



CITY COUNCIL REGULAR MEETING

Monday, March 11, 2024 at 6:30 PM

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

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, March 11, 2024 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/87671747347?pwd=aEtQVWhOQWlVWHphOGhhbUtGMVFPQT09>

Meeting ID: 812 9516 0019

Passcode: 699759

One Tap Mobile

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I. ROLL CALL**II. CALL TO ORDER****III. INVOCATION****IV. PLEDGE OF ALLEGIANCE****V. PRESENTATION(S)**

- “Child Abuse Preventive Month” is April

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 February 12, 2024 Regular Meeting
- [B.](#) Minutes of February 26, 2024 Special Meeting and Workshop Session
- [C.](#) Review of Credit Card Statement
- [D.](#) Receive Monthly Financial Highlight Report
- [E.](#) Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- [F.](#) Ratify Prestige Oysters, Inc. Lease at City Harbor Tract 10

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

- [1.](#) Consider First and Final reading of an Ordinance No. S-1-24 authorizing the issuance of “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024”; authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the issuance of said Certificates. Presenter is Jody Weaver
- [2.](#) Consider request of the Texas Funeral Associates for use of the Bayfront Peninsula Park including the Large Pavilion for an Easter Egg Hunt event on Saturday, March 30, 2024 from 1:00 p.m. to 4:00 p.m. and also request waiver of regular fees associated with event. Presenter is Tania French
- [3.](#) Consider amendment to City Council approved agenda item #3 at regular scheduled meeting on February 12, 2024 regarding closure of Main Street between Virginia and Commerce streets for the Iguana Fest event, revising the beginning time of 6:00 a.m. Saturday, April 06, 2024 to beginning at 12:01 a.m. Presenter is Tania French
- [4.](#) Consider recommendation of the Port Lavaca Events Committee to discontinue the annual Flip-Flop event and reallocate budgeted funds. Presenter is Tania French
- [5.](#) Receive certification of City Secretary that the candidates for the Council Member At-Large Mayor Position and the Single District #2 position, in the May 04, 2024 General Officers Election, are unopposed. Presenter is Mandy Grant

6. Consider adopting an order canceling part of the May 04, 2024 General Officers Election, specifically the Council Member At-Large Mayor Position and the Single District #2 position; and declaring unopposed candidates, Jack Whitlow and Tim Dent, duly elected as Council Members. Presenter is Mandy Grant
7. Consider Resolution No. R-031124-1E of the City of Port Lavaca to appoint Election Judges for the City’s General Officers Election held on the uniform date of May 04, 2024. Presenter is Mandy Grant
8. Consider Resolution No. R-031124-2 of the City of Port Lavaca declaring April as 2024 Fair Housing Month. Presenter is Jody Weaver
9. Consider Resolution No. R-031124-3 of the City of Port Lavaca appointing a Chief Appraiser to Calculate Taxes for the 2024 tax year. Presenter is Jody Weaver
10. Consider Resolution No. R-031124-4 of the City of Port Lavaca Suspending the April 4, 2024 effective date of AEP Texas Inc.’s requested rate change to permit the City time to study the request and to establish reasonable rates; Approving cooperation with the cities served by AEP Texas and authorizing intervention in AEP Texas Inc.’s requested rate change proceedings before the Commission; Hiring Lloyd Gosselink Attorneys and Consulting Services to negotiate with the company and direct any necessary litigation and appeals; Requiring reimbursement of Cities’ rate case expenses; Finding that the meeting at which this Resolution is passed is open to the public as required by law; Requiring Notice of this Resolution to the Company and Legal Counsel. Presenter is Jody Weaver
11. Consider Resolution No. R-031124-5 of the City of Port Lavaca to establish a new bank account at First National Bank (FNB) entitled “Park Donations” for the purpose of receiving donations that will be used specifically for Parks Improvements and Recreation. Presenter is Jody Weaver
12. Consider request of The Harbor Children’s Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of “Celebrate the Child Picnic” on Saturday, April 06, 2024 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from rear of the Library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann. Presenter is Colin Rangnow
13. Consider a new revised Interlocal Cooperation Contract (ICC) between the City of Port Lavaca Municipal Court and the Texas Department of Public Safety (DPS) for participating in the Failure to Appear (FTA) Program, due to changes occurring in the 88th Legislative Session. Presenter is Mandy Grant
14. Consider request from the Fire Department to declare City property as Surplus (the old Cascade Compressed Air System) and authorize donation of same to Texas A&M Forest Service Helping Hands Program, who in turn will donate it to the Port O’Connor Beach Volunteer Fire Department. Presenter is Joe Reyes
15. Consider recommendation of the Planning Board for approval of a request from John and Lori Leal of 108 Evening Point, Lot 357, ID 90097, Redfish Retreat Subdivision, for a variance to City Code of Ordinance Chapter 12 Building and Building Regulation, Article II Building Trade Codes, Section 12-24 Building Setbacks Presenter is Derrick Smith

16. Consider recommendation of Planning Board for approval of a tire and automotive shop to be located on the corner of Independence Dr. and Half League Rd. Property ID 65209 located in the Laurel Acres subdivision. Presenter is Derrick Smith
17. Announcement by Mayor that City Council will retire into closed session:
- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
 - To 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: [Interim City Manager]). Presenter is Mayor Whitlow
18. 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, March 11, 2024**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **Wednesday, March 06, 2024 at 5:00 p.m.**

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: o “Child Abuse Preventive Month” is April

INFORMATION:



Child Abuse Prevention Month Proclamation

Whereas child abuse prevention is a community problem and finding solutions depends on involvement among people throughout the community; and

Whereas statistics of children who are abused and neglected escalate each year; and

Whereas the effects of child abuse are felt by whole communities and need to be addressed by the entire community; and

Whereas effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious organizations, law enforcement agencies and the business community; and

Whereas youth-serving prevention programs offer positive alternatives for young people and encourage youth to develop strong ties to their community; and

Whereas all citizens should become more aware of child abuse and its prevention within the community, and to become involved in supporting parents to raise their children in a safe, nurturing environment;

Now, therefore, we, the City Council of the City of Port Lavaca, Texas, do hereby proclaim the month of April 2024 as

Child Abuse Prevention Month

in all of Calhoun County, Texas, and urge all citizens of Calhoun County to participate and support the “Celebrate the Child Picnic” on Saturday, April 06, 2024.

APPROVED by the City Council of the City of Port Lavaca, this 11th day March, 2024.

Jack Whitlow, Mayor

Daniel Aguirre, Councilman Dist. #1

Tim Dent, Councilman Dist. #2

Allen Tippit, Councilman Dist. #3

Rosie Padron, Councilwoman Dist. #4

Jim Ward, Councilman Dist. #5

Kenneth Barr, Councilman Dist. #6

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of February 12, 2024 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, February 12, 2024 at 6:30 PM

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

MINUTES

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

On this the 12th day of February, 2024, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

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

And with the following absent:

None

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

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:32 p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

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

- Mayor asked for comments from the public and the following citizens spoke:
 - James Brown, 715 Sweetwater Rd (Owner-Sand Dollar RV) Do not agree with the mandatory Business permit to operate an RV Park; have had Raw Sewage for last 4 years; City RV Park in competition with local RV Parks
 - Tracey Johnson, P O Box 851, Seadrift, TX introduced herself as candidate for Calhoun County Tax Assessor Collector

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

- A. Minutes of January 08, 2024 Regular Meeting
- B. Minutes of January 29, 2024 Workshop Session
- C. Review of Credit Card Statement
- D. Receive Monthly Financial Highlight Report
- E. Review Quarterly Investment Report (October 01, 2023 thru December 31, 2023)
- F. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- G. Consider approval of lease agreement with Allied Universal for Suites 1E and 1F at Nautical Landings Office Building

Motion made by Councilman District 6 Barr

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

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

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

1. Consider request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, March 31, 2024 and waive any fees associated with the event. Presenter is Tania French

Tania French, Events Coordinator, advised Council that the Cowboy Fellowship Church would like to host its annual Easter Sunrise service at Bayfront Peninsula Park, Sunday, March 31, 2024. This event is open to the community and free of charge. The church requests use of the large pavilion for a few hours beginning just before sunrise and requests waiver of fees associated with this request. This event will not interfere with normal operation of the park.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, March 31, 2024 and waives any fees associated with the event.

Seconded by Councilman District 6 Barr

Voting Yea:

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

2. **Consider request of Total Impact for the use of Bayfront Peninsula Park Pavilions for Cinco de Mayo event on Saturday, May 04, 2024 and waive any fees associated with the event with the exception of Alcohol in the Park permit fee. Presenter is Tania French**

Tania French, Events Coordinator, advised Council that Total Impact is planning a Cinco de Mayo event. The group would like to host this event on Saturday, May 04, 2024 at Bayfront Peninsula Park. The event would include use of the small and large pavilion for food, games, music and dance performances. Tentative time for the event is 11 a.m. to 11 p.m. during which time the park would be open to the public and community members are welcome to participate in the activities.

Total Impact requests waiver of fees for use of the pavilions, with the exception of alcohol in park permit fee.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves request of Total Impact for the use of Bayfront Peninsula Park Pavilions for Cinco de Mayo event on Saturday, May 04, 2024 and waives any fees associated with the event with the exception of Alcohol in the Park permit fee.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

3. **Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 06, 2024 to Noon on Sunday, April 07, 2024. Presenter is Tania French**

Tania French, Events Coordinator, advised Council that as in previous years, Council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the 2024 Iguana Fest, from 6:00 a.m. Saturday, April 06, 2024 to Noon on Sunday, April 07, 2024.

While the event is from 4 p.m. to 11 p.m. April 6. The additional time requested allows us to safely bring in the stage and set up and also break down the event before reopening the street.

In a separate agenda item, additionally, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2024 as needed for the event.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 06, 2024 to Noon on Sunday, April 07, 2024.

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

4. **Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2024 for Iguana Fest. Presenter is Tania French**

Tania French, Events Coordinator, advised Council that as in previous years, Council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the 2024 Iguana Fest, from 6:00 a.m. Saturday, April 06, 2024 to Noon on Sunday, April 07, 2024.

While the event is from 4 p.m. to 11 p.m. April 06, the additional time requested allows us to safely bring in the stage and set up and also break down the event before reopening the street.

Additionally, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2024 as needed for the event, as addressed in previous agenda item.

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 temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2024 for the 2024 Iguana Fest.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

5. **Consider Lease Agreement with Calhoun County for use of Electronic Voting Equipment for the City of Port Lavaca General Officers Election held on the uniform date of May 04, 2024. Presenter is Mandy Grant**

City Secretary Grant advised Council that Election Laws require that electronic voting devices be made available to voters. Costs related to these services include expenses related to seven (7) days of early voting and also for voting on Election Day for a total of eight (8) days. The lease proposal for the use of Calhoun County's Electronic Voting Equipment in connection with the May 04, 2024 City of Port Lavaca General Elections would be approximately \$798.00 and this amount has been budgeted for this fiscal year. Staff recommends Council approve this request.

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 a lease agreement with Calhoun County Elections for the use of Electronic Voting Equipment in connection with the May 04, 2024 City of Port Lavaca General Elections, in the amount of \$798.00, a copy of which is on file in the office of the City Secretary, and reference to which is here made for any and all purposes

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

6. **Consider agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2024 to September 30, 2024. Presenter is Wayne Shaffer**

Public Works Director Shaffer advised Council that himself, Interim City Manager Weaver and City Attorney Odefey had all reviewed and agreed to contents of this agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2024 to September 30, 2024, a copy which is on file in the office of the City Secretary, in its entirety.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of City Attorney and staff, Council hereby approves agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2024 to September 30, 2024.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

7. **Consider Interlocal agreement between the City of Port Lavaca, Texas and Calhoun County, Texas for Economic Development Services. Presenter is Jody Weaver**

(Interim City Manager Weaver was not in attendance).

City Attorney Odefey presented agenda item to Council on behalf of Weaver:

Article I - Purpose

On the 31st day of January, County entered into an agreement for economic development services with the Victoria Economic Development Corporation ("VEDC"). The Agreement is attached hereto and incorporated herein for all purposes as Exhibit "A". It is the desire of the City to assist with the payment for those services and receive the benefit of its own economic development services for inquiries that are located within the boundaries of the City and/or the jurisdictional boundaries of Calhoun county, which may benefit the City.

In exchange for the County contracting for economic development services and sharing those services with the City as further described in the Agreement between VEDC and the County, the City shall pay the County the sum of \$25,000.00 on or before March 1, 2024.

Article II - Authority

This Agreement is entered into by the parties hereto pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. This Agreement shall be governed by and subject to the laws of the State of Texas. Any of the terms and conditions of this Agreement are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

Article III - Term

The term of this Agreement shall be effective January 1, 2024 through December 31, 2026.

Article IV - Miscellaneous Provisions

This Agreement constitutes the entire agreement between the County and City and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

No amendment, modifications, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the Interlocal agreement between the City of Port Lavaca, Texas and Calhoun County, Texas for Economic Development Services.

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

Voting Nay:

Councilman District 3 Tippit

8. **Consider approval of the Matagorda Bay Mitigation Trust (MBMT) Contract for the City of Port Lavaca Downtown Waterfront Public Access Improvements project. Presenter is Jody Weaver**

(Interim City Manager Weaver was not in attendance).

City Attorney Odefey presented agenda item to Council on behalf of Weaver:

In October 2023, Council approved support of the City submitting an application to the Matagorda Bay Mitigation Trust (MBMT) and committed \$300,000.00 in matching funds. The scope of the project includes the construction of three (3) transient boat slips, an ADA compliant dock for fishing and crabbing in Smith Harbor, a lighted 10-ft wide shared use path (SUP) to connect the new improvements to the existing SUP at Bayfront Park, and improvements to the parking area behind Nautical Landings Office Building incorporating green infrastructure elements into the design. On January 08, 2024 the City received an award letter, letting us know our application was approved.

In this meeting (agenda item #10) is the request for the award of a Professional Engineering Services Task Order No. 36 with Urban Engineering, for this project, with a total fixed fee of \$75,000.00. The MBMT grant dollars will be used to pay the first \$50,000.00 of the contract, which will take us mid-way into the final design before any General Fund dollars will be needed.

The first step will be for Urban Engineering to prepare the COE permit application for the bulkhead and work in Smith Harbor. Once submitted, we may be looking at a year to receive the approval from the COE to construct. During this time, Urban will be working on the design plans for the full project, but depending upon how long the COE review takes, we are probably looking at early 2025 to bid the project.

Staff recommends approval of the contract with the Matagorda Mitigation Trust for \$400,000.00 in grant dollars.

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 the Matagorda Bay Mitigation Trust (MBMT) Contract for the City of Port Lavaca Downtown Waterfront Public Access Improvements project, in the amount of \$400,000.00 in grant dollars.

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

9. **Consider Urban Engineering Task Order No. 35 for Ann Street Lift Station Replacement project, including preparation/submittal of UPRR (Union Pacific Railroad) Permit. Presenter is Jody Weaver**

(Interim City Manager Weaver was not in attendance).

Public Works Director Shaffer presented agenda item to Council on behalf of Weaver:

In the Sanitary Sewer Lift Station Assessment prepared by Urban Engineering in January 2020, the Ann Street Lift Station is described as being in "poor condition." The Ann Street Lift Station, located next to Melstan's is under capacity for the amount of flow that it sees, particularly in wet weather. The pumps cannot keep up and this is why many people in the sewage drainage basin of the Ann Street Lift Station cannot flush their toilets after a rain event.

Replacement of the Ann Street Lift Station is included in the adopted FYE 2024 Capital Improvement Plan. Task Order No. 35 offered by Urban Engineering to perform the Engineering design, surveying, permitting, bidding and contract administration as needed for the project. The total Fixed Fee amount is \$73,850.00.

This Engineering Task Order will be paid using funds from the Public Utility Fund Construction Fund 217. It is staff's recommendation to approve Urban Engineering Task Order No. 35 in the Fixed Fee amount of \$73,850.00 for the Ann Street Lift Station Replacement project.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves Urban Engineering Task Order No. 35 for Ann Street Lift Station Replacement project, including preparation/submittal of UPRR (Union Pacific Railroad) Permit, in the Fixed Fee amount of \$73,850.00.

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

10. **Consider Urban Engineering Task Order No. 36 for Downtown Waterfront Public Access Improvements Project – Funded in part by Matagorda Bay Mitigation Trust (MBMT) 2024 Grant. Presenter is Jody Weaver**

(Interim City Manager Weaver was not in attendance).

City Attorney Odefey presented agenda item to Council on behalf of Weaver:

The City has been awarded a \$400,000.00 Grant from the Matagorda Bay Mitigation Trust (MBMT) to supplement \$300,000.00 of General Fund dollars committed by Council to construct a Downtown Waterfront Public Access Improvement project. The scope of the project includes the construction of three (3) transient boat slips, an ADA compliant dock for fishing and crabbing in Smith Harbor, a lighted 10-ft wide shared use path (SUP) to connect the new improvements to the existing SUP at Bayfront Park, and improvements to the parking area behind Nautical Landings Office Building incorporating green infrastructure elements into the design.

Urban Engineering’s Task Order No. 36 is to perform the Engineering design, surveying, permitting, bidding and contract administration as needed for the project. The total Fixed Fee amount is \$75,000.00 and out of that, \$50,000.00 will be reimbursed by the MBMT Grant. General Fund dollars will not be needed until mid-way through the final design phase of the engineering contract.

PROJECT STATUS UPDATE:

The first step will be for Urban Engineering to prepare the COE permit application for the bulkhead and work in Smith Harbor. Once submitted, we may be looking at a year to receive the approval from the COE to construct. During this time, Urban will be working on the design plans for the full project, but depending upon how long the COE review takes, we are probably looking at early 2025 to bid the project.

Staff recommends approval of Urban Engineering’s Task Order No. 36 in the Fixed Fee amount of \$75,000.00 for the Downtown Waterfront Public Access Improvements project - 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 Urban Engineering Task Order No. 36 for Downtown Waterfront Public Access Improvements Project – Funded in part by Matagorda Bay Mitigation Trust (MBMT) 2024 Grant, in the Fixed Fee amount of \$75,000.00.

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

- 11. **Consider Second and Final reading of an Ordinance (G-1-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 38 Solid Waste Residential Rates; and providing an effective date . Presenter is Jody Weaver**

(Interim City Manager Weaver was not in attendance).

Public Works Director Shaffer presented agenda item to Council on behalf of Weaver:

Chapter 38 Solid Waste Residential Rates:

Garbage/brush/bulk collection	Increase from \$19.53 to \$20.31
Rate per additional Cart	New Rate is \$16.11
City-wide Cleanup	Increase from \$0.35 to \$0.70

Motion made by Councilman District 6 Barr

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

THAT, Council hereby approves Second and Final reading of an Ordinance (G-1-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 38 Solid Waste Residential Rates, with fees as presented above.

Seconded by Councilman District 5 Ward

Voting Yea:

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

- 12. **Consider Resolution No. R-021224-1 for the purpose of adopting the 2024 Water Conservation Plan (WCP) for the City of Port Lavaca to promote responsible use of Water Consumption Reduction as required by 2007 House Bill 4 of the Texas State Legislature. Presenter is Wayne Shaffer**

Public Works Director Shaffer advised Council that the City of Port Lavaca Water Conservation Plan (WCP) must be updated every 5 Years to keep in line with the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB). Staff has updated this plan to meet the aforementioned requirements. The WCP will assist the City in meeting the current and future needs of its citizens.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves Resolution No. R-021224-1 for the purpose of adopting the 2024 Water Conservation Plan (WCP) for the City of Port Lavaca to promote responsible use of Water Consumption Reduction as required by 2007 House Bill 4 of the Texas State Legislature. A copy of the Resolution and the WCP Plan is in the office of the City Secretary, in its entirety.

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

- 13. **Consider Resolution No. R-021224-2 in support of the proposed Cottages on Independence, TDHCA#24228, an affordable rental housing development by Cottages on Independence, LP, to be located on Property ID No. 94457 near the intersection of Independence Drive and Sandcrab Blvd in the City of Port Lavaca. Presenter is Jody Weaver**

(Interim City Manager Weaver was not in attendance).

Michael Bowen, Principal of The Transformation Group (TTG), LLC presented agenda item to Council on behalf of Weaver:

Bowen advised that they are affiliated with the Port Lavaca Housing Authority and they plan on building 67 brand new town houses.

Motion made by Councilman District 2 Dent

WHEREAS, Cottages on Independence, LP has proposed a development for affordable rental housing near the intersection of Independence Dr. and Sandcrab Blvd., Port Lavaca, TX 77979 named Cottages on Independence in the City of Port Lavaca; and

WHEREAS, Cottages on Independence, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Cottages on Independence;

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

THAT, the City of Port Lavaca, acting through its governing body, hereby confirms that it supports the proposed Cottages on Independence, TDHCA# 24228, located on CCAD Property ID #94457, near the intersection of Independence Dr. and Sandcrab Blvd., Port Lavaca, TX 77979 and that this formal action has been taken to put on record the opinion expressed by the City of Port Lavaca, and

FURTHER RESOLVED, that as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Port Lavaca has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and

FURTHER RESOLVED, that the City of Port Lavaca hereby supports the proposed Cottages on Independence, and confirms that its governing body has voted specifically to approve the construction of

the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED, that the City of Port Lavaca, acting through its governing body, hereby approves a commitment to Cottages on Independence of permanent funding assistance in an amount of \$250 which, in the City's discretion, may be in the form of a grant, reduced fees, or gap funding, and

FURTHER RESOLVED, that notwithstanding anything herein to the contrary, the funding commitment by the City of Port Lavaca set forth in this Resolution shall be contingent on: (i) the Applicant securing low income housing tax credits from TDHCA in the amount sufficient to construct Cottages on Independence and (ii) development approvals by the City of Port Lavaca in connection with the construction of Cottages on Independence, and

FURTHER RESOLVED that for and on behalf of the Governing Body, the Mayor of the City of Port Lavaca, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Seconded by Councilman District 5 Ward

Voting Yea:

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

14. **Receive annual report from the Police Department for Racial Profiling. Presenter is Colin Rangnow**

Police Chief Rangnow presented an annual report from the Police Department for Racial Profiling.

No action necessary and none taken.

15. **Consider declaring city-owned Oriental decorations as surplus and authorize the Interim City Manager to dispose of same. Presenter is Jody Weaver**

(Interim City Manager Weaver was not in attendance).

Mayor Whitlow presented agenda item to Council on behalf of Weaver:

The following items were purchased as decorations in conjunction with our recent hosing of the TML Region 11 Quarterly meeting. Staff is asking Council to declare these items as surplus and authorize Interim City Manager Weaver to dispose of them. The total value is \$500.00.

- 2 ea. Dragon hanging lanterns.
- 10 ea. Hanging décor.
- 8 ea. Red & Gold hanging lanterns.
- 2 ea. Long hanging lanterns.
- 1 ea. Paper dragon décor (flat).
- 2 each flat hanging décor.

- 1 ea. Hanging fish décor.
- 2 ea. Long dragons.
- 1 ea. Dragon hanging décor.
- 216 ea. Small hanging good luck charms.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves declaring city-owned Oriental decorations as surplus and authorizes the Interim City Manager to dispose of same.

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

16. **Consider request of the following departments to declare city-owned vehicles as surplus and authorize the disposal of said vehicles by releasing to Enterprise Fleet Management to auction off: Police Department: 8 seized vehicles, 2 administrative vehicles and 1 patrol vehicle; Public Works Department: 9 vehicles; Ports & Harbors: 1 vehicle; Fire Department: 1 vehicle. Presenters Colin Rangnow, Wayne Shaffer and Joe Reyes**

Police Department:

Vehicle	Year	Make/ Manufacturer	Model	VIN Serial No.	Mileage
Seized	2010	Lincoln	MK2	3LNHL2GC2AR657885	89,562
Seized	2005	Chevrolet	Silverado	2GCEK13T851318763	148,532
Seized	2001	Dodge	Ram 2500	1B7KF23Z11J218540	207,955
Seized	2000	Jeep	Cherokee	1J4G248S5YC270030	140,659
Seized	1998	Toyota	Corolla	1NXBR12EXW2104439	144,234
Seized	2005	Chevrolet	Silverado	2GCEC19T051153683	129,201
Seized	1990	Mazda	Miata JM	1NA3511L0148295	221,139
2632	2005	Honda	Accord	1HGCM55895A120718	153,183
2498	2011	Ford	F-150	1FTFW1CF9BKD62219	92,497
2755	2012	Chevrolet	Caprice	6G1MK5U21CL606815	105,683
2815	2013	Chevrolet	Caprice	6G1MK5U25DL812043	93,408

Public Works Department:

Vehicle	Year	Make/ Manufacturer	Model	VIN Serial No.	Mileage
24HHNF	2005	Ford	F-150	1FTRF12235NA55675	102,757

24HHNJ	2008	Ford	F-150	1FTRF12298KD08987	135,623
253NVV	2012	Chevrolet	Silverado	1GCRCPEA0CZ103301	82,723
253NVJ	2009	Jeep	Cherokee	1J8GS48K39C530876	65,244
24HHNS	2010	Ford	F-150	1FTSX2A51AEB36927	58,734
24HHNR	2011	Chevrolet	Silverado	1GB2CVCG1BZ259069	88,497
24HHNV	2012	Chevrolet	Silverado	1GC2CVCG7CZ125888	77,129
24HHMT	2013	Chevrolet	Silverado	3GCPCREA9DG328479	125,699
24HHN3	2015	Chevrolet	Silverado	1GCNCPEH6FZ149599	115,326

Port Commission Department:

Vehicle	Year	Make/ Manufacturer	Model	VIN Serial No.	Mileage
24HHMX	2011	Chevrolet	Silverado	1GCRCPEA4BZ244662	114,171

Fire Department:

Vehicle	Year	Make/ Manufacturer	Model	VIN Serial No.	Mileage
1102	2005	Ford	F-150	1FTRX12WX5FA37460	110,513

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves declaring city-owned vehicles as surplus and authorize the disposal of said vehicles by releasing to Enterprise Fleet Management to auction off: Police Department: 8 seized vehicles, 2 administrative vehicles and 1 patrol vehicle; Public Works Department: 9 vehicles; Ports & Harbors: 1 vehicle; Fire Department: 1 vehicle.

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

17. Consider awarding Construction Bid for the 2024 Alcoa Drive and Austin Street Waterline Improvements Project. Presenter is Wayne Shaffer

Public Works Director Shaffer advised Council that the Alcoa Drive & Austin Street water project involves replacing a broken valve at the intersection of Alcoa Drive and Austin Street. The Austin Street water main, at this location, is the only connection between the City of Port Lavaca and the Water Treatment Plant. The valve to be replaced is currently broken in a partially open position and causes problems in providing water to the City. In order to replace this valve and keep the City in service, a water main line stop with a bypass has to be installed.

To further complicate the project, the water mains are located within TxDOT rights-of-ways and require working within the sidewalk and pavement of Austin Street.

On Thursday February 8th, 2024 @ 2:30 pm, bids were received by the City of port Lavaca for the 2024 Austin Street & Alcoa Drive Waterline Improvement Project. Urban Engineering has reviewed the bids and they are as follows:

Bidder	Total Base Bid	Calendar Days
Mercer Construction Company	\$179,330.00	30
J&R Contracting Services, Inc.	\$235,849.20	150

Shaffer advised that there are \$189,000.00 available in construction funds. He said this project will address an inoperable valve in the intersection. Urban Engineering and staff recommend awarding the project to Mercer Construction Company for a bid amount of \$179,330.00.

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

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

THAT, in accordance with recommendation of staff, Council hereby approves awarding the Construction Bid for the 2024 Alcoa Drive and Austin Street Waterline Improvements Project to Mercer Construction Company, in the amount of \$179,330.00, 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 5 Ward

Voting Yea:

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

- 18. **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: [Interim City Manager]). Presenter is Mayor Whitlow**

Mayor Whitlow announced there would be no closed session.

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

There was no closed session.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Meeting adjourned at 7:26 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

City of Port Lavaca, Texas

\$14,000,000 Project Deposit

\$13,040,000 Combination Tax and Revenue Certificates of Obligation, Series 2024

Pricing Date:
March 11, 2024



CITY OF PORT LAVACA
TEXAS



**Capital
Markets**

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Transaction Overview

Combination Tax and Revenue Certificates of Obligation, Series 2024

Financing Overview

Issuer	City of Port Lavaca, Texas
Par Amount	\$13,040,000.00
Project Deposit	\$14,000,000.00
Issue	Combination Tax and Revenue COs, Series 2024
Pricing Date	March 11, 2024
Delivery Date	March 28, 2024
First Coupon	February 15, 2025
Type of Sale	Negotiated
Tax Status	Tax-Exempt
Optional Redemption	February 15, 2033
Ratings	S&P: "AA-"
Arbitrage Yield	3.50%
All-In-TIC:	3.88%
Financial Advisor	RBC Capital Markets
Bond Counsel	Bickerstaff Heath Delgado Acosta LLP
Underwriters' Counsel	McCall, Parkhurst & Horton L.L.P.
Underwriter	SAMCO Capital Markets
Paying Agent	UMB Bank, N.A.

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NEW ISSUE
BOOK-ENTRY-ONLY

PRELIMINARY OFFICIAL STATEMENT
Dated: March 4, 2024

Ratings:
S&P: "AA-"
(See "RATINGS" herein.)

In the opinion of Bickerstaff, Heath, Delgado, Acosta LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Certificates (defined below) is excluded from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended. For purposes of the 15% federal minimum tax that is imposed on certain corporations, interest on the Certificates will be taken into account in determining adjusted financial statement income.

\$14,000,000*
CITY OF PORT LAVACA, TEXAS
(A political subdivision of the State of Texas located in Calhoun County, Texas)
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024

Dated: March 1, 2024 (interest to accrue from the Delivery Date) Due: February 15, as show on page ii

The \$14,000,000* Combination Tax and Revenue Certificates of Obligation, Series 2024 (the "Certificates") are being issued by the City of Port Lavaca, Texas (the "City") pursuant to the Constitution and the general laws of the State of Texas, the Certificate of Obligation Act of 1971, Subchapter C, Chapter 271, Texas Local Government Code, as amended, an ordinance (the "Ordinance") to be adopted by the City Council of the City on March 11, 2024, and the City's Home Rule Charter. (See "THE CERTIFICATES - Authority for Issuance".)

The Certificates constitute direct and general obligations of the City payable primarily from the proceeds of an annual ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's waterworks and sewer system, as described in the Ordinance. (See "THE CERTIFICATES - Security and Source of Payment" and "AD VALOREM PROPERTY TAXATION" herein.)

Interest on the Certificates will accrue from the Delivery Date (defined below), and will be payable on February 15 and August 15 of each year, commencing February 15, 2025, until stated maturity or prior redemption, and will be calculated on the basis of a 360-day year of twelve 30-day months. The definitive Certificates will be issued as fully registered obligations in book-entry form only and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository. Book-entry interests in the Certificates will be made available for purchase in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of the Certificates ("Beneficial Owners") will not receive physical delivery of certificates representing their interest in the Certificates purchased. So long as DTC or its nominee is the registered owner of the Certificates, the principal of and interest on the Certificates will be payable by UMB Bank, N.A., Austin, Texas, as Paying Agent/Registrar, to Cede & Co., which will in turn remit such principal and interest to its participants, which will in turn remit such principal and interest to the Beneficial Owners of the Certificates. (See "BOOK-ENTRY-ONLY SYSTEM" herein.)

Proceeds from the sale of the Certificates will be used for the purpose of paying contractual obligations to be incurred for (i) various capital improvement projects; (ii) construction of streets and drainage, including utility relocation and sidewalks and shared use paths and lighting; (iii) water and sewer system improvements; and (iv) payment of professional services and costs of issuance related thereto.

The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, _____, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on February 15, _____ or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. (See "THE CERTIFICATES - Redemption Provisions" herein.)

SEE MATURITY SCHEDULE ON PAGE ii

The Certificates are offered for delivery when, as and if issued, and received by the underwriter named below (the "Underwriter"), and subject to the approving opinion of the Attorney General of the State of Texas and the approval of certain legal matters by Bickerstaff Heath Delgado Acosta LLP, Austin, Texas, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, McCall, Parkhurst & Horton L.L.P., San Antonio, Texas. It is expected the Certificates will be available for delivery through the services of DTC, New York, New York, on or about March 28, 2024 (the "Delivery Date").

SAMCO CAPITAL MARKETS

*Preliminary, subject to change.



Sources and Uses of Funds

Combination Tax and Revenue Certificates of Obligation, Series 2024

Sources and Uses of Funds - Series 2024	
Sources	
Principal	\$ 13,040,000.00
Net Premium	1,178,170.90
Total Sources	\$ 14,218,170.90
Uses	
Project Fund Deposit	\$ 14,000,000.00
Underwriters' Discount	87,190.07
Costs of Issuance & excess proceeds	130,980.83
Total Uses	\$ 14,218,170.90



Total City of Port Lavaca Debt Service

Combination Tax and Revenue Certificates of Obligation, Series 2024

Fiscal Year Ending	Existing Debt Service	Series 2024 COs		Total Debt Service	Total Debt Service
		Principal	Interest		
09/30/2024	\$ 968,468				\$ 968,468
09/30/2025	807,110	\$ 165,000	\$ 856,168	\$ 1,021,168	1,828,278
09/30/2026	806,013	420,000	604,400	1,024,400	1,830,413
09/30/2027	808,396	440,000	582,900	1,022,900	1,831,296
09/30/2028	804,706	460,000	560,400	1,020,400	1,825,106
09/30/2029	677,894	485,000	536,775	1,021,775	1,699,669
09/30/2030	677,950	510,000	511,900	1,021,900	1,699,850
09/30/2031	677,044	535,000	485,775	1,020,775	1,697,819
09/30/2032	675,625	565,000	458,275	1,023,275	1,698,900
09/30/2033	678,588	595,000	429,275	1,024,275	1,702,863
09/30/2034	675,463	625,000	398,775	1,023,775	1,699,238
09/30/2035	548,525	655,000	366,775	1,021,775	1,570,300
09/30/2036	545,000	690,000	333,150	1,023,150	1,568,150
09/30/2037	547,800	725,000	297,775	1,022,775	1,570,575
09/30/2038	544,900	760,000	260,650	1,020,650	1,565,550
09/30/2039	546,300	800,000	221,650	1,021,650	1,567,950
09/30/2040	546,900	840,000	180,650	1,020,650	1,567,550
09/30/2041	546,700	885,000	137,525	1,022,525	1,569,225
09/30/2042	545,700	925,000	96,900	1,021,900	1,567,600
09/30/2043	-	960,000	59,200	1,019,200	1,019,200
09/30/2044	-	1,000,000	20,000	1,020,000	1,020,000
Total	\$ 12,629,080	\$ 13,040,000	\$ 7,398,918	\$ 20,438,918	\$ 33,067,998

COMMUNICATION

SUBJECT: Minutes of February 26, 2024 Special Meeting and Workshop Session

INFORMATION:



CITY COUNCIL SPECIAL/WORKSHOP MEETING

Monday, February 26, 2024 at 5:30 PM

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

MINUTES

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

On this the 26th day of February, 2024, the City Council of the City of Port Lavaca, Texas, convened in a special and workshop session at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

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

And with the following absent: None

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

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the special meeting to order at 5:35 p.m. and presided.

III. COMMENTS FROM THE PUBLIC

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

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

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

1. Discuss and consider the principle amount of City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024. Presenter is Jody Weaver

Motion made by Councilman District 5 Ward

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

THAT, Council approves the principle amount of \$14 million dollars for the City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, District 5 Ward, and Councilman District 6 Barr

Voting Nay:

Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron

Tie Breaker Vote by Mayor Whitlow: Aye

2. Consider First and Final reading of an Ordinance No. S-1-24 authorizing the issuance of “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024”; authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the issuance of said Certificates. Presenter is Jody Weaver

Motion made by Councilman District 6 Barr

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

THAT, Council tables this agenda item until the next regular scheduled meeting on Monday, March 11, 2024.

Seconded by Councilman District 5 Ward

Voting Yea:

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

V. ADJOURN SPECIAL MEETING

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilman District 2 Dent

Voting Yea:

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

Special Meeting adjourned at 6:11 p.m.

WORKSHOP SESSION

VI. CALL TO ORDER

- Mayor Whitlow called the workshop to order at 6:11 p.m. and presided with the following announcement:

VII. COMMENTS FROM THE PUBLIC

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

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

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

1. Presentation by Director of Public Works regarding the Boil Water Notice issued on January 16, 2024 and rescinded on January 18, 2024. Presenter is Wayne Shaffer

Council discussed this agenda item.

No action necessary and none taken.

2. Presentation by Director of Public Works regarding elevated levels of Trihalomethanes in the drinking water supply. Presenter is Wayne Shaffer

Council discussed this agenda item.

No action necessary and none taken.

3. Review of City Hall Master Plan – Interior Renovations, Security Upgrades and Site improvements with Budget estimates. Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

IX. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 6 Barr

Seconded by Councilman District 5 Ward

Voting Yea:

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

Workshop adjourned at 7:18 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #C.

CITY OF
Account Number: XXXX XXXX XXXX 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
January 9, 2024 to February 6, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$6,022.16
- Payments	\$6,022.16
- Other Credits	\$0.00
+ Purchases	\$10,335.77
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$10,335.77

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$13,352.00
 Statement Closing Date February 6, 2024
 Days in Billing Cycle 29

PAYMENT INFORMATION

New Balance: \$10,335.77
 Minimum Payment Due: \$310.08
Payment Due Date: March 2, 2024

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

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

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

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/19	01/19	8543189D300XSTWP6	PAYMENT - THANK YOU	\$6,022.16-

Transactions continued on next page

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



Account Number: XXXX XXXX XXXX 0305
 New Balance: \$10,335.77
 Minimum Payment Due: \$310.08
Payment Due Date: March 2, 2024

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

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

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



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXXX0305	\$6,022.16-
01/08	01/09	5543286QR5ZVLTZFW	EXPEDIA 72732034859683 EXPEDIA.COM WA	\$669.24
01/08	01/09	8271116QR000GW85P	EVENT* 2024 TEXAS CIT ANNA TX	\$203.95
01/30	02/01	8518412DFS66GPHGV	TEXAS POLICE CHIEFS AS 512-2815400 TX	\$300.00
02/02	02/04	5270487DJW7V790XJ	HOLIDAY INN EXPRESS SAN ANTONIO TX	\$577.93
		CHECK-IN 01/28/24	FOLIO #275121	
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXXX0727	\$1,751.12
01/30	01/31	2524780DE0224GTVJ	VC PAYMENTS VICTORIA TX	\$675.47
			ERIC SALES	
			TOTAL XXXXXXXXXXXXX0776	\$675.47
01/10	01/11	5542950QSLXMJQMSK	VISTAPRINT 8662074955 MA	\$159.05
01/10	01/11	7536943QSVQ35FYHH	THE UPS STORE 1957 MANHATTAN KS	\$35.00
01/10	01/11	8230509QS000HSWNZ	SP ANCHORTEX.COM WEST BERLIN NJ	\$150.94
01/20	01/23	8535335D6BPQEGBYR	PAYPAL *TEXASPOLICE 4029357733 CA	\$37.38
			KAREN NEAL	
			TOTAL XXXXXXXXXXXXX0784	\$382.37
01/10	01/11	8217584QS000062GL	TACTACAM REVEAL CALEDONIA MN	\$120.00
			JAVIER RAMOS	
			TOTAL XXXXXXXXXXXXX0867	\$120.00
01/08	01/09	5543286QR5ZS51083	AMAZON.COM*TK27U7BR1 AMZN.COM/BILL WA	\$38.33
01/18	01/19	5543286D262EGK5WT	AMZN MKTP US*RT1DL2Y11 AMZN.COM/BILL WA	\$116.52
01/21	01/21	5543286D5632NZ64W	TEEX ECOMMERCE 979-458-6898 TX	\$325.00
01/21	01/21	5543286D5632NZ65Q	TEEX ECOMMERCE 979-458-6898 TX	\$325.00
01/24	01/25	5531020D82DZSWK4X	AMZN MKTP US*R00HE94J2 SEATTLE WA	\$116.52
02/05	02/06	5543286DM5Y8VW6TN	TST* EXECUTIVE SURF CL CORPUS CHRIST TX	\$32.91
			JUAN LUNA	
			TOTAL XXXXXXXXXXXXX0941	\$954.28
01/19	01/21	5548872D4BM6TP575	TCEQ IND RENEWAL LIC AUSTIN TX	\$111.00
			WAYNE SHAFFER	
			TOTAL XXXXXXXXXXXXX1212	\$111.00
01/08	01/10	5542135QTVALXPDK4	TEXAS MUNICIPAL COURTS AUSTIN TX	\$150.00
01/11	01/14	5543286QX61234N4Z	BJ'S RESTAURANTS 442 SUGAR LAND TX	\$113.12
01/22	01/23	5543286D663HZJEXG	AMZN MKTP US*R867G5KK2 AMZN.COM/BILL WA	\$122.41
01/24	01/25	5543286D85SRQ11T5	SQ *SWEET SPOT CAKES & GOSQ.COM TX	\$225.00
01/24	01/25	5543286D85SR8SLDK	AMZN MKTP US*R03SY54B2 AMZN.COM/BILL WA	\$53.97
01/25	01/28	5531020DA2M9RS0PB	OLIVE GARDEN ZK 002169 VICTORIA TX	\$97.84
01/31	01/31	5543286DF5WJVBBH9	AMZN MKTP US*R01HW87O1 AMZN.COM/BILL WA	\$32.48
			MANDY GRANT	
			TOTAL XXXXXXXXXXXXX1238	\$794.82
01/08	01/09	5543286QR5ZS4TM3K	AMZN MKTP US*RT5OP50C0 AMZN.COM/BILL WA	\$489.24
01/11	01/12	5550080QWRDQ6RWAK	JUSGO SUPERMARKET SUGAR LAND TX	\$145.27
01/11	01/14	8554402QWWGNHW4ZM	MULAN HOUSTON TX	\$570.00
01/17	01/18	5543286D1625TBV8P	AMZN MKTP US*R86RO3DC0 AMZN.COM/BILL WA	\$153.24
01/17	01/18	5543286D1627F8WEX	AMZN MKTP US*R883G74L2 AMZN.COM/BILL WA	\$16.89
01/19	01/19	5543286D362K8ONFL	AMZN MKTP US*R85NQ7YS0 AMZN.COM/BILL WA	\$108.47
01/23	01/24	5513158D72DQV3P9L	CDW GOVT #PF14414 800-808-4239 IL	\$297.83
01/24	01/26	5520739D9ESZW8WGA	YEARLI.COM GRAND RAPIDS MI	\$105.53
01/25	01/26	5543286D95SYKJAWN	AMZN MKTP US*R01H853J2 AMZN.COM/BILL WA	\$69.99

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
01/25	01/26	5543286D95V163JL2	AMZN MKTP US*R02I22001 AMZN.COM/BILL WA	\$64.42
01/25	01/26	0543684DA00A43ZMR	DOLLAR TREE VICTORIA TX	\$33.83
01/31	02/01	5543286DF5WL7AFF6	AMZN MKTP US*R09KC49K1 AMZN.COM/BILL WA	\$78.27
01/31	02/01	0230096DF8PMMZJZ2	GOVERNMENT FINANCE OFF CHICAGO IL	\$150.00
01/31	02/02	5520739DGESZZ2Z4A	YEARLI.COM GRAND RAPIDS MI	\$557.97
02/02	02/02	5543286DH5X23VVG4	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00
02/01	02/04	5520739DHEV00TSBQ	YEARLI.COM GRAND RAPIDS MI	\$3.52
02/02	02/04	5543286DH5X7RLGVQ	AMZN MKTP US*R230K3MM2 AMZN.COM/BILL WA	\$74.94
02/05	02/06	5543286DL5Y40ZP3S	SQ *SWEET SPOT CAKES & GOSQ.COM TX	\$225.00
02/05	02/06	5265384DL1YZD9BL5	PAYPAL *DIVADOLLZMO 4029357733 TX	\$375.00
02/06	02/06	5543286DM5Y6WBZZ6	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00
SUSAN LANG				
TOTAL XXXXXXXXXXXXX1345 \$3,819.41				
01/09	01/10	8536943QTV82WMDMR	USFUND.ORG888-364-1120 888-3641120 UT	\$34.95
01/11	01/11	5543286QV60FJ98FQ	APPLE.COM/BILL 866-712-7753 CA	\$2.99
01/19	01/19	5543286D362J3332V	INT'L CODE COUNCIL INC 888-422-7233 IL	\$69.00
01/23	01/24	5543286D75SFJZBSZ	AMZN MKTP US*R82RW92K1 AMZN.COM/BILL WA	\$25.41
01/27	01/28	5548077DB8AZ17AZD	RECONYX HOLMEN WI	\$40.00
DERRICK SMITH				
TOTAL XXXXXXXXXXXXX3836 \$172.35				
02/01	02/02	5543286DG5X0ML91T	AMZN MKTP US*R27564GB2 AMZN.COM/BILL WA	\$289.99
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXXX8611 \$289.99				
01/08	01/09	0230537QTEHWR1TSL	CRACKER BARREL #228 SA SAN MARCOS TX	\$28.18
01/08	01/10	0514048QTLM81DNAR	CHICK-FIL-A #02389 SAN MARCOS TX	\$12.82
01/09	01/10	5543286QS607LS7ZY	WHATABURGER 705 Q26 SAN MARCOS TX	\$15.04
01/10	01/10	0230537QSEHWJ9ZK5	TST* THE PORCH ON HOPK SAN MARCOS TX	\$13.56
01/10	01/11	5543286QV60GAFE99	WHATABURGER 360 Q26 CUERO TX	\$14.87
01/10	01/11	5543687QV4M3VHSSG	SAN MARCOS EMBASSY SUI SAN MARCOS TX	\$548.55
CHECK-IN 01/07/24 FOLIO #814513				
02/02	02/04	0531461DJ00BW584K	BUSHS CHICKEN -PORT LA PORT LAVACA TX	\$19.97
JOE REYES JR				
TOTAL XXXXXXXXXXXXX0215 \$652.99				
01/08	01/09	5543286QR5ZV1ENLB	UPS*BILLING CENTER 800-811-1648 GA	\$16.05
01/15	01/16	5543286QZ61P8P9NL	UPS*BILLING CENTER 800-811-1648 GA	\$61.65
01/17	01/18	5543286D1628D1GF6	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$165.66
01/22	01/23	5543286D65S97D1ZF	UPS*BILLING CENTER 800-811-1648 GA	\$83.90
01/25	01/26	5542950DA0TWY6VH5	DOCUSIGN SEATTLE WA	\$127.92
02/02	02/04	0543684DJBLKKGDPD	WM SUPERCENTER #1098 PORT LAVACA TX	\$32.91
JOANNA WEAVER				
TOTAL XXXXXXXXXXXXX0249 \$488.09				
01/09	01/10	2545733QS000DHLXM	PREP BLAST 615-6893546 TN	\$43.50
01/17	01/18	5543286D1627D94DD	AMZN MKTP US*R857482D0 AMZN.COM/BILL WA	\$69.02
01/30	01/31	0230537DF00GY3XR6	USPS PO 4872200979 PORT LAVACA TX	\$11.36
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXXX0264 \$123.88				



INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.49% (v)	\$0.00	29	\$0.00
Cash Advances	19.49% (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, Senior Accountant 
Subject: FY 23-24 Financial Highlights through **February 29, 2024**
Date: March 5, 2024

Below are the following reports for the period ending **February 29, 2024**, or **42%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$4,615,399** for the year as of January. Collections in FY 23-24 are 80.57% of total adjusted tax levy. Total current year Property Taxes Outstanding as of January is **\$1,558,764**.

In the General Fund, revenues through **02/29/24** are **61%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,574,522** for the year as of February. Collections in FY 23-24 are 101.5% of budget.
2. *Sales Tax* collections through February were **\$1,552,372** or 42% of budget. Collections through February in FY 22-23 were **\$1,495,189**.
3. *Licenses & Permits* collections are **\$41,776** for the year, or 15.5% of budget. Collections through February in FY 22-23 were **\$53,923**.
4. *Bauer Center Rentals* through February are **\$26,835** or 27% of budget. Collections through February in FY 22-23 were **\$30,650**.
5. *Court Fines* are **\$24,008** for the year, or 20% of budget. Collections through February in FY 22-23 were **\$30,851**.

Expenditures in the General Fund for the year are **38%** of budget.

Target: 42%

In the Utility Fund, revenues as of **02/29/24** are **39%** of budget. In addition:

1. *Metered Water* sales through February are **\$1,156,012** or **44%** of budget.
2. *Residential Sewer* sales through February are **\$586,704** or **37.5%** of budget.
3. *Garbage Billings* through February are **\$386,011** or **42%** of budget.

Expenditures in the Utility Fund for the year are **56.5%** of budget.

Summary – FY 2023-2024 through 02/29/24

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$7,072,576	61%	\$4,353,565	38%	\$2,719,011
Utility	2,931,111	39%	3,022,373	56.5%	(91,262)
HOT	135,963	23%	231,625	36%	(95,662)
Beach	79,059	34%	53,054	25%	26,004
Port	330,027	17%	261,544	13%	68,483
					Total 2,626,574



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

TAXES DUE AT CERTIFICATION	5,760,674.07
Adjustments to Date	-32,486.65
TOTAL TAX LEVY	5,728,187.42

2022 Tax Collections

	Base	Penalties & Interest	Total
October	2,358,896.67	0.00	2,358,896.67
November	583,430.25	0.00	583,430.25
December	613,928.54	0.00	613,928.54
January	1,059,143.68	0.00	1,059,143.68
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July (Delinquent as of July 1, 2022)			0.00
August			0.00
September			0.00
TOTAL	4,615,399.14	0.00	4,615,399.14

Last Year %
Collected
87.36%

% Collected 80.57%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments 0.00

2022 TAXES OUTSTANDING 1,112,785.10

% Current Outstanding 19.43%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	1,434.78	2,667.91	4,102.69
November	9,308.28	2,187.95	11,496.23
December	95,107.93	19,103.85	114,211.78
January	13,907.48	5,063.20	18,970.68
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July			0.00
August			0.00
September			0.00
TOTAL	119,758.47	29,022.91	148,781.38

DELINQUENT TAXES OUTSTANDING 445,978.48
TOTAL TAXES OUTSTANDING 1,558,763.58

Handwritten signature and date
2/15/24

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

Section VII. Item #D.

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

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

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

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL Year-to-Date Allocation	General Fund Budget		Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)		
					Month	Y-T-D		Month	Y-T-D	
Fiscal Year 2024										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan					308,205	1,211,239			
Apr	Feb					254,282	1,465,520			
May	Mar					303,561	1,769,081			
Jun	Apr					281,536	2,050,617			
Jul	May					326,228	2,376,845			
Aug	Jun					350,460	2,727,305			
Sep	Jul					311,308	3,038,613			
Oct	Aug					352,981	3,391,594			
Nov	Sep					332,358	3,723,952			

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

001-GENERAL FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
REVENUE SUMMARY								
TAXES	8,985,666	8,985,666	0	1,481,712.74	6,451,948.07	0.00	2,533,717.93	71.80
LICENSES & PERMITS	268,410	268,410	0	8,169.33	41,775.57	0.00	226,634.43	15.56
USER & SERVICE CHARGES	102,500	102,500	0	6,105.00	27,867.00	0.00	74,633.00	27.19
FINES & FORFEITURES	284,000	284,000	0	34,756.93	109,598.26	0.00	174,401.74	38.59
OTHER REVENUE	550,950	550,950	0	27,265.67	220,000.42	0.00	330,949.58	39.93
GRANT AND CONTRIBUTION R	572,033	572,033	0	0.00	78,080.05	0.00	493,952.95	13.65
INTERGOVERNMENTAL REVENUE	875,783	875,783	0	28,661.41	143,307.05	0.00	732,475.95	16.36
TOTAL REVENUES	11,639,342	11,639,342	0	1,586,671.08	7,072,576.42	0.00	4,566,765.58	60.76
EXPENDITURE SUMMARY								
CITY COUNCIL	30,402	30,402	0	2,389.32	12,022.52	0.00	18,379.48	39.55
CITY MANAGER	394,511	394,511	0	20,972.24	129,089.21	16,000.00	249,421.79	36.78
CITY SECRETARY	224,494	224,494	0	17,693.40	79,643.09	10,000.00	134,850.91	39.93
HUMAN RESOURCE	34,725	34,725	0	1,106.95	9,213.31	0.00	25,511.69	26.53
MUNICIPAL COURT	163,474	163,474	0	12,847.63	62,077.24	0.00	101,396.76	37.97
TECHNOLOGY SERVICES	462,081	462,081	0	42,549.46	260,177.03	29,773.25	172,130.72	62.75
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	440,906	440,906	0	21,559.95	83,775.56	0.00	357,130.44	19.00
CITY HALL	207,520	207,520	0	29,760.63	96,941.56	68,940.14	41,638.30	79.94
POLICE	2,919,859	2,919,859	0	188,233.41	1,056,351.67	0.00	1,863,507.33	36.18
FIRE	2,162,555	2,162,555	0	142,325.13	859,748.75	46,680.64	1,256,125.61	41.91
ANIMAL CONTROL	246,085	246,085	0	14,432.53	56,827.62	27,001.70	162,255.68	34.07
CODE ENFORCEMENT/INSPECT	511,797	511,797	0	33,669.10	165,405.71	29,016.83	317,374.46	37.99
STREETS	2,897,645	2,897,645	0	73,807.25	850,410.05	119,299.99	1,927,934.96	33.47
PARKS & RECREATION	1,064,950	1,064,950	0	53,111.67	248,970.58	130,921.12	685,058.30	35.67
BAUER CENTER	335,464	335,464	0	20,151.65	149,948.18	25,397.00	160,118.82	52.27
NON-DEPARTMENTAL	680,027	680,027	0	18,854.45	232,963.21	0.00	447,063.79	34.26
TOTAL EXPENDITURES	12,776,495	12,776,495	0	693,464.77	4,353,565.29	503,030.67	7,919,899.04	38.01
REVENUES OVER/(UNDER) EXPENDITURES	(1,137,153)	(1,137,153)	0	893,206.31	2,719,011.13	(503,030.67)	(3,353,133.46)	194.87-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

Section VII. Item #D.

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TAXES								
411.01	PROPERTY TAXES-CURRENT	4,511,964	4,511,964	0	1,049,341.97	4,574,522.09	0.00 (62,558.09)	101.39
411.02	PROPERTY TAXES-DELINQU	100,000	100,000	0	20,255.29	120,514.28	0.00 (20,514.28)	120.51
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	335,162.36	1,552,371.87	0.00 2,171,580.13	41.69
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	14,241.17	0.00 47,758.83	22.97
413.02	ELECTRICAL FRANCHISE T	342,000	342,000	0	0.00	75,294.84	0.00 266,705.16	22.02
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	6,764.91	6,972.09	0.00 25,027.91	21.79
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	6,967.92	6,967.92	0.00 43,032.08	13.94
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	4,563.96	38,067.31	0.00 90,682.69	29.57
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	0.00	4,340.17	0.00 30,659.83	12.40
415.15	INTERGOVERNMENTAL REVE	0	0	0	58,656.33	58,656.33	0.00 (58,656.33)	0.00
	TOTAL TAXES	8,985,666	8,985,666	0	1,481,712.74	6,451,948.07	0.00 2,533,717.93	71.80
LICENSES & PERMITS								
421.01	ELECTRICAL LICENSES	0	0	0	0.00	0.00	0.00 0.00	0.00
421.02	BUILDER LICENSES	7,000	7,000	0	400.00	2,150.00	0.00 4,850.00	30.71
422.01	ELECTRICAL PERMITS	25,000	25,000	0	0.00	0.00	0.00 25,000.00	0.00
422.02	BUILDING PERMITS	157,000	157,000	0	5,407.05	31,419.98	0.00 125,580.02	20.01
422.03	PLUMBING PERMITS	22,000	22,000	0	0.00	0.00	0.00 22,000.00	0.00
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	0.00	0.00 5,600.00	0.00
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00 0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	100.00	0.00 (100.00)	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	100.00	200.00	0.00 (200.00)	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	30.00	190.00	0.00 2,410.00	7.31
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00 1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	2,002.28	4,898.00	0.00 25,102.00	16.33
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	75.00	1,905.00	0.00 5,205.00	26.79
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00 300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	0.00	0.00 1,000.00	0.00
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00 0.00	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	577.59	0.00 8,422.41	6.42
425.01	ANIMAL LICENSES & FEES	200	200	0	105.00	175.00	0.00 25.00	87.50
426.01	ALARM FEES	100	100	0	50.00	160.00	0.00 (60.00)	160.00
	TOTAL LICENSES & PERMITS	268,410	268,410	0	8,169.33	41,775.57	0.00 226,634.43	15.56
USER & SERVICE CHARGES								
435.06	BAUER CENTER RENTALS	100,000	100,000	0	5,525.00	26,835.00	0.00 73,165.00	26.84
435.07	BAYFRONT RENTALS	0	0	0	0.00	150.00	0.00 (150.00)	0.00
439.01	POLICE SERVICES	2,000	2,000	0	580.00	882.00	0.00 1,118.00	44.10
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00 500.00	0.00
	TOTAL USER & SERVICE CHARGES	102,500	102,500	0	6,105.00	27,867.00	0.00 74,633.00	27.19

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
FINES & FORFEITURES									
441.01	PENALTIES & INTEREST	90,000	90,000	0	18,910.62	43,945.05	0.00	46,054.95	48.83
441.02	TAX ATTORNEY FEES	45,000	45,000	0	6,215.32	33,242.60	0.00	11,757.40	73.87
443.01	COURT FINES	120,000	120,000	0	7,034.63	24,008.16	0.00	95,991.84	20.01
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	1,471.80	4,782.99	0.00	9,217.01	34.16
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	123.91	640.18	0.00	4,359.82	12.80
449.02	ARREST FEES	10,000	10,000	0	1,000.65	2,979.28	0.00	7,020.72	29.79
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL FINES & FORFEITURES	284,000	284,000	0	34,756.93	109,598.26	0.00	174,401.74	38.59
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	27,208.26	152,117.25	0.00	347,882.75	30.42
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	6.00	49.25	0.00	450.75	9.85
459.05	DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.08.1010	DONATION-PARK-MUSIC PA	0	0	0	0.00	0.00	0.00	0.00	0.00
459.08.1011	DONATION-PARK-LEARNING	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	DONATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	34,300.00	0.00 (2,300.00)	107.19
459.12	TML REIMBURSEMENTS	0	0	0	0.00	24,252.78	0.00 (24,252.78)	0.00
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	11.00	0.00 (11.00)	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	51.41	3,270.14	0.00	6,729.86	32.70
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	550,950	550,950	0	27,265.67	220,000.42	0.00	330,949.58	39.93
GRANT AND CONTRIBUTION R									
482.00	GRANT REVENUE	258,656	258,656	0	0.00	0.00	0.00	258,656.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.59	CALHOUN COUNTY-FIRE	240,577	240,577	0	0.00	61,830.05	0.00	178,746.95	25.70
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	16,250.00	0.00	48,750.00	25.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
	TOTAL GRANT AND CONTRIBUTION R	572,033	572,033	0	0.00	78,080.05	0.00	493,952.95	13.65
INTERGOVERNMENTAL REVENUE									
492.01	XFER IN- 504 PORT COMM	51,181	51,181	0	4,265.08	21,325.40	0.00	29,855.60	41.67
492.02	XFER IN- 501 UTILITY F	1,135	1,135	0	94.58	472.90	0.00	662.10	41.67
492.04	XFER IN- 503 BEACH FUN	6,157	6,157	0	513.08	2,565.40	0.00	3,591.60	41.67
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARF FUND	531,846	531,846	0	0.00	0.00	0.00	531,846.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	285,464	285,464	0	23,788.67	118,943.35	0.00	166,520.65	41.67
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	875,783	875,783	0	28,661.41	143,307.05	0.00	732,475.95	16.36

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

Section VII. Item #D.

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	11,639,342	11,639,342	0	1,586,671.08	7,072,576.42	0.00	4,566,765.58	60.76

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

501-PUBLIC UTILITY FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	7,182,792	7,182,792	0	583,176.89	2,847,994.48	0.00	4,334,797.52	39.65
FINES & FORFEITURES	240,000	240,000	0	9,001.83	50,156.45	0.00	189,843.55	20.90
OTHER REVENUE	120,000	120,000	0	2,291.02	32,959.59	0.00	87,040.41	27.47
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	7,542,792	7,542,792	0	594,469.74	2,931,110.52	0.00	4,611,681.48	38.86
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	157,108	157,108	0	5,977.52	80,615.08	0.00	76,492.92	51.31
BILLING	416,963	416,963	0	29,061.84	151,338.97	14,668.00	250,956.03	39.81
MAINTENANCE	1,347,812	1,347,812	0	83,874.01	384,215.33	574,523.82	389,072.85	71.13
WASTEWATER TREATMENT	1,007,105	1,007,105	0	38,124.22	527,381.32	378,569.48	101,154.20	89.96
NON-DEPARTMENTAL	4,136,641	4,136,641	0	152,174.24	1,878,821.99	0.00	2,257,819.01	45.42
TOTAL EXPENDITURES	7,065,629	7,065,629	0	309,211.83	3,022,372.69	967,761.30	3,075,495.01	56.47
REVENUES OVER/ (UNDER) EXPENDITURES	477,163	477,163	0	285,257.91	(91,262.17) (967,761.30)	1,536,186.47	221.94-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

501-PUBLIC UTILITY FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
431.11 WATER-METERED	2,627,012	2,627,012	0	238,210.10	1,156,011.78	0.00	1,471,000.22	44.00
431.12 WATER-BULK	0	0	0	0.00	0.00	0.00	0.00	0.00
431.13 WATER-METERED COUNTY	95,014	95,014	0	7,413.78	35,318.12	0.00	59,695.88	37.17
431.21 SEWER RESIDENTIAL	1,567,373	1,567,373	0	118,018.71	586,703.77	0.00	980,669.23	37.43
431.22 SEWER COMMERCIAL	1,079,863	1,079,863	0	72,560.13	337,789.77	0.00	742,073.23	31.28
431.23 SEWER COUNTY	67,205	67,205	0	5,407.57	25,423.05	0.00	41,781.95	37.83
431.25 SEWER-LOW PRESSURE (LP)	975	975	0	120.00	600.00	0.00	375.00	61.54
431.31 WASTE-GARBAGE COLLECTI	927,373	927,373	0	77,485.92	386,010.74	0.00	541,362.26	41.62
431.32 SPRING CLEANUP	100,000	100,000	0	1,629.58	6,749.83	0.00	93,250.17	6.75
432.05 GBRA FEES	631,277	631,277	0	51,971.10	260,532.42	0.00	370,744.58	41.27
432.11 WATER TAPS	20,000	20,000	0	1,290.00	3,070.00	0.00	16,930.00	15.35
432.21 SEWER TAPS	4,000	4,000	0	0.00	1,670.00	0.00	2,330.00	41.75
432.60 DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61 SERVICE CALL FEES	1,200	1,200	0	1,540.00	8,690.00	0.00	(7,490.00)	724.17
432.62 SERVICE TRANSFER FEES	1,000	1,000	0	0.00	130.00	0.00	870.00	13.00
432.63 SERVICE RECONNECTION F	60,000	60,000	0	7,530.00	38,980.00	0.00	21,020.00	64.97
432.64 SERVICE TEMP WATER	500	500	0	0.00	315.00	0.00	185.00	63.00
432.65 SALES TAX-GARBAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES	7,182,792	7,182,792	0	583,176.89	2,847,994.48	0.00	4,334,797.52	39.65
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	90,000	90,000	0	8,583.05	50,116.45	0.00	39,883.55	55.68
442.02 CONTRACT REVENUE	150,000	150,000	0	418.78	40.00	0.00	149,960.00	0.03
TOTAL FINES & FORFEITURES	240,000	240,000	0	9,001.83	50,156.45	0.00	189,843.55	20.90
OTHER REVENUE								
451.01 INTEREST INCOME	38,000	38,000	0	2,060.38	13,031.58	0.00	24,968.42	34.29
459.03 RETURNED CHECK FEE	1,000	1,000	0	180.00	690.00	0.00	310.00	69.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	50.00	(439.29)	0.00	35,439.29	1.26-
459.08 CCRWSS-GBRA TRANSMISSI	43,000	43,000	0	0.00	19,676.03	0.00	23,323.97	45.76
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	0.64	1.27	0.00	998.73	0.13
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	120,000	120,000	0	2,291.02	32,959.59	0.00	87,040.41	27.47
GRANT AND CONTRIBUTION R								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00 GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE								
493.01 XFER IN- VARIOUS FUNDS	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02 XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	7,542,792	7,542,792	0	594,469.74	2,931,110.52	0.00	4,611,681.48	38.86

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

Section VII. Item #D.

101-HOTEL OCCUPANCY TAX FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	576,905	576,905	0	0.00	128,506.04	0.00	448,398.96	22.28
OTHER REVENUE	14,500	14,500	0	1,379.24	7,456.84	0.00	7,043.16	51.43
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	591,405	591,405	0	1,379.24	135,962.88	0.00	455,442.12	22.99
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	638,804	638,804	0	33,562.02	231,625.07	0.00	407,178.93	36.26
TOTAL EXPENDITURES	638,804	638,804	0	33,562.02	231,625.07	0.00	407,178.93	36.26
REVENUES OVER/ (UNDER) EXPENDITURES	(47,399)	(47,399)	0	(32,182.78)	(95,662.19)	0.00	48,263.19	201.82

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

503-BEACH OPERATING FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	230,000	230,000	0	13,338.75	63,099.93	0.00	166,900.07	27.43
OTHER REVENUE	4,500	4,500	0	2,428.49	15,958.71	0.00	(11,458.71)	354.64
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	234,500	234,500	0	15,767.24	79,058.64	0.00	155,441.36	33.71
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	210,294	210,294	0	7,713.48	53,054.39	0.00	157,239.61	25.23
TOTAL EXPENDITURES	210,294	210,294	0	7,713.48	53,054.39	0.00	157,239.61	25.23
REVENUES OVER/ (UNDER) EXPENDITURES	24,206	24,206	0	8,053.76	26,004.25	0.00	(1,798.25)	107.43

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 29TH, 2024

504-PORT & HARBORS FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	672,689	672,689	0	56,417.67	319,226.77	0.00	353,462.23	47.46
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	1,335.39	10,799.74	0.00	24,800.26	30.34
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00	0.00
INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL REVENUES	1,921,004	1,921,004	0	57,753.06	330,026.51	0.00	1,590,977.49	17.18
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	0.00	501.76	0.00	920.24	35.29
CITY HARBOR	7,000	7,000	0	0.00	2,583.94	0.00	4,416.06	36.91
HARBOR OF REFUGE	330,000	330,000	0	5,250.00	14,250.00	19,503.57	296,246.43	10.23
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	30,000	0	0.00	0.00	0.00	30,000.00	0.00
OPERATIONS	1,804,066	1,804,066	0	22,020.70	244,148.14	0.00	1,559,917.86	13.53
NON DEPARTMENTAL	0	0	0	0.00	59.86	0.00	(59.86)	0.00
TOTAL EXPENDITURES	2,183,488	2,183,488	0	27,270.70	261,543.70	19,503.57	1,902,440.73	12.87
REVENUES OVER/ (UNDER) EXPENDITURES	(262,484)	(262,484)	0	30,482.36	68,482.81	(19,503.57)	(311,463.24)	18.66-

2,719,011.00+
 91,262.00-
 95,662.00-
 26,004.00+
 68,483.00+

001

2,626,574.00*

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca – February 2024 MARCH COUNCIL MEETING

Residential Incentives Draft

- Pending – presented to Council on January 29th

Marketing

- VEDC is currently gathering all the Demographics and the Economic Snapshot to be placed on the website (currently reflects numbers from 2016)
- VEDC is working with a third party to update the VEDC website to include a page/tab for Port Lavaca that will include economic development information specific to Port Lavaca
- VEDC staff is working with GIS Planning to have MLS data populate automatically regarding real estate listings
- VEDC continues to work with Port Lavaca to identify types of businesses the community would like to see.
- VEDC has purchased Placer a.i. software to aid in retail strategy, as discussed with Port Lavaca City Manager.

Business

- VEDC met with Chamber staff to discuss a strategy related to working with the small business community.
- VEDC will propose a date to have a meeting with the small business community to identify their needs.
- VEDC will schedule business visits to build relationships and identify issues.
- VEDC staff is still working with a local small business owner to assist in finding property to expand.

Projects

- VEDC attend an open meeting in Port Lavaca/Calhoun county hosted by the NEG (National Environmental Group).
- VEDC continues to work on projects on and around the Alcoa site that will create jobs in the area and subsequently increase the tax base (ongoing).
- VEDC had a day and a half site visit with a large prospect and their site selection team, that could possibly result in many jobs. The location, if selected, would be in Calhoun County.
- **Other**
 - VEDC continues to reach out to the has reached out to an individual interested in buying vacant property to discuss a possible Public/Private Partnership (PPP).

COMMUNICATION

SUBJECT: Ratify Prestige Oysters, Inc. Lease at City Harbor Tract 10

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE February 29, 2024

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

TENANT

Company name & address PRESTIGE OYSTERS, INC.
 P.O. BOX 8448
 Bacliff, TX 77518

Home office address same

Contact #s Blerim Halili 281-339-2111

Local responsible party _____

Contact #, email BLERIM@PRESTIGEOYSTERS

Emergency contact _____

PREMISES

TRACT #'s CITY HARBOR: TRACT 10 See Exhibit "A"

Acreage 23,000 SF (0.53 acres) +/-

TERM

Commencement Date February 29, 2024

Termination Date February 28, 2029

Monthly Rate \$1,690.50

Annual rate increase: per the Municipal Cost Index effective on
 October 1 of each year of the lease.

Option: None

TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE AND MAY BE REVISED AS NEEDED BY THE PORT COMMISSION WITH APPROVAL OF THE CITY.

THIS LEASE AGREEMENT (hereinafter referred to as “Lease”) is effective as of February 29, 2024 (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 The Federation of Southern Cooperatives (hereinafter referred to as “Tenant”).

RECITALS

WHEREAS, Tenant desires to lease a portion of land 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 tract of land located at Harbor of Refuge, City of Port Lavaca, Texas, identified as City Harbor Tract 10 consisting of 0.53 acres of land, more or less, fully described in Exhibit “A”;

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 seafood business, Texas Coastal Fisherman’s Cooperative (TCFC), including loading and unloading of seafood boats, storage of seafood, use lease as office space, meeting space and dock space for members of TCFC.

“**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 5 YEARS commencing on the twenty-ninth day of February 2024. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Article 17 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.

5.01 Land Rent. Tenant shall pay to City monthly rent of \$1,690.50 per month, beginning on March 1, 2024 with prorated payment of \$58.29 for February 29, 2024 and then \$1,690.50 on the first (1st) day of each month thereafter during the term of this Lease ending on February 28, 2029. Annually on October 1 of each year of the lease, the Land Rent will be adjusted per the Municipal Cost Index (MCI). If the MCI is zero or negative, there will be no adjustment.

Section 5.02. Cargo Dockage Charges. In addition to such Land Rent, Tenant shall pay all dockage charges for Tenant's use applicable under City's Tariffs as those charges accrue. Said charges are due on the first of each month and shall be assessed a late fee if paid after the 10th day of the month.

Section 5.03. Wharfage Rates and Changes/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, and on the 1st day of each calendar month, Tenant shall furnish to City a written report of such movements of all property, commodities and products, inclusive of descriptions of the quantities and kind, during the preceding calendar month. City and its representatives, employees, agents, and designated assigns shall have access at all reasonable times for inspection of all such equipment and instrumentation used in determining the quantities and character of such commodities and property. Tenant shall also keep and maintain records of each vehicle, rail car, barge, or vessel loaded or unloaded at the City's Facilities and shall furnish City with a written report of such monthly use on the 1st day of each succeeding calendar month.

Section 5.04. 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 5.05. 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 5.06. 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 5.07. 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 5.08. 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. City may prevent and disapprove removal if Tenant is in default under Article 16 below. 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. Route for Industrial Traffic. (NOT APPLICABLE TO CITY HARBOR) Tenant agrees that all industrial road traffic (defined as vehicles, including haul, weighing in excess of one (1) ton shall use the traffic route designated in the attached Exhibit “B”. **Failure to observe this route may result in tickets issued by Port Lavaca police department.**

Section 6.05. 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 6.06. 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 6.07. 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 6.08. 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. Fencing, Rail Service and 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 railroad services for the Leased Premises and water, both potable and non-potable, fire water, gas, electricity, telephone, 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 may, at its sole option, receive railroad services for the Leased Premises. 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:
 PRESTIGE OYSTERS, INC.
 P.O. BOX 8448
 Bacliff, TX 77518
 Attn: Blerim Halili

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 _____ and **EXECUTED** this _____ day of _____, _____.

CITY OF PORT LAVACA:

John D. Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

TENANT

PRESTIGE OYSTERS, INC.

By: _____

Name: Blerim Halili

Title: _____

COMMUNICATION

SUBJECT: Consider First and Final reading of an Ordinance No. S-1-24 authorizing the issuance of “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024”; authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the issuance of said Certificates. Presenter is Jody Weaver

INFORMATION:

ORDINANCE NO. S-1-24

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$14,000,000 “CITY OF PORT LAVACA, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024”; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

Date of Approval: March 11, 2024

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ORDINANCE NO. S-1-24

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$14,000,000 “CITY OF PORT LAVACA, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024”; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

WHEREAS, the City Council of the City of Port Lavaca, Texas (the “City”) originally determined that it should issue certificates of obligation in an amount not to exceed \$14,000,000, for the purpose of paying contractual obligations of the City to be incurred for (1) various Capital Improvement Projects: construction of streets and drainage, including utility relocation, and sidewalks and shared use paths and lighting; (2) water and sewer system improvements; and (3) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of intention to issue said certificates of obligation for such purposes has been published in the *Port Lavaca Wave*, a newspaper found and determined to be of general circulation in the City of Port Lavaca, Texas, on January 10, 2024 and on January 17, 2024, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on February 26, 2024, the City Council of the City of Port Lavaca, Texas, convened at 6:30 p.m. and postponed considering passage of an ordinance authorizing the issuance of said certificates of obligation (the “Ordinance”) until the March 11, 2024, meeting; and

WHEREAS, on March 11, 2024, the City Council of the City of Port Lavaca, Texas, convened at 6:30 p.m. and considered passage of an ordinance authorizing the issuance of said certificates of obligation; and

WHEREAS, the certificates of obligation in the principal amount of \$14,000,000 should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of certificates for the same purpose as the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued and sold at this time in the amount and manner hereinafter provided;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officials” means the Mayor, City Secretary, City Manager and/or Interim City Manager, and Finance Director of the City of any designee serving in the absence of the aforementioned officials.

“Certificate” or “Certificates” means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024,” in the aggregate principal amount of \$14,000,000, and which shall be secured by the full faith and credit of the City and as more specifically described in Article II of this Ordinance.

“City” means the City of Port Lavaca, Texas.

“City Council” means the City Council of the City.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Date of Delivery” means the date of the initial delivery of and payment for the Certificates.

“Defeasance Securities” mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (iii) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Certificates.

“Designated Payment/Transfer Office” means the office of the Paying Agent/Registrar which is designated for the presentment of the Certificates.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.04 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2025.

“Mayor” means the Mayor of the City.

“Owner” or “Registered Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially UMB Bank, N.A., Austin, Texas, or any successor thereto as provided in this Ordinance.

“Purchase Contract” means the Purchase Contract pertaining to the Certificates, by and between the City and the Underwriter, approved in Section 7.01 of this Ordinance.

“Record Date” means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

“Register” means the register specified in Section 3.06(a) of this Ordinance.

“Surplus Revenues” means those revenues of the City's Waterworks and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said Waterworks and Sewer System and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Waterworks and Sewer System.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

“Underwriter” means SAMCO Capital Markets, Inc.

“Waterworks and Sewer System” or “Utility System” means the City’s combined water and sewer utility system.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Revenue Pledge.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge, not to exceed \$1,000, of the Surplus Revenues of the City's Waterworks and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024 Interest and Sinking Fund” (the “Interest and Sinking Fund”) said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.05. Project Fund.

(a) A special fund or account, to be designated the “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024 Project Fund” (the “Project Fund”) is hereby created and shall be established and maintained by the City at the official City depository. The Project Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Project Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for (1) various Capital Improvement Projects: construction of streets and drainage, including utility relocation, and sidewalks and shared use paths and lighting; (2) water and sewer system improvements; and (3) the payment of professional services and costs of issuance related thereto (the “Projects”).

(b) Surplus Project Funds. Any moneys remaining in the Project Fund after completion of the entirety of the Projects shall be deposited in the Interest and Sinking Fund.

Section 2.06. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Project Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024” (the “Certificates”), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$14,000,000 for the purpose of paying contractual obligations to be incurred for (1) various Capital Improvement Projects: construction of streets and drainage, including utility relocation, and sidewalks and shared use paths and lighting; (2) water and sewer system improvements; and (3) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated March 1, 2024 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be March 28, 2024) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2025	\$225,000		2035	705,000	
2026	470,000		2036	735,000	
2027	490,000		2037	770,000	
2028	515,000		2038	805,000	
2029	535,000		2039	840,000	
2030	560,000		2040	880,000	
2031	590,000		2041	920,000	
2032	615,000		2042	965,000	
2033	645,000		2043	1,010,000	
2034	670,000		2044	1,055,000	

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2025, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the “Record Date”); provided, however, that in the event of nonpayment of interest

on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying

Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Date of Delivery shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Date of Delivery, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriter, or their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriter or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriter or their Representative.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will

be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their

signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

- (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom,

except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this

Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the “Representation Letter”), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the City’s Waterworks and Sewer System. The City further reserves the right to issue any additional obligations secured by the net revenues on the City’s Waterworks and Sewer System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the option to redeem Certificates maturing on and after February 15, 20__, in whole or in part, before their respective scheduled maturity dates, on February 15, 20__, or on any date thereafter (such redemption dates to be fixed by the City), at a price equal to the principal amount of the Certificates to be called for redemption plus accrued interest to the date fixed for redemption.

At least thirty (30) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

Section 4.03. Reserved.

Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have

been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the

Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints UMB Bank, N.A., Austin, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar, the form of agreement which is attached hereto as Exhibit A. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City

will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be

produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED REGISTERED

No. R-__ \$_____

United States of America
State of Texas
CITY OF PORT LAVACA, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:

March 1, 2024 _____% February 15, 20__ _____

Date of Delivery: March 28, 2024

Registered Owner: CEDE & CO.

Principal Amount: DOLLARS

THE CITY OF PORT LAVACA, TEXAS (hereinafter referred to as the “City”), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the “Register” maintained by the Paying

Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$14,000,000 (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for (1) various Capital Improvement Projects: construction of streets and drainage, including utility relocation, and sidewalks and shared use paths and lighting; (2) water and sewer system improvements; and (3) the payment of professional services and costs of issuance related thereto.

THE CERTIFICATES maturing on and after February 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

IF THIS CERTIFICATE (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited

pledge, not to exceed \$1,000, of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mayor
City of Port Lavaca, Texas

City Secretary
City of Port Lavaca, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office an Opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

UMB Bank, N.A.
Austin, Texas
as Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/
_____ /
(Please print or typewrite name and address, including zip code, of Transferee)

_____ the within Certificate and all rights
(Please insert Social Security or Taxpayer Identification Number)
thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register
the transfer of the within Certificate on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by an eligible guarantor
institution as defined by SEC Rule
15 (17 CFR 240-17Ad-15).

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this 17Ad-
Certificate in every particular, without
alteration or enlargement or any change
whatsoever.

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED
No. I-1

\$14,000,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PORT LAVACA, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Dated Date: March 1, 2024

Date of Delivery: March 28, 2024

Registered Owner: _____

Principal Amount: FOURTEEN MILLION DOLLARS

THE CITY OF PORT LAVACA, TEXAS (hereinafter referred to as the “City”), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in the years and in principal installments in accordance with the following schedule:

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS</u>	<u>INTEREST</u> <u>RATE</u>
-----------------------------------	---	--------------------------------

(Information to be inserted from schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by UMB Bank, N.A., (the “Paying Agent/Registrar”), upon presentation and surrender, at its principal offices in Austin, Texas (the “Designated Payment/Transfer Office”). Interest is payable to the Registered Owner of this Certificate whose name appears on the “Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Form of Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

Section 6.03. CUSIP Registration.

The City may secure identification numbers (“CUSIP Numbers”) and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES,
DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

The form and content of the Purchase Contract relating to the Certificates is hereby approved.

Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriter at a price of \$ _____ (representing the par amount of the Certificates of \$ _____, plus a net reoffering premium of \$ _____, and less an Underwriter’s discount of \$ _____, pursuant to the terms and provisions of the Purchase Contract of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Contract on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of SAMCO Capital Markets, Inc.

(b) Proceeds from the sale of the Certificates shall be applied as follows:

(1) \$ _____ .00 to the Project Fund consisting of \$ _____ .00 from the par amount of the Certificates and \$ _____ .00 from premium; and

(2) \$ _____ .00 from premium to pay the costs of issuance, consisting of:

\$ _____ .00 of general costs of issuance;
\$ _____ .00 of Underwriter’s Discount; and
\$ ____ .00 of Rounding Amount to the Interest and Sinking Fund.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the “Official Statement”) presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are

hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof and of any closing certificates to the Underwriter. The use and distribution of the Preliminary Official Statement by the Underwriter is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Underwriter is hereby authorized to use and distribute the Official Statement in the reoffering, sale, and delivery of the Certificates to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriter under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the “gross income” of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the

payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;
- (2) to take any action to assure that in the event the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as “private activity bonds” within the meaning of section 141(b) of the Code;
- (5) to refrain from taking any action that would result in the Certificates being

“federally guaranteed” within the meaning of section 149(b) of the Code;

- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
 - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
 - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);
- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and
- (10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a “Rebate Fund” is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificate holders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure

compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an “Event of Default,” to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or

(iii) the City declares bankruptcy.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge and Defeasance. If the City shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any,

to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA.

The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1 and 3-13 in Appendix A and in Appendix C to the Official Statement (the “Annual Financial Information”). The City shall additionally provide financial statements of the City the “Financial Statements”) that will be (1) prepared in accordance with the accounting principles described in Appendix C thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix C thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2024. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change

(and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For the purposes of the preceding clauses (15) and (16) of this Section 12.03 of this Ordinance, the term, “financial obligation” means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of a debt obligation or any such derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an “obligated person.”

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS

PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose

signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this ___ day of March, 2024.

Mayor
City of Port Lavaca, Texas

ATTEST:

City Secretary
City of Port Lavaca, Texas

[CITY SEAL]

EXHIBIT A

Form of Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

This PAYING AGENT/REGISTRAR AGREEMENT, dated as of _____, 2024 (this “Agreement”), by and between the City of Port Lavaca, Texas (the “Issuer”) and UMB Bank, N.A. (the “Bank”), a national banking association duly organized and operating under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Combination Tax and Revenue Certificates of Obligation, Series 2024 (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on March 28, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

SECTION 1.01. APPOINTMENT. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the “Ordinance” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain, for and on behalf of the Issuer, books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

SECTION 1.02. COMPENSATION. As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

SECTION 2.01. DEFINITIONS. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means, if applicable, the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Bank Office” means the corporate trust or commercial banking office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Fiscal Year” means the fiscal year of the Issuer, ending September 30.

“Holder” and **“Security Holder”** each means the Person in whose name a Security is registered in the Security Register.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Ordinance” means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a

replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

SECTION 2.02. OTHER DEFINITIONS. The terms “Bank,” “Issuer,” and “Securities” (“Security”) have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

**ARTICLE THREE
PAYING AGENT**

SECTION 3.01. DUTIES OF PAYING AGENT. (a) Principal Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) Interest Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

(c) Federal Tax Information Reporting. To the extent required by the Internal Revenue Code of 1986, as amended, and the Regulations, it shall be the duty of the Bank to report

to the owners of the Securities and the Internal Revenue Service (i) the amount of “reportable payments,” if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

SECTION 3.02. PAYMENT DATES. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE FOUR REGISTRAR

SECTION 4.01. SECURITY REGISTER – TRANSFERS AND EXCHANGES. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in the State of Texas. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

SECTION 4.02. SECURITIES. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

SECTION 4.03. FORM OF SECURITY REGISTER. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

SECTION 4.04. LIST OF SECURITY HOLDERS. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

SECTION 4.05. RETURN OF CANCELLED SECURITIES. The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

SECTION 4.07. TRANSACTION INFORMATION TO ISSUER. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or

exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

SECTION 5.01. DUTIES OF BANK. The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

Additionally, the Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner described in the closing memorandum prepared by the Issuer's financial advisor or other agent of the Issuer. The Bank may act on a facsimile or e-mail transmission of the closing memorandum by the Financial Advisor or the Issuer, as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

SECTION 5.02. RELIANCE ON DOCUMENTS, ETC. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely on and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

SECTION 5.03. RECITALS OF ISSUER. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

SECTION 5.04. MAY HOLD SECURITIES. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

SECTION 5.05. MONEY HELD BY BANK. The Bank shall deposit any moneys received from the Issuer into an account to be held in an agency capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

SECTION 5.06. INDEMNIFICATION. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

SECTION 5.07. INTERPLEADER. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction located in the State of Texas to determine the rights of any Person claiming any interest herein.

SECTION 5.08. DEPOSITORY TRUST COMPANY SERVICES. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective from time to time, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

SECTION 5.09. COMPLIANCE WITH LAWS PROHIBITING THE BOYCOTTING OF ISRAEL. The Bank represents and verifies, under Section 2271.002, Texas Government Code, that the Bank and any parent company, wholly-or majority-owned subsidiaries, and other affiliates of the Banker, if any, do not boycott Israel and will not boycott Israel through the full term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, “boycott Israel,” a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 5.10. NO TERRORIST ORGANIZATION. The Bank is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of Public Accounts under Section 2252.153 or 2270.0201, Texas Government Code, as amended and posted on any of the following pages of such officer’s Internet website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Bank and each of its parent company, wholly-

or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

SECTION 5.11. COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES. The Bank represents and verifies, under Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session (“SB 13”)), as amended, that the Bank, and the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Bank do not boycott energy companies and, such entities will not boycott energy companies through the full term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2276.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 5.12. COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION. The Bank represents and verifies, under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, (“SB 19”)), as amended, that Bank, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the Bank have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and such entities will not through the full term of this Agreement discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section.

As used in the foregoing verification and the following definitions, (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency

or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 5.13. SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding subsections shall survive termination of the Agreement until the statute of limitations has run.

**ARTICLE SIX
MISCELLANEOUS PROVISIONS**

SECTION 6.01. AMENDMENT. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

SECTION 6.02. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

SECTION 6.03. NOTICES. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

SECTION 6.04. EFFECT OF HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 6.05. SUCCESSORS AND ASSIGNS. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 6.06. SEVERABILITY. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 6.07. BENEFITS OF AGREEMENT. Nothing herein, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

SECTION 6.08. ENTIRE AGREEMENT. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

SECTION 6.09. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

SECTION 6.10. TERMINATION. This Agreement will terminate on the date of final payment of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

SECTION 6.11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PORT LAVACA, TEXAS

By: _____

Title: Mayor

Address: 202 North Virginia
Port Lavaca, TX 77979

Attest:

Title: City Secretary

UMB Bank, N.A.

By: _____

Title: _____

Address: 6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Schedule A

City of Port Lavaca, Texas

\$14,000,000 Project Deposit

\$13,040,000 Combination Tax and Revenue Certificates of Obligation, Series 2024

Pricing Date:
March 11, 2024



CITY OF PORT LAVACA
TEXAS



**Capital
Markets**

R. Dustin Traylor
Managing Director

RBC Capital Markets, LLC
303 Pearl Parkway
Suite 220
San Antonio, TX 78215

Tel: (210) 805-1117
Fax: (210) 805-1119

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IRS Circular 230 Disclosure: RBCCM and its affiliates do not provide tax advice and nothing contained herein should be construed as tax advice. Any discussion of U.S. tax matters contained herein (including any attachments) (i) was not intended or written to be used, and cannot be used, by you for the purpose of avoiding tax penalties; and (ii) was written in connection with the promotion or marketing of the matters addressed herein. Accordingly, you should seek advice based upon your particular circumstances from an independent tax advisor.



Transaction Overview

Combination Tax and Revenue Certificates of Obligation, Series 2024

Financing Overview

Issuer	City of Port Lavaca, Texas
Par Amount	\$13,040,000.00
Project Deposit	\$14,000,000.00
Issue	Combination Tax and Revenue COs, Series 2024
Pricing Date	March 11, 2024
Delivery Date	March 28, 2024
First Coupon	February 15, 2025
Type of Sale	Negotiated
Tax Status	Tax-Exempt
Optional Redemption	February 15, 2033
Ratings	S&P: "AA-"
Arbitrage Yield	3.50%
All-In-TIC:	3.88%
Financial Advisor	RBC Capital Markets
Bond Counsel	Bickerstaff Heath Delgado Acosta LLP
Underwriters' Counsel	McCall, Parkhurst & Horton L.L.P.
Underwriter	SAMCO Capital Markets
Paying Agent	UMB Bank, N.A.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

NEW ISSUE
BOOK-ENTRY-ONLY

PRELIMINARY OFFICIAL STATEMENT
Dated: March 4, 2024

Ratings:
S&P: "AA-"
(See "RATINGS" herein.)

In the opinion of Bickerstaff, Heath, Delgado, Acosta LLP, Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Certificates (defined below) is excluded from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended. For purposes of the 15% federal minimum tax that is imposed on certain corporations, interest on the Certificates will be taken into account in determining adjusted financial statement income.

\$14,000,000*
CITY OF PORT LAVACA, TEXAS
(A political subdivision of the State of Texas located in Calhoun County, Texas)
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024

Dated: March 1, 2024 (interest to accrue from the Delivery Date) Due: February 15, as show on page ii

The \$14,000,000* Combination Tax and Revenue Certificates of Obligation, Series 2024 (the "Certificates") are being issued by the City of Port Lavaca, Texas (the "City") pursuant to the Constitution and the general laws of the State of Texas, the Certificate of Obligation Act of 1971, Subchapter C, Chapter 271, Texas Local Government Code, as amended, an ordinance (the "Ordinance") to be adopted by the City Council of the City on March 11, 2024, and the City's Home Rule Charter. (See "THE CERTIFICATES - Authority for Issuance".)

The Certificates constitute direct and general obligations of the City payable primarily from the proceeds of an annual ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's waterworks and sewer system, as described in the Ordinance. (See "THE CERTIFICATES - Security and Source of Payment" and "AD VALOREM PROPERTY TAXATION" herein.)

Interest on the Certificates will accrue from the Delivery Date (defined below), and will be payable on February 15 and August 15 of each year, commencing February 15, 2025, until stated maturity or prior redemption, and will be calculated on the basis of a 360-day year of twelve 30-day months. The definitive Certificates will be issued as fully registered obligations in book-entry form only and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository. Book-entry interests in the Certificates will be made available for purchase in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of the Certificates ("Beneficial Owners") will not receive physical delivery of certificates representing their interest in the Certificates purchased. So long as DTC or its nominee is the registered owner of the Certificates, the principal of and interest on the Certificates will be payable by UMB Bank, N.A., Austin, Texas, as Paying Agent/Registrar, to Cede & Co., which will in turn remit such principal and interest to its participants, which will in turn remit such principal and interest to the Beneficial Owners of the Certificates. (See "BOOK-ENTRY-ONLY SYSTEM" herein.)

Proceeds from the sale of the Certificates will be used for the purpose of paying contractual obligations to be incurred for (i) various capital improvement projects; (ii) construction of streets and drainage, including utility relocation and sidewalks and shared use paths and lighting; (iii) water and sewer system improvements; and (iv) payment of professional services and costs of issuance related thereto.

The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, _____, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on February 15, _____ or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. (See "THE CERTIFICATES - Redemption Provisions" herein.)

SEE MATURITY SCHEDULE ON PAGE ii

The Certificates are offered for delivery when, as and if issued, and received by the underwriter named below (the "Underwriter"), and subject to the approving opinion of the Attorney General of the State of Texas and the approval of certain legal matters by Bickerstaff Heath Delgado Acosta LLP, Austin, Texas, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, McCall, Parkhurst & Horton L.L.P., San Antonio, Texas. It is expected the Certificates will be available for delivery through the services of DTC, New York, New York, on or about March 28, 2024 (the "Delivery Date").

SAMCO CAPITAL MARKETS

*Preliminary, subject to change.



Sources and Uses of Funds

Combination Tax and Revenue Certificates of Obligation, Series 2024

Sources and Uses of Funds - Series 2024	
Sources	
Principal	\$ 13,040,000.00
Net Premium	1,178,170.90
Total Sources	\$ 14,218,170.90
Uses	
Project Fund Deposit	\$ 14,000,000.00
Underwriters' Discount	87,190.07
Costs of Issuance & excess proceeds	130,980.83
Total Uses	\$ 14,218,170.90



Total City of Port Lavaca Debt Service

Combination Tax and Revenue Certificates of Obligation, Series 2024

Fiscal Year Ending	Existing Debt Service	Series 2024 COs		Total Debt Service	Total Debt Service
		Principal	Interest		
09/30/2024	\$ 968,468				\$ 968,468
09/30/2025	807,110	\$ 165,000	\$ 856,168	\$ 1,021,168	1,828,278
09/30/2026	806,013	420,000	604,400	1,024,400	1,830,413
09/30/2027	808,396	440,000	582,900	1,022,900	1,831,296
09/30/2028	804,706	460,000	560,400	1,020,400	1,825,106
09/30/2029	677,894	485,000	536,775	1,021,775	1,699,669
09/30/2030	677,950	510,000	511,900	1,021,900	1,699,850
09/30/2031	677,044	535,000	485,775	1,020,775	1,697,819
09/30/2032	675,625	565,000	458,275	1,023,275	1,698,900
09/30/2033	678,588	595,000	429,275	1,024,275	1,702,863
09/30/2034	675,463	625,000	398,775	1,023,775	1,699,238
09/30/2035	548,525	655,000	366,775	1,021,775	1,570,300
09/30/2036	545,000	690,000	333,150	1,023,150	1,568,150
09/30/2037	547,800	725,000	297,775	1,022,775	1,570,575
09/30/2038	544,900	760,000	260,650	1,020,650	1,565,550
09/30/2039	546,300	800,000	221,650	1,021,650	1,567,950
09/30/2040	546,900	840,000	180,650	1,020,650	1,567,550
09/30/2041	546,700	885,000	137,525	1,022,525	1,569,225
09/30/2042	545,700	925,000	96,900	1,021,900	1,567,600
09/30/2043	-	960,000	59,200	1,019,200	1,019,200
09/30/2044	-	1,000,000	20,000	1,020,000	1,020,000
Total	\$ 12,629,080	\$ 13,040,000	\$ 7,398,918	\$ 20,438,918	\$ 33,067,998

COMMUNICATION

SUBJECT: Consider request of the Texas Funeral Associates for use of the Bayfront Peninsula Park including the Large Pavilion for an Easter Egg Hunt event on Saturday, March 30, 2024 from 1:00 p.m. to 4:00 p.m. and also request waiver of regular fees associated with event. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MARCH 11, 2024

DATE: 03/06/2024

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

FROM: TANIA FRENCH, EVENTS COORDINATOR

SUBJECT: EASTER EGG HUNT

BACKGROUND:

Texas Funeral Associates has requested use of a portion of the grassy area of Bayfront Peninsula Park Saturday, March 30, 2024 from 1:00 p.m. to 4:00 p.m. for an Easter Egg Hunt. This event is open to the community and free of charge.

This event will not interfere with normal operation of the park and does not conflict with the YMCA egg hunt earlier in the day..

The group also requests use of the large Pavilion for a Hot-dog give-away and requests waiver of fees associated with this request.

RECOMMENDATION:

Staff recommends approving use of the park for this event.

COMMUNICATION

SUBJECT: Consider amendment to City Council approved agenda item #3 at regular scheduled meeting on February 12, 2024 regarding closure of Main Street between Virginia and Commerce streets for the Iguana Fest event, revising the beginning time of 6:00 a.m. Saturday, April 06, 2024 to beginning at 12:01 a.m. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MARCH 11, 2024

DATE: 03/06/2024

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

FROM: TANIA FRENCH, EVENTS COORDINATOR

SUBJECT: AMENDMENT TO COUNCIL APPROVAL GIVEN ON FEBRUARY 12, 2024 FOR THE 2024 IGUANA FEST EVENT BEGINNING TIME FROM 6:00 A.M. TO 12:01 A.M.

BACKGROUND:

At the February 12, 2024 meeting of the Port Lavaca City Council, council approved closure of Main Street between Virginia and Commerce streets for the Iguana Fest event.

In the agenda item that was approved, we requested closure of the road beginning at 6 a.m. Since the approval, we encountered a logistical issue with the stage arrival. The staging company has several stages in use and for Eclipse events across the state. In order to deliver and set up our stage in time, the Upstage will need to begin set-up approximately six-hours earlier.

RECOMMENDATION:

We request that the road closure time be adjusted to 12:01 a.m. April 6, 2024.

COMMUNICATION

SUBJECT: Consider recommendation of the Port Lavaca Events Committee to discontinue the annual Flip-Flop event and reallocate budgeted funds. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MARCH 11, 2024

DATE: 03/06/2024

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

FROM: TANIA FRENCH, EVENTS COORDINATOR

SUBJECT: RECOMMENDATION TO DISCONTINUE ANNUAL FLIP FLOP EVENT
AND REALLOCATE BUDGETED FUNDS

BACKGROUND:

The Port Lavaca Events committee met February 01, 2024 and unanimously agreed to recommend to council that the City of Port Lavaca discontinue the annual Flip Flop Festival and budget those Hotel/Motel Tax dollars currently allocated for Flip Flop to other events.

Members of the committee present were:

- Tania French
- Jasmine Padierna
- Christine Pena
- Desiree Spears
- Schelly Bartels

Brittany Hogan was unable to attend the meeting.

It is our belief that the funds allocated to Flip Flop would be better utilized by earmarking them to the Special Events Other fund.

Upon reviewing past years, it is evident that the event has consistently faced challenges in terms of low turnout. One of the contributing factors appears to be the unpredictable weather conditions surrounding the event dates coupled with lack of available hotel rooms. This has not only affected the overall success of our participation but has also raised concerns about the efficient use of our resources.

After careful deliberation, we propose redirecting the funds allocated for this event to initiatives with more predictable outcomes and greater impact that better aligns with our commitment to responsible resource management.

COMMUNICATION

SUBJECT: Receive certification of City Secretary that the candidates for the Council Member At-Large Mayor Position and the Single District #2 position, in the May 04, 2024 General Officers Election, are unopposed. Presenter is Mandy Grant

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: March 11, 2024

DATE: 03/04-24

TO: Jody Weaver, Interim City Manager
cc: Honorable Mayor and City Council Members

FROM: Mandy Grant, City Secretary

SUBJECT: Certification by City Secretary that some Candidates for the City of Port Lavaca General Officers Election held on the uniform date of May 04, 2024 are Unopposed

BACKGROUND:

Candidates for the City of Port Lavaca General Officers Election held on the uniform date of May 04, 2024 are Unopposed to-wit:

- One Mayor, At-Large Position, for a term of two (2) years; and
- One Council Member, Single District Two (2), for a term of 3 years; and

In order to cancel an election, the governing body **must first receive and accept** the certification that candidates in an election are unopposed and that no other issues or propositions are being presented at the election for consideration. The certification must come from the authority responsible for preparing the ballot and in a city election, that authority is the City Secretary.

After Council receives and formally accepts the certification, it must adopt an Order cancelling the election. The order must be adopted in an open session. Copies of the order must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

Certificates of Election should be prepared for each unopposed candidate, however, the certificates should not be issued until on or after Election Day. Candidates must wait until on or after Election Day to take the Oath of Office. Statement of Elected Officer may be signed prior to Election Day but is normally executed at the same time the Oath is administered.

RECOMMENDATION:

Accept letter of certification by the City Secretary.

ATTACHMENTS:

Letter of certification by the City Secretary.

**CERTIFICATION OF UNOPPOSED CANDIDATES
THE CITY OF PORT LAVACA, TEXAS
(CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN
LA CIUDAD DE PORT LAVACA, TEXAS)**


To: Mayor and Members of the City Council
City of Port Lavaca, Texas
*(Para: Alcalde y miembros del Consejo
de la ciudad de Port Lavaca, Tejas)*

I, Mandy Grant, certify that I am the City Secretary of the City of Port Lavaca, Texas and the authority responsible for preparing the ballot for the May 04, 2024 general city election.
(Yo, Mandy Grant, certifica que soy la secretaria de la ciudad de Port Lavaca, Texas y la autoridad responsable de preparar la balota para la elección general de la ciudad del 4 de Mayo de 2024).

I further certify that no proposition is to appear on the ballot for the May 04, 2024 election, no person has made a declaration of write-in candidacy, and the following candidates are unopposed:
(Certifico más lejos que no hay asunto aparecer en la balota para la elección del 4 de Mayo de 2024, ninguna persona he hecho un declaración de candidatura inscrita, y los candidatos siguientes son sin oposición):

OFFICE (CARGO)	CANDIDATE (CANDIDATO)
Council Member, Mayor <i>(Miembro de Consejo, Alcalde)</i>	Jack Whitlow
Council Member, District #2 <i>(Miembro de Consejo, Distrito #2)</i>	Tim Dent

DATED this the 4th day of March, 2024 *(FECHÓ esto el 4 día de Marzo de 2024)*


Mandy Grant, City Secretary
(Mandy Grant, Secretaria de la ciudad)
City of Port Lavaca, Texas *(Ciudad de Port Lavaca, Texas)*

[SE] [SELLO]

NOTE: Copies Posted at Following Locations:
(NOTA): (Copias fijadas en las localizaciones siguientes):

- | | | |
|---------------------------------|---------------------|--------------------|
| City of Port Lavaca City Hall | 202 N. Virginia St. | Port Lavaca, Texas |
| Calhoun County Courthouse Lobby | 211 S. Ann Street | Port Lavaca, Texas |
| Calhoun County Clerk's Office | 211 S. Ann Street | Port Lavaca, Texas |

COMMUNICATION

SUBJECT: Consider adopting an order canceling part of the May 04, 2024 General Officers Election, specifically the Council Member At-Large Mayor Position and the Single District #2 position; and declaring unopposed candidates, Jack Whitlow and Tim Dent, duly elected as Council Members. Presenter is Mandy Grant

INFORMATION:

CC MEETING: March 11, 2024

DATE: 03/04/24

TO: Jody Weaver, Interim City Manager
cc: Honorable Mayor And City Council Members

FROM: Mandy Grant, City Secretary

SUBJECT: Consider adopting an order cancelling part of the May 04, 2024 General Officers Election, specifically the Council Member At-Large Mayor's position and the Single District #2 position and declaring the unopposed candidates duly elected

BACKGROUND:

In order to cancel an election, the governing body must first receive and accept the certification that candidates in an election are unopposed and that no other issues or propositions are being presented at the election for consideration. The certification must come from the authority responsible for preparing the ballot and in a city election, that authority is the City Secretary.

After Council receives and formally accepts the certification, it must adopt an Order cancelling the election. The order must be adopted in an open session. Copies of the order must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

Certificates of Election should be prepared for each unopposed candidate; however, the certificates should not be issued until on or after Election Day as candidates must wait until that time to take the Oath of Office. Statement of Elected Officer may be signed prior to Election Day, but is normally executed at the same time the Oath is administered.

FINANCIAL IMPLICATIONS:

Cancellation of any part of the election will save on the expense of ordering ballots for those positions that are unopposed.

IMPACT ON COMMUNITY SUSTAINABILITY:

An election of officers ensures the well-being of the community and its citizens by their governing representatives.

RECOMMENDATION:

Approve and adopt order of cancellation.

ATTACHMENTS:

Order of Cancellation.

**ORDER OF CANCELLATION
(ORDEN DE CANCELACIÓN)**

The City Council of the City of Port Lavaca, Texas hereby cancels the election scheduled to be held on May 04, 2024 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby declared elected:

(El Concejo Municipal de la Ciudad de Port Lavaca, Texas, cancela la elección programada para el 04 de mayo de 2024 de acuerdo con la Sección 2.053 (a) del Código Electoral de Texas. Los siguientes candidatos han sido certificados como no oponibles y por la presente se declaran electos):

CANDIDATE (CANDIDATO)	OFFICE (OFICINA)	TERM (TÉRMINO)
Jack Whitlow	Council Member, Mayor <i>(Miembro de consejo, Alcalde)</i>	2 years <i>2 años</i>
Tim Dent	Council Member, District #2 <i>(Miembro de consejo, distrito #2)</i>	3 years <i>3 años</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

(Una copia de esta orden será fijada el día de elección en cada lugar de la interrogación que habría sido utilizado en la elección).

DATED this the 11th day of March, 2024 (FECHÓ esto el 11 día de Marzo de 2024)

Jack Whitlow,
Mayor, City of Port Lavaca, Texas
(Alcalde, Ciudad de Port Lavaca, Tejas)

SEAL (SELLO)

ATTEST: (ATESTIGÜE):

Mandy Grant,
City Secretary
(Secretaria de la ciudad)

COMMUNICATION

SUBJECT: Consider Resolution No. R-031124-1E of the City of Port Lavaca to appoint Election Judges for the City's General Officers Election held on the uniform date of May 04, 2024. Presenter is Mandy Grant

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: MARCH 11, 2024

DATE: 03/04/24

TO: Jody Weaver, Interim City Manager
cc: Honorable Mayor And City Council Members

FROM: Mandy Grant, City Secretary

SUBJECT: Resolution No. R-031124-1E, Appointing Election Judges for the May 04, 2024 City Officers General Election

BACKGROUND:

The City of Port Lavaca has chosen to have their General Officer’s Elections on the first Saturday in May of each year; therefore, Saturday, May 04, 2024, is the uniform date scheduled for the City of Port Lavaca General Officer’s election.

In accordance with the Texas Election Code, a presiding judge and an alternate presiding judge must be appointed for each election precinct [EC §32.001(a)]. The role of the alternate judge is to serve as presiding judge for an election if the presiding judge cannot serve [EC §32.001(b)]. In an election conducted by the presiding judge, the alternate judge serves as one of the clerks [EC §32.032].

The Early Voting Ballot Board (EVBB) shall also have a presiding judge and an alternate presiding judge.

FINANCIAL IMPLICATIONS:

There are sufficient funds in this fiscal year budgeted for expenses incurred.

IMPACT ON COMMUNITY SUSTAINABILITY:

Elections determine the leadership of our City.

RECOMMENDATION:

Staff recommends approval of Resolution No. R-031124-1E.

ATTACHMENTS:

Resolution No. R-031124-1E.

RESOLUTION #R-031124-1E

RESOLUTION TO APPOINT ELECTION OFFICERS; DESIGNATE EARLY VOTING BALLOT BOARD; SPECIFY COMPENSATION RATE OF ELECTION OFFICERS; ROLE OF CITY SECRETARY AND/OR ASSISTANT CITY SECRETARY; SPECIFY UNIFORM DATE OF MAY 04, 2024 TO HOLD GENERAL OFFICERS ELECTION IN THE CITY OF PORT LAVACA, TEXAS;

WHEREAS, in accordance with the City Charter of the City of Port Lavaca, the Texas Election Code and other applicable state and federal laws, the City Council of the City of Port Lavaca, Texas hereby has the authority to appoint the Election Officers for city elections.

WHEREAS, in addition, that the general officers’ election has been ordered for Saturday, May 04, 2024 by Resolution #R-010824-1E adopted on January 08, 2024.

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

SECTION 1. THAT, in accordance with the Texas Election Code, a presiding judge and an alternate presiding judge must be appointed for each election precinct [EC §32.001(a)]. The role of the alternate judge is to serve as presiding judge for an election if the presiding judge cannot serve [EC §32.001(b)]. In an election conducted by the presiding judge, the alternate judge serves as one of the election clerks [EC §32.032].

SECTION 2. THAT, such election shall be conducted by the City of Port Lavaca, with Early Voting Days, Extended Hours for Early Voting day on a Saturday and the main Election Day voting to be at the following polling places designated for each City election district and the following citizens, registered to vote in the city, are hereby appointed Election Officers to conduct said election:

- | | |
|---------------------|---|
| All Polling Places: | City of Port Lavaca
City Hall - Main Lobby
202 N. Virginia Street
Port Lavaca, Texas 77979 |
| Augustin Rojas, Jr. | Presiding Judge |
| Janie Delgado | Alternate Judge |
| Michael Moehler | Presiding Judge for the Early Voting Ballot Board
and the Central Counting Station |
| Mary Lou Tharling | Alternate Judge for the Early Voting Ballot Board
and the Central Counting Station |

SECTION 3 THAT, the Office of the City Secretary of the City of Port Lavaca shall consist of the City Secretary and/or the Assistant City Secretary and shall perform all duties necessary to conduct the general officers’ election.

SECTION 4. THAT, the Office of the City Secretary is hereby authorized and directed to provide a copy of the RESOLUTION to the judges as written notice of their appointment as required the Texas Election Code [EC §32.009].

If either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties, the Office of the City Secretary is authorized to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified Election Clerks, as needed.

SECTION 5. THAT, the Presiding Judge shall have the authority to appoint two (2) clerks to assist in the holding of such election. Said election officers shall also serve as the Early Voting Ballot Board (EVBB) for such election. The Central Counting Station will be in the City Hall Conference Room.

SECTION 6. THAT, the Election Judge(s) shall be compensated at an hourly rate of \$12.00; early voting clerks and election clerks shall be compensated at an hourly rate of \$11.00 as provided by the State Election Code [EC §32.091(a)].

SECTION 7. THAT, the City Secretary is hereby appointed the Elections Clerk for early voting; and the Assistant City Secretary is hereby appointed the Deputy Election Clerk for early voting in accordance with Section 83.001 *et seq.* of the Texas Election Code. The place for early voting days and election day is hereby designated as the City of Port Lavaca, City Hall - Main Lobby, 202 N. Virginia Street, Port Lavaca, Texas.

SECTION 8. THAT, the Mayor is authorized to sign Writ of Election to the Presiding Judge.

SECTION 9. THAT, this resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 11th day March, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-031124-2 of the City of Port Lavaca declaring April as 2024 Fair Housing Month. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-031124-2

A RESOLUTION OF THE CITY OF PORT LAVACA, CALHOUN COUNTY, TEXAS, PROCLAIMING THE MONTH OF APRIL 2024 AS FAIR HOUSING MONTH.

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

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

THAT, WE, do proclaim April as Fair Housing Month in City of Port Lavaca and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

PASSED AND APPROVED on this 11th day of March 2024.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor

COMMUNICATION

SUBJECT: Consider Resolution No. R-031124-3 of the City of Port Lavaca appointing a Chief Appraiser to Calculate Taxes for the 2024 tax year. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-031124-3

WHEREAS, the City of Port Lavaca has a tax assessor-collector who assesses and collects taxes for the City of Port Lavaca through an agreement dated November 9, 2015;

AND WHEREAS, according to Section 26.04(c) of the Texas Property Tax Code, it is required to have a certified tax assessor-collector to calculate the tax rates for the City of Port Lavaca;

AND WHEREAS, it is time to have such no-new-revenue tax rate and voter-approval tax rate calculated;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Port Lavaca to appoint the Chief Appraiser of the Calhoun County Appraisal District or his/her designee, being duly registered and qualified to perform such calculations for the City of Port Lavaca for the 2024 tax roll.

DULY ENACTED by unanimous vote by the City Council at its regular meeting held on the 11th day of March, 2024, as same appears in its official minutes.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Resolution No. R-031124-4 of the City of Port Lavaca Suspending the April 4, 2024 effective date of AEP Texas Inc.'s requested rate change to permit the City time to study the request and to establish reasonable rates; Approving cooperation with the cities served by AEP Texas and authorizing intervention in AEP Texas Inc.'s requested rate change proceedings before the Commission; Hiring Lloyd Gosselink Attorneys and Consulting Services to negotiate with the company and direct any necessary litigation and appeals; Requiring reimbursement of Cities' rate case expenses; Finding that the meeting at which this Resolution is passed is open to the public as required by law; Requiring Notice of this Resolution to the Company and Legal Counsel. Presenter is Jody Weaver

INFORMATION:

MODEL STAFF REPORT

ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE BEFORE APRIL 4, 2024

PURPOSE:

AEP Texas Inc (“AEP Texas” or “Company”) filed an application on February 29, 2024 with cities retaining original jurisdiction seeking to increase system-wide distribution rates by \$110.4 million per year (an increase of 13.1%) and increase system-wide transmission rates by \$63.1 million (an increase of 9.29%). According to AEP Texas, the impact of this approval on an average residential customer would be an increase of about \$4.59 per month.

The resolution suspends the April 4, 2024 effective date of the Company’s rate change for the maximum period permitted by law to allow the City, working in conjunction with other Cities served by AEP Texas to intervene in the Public Utility Commission Docket No. 56165 to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, AEP Texas’s rate request is deemed approved.**

Purpose of this Resolution:

The purpose of this Resolution is to suspend the Statement of Intent to Change Rates proposed by AEP Texas and authorize the City to intervene in the Company’s rate case proceeding before the Public Utility Commission in Docket No. 56165.

Explanation of “Be It Resolved” Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on AEP Texas’ request to change rates by July 3, 2024.

Section 2. This provision authorizes the City to participate in a coalition of Cities served by AEP Texas (“Cities”) in order to more efficiently represent the interests of the City and their citizens and authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable

rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. This section authorizes the City to intervene in and participate with Cities Served by AEP Texas as a party in the Company's filing, PUC Docket No. 56165.

Section 4. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP Texas for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both AEP Texas' counsel and counsel for the Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RESOLUTION NO. R-031124-4

RESOLUTION OF THE CITY OF PORT LAVACA SUSPENDING THE April 4, 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

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

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

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

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

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

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company’s filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas’ consideration of AEP Texas’ rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas’ service territory.

SECTION 4. That the City’s reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 11th day of March, 2024.

Mayor Jack Whitlow

ATTEST:

City Secretary Mandy Grant

APPROVED AS TO FORM:

City Attorney Anne Marie Odefey

COMMUNICATION

SUBJECT: Consider Resolution No. R-031124-5 of the City of Port Lavaca to establish a new bank account at First National Bank (FNB) entitled “Park Donations” for the purpose of receiving donations that will be used specifically for Parks Improvements and Recreation.
Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-031124-5**POLICY REGARDING ESTABLISHMENT OF AND USE OF FUNDS IN
THE PARKS DONATIONS FUND**

The goal for establishing The Parks Donation Fund is to provide local citizens and visitors, who especially enjoy our City Parks and have a desire to see new amenities and other improvements added to the parks, a way to contribute financially to a fund with exclusive use to provide improvements to our City Parks.

A Parks Donation Bank Account shall be established to collect donations using convenient online methods such as Venmo, CashApp, ApplePay and PayPal.

It shall be the policy of the City that 100% of the deposits into the Parks Donation Bank Account will be used to fund a Special Revenue Fund entitled "Parks Donation Fund".

DEFINITIONS

Designated Public Parks: Those parks as listed in Chapter 32 – Parks and Recreation, Article III – Park Designations, Section 44 of the City of Port Lavaca Code of Ordinances

Maintenance: General and specific repairs of park facilities, cleaning services, mowing, watering and upkeep of landscaping and grounds, upkeep of utilities such as plumbing, electrical, wiring, etc., graffiti removal, ensuring proper bins, collection schedules and general cleanliness, regular inspections, and correction/repairs of safety hazards;

USE OF FUNDS

It will be the general policy of the City that the Parks Donation Fund shall be used for the following eligible expenses:

- Capital Improvement projects within any of the City of Port Lavaca designated Public Parks
- Purchase and installation of the following amenities within any of the City of Port Lavaca designated Public Parks:
 - New trees, Landscaping and irrigation
 - New picnic tables, benches, shade structures, and specialty park amenities
 - Educational and wayfinding signage
 - Seasonal decorations
- Recreational programs to be sponsored by the City of Port Lavaca and held within a designated Public Park
- Special Park Events to be sponsored by the City of Port Lavaca and held within a designated Public Park

It will be the general policy of the City that the Parks Donation Fund shall not be used for any of the following expenses:

- Repairs or Maintenance activities of any kind
- Salaries & Benefits
- Normal Operating expenses
- Utilities
- Advertising or promotion activities

PASSED AND APPROVED on this 11th day of March 2024.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor

COMMUNICATION

SUBJECT: Consider request of The Harbor Children’s Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of “Celebrate the Child Picnic” on Saturday, April 06, 2024 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from rear of the Library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann. Presenter is Colin Rangnow

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant

From: Chief Colin Rangnow

Date: February 21, 2024

Subject: Agenda Item: Street Closure Celebrate the Child (HARBOR Children's Alliance and Victim Center)

The Port Lavaca Police Department on behalf of the HARBOR Children's Alliance and Victim Center requests approval from City Council of the City of Port Lavaca to temporary close the 200 blk of W Railroad from 100 N Ann St to 100 N Benavides and from the HARBOR Advocacy Property line, 200 N Benavides to the intersection of 100 N Benavides and 200 W Railroad, for the annual Celebrate the Child Picnic to be held at the HARBOR Children's Alliance and Victim Center located at 215 W Railroad, on Saturday, April 6, 2024 from 10 am to 2 pm. The road closure would start an hour before the event (9 am) and would open shortly after the event concludes.

A handwritten signature in black ink, appearing to be "C. Rangnow", written over a horizontal line.

Chief Colin Rangnow
Port Lavaca Police Department



The Harbor Children's Alliance & Victim Center

The month of April has been designated Child Abuse Awareness and Prevention Month in the United States. The goal is to raise public awareness about child abuse and neglect and to educate communities and individuals on how to help keep our children safe. In observance of Child Abuse Awareness & Prevention Month, The Harbor Children's Alliance & Victim Center will be hosting our Annual Celebrate The Child Picnic on Saturday, April 6, 2024 at The Harbor, 215 W. Railroad Street from 10 am to 2 pm. This is an event that has been designed to bring awareness to ending child abuse and neglect, but also to celebrate the children and remind them of how special they are.

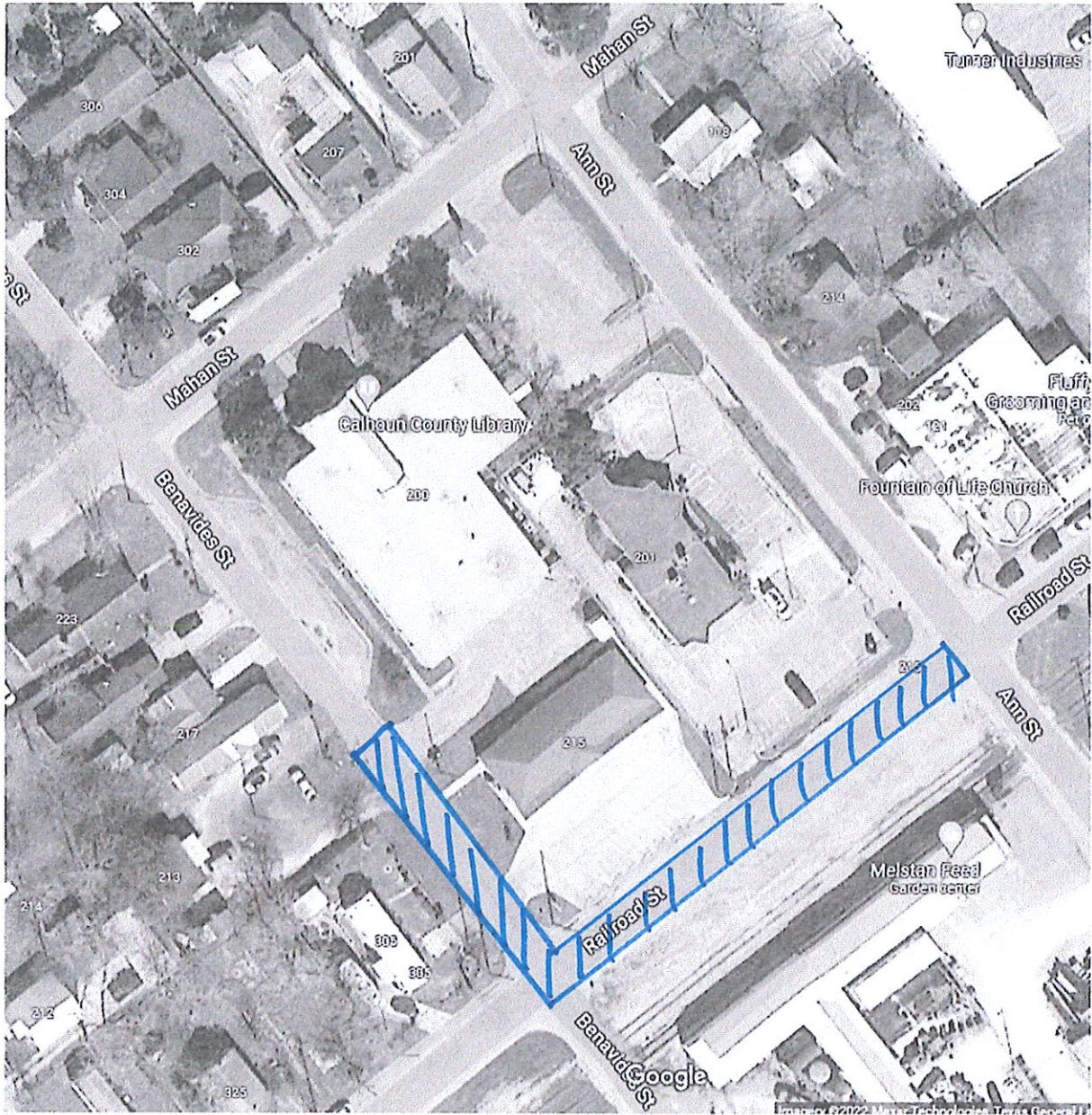
Since April is designated as Child Abuse Awareness and Prevention Month, we will begin the event by reading a proclamation and blowing bubbles in honor of the 92 children that were interviewed at our center last year. Local agencies such as The Port Lavaca Police Department, Port Lavaca Fire Department, EMS, Calhoun County Sheriff's Office, and DPS will attend and have tables set up to give parents information on keeping their children safe and it allows the children to interact with them to know that they are "trusted adults" that can help them if they find themselves in a dangerous situation. We will also have other social service organizations on site to let parents know about the resources that are available here in town as well as food and games.

Last year, we held the picnic at our center, located at 215 W. Railroad street in conjunction with the Calhoun County Library. Our area is not a high traffic area, but we are asking the City of Port Lavaca to please allow us to close the intersections so that we can take advantage of the space we have and still keep our children safe from harm. I have attached a map with what streets we would need closed. We will begin setting up here at The Harbor at 8 am so am asking for the streets to be closed from 9 am to 2 pm. Thank you for your time and consideration.

Marcy Walter

215 W. Railroad • Port Lavaca, Texas 77979
 Bus. Office 361/552-1982 • Fax 361/552-4309 • Hotline 361/552-4357







**THE HARBOR
CHILDREN'S ALLIANCE & VICTIM CENTER
&**

THE CALHOUN COUNTY LIBRARY

PRESENTS:

Fun

"CELEBRATE THE CHILD" PICNIC

&

EASTER EGG HUNT

Games

Food

**In observance of
Child Abuse Awareness**

&

Prevention Month

10:00AM-Proclamation Signing & Bubble Blowing Ceremony

**SATURDAY, APRIL 6, 2024
10:00AM-2:00PM**

**WHERE:
215 W. RAILROAD ST.
&
200 W. MAHAN ST.**



**Come Meet Cat in
the Hat and get a
book signed**



First 100 kids get a free shirt

COMMUNICATION

SUBJECT: Consider a new revised Interlocal Cooperation Contract (ICC) between the City of Port Lavaca Municipal Court and the Texas Department of Public Safety (DPS) for participating in the Failure to Appear (FTA) Program, due to changes occurring in the 88th Legislative Session. Presenter is Mandy Grant

INFORMATION:



TEXAS DEPARTMENT OF PUBLIC SAFETY

Section VIII. Item #13.

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

CITY OF PORT LAVACA; MUNICIPAL COURT
202 N VIRGINIA ST
PORT LAVACA, TX 77979

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

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

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

<p>Court*</p> <hr/> <p>Authorized Signatory</p> <hr/> <p>Title</p> <hr/> <p>Date</p>	<p>Department of Public Safety</p> <hr/> <p>Driver License Division Chief or Designee</p> <hr/> <p>Date</p>
--	--

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

COMMUNICATION

SUBJECT: Consider request from the Fire Department to declare City property as Surplus (the old Cascade Compressed Air System) and authorize donation of same to Texas A&M Forest Service Helping Hands Program, who in turn will donate it to the Port O'Connor Beach Volunteer Fire Department. Presenter is Joe Reyes

INFORMATION:



HELPING HANDS PROGRAM
DONATION FORM

Donor: Port Lavaca Fire Department Manager/Chief: Chief Reyes
Address: 1501 W. Austin Contact Person: Chief Reyes
Port Lavaca, Texas 77979 Telephone: 361-552-3241
Email: jreyes@portlavaca.org

I do not wish to designate a recipient. [] I wish to designate a recipient. [X]

Table with 4 columns: Item/Description, Quantity, Estimated Value, Designated Recipient (And Quantity to Receive). Row 1: Bauer Air Compressor, 1, \$ 500.00, Port O' Conner VFD.

May we list you as one of our program donors? Yes [X] No []

Donor Signature: [Signature] Date: _____

TFS Signature: _____ Date: _____

Submit via Mail or Fax:
Texas A&M Forest Service
Capacity Building Department
P.O. Box 310
Lufkin, Texas 75902-0310
Fax: (936) 639-8138

For more information:
Call: (936) 639-8100
Email: helpinghands@tfs.tamu.edu

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board for approval of a request from John and Lori Leal of 108 Evening Point, Lot 357, ID 90097, Redfish Retreat Subdivision, for a variance to City Code of Ordinance Chapter 12 Building and Building Regulation, Article II Building Trade Codes, Section 12-24 Building Setbacks Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: March 11, 2024 AGENDA ITEM _____

DATE: 02/29/24

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DEVELOPMENT SERVICES

SUBJECT: The Planning Boards makes a recommendation for the approval of a Variance to the ordinance Sec. 12-24. - Building Setbacks for property ID 90097 located in the Redfish Retreat Subdivision, LOT 357.

The applicant is requesting a variance to the platted 50 FT front setback. See applicant's request for variance application.

The plat denotes the following:

<https://lf.calhouncotx.org:83/WebLink/DocView.aspx?id=44378&dbid=0&repo=lfwcalhounc>

All lots shall have:

- 50' BUILDING LINE SET BACK ALONG THE FRONT LOT LINE
- 20' DRAINAGE EASEMENT/UTILITY EASEMENT ALL ROADWAYS FOR DRAINAGE, WATER & SEWER
- 10' UTILITY EASEMENT BEHIND/ADJACENT TO THE ABOVE 20' DRAINAGE EASEMENT/UTILITY EASEMENT FOR ELECTRICAL

PLANNING BOARD RECOMMENDATION: Planning Board made a motion to agree to what the HOA of the subdivision allows with a minimum of a 35 ft setback.

Sec. 12-24. - Building setbacks

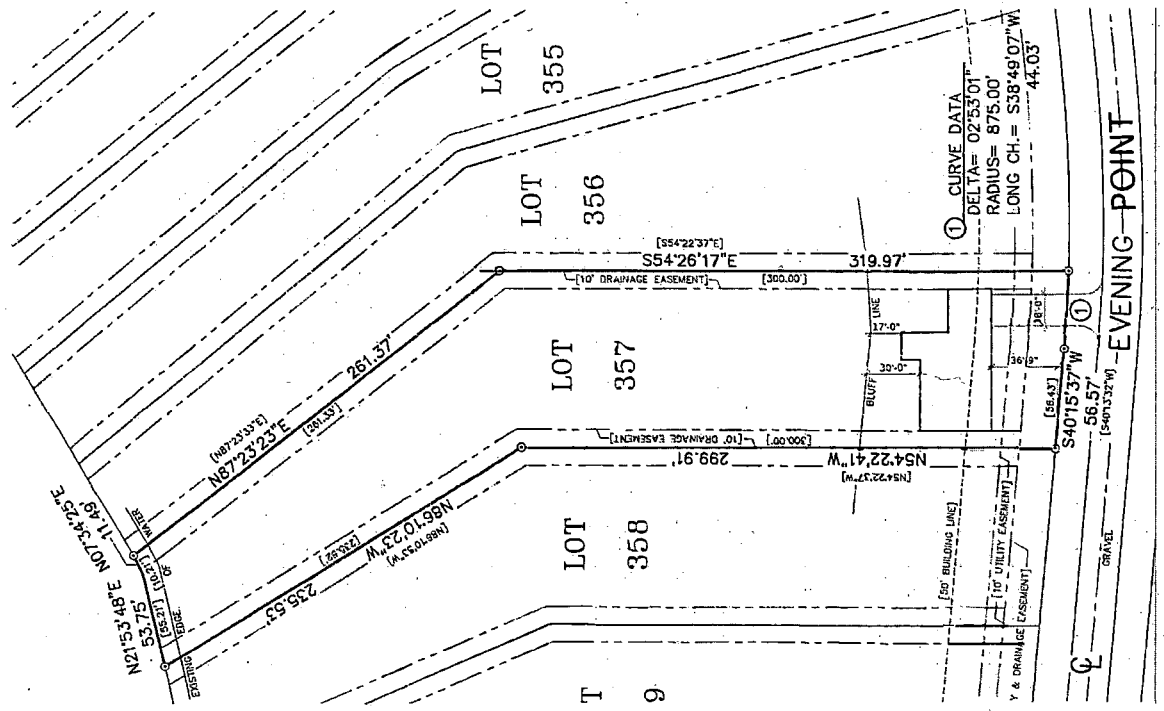
(a) *Definitions.* For the purpose of this article, the term "building setback lines" means to the distance that buildings or structures must be from the property line.



Attachments:


- Request for Variance
- Applicant letter

108 EVENING POINT
 REDFISH RETREAT SUBD.
 PHASE 3, LOT 257
 PROPERTY ID 00597



GENERAL NOTES

No.	REVISION/ISSUE	DATE

ORIENTATION  STAMP

ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER AND THE RIGHTS TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS BEFORE CONSTRUCTION. HOME AND TO REMAIN IN ACCORDANCE WITH THE DESIGNER.

VEF ENGINEERING
 537 Elmhurst Drive
 Port Lavaca, TX 77979
 (361) 920-6240
 TX Firm No. 17596

PROJECT NAME:
Leal House
 108 Evening Point
 Port Lavaca, TX

CLIENT:
John and Lori Leal

DRAWING:
SITE PLAN

SCALE: 1" = 30' DATE: AUG. 2003

DRAWN BY: vef	SHEET: 2
CHECKED BY: vef	
APPROVED BY: vef	

City of Port Lavaca Request for Variance

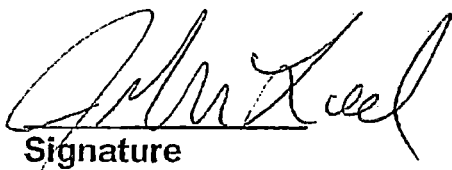
Date: 2/9/2024

Name: John & Lori Leal

Address: 108 Evening Point Lot 357

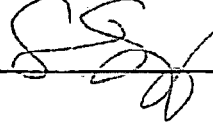
Variance being requested: 25 feet in front of lot

Reason for request: Please see attached


Signature


Phone number

Date of Planning Board: 2/27

Received by:  2.12.24

Reason for the variance request: Hardship Variance of 25 feet

We are the first that will be building a home on Evening Point in Red Fish Retreat. We have tried to follow the developers' rules on the specifics of dimensions of our future home. We have had to amend our original house plans in order to allow our future home to fit within the width measurements. However, the depth of the proposed measurements (50 feet) will not allow us to fit our home with the amended plans due to the buff line in the back. We are asking for 25 feet, that will be in the "front", facing the road in order for us to accommodate our house plans. After researching the other lots within Red Fish Retreat, it seems that this added variance will only affect those that plan to build on Evening Point. We do hope you consider our request and appreciate your time in this matter.

Lori & John Leal

COMMUNICATION

SUBJECT: Consider recommendation of Planning Board for approval of a tire and automotive shop to be located on the corner of Independence Dr. and Half League Rd. Property ID 65209 located in the Laurel Acres subdivision. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: March 11, 2024 **AGENDA ITEM** _____

DATE: 02/29/2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DEVELOPMENT SERVICES

SUBJECT: At the recommendation of the Planning Board, consider and discuss approval for a conceptual tire and automotive shop to be located on the corner of Independence Dr. and Half League Rd. Property ID 65209 located in the Laurel Acres subdivision.

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

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

The applicant is proposing a new tire and automotive shop to be located in the Laurel Acres subdivision. The applicant currently owns and operates multiple service centers in the city of Victoria, Crossroads Tire & Automotive Service.

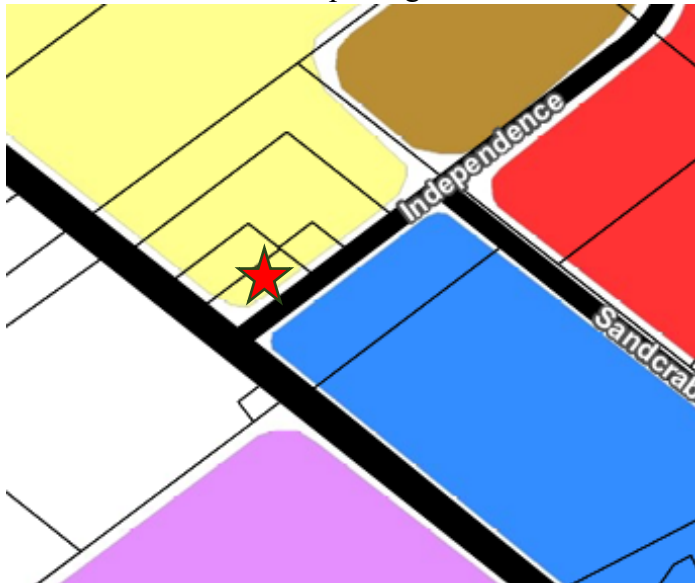
The applicant has provided the layout and site plan from a Victoria location for concept review. Tires will be confined and a trailer will pick up weekly or bi-weekly as needed. Oil containment will be plastic polyurethane tanks.

The applicant stated they are purchasing Bruce's Auto Shop located on the corner on Austin and Seadrift and this property is for future growth of their company in the next two or three years.

Future land Use Map

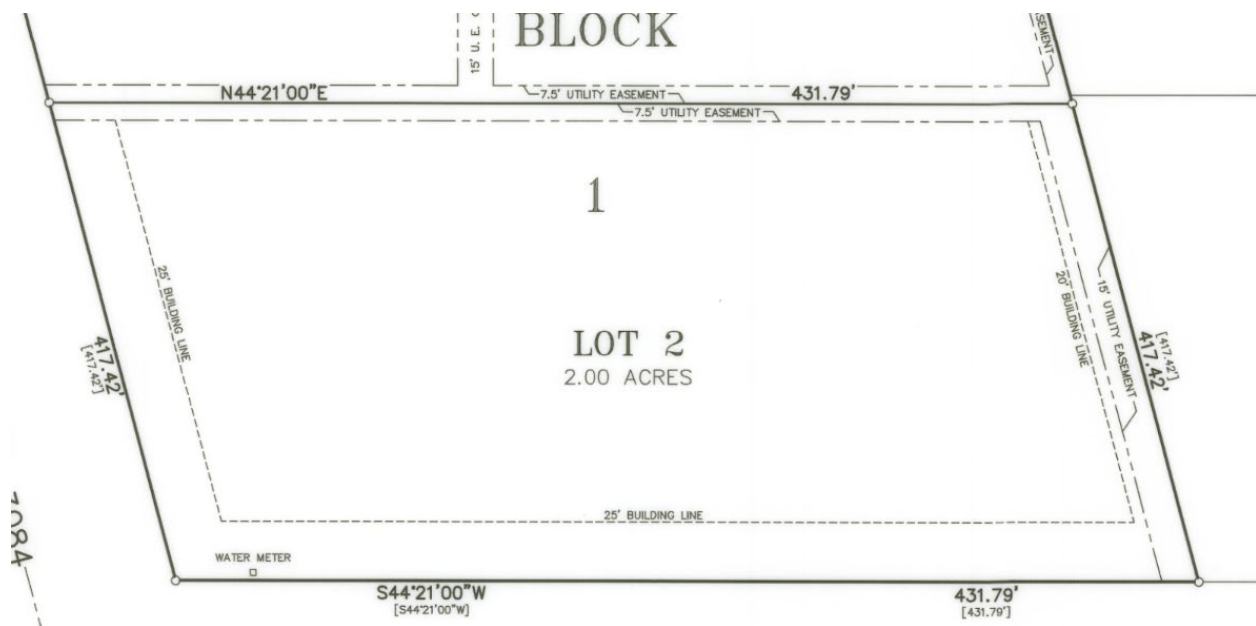
<https://portlavaca.org/wp-content/uploads/2020/10/Future-Land-Use-Plan.pdf>

The Future Land Use Map designates this area as low density residential.



Lot 2 of the Laurel Acres Subdivision

<https://lf.calhouncotx.org:83/WebLink/DocView.aspx?id=43761&dbid=0&repo=lfwcalhounc>



Department Comments:

Engineering:

- Waiving the sidewalk requirement until Independence if further developed.
- Convert the 25ft building line to a drainage easement possibly pushing the building line to 30FT

Public Works:

CITY OF PORT LAVACA

- The property has water.
- No sewer, grinder station needed.
- Oil containment- secondary containment is to be 2/3 volume of the tank.

Fire:

- If the square footage remains the same as footage of the plans provided during pre-development, no sprinkler system is needed for the S1 occupancy.
- There will need to be a barrier between the shop and the business area.

Development Services:

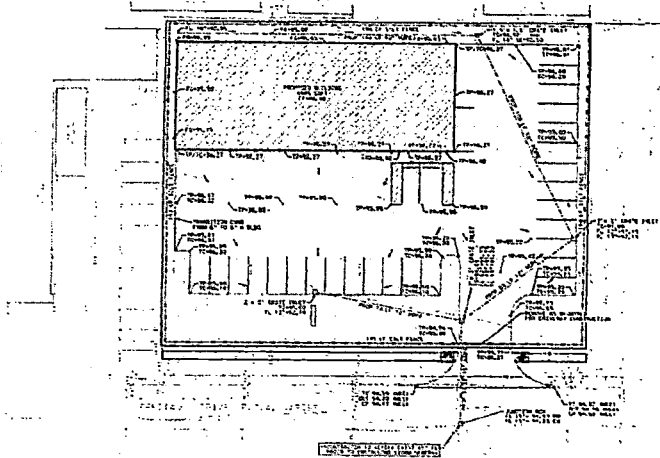
- Property will need to be provided a new situs address.

Staff Recommendation: APPROVAL of the proposed tire and automotive service center to be located the corner of Independence Dr. and Half League Rd. Property ID 65209 located in the Laurel Acres subdivision.

Planning Board Recommendation: APPROVAL

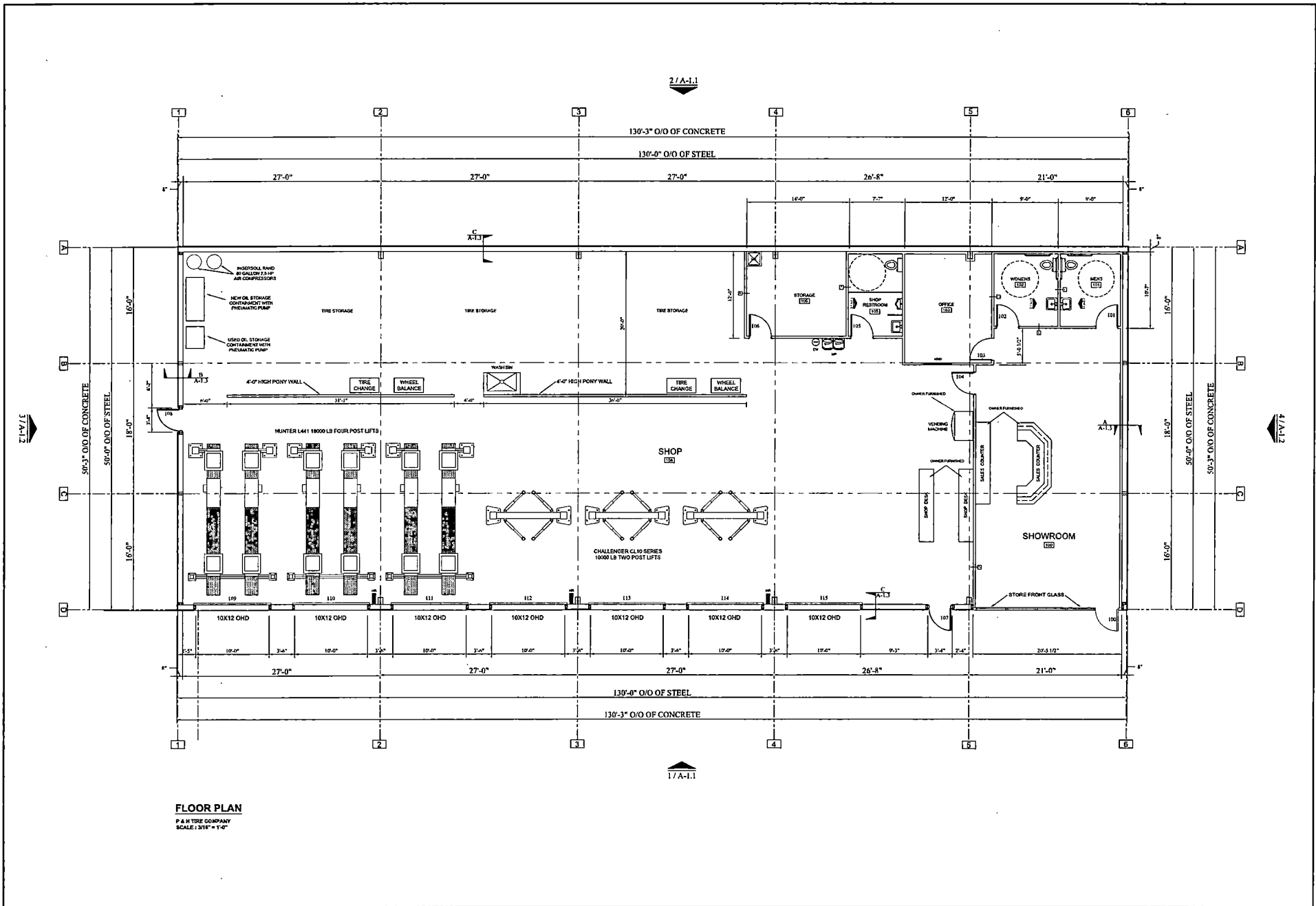
Attachments:

- CAD PIN #65209
- Laurel Acres Subdivision Plat
- Conceptual site plan
- Conceptual building plan
- Conceptual floor plan



Civil Corp
ENGINEERS & SURVEYORS
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1000 WEST 10TH AVENUE, SUITE 1000, DENVER, COLORADO 80202
TEL: 303.733.1111 FAX: 303.733.1112

10110 PLAN
P&A 7/25
MAY 10, 2004 TEXAS 77001



FLOOR PLAN
 P & H TIRE COMPANY
 SCALE: 3/16" = 1'-0"

REVISIONS

DESIGN-BUILD CONTRACTOR
LAUGER
 10000 W. STATE ST. SUITE 100
 DALLAS, TEXAS 75243
 (214) 343-1111
 FAX (214) 343-1112

CLIENT
 P & H TIRE COMPANY
 4101 N. NAVARRO
 VICTORIA, TX 77901

P & H TIRE COMPANY NEW FACILITY
 VICTORIA, TEXAS

DATE: 8/11/11
SCALE: 3/16" = 1'-0"
DRAWING NO: 116
PROJECT NO: 146816
DATE: 8/11/11
BY: LAUGER

PAGE TITLE
 FLOOR PLAN

SHEET
A-1.0

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:•
For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow • To 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: [Interim City Manager]). Presenter is Mayor Whitlow

INFORMATION:

COMMUNICATION

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

INFORMATION:

