and assigns of the landlord (including any assignee of the lease, which may be assigned as additional security for a loan).

Guarantors have caused this agreement to be executed _____.

Guarantor

COMMUNICATION

SUBJECT: Receive Public Workshop Event Recap report from LJA Architects regarding the Port Lavaca Parks & Recreation Master Plan

INFORMATION:

PORT LAVACA PARKS & RECREATION MASTER PLAN

PUBLIC WORKSHOP EVENT RECAP

Prepared by **LJA**



MEETING INTRODUCTION

The City of Port Lavaca is developing a new Parks and Recreation Master Plan. During this process a Public Workshop was held to obtain vital community feedback and direction for the development of its content.

The event was held on Tuesday, May 20, 2025 at the Bauer Community Center from 6:00 to 8:00 PM in a come-and-go format. Approximately 50 community members attended and contributed to meaningful, collaborative discussion at the interactive stations. This feedback will shape the future Parks and Recreation Master Plan.

The goals of the Workshop were to:

- Familiarize the community with park master planning basics
- Inform the community about the current Parks and Recreation System
- Understand the public's perspectives on the current System
- Collect feedback to begin determining the community's vision for the Parks and Recreation System

Stations were set up throughout the Community Center and ranged from informational to interactive for residents of all ages. Members of the LJA Planning team also were available throughout the event to answer questions and spark discussion among community members. Highlights of each station are provided in this recap.



ABOUT THE PARKS & RECREATION PLAN

Port Lavaca needs your help to update the City's Parks & Recreation Master Plan. The Plan will cover many different topics as illustrated below, serving as a Vision that will guide Port Lavaca's Parks and Recreation System in the coming years.

Port Lavaca necesita tu ayuda para actualizar el Plano Maestro de los Parques y Recreación. Tu opinión ayudara a definir la Vision que guiara a la ciudad de Port Lavaca en los proximos años. Los temas que se incluirán son los siguientes:



ABOUT THE PARKS AND RECREATION PLAN

Parks & Recreation Master Plans are technical documents that serve three key purposes:

- Identify community needs and desires from the System
- Provide strategies to meet those needs and desires both short and long-term
- Meet the criteria to receive grants

Modern Parks & Recreation Master Plans should be updated every three to five years. Our Master Plan was last updated in 1997, and a lot has changed since then!

Considerations

Take a look at the maps! This is where we are discussing today. They show Port Lavaca's parks, trails, floodplains and natural areas, beaches, schools, neighborhoods and more! All of these elements play a role in the overall system.

Timeline

1. Understand community needs and desires (tonight!)
2. Assess system conditions
3. Develop strategies
4. Draft the Master Plan

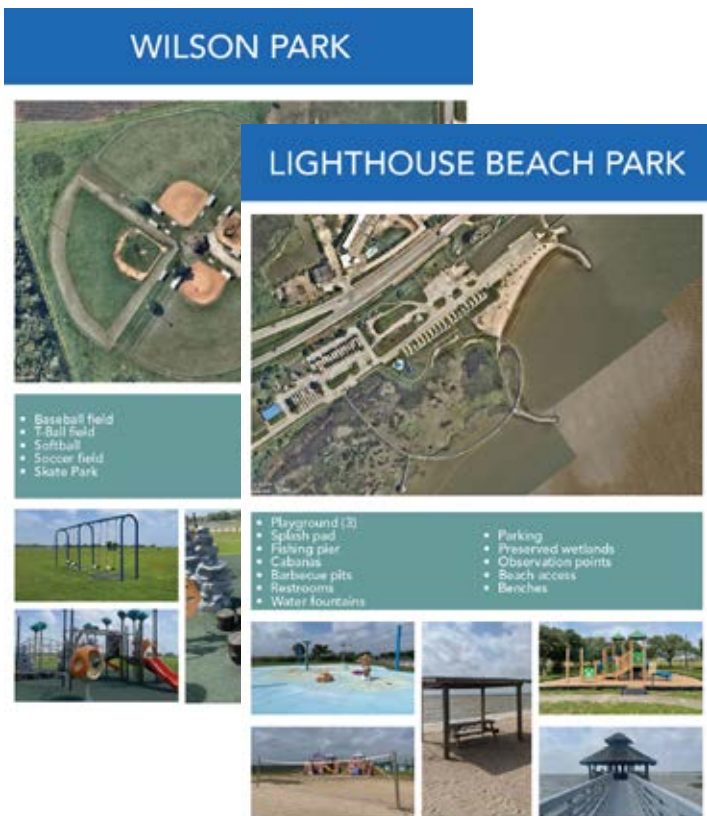
Who

- YOU!
- Port Lavaca Community & Stakeholders
- Elected & Appointed Officials
- City Staff & Consultant Team

Parks are for everyone, so the more residents who collaborate, the better! Everyone is welcome to join in the planning process!

ABOUT THE PARKS & RECREATION MASTER PLAN

This station contained two informational boards that defined the Five W's of the project: WHAT the Parks and Recreation Master Plan is and its purpose; WHO is involved; WHEN it should be updated; WHY it is being updated; and illustrated areas WHERE the Plan would be implemented through maps of Port Lavaca's current and future parks.

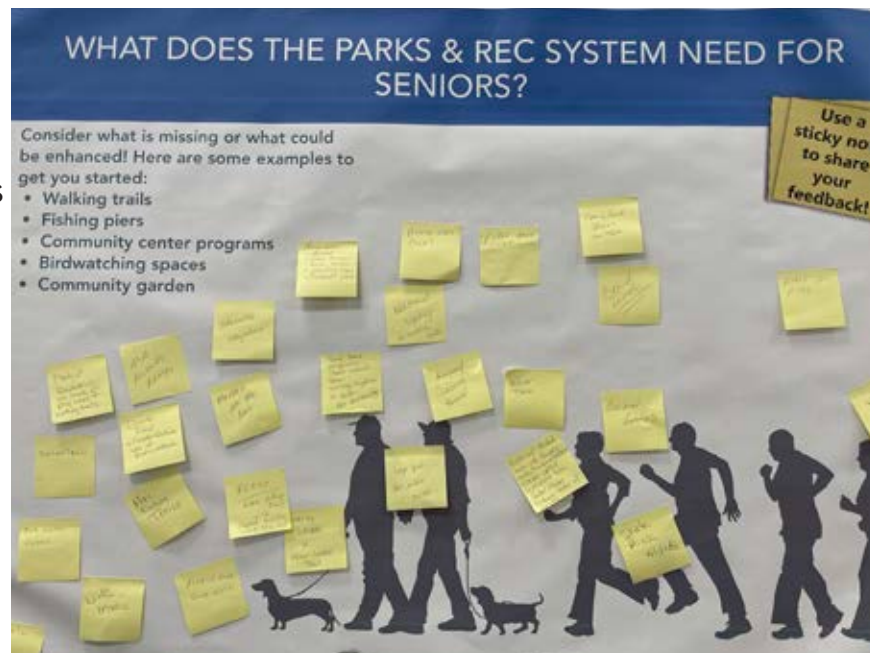


GENERATIONAL NEEDS

SENIORS

This station asked what the Parks and Recreation System is missing for seniors in Port Lavaca. Top responses included:

- Community programs
- Board games
- Pickleball courts
- Additional walking trails
- More shade and seating on existing walking trails



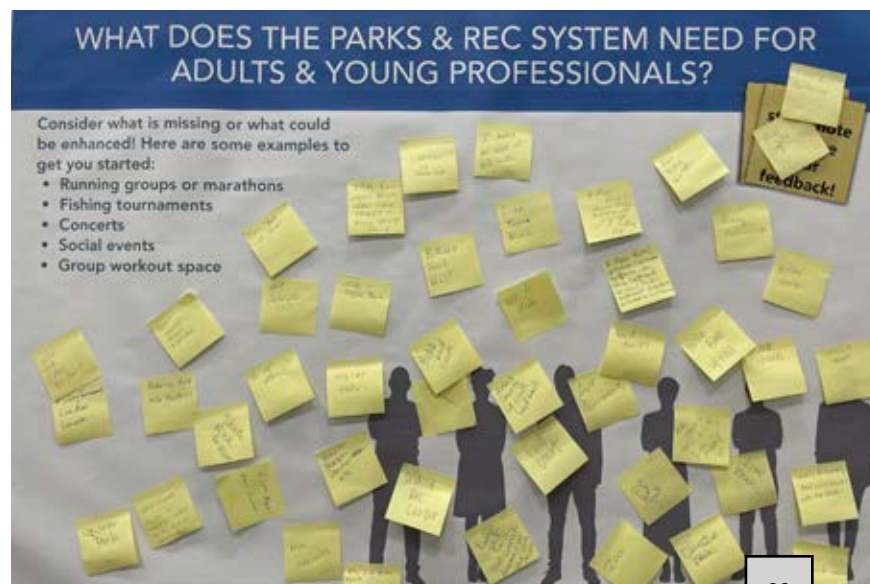
YOUNG ADULTS

This station asked what the Parks and Recreation System is lacking for the adults and young professionals of Port Lavaca.

Many of the top responses reveal a desire for community events or for third spaces to gather:

- Live music or an outdoor festival
- First Friday Art Walk
- Food trucks
- Wine and/or coffee bar

Other responses included a disc golf course, pickleball courts, and a recreational center.



GENERATIONAL NEEDS

TEENAGERS

This station asked what could be added or enhanced for the Parks and Recreation System to better serve Port Lavaca's teenagers. Top responses included:

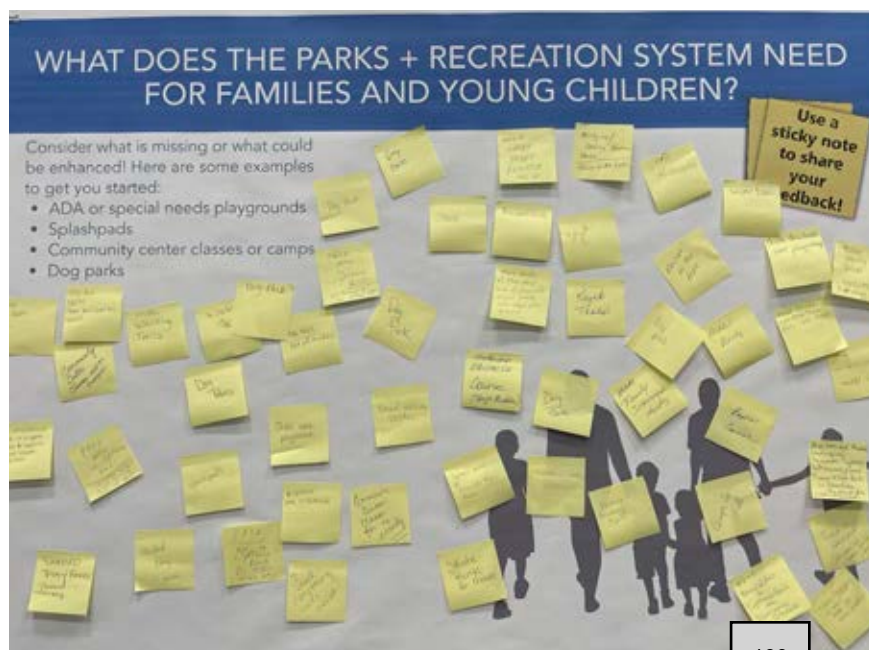
- Indoor or covered basketball court
- Recreational center with sports courts
- After-school, weekend, or summer programs
- Pickleball or tennis court

FAMILIES

This station asked what the Parks and Recreation System could introduce or enhance to better serve the needs of families, including those with young children. The most frequent responses for family-oriented park implementations included:

- More shade trees or structures
- Dog park
- Water park or splash pad
- Free entry to Lighthouse Beach
- Walking, running, or bicycle trails
- Obstacle course

Additional responses included implementing a City-lead sports league for children, kayak launches and trail, and summer, weekend, or after-school programs for children.



WHAT ASPECTS OF PORT LAVACA'S PARKS & RECREATION SYSTEM DO YOU LIKE?

This station asked participants to consider what they enjoy about Port Lavaca's current Parks and Recreation System. Common responses included:

- Bayfront Park and its wide, well-lit sidewalks
- Lighthouse Beach
- Shaded splash pads
- Walking and nature trails
- Easy access to the coastline

Some residents shared that they love the parks, and one responded that "the growth and improvements that have been made are wonderful."

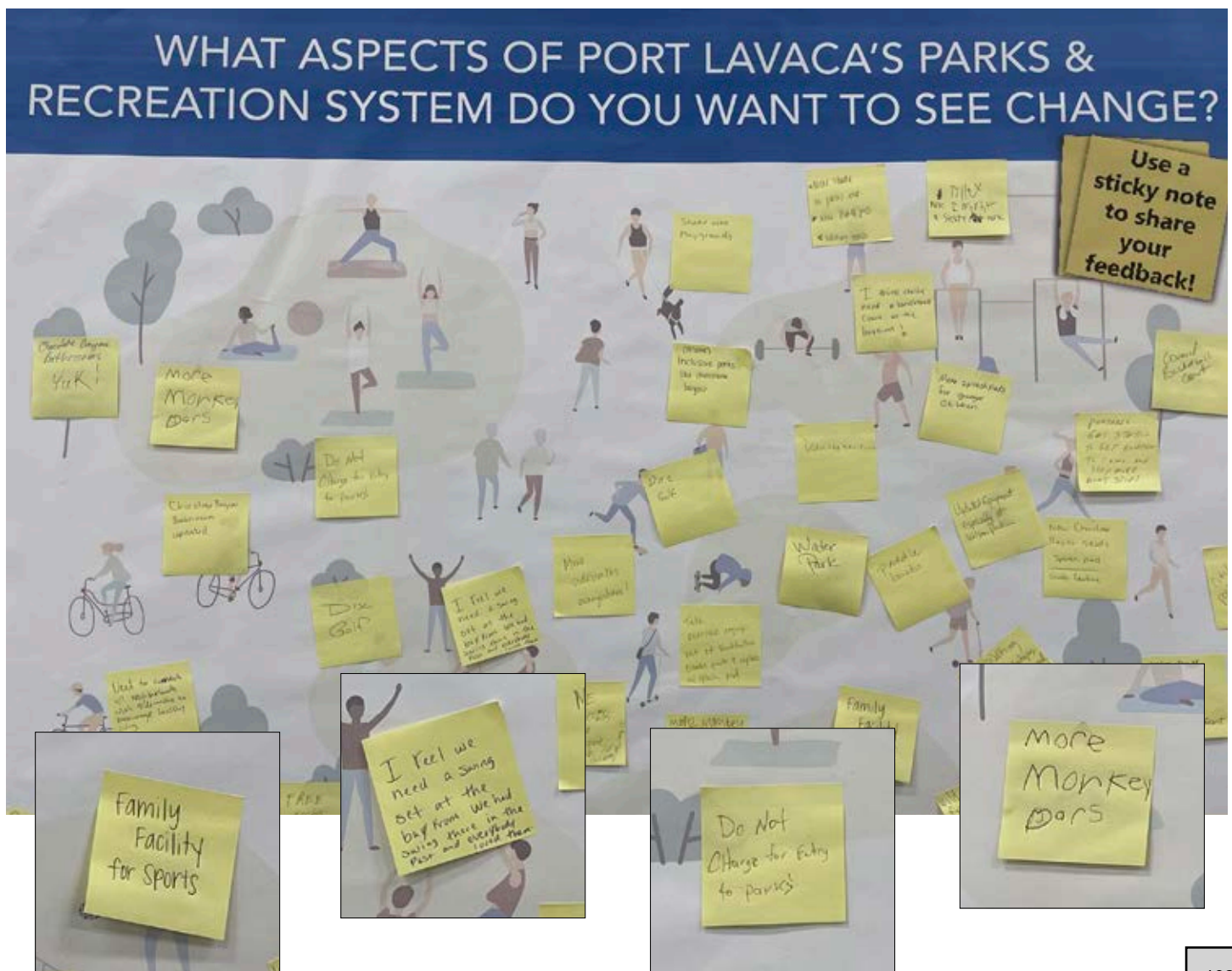


WHAT ASPECTS OF THE PARKS & RECREATION SYSTEM DO YOU WANT TO SEE CHANGE?

This station gave residents an opportunity to share their desires for change in the current parks system. Frequent responses included:

- Shade trees or structures
- Covered or indoor basketball court
- Free entry to all parks and beaches (i.e., Lighthouse Beach)
- Playground equipment such as monkey bars or swings
- Water park or splash pad

Providing additional shade was the one of the most common responses across all boards prompts.

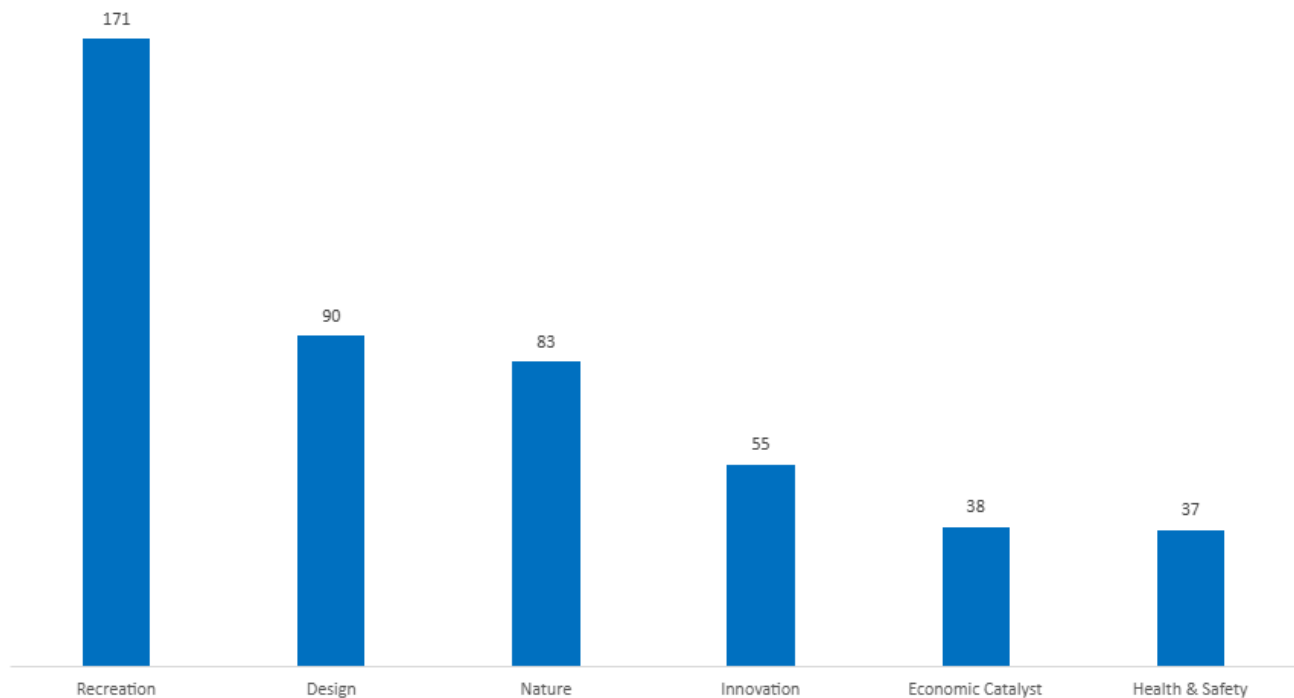


PARKS AND REC JARS OF THE FUTURE

Section VII. Item #J.

This activity contained six potential parks initiatives/objectives and asked participants to fund their parks priorities by allocating each of the ten tickets they were provided as they felt appropriate: whether in just a few jars, evenly between the jars, or even all in one jar!

The results of the Parks and Recreation Jars of the Future activity are detailed in the graph below. Recreation objectives lead the way, with design and nature close behind.



RECREATION

Provide fun and engaging opportunities for enjoyment, sightseeing, and/or fitness.

INNOVATION

Change the way we think about what's possible, and set an example for the rest of the country.

ECONOMIC CATALYST

Activate the local economy by investing in amenities that connect the community to job centers and special places of value.

DESIGN

Enhance public spaces to encourage social interaction and beauty through high quality design to the places that make the City unique.

NATURE

Design spaces that protect sensitive or important natural areas and features, and integrate low impact / "green" practices.

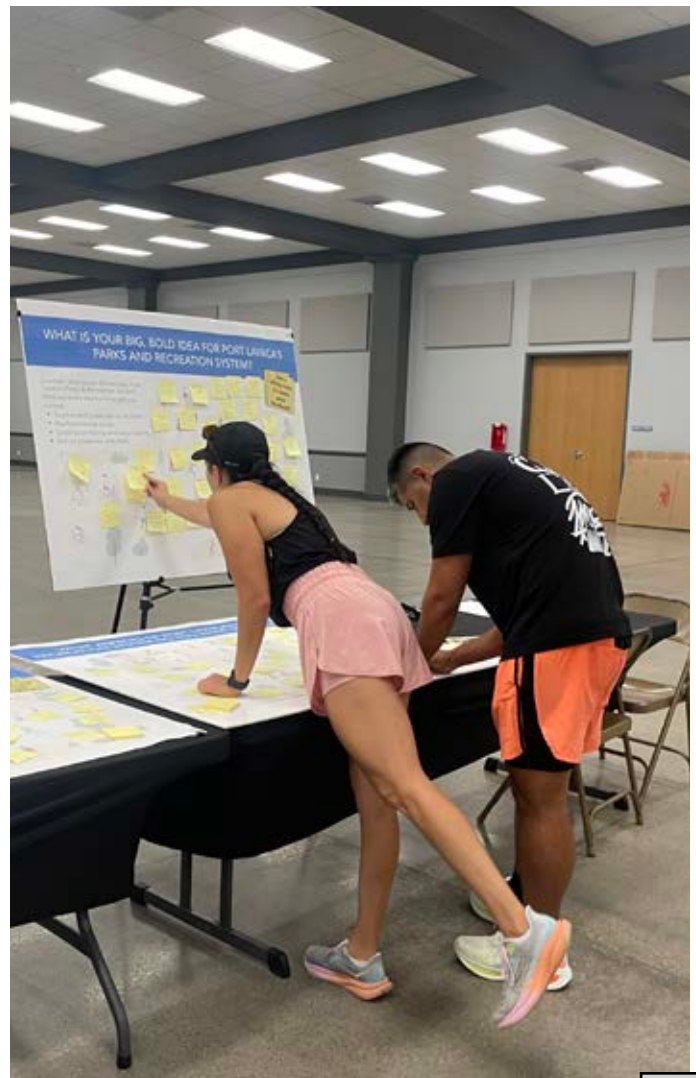
HEALTH & SAFETY

Protect the community by lowering the risk of injury and promoting public health.



Answers varied widely, with top responses including (but not limited to):

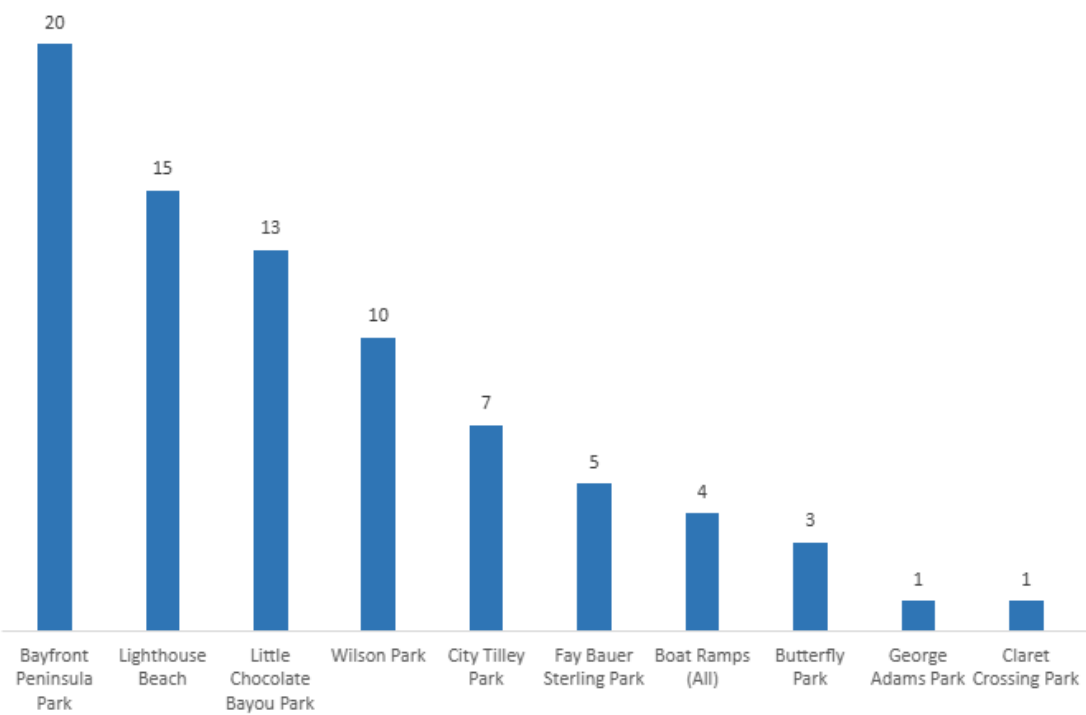
- Additional suggestions included a zoo, arboretum, water park, and paddle boat rentals.



WHICH PARKS, TRAILS, OR RECREATION FACILITIES HAVE YOU OR YOUR FAMILY VISITED IN THE LAST YEAR?

This station included a regional-scaled map to show parks, trails, and facilities located within and nearby Port Lavaca. Participants were asked to locate and name which parks, trails, and recreational facilities they and their families utilized in the past year.

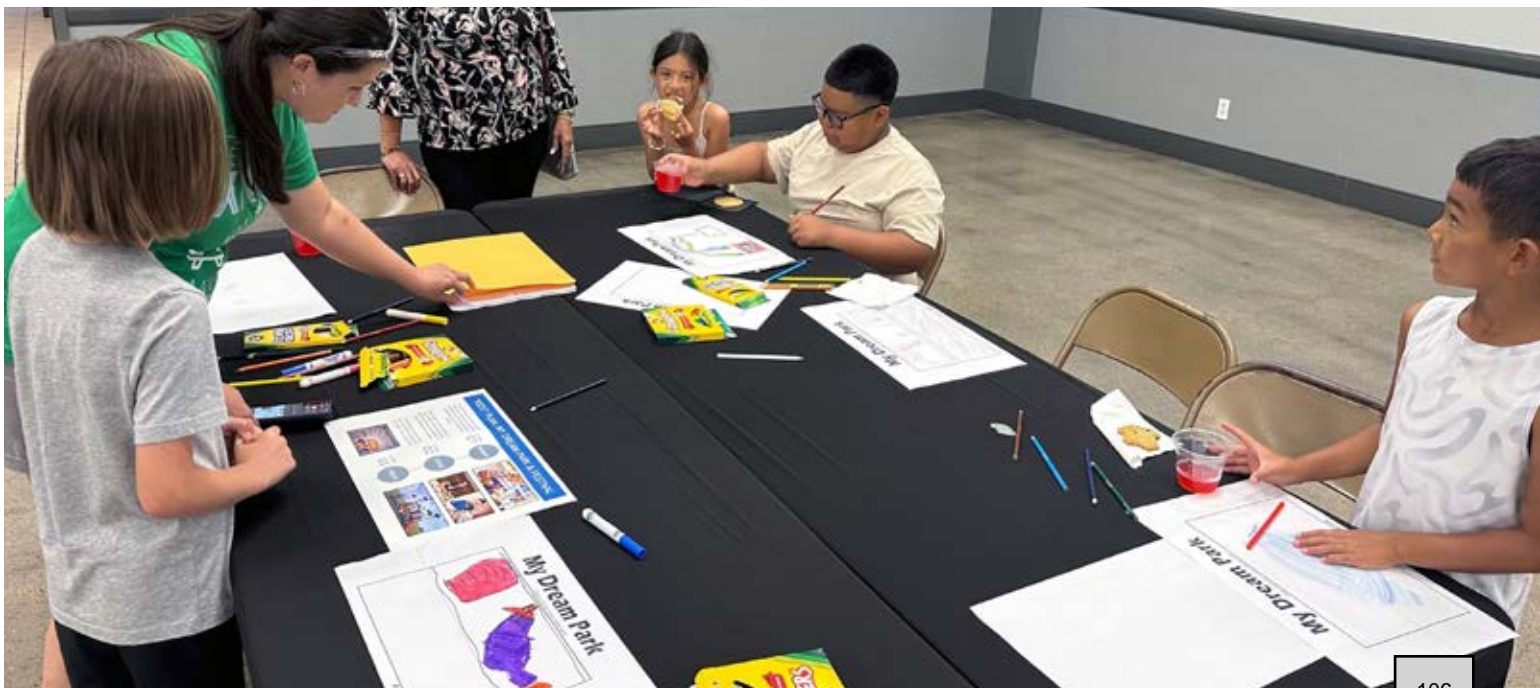
Results are displayed in the chart below. The top three most visited parks are Bayfront Peninsula Park (20), Lighthouse Beach (15), and Little Chocolate Bayou Park (13).



KIDS PLAN: MY DREAM PARK & FESTIVAL

This station gave kids the opportunity to design their dream park and festival that they would like to see in Port Lavaca in the future.

The kids came up with many wonderful ideas for buildings and amenities, such as a petting zoo, water slides, dog park, and a rock climbing wall.



KEY TAKEAWAYS

Overall, the May 20 Public Workshop engaged approximately 50 residents who offered thoughtful feedback, hopes, and ideas for the future of Port Lavaca's Parks and Recreation system. Common community desires identified across all activities and boards include:



- Additional shade trees or structures within existing parks
- Community recreational center with amenities for all age groups, such as sports courts or a public pool
- More community events and programs, such as movies in the park, live music, Christmas lights, First Friday art walks, etc.
- Rentals for kayaks, canoes, paddle boats, etc. near the water
- Walking, running, and bicycle trails within parks and neighborhoods
- Splash pads for younger children
- Free access to Lighthouse Beach for Port Lavaca residents

Additionally, community members appreciate larger parks with a range of amenities, such as Lighthouse Beach and Chocolate Bayou Park. Residents enjoy the wide, well-lit sidewalks of Bayfront Peninsula Park.

As seen in the jar activity highlighted on page 8, residents prioritize recreational activities offered by parks systems. They hope that future parks and updates to the current parks continue to emphasize recreation with nature trails, ample coastline access, and shade, so they can enjoy the outdoors year-round.



NEXT STEPS

As the City of Port Lavaca continues to advance its Parks and Recreation Master Plan, the next steps will focus on translating public input into actionable strategies. This includes refining priorities based on community feedback, identifying funding opportunities, and coordinating with city departments and partners to develop a phased implementation plan.

The City of Port Lavaca has additional opportunities to engage community members through issuing a public survey, hosting additional public meetings, and sharing project updates. As key components of the Parks and Recreation Master Plan take shape, there will be a Community Open House later in 2025 for the community to get a peek and provide additional direction.

Continued collaboration will be essential in ensuring that the final Parks and Recreation Master Plan reflects the Port Lavaca community's vision and supports a vibrant, accessible, and inclusive parks system for all residents to enjoy.



Learn more about Port Lavaca Parks and Recreation at:
portlavaca.org/city-departments/parks/



CITY OF PORT LAVACA
 TEXAS



Prepared by **LJA**

COMMUNICATION

SUBJECT: Receive Employee Training Review Acknowledgment report ending 06.30.2025

INFORMATION:

CITY OF PORT LAVACA

DATE: 07/09/2025
TO: COUNCIL AGENDA
SUBJECT: TRAINING REVIEW AND ACKNOWLEDGEMNT FORMS

1. Derrick Smith – May 20th, 2025
Training Title: 2021 IBC Essentials (International Building Code)
Location: Office On-Line
2. Karen Neal – May 19th, 2025 – May 23rd, 2025
Training Title: TAC Training - Texas Criminal Justice Information Users' Group (TCJIUG)
Location: Kerrville, TX
3. Brittney Hogan – June 9th, 2025 – June 10th, 2025
Training Title: GFOAT Budget Academy (Government Finance Officers Assoc. of Texas)
Location: Austin, TX
4. Cynthia Heysquierdo – June 9th, 2025 – June 11th, 2025
Training Title: TX-American Public Works Assoc Conf.
Location: McAllen, TX
5. William Shaffer – June 9th, 2025 – June 11th, 2025
Training Title: TX-American Public Works Assoc Conf.
Location: McAllen, TX



CITY OF
PORT LAVACA

Section VII. Item #K.

RECEIVED

JUN 18 2025

CITY OF PORT LAVACA
CITY MANAGER

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 1120

EMPLOYEE NAME: DERRICK SMITH

DEPARTMENT: Code Enforcement

TRAINING/ CONFERENCE TITLE: 2021 IBC Essentials

LOCATION: Office (Live Online)

TRAINING / CONFERENCE DATE(S): May 20

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

Refresher course for commercial construction. Course attendance also provided CEUs.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

The course provided how to better apply the IBC in various applications.

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

A better understanding of the intent of the code. A very good refresher course on the different occupancy requirements. It had good diagrams showing the different fire walls and partitions of different construction assemblies. It also addressed occupancy loads, emergency egress, ADA requirements and safety glazing requirements.

EMPLOYEE SIGNATURE: DERRICK SMITH DATE: 06/18/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 6-18-25

SIGNATURE OF HUMAN RESOURCES: [Signature]



CITY OF
PORT LAVACA

Section VII. Item #K.

RECEIVED

JUN 18 2025

CITY OF PORT LAVACA
CITY MANAGER

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 01-2320

EMPLOYEE NAME: KAREN NEAL

DEPARTMENT: Police

TRAINING/ CONFERENCE TITLE: TAC/TCJIUG

LOCATION: Kerrville, TX

TRAINING / CONFERENCE DATE(S): 5/19/2025 to 5/23/25

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

Keep up to date on changes.

Ask questions from experts.

Network with others in field

Learn new information.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

TAC Training, Violent Person File, CISM

peer support, IT best practices, FUGINET

Trainer/Trainee relationship, TCIC Audit

Stress, Tough Calls, Negotiations,

Case Study, Keynote, Importance of Why

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

FUGINET new database for CJ use. Better

prepared for Audit. Lots of Mental

Health information to bring back to

co-workers.

EMPLOYEE SIGNATURE:  DATE: 05/29/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 6-18-25

SIGNATURE OF HUMAN RESOURCES: 



CITY OF
PORT LAVACA

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Section VII. Item #K.

JUN 18 2025

CITY OF PORT LAVACA
CITY MANAGER

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 01-1640

EMPLOYEE NAME: BRITTNEY HOGAN

DEPARTMENT: Finance

TRAINING/ CONFERENCE TITLE: GFOAT Budget Academy

LOCATION: Austin, TX

TRAINING / CONFERENCE DATE(S): 06/09-06/10/2025

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

Budget has kicked off and this training provides detailed insight into every step of the budget process and requirements from CIP, long-range forecasting, revenues, expenditures, and even the presentation to city council. This training not only was a refresher on budget topics, but also provided additional knowledge of what goes into a City's annual budget and what is required to receive the GFOA budget award.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

Long range forecasting, City council presentation, implementation of budget, personnel expenses, one-time expenses, recurring expenses, property tax revenue, sales tax revenue, all other revenues, how to project for current year, Capital Improvement Plan, Capital expenditures, Debt forecasting

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

Budget techniques to start implementing into the City's Annual budget. We have not provided a long range forecasting for the City and this training provided some important training to start doing this.

EMPLOYEE SIGNATURE: Brittney Hogan DATE: 06/13/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 6-18-25

SIGNATURE OF HUMAN RESOURCES: [Signature]



JUN 20 2025

CITY OF PORT LAVACA
CITY MANAGER

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 4325

EMPLOYEE NAME: CYNTHIA HEYSQUIERDO

DEPARTMENT: Public Works

TRAINING/ CONFERENCE TITLE: TX American Public Works Assoc. Conf.

LOCATION: McAllen, TX

TRAINING / CONFERENCE DATE(S): 6/9/25 - 6/11/25

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

The American Public Works Assoc. Texas Chapter's Annual Conference is an educational and networking event with a program tailored to public works employees, including directors, supervisors, and field staff, as well as the consultants, vendors, and manufacturers who support and do business with them.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

Real-Time Water Quality Monitoring for Texas Public Works, Innovative Force Main Rehabilitation, Staying Compliant Before TCEQ "Tanks" Your Day, Innovations in AI and Data Analytics for Smarter Water Infrastructure Management, Underground Facility Damage Prevention & Safety, etc.

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

Regulatory compliance, innovative force main rehabilitation practices, investigation/reporting requirements, excavation laws, and how AI and data analytics support resilience and sustainability for infrastructure.

EMPLOYEE SIGNATURE: [Signature] DATE: 06/20/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 6-20-25

SIGNATURE OF HUMAN RESOURCES: [Signature]



CITY OF
PORT LAVACA

Section VII. Item #K.

RECEIVED

JUN 19 2025

CITY OF PORT LAVACA
CITY MANAGER

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

This form must be completed and submitted to your supervisor within 3 working days of returning from any training or conference that was paid for by the City.

EMPLOYEE NUMBER: 4880

EMPLOYEE NAME: WILLIAM SHAFFER

DEPARTMENT: Public Works

TRAINING/ CONFERENCE TITLE: TX-APWA Annual Conference

LOCATION: McAllen Tx

TRAINING / CONFERENCE DATE(S): June 9th-11th

1. Purpose of Training/ Conference

(Briefly explain the reason for attending and what the training was intended to accomplish)

The purpose of attending this conference was to meet with peers and learn about issues that face public works and find solutions that work.

2. Summary of Activities or Topics Covered

(What sessions, classes, or workshops did you attend?)

- 1) Deferred Sidewalk Maintenance: How a \$30K Annual Maintenance Budget Became \$3 Million
- 2) Optimized Maintenance Project Grouping for Effective Pavement Management: An AI based Data-Driven Approach to a 6-Year Work Plan
- 3) No Trenches, No Trouble: Modern Solutions for Corpus Christi's Asbestos Pipes
- 4) Guide to Creating a Pavement Management System for Small and Medium-Sized Cities
- 5) Repairing Roads for Less than Half the Cost- A Panel Discussion with Texas Road Professionals
- 6) Winning Public Works - Training and Education and how it improves productivity
- 7) Keynote speaker - creativity in the workplace

3. Key Takeaways or Skills Learned

(What did you learn or gain from this experience?)

What this event has provided is insight into utilizing new technologies to improve overall service to the community and improve productivity in the various fields of work. For example, utilizing AI to complete the required ADA sidewalk transition plan, pavement assessment, and capital project planning. Additionally, I learned of a new method of asbestos cement pipe replacement that won't leave me with no way of disposal. Finally, we discussed training and education as a way to motivate staff and get them excited about the work they do.

As a side note the city of Port Lavaca Street department will be highlighted in a video posted on Asphalt Zippers website because of the cost savings we managed on the Henry, Bonorden, and Schooley St rehab project.

EMPLOYEE SIGNATURE: WILLIAM SHAFFER DATE: 06/19/2025

FOR INTERNAL USE ONLY

RECEIVED DATE: 6-19-25

SIGNATURE OF HUMAN RESOURCES: [Signature]

COMMUNICATION

SUBJECT: Receive presentation from Victoria Economic Development Corporation (VEDC) Regional Partnership regarding activities in Port Lavaca, Calhoun County, and the Region. Presenter is Jonas Titas

INFORMATION:

COMMUNICATION

SUBJECT: Consider the request of United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 20, 2025. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEMO

DATE: 7/10/2025

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: COUNCIL AGENDA – UNITED WAY EVENT 9/21

United Way is planning its Family Fun Day for Saturday, Sept. 20, 2025. 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 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

MEETING: July 14, 2025 **AGENDA ITEM** _____
DATE: 07.09.2025
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: Consider appointment of a Planning Board member

BACKGROUND:

For the past few years, the City of Port Lavaca has had issues with Planning Board Members not attending the regularly scheduled Planning Board meetings. On multiple occasions, meetings have been canceled due to a lack of quorum. In response, the Development Services Department sent out a request to all of the Planning Board members asking that anyone unable to attend the regular scheduled meetings please submit their resignation. They were notified that we had several other citizens that were wishing to serve.

Mike Elgin did email our office asking to resign. The remaining members stated that they were wanting to continue to serve on the board.

RECOMMENDATION:

Mike Elgin's term will end in June 2026. Therefore, it is staff's recommendation to nominate one of the two citizens below to complete Mr. Elgin's term.

- Louis Rubio
- Cynthia Escalera

ATTACHMENTS:

Attached are the letter of interest for Louis Rubio and Cynthia Escalera

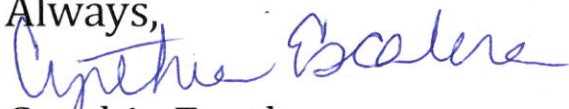
Cynthia Escalera
717 Westwood Dr
Port Lavaca, Texas 77979

RE: Join the Planning Board

Dear City Secretary,

I would like to be considered for a position on the Planning Board. I was born in Port Lavaca and have been here most of my life. Married my high school sweetheart and been together 35 years. Our son Nikolas and our daughter Ariana both graduated from Calhoun High School. I work for Gonzalez Industrial Insulation doing invoicing for scaffolding and my husband has been at Formosa Plastics for 31 years. My husband and I have rental properties, so we are here to stay. I would like to see Port Lavaca grow in a positive and beneficial way for our town. I'm an active member in my church Our Lady of the Gulf and a member of Catholic Daughters of the Americas for 24 years. I volunteer my time with several organizations in Calhoun County when needed. I see so much potential in Port Lavaca, but it needs to be done correctly and done right. I am all about buying locally before buying out of town, but our town needs more options because you can't always find everything you need here. Thank you for your consideration.

Always,



Cynthia Escalera

I, Louis Rubio, am instrested in
joining the Port Canaveral Planning
Committee.

Louis Rubio

I can be reached @ 832.453.4188
louis17214@yahoo.com.

~~1925 Central Ave.~~
1925 Central Ave.

COMMUNICATION

SUBJECT: Consider approval of a Memorandum of Understanding between Texas A&M University- Corpus Christi on behalf of its Harte Research Institute for Gulf of Mexico Studies and the City of Port Lavaca. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JULY 14, 2025**AGENDA ITEM __****DATE:** 7.10.2025**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JODY WEAVER, INTERIM CITY MANAGER**SUBJECT: MEMORANDUM OF UNDERSTANDING between Texas State University and City of Port Lavaca regarding the Texas GLO Clean Coast Texas Collaborative Program**

BACKGROUND:

As you recall in July 2023, the City executed a two-year Memorandum of Understanding with the Texas State University, home of the Meadows Center for Water and the Environment, which handled the Project Management for the GLO Clean Coast Texas Collaborative Program. There have been some changes to the collaborative program and the program is now managed by the Harte Research Institute of the Gulf of Mexico Studies (HRI) housed at Texas A&M University – Corpus Christi campus. Therefore our continued participation in the GLO Clean Coast Texas Program, a new MOU must be executed with the Texas A&M University – Corpus Christi.

The Clean Coast Texas program is a collaborative effort to assist local governments with strategies to improve water quality and stormwater management. We were initially introduced to the program by Calhoun County Coastal & Marine Resources Extension Agent, R.J. Shelly.

Over the past two years, we have benefited by participation in the program with several technical workshop sessions focused on flooding, green infrastructure and water pollution management. Our Clean Coast Texas team provided technical expertise for our successful application for the Communities Resiliency grant we recently received for an updated Comprehensive Plan. They have also worked with Wayne and I to develop a draft ordinance to adopt stormwater management policies. This draft ordinance was introduced to Council in a workshop last year and after some more editing, we plan to bring it back for further consideration this fall.

As before, there is no commitment of City dollars required to execute this MOU. More information about the Clean Coast Texas Program is available at <https://www.glo.texas.gov/coastal/clean-coast-texas>

RECOMMENDATION:

Staff recommends Council approve this Memorandum of Understanding with the Texas A&M University – CC and authorize the mayor to sign it.

ATTACHMENTS:

- MOU



Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into and shall become effective final signature (the "Effective Date"), by and between **Texas A&M University - Corpus Christi ("TAMU-CC")** on behalf of its Harte Research Institute for Gulf of Mexico Studies ("HRI"), an agency of the State of Texas and a member of The Texas A&M University System, and the **City of Port Lavaca, Texas** ("Collaborator" and/or "City"). Member and Collaborator are sometimes hereafter referred to as "Party" individually and as "Parties" collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to collaboratively identify best practices for floodplain and water pollution management in the City of Port Lavaca, Texas and develop an effective organizing framework to enhance cooperation and coordination between both parties.
- 1.3 HRI has a contract with Texas General Land Office dated September 27, 2024 (GLO Contract No. 24-099-002-E376) titled "The Clean Coast Texas Collaborative, Years 5 and 6". This MOU between TAMU-CC/HRI and the City of Port Lavaca, Texas supports GLO Contract No. 24-099-002-E376 in collaborating to develop the policies, plans, and critical infrastructure needed in coastal communities to assist with managing economic and environmental risks associated with coastal hazards. HRI and the City find that the Texas General Land Office, Clean Coast Texas Collaborative program shall serve as the platform for this MOU. HRI and the City find that efforts under this MOU shall serve to benefit the water quality in the surrounding waters of City.
- 1.4 No direct funds are to be committed by the City or required on behalf of the City in the fulfillment of this MOU.
- 1.5 HRI, through the Clean Coast Texas Collaborative, intends to:
 - 1.5.1 Provide services, staff, and resources to City elected officials, staff, homeowners, businesses, residents and other stakeholders to support best practices for a comprehensive suite of hydrologic and water quality improvements which may include benefits to floodplain management, stormwater management, point source and nonpoint source water pollution management.

- 1.5.2 Deliver workshops, planning services, and/or presentations to the City which may include: sustainable stormwater management, water pollution management, floodplain management, regulatory and non-regulatory approaches to protect water resources, comprehensive planning/smart growth, and/or community resilience at times and locations mutually agreed to by HRI and the City.
- 1.5.3 Provide technical assistance to the City which may include: engineering strategies and/or engineering design services that address water pollution and seek sustainable stormwater management solutions.
- 1.5.4 Provide assistance to the City in pursuit of strategic funding and financing services that support The Clean Coast Texas Collaborative goals for water pollution and sustainable stormwater management.
- 1.5.5 Facilitate information sharing and new partnerships for the City that promote water pollution management education, training and management.
- 1.6 Collaborator intends to:
 - 1.6.1 Share publicly available information and data with HRI that will aid in the evaluation or development of future water pollution management and Clean Coast Texas Collaborative projects and programs, upon request.
 - 1.6.2 Respond in a timely manner to communication between HRI through its key staff members to support the development and implementation of Clean Coast Texas Collaborative projects and initiatives within the City.
 - 1.6.3 Facilitate opportunities for TAMU-CC through its HRI to provide Clean Coast Texas Collaborative updates /reports/actions/approvals to City Council and/or other City sponsored committees, boards, commissions, etc. as mutually agreed to by HRI and the City.
 - 1.6.4 Consider the formal adoption of all or selected sections of: GUIDANCE FOR SUSTAINABLE STORMWATER DRAINAGE ON THE TEXAS COAST (For Nonpoint Source Pollution and Flood Management).
 - 1.6.5 Consider new ordinance(s) or selected revisions to existing ordinance(s) that address water pollution and/or flood management while promoting the goals of both the City and HRI through the Clean Coast Texas Collaborative.
 - 1.6.6 Assist HRI with the development of grant applications and other financial strategies in support of future Clean Coast Texas Collaborative projects, programs and/or initiatives that demonstrate clear benefits to the City. Assistance from the City may include letters of support, resolutions, project reports, financial reports, other documents, etc.

Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.
- (a) "Confidential information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
 - (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential information only for the Purpose under this MOU and may disclose Confidential information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
 - (c) If the Receiving Party is legally required to disclose Confidential information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party with a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.

- (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.
- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date through September 30, 2027, with an option to renew an additional two (2) years (the "Term"), unless sooner terminated as provided herein. Initial Term with renewal(s) may not exceed a final expiration date of no later than September 30, 2029.
- Should GLO Contract No. 24-099-002-E376 terminate during any period that this MOU is in effect due to loss of funding or GLO determines that the Grant Project has been completed in their estimation and terminates Contract No. 24-099-002-E376, TAMU-CC or HRI will notify the City immediately and this MOU will automatically terminate effective upon GLO Contract termination
- Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TAMU-CC is to be in the county in which the principal office of TAMU-CC's governing officer is located.

2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post- marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, **(c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

(a) TAMU-CC: Greg Stunz, Senior Executive Director
Harte Research Institute
6300 Ocean Drive, Unit 5869
Corpus Christi, Texas 78412
Email: greg.stunz@tamucc.edu

With an electronic copy to: Texas A&M University- Corpus Christi
Attn: Contracts Administration
Email: contracts@tamucc.edu

(b) Collaborator: Joanna P. “Jody” Weaver, P.E.
City Manager
202 North Virginia, Port Lavaca, TX 77979
jweaver@portlavaca.org

2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.

2.12 This MOU is assignable only with the written consent of both Parties.

2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).

2.15 Member is an agency of the State of Texas and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of

MOU between TAMU-CC and the City of Port Lavaca,

(OGC template effective 10/5/23)

Texas Clean Coast Texas

(updated 11/3/23)

the State of Texas. Collaborator expressly acknowledges that Member is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas.

- 2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

Texas A&M University-Corpus Christi

City of Port Lavaca, Texas

By: _____
Catherine Rudowsky
Provost & VP for Academic Affairs
Dated: _____

By: _____
Jack Whitlow
Mayor
Dated: _____

Recommended by:

By: _____
Michael Wetz
HRI Endowed Chair
Coastal Ecosystem Processes
Dated: _____

COMMUNICATION

SUBJECT: Consider Resolution No. R-071425-1 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations Procurement Method.
Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-071425-1
CONSTRUCTION PROCUREMENT METHOD
CITY OF PORT LAVACA – CITY HALL MASTER PLAN –
PHASE 4: SECURITY UPGRADES & INTERIOR RENOVATIONS

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

WHEREAS, the City of Port Lavaca City Council has determined that the construction procurement method specified under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269. CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS of the Texas Government Code provides the best value for the City of Port Lavaca for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”

THEREFORE LET IT BE RESOLVED by the City of Port Lavaca City Council that the Council has decided to use the Competitive Sealed Proposal process as specified under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269. CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”.

PASSED AND ADOPTED on this **14th day of July 2025**.

 Jack Whitlow, Mayor

ATTEST:

 Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-071425-2 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Prevailing Wage Rate.
Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-071425-2
PREVAILING WAGE RATE
CITY OF PORT LAVACA – CITY HALL MASTER PLAN –
PHASE 4: SECURITY UPGRADES & INTERIOR RENOVATIONS

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

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

NOW THEREFORE BE IT RESOLVED that the City of Port Lavaca City Council hereby selects Section 2258.022(a), Subsection (2) of the Texas Government Code as its option in determining the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments as can be found on the following web site (www.wdol.gov/dba.aspx#0), for the construction project titled “ City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”.

PASSED AND ADOPTED on this **14th day of July 2025**.

 Jack Whitlow, Mayor

ATTEST:

 Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-071425-3 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Delegation of Authority. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO, R-071425-3
DELEGATION OF AUTHORITY
CITY OF PORT LAVACA – CITY HALL MASTER PLAN –
PHASE 4: SECURITY UPGRADES & INTERIOR RENOVATIONS

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

WHEREAS, The City of Port Lavaca City Council wishes to delegate its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, City Manager, as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”;

NOW THEREFORE BE IT RESOLVED that the City of Port Lavaca City Council hereby delegates its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, City Manager, as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under SECTION 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”, and

THEREFORE LET IT BE FURTHER RESOLVED by the City of Port Lavaca City Council that it desires for Jody Weaver, City Manager, within the scope of the authority delegated to her under Section 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations” to form a committee of her choosing, which may, but not necessarily, include some members of the City Council of the City of Port Lavaca in numbers not establishing a quorum of the Council, to advise her in the selection process for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for said construction project and bring her recommended selection to the City of Port Lavaca City Council for final approval.

PASSED AND ADOPTED on this **14th day of July 2025**.

 Jack Whitlow, Mayor

ATTEST:

 Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-071425-4 of the City of Port Lavaca – City Hall Master Plan Phase 4: Security Upgrades and Interior Renovations for Selection Committee and Proposal Ranking Criteria. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-071425-4
SELECTION COMMITTEE & PROPOSAL RANKING CRITERIA
CITY OF PORT LAVACA – CITY HALL MASTER PLAN –
PHASE 4: SECURITY UPGRADES & INTERIOR RENOVATIONS

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

WHEREAS, the City of Port Lavaca City Council by resolution adopted on July 14th 2025 did delegate its authority under SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD of CHAPTER 2269; CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS, SECTION 2269.155, SELECTION OF OFFEROR, of the Texas Government Code to the designated person of Jody Weaver, City Manager as authorized by Section 2269.053(a), of the Texas Government Code as it relates to the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations”;

AND WHEREAS the City of Port Lavaca City Council stated in that resolution that its desire was for Jody Weaver, City Manager within the scope of the authority delegated to her under Section 2269.155, SELECTION OF OFFEROR of the Texas Government Code for the construction project titled “City Hall Master Plan – Phase 4: Security Upgrades & Interior Renovations” to form a committee of her choosing, including but not limited to some members of the City Council of the City of Port Lavaca, to advise her in the selection process for Construction Services for the selection of an Offeror as prescribed under Section 2269.155 of the Texas Government Code for said construction project and bring her recommended selection to the City Council of the City of Port Lavaca for final approval.

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

- | | |
|----------------|----------------------------------|
| Jody Weaver | Interim City Manager |
| Brittney Hogan | Finance Director |
| Mandy Grant | City Secretary |
| Derrick Smith | Director of Development Services |
| Tim Dent | Councilman |
| Justin Burke | Councilman |
| Brian Parker | Architect’s Project Manager |

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

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

PRESENTED FOR THE RECORD to the City Council of the City of Port Lavaca by Jody Weaver, City Manager, on this **14th day of July 2025**.

Jack Whitlow, Mayor

Jody Weaver,
Interim City Manager

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-4-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 34 Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units; Chapter 36 Signs; and adding Chapter 35 Garage Sales; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

ORDINANCE #G-4-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS PART II, CHAPTER 34 PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS; CHAPTER 36 SIGNS; AND ADDING CHAPTER 35 GARAGE SALES; PROVIDING FOR PURPOSE OF ORDINANCE, 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 34, Chapter 36, and the addition of Chapter 35 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 9th day of June, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of July, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of July, 2025.

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	Absent		
Councilman Tippet	Aye		
Councilwoman Padron	Absent		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

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

EXHIBIT A**Chapter 34 - PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS****Sec. 34-2. - Prohibited acts.**

(e) ~~It shall be unlawful for any person to have a garage sale without first applying for and obtaining a permit from the city; this shall apply to nonprofit organizations as well. Permits must be displayed in a prominent place for the public and any police officer or code enforcement officer to see. It shall be unlawful for a person to use any signs other than the set of three signs issued by the city. These signs may be placed at either end of the block in which the person resides, with the written permission of property owner, and one in the person's yard. These signs are exempt from chapter 36.~~

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

OPTION # 3

Chapter 35- Garage Sales**Sec. 35-1.- Purpose**

This article specifically seeks to achieve the following goals:

- (1) To protect residential areas from the permanent encroachment of commercial uses;
- (2) To limit the proliferation of unsightly signs and signage structures;
- (3) To protect the aesthetic qualities of neighborhoods;
- (4) To ensure the harmonious and orderly operation of garage sales in residential areas;
and
- (5) To provide a means to assist garage sale permittees in the promoting of their sales.

Sec. 35-2.- Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning defined as follows, except where the context clearly indicates a different meaning:

Charitable/nonprofit organization. An organization qualifying as nonprofit under section 501(c) of the federal Income Tax Code or the Texas Nonprofit Corporation Act.

Garage sale. An organized sale for the purpose of disposing of tangible personal property that is open or advertised to the public, conducted from or at a residence (single-family, duplex or apartment) or within any residential area, and includes the sale of more than five (5) specific items of tangible personal property.

Garage sale operator. Any person with a permit issued by the city to operate a garage sale.

Person. Includes individuals, partnerships, voluntary associations and corporations.

Personal property. Property which is owned, utilized, and maintained by an individual or members of his or her residence and acquired in the normal course of living in or maintaining a residence.

Residence. Any single-family structure or multifamily complex, which may be owned, rented or leased.

Sec. 35-3.-Permit required.

It shall be unlawful for any person to advertise, operate or participate in the operation of a garage sale without first obtaining the proper permit from city hall.

Sec.35-4.-Application for permit; fee.

- (a) An application for a garage sale operator's permit shall be made upon forms provided by city hall.
- (b) The application shall contain the date(s), location (street address), hours of operation of the garage sale and any other information that may be reasonably required by the city.
- (c) Only the owner or lessee of the residential property upon which the garage sale is being conducted may obtain such permit.
- (d) Before issuance of a permit, the applicant shall provide proof of address (driver's license, utility bills or other identification) and any other pertinent information as may be reasonably required by the city. Upon verification and compliance with provisions of this article, and payment of the proper fee, the applicant will be issued a permit for a garage sale by the city.
- (e) By making application for such garage sale permit, accepting said permit and conducting such sale, the owner or lessee of the property to whom such permit is granted authorizes any officer of the city to enter upon the property for the purpose of determining that such sale is being conducted in accordance with the provisions of this article.
- (f) An applicant shall pay an operator's fee in the amount established by city council for each permit issued.
- (g) An applicant may obtain a permit between the hours of 8 a.m. and 5 p.m., Monday through Friday.

(h) Outdoor advertising and informational signage for permitted garage sales shall be limited to the criteria in Sec. 35-11.-Signs. Each sign displayed in public must contain the permit number and permit date(s).

Sec. 35-5.-Restrictions on merchandise.

New personal property or merchandise purchased for resale or obtained by consignment for sale may not be sold at a garage sale.

Sec.35-6.-Duration of sale.

All permits covered by this article shall continue in full force from the date specified on the permit. Each garage sale shall not exceed four (4) consecutive days.

Sec.35-7.-Number of permits limited.

The city shall issue one (1) permit for each garage sale. Permits may be issued to a residence no more than two (2) times per calendar year. Subsequent garage sale permits may not be issued sooner than sixty (60) days after the first.

Sec.35-8.-Transfer of permit.

No permit covered by this article shall be transferable, nor shall a permit holder allow his name to be used by any other party for the purposes of operating a garage sale.

Sec.35-9.-Hours.

An applicant having a valid permit may operate a garage sale between the hours of 7:00 a.m. and 6:00 p.m.

Sec.35-10.-Sale of food items prohibited.

Food items shall not be sold under authority of a garage sale permit.

Sec. 35-11.-Signs.

(a) No signs shall be exhibited more than one (1) day prior to the sale, and shall be removed upon expiration of the garage sale permit. The person or persons exercising ownership or leasehold rights over property on which a garage sale is held or advertised to be held shall be presumed to have placed and exhibited the sign advertising the garage sale that identifies the person's address or location at which the garage sale is to be held. This presumption may be rebutted by evidence to the contrary.

(b) One garage sale sign with the permit number affixed on its face shall be displayed on the applicant's property visible no more than four (4) feet from the curbline or nearest edge of the paved portion of the nearest street or right-of-way.

(c) Garage sale signs may not be posted on city property, or on private property without the express permission of the property owner. Garage sale signs shall not be mounted upon or attached to any utility pole, traffic sign or street sign or other public device or structure. Signs must be securely staked or otherwise secured. Garage sale signs may not be placed in the right-of-way of any highway, street, alley or railroad. Signs may not project over such rights-of-way.

(d) A garage sale operator shall remove all signs within 24 hours after expiration of the garage sale permit. Violators of this section are subject to a fine not to exceed fifty dollars (\$50.00) for each day past the deadline for removing signs.

(e) Signs giving notice of or advertising garage sales shall not exceed four square feet (2' x 2') in face area. They may not be illuminated.

Sec. 35-12.-Exception for churches and charitable or nonprofit organizations.

Any church or charitable or nonprofit organization may hold a maximum of six (6) garage sales per year, provided:

- (1) The church or organization does not hold more than one (1) garage sale per month.
- (2) The sale must be conducted on the church's or organization's property.
- (3) A member of the church or organization, authorized to represent it, must register with the city. No fee will be charged for registration.
- (4) None of the net earnings of a garage sale shall inure to a shareholder or other individual

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-5-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 12 Buildings and Building Regulations, Addition of New Article V Building and Standards Commission; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

ORDINANCE #G-5-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS PART II, CHAPTER 12 BUILDINGS AND BUILDING REGULATIONS, ADDITION OF NEW ARTICLE V BUILDING AND STANDARDS COMMISSION; PROVIDING FOR PURPOSE OF ORDINANCE, 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 9th day of June, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 14th day of July, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 14th day of July, 2025.

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	Absent		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

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

EXHIBIT A**Chapter 12 - BUILDINGS AND BUILDING REGULATIONS****ARTICLE V. - BUILDING AND STANDARDS COMMISSION**

Sec. 12-320. - Authority shared with city council.

The city council may act as the building and standards commission and exercise all authority granted to the building and standards commission under this division including, without limitation, holding public hearings regarding alleged violations of the city's building and technical codes.

Sec. 12-321. - Membership; vacancies; rules; meetings.

- (a) Regular member panels. The building and standards commission shall consist of one or more five-member panels to be appointed for terms of two years. As near as practical, members shall be qualified in one or more of the fields of fire prevention, building construction, sanitation, health, and public safety.
- (b) Alternate members. The city council may appoint eight or more alternate members to serve in the absence of one or more regular members when requested to do so by the city manager. The alternate members serve for the same term and are subject to removal in the same manner as regular members. A vacancy is filled in the manner as a vacancy is filled among the regular members.
- (c) Removal; filling vacancies. The city council may remove a commission member for cause on a written charge. Before a decision regarding removal is made, the city council must hold a public hearing on the matter if requested by the commission member subject to the removal action. A vacancy shall be filled for the unexpired term.
- (d) Rules of order; appointment of officers. A majority of the entire commission shall establish rules of order and the appointment of at least a chairperson, vice-chairperson, and secretary and duties thereof. The rules of order shall be in compliance with the provisions of this division.
- (e) Meetings; oaths; authority to compel attendance of witnesses. Meetings of the commission shall be held at the call of the chairperson and at other times as determined by the commission. All meetings held by the commission shall be open to the public. Each chairperson of a panel, or in his absence, the acting chairperson, may administer oaths and compel the attendance of witnesses.

- (f) Minutes and other records. The commission shall keep minutes of its proceedings showing the vote of each member on each question or the fact that a member is absent or fails to vote. The commission shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the office of the commission as public records.

Sec. 12-322. - Powers and duties generally.

The commission is authorized to hold public hearings to determine compliance with, or alleged violations of, city building and technical codes, including minimum property maintenance requirements. The commission shall also hear appeals from persons aggrieved by orders or decisions of city officials made in enforcement of this chapter. The commission may further make recommendations to the city council as to any needed modifications, amendments, and changes in this chapter, and shall carry out such other duties as may be required from time to time by the city council or state law.

Sec. 12-323. - Hearing authority and procedure.

- (a) Minimum number of members in review panel. All cases heard by the commission may be heard by any panel, but at least four members of any panel must hear a case.
- (b) Concurring vote of four members required. The concurring vote of four members of the commission is necessary to take any action under this article and any other ordinance under its jurisdiction adopted by the city.
- (c) Code enforcement official must appear at hearing. The code enforcement official shall present all cases initiated by the city to be heard by the commission.
- (d) Evidence, testimony and defense. There shall be provided ample opportunity at the public hearing for the presentation of evidence or testimony by respondents, persons opposing charges, and the code enforcement official relating to alleged violations of this chapter.
- (e) Time and method of giving notice of hearing. Notice of all proceedings before the commission must be given:
 - (1) By certified mail, return receipt requested, to the record owners of the property affected, and each holder of a recorded lien against the affected property, as shown by the records in the office of the county clerk of the county in which the affected property is located if the address of the lienholder can be ascertained from any applicable instruments on file in the office of the county clerk;

- (2) To all unknown owners, by posting a copy of the notice on the front door of each improvement situated on the affected property, or as close to the front door as practical; and
- (3) By publication in a newspaper of general circulation within the city on one occasion.

The notice shall be mailed, published, and posted on or before the tenth day before the date of the hearing before the commission and must state the date, time, and place of the hearing.

- (f) Filing copy of notice in official real property records. The commission may file notice of a proceeding before a commission panel in the official public records of real property in the county in which the affected property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file at the office of the county clerk, a legal description of the affected property, and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any subsequent recipient of any interest who acquires such interest after the filing of the notice.
- (g) Final determination by commission. The commission may:
 - (1) Declare a structure or premises substandard, dangerous, or otherwise in violation of this chapter.
 - (2) Order an unsafe condition be abated, vacated, secured, repaired, removed or demolished within a fixed period.
 - (3) Order, in appropriate cases, the immediate abatement, vacation, securing, repairing, removal, or demolition of the unsafe condition, the entry onto private property to secure such abatement if it is determined that conditions exist on the property that constitutes a violation of this article or any other ordinance within its jurisdiction, and order action to be taken as necessary to remedy, alleviate, or remove any unsafe structure found to exist.
 - (4) Issue orders or directives to any peace officer of the state, including a sheriff or constable or the chief of police of the city, to enforce and carry out the lawful orders or directives of the panel.
 - (5) Determine the amount and duration of the civil penalty the city may recover as provided in this article.

- (h) Notice of final determination. The commission shall:
- (1) Promptly send by first class mail, certified return receipt requested, a copy of any final decision and order to all persons to whom notice is required to be sent under this section; and
 - (2) Publish an abbreviated copy of the order one time in a newspaper of general circulation in the city, within ten calendar days after the date of the mailing of the copy as required in this section, including street address or the legal description of the property, the date of hearing, a brief statement indicating the results of the order, and instructions stating where a complete copy of the order may be obtained. A copy shall be filed in the office of the city secretary.
- (i) Effect of final determination; civil penalties. A determination made under this article is binding and constitutes prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty. To enforce any civil penalty under this article, the city secretary must file with the district clerk of the county in which the city is located a certified copy of the order of the commission panel establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty. If no appeals are taken from the decision of the commission panel within the required period, the decision of the commission panel is, in all things, final and binding.
- (j) Rehearing and reconsideration; stay of proceedings. Any owner, lienholder, or mortgagee of record jointly or severally aggrieved by any decision or order of a commission panel may request a single rehearing of the case by a second, existing, duly appointed commission panel, or if no such panel exists, the same may request reconsideration from the first panel. The request must be in writing, addressed to the commission, specifying the grounds for the request, and received by the commission or postmarked on or before the tenth day after the mailing of the notice required under this article. The rehearing or reconsideration panel shall consider the grounds for the request for rehearing or reconsideration and may approve or deny the request. Only the approval of the request for rehearing or reconsideration stays all other proceedings.
- (k) Appeal. After a final decision of the commission under this article, any owner, lienholder, or mortgagee of record remaining jointly or severally aggrieved by the final decision of the commission may appeal the decision to a court of competent jurisdiction in accordance with state law.

Sec. 12-324. - Parties against whom judgment is issued; standing to challenge judgment.

An abstract of judgment shall be issued against all parties found to be owners of the subject property or in possession of that property. A lienholder does not have standing to bring a proceeding under this article on the ground that the lienholder was not notified of the proceedings before the commission panel or was unaware of the condition of the property, unless the lienholder had first appeared before the commission panel and entered an appearance in opposition to the proceedings.

Sec. 12-325. - Alternative authority for city to proceed in municipal court.

This article does not affect the ability of the city to proceed under the jurisdiction of the municipal court.

OPTION #2:

An owner, lienholder, or mortgagee of record may appeal the decision to district court.

Petition must be received within thirty (30) calendar days after final notice is mailed.

NO FURTHER ACTION REQUIRED BY THE COMMISSION UNLESS ORDERED BY DISTRICT COURT.

COMMUNICATION

SUBJECT: Consider First reading of Ordinance (G-7-25) of the City of Port Lavaca amending the Ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Part II, Chapter 8 Amusement and Entertainments, Section 8-22 Location and number of machines allowed within city limits; providing for purpose of ordinance, providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: July 14, 2025 **AGENDA ITEM** _____

DATE: 07.08.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider Amendment of Section 8-22 of Chapter 8 of the City of Port Lavaca's Code of Ordinances

In accordance with Section 8-22 of Chapter 8 of the City of Port Lavaca's Code of Ordinances, no business shall operate more than six amusement redemption machines or random generator machines for a profit at any location. However, if a corporation operates as a nonprofit, then our ordinances do not address limitations on the number of machines.

As you are aware, a nonprofit corporation was wanting to open an amusement center with a total of eighty (80) eight-liners. Even though the business would be in compliance with our ordinances as it is written, staff question if it met the intent of the ordinance. Therefore, staff requested advice from council members and legal counsel prior to the issuance of a Certificate of Occupancy for the business to operate.

After discussion with council in the July 7, 2025 workshop, it was the general consensus to not have limitations on the number of amusement redemption machines or random generator machines businesses operating for profit.

Therefore, it is staff's recommendation that Section 8-22 of Chapter 8- Amusement Machines be amended as follows:

Sec. 8-22. - Location and number of machines allowed within city limits.

Within each place of business in which machines regulated under this section are operated ~~for a profit~~, the machines will be so situated that they will be in full, open public view. ~~Further, no owner shall operate more than six amusement redemption machines or random generator machines at any location.~~

(Ord. No. G-4-02, § IV, 12-9-2002; [Ord. No. G-3-15](#), § 1, 4-13-2015)

ORDINANCE #G-7-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS ARTICLE II, CHAPTER 8, AMUSEMENTS AND ENTERTAINMENTS; SECTION 8-22, LOCATION AND NUMBER OF MACHINES ALLOWED WITHIN CITY LIMITS; PROVIDING FOR PURPOSE OF ORDINANCE, 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 Chapter 8, Amusements and Entertainments, Article II, Amusement Machines, Section 8-22 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 14th day of July, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of August, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of August, 2025.

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 Tippet			
Councilwoman Padron			
Councilwoman Bland-Stewart			
Councilman Burke			

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

EXHIBIT A

Chapter 8 - AMUSEMENTS AND ENTERTAINMENTS

ARTICLE II. - AMUSEMENT MACHINES

Sec. 8-22. - Location and number of machines allowed within city limits.

Within each place of business in which machines regulated under this section are operated ~~for a profit~~, the machines will be so situated that they will be in full, open public view. ~~Further, no owner shall operate more than six amusement redemption machines or random generator machines at any location.~~

(Ord. No. G-4-02, § IV, 12-9-2002; Ord. No. G-3-15, § 1, 4-13-2015)

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-8-25) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding traffic control signs in Brookhollow Subdivision; Repeal Clause and effective date. Presenter is Colin Rangnow

INFORMATION:

ORDINANCE #G-8-25

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:

Brookhollow Subdivision

- Stop signs on 300 Holiday and 400 Holiday @ intersection of Travis St and Holiday Ln (4 way stop)
- Stop signs on 100 Chantilly Ln, 700 Brookhollow Dr. and 800 Brookhollow Dr @ intersection of Chantilly Ln and Brookhollow Dr. (3-way intersection)
- Stop sign and street sign on 100 Blackstone Place
- Stop sign and street sign on 100 Beachmont Ln @ 900 Brookhollow Dr
- Stop Sign and street sign on 100 Beachmont Ln @ 900 Westwood Dr
- Stop Sign on 100 Brentwood Place @ 800 Westwood Dr
- Stop signs on 200 Chantilly Ln, 800 Westwood Dr and 700 Westwood Dr (3-way intersection)
- Stop sign and street sign on 300 Glenbrook Ln @ 700 Westwood Dr
- Stop signs on 600 Westwood Dr, 400 Sunnydale Dr and 500 Sunnydale Dr (3-way intersection)
- Change yield signs to stop signs on 500 Ridgecrest and 600 Ridgecrest @ intersection of 600 Candlelight Ln and 500 Ridgecrest Dr
- Change yield sign to stop sign on 400 Ridgecrest Dr @ 600 Lazy Ln and 400 Ridgecrest Dr
- Change yield sign to stop sign and add street sign @ 400 Fairmont Dr @ 400 Fairmont Dr and 600 Lazy Ln
- Add stop sign on 500 Fairmont Ln @ 500 Fairmont Ln and 500 Candlelight Ln
- Stop signs on 500 Westwood Dr, 400 Candlelight Ln and 500 Candlelight Ln (3-way intersection)
- Change yield sign to stop sign on 400 Holiday Ln @ 400 Holiday Ln and 400 Westwood Dr

- Stop sign on 500 Elmhurst Dr @ 500 Elmhurst Dr and 400 Candlelight Ln
- Stop sign on 500 Travis St @ 500 Travis St and 300 Candlelight Ln
- Stop signs on 200 Candlelight Ln, 500 Willowick Dr and 600 Willowick Dr (3-way intersection)
- Change yield signs to stop signs on 100 Sunnydale Dr and 200 Sunnydale Dr @ 600 Willowick Dr and 100 Sunnydale Dr
- Stop sign on 200 Glenbrook Ln @ 200 Glenbrook Ln and 700 Willowick Dr
- Stop sign on 700 Willowick Dr @ 700 Willowick and 100 Chantilly Ln

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 14th day of July, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 11th day of August, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 11th day of August, 2025.

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 Tippet
Councilwoman Padron
Councilwoman Bland-Stewart
Councilman Burke

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

Amends G-6-86



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant
From: Chief Colin Rangnow
Date: June 19, 2025
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 Brookhollow 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:

- Stop signs on 300 Holiday and 400 Holiday @ intersection of Travis St and Holiday Ln (4 way stop)
- Stop signs on 100 Chantilly Ln, 700 Brookhollow Dr. and 800 Brookhollow Dr @ intersection of Chantilly Ln and Brookhollow Dr. (3-way intersection)
- Stop sign and street sign on 100 Blackstone Place
- Stop sign and street sign on 100 Beachmont Ln @ 900 Brookhollow Dr
- Stop Sign and street sign on 100 Beachmont Ln @ 900 Westwood Dr
- Stop Sign on 100 Brentwood Place @ 800 Westwood Dr
- Stop signs on 200 Chantilly Ln, 800 Westwood Dr and 700 Westwood Dr (3-way intersection)
- Stop sign and street sign on 300 Glenbrook Ln @ 700 Westwood Dr
- Stop signs on 600 Westwood Dr, 400 Sunnydale Dr and 500 Sunnydale Dr (3-way intersection)
- Change yield signs to stop signs on 500 Ridgecrest and 600 Ridgecrest @ intersection of 600 Candlelight Ln and 500 Ridgecrest Dr
- Change yield sign to stop sign on 400 Ridgecrest Dr @ 600 Lazy Ln and 400 Ridgecrest Dr
- Change yield sign to stop sign and add street sign @ 400 Fairmont Dr @ 400 Fairmont Dr and 600 Lazy Ln
- Add stop sign on 500 Fairmont Ln @ 500 Fairmont Ln and 500 Candlelight Ln
- Stop signs on 500 Westwood Dr, 400 Candlelight Ln and 500 Candlelight Ln (3-way intersection)
- Change yield sign to stop sign on 400 Holiday Ln @ 400 Holiday Ln and 400 Westwood Dr

- Stop sign on 500 Elmhurst Dr @ 500 Elmhurst Dr and 400 Candlelight Ln
- Stop sign on 500 Travis St @ 500 Travis St and 300 Candlelight Ln
- Stop signs on 200 Candlelight Ln, 500 Willowick Dr and 600 Willowick Dr (3-way intersection)
- Change yield signs to stop signs on 100 Sunnydale Dr and 200 Sunnydale Dr @ 600 Willowick Dr and 100 Sunnydale Dr
- Stop sign on 200 Glenbrook Ln @ 200 Glenbrook Ln and 700 Willowick Dr
- Stop sign on 700 Willowick Dr @ 700 Willowick and 100 Chantilly Ln



Chief Colin Rangnow

Port Lavaca Police Department



COMMUNICATION

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

INFORMATION:

- To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Municipal Court Judge]). 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:

