



CITY COUNCIL REGULAR MEETING

Monday, November 10, 2025 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, November 10, 2025 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the items listed.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/88488849513?pwd=wxTf5gFb3V39H5xZnaJPqIRAIvXaO.1>

Meeting ID: 884 8884 9513

Passcode: 295707

One tap mobile

+13462487799,,88488849513#,,,,*295707# US (Houston)

Dial by your location

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

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

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

- [A.](#) Minutes of October 13, 2025 Regular Meeting
- [B.](#) Minutes of October 27, 2025 Joint Workshop (City Council and Planning Board)
- [C.](#) Review of Credit Card Statement
- [D.](#) Receive Monthly Financial Highlight Report
- [E.](#) Receive Employee Training Review Acknowledgment report ending 10.31.2025
- [F.](#) Receive Office of Court Administrators (OCA) Monthly report ending 10.31.2025
- [G.](#) Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- [H.](#) Receive Quarterly Report from the Public Works Department
- [I.](#) Ratify Lease agreement with Encore Dredging Partners, LLC (Tract 11 at Refuge Harbor)
- [J.](#) Ratify Lease Agreement with Poor Boy Bait Shop at Smith Harbor

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

- [1.](#) Conduct Public Hearing on creating Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas. Presenter is David Pettit
- [2.](#) Consider Second and Final reading of an Ordinance (S-6-25) of the City of Port Lavaca designating a geographic area within the City and within the City's extraterritorial jurisdiction a Reinvestment Zone for Tax Increment Financing purposes (Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas); describing the boundaries of the zone; creating the zone pursuant to Chapter 311 of the Texas Tax Code; establishing a Board of Directors for the zone; providing a termination date for the zone; providing that the zone take effect immediately upon passage of the ordinance; and providing for severability. Presenter is Jody Weaver
- [3.](#) Consider Second and Final reading of an Ordinance (G-14-25) regarding the City of Port Lavaca's Texas Municipal Retirement System Benefits adopting: (1) A change in the City's Matching Ratio; (2) Annually accruing updated Service Credits and transfer updated Service

Credits; and (3) Annually accruing annuity increases, also referred to as Cost of Living Adjustments (COLAS) for retirees and their beneficiaries. Presenter is Brittney Hogan

4. Consider Second and Final reading of an Ordinance (G-15-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 20, Environmental and Health, Article V. - Junk Vehicles, Abandoned Motor Vehicles, Junked Boats, Junked Trailers, Junked Towable Recreational Vehicles, Sec. 20-97 - Unlawful to Maintain a Nuisance; Exceptions; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
5. Consider Second and Final reading of an Ordinance (G-16-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 34, Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units Street Vendors; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date Presenter is Derrick Smith
6. Consider First reading of an Ordinance (G-17-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 36, Signs, Sec. 36-7 Temporary Signs; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
7. Consider First reading of an Ordinance (G-18-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 20, Environmental and Health, Article XII – Litter; Sec. 20-512, Littering, Dumping Prohibited; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
8. Consider First reading of an Ordinance (G-19-25) of the City of Port Lavaca; amending Code of Ordinances, Appendix A, Fees, Rates and Charges; Chapter 32 Parks and Recreation, Sec 32-71(e) Lighthouse Beach and RV Park; Chapter 54, Waterways; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver
9. Consider First reading of an Ordinance (S-7-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-4-25 for 2025-2026 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Brittney Hogan
10. Consider request from the Fire Department to declare a 2018 Ford 350 Dually pickup truck, mileage 41,073, vin 1FT8W3CT2JEB73922 and authorize disposition of same . Presenter is Joe Reyes
11. Consider recommendation of the Planning Board to approve the conceptual plan for Property ID#66260, being part of Lot 1R, BLK 1 of the Port Lavaca Auto Group Subdivision, in A0035 Maximo Sanchez League, for use as a 9.9 MW battery energy storage facility. Presenter is Derrick Smith
12. Consider recommendation of the Planning Board to approve the conceptual plan for Property ID #37357, being 69.52 acres in A0035 Maximo Sanchez League, part of Tracts 21, 49, 57 and 58, to be developed as a storage and handling facility for liquid and bulk fertilizer. Presenter is Derrick Smith

- 13. Consider recommendation of the Planning Board regarding a variance request of the free-standing sign height and effective area requirements in the sign ordinance for the new Speedy Stop located at 1019 Hwy 35. Presenter is Derrick Smith
- 14. Consider recommendation of the Planning Board regarding a concept plan for the development of an auto maintenance and tire shop on Lot 4 of Mimi's Subdivision on Independence Drive. Presenter is Derrick Smith
- 15. Announcement by Mayor that City Council will retire into closed session:

 - For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
 - To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow
- 16. 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 foregoing notice of a Regular Meeting of the City Council of the City of Port Lavaca, Texas, to be held **Monday, November 10, 2025 beginning at 6:30 p.m.**, was posted at City Hall, easily accessible to the Public, as of **5:00 p.m., Tuesday, November 04, 2025.**

Mandy Grant, *City Secretary*

ADA NOTICE

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

COMMUNICATION

SUBJECT: Minutes of October 13, 2025 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, October 13, 2025 at 6:30 PM

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

MINUTES

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

On this the 13th day of October 2025, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

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

And with the following absent: None

Public Hearing was opened at 6:32 p.m. on First reading of an Ordinance (S-6-25) of the City of Port Lavaca designating a geographic area within the City and within the City’s extraterritorial jurisdiction a Reinvestment Zone for Tax Increment Financing purposes (Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas). Public Hearing was closed at 6:50 p.m.

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 6:50 p.m. and presided.

III. INVOCATION

- Councilwoman Rose Bland-Stewart gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S)

- Proclamations by the Mayor
 - October is Fire Prevention Month – October 05 thru October 11, 2025
“Charge into Fire Safety – Lithium-Ion Batteries in your Home”

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:
 - Felicia Harral, 114 N. Harbor Drive, Work being performed on Storm Drain on Harbor Drive, requests being placed on the agenda and requested a Dog Park.

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

- A. Minutes of September 08, 2025 Regular Meeting**
- B. Minutes of September 22, 2025 Special Meeting and Workshop Session**
- C. Review of Credit Card Statement**
- D. Receive Monthly Financial Highlight Report**
- E. Receive Employee Training Review Acknowledgment report**
- F. Receive Office of Court Administrators (OCA) Monthly report ending 09.30.2025**
- G. Receive Victoria Economic Development Corporation (VEDC) Monthly Report**
- H. Ratify 2025-2026 FY Budget Ordinance #S-4-25 (adopted 09-22-2025 at Special meeting)**
- I. Ratify 2025 Tax Ordinance #S-5-25 (adopted 09-22-2025 at Special meeting)**
- J. Receive Financial Investment Report from July 01, 2025 to September 30, 2025**
- K. Consider Engagement Letter from Pattillo, Brown & Hill, L.L.P. for Auditing Services of City’s Financials for Fiscal Year ending September 30, 2025**
- L. Ratify parade permit for the OLG Catholic Church’s “Marian Rosary” procession parade on Sunday, October 12, 2025**
- M. Receive Quarterly CIP Progress Report 07.01.2025 thru 09.30.2025**

Motion made by Councilman District 3 Tippit

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

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

Seconded by Councilman District 6 Burke

Voting Yea:

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

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

- 1. **Consider request of Our Lady of the Gulf Catholic Church (OLGULF) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 02, 2025 from 9:00 a.m. to 2:00 p.m. Presenter is Anne Marie Odefey**

City Attorney Odefey advised Council that Our Lady of the Gulf Catholic Church (OLGULF) Altar Society was requesting closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 02, 2025 from 9:00 a.m. to 2:00 p.m.

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 request of Our Lady of the Gulf Catholic Church (OLGULF) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 02, 2025 from 9:00 a.m. to 2:00 p.m.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

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

- 2. **Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for their annual “Christ the King Eucharistic Procession Parade” on Sunday, November 23, 2025 beginning at 5:00 p.m. and also request waiver of any fees associated with the event. Presenter is Colin Rangnow**

Police Chief Rangnow advised Council that Our Lady of the Gulf Catholic Church has requested a parade permit and traffic control assistance for their annual “Christ the King Eucharistic Procession Parade” on Sunday, November 23, 2025 beginning at 5:00 p.m. and also request waiver of any fees associated with the event.

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 request of Our Lady of the Gulf Catholic Church for traffic control and waiver of fees for their annual “Eucharistic Procession Parade” on Sunday, November 23, 2025 beginning at 5:00 p.m.

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

- 3. **Consider request of the Chamber of Commerce for parade permit, traffic control assistance and closing off several streets, for the Annual “Lighted Christmas Parade” on Friday, December 05, 2025, beginning at 6:30 p.m. and also request waiver of any fees associated with the event. Presenter is Tania French**

Tania French, Events Coordinator was absent and Interim City Manager Weaver presented item.

Interim City Manager Weaver advised Council that the Port Lavaca Chamber of Commerce is requesting several city streets be closed on Friday, December 05, 2025, for the annual "Lighted Christmas Parade," beginning at 6:30. The parade begins at Sandcrab Stadium, travels down Sam Faubian Street, proceeds right onto Virginia Street, down to Main Street, turns left onto Main Street, proceeds down to Commerce Street, then crosses Commerce Street to the Bayfront Peninsula, where it ends.

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

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves request of the Chamber of Commerce for parade permit, traffic control assistance and closing off several streets, for the Annual “Lighted Christmas Parade” on Friday, December 05, 2025, beginning at 6:30 p.m. and also waives regular fees associated with event.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

- 4. **Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the Recreation and Parks Board has two terms set to expire in October 2025. The current members, Olga Szela and Mac Sistrunk, have both submitted letters of interest for reappointment to the board. Furthermore, a citizen named Socorro Cantu has expressed interest in a separate vacancy and has also submitted a letter of interest to serve on the Recreation and Parks Board.

All three candidates are long-term residents and would prove to be significant assets to the board. It should be noted that there are no established term limits, and each full term is designated for a duration of two years

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby reappoints Mac Sistrunk and Olga Szela to the Recreation and Parks Board to fill a vacancy and begin a new two-year term.

BE IT FURTHER RESOLVED, THAT Council hereby appoints Socorro Cantu to the Recreation and Parks Board to fill a vacancy and begin a new two-year term

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

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

Development Services Director Smith advised Council that Ms. Mary Belle Meitzen submitted a request on September 30, 2025 for Ms. Bridgette Williams to be appointed to the Building and Standards Commission to fill a vacancy and begin a new two-year term. I did have a phone conversation with Ms. Williams, and she was very interested in serving.

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 appoints Bridgette Williams to the Building and Standards Commission to fill a vacancy and begin a new two-year term.

Seconded by Councilman District 6 Burke

Voting Yea:

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

6. **Ratify authorizing Mayor to sign participation agreements as they are presented on National Opioid Settlement. Presenter is Anne Marie Odefey**

City Attorney Odefey advised Council that this is a request to ratify authorizing Mayor to sign participation agreements as they are presented on National Opioid Settlement.

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 City Attorney, Council hereby approves request to Ratify authorizing Mayor to sign participation agreements as they are presented on National Opioid Settlement.

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

7. **Consider proposed changes to the City’s Purchasing Policy and Procedures. Presenter is Brittney Hogan**

Finance Director Hogan advised Council that the Purchasing Policy and Procedures was last approved in July 2022. This years legislative changes included Senate Bill 1173 which provided a change on the sealed bid limit from \$50,000 to \$100,000 effective September 1, 2025. This will not change the requirement on the number of bids the City is required to receive but rather removes the requirement for formally advertising. She said accepting the changes will provide guidance for future city purchases which will safeguard the usage of taxpayer funds.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves proposed changes to the City’s Purchasing Policy and Procedures for the 2025-2026 fiscal year.

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

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

- 8. **Consider Second and Final reading of an Ordinance (G-12-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 48, Traffic and Vehicles, addition of new Article VI, Golf Carts and Off-highway Vehicles; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Council passed the first reading of Ordinance G-12-25 on September 08, 2025 with the stipulation for consideration of language in connection with safety issues around Lighthouse Beach Road, for the second and final reading. That language has now been added.

Motion made by Councilman District 6 Burke

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

THAT, in accordance with the recommendation of staff, Council hereby approves Second and Final reading of an Ordinance (G-12-25) of the City of Port Lavaca; amending Chapter 48, Traffic and Vehicles, addition of new Article VI, Golf Carts and Off-highway Vehicles, Section 48-231.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

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

Voting Nay:

Councilman District 1 Aguirre

- 9. **Consider Second and Final reading of an Ordinance (G-13-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 12, Buildings and Building Regulations, Article II, Building Trade Codes, Section 12-21, Same-Additions, Deletions and Changes, (21) the National Electrical Code to allow aluminum conductors on the load side of the power company; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves Second and Final reading of an Ordinance (G-13-25) of the City of Port Lavaca; amending Chapter 12, Buildings and Building Regulations, Article II, Building Trade Codes, Section 12-21, Same-Additions, Deletions and Changes, (21) the National Electrical Code to allow aluminum conductors on the load side of the power company.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

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

Voting Nay:

Councilman District 1 Aguirre, Councilman District 3 Tippit

- 10. **Consider First reading of an Ordinance (S-6-25) of the City of Port Lavaca designating a geographic area within the City and within the City’s extraterritorial jurisdiction a Reinvestment Zone for Tax Increment Financing purposes (Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas); describing the boundaries of the zone; creating the zone pursuant to Chapter 311 of the Texas Tax Code; establishing a Board of Directors for the zone; providing a termination date for the zone; providing that the zone take effect immediately upon passage of the ordinance; and providing for severability. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves First reading of an Ordinance (S-6-25) of the City of Port Lavaca designating a geographic area within the City and within the City’s extraterritorial jurisdiction a Reinvestment Zone for Tax Increment Financing purposes (Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas); describing the boundaries of the zone; creating the zone pursuant to Chapter 311 of the Texas Tax Code; establishing a Board of Directors for the zone; providing a termination date for the zone; providing that the zone take effect immediately upon passage of the ordinance; and providing for severability.

Seconded by Councilman District 6 Burke

Voting Yea:

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

- 11. **Consider First reading of an Ordinance (G-14-25) regarding the City of Port Lavaca’s Texas Municipal Retirement System Benefits adopting: (1) A change in the City’s Matching Ratio; (2) Annually accruing updated Service Credits and transfer updated Service Credits; and (3) Annually accruing annuity increases, also referred to as Cost of Living Adjustments (COLAS) for retirees and their beneficiaries. Presenter is Brittney Hogan**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves First reading of an Ordinance (G-14-25) regarding the City of Port Lavaca’s Texas Municipal Retirement System Benefits adopting: (1) A change in the City’s Matching Ratio; (2) Annually accruing updated Service Credits and transfer updated Service Credits; and (3) Annually accruing annuity increases, also referred to as Cost of Living Adjustments (COLAS) for retirees and their beneficiaries.

Seconded by Councilman District 6 Burke

Voting Yea:

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

- 12. **Consider First reading of an Ordinance (G-15-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 20, Environmental and Health, Article V. - Junk Vehicles, Abandoned Motor Vehicles, Junked Boats, Junked Trailers, Junked Towable Recreational Vehicles, Sec. 20-97 - Unlawful to Maintain a Nuisance; Exceptions; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date . Presenter is Derrick Smith**

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves First reading of an Ordinance (G-15-25) of the City of Port Lavaca amending Code of Ordinances, Chapter 20, Environmental and Health, Article V. - Junk Vehicles, Abandoned Motor Vehicles, Junked Boats, Junked Trailers, Junked Towable Recreational Vehicles, Sec. 20-97 - Unlawful to Maintain a Nuisance; Exceptions.

Seconded by Councilman District 1 Aguirre

Voting Yea:

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

Voting Nay:
Councilman District 2 Dent

- 13. **Consider First reading of an Ordinance (G-16-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 34, Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units Street Vendors; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves First reading of an Ordinance (G-16-25) of the City of Port Lavaca amending Code of Ordinances, Chapter 34, Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units Street Vendors.

Seconded by Councilwoman District 5 Bland-Stewart

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

Voting Nay:
Councilman District 2 Dent

- 14. **Consider First reading of an Ordinance (G-17-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 36, Signs, Sec. 36-7 Temporary Signs; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Mayor announced this item would be passed to a Workshop scheduled for Monday, October 27, 2025.

No action necessary and none taken.

- 15. **Consider awarding one or more contracts for Maintenance Mowing of various areas in the City of Port Lavaca for 2025-2026 Fiscal Year. Presenter is Derrick Smith**

Development Services Director Smtih advised Council that staff recently advertised for bids in the Port Lavaca Wave for Maintenance Mowing of Various Areas for Fiscal Year 2025-2026. In addition to the Wave advertisement, emails were sent to known mowing contractors in the area.

Bids were opened on September 02. 2025 and Staff recommends that more than one contract be awarded.

- 1) P & W Tree Trimming be awarded State Highway 35 median areas noted on the bid form addendum as "A" in the amount of \$28,500.00; Item H for \$8,600.00; Item I for \$3,800.00 and Item M for \$150.00 as needed.
- 2) READ Lawn Care be awarded Items C, D, F and J for a total of \$5,100.00.
- 3) TRAC Contractors, LLC be awarded Item G at \$12,000.00 and Items L for \$300.00 and Item O for \$100.00.
- 4) Marvelous Gardens be awarded Item N for \$125.00 as needed.
- 5) P&W Tree Trimming and Marvelous Gardens submitted the same bid for Items B at \$4,000.00, E at \$4,500.00 and K at \$1,800.00.

The contract will be split between the Street Department (\$38,100.00) and Parks Department (\$30,200.00) as shown on the bid tabulation form. The total of the contract is \$68,300.00 and is available using budgeted contracted services in Streets and Parks.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves awarding one or more contracts for Maintenance Mowing of various areas in the City of Port Lavaca for 2025-2026 Fiscal Year, as presented per bid tabulation on file in the office of the City Secretary, as follows:

	Map	Vendor	Amount	Quantity
State Hwy 35 Median Area:	A	P & W Tree Trimming	\$ 28,500.00	
	B	Marvelous Gardens	\$ 4,000.00	
	C	Read Lawn Care	\$ 1,300.00	
	D	Read Lawn Care	\$ 1,300.00	
	E	Marvelous Gardens	\$ 4,500.00	
	F	Read Lawn Care	\$ 1,300.00	
	G	Trac Contractors, LLC	\$ 12,000.00	
	H	P & W Tree Trimming	\$ 8,600.00	
	I	P & W Tree Trimming	\$ 3,800.00	
	J	Read Lawn Care	\$ 1,200.00	
	K	Marvelous Gardens	\$ 1,800.00	
		TOTAL	<u>\$ 68,300.00</u>	

The following vendors and amounts in these map areas will be invoiced separately:

L	Trac Contractors, LLC	\$ 300.00	As Needed
M	P & W Tree Trimming	\$ 150.00	As Needed
N	Marvelous Gardens	\$ 125.00	As Needed
O	Trac Contractors, LLC	<u>\$ 100.00</u>	As Needed

BE IT FURTHER RESOLVED, THAT if a selected vendor does not accept terms, then it will go to the next low bidder.

Seconded by Councilman District 6 Burke

Voting Yea:

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

16. **Consider recommendation of the Planning Board for a variance to the Building and Building Regulations Ordinance, CH 12, Article II, Building Trade Codes, Sec. 12-24 Building Setbacks, for property ID #18409, Block 8, Lot 1, Brookhollow Estates Subdivision, 101 La Salle Blvd. Presenter is Derrick Smith**

Development Services Director Smith advised Council that in accordance with Sec. 12-24 (d) (10), the rear setbacks line for Brookhollow Estates is 5 ft from the property line. However, in 12-24 (d) (2) it requires that the minimum rear setback lines shall be 5 ft from the edge of a utility easement. The utility easement edge is 7.5 ft from the property line. Mr. Lanny Marshall, the construction Contractor is proposing that the addition be constructed on the utility easement edge. The property is owned by Alfred L. Sandoval.

The 5 ft setback from a utility easement is a crucial buffer between the foundation of the structure and underground utilities. This helps to prevent the foundation of a structure from failing. Pictured below is typical excavation knowledge.

Staff Recommendation: DENIAL. If approved the structural integrity of the structure could be compromised by any future utility improvements. Furthermore, the property does not have a unique or unusual hardship that denies the property owner the same rights as surrounding properties.

Planning Board Recommendation: APPROVAL with four conditions:

- 1) One foot setback;
- 2) No overhang of the roof assembly;
- 3) Engineered foundation with piers; and
- 4) A letter holding the city harmless of any damages that may occur to the foundation while working on utilities in the easement.

Motion made by Councilwoman District 5 Bland-Stewart

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

THAT, in accordance with the recommendation of the Planning Board, Council hereby approves a variance to the Building and Building Regulations Ordinance, CH 12, Article II, Building Trade Codes, Sec. 12-24 Building Setbacks, for property ID #18409, Block 8, Lot 1, Brookhollow Estates Subdivision, 101 La Salle Blvd, with the following four (4) conditions:

- 1) One foot setback;
- 2) No overhang of the roof assembly;
- 3) Engineered foundation with piers; and
- 4) A letter holding the city harmless of any damages that may occur to the foundation while working on utilities in the easement.

BE IT FURTHER RESOLVED, THAT the variance will be filed in the deeds records at the Calhoun County Clerks office and the property owner will pay City Attorney fees.

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

17. Consider recommendation of the Planning Board for a conceptual plan, for a Restaurant, Scully’s Grill & Bar, for the property described as A0012 Alejandro Esparza, Tract Pt 1, Wilson, Noble & Boyde Subdivision, 6.567 Acres, 1406 Broadway Street. Presenter is Derrick Smith

Development Services Director Smtih advised Council that this proposal outlines the plan to develop a new, family-owned, full-service restaurant on the bay in Port Lavaca, Texas. The project will be the new Scully’s Grill & Bar and is envisioned as a 6,000-square-foot coastal dining destination, offering both indoor and outdoor deck seating with accommodations for approximately 175-180 guests.

The property is described as A0012 Alejandro Esparza, Tract Pt 1, Wilson, Noble & Boyde Subdivision, 6.567 Acres, 1406 Broadway Street, Property ID #29901.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of the Planning Board and staff, Council hereby approves a conceptual plan, for a Restaurant, Scully’s Grill & Bar, for the property described as A0012 Alejandro Esparza, Tract Pt 1, Wilson, Noble & Boyde Subdivision, 6.567 Acres, 1406 Broadway Street, Property ID #29901.

Seconded by Councilman District 6 Burke

Voting Yea:

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

18. **Consider professional services agreement with Mott McDonald for Engineering Services of General Land Office (GLO) Community Development Block Grant – Mitigation Program (CDBG-MIT) Regional Mitigation Program Projects Contract No. 24-065-167-F082. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the City of Port Lavaca is a sub-recipient of the Community Development Block Grant Mitigation (CDBG-MIT) program and has been awarded funds in the amount of \$9,119,600.00. The City has recently executed the grant contract with the Texas General Land Office (GLO).

As the next step, the City must proceed with the approval of the Professional Engineering Services Contract. In 2020, the City approved a resolution R-072920-2 selecting Mott Macdonald, LLC to provide Professional Engineering Services for the CDBG-MIT program. City staff have already attended the GLO Kick-Off meeting, and to remain on schedule, it is necessary to formally approve the engineering contract with Mott Macdonald, LLC.

Therefore, the staff recommends that the City Council consider approving the Professional Engineering Services Contract with Mott Macdonald, LLC for the CDBG-MIT project under GLO Contract No. 24-065-167-F082.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with the recommendation of staff, Council hereby approves the Professional Engineering Services Contract with Mott Macdonald, LLC for the Community Development Block Grant Mitigation (CDBG-MIT) project under GLO Contract No. 24-065-167-F082, in the amount of \$1,048,299.00.

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

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

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

19. **Consider approval for the City of Port Lavaca Lynn's Bayou Wastewater Improvement Project, Certificate of Construction Completion and authorize release of Retainage and Final Payment. Presenter is Wayne Shaffer**

Interim City Manager Weaver advised Council that this project has been substantially complete and in full operation since November 15, 2024. It was discovered however that that the Motor Control Center (MCC) installed was not provided with the proper enclosure to meet the specified safety requirements.

A new MCC with the correct specifications was ordered but had a long lead time. There was another inspection performed on August 28, 2025 following the installation of the proper MCC enclosure.

The following documents were presented to Council:

- Final Pay Request No. 10 in the amount of \$188,470.60 due;
- Affidavit of Bills Paid;
- Waiver and Lien Release upon Final Payment;
- Certificate of Construction Completion;
- Letter of Substantial Completion for the City of Port Lavaca Lynn's Bayou Wastewater Plant Improvement Project following installation of the proper MCC enclosure; and
- Substantial Completion Inspection Report dated August 28, 2024 following installation of the proper MCC enclosure.

JTR Constructors, Inc. has completed the punch list items of the August 28, 2025 inspection.

Recommendation:

Council to authorize the Certificate of Construction Completion (COCC) and approve the release of retainage and payment of the final invoice, to JTR Constructors, Inc., in the amount of \$188,470.60 and authorize the Mayor to execute all instruments necessary to affect such agreement.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves the Certificate of Construction Completion (COCC) and authorizes the release of Retainage and Final Payment for the City of Port Lavaca Lynn's Bayou Wastewater Improvement Project to JTR Constructors, Inc., in the amount of \$188,470.60, as submitted by AECOM.

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

Mayor announced Council will recess at 9:17 p.m.

Mayor announced Council was back from recess at 9:24 p.m.

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

- **To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow**
- **For consultation with City Attorney concerning contemplated or pending litigation in accordance with Title 5, CH 551, Section 551.071(1) of the Texas Government Code:**
 - **Rebecca Holland VS City of Port Lavaca
Cause Number 2025-CV-5350-DC
Calhoun County, Texas, 267th District Court**

Mayor Whitlow announced that Council would retire into closed session at 9:24 p.m.

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

Mayor Whitlow announced that Council was back in open session at 9:56 p.m.

Item #1

Closed Session on Economic Development:

Motion made by Councilman District 2 Dent

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

THAT, Council approves proceeding with 380 agreement with Economic Development prospect and authorizes City Attorney to draft agreement.

Seconded by Councilwoman District 5 Bland-Stewart

Voting Yea:

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

Voting Nay:

Councilman District 3 Tippit,

Item #2

Closed Session on Litigation:

No action necessary and none taken.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 2 Dent

Seconded 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, Councilwoman District 5 Bland-Stewart, Councilman District 6 Burke

Meeting adjourned at 9:59 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of October 27, 2025 Joint Workshop (City Council and Planning Board)

INFORMATION:



JOINT CITY COUNCIL WORKSHOP WITH PLANNING BOARD

Monday, October 27, 2025 at 5:30 PM

Nautical Landings Office Building Conference Room, located at 106 S. Commerce Street, Suite 1-B (South door entrance), Port Lavaca, Texas, Port Lavaca TX 77979

MINUTES

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

On this the 27th day of October, 2025, the City Council of the City of Port Lavaca, Texas, convened in a joint workshop session with the Planning Board at 5:30 p.m. at the Nautical Landings Office Building Conference Room, located at 106 S. Commerce Street, Suite 1-B (South door entrance), 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 |
| Justin Burke | Councilman, District 6 |
| Justin Weaver | Planning Board Chairman |
| Steve Butler | Planning Board Member |
| Melinda Cain | Planning Board Member |
| Cynthia Escalera | Planning Board Member |
| Gary Crone | Planning Board Member |

And with the following absent:

- | | |
|--------------------|------------------------|
| Rose Bland-Stewart | Councilman, District 5 |
| Betty Birdwell | Planning Board Member |
| Sheryl Cuellar | Planning Board Member |

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

WORKSHOP SESSION

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:38 p.m. and presided.
-
- Chairman Justin Weaver, also called the Planning Board to order.

III. COMMENTS FROM THE PUBLIC

(Limited to 3 minutes per individual unless permission to speak longer is received in advance).

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

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

1. **Discuss amendments to Ordinance (G-15-25) Chapter 20, Environmental and Health, Article V. - Junk Vehicles, Abandoned Motor Vehicles, Junked Boats, Junked Trailers, Junked Towable Recreational Vehicles, Sec. 20-97 - Unlawful to Maintain a Nuisance; Exceptions. Presenter is Derrick Smith**

Council discussed this agenda item.

No action necessary and none taken.

2. **Discuss amendments to Ordinance (G-16-25) Chapter 34, Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units; Article III, Mobile Food Units; and adding Sec. 34-53 Street Vendors. Presenter is Derrick Smith**

Council discussed this agenda item.

No action necessary and none taken.

3. **Discuss amendments to Ordinance (G-17-25) Chapter 36, Signs, Sec. 36-7 Temporary Signs. Presenter is Derrick Smith**

Council discussed this agenda item.

No action necessary and none taken.

4. **Review and discuss amendments to Ordinance Chapter 20, Environmental and Health, Article XII – Litter; Sec. 20-512, Littering, Dumping Prohibited. Presenter is Derrick Smith**

Council discussed this agenda item.

No action necessary and none taken.

5. **Discuss investigative report and next steps actions on the storm pipe on Harbor Drive West.**
Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

V. **ADJOURN WORKSHOP**

Mayor Whitlow announced the Workshop was adjourned.

Meeting adjourned at 7:29 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
September 8, 2025 to October 8, 2025

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$8,741.19
- Payments	\$8,741.19
- Other Credits	\$0.00
+ Purchases	\$14,950.94
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$14,950.94

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$10,913.00
 Statement Closing Date October 8, 2025
 Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$14,950.94
 Minimum Payment Due: \$448.53
Payment Due Date: November 2, 2025

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

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

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

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/15	09/15	85431898200XV5TJM	PAYMENT - THANK YOU	\$8,741.19-

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: \$14,950.94
 Minimum Payment Due: \$448.53
Payment Due Date: November 2, 2025

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	\$8,741.19-
10/01	10/02	25247808J0057X4S4	DOUBLEDAVES PIZZAWORKS VICTORIA TX ERIC SALES	\$9.73
			TOTAL XXXXXXXXXXXXX0776	\$9.73
09/09	09/10	51043237X1YDAQH2R	TEAM WENDY 2167382518 OH	\$238.32
09/23	09/24	55457028B32WTHTLT	ROCIC NASHVILLE TN	\$300.00
10/06	10/07	75456678PS66GRPBD	GT DISTRIBUTORS RETAIL PFLUGERVILLE TX KAREN NEAL	\$156.80
			TOTAL XXXXXXXXXXXXX0784	\$695.12
09/09	09/10	55500377WDRZX58HQ	TEXAS COMM FIRE PROT AUSTIN TX JUAN LUNA	\$87.17
			TOTAL XXXXXXXXXXXXX0941	\$87.17
09/29	09/30	55310208H8MA44KN1	CHIPOTLE 0408 COLLEGE STATI TX	\$20.51
09/29	10/01	55432868H62E5QKSS	THE LASALLE HOTEL F&B BRYAN TX CHECK-IN 09/29/25 FOLIO #M27415	\$52.21
09/30	10/02	85133318JLQ4PVVVD	MURPHY S LAW BRYAN TX	\$33.35
09/30	10/02	55432868J62NKAWKH	STARBUCKS STORE 77844 BRYAN TX	\$12.99
10/01	10/02	55432868K630XDV8H	TST*RX PIZZA & BAR BRYAN TX	\$42.30
10/01	10/03	55432868K632ET6HL	STARBUCKS STORE 77844 BRYAN TX	\$17.70
10/02	10/03	05436848L00QJNJ55	STARBUCKS 77844 BRYAN TX	\$10.61
10/02	10/05	55432868L63FPK1T6	THE LASALLE HOTEL F&B BRYAN TX CHECK-IN 10/02/25 FOLIO #M27731	\$46.97
10/03	10/05	55432868M5SEPRYKN	STARBUCKS STORE 77844 BRYAN TX	\$17.59
10/03	10/05	55432868M5SGZX2KJ	LASALLE HOTEL BRYAN TX BRYAN TX CHECK-IN 10/03/25 FOLIO #215180	\$440.00
10/03	10/05	55432868M5SGZX2KS	LASALLE HOTEL BRYAN TX BRYAN TX CHECK-IN 10/03/25 FOLIO #215200	\$440.00
10/03	10/05	52653848MEKCLKPMHF	SUBWAY 11325 COLUMBUS TX	\$17.99
10/07	10/08	05436848TBLK76HRW	WM SUPERCENTER #1098 PORT LAVACA TX WAYNE SHAFFER	\$20.48
			TOTAL XXXXXXXXXXXXX1212	\$1,172.70
09/08	09/09	05436847WEHSYKGX9	WALMART.COM 8009256278 BENTONVILLE AR	\$155.34
09/15	09/16	823050983EHN7F962	TMCEC AUSTIN TX	\$575.00
09/18	09/19	526538485LTDLYMM9	PAYPRO US INC. 8883174868 NY	\$86.35
10/02	10/02	12302028K00W598YM	AFP*TEXAS COURT CLERKS WOODWAY TX	\$100.00
10/06	10/07	55432868P5V801614	HOTELCOM73265077885097 HOTELS.COM WA	\$114.30
10/06	10/07	57540248PMKAX9Q0L	EB *COMPLICATIONS WITH 8014137200 CA MANDY GRANT	\$120.00
			TOTAL XXXXXXXXXXXXX1238	\$1,150.99
09/26	09/28	55131588DEBKAER92	CDW GOVT #AG2PV6B 800-808-4239 IL	\$54.54
09/26	09/28	87021308DEHS6AYGS	GMS PRESEN* TICKETS-RE DULUTH MN	\$153.54
10/03	10/05	05436848MBLKG5SJ2	WM SUPERCENTER #1098 PORT LAVACA TX DERRICK SMITH	\$19.88
			TOTAL XXXXXXXXXXXXX3836	\$227.96
10/01	10/03	55310208K8NVGHSNR	OLIVE GARDEN 0021694 VICTORIA TX	\$110.84
10/01	10/03	52707158K09FLS5S2	THE HOME DEPOT #6587 VICTORIA TX JAMES RUDELLAT	\$659.12
			TOTAL XXXXXXXXXXXXX8611	\$769.96
09/08	09/09	82305097VEHP404ZK	CANVA* I04633-47677819 CAMDEN DE	\$3.00

Transactions continued on next page



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/08	09/10	55421357VWVAMKT632	GOVERNMENT FINANCE OFF CHICAGO IL	\$250.00
09/12	09/14	55436877Z8GEY8DZZ	CANVAS CHAMP LAWRENCEVILLE GA	\$1,485.78
09/22	09/23	526538489LP79A2S8	LEVATAI* 8009963581 IL	\$265.13
10/02	10/03	52653848KLVVEJVB5	LEVATAI* 8009963581 IL	\$4,574.39
10/06	10/07	52653848PLWYL3EZV	GOVERNMENT FINANCE OFF 3129779700 IL	\$495.00
10/08	10/08	55432868T5VLWVDPJ	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX BRITTNEY HOGAN	\$45.00
TOTAL XXXXXXXXXXXXX3462				\$7,118.30
09/10	09/11	02305377Y00K08FRD	USPS PO 4872200979 PORT LAVACA TX	\$66.24
09/26	09/28	05436848EBLK8S8N8	WM SUPERCENTER #1098 PORT LAVACA TX	\$72.82
10/05	10/06	05416018N43A6536A	WAL-MART #1098 PORT LAVACA TX JOE REYES JR	\$15.00
TOTAL XXXXXXXXXXXXX0215				\$154.06
09/07	09/08	55131587SDNMMX92L	APPLE.COM/BILL CUPERTINO CA	\$9.60
09/11	09/12	55432867Y5WVNDG6N5	CCSI EFAX CORPORATE 323-817-1155 CA	\$137.94
09/20	09/21	5543286875Z8VKSLX	APPLE.COM/BILL 866-712-7753 CA	\$2.99
09/27	09/28	55432868E61FS75GT	APPLE.COM/BILL 866-712-7753 CA	\$106.74
10/07	10/07	12302028R00BZ5BFR	AUTODESK ADY 8553019562 CA JOANNA WEAVER	\$530.00
TOTAL XXXXXXXXXXXXX0249				\$787.27
09/17	09/19	5543286855YJLH66D	FAIRFIELD INN & SUITES FORT WORTH TX CHECK-IN 09/17/25 FOLIO #X6 JE	\$307.71
09/25	09/26	55436878D50SMY4X3	WYNDHAM MCALLEN TX CHECK-IN 09/22/25 FOLIO #1493010	\$491.05
09/26	09/28	75207998DS66LDSRB	TOYOTA OF VICTORIA VICTORIA TX COLIN RANGNOW	\$587.60
TOTAL XXXXXXXXXXXXX2286				\$1,386.36
09/09	09/10	55500377WDRZX2BQJ	TCEQ EPAYMENT AUSTIN TX	\$113.75
09/09	09/10	55500377WDRZX2BQS	TCEQ EPAYMENT AUSTIN TX	\$113.75
09/11	09/12	55506297YDV3KVAQP	SUNCOASTLEARNING.COM ACWORTH GA	\$400.00
09/18	09/19	823050986EHMFTLM9	SP RAE PROSTORES ALSIP IL	\$46.88
09/19	09/21	555003786E40TM2XW	TCEQ EPAYMENT AUSTIN TX	\$113.75
09/19	09/21	02305378700LELFRB	USPS PO 4872200979 PORT LAVACA TX	\$18.35
09/30	10/01	25457338J000FMSQR	PREP BLAST NASHVILLE TN	\$43.50
09/30	10/01	25457338J000FMVAY	PREP BLAST NASHVILLE TN	\$43.50
09/30	10/01	55500378HEG1P6ZHJ	TCEQ IND RENEWAL LIC AUSTIN TX	\$111.00
10/01	10/02	05436848KBLLVD1BJ	WM SUPERCENTER #1098 PORT LAVACA TX	\$91.75
10/01	10/03	85309618KLDVWRWK2	SOUTHERN LAWN EQUIPMEN ANTIOCH TN	\$218.15
10/07	10/08	55500378REPSX1MBN	TX AG LICENSING AUSTIN TX CYNTHIA HEYSQUIERDO	\$76.94
TOTAL XXXXXXXXXXXXX3185				\$1,391.32

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.24% (v)	\$0.00	31	\$0.00
Cash Advances	18.24% (v)	\$0.00	31	\$0.00

(v) - variable



Section VII. Item #C.

CITY OF
Account Number: XXXX XXXX XXXX 0305

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

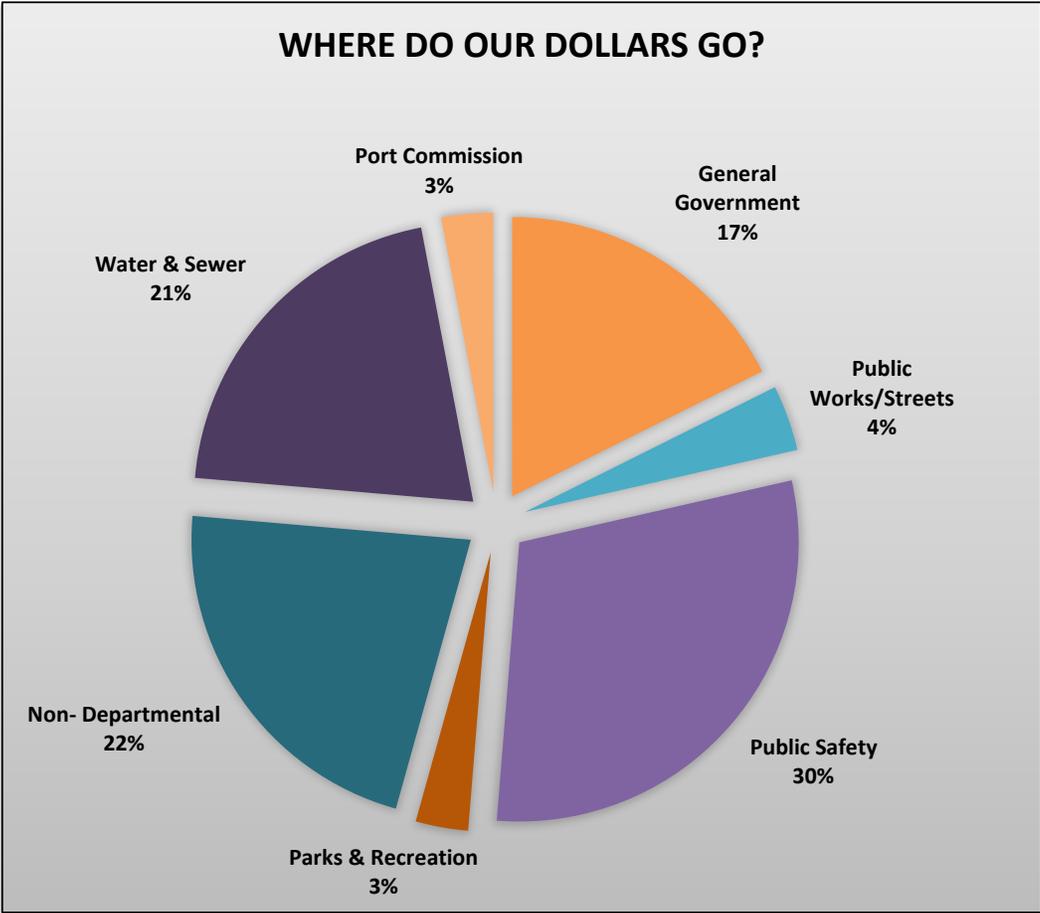
INFORMATION:

City Wide Outlook

Revenue by Type	Oct-25	Oct-24	
Taxes	941,126	527,081	414,044
Licenses & Permits	17,300	27,406	(10,106)
Service Charges	769,237	705,795	63,441
Fines & Forfeitures	26,091	22,871	3,220
Other Revenue	42,975	41,615	1,360
Grants & Contributions	266,088	31,200	234,888
Intergovernmental	157,251	142,562	14,689
Total Revenue for Major Funds	2,220,068	1,498,530	721,537

By Object (Operational Funds)	Oct-25	Oct-24	
General Government	286,199	251,223	34,976
Public Works/Streets	61,788	69,484	(7,695)
Public Safety	484,846	345,003	139,843
Parks & Recreation	49,352	257,703	(208,352)
Non- Departmental	357,833	377,980	(20,147)
Water & Sewer	335,241	260,637	74,604
Port Commission	48,577	35,085	13,493
Total Expenditures	1,623,837	1,597,116	26,721

BA



GENERAL FUND OVERVIEW

Revenue Highlights:

Property Tax collections, as reported by CCAD, are **\$5,907,541** for the year as of September. Collections in FY 24-25 are **97.30%** of the total adjusted tax levy. Total current year Property Taxes Outstanding as of September is **\$506,265**.

In the General Fund, revenues through **10/31/2025** total **\$1,073,069** or 9% of budget. In addition:

1. *Current Property Tax* collections are \$623,591 for the year, as of October Collections on FY 24-25 are 12% of the budget.
2. *Sales Tax* collections through October were **\$259,004** or 7% of budget. Collections through October in FY 24-25 were **\$309,584**.
3. *Licenses & Permits* collections are **\$17,300** for the year, or 5% of the budget. Collections through October in FY 24-25 were **\$27,406**.
4. *Bauer Center Rentals* through October are **\$10,200** or 10% of the budget. Collections through October in FY 24-25 were **\$4,950**.
5. *Court Fines* are **\$6,242** for the year, or 5% of the budget. Collections through October in FY 24-25 were **\$11,198**.

Expenditure Highlights:

In the General Fund, expenditures through 10/31/2025 total **\$1,222,167** or **9%** of the budget. This places overall spending at the budgeted benchmark. Budgets that are above the budget target are primarily due to the timing of payments and will presumably need a budget amendment:

1. Technology - Technology expenditures reached 37% of the annual budget. This variance is due to payments for yearly subscriptions for the upcoming fiscal year.
2. Code Enforcement / Inspections - Code Enforcement expenditures reached 10% of the annual budget. This variance is due to Overtime pay, Demolition Services and yearly subscription for permitting software.
4. Non-Departmental - Non-Departmental expenditures reached 41% of the annual budget. This variance is due to the TML liability insurance payment for the year, which accounts for 12% of the department's budget. The variance also includes the windstorm insurance for the year, which is 16%. This also consists of the regular transfer to the port commission at 12%.

All other General Fund departments remained at or below the projected benchmark as of October 31, indicating they are staying within their budgetary expectations.

City of Port Lavaca
Budget Administration-General Fund
Target Benchmark is 9%

	Oct-25		
	25-26 Budget	25-26 Adopted	%
	Actual YTD	Budget	
<u>Revenues</u>			
Taxes	941,126	9,554,538	10%
Licenses and Permits	17,300	318,900	5%
User and Svc Charges	11,089	116,000	10%
Fines and Forfeitures	16,749	300,000	6%
Other Revenue	25,839	421,450	6%
Grant and Contribution	-	858,108	0%
Intergovernmental Revenue	60,967	884,264	7%
Total Revenue	\$ 1,073,069	\$ 12,453,260	9%
<u>Expenditures</u>			
City Council	2,297	33,570	7%
City Manager	10,077	1,177,883	1%
City Secretary	12,652	241,760	5%
Human Resource	8,600	103,781	8%
Municipal Court	8,606	177,046	5%
Technology	215,348	577,007	37%
Finance	25,406	461,887	6%
City Hall	3,212	495,568	1%
Police	246,055	3,127,787	8%
Fire	169,223	2,458,278	7%
Animal Control	15,192	246,808	6%
Code Enforcement/Inspect	54,376	498,366	11%
Streets	61,788	2,220,730	3%
Parks and Recreation	25,010	1,121,931	2%
Bauer Center	6,490	492,784	1%
Non-Departmental	357,833	866,817	41%
Total Expenditures	\$ 1,222,167	\$ 14,302,003	9%

	Oct-24		
	24-25 Budget	24-25 Adopted	%
	Actual YTD	Budget	
<u>Revenues</u>			
Taxes	527,081	9,092,373	6%
Licenses and Permits	27,406	268,410	10%
User and Svc Charges	5,453	103,250	5%
Fines and Forfeitures	16,916	294,000	6%
Other Revenue	24,218	566,550	4%
Grant and Contribution	6,000	520,120	1%
Intergovernmental Revenue	26,378	1,567,641	2%
Total Revenue	\$ 633,453	\$ 12,412,344	5%
<u>Expenditures</u>			
City Council	2,306	30,884	7%
City Manager	11,464	778,245	1%
City Secretary	12,466	251,461	5%
Human Resource	3,199	100,395	3%
Municipal Court	10,062	177,937	6%
Technology	185,667	510,222	36%
Finance	24,590	405,888	6%
City Hall	1,467	549,299	0%
Police	193,704	2,898,150	7%
Fire	132,976	2,149,964	6%
Animal Control	1,434	256,834	1%
Code Enforcement/Inspect	16,889	520,935	3%
Streets	69,484	3,103,602	2%
Parks and Recreation	203,702	881,503	23%
Bauer Center	36,032	315,614	11%
Non-Departmental	377,980	866,703	44%
Total Expenditures	\$ 1,283,424	\$ 13,797,636	9%

Revenues Over/Under (\$149,098)

(\$649,971)

* Expenditures do not include encumbrances

General Fund
Budget Administration- YTD Actual vs PY YTD Actual

	Oct-25	Oct-24		
	25-26 Budget	24-25 Budget	Variance	Notes:
	Actual YTD	Actual YTD		
<u>Revenues</u>				
Taxes	941,126	527,081	414,044	Increase in current taxes
Licenses and Permits	17,300	27,406	(10,106)	Permit decrease due to fewer permits issued
User and Svc Charges	11,089	5,453	5,636	Increase in Bauer Rentals
Fines and Forfeitures	16,749	16,916	(167)	
Other Revenue	25,839	24,218	1,621	
Grant and Contribution	-	6,000	(6,000)	Haven't received our yearly Interlocal revenue
Intergovernmental Revenue	60,967	26,378	34,589	Increased transfer in from Utility Fund
<u>Total Revenue</u>	\$ 1,073,069	\$ 633,453	\$ 439,617	Revenue UP fm Prior Year
<u>Expenditures</u>				
City Council	2,297	2,306	(9)	
City Manager	10,077	11,464	(1,387)	
City Secretary	12,652	12,466	186	
Human Resource	8,600	3,199	5,400	
Municipal Court	8,606	10,062	(1,457)	
Technology	215,348	185,667	29,682	Fires annual reporting software for the year
Finance	25,406	24,590	816	Decrease in travel & training
City Hall	3,212	1,467	1,745	
Police	246,055	193,704	52,351	Increase due to Dispatch Interlocal Agreement
Fire	169,223	132,976	36,248	Station 2 roof replacement installement
Animal Control	15,192	1,434	13,758	
Code Enforcement/Inspect	54,376	16,889	37,487	Yearly subscription for development services
Streets	61,788	69,484	(7,695)	Decrease in contracted services.
Parks and Recreation	25,010	203,702	(178,692)	Last fiscal year prefab restroom.
Bauer Center	6,490	36,032	(29,541)	Decreased Contracted Services.
Non-Departmental	357,833	377,980	(20,147)	Transfer out to Port Commission for prop. taxes
<u>Total Expenditures</u>	\$ 1,222,167	\$ 1,283,424	\$ (61,257)	Expenses DOWN from PY
Revenues Over/Under	(\$149,098)	(\$649,971)		

* Expenditures do not include encumbrances

PUBLIC UTILITY FUND OVERVIEW

Revenue Highlights:

In the Public Utility Fund, revenues as of **10/31/25** are **\$695,183** or **8%** of the budget. In addition:

1. *Metered Water* sales through October are **\$285,160** or **8%** of the budget. Collections through October in FY 24-25 were **\$255,545**.
2. *Residential Sewer* sales through October are **\$134,492** or **8%** of the budget. Collections through October in FY 24-25 were **\$133,374**.
3. *Garbage Billings* through October are **\$83,959** or **8%** of the budget. Collections through October in FY 24-25 were **\$83,759**.

Expenditure Highlights:

In the Public Utility Fund, expenditures through **10/31/2025** total **\$335,241** or **4%** of the budget. This places overall spending below the budgeted benchmark. Budgets that are above the budget target are primarily due to the timing of payments and will presumably need a budget amendment:

1. Technology - Technology expenditures reached 36% of the annual budget. This variance is due to payments for yearly maintenance for Incode software for the upcoming fiscal year.

All other Public Utility Fund departments remained at or below the projected benchmark as of October 31, which means they are remaining within their budgetary expectations.

City of Port Lavaca
Budget Administration-Public Utility Fund
Target Benchmark is 9%

	Oct-25			Oct-24		
	25-26 Budget	25-26 Adopted		24-25 Budget	24-25 Adopted	
	Actual YTD	Budget	%	Actual YTD	Budget	%
Revenues						
User and Svc Charges	674,448	8,495,251	8%	627,502	8,062,366	8%
Fines and Forfeitures	8,995	110,000	8%	5,955	100,000	6%
Other Revenue	11,740	264,703	4%	12,525	162,104	8%
Grant and Contribution	-	-	0%	-	-	0%
Total Revenue	\$ 695,183	\$ 8,869,954	8%	\$ 645,982	\$ 8,324,470	8%
Expenditures						
Technology	66,056	184,091	36%	33,112	165,923	20%
Billing	17,960	256,717	7%	23,023	454,960	5%
Maintenance	53,848	2,732,080	2%	50,447	1,591,350	3%
WWTP	14,729	1,021,753	1%	19,830	989,254	2%
Non-Departmental	182,648	6,088,194	3%	134,227	5,347,283	3%
Total Expenditures	\$ 335,241	\$ 10,282,835	3%	\$ 260,637	\$ 8,548,770	3%

Revenues Over/**Under** \$359,942.29

\$385,344.62

* Expenditures do not include encumbrances

Public Utility Fund
Budget Administration- YTD Actual vs PY YTD Actual

	Oct-25	Oct-24		
	25-26 Budget	24-25 Budget		
	Actual YTD	Actual YTD	variance	Notes:
Revenues				
User and Svc Charges	674,448	627,502	46,946	Increased water fees and fines
Fines and Forfeitures	8,995	5,955	3,041	
Other Revenue	11,740	12,525	(786)	
Intergovernmental Revenue	-	-	0	
Total Revenue	\$ 695,183	\$ 645,982	\$ 49,201	<i>Revenues UP from prior year</i>
Expenditures				
Technology	66,056	33,112	32,944	Website Redesign & Annual Software.
Billing	17,960	23,023	(5,063)	Meter Technicians in Utility Maint.
Maintenance	53,848	50,447	3,401	Decrease in Maintenance Services.
WWTP	14,729	19,830	(5,100)	Decrease in Personnel Services.
Non-Departmental	182,648	134,227	48,422	Transfer out for administrative fees.
Total Expenditures	\$ 335,241	\$ 260,637	\$ 74,604	<i>Expenses UP from prior year</i>
Revenues Over/Under	\$359,942	\$385,345		

* Expenditures do not include encumbrances

HOTEL OCCUPANCY TAX FUND OVERVIEW

Revenue Highlights:

In the HOT Fund, revenues as of **10/31/25** are **\$1,496** or **0%** of the budget. In addition:

1. Hotel Occupancy Taxes through October are **\$0** or **0%** of the budget. Collection through October FY 24-25 were \$0.

Expenditure Highlights:

In the HOT Fund expenditures through **10/31/2025** total **\$72,169** or **8%** of budget. This places overall spending below the budgeted benchmark.

City of Port Lavaca
Budget Administration-Hotel Occupancy Tax Fund
Target Benchmark is 9%

	Oct-25			Oct-24		
	25-26 Budget	25-26 Adopted	%	24-25 Budget	24-25 Adopted	%
	Actual YTD	Budget		Actual YTD	Budget	
Revenues						
Taxes	-	700,000	0%	-	600,000	0%
Other Revenue	1,496	15,000	10%	2,236	15,000	15%
Intergovernmental Revenue	-	-	0%	-	-	0%
Total Revenue	\$ 1,496	\$ 715,000	0%	\$ 2,236	\$ 615,000	0%
Expenditures						
Hotel Occupancy Tax	72,169	870,489	8%	40,382	785,214	5%
Total Expenditures	\$ 72,169	\$ 870,489	8%	\$ 40,382	\$ 785,214	5%

Revenues Over/Under (\$70,673)

(\$38,146)

* Expenditures do not include encumbrances

Hotel Occupancy Tax Fund
Budget Administration- YTD Actual vs PY YTD Actual

	Oct-25	Oct-24	
	25-26 Budget	24-25 Budget	
	Actual YTD	Actual YTD	variance
Revenues			
Taxes	-	-	0
Other Revenue	1,496	2,236	(740)
Intergovernmental Revenue	-	-	0
Total Revenue	\$ 1,496	\$ 2,236	\$ (740)
			<i>Revenues DOWN from prior year</i>
Expenditures			
Hotel Occupancy Tax	72,169	40,382	(31,787)
Total Expenditures	\$ 72,169	\$ 40,382	\$ 31,787
			<i>Expenses UP from prior year</i>
Revenues Over/Under	(\$70,673)	(\$38,146)	

Notes:

Revenues DOWN from prior year

Tourism & Events Agreement.

Expenses UP from prior year

* Expenditures do not include encumbrances

BEACH OPERATING FUND OVERVIEW

Revenue Highlights:

In the Beach Fund, revenues as of **10/31/25** are **\$11,966** or **3%** of the budget. In addition:

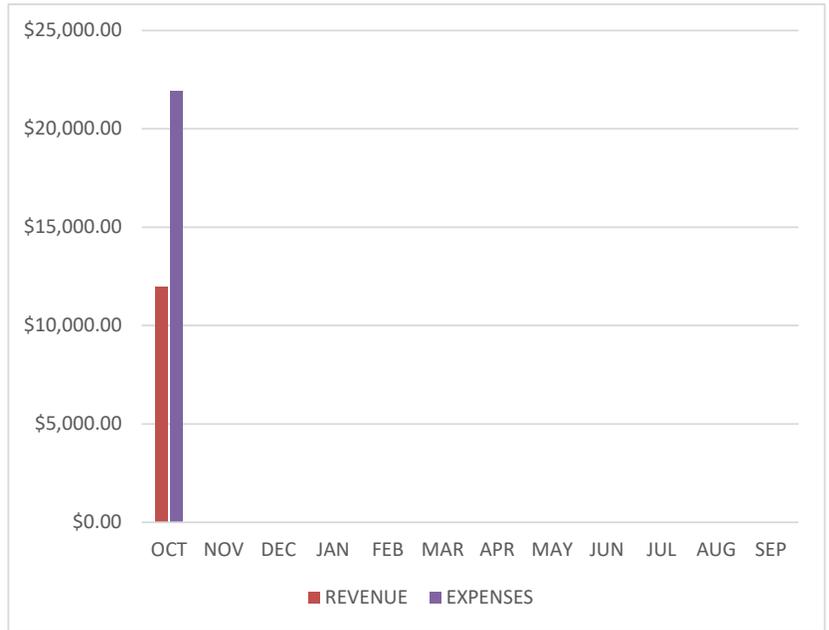
1. *RV Rentals* through October are **\$6,066** or **5%** of the budget. Collections through October in FY 24-25 were **\$6,367**.

Expenditure Highlights:

In the Beach Operating Fund expenditures through **10/31/2025** are **\$21,069** or **3%** of the budget. This places overall spending below the budgeted benchmark.

BEACH FUND REVENUES VS EXPENSES FY 2025

<u>MONTH</u>	<u>2025 REVENUE</u>	<u>2025 EXPENSES</u>	<u>MONTHLY VARIANCE</u>
OCT	\$11,966.15	\$21,894.56	\$ (9,928.41)
NOV			\$ -
DEC			\$ -
JAN			\$ -
FEB			\$ -
MAR			\$ -
APR			\$ -
MAY			\$ -
JUN			\$ -
JUL			\$ -
AUG			\$ -
SEP			\$ -
TOTAL	<u>\$11,966.15</u>	<u>\$21,894.56</u>	<u>\$ (9,928.41)</u>



City of Port Lavaca
Budget Administration-Beach Fund
Target Benchmark is 9%

	Oct-25			Oct-24		
	25-26 Budget	25-26 Adopted	%	24-25 Budget	24-25 Adopted	%
	Actual YTD	Budget		Actual YTD	Budget	
Revenues						
User and Svc Charges	9,390	190,000	5%	6,752	235,000	3%
Other Revenue	2,576	32,500	8%	2,792	32,500	9%
Intergovernmental Reven	-	-	0%	-	-	0%
Grant & Contribution	-	237,000	0%	-	-	0%
Total Revenue	\$ 11,966	\$ 459,500	3%	\$ 9,544	\$ 267,500	4%
Expenditures						
Technology Services	4043.06	-	0%	-	-	0%
Operations & Admin	17,852	695,701	3%	17,970	307,330	6%
Total Expenditures	\$ 21,895	\$ 695,701	3%	\$ 17,970	\$ 307,330	6%

Revenues Over/Under **(\$9,928)** **(\$8,426)**

* Expenditures do not include encumbrances

Beach Fund
Budget Administration- YTD Actual vs PY YTD Actual

	Oct-25 25-26 Budget Actual YTD	Oct-24 24-25 Budget Actual YTD	Variance	Notes:
Revenues				
User and Svc Charges	9,390	6,752	2,638	
Other Revenue	2,576	2,792	(216)	
Intergovernmental Reven	-	-	0	
Total Revenue	\$ 11,966	\$ 9,544	\$ 2,422	<i>Revenues UP from Prior Year</i>
Expenditures				
Operations & Admin	17,852	17,970	(119)	
Total Expenditures	\$ 17,852	\$ 17,970	\$ (119)	<i>Expenses DOWN from prior year</i>
Revenues Over/Under	(\$5,885)	(\$8,426)		

* Expenditures do not include encumbrances

PORTS & HARBORS FUND OVERVIEW

Revenue Highlights:

In the Ports & Harbors Fund, revenues as of **10/31/25** are **\$439,849** or **30%** of the budget. In addition:

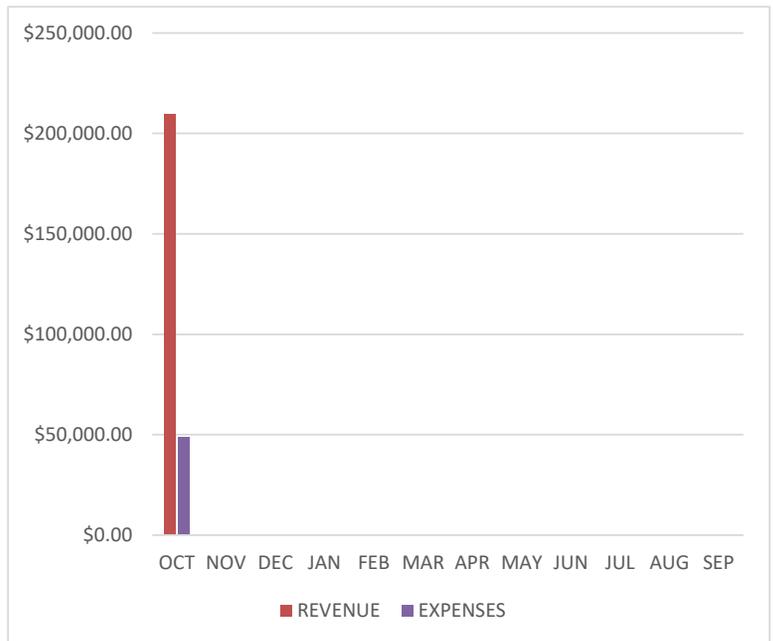
1. Dock Leases through October are **\$41,164.** or **14%** of the budget. Collections through October in FY 24-25 were **\$41,630.**
2. *Tariffs* through October are **\$14,977** or **12%** of the budget. Collections through October FY 24-24 were **\$7,461.**
3. *NL Building Lease* through October is **\$8,383** or **9%** of the budget. Collections through October in FY 24-25 were **\$7,513.**

Expenditure Highlights:

In the Ports & Harbors Fund expenditures through **10/31/2025** are **\$48,577** or **3%** of the budget. This places overall spending below the budgeted benchmark.

PORTS AND HARBORS FUND REVENUES VS EXPENSES FY 2025

<u>MONTH</u>	<u>2025 REVENUE</u>	<u>2025 EXPENSES</u>	<u>MONTHLY VARIANCE</u>
OCT	\$209,551.26	\$48,577.00	\$160,974.26
NOV			\$ -
DEC			\$ -
JAN			\$ -
FEB			\$ -
MAR			\$ -
APR			\$ -
MAY			\$ -
JUN			\$ -
JUL			\$ -
AUG			\$ -
SEP			\$ -
TOTAL	<u><u>\$209,551.26</u></u>	<u><u>\$48,577.00</u></u>	<u><u>\$160,974.26</u></u>



City of Port Lavaca
Budget Administration-Port Commission
Target Benchmark is 9%

	Oct-25			Oct-24		
	25-26 Budget	25-26 Adopted	%	24-25 Budget	24-25 Adopted	%
	Actual YTD	Budget		Actual YTD	Budget	
Revenues						
User and Svc Charges	74,309	792,072	9%	66,088	818,955	8%
Fines and Forfeitures	347	500	69%	-	500	0%
Other Revenue	2,821	35,500	8%	2,079	35,600	6%
Grant and Contribution	266,088	556,872	48%	25,200	550,000	5%
Intergovernmental Reven	96,284	96,284	0%	116,184	116,184	0%
Total Revenue	\$ 439,849	\$ 1,481,228	30%	\$ 209,551	\$ 1,521,239	14%
Expenditures						
Technology	2,530	6,424	39%	135	1,422	10%
City Harbor	-	8,000	0%	-	7,000	0%
Harbor of Refuge	-	100,000	0%	-	200,000	0%
Smith Harbor	-	11,000	0%	-	11,000	0%
Nautical Landings Marina	2,157	18,000	12%	-	35,000	0%
Operations	43,890	1,585,137	3%	34,949	1,390,279	3%
Total Expenditures	\$ 48,577	\$ 1,728,561	3%	\$ 35,085	\$ 1,644,701	2%

Revenues Over/**Under** \$391,272

\$174,467

* Expenditures do not include encumbrances

Port Commission

Budget Administration- YTD Actual vs PY YTD Actual

	Oct-25	Oct-24		
	25-26 Budget	24-25 Budget	Variance	Notes:
	Actual YTD	Actual YTD		
Revenues				
User and Svc Charges	74,309	66,088	8,221	
Fines and Forfeitures	347	-	347	
Other Revenue	2,821	2,079	741	
Grant and Contribution	266,088	25,200	240,888	MBMT Grant Reimb. & TPWL pymt.
Intergovernmental Reven	96,284	116,184	(19,900)	Transfer for Port Property Tax.
Total Revenue	439,849	209,551	230,297.51	<i>Revenues UP from PY</i>
Expenditures				
Technology	2,530	135	2,395	
City Harbor	-	-	0	
Harbor of Refuge	-	-	0	
Smith Harbor	-	-	0	
Nautical Landings Marina	2,157	-	2,157	
Operations	43,890	34,949	8,941	Admin. Assist. & Membership dues.
Total Expenditures	48,577	35,085	13,492.64	<i>Expenses UP from PY</i>
Revenues Over/Under	\$391,272	\$174,467		

* Expenditures do not include encumbrances

COMMUNICATION

SUBJECT: Receive Employee Training Review Acknowledgment report ending 10.31.2025

INFORMATION:

DATE: 11/10/2025
TO: COUNCIL - REGULAR CITY COUNCIL MEETING
SUBJECT: TRAINING REVIEW AND ACKNOWLEDGEMENT FORMS

Fire:

Emp: David LLoyd
Training Title: Fire Officer 1
Date; August 1st, 2025 – October 9th, 2025

Emp: Milizza Lannen
Training Title: TML Conference
Date; October 29th, 2025 – October 31st, 2025

Emp: Joe Reyes, Jr.
Training Title: TML Conference
Date; October 29th, 2025 – October 31st, 2025

Police:

Emp: Jaramillo Avila
Training Title: 2025 ROCIC Homicide Conference
Date: October 5th, 2025 – October 8th, 2025

Emp: James Burris
Training Title: 2025 ROCIC Homicide Conference
Date: October 5th, 2025 – October 8th, 2025

Streets:

Emp: Wayne Shaffer
Training Title: TDEM Response to Recovery
Date: September 29th, 2025 – October 3rd, 2025

Emp: Wayne Shaffer
Training Title: Disaster Management for Public Services
Date: October 22th, 2025 – October 23rd, 2025

City Hall – City Sec and Finance

Emp: Mandy Grant
Training Title: Changes to Curbside Voting
Date: October 2nd, 2025

Emp: Mandy Grant
Training Title: Voter Identification and Resources
Date: October 7th, 2025

Emp: Mandy Grant
Training Title: Fail Safe Voting
Date: October 9th, 2025

Emp: Mandy Grant
Training Title: Canvassing and Post Election Requirement
Date: October 14th, 2025

Emp: Brittney Hogan
Training Title: Revenue Policies
Date: October 27th, 2025 – October 29th, 2025

Emp: Jasmine Stafford
Training Title: ERP Pro 9 General Ledger JE
Date: October 21st, 2025



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 01-3185
EMPLOYEE NAME: David A. Lloyd
DEPARTMENT: Fire
TRAINING/ CONFERENCE TITLE: Fire Officer 1
LOCATION: online safeT4U
TRAINING / CONFERENCE DATE(S): Aug 1 - sept 9th 2025

1. Purpose of Training/ Conference

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

additional cert. for future advancement

2. Summary of Activities or Topics Covered

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

Understanding discipline, officer roles, managing personnel

3. Key Takeaways or Skills Learned

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

Better management of time & a better outlook management skills

EMPLOYEE SIGNATURE: [Signature] DATE: 9-10-25

FOR INTERNAL USE ONLY		RECEIVED OCT 22 2025 CITY OF PORT LAVACA CITY MANAGER
RECEIVED DATE: <u>10-22-25</u>		
SIGNATURE OF HUMAN RESOURCES: <u>[Signature]</u>		



CITY OF
PORT LAVACA

Section VII. Item #E.

TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 3180

EMPLOYEE NAME: Milize Lannen

DEPARTMENT: Fire

TRAINING/ CONFERENCE TITLE: TML Conference

LOCATION: Dallas Fort Worth

TRAINING / CONFERENCE DATE(S): Oct. 28 - Oct. 31, 2025

1. Purpose of Training/ Conference

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

To learn more about TML and learn from classes that were going on.

2. Summary of Activities or Topics Covered

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

Leadership 101, creating a Leadership Team for Success. UP in smoke: Vape, Hemp, and Delta 8/9 in TX. Cities. + Small city talks: Navigating Grants.

3. Key Takeaways or Skills Learned

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

UP in smoke; chief from Allen PD showed us to be careful buy snats because they can have TML and they look like the regular packages. 24 Smoke shops in his community.

Grant class learned about multiple agencies that have grants you can apply for. That you can marry narratives for two separate grants.

EMPLOYEE SIGNATURE: [Signature]

DATE: Nov. 3, 2025

FOR INTERNAL USE ONLY

RECEIVED

RECEIVED DATE: 11-3-2025

NOV 03 2025

SIGNATURE OF HUMAN RESOURCES: [Signature]

CITY OF PORT LAVACA
CITY MANAGER



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 3260

EMPLOYEE NAME: Joe Ray, Jr

DEPARTMENT: FIRE

TRAINING/ CONFERENCE TITLE: TML Conference

LOCATION: Fort Worth, Tx

TRAINING / CONFERENCE DATE(S): Oct. 29-31, 2025

1. Purpose of Training/ Conference

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

Gain a little more knowledge with leadership. meet with vendors on new equipment.

2. Summary of Activities or Topics Covered

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

- 1. Leadership 101
2. Creating Leadership Team for success
3. UP in smoke
4. Small city talks: Navigating Grants.
5. Ethics + code of conducts poling for small cities.

3. Key Takeaways or Skills Learned

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

6. Engaging with Civilitur

Leadership 101 always need to be learning. Hiring challenges secondary to folks to retire baby boomers retire. Need to visit local vape shops and check packages. Ask for grant writers to assist you, if its a specific item reach out to there grant writers. Ethics supports teamwork and transparency. Flight / Fight / Freeze

EMPLOYEE SIGNATURE: Joe Ray, Jr DATE: Nov. 3, 2025

FOR INTERNAL USE ONLY RECEIVED NOV 03 2025 CITY OF PORT LAVACA CITY MANAGER



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 2018 EMPLOYEE NAME: JARAMILLO AVILA

DEPARTMENT: Police TRAINING / CONFERENCE DATE(S): 10/05/08 - 10/08/2025

TRAINING/ CONFERENCE TITLE: ROCIC 34TH ANNUAL HOMICIDE CONFERENCE

LOCATION: 6505 NORTH INTERSTATE 35, AUSTIN, TEXAS

1. Purpose of Training/ Conference

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

TO LEARN INVESTIGATIVE TECHNIQUES AND LEARN FROM OTHER DETECTIVE'S SOLVED CASES.

2. Summary of Activities or Topics Covered

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

Covenant School Shooting: An Officer's Perspective, Murder Case Unlocked: From False Confession to the Prevailing of Justice, Missed Homicides, Mayflower Homicide Case Study, Fentanyl Overdose of Beautiful Giles, Empowering Your Investigations: Practical Digital Evidence Strategies for Homicide Cases, Solving the Unsolved: Mobilizing Innovation and Forensic Investigative Genetic Genealogy (FIGG), CARFAX Vehicle History Reports and Investigative Tools, Missing and Murdered Indigenous Persons

3. Key Takeaways or Skills Learned

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

I LEARNED SOME INVESTIGATIVE TECHNIQUES.

EMPLOYEE SIGNATURE: *[Handwritten Signature]*

DATE: 10/09/2025
RECEIVED

DEPARTMENT HEAD SIGNATURE: _____

DATE: _____

HR SIGNATURE: *[Handwritten Signature]*

DATE: OCT 15 2025



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 2030 EMPLOYEE NAME: JAMES BURRIS

DEPARTMENT: Police TRAINING / CONFERENCE DATE(S): 10/15 - 10/18

TRAINING/ CONFERENCE TITLE: ROCIC HOMICIDE CONFERENCE

LOCATION: AUSTIN, TEXAS

1. Purpose of Training/ Conference

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

THE PURPOSE OF THIS TRAINING WAS TO EXPAND OUR KNOWLEDGE BASE OF INVESTIGATIVE TECHNIQUES AND TACTICS IN REGARD TO HIGH PRIORITY INVESTIGATIONS.

2. Summary of Activities or Topics Covered

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

MULTIPLE TOPICS COVERED RELATED TO INVESTIGATING HOMICIDE.

3. Key Takeaways or Skills Learned

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

MAKE EVERY EFFORT TO FULLY INVESTIGATE CRIMES. AS THERE MAY BE MORE TO EACH CASE THAN THE INITIAL INCIDENT.

EMPLOYEE SIGNATURE: JAMES BURRIS

DATE: 10/09/2025

DEPARTMENT HEAD SIGNATURE: _____

DATE: **RECEIVED**

HR SIGNATURE: [Signature]

DATE: **OCT 15 2025**



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 4880 EMPLOYEE NAME: WILLIAM SHAFFER

DEPARTMENT: Streets TRAINING / CONFERENCE DATE(S): 9/29-10/3/2025

TRAINING/ CONFERENCE TITLE: TDEM Response to Recovery

LOCATION: Bryan, Texas

1. Purpose of Training/ Conference

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

This training was for the Incident Support Task Force (ISTF) members to better understand roles and responsibilities of emergency managers when responding to a disaster.

2. Summary of Activities or Topics Covered

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

- 1)Disasters and emergencies
- 2)NIMS (National Incident Management System)
- 3)Public Information
- 4)Damage Assessments
- 5)Debris Management
- 6)Sheltering and Feeding
- 7)Volunteers and Donations
- 8)Finance

3. Key Takeaways or Skills Learned

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

For me personally This was a refresher to things we have already dealt with during emergency response with an exception to sheltering and feeding and volunteers and donations.

EMPLOYEE SIGNATURE: WILLIAM SHAFFER

DATE: 10/09/2025

DEPARTMENT HEAD SIGNATURE: _____

DATE: **RECEIVED**

HR SIGNATURE: [Signature]

DATE: OCT 15 2025



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 4880 EMPLOYEE NAME: WILLIAM SHAFFER

DEPARTMENT: Streets TRAINING / CONFERENCE DATE(S): 10/22-10/23/25

TRAINING/ CONFERENCE TITLE: Disaster Management for Public Services

LOCATION: Sinton Texas

1. Purpose of Training/ Conference

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

The Disaster Management for Public Services and Public Works course brings together representatives from public service and public works agencies who are expected to identify and mitigate hazards and plan and manage disaster response and recovery efforts within their jurisdictions.

2. Summary of Activities or Topics Covered

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

- utilities
- transportation
- fire
- public safety
- city planning/urban development
- public health
- local, state, and federal emergency management

3. Key Takeaways or Skills Learned

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

- Assess hazards that have the potential to threaten the reliability of public services and public works.
- Utilize strategies that support resource management, planning, and training in preparation for incidents affecting public services and public works.
- Plan for disasters using available federal guidance and other strategies.
- Administer mitigation strategies that protect public services and public works.
- Assess how Community Lifelines contribute to the stabilization of critical infrastructure during incident response.

EMPLOYEE SIGNATURE: WILLIAM SHAFFER

DATE: 10/28/2025

DEPARTMENT HEAD SIGNATURE: _____

DATE: _____

HR SIGNATURE: [Signature]

DATE: _____

RECEIVED

OCT 29 2025

CITY OF PORT LAVACA
CITY MANAGER



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 1250 EMPLOYEE NAME: MANDY GRANT

DEPARTMENT: City Secretary TRAINING / CONFERENCE DATE(S): 10/02/2025

TRAINING/ CONFERENCE TITLE: Changes to Curbside Voting Requirements

LOCATION: Virtual Clinic

1. Purpose of Training/ Conference

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

In its 89th Regular Session, the Texas Legislature enacted House Bill 521 (PDF) (89th Leg., R.S., effective September 1, 2025), which amended several sections of the Texas Election Code to add certain requirements for election officials assisting voters, as well as several new curbside voting procedures. HB 521 took effect September 1, 2025.

2. Summary of Activities or Topics Covered

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

HB 521 amended Section 61.003 of the Code to prohibit an individual from electioneering within 20 feet of a parking space designated for curbside voting. The 20-foot distance marker is in addition to the current 100-foot distance marker, meaning that the 100-foot zone still exists around a polling location but could possibly be extended if your designated curbside spot is on the edge of the 100-foot zone.

3. Key Takeaways or Skills Learned

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

An individual who electioneers or loiters within this 20-foot area commits a Class C misdemeanor..

EMPLOYEE SIGNATURE: MANDY GRANT

DATE: 10/02/2025

DEPARTMENT HEAD SIGNATURE: _____

DATE: _____

HR SIGNATURE: [Signature]

DATE: OCT 15 2025

RECEIVED

**CITY OF PORT LAVACA
CITY MANAGER**



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 1250 EMPLOYEE NAME: MANDY GRANT

DEPARTMENT: City Secretary TRAINING / CONFERENCE DATE(S): 10/07/2025

TRAINING/ CONFERENCE TITLE: Voter Identification and Resources

LOCATION: Virtual Clinic

1. Purpose of Training/ Conference

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

Voter Identification – What Is Acceptable?

List A includes any of the following:

1. Texas Driver License
2. Texas Election ID Certificate
3. Texas Personal ID Card
4. Texas Handgun License
5. US Citizenship with Photo
6. US Military ID Card
7. US Passport (book or card)

- For voters aged 18-69, photo ID can be expired up to four years.
- For voters aged 70 and older, photo ID can be expired for any length of time if otherwise valid.

2. Summary of Activities or Topics Covered

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

This class was all about identification that is acceptable in order to vote in an election and also had photos of Updates to Card Designs (Prior and New).

3. Key Takeaways or Skills Learned

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

Learned about all the different types of identification that can be accepted (they are many). Also learned that there is a Form that a voter would need to fill out due to a reasonable impediment, in which a voter would not be able to obtain an ID due to the following:

1. Lack of Transportation
2. Disability or illness
3. Lack of birth certificate or other documents needed to obtain acceptable form of photo ID
4. Work schedule
5. Family responsibilities
6. Lost or stolen identification
7. Acceptable form of photo ID applied for but not received

EMPLOYEE SIGNATURE: MANDY GRANT

DATE: 10/07/2025

DEPARTMENT HEAD SIGNATURE: _____

DATE: _____

HR SIGNATURE: [Signature]

DATE: _____

RECEIVED

OCT 15 2025

**CITY OF PORT LAVACA
CITY MANAGER**



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 1250 EMPLOYEE NAME: MANDY GRANT

DEPARTMENT: City Secretary TRAINING / CONFERENCE DATE(S): 10/09/2025

TRAINING/ CONFERENCE TITLE: Fail Safe Voting

LOCATION: Virtual Clinic

1. Purpose of Training/ Conference

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

Procedure for Accepting a Voter at a Polling Place:

Section 63.0011 of the Code requires that an election officer confirm with a voter who is offering to vote that the voter's residence address on the precinct list of registered voters is current before the voter may be accepted for voting. If the voter's residence address is not current when presenting to vote, the election officer must ask if the voter has changed residence within the county of registration.

2. Summary of Activities or Topics Covered

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

Before a voter is accepted for voting under these procedures, the voter must execute and submit to an election officer a Statement of Residence (Form 21-6) that includes all of the information that must be included in a voter registration application and must also include the date that the statement is submitted to an election officer.

3. Key Takeaways or Skills Learned

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

The proper procedures which must be followed by election workers at the polling place to process voters who have changed their residence address within their county of voter registration, but who have not updated their voter registration residence address or who have submitted a change of residence address within the county that will not be effective by election day.

EMPLOYEE SIGNATURE: MANDY GRANT

DATE: 10/09/2025
RECEIVED

DEPARTMENT HEAD SIGNATURE: _____

DATE: _____

HR SIGNATURE: [Signature]

DATE: OCT 15



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 1250 EMPLOYEE NAME: MANDY GRANT

DEPARTMENT: City Secretary TRAINING / CONFERENCE DATE(S): 10/14/2025

TRAINING/ CONFERENCE TITLE: Canvassing and Post Election Requirement

LOCATION: Virtual Clinic

1. Purpose of Training/ Conference

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

The "canvass" is the official tabulation of the votes cast in an election. The Political Subdivision's Governing Body is who canvasses for an election ordered by them. Procedures for ordering, posting notice & conducting the canvass meeting should comply with Texas Open Meetings Act (Chapter 551, Texas Government Code). The canvass is an open meeting and Two members of the authority constitute a quorum for purposes of canvassing an election [§ 67.004].

2. Summary of Activities or Topics Covered

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

The canvassing authority must prepare a tabulation stating, for each candidate, and for and against each measure, the total number of votes received in each precinct/district. If a recount is filed, it does not stop the canvass meeting. [Sec. 212.033]. Canvassing authority must make a note on the canvass that a recount has been requested. Recount does halt issuance of Certificate of Election [212.0331]. Tied Vote in a Plurality Race. When there is a tie after the canvass, such that you cannot determine the winner(s), the tie can be resolved by:
• sworn withdrawal;
• casting of lots;
• automatic recount; or there must be a second election.

3. Key Takeaways or Skills Learned

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

The earliest day for a canvass in any election is the 3rd day after Election Day and the latest is the 11th day after Election Day. The presiding officer of the canvassing authority shall note the completion of the canvass in the minutes or in the recording required by Section 551.021 of the Government Code.

EMPLOYEE SIGNATURE: MANDY GRANT

DATE: 10/14/2025

DEPARTMENT HEAD SIGNATURE:

DATE:

HR SIGNATURE:

DATE:

RECEIVED

OCT 15 2025

CITY OF PORT LAVACA CITY MANAGER



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 1640 EMPLOYEE NAME: BRITTNEY HOGAN

DEPARTMENT: Finance TRAINING / CONFERENCE DATE(S): 10/27-10/29/2025

TRAINING/ CONFERENCE TITLE: REVENUE POLICIES

LOCATION: VIRTUAL TRAINING

1. Purpose of Training/ Conference

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

To get a better understanding on how to create, maintain, implement revenue policies for the City that will help continue to balance our budget and maintain community outlook.

2. Summary of Activities or Topics Covered

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

- Identify the five pillars of the Financial Foundations Framework
Understand how developing and implementing fair revenue policies contributes to a thriving community and better trust in government
Learn how to build a more resilient and more diverse revenue portfolio
Learn the essential components of effective revenue policies
Learn how to evaluate your revenue sources
Learn innovative approaches to enhancing existing sources of revenue and developing new sources of revenue

3. Key Takeaways or Skills Learned

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

When we talk about developing a budget that supports a thriving community, we often spend most of our time and energy thinking about the expenditure side of the equation: what are the local government's priorities and goals and how much is it going to spend to achieve those goals? The revenue side of the equation is just as important to building a strong financial foundation that supports a thriving community, though.

EMPLOYEE SIGNATURE: [Handwritten Signature]

DATE: 10/31/2025

DEPARTMENT HEAD SIGNATURE: _____

DATE: RECEIVED

HR SIGNATURE: [Handwritten Signature]

DATE: NOV 03 2025



TRAINING REVIEW & ACKNOWLEDGEMENT FORM

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

EMPLOYEE NUMBER: 1620 EMPLOYEE NAME: JASMINE STAFFORD

DEPARTMENT: Finance TRAINING / CONFERENCE DATE(S): 10/21/2025

TRAINING/ CONFERENCE TITLE: ERP PRO- 9 GENERAL LEDGER - JE

LOCATION: WEB BASED

1. Purpose of Training/ Conference

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

TO GAIN MORE KNOWLEDGE IN THE JOURNAL ENTRY PROCESS.

2. Summary of Activities or Topics Covered

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

HOW TO CREATE, DELETE & EDIT JOURNAL ENTRIES, THE DIFFERENT TYPE OR JOURNAL ENTRIES. AS WELL AS THE TOOLS WITHIN THE JOURNAL ENTRY PROCESS.

3. Key Takeaways or Skills Learned

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

I LEARNED ABOUT THE DIFFERENT TOOLS THAT WILL HELP MY DAILY TASKS. I ALSO LEARNED A NEW WAY TO ALLOCATE INTEREST AT THE END OF THE MONTH.

EMPLOYEE SIGNATURE: JASMINE STAFFORD

DATE: 10/21/2025
RECEIVED

DEPARTMENT HEAD SIGNATURE: _____

DATE: _____
OCT 21 2025

HR SIGNATURE: [Signature]

DATE: _____
CITY OF PORT LAVACA
CITY MANAGER

COMMUNICATION

SUBJECT: Receive Office of Court Administrators (OCA) Monthly report ending
10.31.2025

INFORMATION:

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month OCTOBER Year 2025

Municipal Court for the City of PORT LAVACA

Presiding Judge RAYMOND B. PEREZ

If new, date assumed office _____

Court Mailing Address 202 N. VIRGINIA STREET

City PORT LAVACA, TX Zip 77979

Phone Number 361-552-9793

Fax Number 361-552-7933

Court's Public Email COURT@PORTLAVACA.ORG

Court's Website <https://portlavaca.org/city-departments/municipal-court/>

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by SANDRA NOVELO

Date 11/3/2025 Phone Number 361-552-9793

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330
FAX: (512) 463-1648

CRIMINAL SECTION

Section VII. Item #F.

CRIMINAL SECTION

Court: City of Port Lavaca			Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month	OCTOBER	Year 2025	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Cases Pending First of Month			2,907	12	29	2,854	71	194
a. Active Cases			1,668	10	21	1,632	48	154
b. Inactive Cases			1,239	2	8	1,222	23	40
2. New Cases Filed During Month			43	0	0	36	0	3
3. Cases Reactivated			32	0	0	31	2	0
4. All Other Cases Added			0	0	0	0	0	0
5. Total Cases on Docket <i>(Sum of Lines 1a, 2, 3 & 4)</i>			1,743	10	21	1,699	50	157
6. Dispositions Prior to Court Appearance or Trial								
a. Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP, Art. 27.14 (c)))</i>			0	0	0	19	0	0
b. Cases Dismissed by Prosecution			0	0	0	0	0	0
7. Final Dispositions in Open Court or at Trial								
a. Convictions								
1) Guilty Plea or Nolo Contendere			49	0	1	15	3	1
2) By the Court			0	0	0	1	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals								
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Cases Dismissed by Prosecution			2	0	0	0	0	0
8. Compliance Dismissals								
a. After Driving Safety Course <i>(CCP, Art. 45.0511)</i>			9					
b. After Deferred Disposition <i>(CCP, Art. 45.051 or CCP, Art. 45.054)</i>			1	0	0	0	0	0
c. After Teen Court <i>(CCP, Art. 45.052)</i>			0	0	0	0	0	0
d. After Tobacco Awareness Course <i>(HSC, Sec. 161.253)</i>							0	
e. After Treatment for Chemical Dependency <i>(CCP, Art. 45.053 and HSC, Ch. 462)</i>						0	0	
f. After Proof of Financial Responsibility <i>(TC, Sec. 601.193)</i>			1					
g. All Other Transportation Code Dismissals			1	0	0	0	0	0
9. All Other Dispositions			0	0	0	0	0	0
10. Total Cases Disposed <i>(Sum of Lines 6, 7, 8 & 9)</i>			63	0	1	35	3	1
11. Placed on Inactive Status			24	0	0	32	0	1
12. Cases Pending End of Month			2,887	12	28	2,855	68	196
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 10 & 11)</i>			1,656	10	20	1,632	47	155
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 11)</i>			1,231	2	8	1,223	21	41
13. Show Cause and Other Required Hearings Held			0	0	0	0	0	1
14. Cases Appealed								
a. After Trial			0	0	0	0	0	0
b. Without Trial			0	0	0	0	0	0

CIVIL/ADMINISTRATIVE SECTION

Section VII. Item #F.

CIVIL SECTION

Court	CITY OF PORT LAVACA		
Month	OCTOBER	Year	2025
			TOTAL CASES
1. Cases Pending First of Month			311
a. Active Cases			309
b. Inactive Cases			2
2. New Cases Filed During Month			1
3. Cases Reactivated			0
4. All Other Cases Added			0
5. Total Cases on Docket <i>(Sum of Lines 1a, 2, 3 & 4)</i>			310
DISPOSITIONS			
6. Uncontested Civil Fines or Penalties			0
7. Default Judgments			0
8. Agreed Judgments			0
9. Trial or Hearing by Judge or Hearing Officer			0
10. Trial by Jury			0
11. Cases Dismissed for Want of Prosecution			0
12. All Other Dispositions			0
13. Total Cases Disposed <i>(Sum of Lines 6 through 12)</i>			0
14. Placed on Inactive Status			4
15. Cases Pending End of Month			312
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 13 & 14)</i>			306
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 14)</i>			6
16. Cases Appealed			
a. After Trial			0
b. Without Trial			0

JUVENILE/MINOR ACTIVITY

Section VII. Item #F.

JUVENILE/MINOR ACTIVITY

Court CITY OF PORT LAVACA		TOTAL
Month	Year	
OCTOBER	2025	
1. Transportation Code Cases Filed <i>(TC, Section 729.001)</i>		0
2. Non-Driving Alcoholic Beverage Code Cases Filed		0
3. Driving Under the Influence of Alcohol Cases Filed <i>(ABC, Sec. 106.041)</i>		0
4. Drug Paraphernalia Cases Filed <i>(HSC, Sec. 481.125(a))</i>		0
5. Tobacco and E-Cigarettes Cases Filed <i>(HSC, Sec. 161.252)</i>		0
6. Truancy Cases Filed <i>(Fam. Code, Sec. 65.003(a))</i>		0
7. Education Code Cases Filed		0
8. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Local Govt. Code, Sec. 341.905 or Sec. 351.903)</i>		0
9. All Other Non-Traffic Fine-Only Cases Filed		0
10. Transfer to Juvenile Court:		
a. Mandatory Transfer <i>(Fam. Code, Sec. 51.08(b)(1))</i>		0
b. Discretionary Transfer <i>(Fam. Code, Sec. 51.08(b)(2))</i>		0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) <i>(CCP, Art. 45.050(c)(1) and Fam. Code, Sec. 65.251)</i>		0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) <i>(CCP, Art. 45.050(c)(2) and Fam. Code Sec. 65.251)</i>		0
13. Juvenile Statement Magistrate Warning:		
a. Warnings Administered		0
b. Statements Certified <i>(Fam. Code, Sec. 51.095(a)(1)(D))</i>		0
14. Detention Hearings Held <i>(Fam. Code, Sec. 54.01)</i>		0
15. Orders for Non-Secure Custody Issued <i>(CCP, Art. 45.058)</i>		0
16. Parent Contributing to Nonattendance Cases Filed <i>(Ed. Code, Sec. 25.093)</i>		0

ADDITIONAL ACTIVITY

Section VII. Item #F.

Court: CITY OF PORT LAVACA		NUMBER GIVEN	NUMBER
Month	Year		REQUESTS FOR COUNSEL
OCTOBER	2025		
1. Magistrate Warnings			
	a. Class C Misdemeanors	0	
	b. Class A and B Misdemeanors	0	0
	c. Felonies	0	0
			TOTAL
2. Arrest Warrants Issued			
	a. Class C Misdemeanors		71
	b. Class A and B Misdemeanors		0
	c. Felonies		0
3. Capiases Pro Fine Issued (CCP, Art. 45.045)			0
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Issued (CCP, Art. 18.05)			0
6. Examining Trials Conducted (CCP, Art. 16.01)			0
7. Emergency Mental Health Hearings Held (HSC, Sec. 573.012)			0
8. Magistrate's Orders for Emergency Protection (CCP, Art.17.292)			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP, Art. 17.441)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond (CCP, Art. 17)			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (TC, Sec. 521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held (CCP, Art. 7.03)			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service (CCP, Art. 45.049 or 45.0492)			
	a. Partial Satisfaction		0
	b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			38
16. Cases in Which Fine and Court Costs Waived for Indigency (CCP, Art. 45.0491)			4
17. Amount of Fines and Court Costs Waived for Indigency (CCP, Art. 43.091)			\$581.00
18. Total Fines, Court Costs and Other Amounts Collected			
	a. Retained by City		\$8,342.84
	b. Remitted to State		\$5,643.42
	c. Total		\$13,986.26

COMMUNICATION

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

INFORMATION:

**VEDC Update for Port Lavaca
OCTOBER RECAP
Presented November 2025**

Residential

- VEDC Staff continues to provide a residential developer with information when asked. They are excited a TIRZ will be put in place and are extremely interested in knowing the boundaries. This is an ongoing project and VEDC staff keep them updated. VEDC staff will let them know if/when this is passed.

Marketing

- VEDC will be having some photos done soon to compliment the web page. This has been weather dependent.
 - Photos will include both an “industrial” look and a retail look.
- VEDC staff and Tania will meet again to select final photos. Pending. ONCE THE PHOTOS ARE UPLOADED, AN ANNOUNCEMENT WILL BE SENT OUT BY THE STATE, ACKNOWLEDGING THIS.
- VEDC staff has gained access to the City’s Economic Development Facebook page and is posting on there. We will highlight properties and other relevant economic development information to encourage engagement.
- VEDC staff have been pushing out information to the small business community on the Port Lavaca Small Business Facebook page.

Business

- VEDC staff working with a business on a BUSINESS RETENTION project, to keep them in Port Lavaca. An NDA was signed so VEDC is unable to name the business at this time. This was presented to council and is PENDING.
- The VEDC staff has reached out to a combined (breakfast/lunch) concept sit down restaurant to have a discussion with them opening in Port Lavaca. This is still pending.
- VEDC staff are working with a developer and discussing the use of pad sites available. Developer had to cancel meeting and will reschedule.
- VEDC staff conducted a business workshop on AI and business. This was very informative. Workshops will be conducted on a regular basis beginning in the new year. There is already a basic schedule, with topics set. VEDC staff works with T. French on these as it relates to scheduling and input, as she is well informed with the business community.

Other

- VEDC will be hosting their annual meeting on November 19th. All council members have been invited to attend, along with the Mayor and City Manager. As always, the invitations are sent via email. If you have not received this, please contact Diane: dianedrussell@victoriaedc.com or 361-485-3190.
- VEDC is planning for remainder of year and 2026 to attend retail /other events. A list was provided to the City Manager.
- VEDC staff attend training and conferences throughout the year. There are training opportunities as they relate to economic development. If any council member is ever interested in knowing more, please let VEDC staff know.

COMMUNICATION

SUBJECT: Receive Quarterly Report from the Public Works Department

INFORMATION:

Public works Quarterly Report

1. Parks
2. Meters
3. Utility Maintenance
4. Utility Wastewater
5. Street Maintenance
6. LHB Gate and RV revenue report

Parks Report from 7/1/25 to 9/30/25

Maintained all City Parks bathrooms and grounds.

Maintained BCC as needed after events.

Maintained all trashcans on piers and bird walk.

Maintain ball fields at Wilson Park, rake and weed control.

Complete Park inspections forms and do repairs as needed.

Trim small limbs at Lighthouse, Bayfront and BCC.

Repaired several lights at LHB pier and repaired wire problem at Bayfront pier on the left side.

Repaired drinking mounted on LHB pier bathroom and the on the trail next to the pool.

Replace missing quarry rock at Bayfront around bulkhead.

Pressure Washed pavilion at George Adams Park and Bayfront.

Replace 3 LED entrance lights at BCC.

Reconstructed border and installed EWF in playscape at NW side of George Adams Park.

Removed shrubs at City Hall next to parking lot.

A gated entrance was installed at LHB and installed bollards on each side of the entrance.

A shaded cabana was built at Butterfly Park.

QUARTERLY REPORT

8/1/2025-10/1/2025

Leak checks-52 which resulted in curbstop replacements, gasket replacements and Tee connection replacements

Final reads- 143

New service/turn on-133

Pull meter-2

Temporary service off-13

Lock out-11

Meter/Node swap-78

General info on meter in ground-136

Test water pressure-6

Reconnect water service-366

Disconnect-156

Reinstate-367

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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0000000932	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	08/14/2025	08/14/2025	08/14/2025	0.00	0.00
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NEEDS WATER ON FOR INSPECTION
 SWAP OLD METER FOR MULLER AND NODRETURN ON FOR INSPECTION
 NEEDS WATER ON FOR DEREK TO INSPECT

0000000931	Completed	Non-PM	Medium	Preventive Maintenance	Other	Water Meters			Britney Hogan	08/14/2025	08/14/2025	08/14/2025	0.00	0.00
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WATER NEEDS TO BE TURNED ON FOR INSPECTION-HAS NOT HAD SERVICE SINCE 2020
 turned on service for inspection no leaks (Roel)

0000000930	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	08/14/2025	08/14/2025	08/14/2025	0.00	0.00
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CHECK FOR LEAK-METER HAS STANDING WATER
 CFL FOUND LEAK ON CUSTOMER SIDENOTIFIED TENNENT

0000000929	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	08/14/2025	08/14/2025	08/14/2025	0.00	0.00
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CHECK FOR LEAK AT METER-PIT STOP
 CFL FOUND LEAK ON CUSTOMER SIDENEED TO CHANGE METER FOR MULLERIM GOING TO CONTACT OWNER MONDAY

0000000923	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	08/07/2025	08/07/2025	08/08/2025	0.00	0.00
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CHECK FOR LEAK AT METER
 checked for leak at. meter leak was on customer side by the house (Roel)

0000000922	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	08/07/2025	08/14/2025	08/14/2025	0.00	0.00
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Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

REXCO NEEDS A SWAP OUT. OLD SENSUS METER IN THE PIT. THIS IS LOCATED NEAR THE NEW BLDG NEXT TO THE AWNING. CALL EDDIE AT 361-920-2575 IF YOU NEED HELP LOCATING
 SWAPPED OLD FOR A MULLER METER WITH NODECHANGE BOX

0000000889	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Roel Rodriguez	07/03/2025	07/03/2025	07/03/2025	0.00	0.00
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check for leak at meter and make contact with customer 361-655-9320
 NO LEAK AT METER UTILITIES IS GOING TO INSPECT AS THEY BELIEVE IT TO BE A WATER MAIN BREAK
 Contact customer Yolanda Muniz @ 361-655-9320

0000000888	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/03/2025	07/03/2025	07/03/2025	0.00	0.00
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NEW SERVICE-TURN ON
 NEW SERVICE ALREADY ON

0000000887	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/03/2025	07/03/2025	07/03/2025	0.00	0.00
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FINAL-TURN OFF-MOVED
 turned off service and locked. (Roel.)

0000000886	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/03/2025	07/03/2025	07/03/2025	0.00	0.00
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FINAL TURN OFF-MOVED
 turned off service. (Roel.)

0000000885	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/03/2025	07/03/2025	07/03/2025	0.00	0.00
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FINAL TURN OFF-MOVED
 FINAL TURN OFF

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

0000000884	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/03/2025	07/03/2025	07/03/2025	0.00	0.00
TURN OFF-MOVED														
FINAL TURN OFF														

0000000883	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/03/2025	07/03/2025	07/03/2025	0.00	0.00
NEW SERVICE TURN ON														
NEW SERVICE TURN ON														

0000000882	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
INFO-LEAK CHECK-THIS ADDRESS IS USING 14GPH AND RISING. BUT LAST CHECKED IT SHOWED THAT METER WAS NOT RUNNING. DO YOU THINK IT IS PROGRAMMED TO THE WRONG ADDRESS? SEE WHAT MAY BE HAPPENING.														
no leaks indicated on meter turned on spiked outside and meter started to show usage turned off and meter stopped so it should be the right meter. (Roel)														

0000000879	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
INFORMATION NEEDED-IS THERE A NODE ON THIS METER? THIS DOES NOT SHOW UP IN SENTRYX														
METER # 71218128NODE #5740156READING-810NOT ABLE TO PROGRAM														

0000000878	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
INFORMATION-NEED ALL METER INFORMATION ON 27 BLUE HERON DR S. METER SET-NOT IN SENTRYX. NO WORK ORDER TO ATTATCH. METER NUMBER & NODE SHOWS PULLED IN INCODE														
METER # 71217355NODE# 8031612READING: 000IF NEEDED SEE ATTACHED PHOTOS														

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

0000000877	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
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TURN ON NEW SERVICE

turned on new service. (Roel.)

0000000876	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
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RECONNECT

RECONNECTED

0000000875	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
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RECONNECT

reconnect. (Roel.)

0000000873	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
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NEW SERVICE-TURN ON

New service meter was already on (Roel.)

0000000872	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
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FINAL TURN OFF

turned off service. (Roel.)

0000000871	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	07/01/2025	07/01/2025	07/01/2025	0.00	0.00
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Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Assel	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														
TURN OFF TEMP SERVICE														
TURN OFF TEMP OFF														
000000708	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	05/27/2025	07/01/2025	07/01/2025	0.00	0.00
SET THE METER FOR TDECU -COMMERCIAL -GET ME THE METER & NODE INFO WHEN DONE. ALL FEES HAVE BEEN PAID														
SET AND PROGRAM MAIN WATER LINE I DID NOT PROGRAM IRR AS IT IS NOT IN SENTRYX														
000000587	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Britney Hogan	04/29/2025	07/01/2025	07/01/2025	0.00	0.00
LOCK OUT-IDLE ACCOUNT WITH USAGE														
PLACED PLUG CONFIRMED IN SENTRYX NO FLOW														
000000574	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Roel Rodriguez	04/23/2025	07/01/2025	07/01/2025	0.00	0.00
POSSIBLE CROSSED METERS IN COMPLEX-VERIFY IF UNIT MATCHES BOXE AND METER INFO. SOMETHING IS WRONG HERE														
VERIFIED AND SET ALL METERS AND NODES														
000000484	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Meters			Roel Rodriguez	04/08/2025	07/01/2025	07/01/2025	0.00	0.00
TAP & METER SET FEES FOR RANDLE RD (PROPERTY ID 40850) HAVE BEEN PAID														
METER AND NODE ARE SET ON PROPERTY LINE														

Records Selected: 26

Total Cost \$ 0.00
Total Hrs 0.00

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

Filter:

Search:

Advanced Filters: [Site] Equals 'Water Meters' And [Site] Equals 'Water Meters' And [Completed] Between '07/01/2025' And '09/30/2025'

Tags:

Utility Maintenance Quarterly Report

For the month of July, the Utility dept. did 2 Main breaks, 2-meter replacement, 2 checks for leaks, 5 sewer complaints, 3 sewer service line repairs, 1 hydrants replacement. 7 water service line repairs

For the month of August, the Utility dept. did 19 main breaks, 9 checks for leaks, 2 sewer complaints, 1 hydrant replacement, 5 water service line repairs

For the month of September, the Utility dept. did 15 main breaks, 3 checks for leaks, 3 sewer complaints, 2 sewer service line repairs, 1 hydrant replacement, 2 water service line repairs

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
WO001025	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/15/2025	09/30/2025	09/30/2025	0.00	0.00
Work requested Action Taken Comments Repair water main Dug the grass up to find out that 8" ac main had a crack around it use a 71/2" clamp (9.27-9.67) to fix the problem backfill Clean up needed														
WO001024	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/15/2025	09/28/2025	09/30/2025	0.00	0.00
Customer called that the previous repair its leaking Dug the grass up to find out that previous clamp that got installed was leaking tighten the clamp to fix the problem backfill Clean up needed														
WO001023	In Progress	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/15/2025	09/27/2025	09/27/2025	0.00	0.00
Fire dept. called that there was a sink hole on the road and it was wet Dug the road up to find out that 3/4" poly line had a crack in it close to the corporation. Turn the water off and replace 2 ft of poly used a coupling(cts x cts) to reconnect the poly. backfill Road repair needed														
WO001021	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/15/2025	09/27/2025	09/27/2025	0.00	0.00
Repair water main Dug up the driveway to find out that 6" ac main had a crack around it used a 71/2" clamp (7.05-7.45) to fix the problem. backfill clean up needed														
WO001020	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/15/2025	09/21/2025	09/21/2025	0.00	0.00
Repair water main Dug up the grass to find out that 4" cast iron main had a hole in it used a 71/2" clamp (4.74-5.14) to fix the problem. Backfill Clean up needed														
WO001017	Completed	Non-PM	Medium	Preventive Maintenance	Water Leak	Water Distribution			Mario Garza	10/08/2025	09/20/2025	09/20/2025	0.00	0.00

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														
Repair water main														
Dug the grass up to find out that 8" cast iron pipe had a crack around the pipe used a 7 1/2" clamp (8.99-9.39) to fix the problem. Backfill Clean up needed														
WO001016	In Progress	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/06/2025	09/16/2025	09/17/2025	0.00	0.00
Repair water main														
Dug up the road to find out that 6" ac main had a crack around the pipe used a 7 1/2" clamp to fix the problem Backfill Road repair needed														
WO001015	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/06/2025	09/16/2025	09/16/2025	0.00	0.00
Repair water main														
Dug up the grass to find out that 8" ac main had a crack around the pipe used a 7 1/2" clamp (9.27-9.67) to fix the problem Backfill clean up needed														
WO001014	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/02/2025	09/15/2025	09/15/2025	0.00	0.00
Repair water main														
dug up the grass to find out that 4" cast iron pipe had a hole in it used a 7 1/2" clamp (4.95-9.35) to fix the problem 10/6/25 Redig the area because the clamp was leaking backfill clean up needed														
WO001013	In Progress	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	10/02/2025	09/14/2025	09/15/2025	0.00	0.00
Repair water main														
Dug the road up to find out that 6" cast iron pipe had a hole in it used a 7 1/2" (6.84-7.24) clamp to fix the problem Backfill clean up needed Road repair needed														
WO001010	Closed	Non-PM		Reactive Maintenance	Water Leak	Water Distribution				09/29/2025		09/30/2025	0.00	0.00
This is a previously repaired line. Mr hears house.														
dug the grass up to find out that 6" clamp was leaking thig the clamp to fix the problem backfill clean up needed														

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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WO001004	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/23/2025	09/07/2025	09/07/2025	0.00	0.00
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Customer called that there was water coming out of the meter box
 dug the meter box out to find out that 3/4" poly had a crack around it cut it off and fix it with a coupling backfill

WO001002	Completed	Non-PM	Medium	Reactive Maintenance	Dress up (utility)	Water Distribution			Mario Garza	09/23/2025		09/23/2025	0.00	0.00
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Clean up needed
 clean up the road and grass and level it up

WO001003	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/23/2025	09/13/2025	09/13/2025	0.00	0.00
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Repair water main
 Dug the grass up to find out that 8" ac main had a crack around the pipe used a 7 1/2" (9.27-9.67) to fix the problem Backfill clean up needed

WO000994	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/23/2025	09/13/2025	09/13/2025	0.00	0.00
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Customer called there was water coming out of the meter box
 Contractor that was working at this property broke their service line found the customer's shut off and turn the water off for them

WO000991	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	09/22/2025	09/08/2025	09/22/2025	0.00	0.00
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Customer called that there was water coming from under the driveway
 Dug the grass up and under the driveway to find out that 6" Cast iron pipe had a crack around it used a 7 1/2" (6.84-7.34) clamp to fix the problem Backfill Clean up needed

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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WO000990	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	09/22/2025	09/07/2025	09/22/2025	0.00	0.00
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Work requested
 Action Taken
 Comments
 Customer called that there was water pushing out of the ground
 Dug the grass up to find out that a dresser was leaking on a 6" ac main turn the water off and replace the dresser Backfill Clean up needed

WO000989	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	09/22/2025	09/06/2025	09/22/2025	0.00	0.00
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Customer called that there was water pushing
 Dug up the grass to find out that 6" ac main had a crack around the pipe used a 7 1/2" (7.05-7.45) clamp to fix the problem Backfill Clean up needed

WO000992	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/22/2025	08/24/2025	08/24/2025	0.00	0.00
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Fire dept. called that there was water coming out of the ground next to the fire hydrant
 turn the water off and dug the grass up to find out that the mega lug at the bottom of the hydrant was leaking replace the mega lug with a new one and reconnect the pipe back to the valve Backfill Clean up needed

WO000987	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/22/2025	08/23/2025	08/23/2025	0.00	0.00
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Customer called that there was water coming out of the meter box
 Pump out the water out of the meter box to find out that the curbstop was broken. Dug the service down and cut the copper off to replace the curbstop used a coupling to reconnect the line back backfill clean up needed

WO000986	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/22/2025	08/22/2025	08/22/2025	0.00	0.00
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Repair water main
 Dug up the grass to find out that 6" ac main had a crack around the pipe used a 7 1/2" clamp (7.05-7.45) to fix the problem backfill clean up needed

WO000985	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/22/2025	08/21/2025	08/21/2025	0.00	0.00
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Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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Work requested
 Action Taken
 Comments
 repair water main
 Dug up the grass and find out that 4" CI main had a crack around the pipe in between 2 clamps turn the water off and replace 4 ft of pipe used 2 dressers to reconnect everything. backfill clean up needed

WO000984	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/22/2025		08/21/2025	0.00	0.00
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Parks dept. called that there was a leak at the pool
 Water service line was crack near a curbstoep cut the poly up and replace the curbstoep backfill

WO000983	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/22/2025	08/09/2025	08/09/2025	0.00	0.00
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Repair water main
 Dug the grass up to find out that 6" ac main had a crack in it used a 7 1/2" clamp (7.45-7.45) to fix the problem Backfill clean up needed

WO000979	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	09/18/2025	08/10/2025	08/10/2025	0.00	0.00
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Repair water main
 Dug the grass up to find out that 6" ac main had a crack around it install a 7 1/2" clamp (7.05-7.45) to fix the problem Backfill clean up needed

WO000960	Completed	Non-PM			Water Leak	Water Distribution			Mario Garza	09/01/2025		09/18/2025	0.00	0.00
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Apt 1401
 those are private buildings

WO000959	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/29/2025	08/30/2025	09/18/2025	0.00	0.00
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Find and repair water leak
 Dug up 6in ac water main and service lines, water leak on main under tap saddle, turned off water, removed old tap saddle and service lines, installed 7.05-7.45 repair clamp over old tap, installed new 6.90-7.4 saddle, drilled new tap, installed new service lines, 1in x 3/4in tee, and new curb-stops, turned water on, checked for leaks, backfill clean up needed

Work Order Summary w/ Details

Date Printed: 10/17/2025.

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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WO000958	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/28/2025	08/28/2025	09/18/2025	0.00	0.00
Repair water main														
Dug up 6in AC water main, installed 7.05-7.45 repair clamp on crack, checked for leaks, backfill (needs cleanup)														

WO000957	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/27/2025	08/26/2025	09/18/2025	0.00	0.00
Fix water main under driveway														
Dug up 6in AC water main under driveway, installed 7.05-7.45 repair clamp, checked for leaks for leak, backfill														

WO000956	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/27/2025	08/26/2025	09/18/2025	0.00	0.00
Turn water off for repair														
Turned off water at independence and Virginia for contractors to fix 12 in water main														

WO000948	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	08/19/2025	08/18/2025	08/21/2025	0.00	0.00
Turn off water														
Went to shut water off at meter, customer found valve on his water line and turned the water off														

WO000947	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	08/19/2025	08/18/2025	08/21/2025	0.00	0.00
Turn water off														
Shut off water to sea breeze apartment, leak on customer side														

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
WO000946	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	08/19/2025	08/18/2025	09/23/2025	0.00	0.00
Work requested Action Taken Comments Check for leak at meter Pumped water out of meter box, checked meter for flow, no water going through meter, talked to customer about us coming out to dig up city side service line														
WO000944	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/18/2025	08/18/2025	09/18/2025	0.00	0.00
Repair water main Dug up 8in ac water main, water main cracked on bottom half of pipe, measured pipe with OD tape, installed 9.70-10.10 8in by 7 1/2in repair clamp clean up needed														
WO000943	Closed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	08/18/2025	08/18/2025	09/18/2025	0.00	0.00
Replace hydrant Dug up hydrant, shut water off at valve by hydrant, cut pipe at edge of hydrant, pulled out old hydrant, installed new hydrant with new gasket and 6in mega lug, turned water on to check for leaks, no leaks found, backfill Road patch needed														
WO000942	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/18/2025	08/17/2025	09/18/2025	0.00	0.00
Repair water main Dug up 2in cast iron water main, installed 2.35-2.63 2in by 7 1/2in repair clamp, checked for leaks, backfilled clean up needed														
WO000941	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/18/2025	08/18/2025	09/18/2025	0.00	0.00
Check leak near meter Leak at meter flange, tightened up bolts on meter flange, leak stopped														
WO000940	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	08/18/2025	08/17/2025	09/18/2025	0.00	0.00

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Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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Work requested
 Action Taken
 Comments
 Leak in backyard
 Water standing in between meters, couldn't see a push, waited till Monday to dig up and find leak Leak was on the customer side no one answer the door, left a door tag dug it up leak on customer side

WO000938	Closed	Non-PM		Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/15/2025		08/15/2025	0.00	0.00
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WATER COMING OUT OF THE ROAD
 Main break was at 102 E South st dug the grass up to find out that 6" ac main had crack around the pipe used a clamp (7.05-7.45) to fix the problem. backfill clean up needed

WO000936	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Mario Garza	08/15/2025		08/15/2025	0.00	0.00
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Low pressure
 check the pressure at the meter it was good notify customer that the problem was on his side
 Customer says the isn't enough pressure to pop the sprinkler heads up anymore. The irrigation system and the house are on the same meter.

WO000935	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	08/15/2025		08/15/2025	0.00	0.00
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Check for leak
 Dug the grass up to find out that 6" ac main had crack around the pipe used a clamp (7.05-7.45) to fix the problem. backfill Clean up needed
 The leak is by the driveway on the Virginia St. side of the property.

WO000928	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Mario Garza	08/14/2025	08/10/2025	08/10/2025	0.00	0.00
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Customer called that there was water going down the street
 Dug the grass up to find out that 6" ac water main had a crack around it install a clamp (7.05-7.45) to fix the problem. Backfill Clean up needed

WO000926	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/13/2025	08/13/2025	08/13/2025	0.00	0.00
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Check for leak
 Pumped water out of meter box, customer came out told me the leak was on her side, turned water off at curbstop

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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WO000925	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/13/2025	08/12/2025	08/13/2025	0.00	0.00
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Check out water leak
 Pumped water out of meter box, water pushing from customer side of meter box, meter was showing 3 gallons of water going through it, shut water off at curb stop, knocked on customer door no one answered, left door hanger

WO000921	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/06/2025	08/02/2025	08/08/2025	0.00	0.00
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Repair water main
 Dug up 6in cast iron main, cleaned off pipe at leak, installed repair clamp, checked for leaks, backfill Clean up needed

WO000920	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/06/2025	08/02/2025	08/08/2025	0.00	0.00
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Repair water line
 Dug up the grass to find out that 6in ac water main had crack around it installed repair clamp (7.05-7.45) to fix the problem checked the area for leak, backfill Clean up needed

WO000919	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/04/2025	08/04/2025	08/13/2025	0.00	0.00
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Fix water line leaking in road
 Dug up 3/4 service line from 2in pvc main to the meter, turned water off, replaced tap saddle, replaced corporation valve, ran new 3/4 poly line, replaced 3/4 straight curb stop, turned water on, check for leaks, backfill with sand and limestone Road repair needed

WO000918	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	08/04/2025	08/04/2025	08/08/2025	0.00	0.00
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Fix water leak
 Dug up the grass to find out that 2in cast iron water main had a crack around it cleaned off pipe, installed repair clamp (2.35-2.63) checked for leak, backfill (needs clean up)

Work Order Summary w/ Details

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Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned-To	Originated	Expected	Completed	Cost \$	Hour(s)
WO000914	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/29/2025	07/29/2025	08/13/2025	0.00	0.00
<p>Work requested</p> <p>Action Taken</p> <p>Comments</p> <p>Hydrant leaking</p> <p>Leak was in meter box, turned water off and leaked stop, turned water back on and felt around in meter box, felt the leak coming from customer side pvc line, turned water off and told management about the leak</p>														
WO000913	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	07/29/2025	07/26/2025	08/12/2025	0.00	0.00
<p>Check why customer had no water</p> <p>Drove up and down west railroad looking for leak on 2in line, checked meters going down railroad to make sure none had been turned off, checked water at facets to make sure there was water going down west railroad, found no meter shut off, and no problems on city side</p>														
WO000912	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	07/29/2025	07/26/2025	08/13/2025	0.00	0.00
<p>Customer couldn't shut her water off</p> <p>Customer wanted to make sure we could shut the water off, customer had a leak inside her house was going to call a plumber, I turned water off at the curbstop, checked the water was off at her outside faucet, turned water back on</p>														
WO000911	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/29/2025	07/28/2025	08/13/2025	0.00	0.00
<p>Fix water leak</p> <p>Dug up 3/4 copper line, found where it was damaged from gas line install, cut out damage part of service line, replaced with 3/4 poly and two couplings, check for leaks, backfill/Clean up needed</p>														
WO000908	Closed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	07/25/2025	07/24/2025	07/28/2025	0.00	0.00
<p>Turn water off leak on customer side 7/25/25 hydro excavate the meters to find out that 1" poly was leaking at the tee. Turn the water off and replace the tee. Backfill</p> <p>Turned off water at city side curbstop</p>														
WO000907	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	07/24/2025	07/24/2025	07/28/2025	0.00	0.00

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Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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Change water meter
 Dug up 3in meter, turned water off, unbolted and removed old meter, cut out male adapter from valve to add more pipe in, connected the flange and new male adapter piece with a coupling, installed new meter, turned water on, checked for leaks for leaks, backfill

WO000906	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/23/2025	07/23/2025	07/28/2025	0.00	0.00
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Fix water leak in ditch
 Dug up 2in pvc water line, found leak at clamp and near bell end, turned water off, cut out pipe behind bell end and clamp, replace 2in pvc line with two dressers, turned water on, checked for leaks, backfill (needs clean up)

WO000905	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/23/2025	07/22/2025	07/28/2025	0.00	0.00
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Fix water leak at faucet
 Dug up faucet down to the 90, installed 1in pvc by cts coupling, ran 3 feet of poly, installed another 1in pvc by cts coupling, 2 90s and the faucet, check for leaks, secured the faucet, backfill

WO000903	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/22/2025	07/21/2025	07/28/2025	0.00	0.00
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Check water leak
 Turned water off at meter, leak was on customer side, told the people that live there

WO000902	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	07/21/2025	07/21/2025	07/28/2025	0.00	0.00
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Change water meter at splash pad
 Turned water off, dug up 4in water meter, removed bolts from meter, take out meter, install new meter, turn water on, check for leaks, backfill

WO000900	Completed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/21/2025	07/19/2025	07/28/2025	0.00	0.00
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Turn water off at splash pad

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Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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Work requested:
Action Taken
Comments
Turned off water at splash pad

WO000899	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/17/2025	07/16/2025	07/23/2025	0.00	0.00
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Repair water leak in road

Dug up 2in pvc water line, found the leak at male adapter, turned water off, cut out male adapter and broken valve, installed 42in of 2in pvc with two dressers, turned water on; checked for leaks, backfill Road repair needed

WO000897	Closed	Non-PM	Medium	Reactive Maintenance	Dress up (utility)	Water Distribution			Ryan Chapman	07/14/2025	07/14/2025	07/21/2025	0.00	0.00
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Repair water leak

Dug up 3/4 copper line from meter to water main, turned water off, removed 3/4 copper line, replaced with 3/4 poly line, turned water on, checked for leaks, backfill (needs clean up)

WO000891	Closed	Non-PM	Medium	Reactive Maintenance	Water Leak	Water Distribution			Ryan Chapman	07/03/2025	07/03/2025	07/10/2025	0.00	0.00
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Repair leaking service line

Dug up 3/4 poly service line, found pinhole leak in line, cut out damaged part of line, installed 3/4 coupling, checked for leaks backfill Clean up needed

WO000890	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	07/03/2025	07/03/2025	07/21/2025	0.00	0.00
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Repair the service line that the Line Tec broke

Dug up the service line back to find they pull the 3/4" copper out of a coupling turn the water off and replace the copper line with poly backfill

WO000870	Completed	Non-PM	Medium	Reactive Maintenance	Other	Water Distribution			Ryan Chapman	06/30/2025	06/30/2025	07/01/2025	0.00	0.00
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Repair broken water line

Shut water off, dug up 3/4in pvc line, cut out broken part of the pvc line, glued in new coupling, 3/4 in. pvc, and 3 90s, installed new faucet, turned water on, checked for leaks, backfilled

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Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments:														

WO000869	Closed	Non-PM	Medium	Improvements	Other	Water Distribution			Ryan Chapman	06/30/2025	06/30/2025	07/01/2025	0.00	0.00
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Run water line to flower box

Dug up 6in pvc water main, dug a trench from water main to flower box, installed tap saddle and 1in corporation valve, tapped water main, ran 25 feet of 1in poly line, installed 1in 90 degree curb stop, 1in by 6in nipple, reduced line from 1in to 3/4in with bushing ran 3/4 pvc line up the back of the brick on the flower box, installed water faucet and secured it to the wall, turned water on, checked for leaks, backfilled (needs cleanup)

Records Selected: 65

Total Cost \$ 0.00
Total Hrs 0.00

Report Parameters

Filter:

Search:

Advanced Filters: [Site] Equals 'Water Distribution' And [Site] Equals 'Water Distribution' And [Completed] Between '07/01/2025' And '09/30/2025'

Tags:

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order#	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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WO001031	Completed	Non-PM	Medium	Reactive Maintenance	Sewer Backup	Wastewater Collection			Mario Garza	10/16/2025	07/17/2025	07/17/2025	0.00	0.00
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Monterrey Cafe called that the sewer was backing up
Run the manhole at Eveline and Broadway towards Bay st 180 ft to clear the line

WO001030	Completed	Non-PM	Medium	Reactive Maintenance	Sewer Backup	Wastewater Collection			Mario Garza	10/16/2025	07/17/2025	07/17/2025	0.00	0.00
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Green Iguana called that the sewer was backed up
Run the sewer jet hose thru their clean out 40 ft to clear the line

WO001022	Completed	Non-PM	Medium	Reactive Maintenance	Sewer Backup	Wastewater Collection			Mario Garza	10/15/2025	09/27/2025	09/27/2025	0.00	0.00
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Customer called that the sewer was not draining
Customer did not have a clean out on the front of the property were the main run Notify the customer that we couldn't help them without a cleanout

WO001019	Completed	Non-PM	Medium	Reactive Maintenance	Sewer Backup	Wastewater Collection			Mario Garza	10/15/2025	09/20/2025	09/20/2025	0.00	0.00
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Customer called that the sewer wasn't draining
Run the sewer jet hose thru the cityside clean out 10 ft to clear the line

WO000995	Completed	Non-PM	Medium	Reactive Maintenance	Other	Wastewater Collection			Mario Garza	09/23/2025		09/23/2025	0.00	0.00
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check clean out

WO000982	Completed	Non-PM		Reactive Maintenance	Sewer Backup	Wastewater Collection			Mario Garza	09/20/2025		09/22/2025	0.00	
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Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
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Work requested
 Action Taken
 Comments
 I have sewer backup on the city's side
 Customer does not state the address where the problems is at

WO000949	Completed	Non-PM	Medium	Reactive Maintenance	Other		Wastewater Collection		Ryan Chapman	08/20/2025	08/20/2025	08/21/2025	0.00	0.00
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Clear sewer main
 Ran the sewer jet 10 feet through 6in dead end clean out, service lines clear

WO000933	Completed	Non-PM		Reactive Maintenance	Sewer Backup		Wastewater Collection		Ryan Chapman	08/14/2025		08/14/2025	0.00	0.00
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SEWER POURING OUT OF MANHOLE
 It was a main break 6" cast iron pipe had a small crack in it used a clamp (6.84-7.24) to fix the problem Backfill

WO000915	Completed	Non-PM	Medium	Preventive Maintenance	Other		Wastewater Collection		Ryan Chapman	07/30/2025	07/30/2025	08/15/2025	0.00	0.00
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Raise dead end cleanout
 Dug up 6in sewer dead end clean out, raised clean out and installed 6in cap

WO000901	Completed	Non-PM	Medium	Reactive Maintenance	Sewer Backup		Wastewater Collection		Ryan Chapman	07/21/2025	07/20/2025	07/21/2025	0.00	0.00
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Sewer complaint
 City side clean out was empty, told customer the problem was on there side

WO000898	Completed	Non-PM		Reactive Maintenance	Sewer Backup		Wastewater Collection		Mario Garza	07/15/2025	07/21/2025	07/21/2025	0.00	0.00
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Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

The trailer park that I have one of my homes on has an issue with a city manhole that is overflowing with raw sewage and other matters. I currently rent out trailer 41 as well as 27. For the last 2 weeks the odor of sewage has been overwhelming and walking the trailer park I noticed that the manhole that is right behind trailer 43 is full of water that smells bad and has raw sewage coming out of it. I use to work with the city of Point Comfort and know how unsanitary it is and is a health hazard for the residents of this park. Can you look into this because I know firsthand that the chances of someone getting sick are very high. Working in Point Comfort Water Department I was infected with Hepatitis because of manhole issues we had and I am concerned about the health of the residents and their children. I informed the city last week and they did come out to check but the worker stated that the manhole down the line was clear and the park owner was responsible for the manhole in front of property. I know for a fact that the city is responsible for every manhole that drains into creeks, rain overflow, culverts, etc. The worker assured me that he checked the manhole before the creek but after he left I went to check it myself but since the manhole cover is rusted shut and cannot be pried open it appears as if he was not able to open it because I tried myself as a concerned citizen looking out for the health of others. Can you please resolve this issue? If nothing is done, I have no choice but to contact the Department of Health in Austin and file a complaint in reference to inaction of the City of Port Lavaca. I truly do not want to go that route but because of the concern of a hazard to public health, I will as a last resort.

Check the manhole were the trailers sewer line discharge into it was empty notify the tenant at Trailer 42 that they had to call the landlord to contract a plumber because the sewer line inside the property is private

WO000894	Completed	Non-PM	Medium	Reactive Maintenance	Other	Wastewater Collection			Ryan Chapman	07/07/2025	07/07/2025	07/10/2025	0.00	0.00
Repair broken sewer line														
Dug up 4in pvc sewer line, cut out broken part of the line, install a 45pvc coupling and a wye with a 45 pvc coupling to make a city side clean out, backfill														

WO000893	Closed	Non-PM	Medium	Reactive Maintenance	Other	Wastewater Collection			Ryan Chapman	07/07/2025	07/07/2025	07/21/2025	0.00	0.00
Repair broken sewer line														
Dug up 4in pvc sewer line, cut out broken part of the line, install 45 wye and 45 to make a city side clean out, backfill														

Records Selected:	13												Total Cost \$	Total Hrs
													0.00	0.00

Report Parameters

Filter:

Search:

Advanced Filters: [Site] Equals 'Wastewater Collection' And [Site] Equals 'Wastewater Collection' And [Completed] Between '07/01/2025' And '09/30/2025'

Tags:

WASTEWATER QUARTERLY REPORT

FOR THE MONTH OF JULY WASTEWATER DID THEIR DAILY DUTIES AND REMOVE THE GEAR BOX FOR CLARIFIER 2 AND REPLACE THE ROTARY ASSEMBLY FROM PUMP 2 AT BROOKHOLLOW ESTATES LIFTSTATION

FOR THE MONTH OF AUGUST WASTEWATER DID THEIR DAILY DUTIES AND HAD THE QUARTERLY BIO SAMPLES DONE ALSO REPLACE PUMP 1 AT SHELLFISH LIFTSTATION AND HELP RE INSTALL THE GEAR BOX FOR CLARIFIER 2

FOR THE MONTH OF SEPTEMBER WASTEWATER DID THEIR DAILY DUTIES AND ALSO REPLACE THE ROTARY ASSEMBLY FOR PUMP 2 AT SHELLFISH ASSEMBLY AND CLEAN THE INSIDE OF CLARIFIER 2 AND CLEAN SAND BED 2 OF WEEDS

Streets Quarterly report

July - September 2025

Install culvert pipe behind 600 Block of Juanita St, Level in back by filling with dirt.

Potholes on Fulton St, 217 E South St, Sailboat St, 1101 N. Benavides, 211 Oakglen, S. Nuecess and Center, 702 Brookhollow, 522 Brookhollow, 712 Brookhollow, 309 N. Colorado St, 744 Westwood, 136 Trinity Shores, Seadrift Street (past the bus barn going to 1090), 303 Cavelier Dr, 202 Golden way, 204 E. Mahan St, 510 Travis St, 116 Biloxi St, 700 Block of Border St, 114 La Salle Blvd, 600 Block Leona St, East Wilson St, 4 way stop on George and Half League, 1915 – 1917 Shofner, Holloman St, Newlin St, 401 N Commerce, Bay St, La Villa St, Pinta St,

Install bollards at Light House Beach

Speed Humps at 126 Elizabeth, 1406 Burkedale, 1413 Springwood

Curve repair at 314 - 308 Charlotte Dr, 1116 – 1202 Schooley St

Seal Coat Schooley St from 1108 - 1401

Paint Crosswalk lines on Calhoun St, Paint yellow lines on Tiney Browning

Cut grass as needed, clean curves on Live oak and Leona St, Remove palm tree growing in PD parking lot.

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

WO000981	Completed	Non-PM		Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/20/2025		09/23/2025	0.00	0.00
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There is a pothole joining our driveway that I have put in the petal at least 2 times previously. Please fill!!
 potholes were cleaned out and filled with cold mix

WO000980	Completed	Non-PM	Medium	Improvements	Other	Streets, Signs & Sidewalks			Jose Perez	09/18/2025		09/18/2025	0.00	0.00
Speed Humps														

WO000978	Completed	Non-PM	Medium	Improvements	Other	Streets, Signs & Sidewalks			Jose Perez	09/18/2025		09/18/2025	0.00	0.00
Speed Bump														
Installed speed humps														

WO000977	Completed	Non-PM	Medium	Improvements	Other	Streets, Signs & Sidewalks			Jose Perez	09/17/2025		09/17/2025	0.00	0.00
Crosswalk Painting														
Painted new lines creating a crosswalk														

WO000976	Completed	Non-PM	Medium	Improvements	Other	Streets, Signs & Sidewalks			Jose Perez	09/17/2025		09/17/2025	0.00	0.00
Speed Humps														
Speed humps were installed across the road														

WO000970	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/16/2025		09/16/2025	0.00	0.00
Pothole														

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														
Potholes were cut out cleaned and filled with cold mix														

WO000969	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/16/2025		09/16/2025	0.00	0.00
Pothole														
Potholes were cut out cleaned and filled with cold mix														

WO000968	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/16/2025		09/16/2025	0.00	0.00
Pothole														
Potholes were cut out cleaned and filled with cold mix														

WO000967	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/16/2025		09/16/2025	0.00	0.00
Pothole														
Cutout cleaned and filled with cold mix														

WO000966	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/16/2025		09/16/2025	0.00	0.00
pothole														
Potholes were cut out clean and filled with cold mix														

WO000965	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/08/2025		09/08/2025	0.00	0.00
Pothole														
Pothole was cut out cleaned and filled with cold mix														

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
WO000964	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/08/2025		09/08/2025	0.00	0.00
Work requested														
Action Taken														
Comments														
Pothole														
Potholes were cutout cleaned and filled with cold mix														
WO000963	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/08/2025		09/08/2025	0.00	0.00
Pothole														
Potholes were cutout cleaned and filled with cold mix														
WO000962	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/08/2025		09/08/2025	0.00	0.00
Pothole														
Potholes were cut out cleaned and filled with cold mix														
WO000961	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	09/08/2025		09/08/2025	0.00	0.00
Pothole														
potholes were cut out cleaned and filled with cold mix.														
WO000955	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	08/22/2025		08/22/2025	0.00	0.00
Pothole														
Potholes were cut out cleaned and filled with cold mix														
couple of potholes on the road														
WO000954	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	08/22/2025		08/22/2025	0.00	0.00

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

Pothole
 Pothole was cutout cleaned and filled with cold mix

WO000952	Completed	Non-PM	Medium	Improvements	Other	Streets, Signs & Sidewalks			Jose Perez	08/21/2025		08/22/2025	0.00	0.00
install bollards														
installed bollards at light house beach using oger														

WO000951	Completed	Non-PM	Medium	Improvements	Other	Streets, Signs & Sidewalks			Jose Perez	08/21/2025		08/21/2025	0.00	0.00
painting														
crosswalk lines was painted														
painting the crosswalk														

WO000950	Completed	Non-PM	Medium	Improvements	Other	Streets, Signs & Sidewalks			Jose Perez	08/21/2025		08/21/2025	0.00	0.00
painting														
cross walk lines were painted														
paint crosswalk lines														

WO000937	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	08/15/2025		08/25/2025	0.00	0.00
There is a pot hole in front of the driveway														
pothole was cutout cleaned and filled with cold mix														
There is a pot hole in front of the driveway														

WO000924	Completed	Non-PM		Reactive Maintenance	Curb Repair	Streets, Signs & Sidewalks			Jose Perez	08/11/2025		09/09/2025	0.00	0.00
Repair Curb/Street at 706 Border Street. The road was damaged during a flood, causing the curb to buckle. It's becoming almost impossible to get into the driveway. Thank you.														
area was cleaned and cold mix was placed like a ramp to help vehicles enter and leave better														

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Assét	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

WO000917	Completed	Non-PM		Pothole	Streets, Signs & Sidewalks				Jose Perez	08/04/2025		08/25/2025	0.00	0.00
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Please fill pothole between driveway and road at 116Biloxi St.

Pothole was cutout cleaned and filled with cold mix

WO000916	Completed	Non-PM		Pothole	Streets, Signs & Sidewalks				Jose Perez	07/31/2025		08/25/2025	0.00	0.00
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There are 2 potholes in front of my house and a considerable dip when I drive in and out of my driveway. Was repaired once before but is in need of attention again.

potholes were cutout cleaned and filled with cold mix

WO000910	Completed	Non-PM		Pothole	Streets, Signs & Sidewalks				Jose Perez	07/28/2025		08/25/2025	0.00	0.00
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Fill pothole

WO000904	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	07/22/2025		07/22/2025	0.00	0.00
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pothole

3 Large potholes, all were cut cleaned and filled with cold mix

WO000896	Completed	Non-PM	Medium	Reactive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	07/14/2025		08/21/2025	0.00	0.00
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Fill and dress up holes along the seawall

WO000895	Completed	Non-PM		Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	07/12/2025		07/22/2025	0.00	0.00
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Pothole repair

2 Large potholes were cut out cleaned and filled with cold mix

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

WO000880	Completed	Non-PM			Pothole	Streets, Signs & Sidewalks			Jose Perez	07/01/2025		07/22/2025	0.00	0.00
Fill pothole														

1 large pothole cut cleaned and filled with cold mix

WO000881	Completed	Non-PM			Pothole	Streets, Signs & Sidewalks			Jose Perez	07/01/2025		07/22/2025	0.00	0.00
Fill pothole														

1 large pothole cut cleaned and filled with cold mix

WO000868	Completed	Non-PM	Medium	Reactive Maintenance	Other	Streets, Signs & Sidewalks			Jose Perez	06/26/2025		09/11/2025	0.00	0.00
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There is a large bump in the street in front of his driveway that makes it hard for them to enter/exit it.

area was zipped and bladed

WO000867	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	06/26/2025		07/22/2025	0.00	0.00
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pothole

used patch machine to patch sides of road where turn is at.

repair the edges of the road that's been breaking apart.

WO000640	Completed	Non-PM		Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	05/13/2025		07/28/2025	0.00	0.00
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Fix pothole

patched with cold mix

WO000589	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	04/29/2025		07/28/2025	0.00	108
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Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost.\$	Hour(s)
Work requested														
Action Taken														
Comments														
Pot hole in front of the driveway.														
Pothole was patched using patch truck oil and rock														
WO000500	Completed	Non-PM	Medium	Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	04/11/2025		07/28/2025	0.00	0.00
Pot hole in front of driveway														
WO000433	Completed	Non-PM		Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	03/28/2025		07/28/2025	0.00	0.00
Potholes														
Large pothole was cut out cleaned out and filled with cold mix														
WO000434	Completed	Non-PM		Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	03/28/2025		07/28/2025	0.00	0.00
Potholes														
pothole was cut out cleaned out and filled with cold mix														
WO000432	Completed	Non-PM		Reactive Maintenance	Pothole	Streets, Signs & Sidewalks			Jose Perez	03/28/2025		07/28/2025	0.00	0.00
Pothole														
Large pot hole was cut out cleaned and filled with cold mix														
WO000345	Completed	Non-PM			Pothole	Streets, Signs & Sidewalks			Jose Perez	03/11/2025		09/11/2025	0.00	0.00
Please repair spots on South Street between Guadalupe st. and Colorado st.														
potholes were cut our cleaned and filled with cold mix														

Work Order Summary w/ Details

Date Printed: 10/17/2025

Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost \$	Hour(s)
Work requested														
Action Taken														
Comments														

WO000346	Completed	Non-PM		Pothole	Streets, Signs & Sidewalks				Jose Perez	03/11/2025		09/11/2025	0.00	0.00
Please repair spots on South Street between Guadalupe st. and Colorado st.														
potholes were cutout cleaned and filled with cold mix														

WO000302	Completed	Non-PM		Pothole	Streets, Signs & Sidewalks				Jose Perez	02/18/2025		07/22/2025	0.00	0.00
Repair potholes along roadway that have been washed out due the rain. I have seen multiple cars fall off in this location into these holes.														
A large patch was done leveling the around the area.														

Records Selected: 41 Total Cost \$ 0.00 Total Hrs 0.00

Report Parameters

Filter:
 Search:
 Advanced Filters: [Site] Equals 'Streets, Signs & Sidewalks' And [Site] Equals 'Streets, Signs & Sidewalks' And [Completed] Between '07/01/2025' And '09/30/2025'
 Tags:



LHB Gate and RV revenue report

Rent Roll (campsites only)

Lighthouse Beach RV Park

Report as of 10/17/25
Report covers 7/1/25 to 9/30/25

Arrival Date	Departure Date	Nights	Guest	Site	Confirmation	Referral Source	Reservation Charges	Occupancy Charges	Other Charges	Tax	Total (Tax not included)
Back-In, 30/50 AMP full hook up (PF)											
7/1/25	10/1/25	92	Xavier Cortez	35	R00000002359	Other	\$1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00
7/1/25	10/1/25	92	eric david alaniz	19	R00000002415		\$1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00
7/1/25	7/6/25	5	Armando Escobar	29	R00000002430		\$108.35	\$0.00	\$0.00	\$0.00	\$108.35
7/1/25	8/16/25	46	Uriel Avalos	25	R00000002443	Other	\$975.05	\$0.00	\$0.00	\$0.00	\$975.05
7/1/25	9/16/25	77	Sam Spittler	17	R00000002390	Other	\$1,614.55	\$0.00	\$0.00	\$0.00	\$1,614.55
7/6/25	10/1/25	87	Armando Escobar	29	R00000002463		\$1,845.15	\$0.00	\$2.00	\$0.00	\$1,847.15
7/21/25	7/23/25	2	Diana Tydlacka	33	R00000002488		\$140.00	\$0.00	\$2.00	\$0.00	\$142.00
8/19/25	9/19/25	31	Nolyn selph	31	R00000002528		\$650.00	\$0.00	\$2.00	\$0.00	\$652.00
8/24/25	10/1/25	38	Fisher Baker	30	R00000002534	Other	\$817.69	\$0.00	\$2.00	\$0.00	\$819.69
9/28/25	10/1/25	3	Alberto Chavez	33	R00000002556		\$64.98	\$0.00	\$2.00	\$0.00	\$66.98
Subtotal		473					\$10,115.77	\$0.00	\$10.00	\$0.00	\$10,125.77
Pull-Through, 30/50 AMP full hook up (PF)											
7/1/25	10/1/25	92	Derrick Smith	03	R00000002015		\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
7/14/25	7/20/25	6	Randy Mullins	02	R00000002456		\$420.00	\$0.00	\$2.00	\$0.00	\$422.00
7/21/25	10/1/25	72	Nicole Grubbs	02	R00000002482		\$1,530.60	\$0.00	\$0.00	\$0.00	\$1,530.60
8/3/25	8/5/25	2	Juan Cruz	06	R00000002505	Other	\$140.00	\$0.00	\$2.00	\$0.00	\$142.00
8/20/25	8/21/25	1	James Vaugn	06	R00000002530		\$70.00	\$0.00	\$0.00	\$0.00	\$70.00
9/28/25	10/1/25	3	Luis Elizondo	01	R00000002555		\$64.98	\$0.00	\$2.00	\$0.00	\$66.98
Subtotal		176					\$2,825.58	\$0.00	\$6.00	\$0.00	\$2,831.58
Tent Site, 2 tent max, no amenities (PF)											
7/3/25	7/4/25	1	Juana Isabel Moreno	Tent 5	R00000002468	Other	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
7/4/25	7/5/25	1	Albert Ortiz	Tent 1	R00000002466	Campspot	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
7/4/25	7/5/25	1	Seth edmonds	Tent 2	R00000002470		\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
7/17/25	7/20/25	3	Ronald G Munn	Tent 5	R00000002485		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
7/19/25	7/20/25	1	Adelia Suniga	Tent 1	R00000002472	Campspot	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
7/19/25	7/20/25	1	Adelia Suniga	Tent 2	R00000002472	Campspot	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
7/27/25	7/29/25	2	Lydia Polanco	Tent 5	R00000002491	Campspot	\$50.00	\$0.00	\$2.00	\$0.00	\$52.00
7/28/25	8/1/25	4	Roy selvera	Tent 2	R00000002496		\$100.00	\$0.00	\$2.00	\$0.00	\$102.00
7/29/25	7/30/25	1	Lydia Polanco	Tent 5	R00000002497	Campspot	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
7/29/25	7/30/25	1	Jahaira Torres	Tent 3	R00000002498	Campspot	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00

Rent Roll (campsites only)

Lighthouse Beach RV Park

Report as of 10/17/25
Report covers 7/1/25 to 9/30/25

Arrival Date	Departure Date	Nights	Guest	Site	Confirmation	Referral Source	Reservation Charges	Occupancy Charges	Other Charges	Tax	Total (Tax not included)
8/1/25	8/3/25	2	Marisela Villarreal	Tent 3	R00000002501		\$50.00	\$0.00	\$2.00	\$0.00	\$52.00
8/2/25	8/3/25	1	Melissa Carrillo	Tent 1	R00000002503	Campspot	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
8/4/25	8/8/25	4	Roy selvera	Tent 5	R00000002504	Other	\$100.00	\$0.00	\$2.00	\$0.00	\$102.00
8/8/25	8/10/25	2	Cheryl Harris	Tent 5	R00000002388		\$50.00	\$0.00	\$2.00	\$0.00	\$52.00
8/8/25	8/10/25	2	Cheryl Harris	Tent 4	R00000002389		\$50.00	\$0.00	\$2.00	\$0.00	\$52.00
8/11/25	8/15/25	4	Roy selvera	Tent 5	R00000002514	Other	\$100.00	\$0.00	\$2.00	\$0.00	\$102.00
8/17/25	8/18/25	1	Lesly Caltzontzin	Tent 1	R00000002523		\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
8/18/25	8/22/25	4	Roy selvera	Tent 5	R00000002522		\$100.00	\$0.00	\$2.00	\$0.00	\$102.00
8/20/25	8/21/25	1	Robert Fernandez	Tent 1	R00000002531	Friend	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
8/23/25	8/24/25	1	Araceli Patricia Mull	Tent 3	R00000002521	Friend	\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
8/30/25	8/31/25	1	Angelica Mann	Tent 2	R00000002535		\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
9/4/25	9/5/25	1	David Esquivel	Tent 3	R00000002541		\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
9/13/25	9/14/25	1	Daniel Mejia	Tent 3	R00000002550		\$25.00	\$0.00	\$2.00	\$0.00	\$27.00
Subtotal		41					\$1,025.00	\$0.00	\$46.00	\$0.00	\$1,071.00

Waterfront, 30/50 AMP full hook up (PF)

7/1/25	7/8/25	7	Charles F Bott	50	R00000002447	Other	\$380.00	\$0.00	\$2.00	\$0.00	\$382.00
7/1/25	7/3/25	2	Orlando Delgado	52	R00000002452		\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
7/1/25	7/3/25	2	Winston Vazquez	53	R00000002451		\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
7/2/25	7/5/25	3	Bianca Salinas Salinas	54	R00000002444	Other	\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/2/25	7/4/25	2	Chandler Coy	51	R00000002453		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/3/25	7/6/25	3	Jose Mendoza	38	R00000002432	Other	\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/3/25	7/6/25	3	EUGENE KLOESEL	53	R00000002439		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/3/25	7/6/25	3	Antonio Hensley	52	R00000002450		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/3/25	7/5/25	2	Kaitlyn Delgado	40	R00000002455	Other	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/3/25	7/6/25	3	Wendy Cabrera	46	R00000002457		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/3/25	7/5/25	2	Jesse perez	47	R00000002459		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/4/25	7/6/25	2	Emil doubrava	55	R00000002285		\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
7/4/25	7/6/25	2	DORA L ESQUIVEL	37	R00000002393		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/4/25	7/7/25	3	Laura Garcia	39	R00000002449	Friend	\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/4/25	7/5/25	1	Chandler Coy	48	R00000002458		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
7/4/25	7/6/25	2	Arnold Garza	45	R00000002460	Other	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00

Rent Roll (campsites only)

Lighthouse Beach RV Park

Report as of 10/17/25
Report covers 7/1/25 to 9/30/25

Arrival Date	Departure Date	Nights	Guest	Site	Confirmation	Referral Source	Reservation Charges	Occupancy Charges	Other Charges	Tax	Total (Tax not included)
7/4/25	7/6/25	2	Christine M. Cortez	42	R00000002461		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/4/25	7/7/25	3	Diana Castro	41	R00000002462		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/4/25	7/7/25	3	Brett Hough	51	R00000002301	Other	\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/4/25	7/6/25	2	Jose Baladez	49	R00000002469		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/5/25	7/7/25	2	Bianca Salinas Salinas	54	R00000002471	Other	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/6/25	7/7/25	1	Wendy Cabrera	46	R00000002473		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
7/11/25	7/13/25	2	Ashley Rojas	55	R00000002475		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/13/25	7/14/25	1	Grant Lee	53	R00000002481	Other	\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
7/13/25	7/21/25	8	Lucinda Rodriguez	38	R00000002474	Friend	\$455.00	\$0.00	\$2.00	\$0.00	\$457.00
7/14/25	7/16/25	2	Delma Alvear	42	R00000002483	Other	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/17/25	7/20/25	3	Ronald G Munn	37	R00000002485		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
7/19/25	7/20/25	1	GREGORY SIMMONS	55	R00000002484		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
7/19/25	7/20/25	1	Ashley Riffe	40	R00000002487	Friend	\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
7/20/25	7/22/25	2	Sandra Tristan	46	R00000002486	Friend	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/23/25	7/27/25	4	preston wiggins	55	R00000002380	Friend	\$300.00	\$0.00	\$2.00	\$0.00	\$302.00
7/24/25	7/25/25	1	Thomas Boardman	53	R00000002480		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
7/25/25	7/27/25	2	Stephanie Atkinson	52	R00000002478	Other	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/25/25	7/27/25	2	Thomas Boardman	53	R00000002479		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/26/25	7/28/25	2	Larry Morales	49	R00000002492		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
7/27/25	7/28/25	1	Thomas Boardman	53	R00000002494	Campspot	\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
8/1/25	8/3/25	2	DORA ESQUIVEL	37	R00000002495		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/1/25	8/3/25	2	JESSE A GARCIA JR	46	R00000002499		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/2/25	8/4/25	2	Debbie Juanita Brown	43	R00000002489		\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
8/4/25	8/6/25	2	Jason Pahmiyer	37	R00000002500		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/7/25	8/9/25	2	Sandra Tristan	46	R00000002509	Friend	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/8/25	8/10/25	2	James wilson	37	R00000002512	Other	\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/8/25	8/10/25	2	Arnold Garza	38	R00000002508		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/8/25	8/9/25	1	David Farmer	45	R00000002513		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
8/10/25	8/11/25	1	James Wilson	50	R00000002515	Other	\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
8/15/25	8/17/25	2	Frank Suarez	55	R00000002490		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/15/25	8/17/25	2	Alex Overcash	54	R00000002493		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/15/25	8/17/25	2	Christopher McGee	51	R00000002511		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00

Rent Roll (campsites only)

Lighthouse Beach RV Park

Report as of 10/17/25
Report covers 7/1/25 to 9/30/25

Arrival Date	Departure Date	Nights	Guest	Site	Confirmation	Referral Source	Reservation Charges	Occupancy Charges	Other Charges	Tax	Total (Tax not included)
8/16/25	8/17/25	1	Oscar baro	50	R00000002519	Friend	\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
8/25/25	8/29/25	4	Roy selvera	40	R00000002533		\$300.00	\$0.00	\$2.00	\$0.00	\$302.00
8/29/25	9/1/25	3	David J Cantu	53	R00000002502	Friend	\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
8/29/25	9/1/25	3	Nelissa Quintanilla	55	R00000002506		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
8/29/25	9/2/25	4	Norma Flores	54	R00000002507		\$300.00	\$0.00	\$2.00	\$0.00	\$302.00
8/29/25	9/1/25	3	gene Clawson	52	R00000002517		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
8/29/25	9/1/25	3	James V Fagan	37	R00000002518	Other	\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
8/29/25	9/1/25	3	Robert Roysdon	51	R00000002520		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
8/29/25	9/2/25	4	Rosie Ibarra	50	R00000002524		\$300.00	\$0.00	\$2.00	\$0.00	\$302.00
8/29/25	9/1/25	3	Sharon Yvonne	38	R00000002532		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
8/29/25	9/1/25	3	Ruben A Hernandez	39	R00000002537		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
8/29/25	8/30/25	1	Jonathan Becerra	49	R00000002538		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
8/30/25	9/1/25	2	Rosie Ibarra	49	R00000002525		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
8/31/25	9/1/25	1	Edward deleon	48	R00000002536	Friend	\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
9/5/25	9/7/25	2	Marlene Smith	50	R00000002527		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
9/11/25	9/15/25	4	Thomas Emmons	55	R00000002542	Other	\$300.00	\$0.00	\$2.00	\$0.00	\$302.00
9/12/25	9/13/25	1	Heather E Shepherd	54	R00000002544		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
9/12/25	9/14/25	2	Tim Wagner	52	R00000002546		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
9/12/25	9/13/25	1	Tim Wagner	53	R00000002549		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
9/13/25	9/14/25	1	Ashley Rojas	51	R00000002548		\$75.00	\$0.00	\$2.00	\$0.00	\$77.00
9/22/25	9/24/25	2	BRAC JONES	37	R00000002529		\$150.00	\$0.00	\$2.00	\$0.00	\$152.00
9/22/25	9/25/25	3	Elijio Lee Vijarro	55	R00000002543		\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
9/23/25	10/1/25	8	JESSE LEE	44	R00000002540		\$434.26	\$0.00	\$2.00	\$0.00	\$436.26
9/25/25	9/29/25	4	Michael Salla	52	R00000002547		\$300.00	\$0.00	\$2.00	\$0.00	\$302.00
9/26/25	9/29/25	3	Kathryn Sanders	53	R00000002551	Other	\$225.00	\$0.00	\$2.00	\$0.00	\$227.00
9/26/25	9/28/25	2	Tanya Carrion	55	R00000002552		\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
Subtotal		180					\$13,044.26	\$0.00	\$138.00	\$0.00	\$13,182.26
Total		870					\$27,010.61	\$0.00	\$200.00	\$0.00	\$27,210.61

City of Port Lavaca
 LHB Gate entry
 Site: fees
 Machine: All

Report Date Range:

From: 7/1/2025 To: 9/30/2025

Report Run: 17-10-2025 10:04:59 AM

Date	Site	Machine	Total Paid	Coin	# Coins	Bills	Bill	Bill Change	Credit	Coupons	Tax	Total Due	Overage	# Transaction
Sep-27-2025	City of Port Lavaca	FRG 1	\$5.00	\$0.00	0	\$0.00	0	\$0.00	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	1
Sep-26-2025	City of Port Lavaca	FRG 1	\$5.00	\$0.00	0	\$0.00	0	\$0.00	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	1
Sep-25-2025	City of Port Lavaca	FRG 1	\$5.00	\$0.00	0	\$0.00	0	\$0.00	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	1
Sep-24-2025	City of Port Lavaca	FRG 1	\$10.00	\$0.00	0	\$0.00	0	\$0.00	\$10.00	\$0.00	\$0.00	\$10.00	\$0.00	2
Sep-21-2025	City of Port Lavaca	FRG 1	\$5.00	\$0.00	0	\$0.00	0	\$0.00	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	1
Sep-20-2025	City of Port Lavaca	FRG 1	\$10.00	\$0.00	0	\$0.00	0	\$0.00	\$10.00	\$0.00	\$0.00	\$10.00	\$0.00	2
Sep-15-2025	City of Port Lavaca	FRG 1	\$15.00	\$0.00	0	\$0.00	0	\$0.00	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	3
Sep-14-2025	City of Port Lavaca	FRG 1	\$20.00	\$0.00	0	\$0.00	0	\$0.00	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00	4
Sep-13-2025	City of Port Lavaca	FRG 1	\$50.00	\$0.00	0	\$0.00	0	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	10
Sep-12-2025	City of Port Lavaca	FRG 1	\$10.00	\$0.00	0	\$0.00	0	\$0.00	\$10.00	\$0.00	\$0.00	\$10.00	\$0.00	2
Sep-11-2025	City of Port Lavaca	FRG 1	\$10.00	\$0.00	0	\$0.00	0	\$0.00	\$10.00	\$0.00	\$0.00	\$10.00	\$0.00	2
Sep-10-2025	City of Port Lavaca	FRG 1	\$15.00	\$0.00	0	\$0.00	0	\$0.00	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	3
Sep-09-2025	City of Port Lavaca	FRG 1	\$30.00	\$0.00	0	\$0.00	0	\$0.00	\$30.00	\$0.00	\$0.00	\$30.00	\$0.00	2
Sep-08-2025	City of Port Lavaca	FRG 1	\$5.00	\$0.00	0	\$0.00	0	\$0.00	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	1
Sep-07-2025	City of Port Lavaca	FRG 1	\$15.00	\$0.00	0	\$0.00	0	\$0.00	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	3
Sep-06-2025	City of Port Lavaca	FRG 1	\$40.00	\$0.00	0	\$0.00	0	\$0.00	\$40.00	\$0.00	\$0.00	\$40.00	\$0.00	8
Sep-05-2025	City of Port Lavaca	FRG 1	\$35.00	\$0.00	0	\$0.00	0	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00	\$0.00	7
Sep-04-2025	City of Port Lavaca	FRG 1	\$25.00	\$0.00	0	\$0.00	0	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00	\$0.00	1
Sep-02-2025	City of Port Lavaca	FRG 1	\$25.00	\$0.00	0	\$0.00	0	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00	\$0.00	1
Sep-01-2025	City of Port Lavaca	FRG 1	\$60.00	\$0.00	0	\$0.00	0	\$0.00	\$60.00	\$0.00	\$0.00	\$60.00	\$0.00	12
Aug-31-2025	City of Port Lavaca	FRG 1	\$75.00	\$0.00	0	\$0.00	0	\$0.00	\$75.00	\$0.00	\$0.00	\$75.00	\$0.00	15
Aug-30-2025	City of Port Lavaca	FRG 1	\$120.00	\$0.00	0	\$0.00	0	\$0.00	\$120.00	\$0.00	\$0.00	\$120.00	\$0.00	20
Aug-29-2025	City of Port Lavaca	FRG 1	\$25.00	\$0.00	0	\$0.00	0	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00	\$0.00	5
Aug-28-2025	City of Port Lavaca	FRG 1	\$15.00	\$0.00	0	\$0.00	0	\$0.00	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	3
Aug-26-2025	City of Port Lavaca	FRG 1	\$0.07	\$0.00	0	\$0.00	0	\$0.00	\$0.06	\$0.01	\$0.00	\$0.06	\$0.00	7
Aug-06-2025	City of Port Lavaca	FRG 1	\$0.05	\$0.00	0	\$0.00	0	\$0.00	\$0.04	\$0.01	\$0.00	\$0.04	\$0.00	5
Total of the Page			\$630.12	\$0.00	0	\$0.00	0	\$0.00	\$630.10	\$0.02	\$0.00	\$630.10	\$0.00	122
Report Total			\$630.12	\$0.00	0	\$0.00	0	\$0.00	\$630.10	\$0.02	\$0.00	\$630.10	\$0.00	122
Grand Total (26 detail records)														

COMMUNICATION

SUBJECT: Ratify Lease agreement with Encore Dredging Partners, LLC (Tract 11 at Refuge Harbor)

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE September 16, 2025

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

TENANT

Company name & address Encore Dredging Partners, LLC
 225 N. Virginia St. Suite 2
 Port Lavaca, Texas 77979

Home office address 3027 Marina Bay Drive, Suite 240
 League City, Texas 77573
 713-917-7210

Contact #s 361-551-6031

Local responsible party Mark Slider, President

Contact #, email (cell):713-302-8524 mslider@encoredp.com

Emergency contact -----

PREMISES

TRACT #'s HARBOR OF REFUGE: 11

Acreage 17 acres

Dockage fee n/a

TERM

Commencement Date December 1, 2025

Termination Date November 30, 2026

Monthly Rate \$2,823.00

Annual Increase per MCI if one-year option to extend is exercised

TARIFFS SHALL BE CHARGED ON ALL GOODS AND DOCKAGE ACCORDING TO CITY ORDINANCE G-10-25
 APPENDIX "B" TARRIF CIRCULAR 1-A, WHICH MAY BE REVISED AS NEEDED BY THE CITY COUNCIL.

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of **December 1, 2025** (the "Effective Date") between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, as recommended for approval by its Port Commission (hereinafter referred to as "City"), and **Encore Dredging Partners, LLC**. (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 Tract 11 consisting of 17 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, as applicable.

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

“**Permitted Use**” shall mean the operation of Tenant’s business, DREDGING COMPANY, use of the transportation infrastructure access via the right-of-way to City’s general cargo dock, the storage of equipment and use of any agreed upon railroad right-of-ways, and including blending, mixing, storage, and related handling of such materials and components in both bulk and non-bulk forms, and including use of the transportation infrastructure access to any other easements, privately owned or leased docks or terminals, or public highways.

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

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

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

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

Article 2. Leased Premises.

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

Article 3. Term.

Section 3.01. This lease is for a term of one (1) year commencing on the 1st of December 2025 and terminating on November 30, 2026. Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 and subject to the terms of Article 17 Below.

Section 3.02. Tenant shall have the right with ninety (90) days advance written notice to City to exercise a single one (1) year option to extend the lease until November 30, 2027.

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. TO THE EXTENT THE EVENT OCCURS ON OR AFTER THE FIRST DATE OF THIS LEASE, 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, as it may be amended.

Article 5. Rent.

Section 5.01 Land Rent. Tenant shall pay to City monthly rent of **\$ 2,823.00** per month, beginning December 1, 2025 and on the first (1st) day of each month thereafter during the term of this Lease. If Tenant exercises the option to extend the lease for one (1) year, then Rent shall be adjusted by the most recently published Municipal Cost Index as of November 2026. Should the MCI be zero or negative, there will be no adjustment to the rent applied. City may give a courtesy notice of this increase, however, failure to gie such notice does not relieve Tenant of the obligation to pay such increases.

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. 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. At Tenant's option, 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, HERINAFTER 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 HERINAFTER 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:
 Encore Dredging Partners, LLC
 3027 Marina Bay Drive, Suite 240

League City, Texas 77573

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.

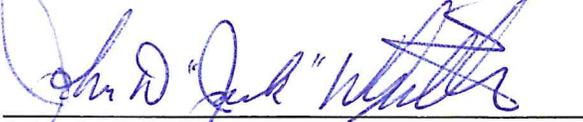
Section 18.15. Interpretation. Both City and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease. Accordingly, no presumption will apply in favor of either City or Tenant in the interpretation of this Lease or in the resolution of the ambiguity 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 December 1, 2025, and EXECUTED this ___ day of ___, 2025.

CITY OF PORT LAVACA:



John D. Whitlow, Mayor

ATTEST:


Mandy Grant, City Secretary

TENANT

By: Mark Slider

Name: Mark Slider

Title: President

COMMUNICATION

SUBJECT: Ratify Lease Agreement with Poor Boy Bait Shop at Smith Harbor

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE **September 1, 2025**

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

TENANT

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

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

Contact #s Ausencio Reyna 361-746-0077 cell

Local responsible party Ausencio Reyna

Contact #, email _____

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

PREMISES

TRACT #'s SMITH HARBOR: POOR BOY BAIT STAND
 Acreage: 40' x 100' + 6'x25' (0.095 ac) + adjacent space in Harbor
 to dock two (2) shrimp boats

TERM

Commencement Date September 01, 2025

Termination Date August 31, 2026

Monthly Rate \$1,500.00

Option: None

SPECIAL CONDITIONS IN SECTION 18.17

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

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

RECITALS

WHEREAS, Tenant desires to lease 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 Smith Harbor, City of Port Lavaca, Texas, identified as Tract “Poor Boy Bait Stand”, consisting of 40’ x 100’ + 6’x25’ (0.095 acres of land, more or less) plus the adjacent space in the Harbor to dock up to two (2) shrimp boats as 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 any bulkhead adjacent to the property.

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

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

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

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

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

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

Article 2. Leased Premises.

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

Article 3. Term.

Section 3.01. This lease is for a term of ONE (1) year commencing on the first day of September 2025 and continuing until August 31, 2026. Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 Below.

Article 4. Use.

Section 4.01. Permitted Use. Tenant shall use the Leased Premises for the development and operation of a Bait Stand and any other 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 Environment and Health. Tenant shall comply fully with all Articles of Chapter 20 of the City's Code of Ordinances.

Section 4.10.

Article 5. Rent.

Section 5.01 Land Rent. Tenant shall pay to City monthly rent of **\$1,500.00** per month, beginning September 1, 2025 and on the first (1st) day of each month thereafter during the term of this Lease. Rent shall be prorated for any partial month.

Section 5.03. Wharfage Rates and Charges/Monthly Reporting Requirement. All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities.

Section 5.04. 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. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

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

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

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

Section 6.05. Repair and Maintenance. Tenant shall maintain the Leased Premises, including all permanent and non-permanent improvements, at all times during

the Term in a good, clean, weathertight (including proper roofing, siding and painting), safe, operable, attractive and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

Section 6.06. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

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

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

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

Article 9. Transfer by Tenant.

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

Section 9.02. Liens. Without in any way limiting the generality of the foregoing, Tenant shall not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Tenant's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid does arise or is asserted, Tenant will, promptly upon demand by City and at Tenant's expense, cause same to be released.

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

Article 11. Insurance.

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

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

ARTICLE 12. INDEMNITY.

TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED, , AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES AND AGENTS, HERINAFTER 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 HERINAFTER REFERRED TO COLLECTIVELY AND SEVERALLY AS "CLAIMS", ARISING OUT OF OR IN ANY WAY CONNECTED WITH TENANT'S USE OF THE LEASED PREMISES OR TENANT'S PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS LEASE AGREEMENT, EXCEPT FOR SUCH INCIDENTS RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY TENANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF TENANT, AND TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES,

TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY TENANT'S, (INCLUDING ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

THE FOREGOING INDEMNIFICATION SHALL NOT BE APPLICABLE TOWARD OR ENFORCEABLE IN FAVOR OF ANY INDIVIDUAL INDEMNITEE FOR A PARTICULAR CLAIM, INsofar AS THAT PARTICULAR CLAIM IS ADJUDICATED BY A COURT OF COMPETENT JURISDICTION, RESULTING EXCLUSIVELY FROM THE GROSS NEGLIGENCE OR WILLFUL CONDUCT OF THAT INDEMNITEE SEEKING TO ENFORCE THE INDEMNIFICATION.

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

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

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

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

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

Article 14. Condemnation.

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

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

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

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

Article 16. Default.

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

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

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

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

Section 16.04. City's Right of Reentry Upon Default. At any time after the occurrence of an Event of Default, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest added at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent (10%) per annum) and all costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

Article 17. Right of Reentry.

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

Article 18. Miscellaneous.

Section 18.01. Independent Obligations; No Offset. The obligations of Tenant to pay Rent and to perform the other undertakings of Tenant hereunder constitute independent unconditional obligations to be performed at the times specified

hereunder, regardless of any breach or default by City hereunder. Tenant shall have no right to claim any nature of lien against the Leased Premises or to withhold, deduct from or offset against any Rent or other sums to be paid to City by Tenant.

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

Section 18.03. Assignment by City. City shall have the right to assign, in whole or in part, any or all of its rights, titles or interests in and to the Leased Premises or this Lease and, upon any such assignment, City shall be relieved of all unaccrued liabilities and obligations hereunder to the extent of the interest so assigned.

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

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

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

Section 18.07. Public Disclosure. City is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552), and as such City is required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Tenant agrees that the disclosure of this Lease or any other information or materials related to the consummation of the transactions

contemplated hereby to the public by City as required by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement will not expose City (or any party acting by, through or under City) to any claim, liability or action by Tenant.

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

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

and

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

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

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

Section 18.10. Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision

of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 18.11. Construction. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the term “includes” or “including” shall mean “including without limitation”; (d) the word “or” has the inclusive meaning represented by the phrase “and/or”; and (e) the words “hereof” or “herein” refer to this entire Lease and not merely the Section or Article number in which such words appear. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

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

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

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

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

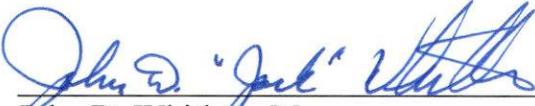
Section 18.16. Multiple Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 18.17. Change in Conditions During Lease Term. City is currently and in the near future constructing new facilities adjacent to Tenant's location which will require Tenant to relocate his business to the east of his current location. The parties mutually agree to work together to accomplish this move and agree to negotiate in good faith for a new lease for the new location.

[Signatures follow on Next Page]

EFFECTIVE September 1, 2025 and EXECUTED this ____ day of _____, _____.

CITY OF PORT LAVACA:



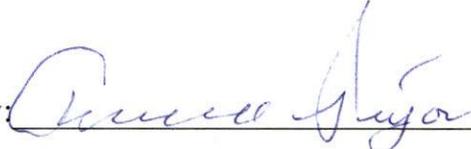
John D. Whitlow, Mayor

ATTEST:



Mandy Grant, City Secretary

TENANT

By: 

Name: Ausencio Reyna

Title: Owner

COMMUNICATION

SUBJECT: Conduct Public Hearing on creating Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas. Presenter is David Pettit

INFORMATION:

Tax Increment Reinvestment Zone No. 1, City of Port Lavaca

November 10, 2025

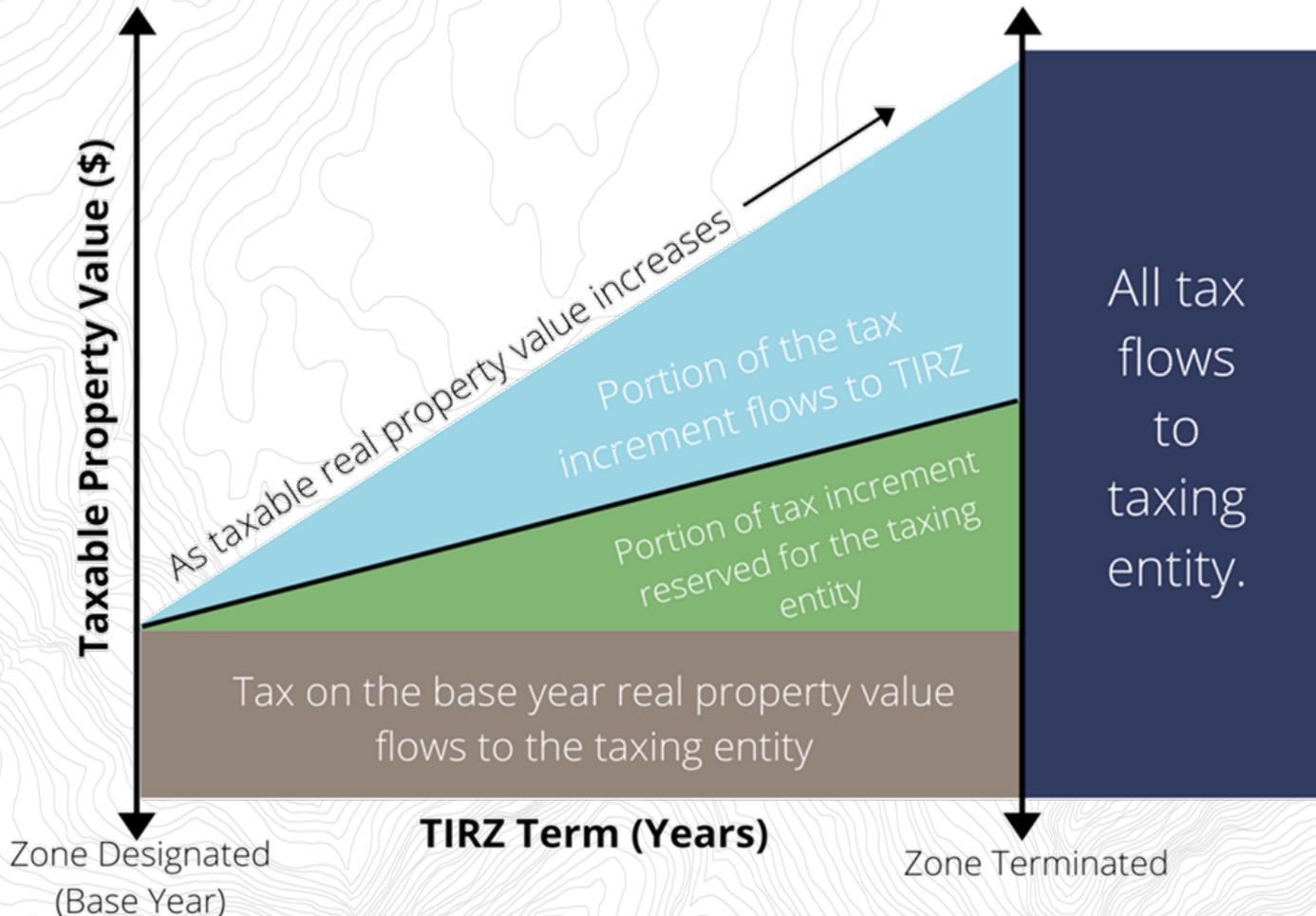
PURPOSE

- Tax Increment Financing Concept
- Proposed TIRZ
- Next Steps

Tax Increment Reinvestment Zones (TIRZ)

Section VIII. Item #1.

- Not a new tax on development
 - Redirects a portion of tax generated from new development within TIRZ



TIRZ REVENUES

Two ways to create new tax increment:

1. New construction/investment; and/or
2. Annual appreciation of real property (i.e. “organic growth”)

1



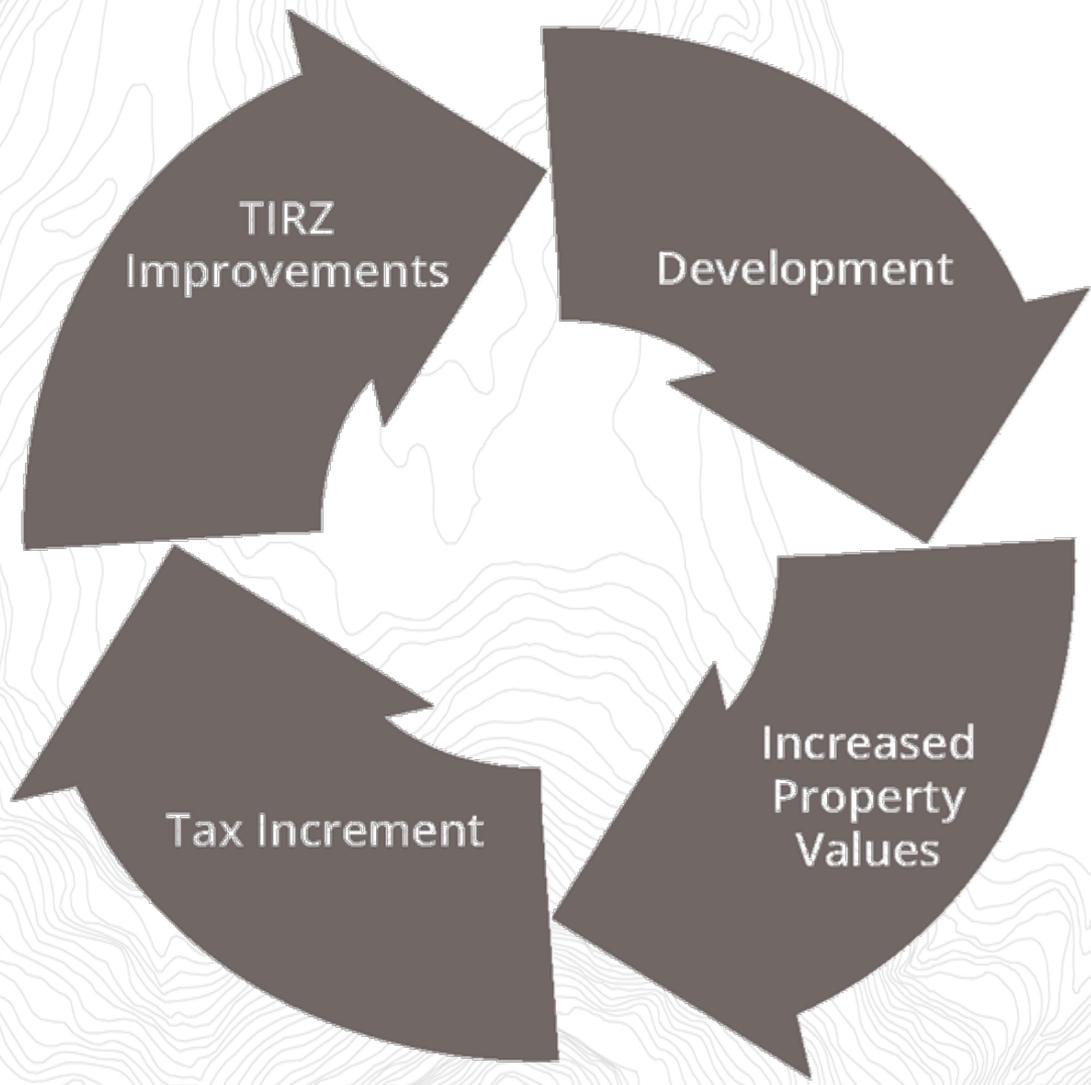
2





TIRZ FINANCING AND FUNDING PROCESS*

Section VIII. Item #1.



PA
PETTIT & AYALA
CONSULTING

TIF CONCEPT

*COMPTROLLER.TEXAS.GOV

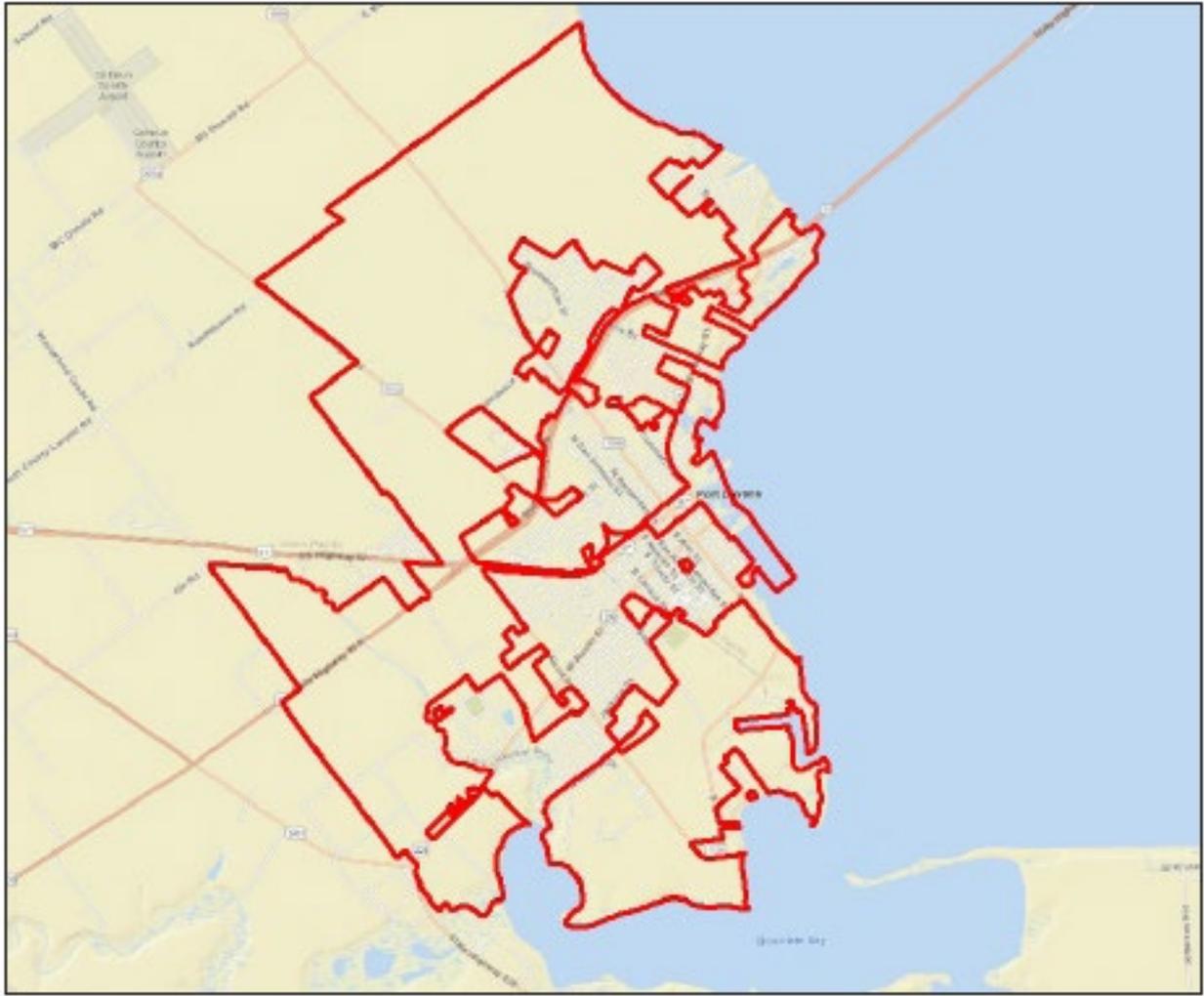
TIRZ CREATION PROCESS

- Chapter 311 outlines the various procedures for creating and amending a TIRZ. Two main documents:
 1. Creation ordinance; and
 2. TIRZ Project and Financing Plan
- Creation ordinance establishes five key elements:
 - Boundary;
 - Term;
 - City Participation
 - TIRZ Board; and
 - Preliminary Project and Financing Plan
- Upon TIRZ creation the Final Project and Financing Plan is approved by the TIRZ Board and then the City Council by separate ordinance

TIRZ BOUNDARIES

Section VIII. Item #1.

PA
PETTIT & AYALA
CONSULTING



 - TIRZ Boundary

TIRZ #1				
Car Wash	7,500	2025	\$200	\$1,500,000
Commercial	3,393	2025	\$200	\$678,600
Hotel	61	2025	\$125,000	\$7,625,000
QSR	4,000	2025	\$225	\$900,000
Gas Station	13,500	2025	\$225	\$3,037,500
Restaurant	3,500	2026	\$225	\$787,500
Restaurant	5,000	2027	\$225	\$1,125,000
Single Family	8	2028	\$295,000	\$2,360,000
Light Industrial	300,000	2028	\$50	\$15,000,000
Multifamily	105	2028	\$100,000	\$10,500,000
QSR	3,500	2028	\$225	\$787,500
QSR	3,500	2030	\$225	\$787,500
Single Family	187	2030	\$295,000	\$55,066,667
Hotel	85	2030	\$125,000	\$10,625,000
Single Family	250	2032	\$295,000	\$73,750,000
Multifamily	325	2032	\$100,000	\$32,500,000
Light Industrial	250,000	2034	\$50	\$12,500,000
Total				\$229,530,267

POTENTIAL PARTICIPATION (50% CITY)



Real Property Tax - 2024 Rates		Participation	
City of Port Lavaca	0.80000000	50%	0.40000000
Calhoun County	0.62220000	50%	0.31110000
Calhoun Port Authority	0.00050000	0%	0.00000000
Farm to Market & Lateral Road	0.00000000	0%	0.00000000
Calhoun County GWD	0.00670000	0%	0.00000000
Calhoun County ISD	0.77010000	0%	0.00000000
	2.19950000		0.71110000

Personal Property Tax - 2024 Rates		Participation	
City of Port Lavaca	0.80000000	0%	0.00000000
Calhoun County	0.62220000	0%	0.00000000
Calhoun Port Authority	0.00050000	0%	0.00000000
Farm to Market & Lateral Road	0.00000000	0%	0.00000000
Calhoun County GWD	0.00670000	0%	0.00000000
Calhoun County ISD	0.77010000	0%	0.00000000

Sales Tax		Participation	
City	0.01500000	0.00%	0.00000000
County	0.00500000	0.00%	0.00000000
	0.02000000		0.00000000

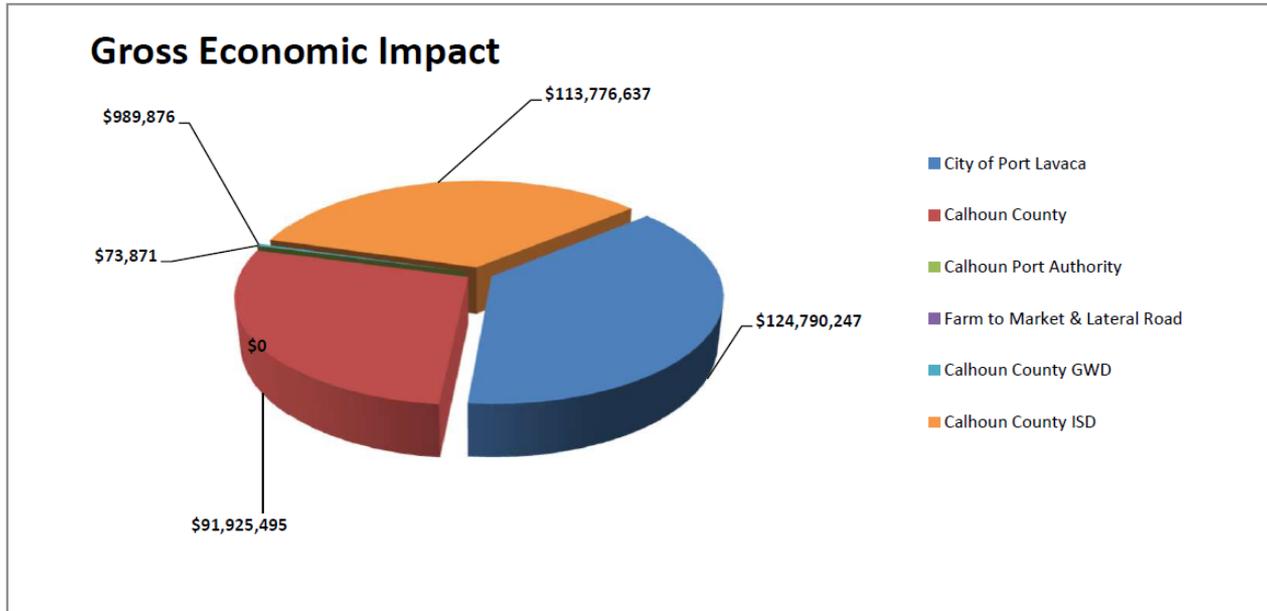
30-Year TIRZ with 50% City and County Participation

POTENTIAL PARTICIPATION (50% CITY)

Revenue Summary



Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Port Lavaca	\$124,790,247	\$53,109,476	\$71,680,771
Calhoun County	\$91,925,495	\$41,673,077	\$50,252,417
Calhoun Port Authority	\$73,871	\$0	\$73,871
Farm to Market & Lateral Road	\$0	\$0	\$0
Calhoun County GWD	\$989,876	\$0	\$989,876
Calhoun County ISD	\$113,776,637	\$0	\$113,776,637
Total	\$331,556,125	\$94,782,553	\$236,773,572



POTENTIAL PARTICIPATION (CITY OPTIONS)

50% CITY

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Port Lavaca	\$124,790,247	\$53,109,476	\$71,680,771
Calhoun County	\$91,925,495	\$41,673,077	\$50,252,417
Calhoun Port Authority	\$73,871	\$0	\$73,871
Farm to Market & Lateral Road	\$0	\$0	\$0
Calhoun County GWD	\$989,876	\$0	\$989,876
Calhoun County ISD	\$113,776,637	\$0	\$113,776,637
Total	\$331,556,125	\$94,782,553	\$236,773,572

60% CITY

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Port Lavaca	\$124,790,247	\$63,731,371	\$61,058,876
Calhoun County	\$91,925,495	\$41,673,077	\$50,252,417
Calhoun Port Authority	\$73,871	\$0	\$73,871
Farm to Market & Lateral Road	\$0	\$0	\$0
Calhoun County GWD	\$989,876	\$0	\$989,876
Calhoun County ISD	\$113,776,637	\$0	\$113,776,637
Total	\$331,556,125	\$105,404,448	\$226,151,677

POTENTIAL PARTICIPATION (CITY OPTIONS)

75% CITY

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Port Lavaca	\$124,790,247	\$79,664,214	\$45,126,033
Calhoun County	\$91,925,495	\$41,673,077	\$50,252,417
Calhoun Port Authority	\$73,871	\$0	\$73,871
Farm to Market & Lateral Road	\$0	\$0	\$0
Calhoun County GWD	\$989,876	\$0	\$989,876
Calhoun County ISD	\$113,776,637	\$0	\$113,776,637
Total	\$331,556,125	\$121,337,291	\$210,218,834

CITY 75% YEARS 1-15 AND 50% YEARS 16-30

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Port Lavaca	\$124,790,247	\$75,776,152	\$49,014,095
Calhoun County	\$91,925,495	\$41,673,077	\$50,252,417
Calhoun Port Authority	\$73,871	\$0	\$73,871
Farm to Market & Lateral Road	\$0	\$0	\$0
Calhoun County GWD	\$989,876	\$0	\$989,876
Calhoun County ISD	\$113,776,637	\$0	\$113,776,637
Total	\$331,556,125	\$117,449,229	\$214,106,896

PROJECT COST

30-Year TIRZ with 50% City and County Participation

Potential Project Costs - TIRZ #1		
Water Facilities and Improvements	\$ 9,478,255	10%
Sanitary Sewer Facilities and Improvements	\$ 9,478,255	10%
Storm Water Facilities and Improvements	\$ 9,478,255	10%
Transit/Parking Improvements	\$ 2,843,477	3%
Street and Intersection Improvements	\$ 23,695,638	25%
Open Space, Park and Recreation Facilities and Improvements	\$ 4,739,128	5%
Economic Development Grants	\$ 33,173,894	35%
Administrative Costs	\$ 1,895,651	2%
Total	\$ 94,782,553	100.0%

All items above are eligible per the Statute and serve as a menu of potential expenses. City Council has final authority of specific allocations; however, the total dollar amount serves as a cap.

PROPOSED NEXT STEPS

- *City Council Consider Creation Ordinance (October 13th, 2nd Reading – November 10th)*
- Creation ordinance establishes five key elements:
 - Boundary;
 - Term;
 - TIRZ Board;
 - City Participation; and
 - Preliminary Project and Financing Plan
- Commissioners Court to consider an **Interlocal Agreement** - targeting November 12th
- Upon TIRZ creation the **Final Project and Financing Plan** is approved by the TIRZ Board and then the City Council by separate ordinance

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (S-6-25) of the City of Port Lavaca designating a geographic area within the City and within the City's extraterritorial jurisdiction a Reinvestment Zone for Tax Increment Financing purposes (Tax Increment Reinvestment Zone Number One, City of Port Lavaca, Texas); describing the boundaries of the zone; creating the zone pursuant to Chapter 311 of the Texas Tax Code; establishing a Board of Directors for the zone; providing a termination date for the zone; providing that the zone take effect immediately upon passage of the ordinance; and providing for severability. Presenter is Jody Weaver

INFORMATION:

ORDINANCE #S-6-25

AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AND WITHIN THE CITY’S EXTRATERRITORIAL JURISDICTION A REINVESTMENT ZONE FOR TAX INCREMENT FINANCING PURPOSES (TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF PORT LAVACA, TEXAS); DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING THE ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; ESTABLISHING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING A TERMINATION DATE FOR THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Port Lavaca, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the “ETJ”) of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City, which is more specifically described in Exhibits "A" and “B” of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Port Lavaca, attached as Exhibit C (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on October 1, 2025, which date is before the seventh (7th) day before the public hearing held on November 10, 2025; and

WHEREAS, at the public hearing on November 10, 2025, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 10, 2025, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 10, 2025; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance Plan has been prepared for the proposed reinvestment zone.

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

Section 1. Recitals Incorporated.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section 2. Findings.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- c) That the proposed reinvestment zone, as defined in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
 - 1. It is a geographic area located within the City limits of the City; and
 - 2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

Section 3. Designations and Name of the Zone.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits “A” and “B” hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number One, City of Port Lavaca, Texas (hereinafter referred to as the “Zone”).

Section 4. Board of Directors.

That a board of directors for the Zone (“Board”) is hereby created. The Board shall consist of seven (7) members comprised of six (6) City Council members and the Mayor.

The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone’s project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

Section 5. Duration of the Zone.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2055 (with the final year’s tax increment to be collected by September 1, 2056); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

Section 6. Tax Increment Base and Tax Increment.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2025, which is the year in which the Zone was designated as a reinvestment zone.

The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) fifty percent (50%) of the City’s tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

Section 7. Tax Increment Fund.

That there is hereby created and established a “Tax Increment Fund” for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing

plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

Section 8. Severability Clause.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 9. Open Meetings.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. Effective Date

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

FIRST READING this 13th day of October, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 10th day of November, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 10th day of November, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

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

EXHIBIT A

BOUNDARY DESCRIPTION

Legal Description for TIRZ #1 Port Lavaca

The TIRZ consists of approximately 5,695 acres in three noncontiguous areas made up of various parcels. The non-contiguous areas are described in greater detail below:

Area #1

Beginning at the northeast corner of Property ID 27911 at the point it meets the Lavaca Bay coast, following the coastline to the eastern corner of Property ID 28664, thence

South following the boundary of Property ID 28664, thence

Southeast following the boundary of Property ID 29257, thence

South along the boundary of Property ID 28782, thence

South along the boundary of Property ID 29552 to the point it meets the northern right of way boundary of State Highway 35, thence

West along the northern right of way boundary of State Highway 35 to the point it meets the southwest corner of Property ID 29097, thence

South across State Highway 35 to the northern boundary of Property ID 28983, thence

East along the boundary of Property ID 28983, continuing east along the boundaries of Property IDs 29094, 29173, 85415, 94514, thence

South to include Property ID 28958, thence

South across Broadway Street, thence

South along the boundary of Property ID 28982, thence

East along the northern boundary of Property ID 27897, thence

North and then east along the boundary of Property ID 29393, thence

North along the eastern right of way boundary of Roemer Road, thence

East along the southern right of way boundary of State Highway 35, thence

North across State Highway 35 to Property ID 28520, thence

Northeast to the coastline, thence

East to the northeast corner of Property ID 28614, thence

South along the eastern boundary of Property ID 28614 to the point it meets Property ID 28337, thence

South along the boundary of Property ID 28337, thence

South across State Highway 35 to Property ID 28361, thence
East along the boundary of Property ID 28361 to the coastline, continuing southwest along the coastline to the southwest corner of Property ID 27897, thence
Northwest along Property ID 27897 and Property ID 28982, thence
Northwest across Broadway Street, thence
Southwest to Property ID 30019, thence
South across Broadway Street, thence
South along Property ID 30063 to the point it meets the coastline, thence
South to the southwest corner of Property ID 29901, thence
North along the western boundary of Property ID 29901, continuing north across Broadway Street, continuing north to the western corner of Property ID 29879, thence
East across Property ID 29879, 29954, and 29998 to the point it meets Property ID 30019, thence
North along the western boundary of Property ID 30019, thence
North across State Highway 35 to the southwest corner of Property ID 87273, thence
West along the northern right of way boundary of State Highway 35 to the point it meets the southwest corner of Property ID 38216, thence
South across State Highway 35 to Property ID 78270, thence
Southeast along Property ID 78270, continuing south along Property ID 38302 to the point it meets the eastern right of way boundary of N Virginia Street, thence
North across State Highway 35 to Property ID 38103, thence
West along the northern right of way boundary of State Highway 35 to the southwest corner of Property ID 94457, thence
West along the boundaries of Property IDs 75808, 37865, and 93965, thence
South along the boundary of Property IDs 76161, 38040 and 42059 to the point it meets the eastern right of way boundary of Sandcrab Boulevard, thence
North along the eastern right of way boundary of Sandcrab Boulevard, thence
West along the northern right of way boundary of Independence Drive, thence
South along the western right of way boundary of Half League Road, thence
East along the southern right of way boundary of Sandie Lane, thence
South along the western right of way boundary of Sandcrab Boulevard, thence

South along the northern right of way boundary of State Highway 35 to the point it meets Property ID 38066, thence

East across State Highway 35 to Property ID 38386, thence

East and south to include Property IDs 38386 and 38505, to the point the eastern corner of Property ID 38505 meets the northern right of way boundary of Tilley Street, thence

West along the northern right of way boundary of Tilley Street, thence

North along the eastern right of way boundary of FM 3084, thence

North across State highway 35 to the southern corner of Property ID 38066, thence

North along the eastern right of way boundary of Half League Road, thence

West across Half League Road to the eastern boundary Property ID 91615, thence

Southwest along the boundary of Property ID 91615, continuing west along the southern boundary of Property IDs 91616 and 91617 to the point Property ID 91617 meets the northern right of way boundary of State Highway 35, thence

South across State Highway 35 to the northern right of way boundary of W Main Street, thence

East along the northern right of way boundary of W Main Street to the point it meets Property ID 38625, thence

North to Property ID 19679, thence

North then east following the boundary of Property ID 19679 to the point it meets FM 3084, thence

South along the western right of way boundary of FM 3084 to the point it meets the southeast corner of Property ID 19679, thence

West across FM 3084, continuing west to the western boundary of Property ID 38326, thence

Northwest along the boundary of Property ID 38326, continuing north across W Mahan Street, thence

North and then south along the boundary of Property ID 38326, to the point it meets the southern right of way boundary of W Railroad Street, thence

East along the southern right of way boundary of W Railroad Street to the point it meets the eastern right of way boundary of N Commerce Street, thence

North along the eastern right of way boundary of N Commerce Street to the point it meets the northern corner of Property ID 66303, thence

West across Broadway Street, continuing west to the eastern corner of Property ID 38729, thence

West along the southern boundary of Property ID 38729, thence
South along the eastern boundary of Property ID 17916, thence
West along the boundary of Property ID 17916 to the eastern right of way boundary of n
Commerce Street, thence
North along the eastern right of way boundary of N Commerce Street, thence
Northeast to include Property ID 20109, thence
South along the eastern right of way boundary of Houston Street to the point it meets the
northwest corner of Property ID 17916, thence
East along the northern boundary of Property ID 17916, continuing southeast along the
boundary of Property ID 38729, thence
East across Broadway Street to the southwest corner of Property ID 27821, thence
North along the eastern right of way boundary of Broadway Street to the point it meets
Property ID 19001, thence
West across Broadway Street to Property ID 29146, thence
Northwest along the western boundary of Property ID 29146, continuing northeast along
the boundary of Property IDs 29146, 29174, 29204, 29453, 29472, and 29498, thence
Southeast along the boundary of Property ID 29498 to the point it meets Broadway Street,
thence
East across Broadway Street to Property ID 28167, thence
East across the northern boundary of Property ID 28167 to the point it meets coastline,
thence
South along the coastline to Property ID 41803, thence
West to Property ID 32090, thence
South and then west along Property IDs 32090, 31821, and 44063, thence
East across the northern boundary of Property ID 32090, continuing east to the western
boundary of Property ID 41803, thence
North along the western boundary of Property ID 41803, continuing west to the eastern
right of way boundary of S Commerce Street, thence
North along the eastern right of way boundary of S Commerce Street, thence
West along the northern right of way boundary of Live Oak Street, thence
North along the eastern right of way boundary of San Antonio Street to the point it meets
the southwest corner of Property ID 56445, thence

West along the southern boundary of Property ID 56445, thence

Continuing west along the southern right of way boundary of the Union Pacific Railroad to the point it meets the northeast corner of Property ID 38625, thence

South along the eastern boundary of Property ID 38625 to the point it meets Main Street, thence

South across Main Street, continuing west along the southern right of way boundary of Main Street to the point it meets the western right of way boundary of Alcoa Drive, thence

South along the western right of way boundary of Alcoa Drive to the eastern corner of Property ID 40091, thence

South to include Property IDs 40091, 71377, 40479, 40462, 40322, and 40496, continuing south across W Austin Street, thence

South and then west to following the boundaries of Property IDs 40023, 40484, 39975, 40079, thence

North across W Austin Street to Property ID 40496, thence

North along the boundary of Property ID 40496, continuing north along the boundaries of Property IDs 40375, 40462, and 40479, thence

West along the southern boundary of Property ID 71377, thence

North along the eastern right of way boundary of County Road 101, thence

West across County Road 101 to Property ID 41012, thence

West and then south along Property IDs 41012, 20102884, and 40451, thence

Southwest along the boundaries of Property IDs 40451, 40480, 86377, and 82762, thence

South across State Highway 238 to Property ID 40389, thence

East across the southern right of way boundary of State Highway 238 to the point it meets the northeast corner of Property ID 40837, thence

South along Property ID 40837 to the point it meets the coastline, thence

South along the coastline to the point it meets Property ID 40389, thence

Southwest to include Property IDs 40389, 40425, 40446, and 40603, thence

North along the western boundary of Property ID 40603, thence

North across State Highway 238 and VFW Road to Property ID 40740, thence

North along the western boundaries of Property IDs 40740 and 20102884, thence

East across the northern boundary of Property ID 20102884, thence

North across State Highway 35 to Property ID 36425, thence

North along the western boundaries of Property IDs 36425 and 33702, continuing east along the boundary of Property IDs 33702, 36425, 36838, and 67721 to the point it meets the western right of way boundary of Mildred Drive, thence

South along the western right of way boundary of Mildred Drive to the point it meets the southern right of way boundary of State Highway 35, thence

East along the southern right of way boundary of State Highway 35, thence

North to the southwest corner of Property ID 36684, thence

North along the western boundary of Property ID 36684 to the southern right of way boundary of Main Street, thence

East along the southern right of way boundary of Main Street, thence

North across Main Street to the southwest corner of Property ID 91618, thence

North along the western boundaries of Property IDs 91618, 91621, 91622, 13476, and 37916, thence

Continuing east along the northern boundary of Property ID 37916 to the point it meets the western right of way boundary of Half League Road, thence

East across Half League Road to the southwest corner of Property ID 92959, thence

North along the western right of way boundary of Half League Road to the point it meets the northwest corner of Property ID 37580, thence

East across the northern boundary of Property IDs 37580, 37289, and 20100671, thence

East across the northern boundary of Property ID 27911 to the point the northeast corner of Property ID 27911 meets the Lavaca Bay coast, which is the point of beginning.

Area #2

Beginning at the point the eastern right of way boundary of Seadrift Street meets the southern right of way boundary of W Austin Street, thence

East along the southern right of way boundary of W Austin Street to the point it meets the southern right of way boundary of the Union Pacific Railroad, thence

East along the southern right of way boundary of the Union Pacific Railroad to the point it meets the northern corner of Property ID 53568, thence

North across Lavaca Street to Property ID 18044, thence

North, east, and south following the boundary of Property ID 18044, thence

South across Lavaca Street to the northwest corner of Property ID 18055, thence

East across the northern boundary of Property ID 18055, continuing east along the southern right of way boundary of the Union Pacific Railroad, thence

Northeast across the Union Pacific Railroad to the northwest corner of Property ID 94026, thence

Northeast across the boundaries of Property IDs 94026 and 56797 to the point the northeast corner of Property ID 56797 meets the western right of way boundary S Virginia Street, thence

South along the western right of way boundary S Virginia Street to the point it meets the southeast corner of Property ID 38819, thence

Southeast to the northern corner of Property ID 90768, thence

South along the eastern boundaries of Property IDs 90768, 38494, and 38231 to the point the eastern boundary of Property of Property ID 38231 meets the coastline, thence

South along the coastline to the point it meets the southwest corner of Property ID 81505, thence

North along the western boundary of Property ID 81505 to the point it meets the eastern right of way boundary of Bredan Road, thence

West and south across Bredan Road, to the point the southern right of way boundary of Bredan Road meets the northeast corner of Property ID 37999, thence

South and then west along the boundary of Property ID 37999 to the point it meets the eastern right of way boundary of FM 1090, thence

West across FM 1090, thence

South along the western right of way boundary of FM 1090, thence

East across FM 1090 to include Property ID 31401, thence

Continuing south along the western right of way boundary of FM 1090 to the southeast corner of Property ID 52592, thence

West along the southern boundary Property ID 52592, continuing west across FM 1090, thence

South along the western right of way boundary of FM 1090 to the point it meets the northwest corner of Property ID 31826, thence

East along the northern boundary of Property ID 31826 to the point it meets the coastline, thence

South, then west, then north along the coastline to the point it meets the northwest corner of Property ID 78140, thence

North along the western boundaries of Property IDs 78139, 78138, 78137, 78136, 78135, 78134, 78133, 78132, and 78131, thence

East along the northern boundaries of Property IDs 78131, 80121, and 80120, thence

South along the eastern boundary of Property ID 80120, thence

East across Alcoa Drive to the northwest corner of Property ID 30730, thence

East along the northern boundary of Property ID 30730, continuing north along the western boundary of Property ID 39560, thence

Continuing north, then west, following the boundaries of Property IDs 39650, 39600, 10035, 39618, 39488, and 39504, continuing east along the northern boundaries of Property IDs 39560 and 57192 to the point it meets the western right of way boundary of Seadrift Street, thence

North along the western right of way boundary of Seadrift Street to the point it meets the northwest corner of Property ID 38739, thence

East along the northern boundary of Property ID 38739 to the point it meets the northeast corner of Property ID 38739, thence

West to the eastern corner of Property ID 50020, thence

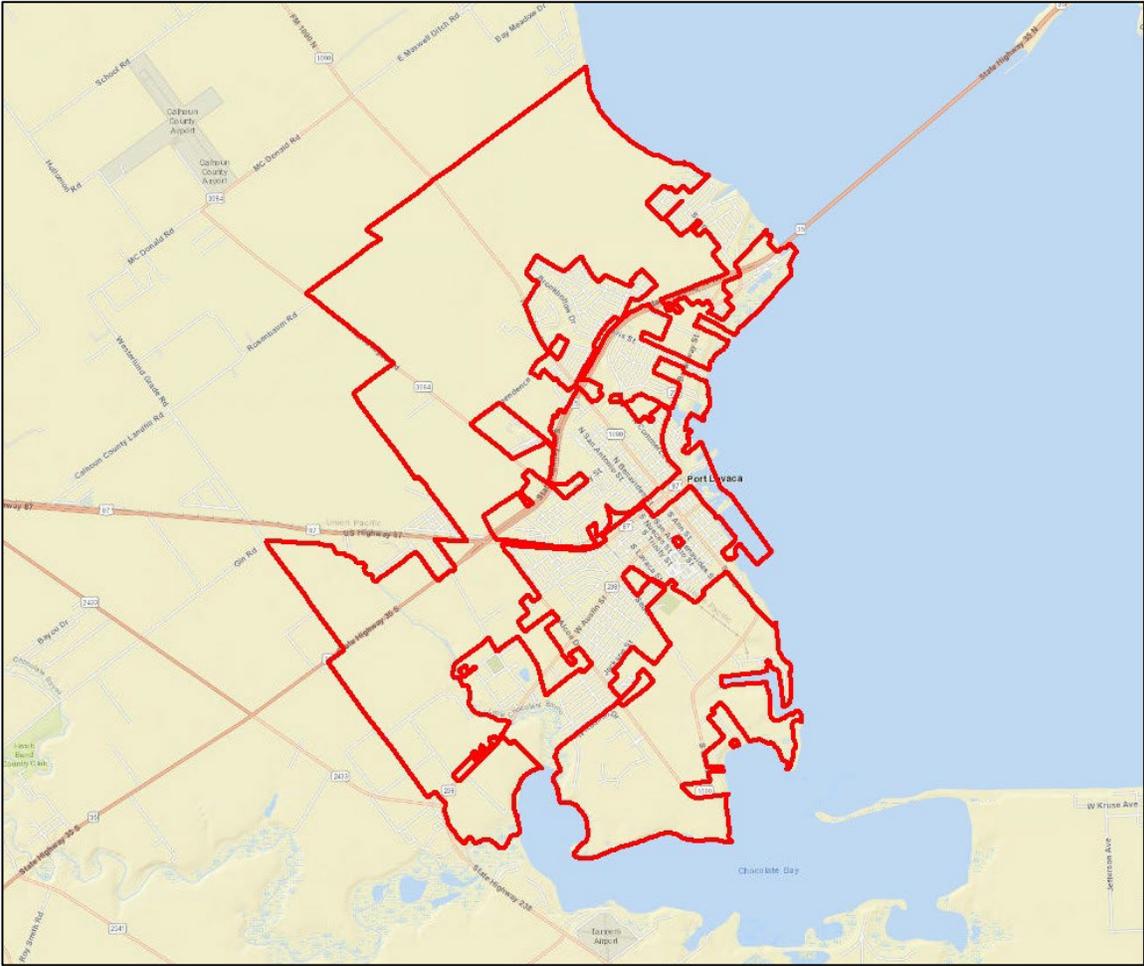
Southwest along the boundary of Property ID 50020 to the point the southern corner of Property ID 50020 meets the eastern right of way boundary of Seadrift Street, thence

North along the eastern right of way boundary of Seadrift Street to the point the eastern right of way boundary of Seadrift Street meets the southern right of way boundary of W Austin Street, which is the point of beginning.

Area #3

Area #3 consists of Property ID 17282, which is described as PORT LAVACA ORIGINAL TOWNSITE, BLOCK 45, LOT 1 THRU 12.

EXHIBIT B
BOUNDARY MAP



 - TIRZ Boundary

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Port Lavaca Wave, a newspaper printed and published in the City of Port Lavaca, County of Calhoun, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached, and that said newspaper meets the requirements of Section 2051.044 of the Texas Government code, to wit:

1. It devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. It is published at least once each week;
3. It is entered as second-class postal matter in the county where it is published;
4. It has been published regularly and continuously since 1891;
5. It is generally circulated within Calhoun County.

PUBLICATION DATES:

Oct. 22, 2025

NOTICE ID: X8WttsCJTKMMq4emtyXh

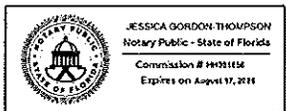
NOTICE NAME: City of PL TIRZ (2)

Publication Fee: 102.63

I declare under penalty of perjury that the foregoing is true and correct.

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: **10/22/2025**

J. Ra

Notary Public
Notarized remotely online using communication technology via Prof.

**CITY OF PORT LAVA-
CA, TEXAS
NOTICE OF PUBLIC
HEARING REGARDING**

**THE CREATION OF A
TAX INCREMENT REIN-
VESTMENT ZONE**

Pursuant to Section 311.003 of the Texas Tax Code, as amended, notice is hereby given that the City Council of the City of Port Lavaca, Texas (" City. "), will hold a public hearing that will start at or after 6:30 p.m. on November 10, 2025, at the regular meeting place of the City Council of the City at the Port Lavaca City Hall, 202 N. Virginia Street, Port Lavaca, TX 77979 on the creation of a tax increment reinvestment zone (the " Zone ") and its benefits to the City of Port Lavaca and to provide a reasonable opportunity for any owner of property within the proposed Zone to protest the inclusion of their property within the proposed Zone, which proposed Zone contains approximately 5,695 acres of land generally located within the corporate limits and extraterritorial jurisdiction of the City of Port Lavaca, Texas. A map depicting the boundaries of the proposed Zone and a boundary description of the land to be included within the proposed Zone are available for public inspection during regular business hours of the City in the office of the City Secretary in City Hall located at 202 N. Virginia Street, Port Lavaca, TX 77979 . At the public hearing, any interested person may speak for or against the inclusion of property within the proposed Zone, the creation of the proposed Zone, its boundaries and/or the concept of tax increment financing. Following the public hearing, the City of Port Lavaca City Council will consider adoption of an ordinance creating the Zone and other related

other related matters to tax
increment financing within
the Zone.

Section VIII. Item #2.

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-14-25) regarding the City of Port Lavaca's Texas Municipal Retirement System Benefits adopting: (1) A change in the City's Matching Ratio; (2) Annually accruing updated Service Credits and transfer updated Service Credits; and (3) Annually accruing annuity increases, also referred to as Cost of Living Adjustments (COLAS) for retirees and their beneficiaries. Presenter is Brittney Hogan

INFORMATION:

ORDINANCE #G-14-25

AN ORDINANCE REGARDING THE CITY OF PORT LAVACA’S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS ADOPTING: (1) A CHANGE IN THE CITY’S MATCHING RATIO; (2) ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND (3) ANNUALLY ACCRUING ANNUITY INCREASES, ALSO REFERRED TO AS COST OF LIVING ADJUSTMENTS (COLAS) FOR RETIREES AND THEIR BENEFICIARIES.

WHEREAS, the City of Port Lavaca, Texas (the “City”), elected to participate in the Texas Municipal Retirement System (the “System” or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act”); and

WHEREAS, each person who is or becomes an employee of the City on or after the effective date of the City’s participation in the System in a position that normally requires services of 1,000 hours or more per year (“Employee”) shall be a member of the System (“Member”) as a condition of their employment; and

WHEREAS, pursuant to TMRS Act §855.501, the City is electing to change its “current service annuity reserve on retirement” for its Members, which is more commonly referred to as its City matching ratio; and

WHEREAS, the City Council finds that it is in the public interest to: (1) in accordance with TMRS Act §855.501, authorize a change in the City’s matching ratio so that the City’s match of an Employee’s contributions at retirement is increased; (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and provide transfer Updated Service Credits, and (3) in accordance with TMRS Act §854.203 and §853.404, reauthorize annually accruing annuity increases, also referred to as cost of living adjustments (“COLAs”), for retirees and their beneficiaries; now:

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

Section 1. Authorization of a Change in the City Matching Ratio on the Retirement of TMRS Members Who Were Employees.

(a) For each month of current service rendered to the City by a Member after the effective date of this Section, the City elects to provide, at the time of such Member’s retirement, a sum that is 200% of such Member's accumulated contributions (as defined in the TMRS Act) for such month of employment and said sum shall be a liability of the City's account in the System’s benefit accumulation fund (the “City’s BAF”) in accordance with TMRS Act §§854.002 and 855.501.

(b) The change in City contributions shall be effective on the January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1.

Section 2. Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits.

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each Member who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing Employee of the City, to receive “Updated Service Credit,” as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each Employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as “Transfer USC”), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be 100% of the "base Updated Service Credit" of the TMRS Member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees (“Board”) of the System. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the “base Updated Service Credit” stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 3. Authorization of Annual Increases in Retirement Annuities, or COLAs.

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City Employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of the City's BAF.

(f) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board. Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

FIRST READING this 13th day of October, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 10th day of November, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 10th day of November, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

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



September 11, 2025

Brittney Hogan
Accountant
City of Port Lavaca
202 N. Virginia St.
Port Lavaca, TX 77979

Dear Ms. Hogan:

We are pleased to enclose a model ordinance for your city to adopt:

**2 To 1 City Matching Ratio
&
100% Updated Service Credit with Transfers
70% Cost of Living Adjustment Increase to Annuitants
Both Annually Repeating**

All Effective January 1, 2026

With respect to your interest in increasing your city's TMRS matching ratio from a 1.5:1 to a 2:1, your City Council must make this change by adopting an ordinance.

By statute, when a city changes its city matching ratio and the city currently offers Updated Service Credits (USC) and Cost of Living Adjustments (COLA) on an annually repeating basis, the city must readopt these annually repeating provisions. These readoptions are necessary because there are new USC and COLA costs associated with the new provisions. Therefore, the enclosed ordinance includes the city's readoption of these benefits.

By adopting this ordinance, your city will not need to adopt an ordinance each year to reauthorize the calculation of the Updated Service Credits and Cost of Living Adjustments. These benefits will remain in effect for future years until they are discontinued by an ordinance adopted by the City Council.

As reflected in the Plan Change Study you previously received, the city's contribution rate will be **9.03%** beginning January 1, 2026.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colin Davidson".

Colin Davidson
Director of City and Member Services

2026 Rates • Port Lavaca

July 29, 2025

Plan Provisions	Current	Option 1
Employee Contribution Rate	5%	5%
City Matching Ratio	1.5 to 1	2 to 1
Updated Service Credit (USC)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes
COLA	70% (Repeating)	70% (Repeating)
Retroactive COLA	Yes	Yes
Retirement Eligibility	25 years	25 years
Vesting	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees
Contribution Rates	2026	2026
Normal Cost Rate	4.46%	6.27%
Prior Service Rate	<u>0.95%</u>	<u>2.40%</u>
Retirement Rate	5.41%	8.67%
Supplemental Death Rate	<u>0.36%</u>	<u>0.36%</u>
Total Contribution Rate	5.77%	9.03%
Unfunded Actuarial Liability	\$704,289	\$1,827,470
Funded Ratio	95.4%	89.0%
Benefit Increase Amortization Period	20 years	20 years
Stat Max	9.50%	11.50%
Retirement Rate Exceeds Stat Max	No	No

* As of the December 31, 2024 valuation date, there were 9 employees with service in other TMRS cities eligible for transfer USC.

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-15-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 20, Environmental and Health, Article V. - Junk Vehicles, Abandoned Motor Vehicles, Junked Boats, Junked Trailers, Junked Towable Recreational Vehicles, Sec. 20-97 - Unlawful to Maintain a Nuisance; Exceptions; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 10, 2025

AGENDA ITEM:

DATE: 11.04.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER AMENDMENTS TO CH 20 JUNK VEHICLES ORDINANCE

Background:

Definition: JUNK VEHICLE: means a vehicle that is self-propelled, and:

- (1) Does not have ;lawfully attached to it:
 - a. An unexpired license plate; and
 - b. A valid motor vehicle inspection certificate; and
- (2) Is:
 - a. Wrecked, dismantled or partially dismantled, or discarded; or
 - b. Inoperable and has remained inoperable for more than:
 - 1. 72 consecutive hours, if the vehicle is on public property; or
 - 2. 30 consecutive days, if the vehicle is on private property.

The Development Services Office has received numerous complaints regarding the accumulation of junk vehicles at automotive repair shops that are in public view. These repair shops are also located on major thoroughfares within city limits. Therefore, this is what people see as they travel through our city. These vehicles tend to sit at these locations for months or even years with no improvements made. It is staff's recommendation that these vehicles need to be repaired or removed from public view.

Therefore, staff recommends adoption of this proposed amendment to Ch. 20, Article V, Sec. 20-97, as was discussed at a first reading on October 13 and a joint workshop with the Planning Board on October 28.

ORDINANCE #G-15-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA’S CODE OF ORDINANCES AS CHAPTER 20, ENVIRONMENTAL AND HEALTH, ARTICLE V, JUNK VEHICLES ABANDONED MOTOR VEHICLES, JUNKED BOATS, JUNKED TRAILERS, JUNKED TOWABLE RECREATIONAL VEHICLES; SECTION 20-97 UNLAWFUL TO MAINTAIN A NUISANCE, EXCEPTIONS; PROVIDING FOR PURPOSE OF ORDINANCE, PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 20, Section 20-97, Unlawful to maintain a nuisance; exceptions, of the City of Port Lavaca’s Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Effective Date

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

FIRST READING this 13th day of October, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 10th day of November, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 10th day of November, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Nay		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3-J, Page _____.

EXHIBIT “A”

CHAPTER 20 - ENVIRONMENTAL AND HEALTH

ARTICLE V. - JUNK VEHICLES, ABANDONED MOTOR VEHICLES, JUNKED BOATS, JUNKED TRAILERS, JUNKED TOWABLE RECREATIONAL VEHICLES

Sec. 20-97. - Unlawful to maintain a nuisance; exceptions.

a) It shall be unlawful for any person to cause or maintain a public nuisance on the real property of another or to suffer, permit or allow any nuisance to be left or maintained on his own real property; provided that this section shall not apply with regard to:

- (1) Any junk in an enclosed building;
- (2) Any junk, or a part thereof, parked or stored in a lawful manner on private property in connection with the business of a ~~licensed vehicle dealer or~~ licensed junkyard;
- (3) Any junk in an appropriate storage place or depository maintained at a location officially designed and in the manner approved by the city; and
- (4) Any accumulation of junk by a duly licensed junk dealer, **if maintained in an orderly manner. and does not constitute a health hazard.**

b) Junked vehicles or vehicle parts cannot be stored on non residential property as determined by the city future land use plan, at an automotive repair facility, an automotive body shop, an automotive painting facility, or an automotive wrecking or salvage yard. within the city. except that:

- (1) Junked vehicles, including any vehicle parts associated therewith. may be kept inside a completely enclosed building. so long as said vehicles, and vehicle parts, are maintained in an orderly manner. are not a health hazard. are not visible from the street or other public or private property. and complies with the currently adopted International Building Code and International Fire Code;**
- (2) Junked vehicles or vehicle parts stored outside of an enclosed building shall be kept in an area that is completely surrounded and enclosed by a solid fence or wall, as follows:**
 - a. Such fence or wall must be constructed of a material that prevents the junked vehicles or vehicle parts from being visible from the street or other public or private property;**

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- b. The fence or wall must be a height that prevents the junked vehicles and vehicle parts from being visible from the street or other public or private property, in no event shall the wall or fence be less than six feet tall;**
 - c. All fences or walls shall extend downward to within three inches of the ground and shall be plumb and square at all times;**
 - d. Any gates or openings must be built in accordance with the requirements of this section for a fence or wall. Gates shall be closed and securely locked at all times, except during normal hours.**
- (3) Automotive repair facilities and automotive body shops may store no more than two junked vehicles outside of a building or fenced-in area so long as each vehicle is owned by a person other than the owner of the automotive repair facility or automotive body shop, each vehicle is being stored for the purpose of repair, and each vehicle has been stored there for 30 days or less. Automotive repair facilities and automotive body shops may temporarily store up to an additional five junked vehicle outside of a fenced-in area during normal business hours. For purposes of this section, normal business hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m.**
- (4) Any junked vehicle that is not stored inside a completely enclosed building must be kept neatly parked, maintained in an orderly manner, and cannot be a health hazard.**

(Ord. No. G-8-04, § 2, 11-8-2004; Ord. No. G-5-16, § 1, 4-11-2016)

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-16-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 34, Peddlers, Solicitors, Itinerant Vendors, Garage Sales and Mobile Food Units Street Vendors; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 10, 2025

AGENDA ITEM:

DATE: 11.06.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONSIDER AMENDMENTS TO CHAPTER 34 – PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS TO ADD STREET VENDORS

Background:

In our current ordinance, the permit for an itinerant vendor is good for only 14 days and is \$100 for the 1st person and \$20 for each additional person. An Itinerant Vendor includes a Mobile Food Unit and a Street Vendor. Several years ago, the ordinance was amended to provide a permit fee for specific to Mobile Food Units of \$100 good for one year, but the amendment was not written such that it included Street Vendors.

As such our permit fees for Street Vendors are significantly higher than other surrounding communities.

In order to address this and clean up the ordinance we propose to add specific regulations for Street Vendors in Chapter 34 under Article III and differentiate between the permit and fees required for itinerant and those required for transient vendors.

The amendments proposed are in line with the discussions during the recent City Council/ Planning Board Workshop.

ORDINANCE #G-16-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA’S CODE OF ORDINANCES AS CHAPTER 34 PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES AND MOBILE FOOD UNITS, ARTICLE III, MOBILE FOOD UNITS; ADDING STREET VENDORS; PROVIDING FOR PURPOSE OF ORDINANCE, PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 34, Articles I Sec. 34-1, Article II Sec. 34-22 and Article III Sec. 34-50 and Sec. 34-51, of the City of Port Lavaca’s Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Effective Date

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

FIRST READING this 13th day of October, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 10th day of November, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 10th day of November, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Nay		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilwoman Bland-Stewart	Aye		
Councilman Burke	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3-J, Page _____.

EXHIBIT “A”

**CHAPTER 34 - PEDDLERS, SOLICITORS, ITINERANT VENDORS, GARAGE SALES,
~~AND~~ MOBILE FOOD UNITS AND STREET VENDORS**

Sec. 34-1. – Definitions.

Itinerant vendor (Mobile Food Units and Street Vendors) means all persons or their representatives who engage in temporary or transient business in the city, by offering for sale goods or merchandise or taking orders for merchandise from a vehicle or temporary stand set up on streets, rights-of-way or other publicly owned property, on a vacant lot, or in/on the parking lot of a permanent business.

ARTICLE II. – PERMIT

Sec. 34-22. – Required; fees.

- c) The fee for ~~itinerant and~~ transient vendors shall be as established in appendix A to this Code. The permits shall be good for 14 days from the date of issuance.

ARTICLE III. – ITINERANT VENDORS: MOBILE FOOD UNITS AND STREET VENDORS

Sec. 34-50. – Regulations.

Mobile food units are subject to the following regulations:

(a) Location:

- (1) All mobile food units must be located on a private parcel with at least annual written permission from the property owner, which is appropriately zoned for commercial development, if any. If there is no zoning, then the mobile food units must be located in areas not designated as single family, townhomes, two-family, multi-family or manufactured home in the land plan adopted by the city in its comprehensive plan. The location must be approved in writing by the city. Units shall not be allowed on a driveway, fire lane or obscure traffic sight visibility.
- (2) The location must also provide for adequate parking pursuant to Code of Ordinance requirements.
- (3) No mobile food units operating under this regulation shall be allowed to sell or service food on any public street, sidewalk, or other public right-of-way unless approved in writing by the City of Port Lavaca.
- (4) Mobile food units shall be ready and able to be removed from the parcel daily.

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- (5) All mobile food units shall have a valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance, and a Texas Sales Tax Permit and shall display secure a current mobile food unit permit and any document required by the Victoria County Department of Health.

(b) Operational issues.

- (1) A drive-through is not permitted in conjunction with the mobile food unit and shall not provide a drive-through service of any kind.
- (2) All mobile food units shall be equipped with a self-closing lidded trash receptacle. The trash receptacle must be placed outside next to the mobile food units for use by the patrons of the unit. The area around the mobile food units shall be kept clean and free from litter, garbage, and debris
- (3) Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Port Lavaca.
- (4) No mobile food unit shall operate before first obtaining a permit from the City of Port Lavaca.
- (5) Mobile food units are not a "food establishment" and are not subject to art. IX, div. 4 of the City's Code of Ordinances.
- (6) All mobile food units are subject to inspection by the City of Port Lavaca fire department for compliance with all rules and codes.

Street vendors are subject to the following regulations:

- (a) It shall be unlawful for any person to sell or offer for sale a snow cone or any prepackaged food including, but not limited to candy, beverages, and ice cream, from a vehicle upon a public street without first obtaining a Street Vendor Permit from the city permit department. The term of permits shall be from January 1 to December 31 of the year of issuance.
- (b) Applications for Street Vendor Permits shall be made on a form provided by the city permit department including at least the following information:
 - (1) The name, date of birth, driver's license number, home address, business address, and business telephone number of the applicant.
 - (2) A description of each vehicle to be used including the make, model, vehicle identification number and license number.

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- (3) A description of the products or services to be sold.
- (4) Each completed application shall be accompanied by the following:
- a. a fee for each vehicle as established in appendix A to this Code;
 - b. a certificate of liability insurance for each vehicle, naming the City as an additional insured, in amounts of not less than three hundred thousand dollars (\$300,000.00) for claims of injury to or death of one person, five hundred thousand dollars (\$500,000.00) for all claims for injury to or death of persons arising from a single accident, and one hundred thousand dollars (\$100,000.00) for claims for damage to property; and
 - c. *Criminal history check of applicant.* Persons applying for a Street Vendors Permit shall provide a state department of public safety criminal history check. Persons who have been convicted of any crime other than a minor traffic violation shall not be issued a Street Vendor Permit. Provided the applicant passes the background check, the permit department shall issue a permit for each vehicle proposed to be operated by the applicant upon compliance with the provisions of (b) above and with other applicable ordinances, and upon certification that each vehicle complies with the following equipment requirements:
 - (c) Vehicles shall be identified on the front and rear thereof by reflective lettering at least eight (8) inches in height stating "CAUTION-STREET VENDOR."
 - (d) Vehicles shall be equipped with amber flashing lights at the front and rear thereof visible from at least five hundred (500) feet in normal daylight.
 - (e) All vehicles conducting sales of goods that generate litter shall be equipped with containers for the deposit of such litter, accessible from the outside of the vehicle.
 - (f) Audible devices used on vehicles shall not be capable of being heard more than three hundred (300) feet from the vehicle.
 - (g) It shall be unlawful for any person to sell or offer for sale any goods or services from any street vending vehicle contrary to the following operating requirements:
 - (1) Vehicles shall pull as far as practicable to the right-hand curb or edge of the roadway, and shall come to a complete stop, before conducting any sale and during all times when sales are conducted.
 - (2) All sales from vehicles shall be conducted in such a manner that persons do not enter or leave the sales vehicle in order to conduct sales.
 - (3) No sales shall be conducted within any of the following areas:

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- a. Upon any street designated as a collector or an arterial thoroughfare as designated on the adopted thoroughfare master plan.
 - b. Upon any street within a public park.
- (4) Sales from vehicles shall be made only from the curbside of such vehicles.
- (5) Amber flashing lights shall be activated each time, and only when a vehicle stops to conduct a sale.
- (6) Sales shall be conducted only during the time between thirty (30) minutes before sunrise and thirty minutes after sunset.
- (7) No vendor or vending unit shall restrict, obstruct or interfere with the access of any person to or from a private driveway or in any way create an obstruction to adequate access to property.
- (8) Vendors shall yield the right-of-way to all other types of traffic and shall not block the reasonable flow of traffic when stopped to conduct sales.
- (h) Upon the first conviction of an operator of a permitted vehicle for a violation of the requirements of (c) or (d) above, the permit of such vehicle shall be suspended for a period of thirty (30) days. Upon the second such conviction, the permit of the vehicle shall be revoked for the duration of its term.
- (i) Each person conducting sales from vehicles upon streets shall comply with applicable permit or registration requirements of this article, and with applicable health department permit requirements and regulations.

Sec. 34-51. – Permit and fee.

A Mobile food unit shall be required to obtain a permit and a Street Vendor shall be required to obtain a permit. Permit fees are located in app. A "Schedule of Fees" of the City of Port Lavaca Code of Ordinances.

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-17-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 36, Signs, Sec. 36-7 Temporary Signs; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 10, 2025

AGENDA ITEM:

DATE: 11.06.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONSIDER AMENDMENTS TO TEMPORARY SIGN ORDINANCE

Background:

Taking into consideration the discussions at the October 27 workshop, the following are listed amendments to the regulations regarding Temporary Signs in the Sign Ordinance.

NOTE the attached proposed amended ordinance:

- has eliminated the requirement for a permit for any temporary sign, including banners, flags, pennants, and inflatables, but states that such signs shall otherwise comply with all other applicable sections of Chapter 36 (Signs).
- retains the restriction of one pennant sign per 25 ft lot frontage and one banner sign and one inflatable per physical address (corner lots may use frontage on both streets);
- retains the requirement that banners, flags, pennants and inflatables must be securely installed per the manufacturer’s recommendation for high wind areas, when provided.

Council may make changes to any of this in a motion to adopt this in the first reading.

36-1 Definitions:

- A-frame sign - add a maximum size – suggested 12 sf, (3’x4’ sign)
- Banner Sign -add additional description and a maximum size of 64 sf to match other temporary signs. NOTE if a banner is greater than 64 sf, it will not be considered a temporary sign and will need a sign permit and be installed to meet the windloads.
- Banner Street sign – add a definition for banner signs which extend across a public street
- Construction Sign – add a maximum size – suggested 64 sf (8’x8’ or 6’x10’ or 5’x12’)
- Inflatable – the current ordinance has no definition, so we are proposing to add one
- Political Sign - the current ordinance has no definition, so we are proposing to add one
- Realty sign – add a maximum size – suggested 64 sf
- Special promotion and event sign - the current ordinance has no definition, so we are proposing to add one. This definition is for promotions and events with a specific start and end date.
- Community Promotional Goodwill Campaign sign – we are proposing to add this definition and provide rules for this type of sign in the ordinance. This is for promotions that are longer in duration and/or don’t have a specifying start and end date. Examples are the promotional campaigns for the Calhoun County Port and Texas A&M Victoria

We are specifying that Realty signs shall conform to the same requirements and standards as construction signs. clarify that realty signs must follow the same install requirements as construction signs in that if they are greater than 32 sf they must be constructed and tied down to mee the wind loads.

36-7(d)(1): has been deleted since we are no longer requiring annual permits

36-7(d)(4): clarify that the one banner sign/one inflatable rule applies per physical address (not per business) and add that corner lots will be allowed one banner and one inflatable per street.

36-7(d)(5): change wording to say one pennant sign may be installed (instead of permitted) in order to clarify a permit is not required, and that corner lots can use the frontage of both streets in applying the 25 ft per lot frontage rule.

36-7(d)(6): we are proposing language that says the installation of banners, flags, pennants and inflatables must be installed per the manufacturer's recommendation for high wind areas, when available. This is not a requirement to meet the wind load, but typically manufacturer's will provide recommendations for the use/installation of their product in "high wind areas".

36-7(d)(7): We've added language to address basic requirements for Banner Street Signs (those that extend across a public street)

36-7(d)(8): It is noted that a permit is NOT required for banners. Flags, pennant and inflatables.

36-7(g): We are proposing to add a category of sign called "Community Promotional Goodwill Campaign sign." Examples of these would be the signs promoting the Calhoun County Port and the Texas A&M University - Victoria campus. Because these will be campaigns of unknown duration and unknown content, we would want any such signs greater than 6 sf to go thru a permitting process. As written, this would be a permit that would need to be renewed annually. In this way if the signs are not being taken care of and being allowed to get degraded and faded etc., the permit will not be renewed. In determining whether to issue a permit or not, the proposed content will be reviewed to verify it is community-oriented and not commercial advertising. We can choose to issue this permits with or without a fee.

ORDINANCE #G-17-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA’S CODE OF ORDINANCES AS CHAPTER 36 SIGNS, SEC. 36-1 DEFINITIONS; SEC. 36-7, TEMPORARY SIGNS; PROVIDING FOR PURPOSE OF ORDINANCE, PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 36, Sec. 36-1 Definitions; Sec. 36-7 Temporary Signs, of the City of Port Lavaca’s Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Effective Date

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

FIRST READING this 10th day of November, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of December, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of December, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilman Tippit			
Councilwoman Padron			
Councilwoman Bland-Stewart			
Councilman Burke			

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

EXHIBIT “A”

Chapter 36 – SIGNS

Sec. 36-1. - Definitions.

A-frame sign. A temporary sign, consisting of two message panels attached by a hinge or similar device along their edge, which is placed on the ground with the base of each panel separated by a sufficient distance to allow the sign to stand upright without support. For the purposes of this definition, A-frame signs include single message panels that are mounted on a wood or metal base which provides the stability and support necessary for the sign to stand upright without attachment to a structure. The maximum total sign area per side is 12 square feet (sf).

Banner sign means any temporary sign other than a pennant, which is made from lightweight material, which is designed to hang from a rope or wire to advertise a business, service, or special event and not mounted in a permanent rigid frame. The maximum size of a banner shall be 64 sf.

Banner Street Sign means a banner sign which is extended across a public street to advertise a civic or non-profit event or activity.

Construction sign means a sign placed by a company participating in the construction of financing on the property on which the sign is placed. The maximum size of a construction sign shall be 64 sf.

Flag means a type of wind device that is specifically designed for display by attaching it to the lanyard of a flagpole. This includes flags of the United States of America, any state, any city or foreign nations, historical, weather and other official flags of any institution or business. Business flags are designated as flags normally associated with a specific business such as "bait" or "antiques".

Inflatable means any temporary advertising device or sign that requires air or gas to be sealed or inflated to maintain shape and is used for the purpose of advertising, promotion, or attracting attention, including balloons, figures, or similar devices.

Pennant sign means a piece or series of similar pieces of lightweight plastic, fabric or other material, whether or not containing a message of any kind attached to a structure, rope, wire, or string, designed to move in the wind and attract attention to a business, product, service, or activity.

Political sign means a temporary sign that advocates for the election or defeat of a candidate or ballot measure in a local, state, or federal election. The maximum size of a political sign shall be 64 sf.

Realty sign means a temporary sign used to advertise a real estate development site or to advertise that real estate is for sale, rent or lease. The maximum size of a realty sign shall be 64 sf.

Special promotion and event sign means a temporary sign that advertises a unique or limited duration event or campaign, such as a grand opening, seasonal sale, product launch, community fair, or similar occasion. These signs are not intended for ongoing advertising of regular business operations.

Community Promotional Goodwill Campaign sign means a temporary sign which promotes a positive community-oriented spirit in conjunction with a community spirit campaign and are not commercial advertising.

Sec. 36-7. - Temporary signs.

Unless otherwise specified, a permit shall not be required for temporary signs, provided however, such signs shall otherwise comply with all other applicable sections of Chapter 36.

- (a) Construction and Realty signs shall conform to the following:
 - ~~(1) Such signs shall be located on premises no more than 30 days prior to the start of construction and removed no later than 15 days after construction is completed. Such signs shall be used only temporarily during relevant periods of development or listing. Such signs become abandoned signs upon occupancy of the premises.~~
 - (2) Signs that have an area of 32 square feet or more must be constructed and tied down to meet the wind code. Signs that have less square footage may sit on the ground and be held in place by sandbags.
 - (3) One construction sign may be used on a lot; corner lots are allowed one sign per street.
 - (4) Within primarily residential areas, such signs shall be no greater than six square feet and a maximum height of 6 feet.
 - ~~(5) Permit not required.~~

- ~~(b) Realty signs shall conform to the following:~~
 - ~~(1) If on a site being developed it shall be the same as subsection (a)(1) of this section.~~
 - ~~(2) If located on a property for sale or lease, the sign may remain on the premises until the new owner or renter takes possession of the property.~~
 - ~~(3) Permit not required.~~

- ~~(e~~ b) Political signs shall conform to the following:
 - (1) Such signs shall not be placed in public rights-of-way except at polling places.
 - (2) Such signs shall be removed no later than 15 days following the election for which they are posted, except signs at polling places, which shall be removed immediately after the polling place closes.
 - (3) Such signs shall be placed a minimum of 25 feet apart.

- (4) Signs with an effective area greater than ~~36~~ 32 square feet shall not be placed within the city limits any sooner than 60 days prior to the election and must be installed as specified in subsection (a)(2) of this section.
 - ~~(5) Such signs shall not be restricted on private real property except as permitted by V.T.C.A., Local Government Code § 216.903.~~
 - ~~(6)~~ 5 Permit not required.
- (~~d~~ c) Banners, flags, pennants, and inflatables shall conform to the following:
- ~~(1) Such signs shall be allowed for each calendar year.~~
 - ~~(2)~~ 1 Such signs shall be maintained in a neat and orderly manner and shall not be torn, tattered, ripped or faded.
 - ~~(3)~~ 2 Such signs hung inside a place of business shall not constitute a sign and ~~will not require a permit.~~ are not subject to the requirements of this ordinance.
 - ~~(4)~~ 3 Such signs and inflatables shall not encroach any public right-of-way, shall not create a sight obstruction for vehicular or pedestrian traffic and shall not be attached to any public or franchised utility pole, support wire or tree.
 - ~~(5)~~ 4 One banner sign and one inflatable may be used per ~~place of business~~ physical address; corner lots are allowed one banner sign and one inflatable per street.
 - ~~(6)~~ 5 One pennant sign may be ~~permitted~~ installed each 25 feet per lot frontage; corner lots may use the frontage of both streets.
Example: A lot front up to 49 feet may place one pennant sign; a 50-foot lot front may place two pennant signs, a 75-foot lot front may place three signs, etc.
 - ~~(6)~~ 6 Banners, flags, pennants and inflatables must be securely installed per the manufacturer's recommendation for high-wind areas, when provided.
 - ~~(7)~~ 7 Banner Street signs shall be allowed only with the written permission of the City Manager or designee and proper agents from the applicable state and utility companies when affected, and must be removed no later than 30 days after the advertised events ceases. Approved location of Banner Street signs shall be based on all aspects of public safety.
 - ~~(7)~~ 8 Permit not required.
- (e) A-frame signs shall conform to the following:
- (1) Placement. An approved A-frame sign shall conform to the following placement standards:
 - a. Establishments with a main customer entrance directly facing a public street or sidewalk may place an a-frame type sign on the public sidewalk in front of the establishment.
 - b. The sign shall not obstruct traffic control signs or devices. Signs may not impede or hinder the vision of drivers or bicyclists. Signs may not obstruct pedestrian or ADA traffic.
 - (2) Time limit. An approved A-frame sign shall only be placed within the working business hours of the business for which the sign is identifying.
 - (3) Permit not required.

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

- (f) Special promotions and event signs temporarily displayed to advertise special promotions, events, and grand openings shall conform to the following:
- (1) Such signs shall be limited to one sign per 25 feet of street frontage;
 - (2) Such sign shall not be erected more than 30 days prior to the event and removed not more than three days after the event;
 - (3) Subject to approval by the code official as to the size, location and method of ~~erecting;~~ installation, to ensure that public safety is not jeopardized.
 - (4) Permit not required.
- g) Community-oriented Promotional Campaign signs:
- (1) Community-oriented promotional campaign signs which are 6 sf or less in size may be installed on private property and kept in good condition without a permit.
 - (2) Community promotional signs greater than 6 sf in size will require a Temporary sign permit good for one-year.

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-18-25) of the City of Port Lavaca; amending Code of Ordinances, Chapter 20, Environmental and Health, Article XII – Litter; Sec. 20-512, Littering, Dumping Prohibited; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: November 10, 2025 **AGENDA ITEM** _____

DATE: 10/28/2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider amendments to Chapter 20 – Environmental and Health; Article XII – Litter of the City’s Code of Ordinances

In an effort to control illegal dumping, code enforcement spent numerous hours videoing and investigating the accumulation of discarded tires and medical waste at Harbor Refuge. Code Enforcement was able to identify an individual that continually dumped medical waste. A citation was mailed to the individual with a court date to appear before the municipal judge. However, the judge reviewed the case and refused to pursue the case, due to no penalty clause in the littering ordinance.

Therefore, staff recommends the addition of the penalty clause and additional definitions to the article.

Attachments:

- Proposed Chapter 20 – Environmental and Health; Article XII – Litter (Reference to the Texas Code of Criminal Procedure is informational only)

ORDINANCE #G-18-25

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA’S CODE OF ORDINANCES AS CHAPTER 20, ENVIRONMENTAL AND HEALTH, ARTICLE XII, LITTER; SEC. 20-511 DEFINITIONS; SEC. 20-512 LITTERING, DUMPING PROHIBITED; SEC. 20-514 PENALTY AND CONTINUING VIOLATIONS; PROVIDING FOR PURPOSE OF ORDINANCE, PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Purpose.

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

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Effective Date

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

FIRST READING this 10th day of November, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of December, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of December, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

First Reading	Second and Final	Passed and Approved
------------------	---------------------	------------------------

Councilman Aguirre
 Councilman Dent
 Councilman Tippit
 Councilwoman Padron
 Councilwoman Bland-Stewart
 Councilman Burke

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

EXHIBIT “A”

Chapter 20 – ENVIRONMENTAL AND HEALTH

ARTICLE XII. - LITTER

Sec. 20-511. Definitions.

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

Debris. Any dirt, concrete, rocks, brick or other building materials not being used for on-site improvements pursuant to a duly issued building permit.

Junk. Means all worn-out, worthless, and discarded matter.

Litter. Any solid waste, trash, debris, rubbish, refuse, garbage or junk not placed in a container includes but is not limited to yards, grounds, driveways, entranceways, passageways, parking areas, working areas, storage areas, vacant lots and recreation facilities owned by private individuals, firms, corporations, institutions and organizations.

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

Refuse. means the term shall refer to residential and commercial refuse and bulk waste, commercial debris and stable matter generated at a residential or community unit unless context otherwise requires.

Rubbish. Any garbage, trash and other discarded articles and materials.

(Ord. No. G-8-23 , § 1(exh. A), 9-11-2023)

Sec. 20-512. Littering, dumping prohibited.

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

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

- (c) Any person who causes or permits the dumping of litter on right-of-way of any public highway, street, easement or thoroughfare, or upon any public park, private property, or on any premises, or in any container, without legal permission; or who causes, maintains or permits the accumulation of litter which creates an unsanitary condition or permits or encourages the accumulation or breeding of vectors, is guilty of an infraction.

(Ord. No. G-8-23 , § 1(exh. A), 9-11-2023)

Sec. 20-513. Litter from motor vehicle.

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

(Ord. No. G-8-23 , § 1(exh. A), 9-11-2023)

Sec. 20-514. Violation and penalty; continuing violations

A person who violates any other provision of this Code shall be punished upon conviction thereof by a fine not to exceed five hundred dollars (\$500.00).

A person who violates any provision of this Code pertaining to fire safety or public health and sanitation, including the dumping of refuse, shall be punished upon conviction thereof by a fine not to exceed two thousand dollars (\$2,000.00).

A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Such penalties shall apply to all violations of provisions of this Code which occur after the effective date of this section regardless of any contrary penalty provision contained in the various ordinances when originally approved and adopted.

******NOT TO BE INCLUDED IN THE ORDINANCE******

Texas Code Of Criminal Procedure

Art. 4.14. JURISDICTION OF MUNICIPAL COURT. (a) A municipal court, including a municipal court of record, shall have exclusive original jurisdiction within the territorial limits of the municipality in all criminal cases that: (1) arise under the ordinances of the municipality; and (2) are punishable by a fine not to exceed: (A) \$2,000 in all cases arising under municipal ordinances that govern fire safety, zoning, or public health and sanitation, other than the dumping of refuse; (B) \$4,000 in cases arising under municipal ordinances that govern the dumping of refuse; or (C) \$500 in all other cases arising under a municipal ordinance.

Secs. 20-514~~5~~ - 20-520. Reserved.

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (G-19-25) of the City of Port Lavaca; amending Code of Ordinances, Appendix A, Fees, Rates and Charges; Chapter 32 Parks and Recreation, Sec 32-71(e) Lighthouse Beach and RV Park; Chapter 54, Waterways; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 10, 2025

AGENDA ITEM:

DATE: 11.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER AMENDMENTS TO FEES & RATES ORDINANCE

Background:

The Port Commission, at their regular meeting on October 21, unanimously voted to recommend to City Council to make the following amendments to the rates charged at the Nautical Landings Marina. The current fees were established in April of 2020. Now that the breakwater is finally complete and better protecting the Marina, Harbor Master Jim Rudellat presented a comparison of rates of regional marinas to the Port Commission. After review and discussion, the following changes are being recommended by the Port Commission.

Nautical Landings Marina Rates:	
o Dockage Space - LF/month	\$6.30 \$7.00
o 110 v. 30-amp Connection - per month	\$52.50 \$53.00
o 220 v. 50-amp Connection - per month	\$105.00
Water and Trash (Included in all rentals)	
o Transient rate <35 ft. daily per foot	\$15.75 \$1.00
o Transient rate >35 ft. weekly per foot	\$21.00 \$4.00
o Transient rate monthly per foot	\$13.00

The Parks Board, at their regular meeting on October 29, unanimously voted to recommend to City Council to make the following amendments to the daily and weekly rates charged for RV sites at Lighthouse Beach RV Park and Campground. Staff presented to the Parks Board some current regional comparisons and it was decided that our daily and monthly rates were too high to attract tourists to the area who could head to Rockport and other RV Parks for their vacations. Considering the fact that we do not charge separately for electricity in the monthly spaces, the Parks Board felt the current rates were fair and comparable to other parks that do charge for metered electricity.

Lighthouse Beach and RV Park	
<i>Hill sites:</i>	
<i>Daily rates:</i>	\$70.00 \$50.00
<i>Weekly rates:</i>	\$375.00 \$325.00
<i>Monthly Rate:</i>	\$650.00
Maximum Monthly Stay	6 months
<i>Waterfront Sites:</i>	
<i>Daily rates:</i>	\$75.00 \$55.00
<i>Weekly rates:</i>	\$380.00 \$350.00

Tried to show rates as comparable to our waterfront sites as possible -
 from May 2024; If updated to 10/17/2025, then in italics

	Daily	Weekly	Monthly
BayView RV/Calhoun	\$50	\$225	\$395 + E
<i>Calhoun Riverside Retreat</i>	<i>\$40</i>	<i>\$200</i>	<i>N/A</i>
Sandollar - Rockport - concrete	\$64	\$270 + E	\$535 + E
Sandollar - Rockport - gravel	\$60	\$250 + E	\$488 + E
<i>Woody Acres / Fulton</i>	<i>\$45</i>	<i>\$255</i>	<i>\$430 + E</i>
<i>Coastal Cowboy / Rockport</i>	<i>\$45</i>	<i>\$225</i>	<i>\$400 + E</i>
<i>Keller/Coastal Bay RV/Calhoun</i>	<i>\$50</i>	<i>\$250</i>	<i>\$395 + E</i>
Serendipity Palacios	\$52	\$275+E	\$450+E
<i>Beacon / Rockport</i>	<i>\$55</i>	<i>\$275 + E</i>	<i>\$495 start + E</i>
Beach Rd RV - Matagorda	\$55	\$220	350 + E
<i>By the Bay - Rockport (Premium)</i>	<i>\$55</i>	<i>\$250 + \$0.14/kwh</i>	<i>\$535 + \$0.14/kwh</i>
Port O'Connor RV Park	\$55	\$210 + E	\$425 + E
<i>Qilly's / Rockport Pond View</i>	<i>\$65</i>	<i>\$325</i>	<i>\$525 + E</i>
<i>LHB Hill Sites (includes E+w/s)</i>	<i>\$70</i>	<i>Now \$375</i>	<i>Now \$650</i>
Texas Lakeside - Port Lavaca (Waterfront Orange)	\$65	\$325	\$550 + E
<i>Seagrass RV Resort - Rockport (Lazy River)</i>	<i>\$70</i>	<i>\$420</i>	<i>\$599</i>
<i>Rockport RV Resort</i>	<i>\$75</i>	<i>\$280</i>	<i>\$490 + \$0.15/kwh</i>
<i>LHB Waterfront Sites (include E+w/s) *</i>	<i>\$75</i>	<i>Now \$380</i>	<i>N/A</i>
<i>Reel Chill Rockport</i>	<i>\$75 + E</i>	<i>\$329 + E</i>	<i>\$595 + E</i>
<i>SeaBreeze / Portland</i>	<i>\$85</i>	<i>\$290</i>	<i>\$540 + E</i>
KOA Port Lavaca Deluxe	\$60		Have to call

	Daily	Annual	Annual w/ proof of residency
<i>Rockport Beach Passes</i>	<i>\$10</i>	<i>\$40</i>	<i>\$20</i>
LHB	\$5	\$25	\$25

Note: LHB Waterfront sites max 2 week allowed currently
 LHB Hill side max 6 months allowed currently

ORDINANCE #G-19-25

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

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

Chapter 32: Parks and Recreation
Sec. 32-71(e) Lighthouse Beach and RV Park

Chapter 54: Waterways

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 10th day of November, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of December, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of December, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

First Reading	Second and Final	Passed and Approved
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Councilman Aguirre
 Councilman Dent
 Councilman Tippit
 Councilwoman Padron
 Councilwoman Bland-Stewart
 Councilman Burke

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

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

EXHIBIT A

CHAPTER 32 - PARKS AND RECREATION

Section Number	Subject	Fee Amount
32-71(d)	Minor and special event permit	No charge
32-71(e)	Lighthouse Beach and RV Park	
	<i>Hill sites:</i>	
	<i>Daily rates:</i>	\$70.00 \$50.00
	<i>Weekly rates:</i>	\$375.00 \$325.00
	<i>Monthly Rate:</i>	\$650.00
	Maximum Monthly Stay	6 months
	<i>Waterfront Sites:</i>	
	<i>Daily rates:</i>	\$75.00 \$55.00
	<i>Weekly rates:</i>	\$380.00 \$350.00
	Maximum Weekly Stay	2 weeks
	<i>Lighthouse Beach and RV Park other fees:</i>	
	<i>Tent sites Daily Rates</i>	\$25.00
	<i>Miscellaneous rates:</i>	
32-71(d)	Annual day pass	\$25.00
32-71(d)	Annual senior day pass	\$20.00
	Day pass	\$5.00
	Day pass bus non-school	\$45.00
	<i>Pavilion rentals: per day</i>	
	Lighthouse Beach pavilion includes 20-day passes	\$200.00
	Bayfront Peninsula Pavilion Area 1	\$200.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
	<i>Pavilion deposits: per event</i>	
	Lighthouse Beach Pavilion	\$150.00
	Bayfront Peninsula Pavilion Area 1	\$150.00
	Bayfront Peninsula Pavilion Area 2	\$500.00
32-73(b)	Alcohol-in-the-park permit	\$50.00 (No waiver or exceptions)

(Ord. No. G-4-05, § III, 6-13-2005; Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; [Ord. No. G-8-15](#), 9-14-2015; [Ord. No. G-1-18](#), art. II, 1-8-2018; Ord. No. [G-2-20](#), § II, 4-13-2020; Ord. No. [G-3-21](#), art. II, 5-10-2021; [Ord. No. G-5-24](#), art. II(Exh. A), 6-10-2024; [Ord. No. G-1-25](#), § Art. II, Exh. A., 4-14-2025)

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

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

CHAPTER 54 – WATERWAYS

Section Number	Subject	
	General:	
	Parking: Parking in Public Parking areas by <u>Commercial Tenants</u> of the City of Port Lavaca Ports and Harbors, or by those Persons Fleeting/Mooring or Docking in City Ports and Harbors, shall pay per vehicle per day.	\$5.00
	Bunker Fee, Tank Truck to Vessel Per Truck:	\$50.00
	Tariffs:	
	o Oysters per sack	\$0.00
	o Oysters per barrel	\$0.00
	o Shrimp per ton	\$0.00
	o Crude/condensate per barrel	\$0.125
	o Bulk product liquid or dry per ton	\$0.79
	Dockage:	
	Dockage for all self-propelled and non-self-propelled vessels shall be based on Length Overall (LOA) in feet per Day as follows:	
	o 74 ft. or less	\$75.00
	o 75 ft. to 100 ft.	\$125.00
	o 101 ft. to 200 ft.	\$200.00
	o 201 [ft.] or greater	\$250.00
	Fleeting and Mooring:	
	Fleeting and Mooring (Charges in locations approved by the Harbor Master per Day)	
	o Regulation Barges	\$175.00
	o Over-sized Barges (exceeding 35 ft. x 200 ft.)	\$250.00
	o All other fleeted vessels, equipment or materials	\$250.00
	o Fine for unauthorized fleeting or mooring per day	\$500.00
	Smith Harbor and City Harbor:	
	Commercial Vessel Dockage Rate: (available only for leases of one year or greater unless otherwise approved by City Council)	
	For leases of one year or greater	
	o First 25 ft. in length per month	\$175.00
	o For each additional foot of length > 25 ft. per month	\$5.00

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

Section VIII. Item #8.

	For leases up to and including six months	
	o First 25 ft in length per month	\$250.00
	o Each additional foot of length > 25 ft per month	\$6.00
	o For leases > 6 months < 12 months	
	First 25 ft in length per month	\$200.00
	o Each additional foot of length >25 ft per month	\$5.00
	Harbor of Refuge:	
	o Dockage Space - LF/month	\$4.00
	o Use of Rail Spur Rail Spur Maintenance Fee-LS/month	\$1,000.00
	Nautical Landings Marina Rates:	
	o Dockage Space - LF/month	\$6.30 \$7.00
	o 110 v. 30-amp Connection - per month	\$52.50 \$53.00
	o 220 v. 50-amp Connection - per month	\$105.00
	Water and Trash (Included in all rentals)	
	o Transient rate <35 ft. daily per foot	\$15.75 \$1.00
	o Transient rate >35 ft. weekly per foot	\$21.00 \$4.00
	o Transient rate monthly per foot	\$13.00

Ord. No. [G-1-19](#), art. II, 1-14-2019; Ord. No. [G-4-20](#), art. II, 9-14-2020; Ord. No. [G-3-21](#), art. II, 5-10-2021; Ord. No. [G-4-21](#), art. II, 9-20-2021; [G-7-23](#), art. II (Exh. A), 9-11-2023; [Ord. No. G-9-24](#), art. II (Exh. A), 10-14-2024)

COMMUNICATION

SUBJECT: Consider First reading of an Ordinance (S-7-25) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-4-25 for 2025-2026 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Brittney Hogan

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: NOVEMBER 10, 2025

AGENDA ITEM _____

DATE: NOVEMBER 4, 2025

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, FINANCE DIRECTOR

SUBJECT: CONSIDER AND APPROVE BUDGET ORDINANCE FOR INSTALLATION OF FIBER TO VARIOUS CITY FACILITY LOCATIONS

BACKGROUND:

Currently City Hall and the Police Department are “piggybacking” off the Public Works buildings fiber internet connection. This in turn means when Public Works internet goes down, so does City Hall and the Police Departments internet. After talking with Sparklight on the City’s internet options we have reached an agreement on upgrading to governmental fiber service with Sparklight, which will provide the below benefits:

- **Significantly Higher Bandwidth Capacity**
Fiber supports much greater data throughput, enabling future-proof scalability as bandwidth demand increases.
- **Faster Internet Speeds**
Fiber provides symmetrical upload and download speeds, essential for modern applications, cloud services, and real-time communication.
- **Improved Reliability**
Unlike coax, fiber is immune to electromagnetic interference and signal degradation over long distances, reducing downtime and maintenance.
- **Lower Latency**
Fiber’s low latency enhances performance for video conferencing, VoIP, smart city applications, and critical municipal services.

In addition to upgrading to Fiber this will also ensure that all internet services will be billed to one centralized government account rather than individual business accounts as it is being billed now.

FINANCIAL IMPLICATIONS:

If the City upgrades to fiber at all of the sites listed Sparklight will cover 100% of the construction costs for the entire project. The total construction costs for all the location upgrades is \$66,328. This means the City will only be responsible for the new monthly charges for fiber services, and increased bandwidths which total \$19,403.76 additional per year. In addition to this cost VC3 will need to reconfigure these locations firewall circuits for the new service with a one-time cost of \$10,664.00

RECOMMENDATION:

Approve the budget amendment for all costs associated with fiber installation at various City buildings.

ORDINANCE NO. S-7-25

AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS FOR AMENDMENT(S) TO THE BASE ORDINANCE NO. S-4-25 FOR 2025-2026 FISCAL YEAR BUDGET; PROVIDING FOR BUDGET AMENDMENT(S); PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Port Lavaca’s current 2025-2026 Annual Budget was passed and approved by Base Ordinance No. S-4-25 on September 22, 2025; and

WHEREAS, department specific equipment, projects, and staffing are each an integral part of the annual budget and efficient and productive operations for the City as a whole; and

WHEREAS, staff recommends the various changes and amendments to the original budget to meet the challenges that serve a municipal purpose and have arisen since the original budget adoption, as authorized by Local Government Code Section 102.010; and

WHEREAS, the City Council has determined that this budget amendment is necessary and proper, serves a municipal purpose and will help the City better protect the health, safety and welfare of the general public.

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

SECTION 1: The City Council of the City of Port Lavaca, Texas does hereby approve an amended budget for the City of Port Lavaca General Fund for the Fiscal Year beginning October 01, 2025 and ending September 30, 2026, as set forth in the attached Exhibit A Budget Amendment.

SECTION 2: That all other portions of the original adopted budget shall remain as adopted.

SECTION 3: Severability. Should any section, subsection or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the Ordinance as a whole or any other remaining portions of this Ordinance.

SECTION 4: Repeal. This Ordinance shall be cumulative of all provisions of ordinances of the City of Port Lavaca, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5: Effective Date. This ordinance shall take effect from and after the earliest date provided by law following its adoption and publication as provided by law.

FIRST READING this 10th day of November, 2025

Jack Whitlow, Mayor

SECOND AND FINAL READING this 8th day of December, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 8th day of December, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

First Reading	Second and Final	Passed and Approved
------------------	---------------------	------------------------

- Councilman Aguirre
- Councilman Dent
- Councilman Tippit
- Councilwoman Padron
- Councilwoman Bland-Stewart
- Councilman Burke

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

CITY OF PORT LAVACA
Request For Approval of Budgetary Amendment
Fiscal Year 2025-2026

Amendment # **PUF-001**
 2,052,903.21

FUND: PUBLIC UTILITY FUND - 501

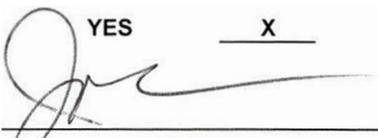
Required Balance \$

Unreserved Fund Balance at 10/01/2025 \$ 5,074,725 *
Current Surplus/Deficit in Budget 381,920
Net Increase/(Decrease) this Request (4,995)
Amended Unreserved Fund Balance \$ 5,451,650 *

Date Requested: 5/1/2025

Account No.					Original Budget	Increase/ (Decrease)	Amended Budget	Reason
Fund	Dept.	Line-item	DEPT	---- Description ----				
501	50070	536.5134	WWTP	CABLE & INTERNET	2,250	3,218	\$ 5,468	
501	50070	542.9800	NON DEPT	CONTRACTED SERVICE - ALL DEPTS	101,541	1,777	\$ 103,318	ADDTL BAUER LANDSCAPING
NET INCREASE/(DECREASE) TO UNRESERVED FUND BALANCE						(4,995)		

Approvals:
 COUNCIL: YES X NO

City Manager 

Director of Finance 

Entered: _____

Initials: _____

Date: _____

*Subject to change pending all audit entries for FY 2024-2025



Outlook

Fw: Service Ticket #4595121 - 2025.10 - PFF - New Fiber circuits at 6 locations - City of Port Lavaca, TX

From Justin Weatherly <justin.weatherly@vc3.com>

Date Fri 10/31/2025 2:00 PM

To Brittney Hogan <bhogan@portlavaca.org>

Cc Jasmine Stafford <jstafford@portlavaca.org>

Hello Brittney,

We have prepared a quote for you. This quote is for labor to reconfigure firewalls for the new circuits being installed at CH\PD, PW, Fire Station 1, Fire Station 2, Water & Bauer Center.

You can find the quote at the link below, or you can reply to this email with any questions you may have.

[View your quote](#)

Thank you,

- Executive Summary

Description
<p>EXECUTIVE SUMMARY</p> <p>The city of Port Lavaca TX is signing an agreement to upgrade fiber at 6 locations. This will require updating the firewalls at each location and ensuring all connectivity is restored.</p>

- Labor

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Labor - Fixed Fee - Setup, Configuration & Project Management		\$10,664.00	1	\$10,664.00
Subtotal:					\$10,664.00

Justin Weatherly
 Senior Strategic Advisor
 VC3

 (901) 261-7426
 vc3.com



[Sign up for the VC3 newsletter!](#)

	Business Service Agreement
	Date: 10/31/2025, 3:47 PM

OFFICE:	ANNISTON, AL	ACCOUNT EXECUTIVE:	Michael Huey
COMPANY NAME:	Cable One, Inc. d/b/a Sparklight ("Sparklight Business")	TELEPHONE:	(256) 591-6577
STREET ADDRESS:	606 Noble Street	FAX:	
CITY/STATE/ZIP	Anniston AL 36201	EMAIL:	michael.huey@sparklight.biz

CUSTOMER COMPANY NAME	City of Port Lavaca	AUTHORIZED CUSTOMER CONTACT:	JoAnna Weaver
STREET ADDRESS:	202 N Virginia St	TELEPHONE:	3615529793
CITY/STATE/ZIP	Port Lavaca, TX, 77979	EMAIL:	jweaver@portlavaca.org

CONTRACT TOTALS

TOTAL MRC	INSTALLATION CHARGES	TOTAL NON-RECURRING CHARGES	BUILD FINANCING	RECURRING (FINANCED)
\$3,540.00	\$0.00	\$0.00	N	

Term Length: 36

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

SITE NAME	ADDRESS	OffNet Location	SERVICE MRC
Bauer Community Center	2300 State Highway 35 N Port Lavaca, TX 77979	No	\$460.00
City Hall	202 N Virginia St Port Lavaca, TX 77979-3431	No	\$760.00
Fire Station 1	1501 W Austin St. Port Lavaca, TX 77979	No	\$550.00
Fire Station 2	800 State Highway 35 N. Port Lavaca, TX 77979	No	\$550.00
Public Works	628 W George St Bldg C Port Lavaca, TX 77979	No	\$760.00
Water Department	800 N Commerce St. Port Lavaca, TX 77979	No	\$460.00

DIA DETAILS

Site Name	Quantity	Product Name	Bandwidth	Price
Bauer Community Center	1	Dedicated Internet Access - Retail	300	\$460.00
Bauer Community Center	1	/30 - 1 IP	300	\$0.00
City Hall	1	Dedicated Internet Access - Retail	1000	\$760.00
City Hall	1	/29 - 5 IP	1000	\$0.00
Fire Station 1	1	Dedicated Internet Access - Retail	500	\$550.00
Fire Station 1	1	/29 - 5 IP	500	\$0.00
Fire Station 2	1	Dedicated Internet Access - Retail	500	\$550.00
Fire Station 2	1	/30 - 1 IP	500	\$0.00

Site Name	Quantity	Product Name	Bandwidth	Price
Public Works	1	Dedicated Internet Access - Retail	1000	\$760.00
Public Works	1	/30 - 1 IP	1000	\$0.00
Water Department	1	Dedicated Internet Access - Retail	300	\$460.00
Water Department	1	/30 - 1 IP	300	\$0.00

BANDWIDTH MONITORING DETAILS

Site Name	Quantity	Product Name	Price
Bauer Community Center	1	Bandwidth Monitoring Above100MB	\$0.00
City Hall	1	Bandwidth Monitoring Above100MB	\$0.00
Fire Station 1	1	Bandwidth Monitoring Above100MB	\$0.00
Fire Station 2	1	Bandwidth Monitoring Above100MB	\$0.00
Public Works	1	Bandwidth Monitoring Above100MB	\$0.00
Water Department	1	Bandwidth Monitoring Above100MB	\$0.00

SPECIAL CONDITIONS

Customer acknowledges that Sparklight Business will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight Business for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight Business for its construction costs, which are estimated at \$50,682.93, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL \$3,540.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

CUSTOMER AUTHORIZED SIGNATURE	
PRINTED NAME	
TITLE	
EFFECTIVE DATE	

SPARKLIGHT BUSINESS SIGNATURE SECTION

SPARKLIGHT AUTHORIZED SIGNATURE	
PRINTED NAME	Darla Cigainero
TITLE	Sr Director, Business Services
EFFECTIVE DATE	

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on 10/31/2025, 3:47 PM by and between Cable ONE, Inc. ("Sparklight") located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Port Lavaca("Subscriber"), located at 202 N Virginia St, Port Lavaca, TX, 77979.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber's sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight's Managed Service to run for a term consecutive with Subscriber's Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber's site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber's firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber's firewall policy within four business hours of receiving Subscriber's request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 36 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 36 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c) collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e) alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;

(h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or

(i) resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission

of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a) EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES.

LENGTH OF SERVICE INTERRUPTION	PERIOD TO BE CREDITED
Less than 00:04:32 hours	NONE
00:04:32 hours up to 06:00:00 hours	3 Days of the Monthly Charges
06:00:01 up to 12:00:00	7 Days of the Monthly Charges
12:00:01 up to 24:00:00	Half of the Monthly Charges
24:00:01 and above	Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APPLICABLE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

- (b) Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers to electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.

We would like to move forward with the Fiber upgrade.

The only thing that we would like to change about your original quote is to have City Hall and the Police Department as one.

Location	Address	Current	DIA Options		
			300 Mbps	500 Mbps	1 Gig
Police Dept	201 N Colorado	\$ -	\$ 460.00	\$ 550.00	\$ 760.00
City Hall	202 N Virginia St	\$ -	\$ 460.00	\$ 550.00	\$ 760.00
Public Works	628 W George St	\$ 1,240.00	\$ 460.00	\$ 550.00	\$ 760.00
Fire Station 1	1501 W Austin St	\$ 156.44	\$ 460.00	\$ 550.00	\$ 760.00
Fire Station 2	800 State Highway 35 N	\$ 181.91	\$ 460.00	\$ 550.00	\$ 760.00
Bauer Community Ctr	2300 State Highway 35 N	\$ 152.81	\$ 460.00	\$ 550.00	\$ 760.00
Water Dept	800 N Commerce St	\$ 191.86	\$ 460.00	\$ 550.00	\$ 760.00

Thank you,
Jasmine Stafford
City of Port Lavaca
Accountant
202 N. Virginia St.
Port Lavaca, TX 77979
(361)552-9793 Ext. 242



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From: Huey, Mike <Michael.Huey@sparklight.biz>
Sent: Wednesday, October 29, 2025 12:39 PM
To: Jasmine Stafford <jstafford@portlavaca.org>
Cc: Brittney Hogan <bhogan@portlavaca.org>
Subject: RE: Fiber Upgrade Options

Hi Jasmine,

At this point, I just need a determination of what bandwidth you are looking for over fiber at each of the locations we discussed. Once I have that, I will get over the agreement for signature. Once we have the signed agreement, our average construction/installation usually takes between 60-90 days, assuming that we do not have any extenuating circumstances such as inclement weather or permitting issues outside of our control.

I see that each location we are currently providing modem service to is utilizing static IP addresses...whether a single or block of 5. We can transition those same IPs from the coax to fiber to reduce any configurations needed on your side inside your existing firewall/routers.

Hope this is what you are looking for. Please reach out if you have any questions.

Section VIII. Item #9.

I look forward to hearing from you soon.

Thanks,

Mike



Mike Huey
Sr Acct Executive
Government and Education | [Sparklight Business](#)
O: 256-240-6740
210 E Earll Dr.
Phoenix, AZ 85012
mike.huey@sparklight.biz

From: Jasmine Stafford <jstafford@portlavaca.org>
Sent: Wednesday, October 29, 2025 12:14 PM
To: Huey, Mike <Michael.Huey@sparklight.biz>
Cc: Brittney Hogan <bhogan@portlavaca.org>
Subject: Re: Fiber Upgrade Options

Hello,

Can you break down for me what our IT department needs to do to complete the process of upgrading our internet?
Also, can you give me a timeline of the process?

Thank you,
Jasmine Stafford
City of Port Lavaca
Accountant
202 N. Virginia St.
Port Lavaca, TX 77979
(361)552-9793 Ext. 242



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From: Huey, Mike <Michael.Huey@sparklight.biz>
Sent: Friday, October 24, 2025 4:38 PM

To: Jasmine Stafford <jstafford@portlavaca.org>
Cc: Brittney Hogan <bhogan@portlavaca.org>
Subject: RE: Fiber Upgrade Options

Section VIII. Item #9.

Yes, the original quote option of "all sites" allowed for City Hall and PD to either be one site combined or two individual sites with their own internet at the City's discretion.

That said, Sparklight would cover all build costs to PD/City Hall (as one or two locations), Fire 1, Fire 2, Bauer and the Water Dept AND re-rate the Public works location to any of the options on the chart. The city can choose the plan for each site from the chart provided. In this scenario, either 5 or 6 new fiber locations will be provided based on the decision to keep them together or separate plus the Public Works will remain active at the new plan.

I hope that makes sense.

Let me know if you need additional clarification.

Thanks and have a great weekend!

Mike



Mike Huey
Sr Acct Executive
Government and Education | [Sparklight Business](#)
O: 256-240-6740
210 E Earll Dr.
Phoenix, AZ 85012
mike.huey@sparklight.biz

From: Jasmine Stafford <jstafford@portlavaca.org>
Sent: Friday, October 24, 2025 4:25 PM
To: Huey, Mike <Michael.Huey@sparklight.biz>
Cc: Brittney Hogan <bhogan@portlavaca.org>
Subject: Re: Fiber Upgrade Options

Okay, I understand now.

So, if we keep City Hall and the Police Department together as one plan the construction cost will still be covered? Correct?

Thank you,
Jasmine Stafford

City of Port Lavaca
Accountant
202 N. Virginia St.
Port Lavaca, TX 77979
(361)552-9793 Ext. 242



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From: Huey, Mike <Michael.Huey@sparklight.biz>
Sent: Friday, October 24, 2025 3:16 PM
To: Jasmine Stafford <jstafford@portlavaca.org>
Subject: RE: Fiber Upgrade Options

Hi Jasmine,

The Public Works location is already active at 500 Mbps for \$1,240 that was renewed on a 60-month term last year with the contract end date of 5/6/29. I am only authorized to change the rate on this account if you went with the entirety of the sights below as indicated in my comments with the original quote. If you are only upgrading the fire station to fiber at this time, the Public Works Department will remain as is with no changes. See note below copied from original quote email.

If Port Lavaca will upgrade to fiber at all of the sites listed above on the initial agreement, Sparklight will cover 100% of the construction charges for the entire project. In addition, I have gotten management approval to re-rate the current fiber circuit located at Public Works, but only if we were to secure all sites on a new agreement.

Also, the total construction costs for the project as a whole (\$66,328) would be 100% covered by Sparklight if all sites were upgraded on the same agreement. If individual sites are selected, however, that would change the amount potentially covered by Sparklight. For example, Fire Station 1 will cost \$19,409 to activate fiber and Sparklight would only be able to cover a portion of those charges based on the services and term ordered. I would be glad to get you some new quotes for just that one site if you wish based on the available options.

Please let me know how you would like me to proceed.

Thanks,

Mike



Mike Huey
Sr Acct Executive
Government and Education | [Sparklight Business](#)
O: 256-240-6740
210 E Earll Dr.
Phoenix, AZ 85012
mike.huey@sparklight.biz

From: Jasmine Stafford <jstafford@portlavaca.org>
Sent: Friday, October 24, 2025 2:55 PM
To: Huey, Mike <Michael.Huey@sparklight.biz>
Subject: Re: Fiber Upgrade Options

Jasmine Stafford

City of Port Lavaca
Accountant
202 N. Virginia St.
Port Lavaca, TX 77979
(361)552-9793 Ext. 242

Section VIII. Item #9.



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From: Huey, Mike <Michael.Huey@sparklight.biz>
Sent: Wednesday, September 24, 2025 4:24 PM
To: Jasmine Stafford <jstafford@portlavaca.org>
Cc: Brittney Hogan <bhogan@portlavaca.org>; jweaver@portlava.org <jweaver@portlava.org>; Jarrett, Christopher <Christopher.Jarrett@sparklight.biz>; Kellum, Tony <Tony.Kellum@sparklight.biz>
Subject: Fiber Upgrade Options

Jasmine,

Thank you for taking the time to have our call today. As promised, I wanted to provide you with some options for upgrading the sites that we discussed earlier to our state-of-the-art Dedicated FIBER service. Here are some of the benefits of Sparklight Fiber:

- **Significantly Higher Bandwidth Capacity**
Fiber supports much greater data throughput, enabling future-proof scalability as bandwidth demand increases.
- **Faster Internet Speeds**
Fiber provides symmetrical upload and download speeds, essential for modern applications, cloud services, and real-time communication.
- **Improved Reliability**
Unlike coax, fiber is immune to electromagnetic interference and signal degradation over long distances, reducing downtime and maintenance.
- **Lower Latency**
Fiber's low latency enhances performance for video conferencing, VoIP, smart city applications, and critical municipal services.

This upgrade will position Port Lavaca to better serve residents, attract businesses, and meet the growing demand of digital infrastructure for decades to come.

Below is a pricing grid showing each location, the rates they are being charged today for cable modem service, and fiber quotes for multiple bandwidths. The term for the pricing below is 36 months.

Location	Address	Current	DIA Options		
			300 Mbps	500 Mbps	1 Gig
Police Dept	201 N Colorado	\$ -	\$ 460.00	\$ 550.00	\$ 760.00
City Hall	202 N Virginia St	\$ -	\$ 460.00	\$ 550.00	\$ 760.00
Public Works	628 W George St	\$ 1,240.00	\$ 460.00	\$ 550.00	\$ 760.00
Fire Station 1	1501 W Austin St	\$ 156.44	\$ 460.00	\$ 550.00	\$ 760.00
Fire Station 2	800 State Highway 35 N	\$ 181.91	\$ 460.00	\$ 550.00	\$ 760.00
Bauer Community Ctr	2300 State Highway 35 N	\$ 152.81	\$ 460.00	\$ 550.00	\$ 760.00
Water Dept	800 N Commerce St	\$ 191.86	\$ 460.00	\$ 550.00	\$ 760.00

If Port Lavaca will upgrade to fiber at all of the sites listed above on the initial agreement, Sparklight will cover 100% of the construction charges for the entire project. In addition, I have gotten management approval to re-rate the current fiber circuit located at Public Works, but only if we were to secure all sites on a new agreement. I took the opportunity to highlight my suggestions for bandwidths based on our conversation, but feel free to select the package you need for each site. Also, as we discussed, you can select both the Police Department and City Hall or just one of the two and still qualify for this pricing. Sites not listed above will continue with existing service levels unless changes are requested.

Pricing does not include taxes and fees:

All pricing provided in this proposal excludes applicable taxes, regulatory fees, and surcharges. These costs, as mandated by federal, state, and local authorities, will be calculated at the time of invoicing and passed through to the customer as incurred.

I look forward to working on this project with you and your team. Let me know if you have any questions or would like to schedule any additional calls to discuss.

Thank you,

Mike Huey

Government and Education Specialist |

Sparklight Business

T: 256.240.6740

606 Noble St.

Anniston, AL 36201

mike.huey@sparklight.biz

Always working for you.



COMMUNICATION

SUBJECT: Consider request from the Fire Department to declare a 2018 Ford 350 Dually pickup truck, mileage 41,073, vin 1FT8W3CT2JEB73922 and authorize disposition of same .
Presenter is Joe Reyes

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: NOVEMBER 10, 2025**DATE:** 11-06-2025**TO:** JODY WEAVER, INTERIM CITY MANAGER
 HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** JOE REYES, FIRE CHIEF**SUBJECT: SURPLUS ITEM**

Background:

The Fire Department respectfully requests the City Council to declare a 2018 Ford F-350 Dually pickup truck as surplus. The vehicle currently has 41,073 miles on the odometer. In addition to this declaration, we are seeking the City Council's authorization for the appropriate disposition of the truck. For reference, the Vehicle Identification Number (VIN) is 1FT8W3CT2JEB73922.

Financial Implications: None**Impact On Community Sustainability:** None

Recommendation: The staff recommends declaring the 2018 Ford F-350 Dooley pickup truck, currently utilized by the Fire Department, as surplus. This recommendation follows a thorough review that indicates the vehicle's operational limits and the need for newer equipment to support our fire response capabilities. We respectfully request authorization to proceed with its disposition in a manner that is both responsible and aligns with our organizational standards.

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board to approve the conceptual plan for Property ID#66260, being part of Lot 1R, BLK 1 of the Port Lavaca Auto Group Subdivision, in A0035 Maximo Sanchez League, for use as a 9.9 MW battery energy storage facility. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: November 10, 2025 **AGENDA ITEM** _____

DATE: 11.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss approval of a conceptual plan for part of the property described as A0035 MAXIMO SANCHEZ, TRACT PT 32, ACRES 12.01, (PORT LAVACA AUTO GROUP SUBD BLK 1 LOT 1R) (2001 S HWY 35) PID# 66260 for a 9.9 MW battery energy storage facility.

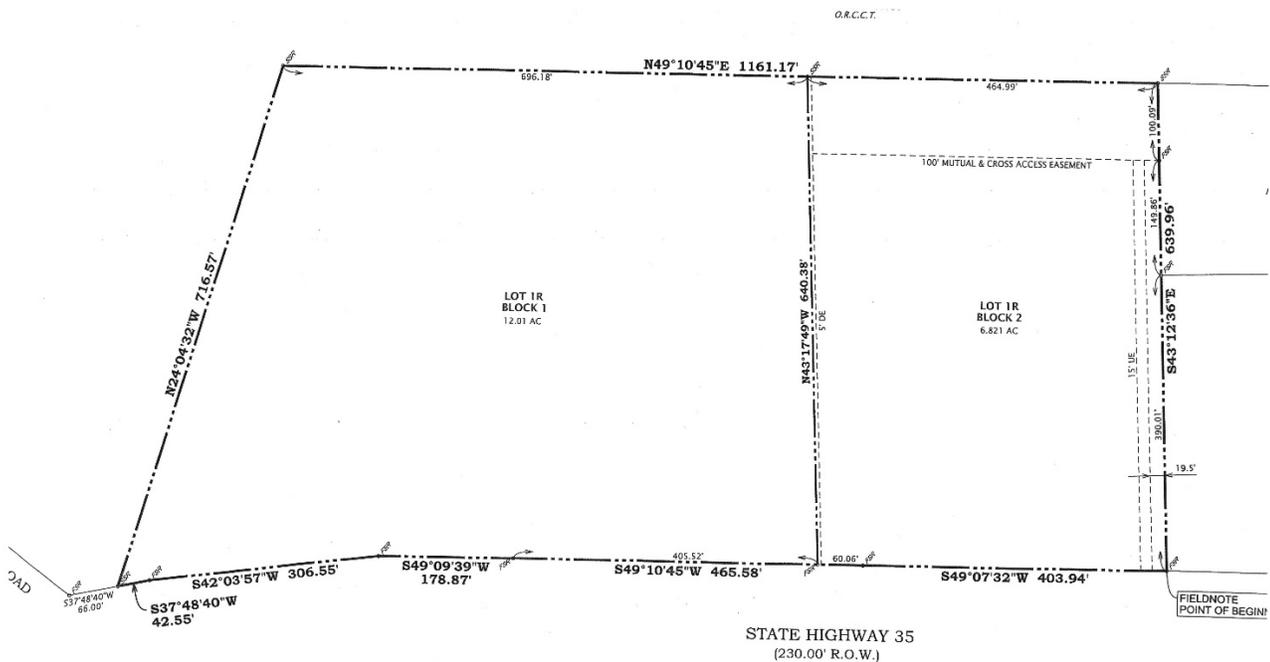
Sec. 42-159. - Approval of planning commission required.

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...

CONCEPTUAL PLAN

The applicant is proposing to construct a 9.9 MW battery energy storage system that will be located on less than one acre of land. The storage system will provide two hours of electricity when the power grid is down. The proposed site will need a minor re-plat of Lot 1R, Blk 1 of the Port Lavaca Auto Group Subdivision.

Planning Board Recommendation: APPROVAL OF CONCEPTUAL PLAN. The proposed development does comply with our Future Land Use Plan.



CITY OF PORT LAVACA



The Future Land Use Map shows this area as RED = Commercial



CITY OF PORT LAVACA

Property ID: 66260 For Year

2025 ▾

Property Details

Account

Property ID:	66260	Geographic ID:	A0035-00000-0164-AA
Type:	R	Zoning:	
Property Use:		Condo:	

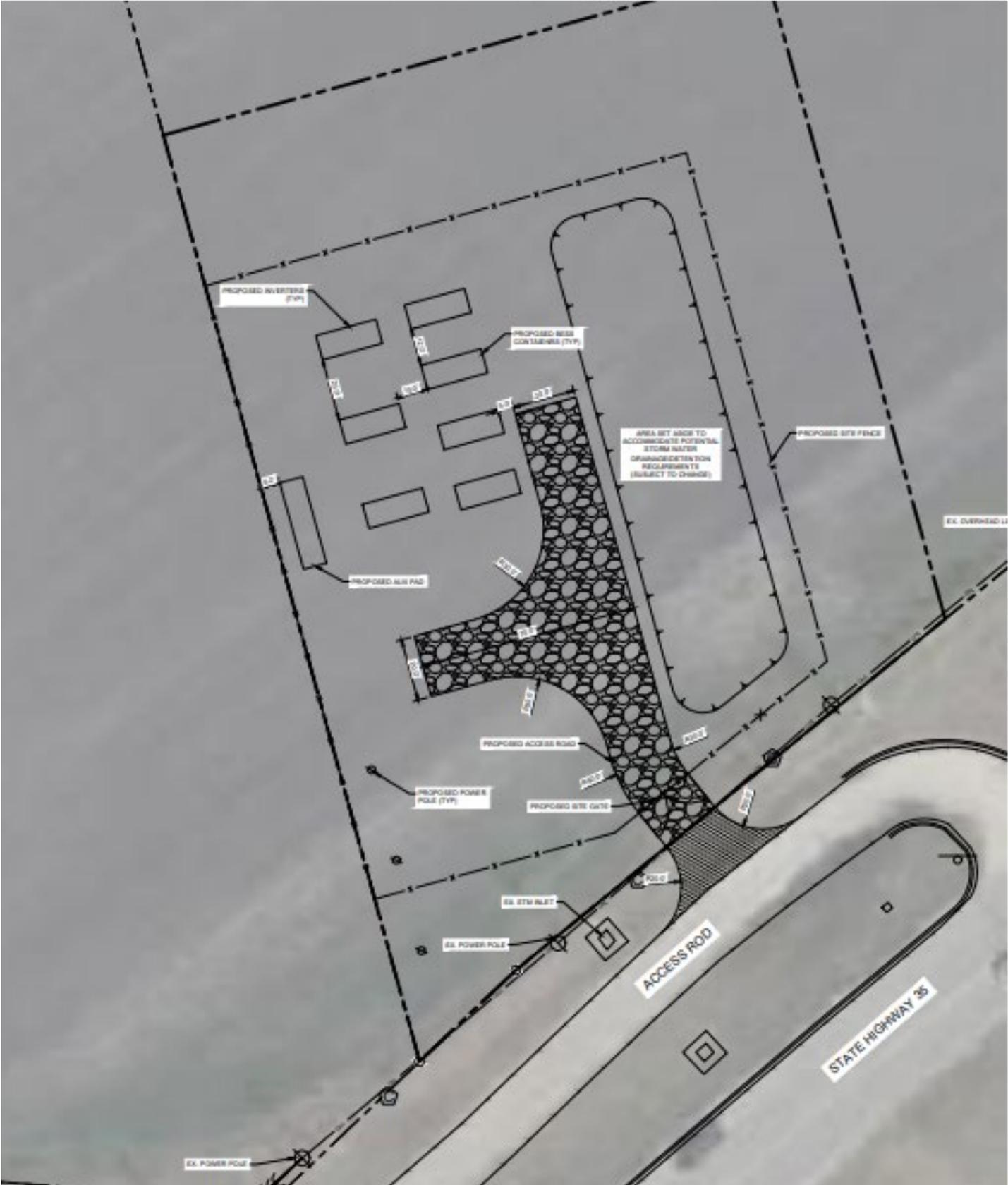
Location

Situs Address:	1901 S HWY 35 PORT LAVACA, TX 77979		
Map ID:	A0035-00070-0004-A0	Mapsco:	
Legal Description:	A0035 MAXIMO SANCHEZ, TRACT PT 32, ACRES 12.01, (PORT LAVACA AUTO GROUP SUBD BLK 1 LOT 1R)		
Abstract/Subdivision:	A0035		
Neighborhood:	(1550) PORT LAVACA COMMERCIAL		

Owner ?

Owner ID:	71942
Name:	BKCK LTD
Agent:	JUNEK CONSULTING
Mailing Address:	1801 STATE HWY 35 S PORT LAVACA, TX 77979
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

CITY OF PORT LAVACA



COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board to approve the conceptual plan for Property ID #37357, being 69.52 acres in A0035 Maximo Sanchez League, part of Tracts 21, 49, 57 and 58, to be developed as a storage and handling facility for liquid and bulk fertilizer.
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: NOVEMBER 10, 2025 **AGENDA ITEM** _____

DATE: 11.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss approval of a conceptual plan for part of the property described as A0035 MAXIMO SANCHEZ, TRACT PT 21, 49, 57 & 58, ACRES 69.52. PID# 37357

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...

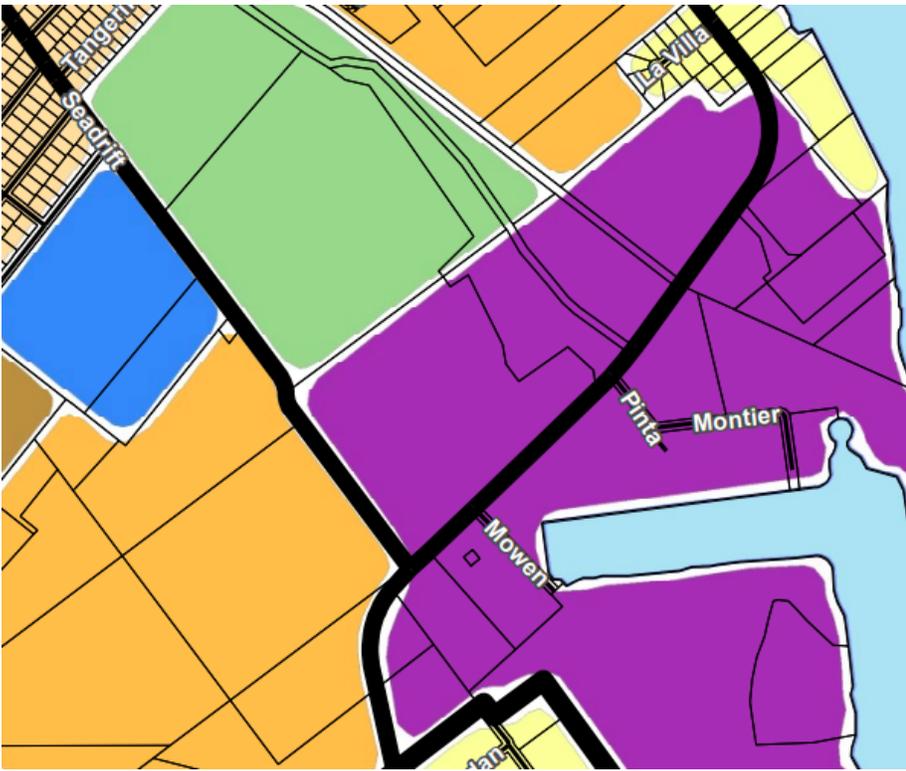
CONCEPTUAL PLAN:

The applicant, Equalizer, Inc. is proposing to construct a storage & handling facility of liquid and bulk fertilizer on this property on FM 1090 across from the Harbor of Refuge. The existing railway access will facilitate a storage tank farm for liquid fertilizer and liquid feed. Plans include the construction of six (6) liquid storage tanks of varying sizes, a containment yard with berm and a 2 story, 15,000 sf+/- office and warehouse / truck mechanic shop. Misc equipment includes truck scales, load out racks and mixing tanks. The office will be provided with 10 parking spaces. Existing tree buffers will be maintained.

The property will need to be platted prior to approval of permit applications.

Planning Board Recommendation: APPROVAL OF CONCEPTUAL PLAN The request does comply with our Future Land Use Plan, which indicates the area is designated for Industrial.

CITY OF PORT LAVACA



CITY OF PORT LAVACA



CITY OF PORT LAVACA

Property ID: 37357 For Year

2025 ▾

\$ Pay Tax

Property Details

Account

Property ID:	37357	Geographic ID: A0035-00000-0078-01
Type:	R	Zoning:
Property Use:		Condo:

Location

Situs Address:	FM 1090 PORT LAVACA, TX 77979	
Map ID:	A0035-00160-0003-01	Mapsc0:
Legal Description:	A0035 MAXIMO SANCHEZ, TRACT PT 21, 49, 57 & 58, ACRES 69.52	
Abstract/Subdivision:	A0035	
Neighborhood:	(1575) PORT LAVACA SOUTH	

Owner ?

Owner ID:	14331
Name:	EQUALIZER INC
Agent:	
Mailing Address:	PO BOX 154579 WACO, TX 76715-4579
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board regarding a variance request of the free-standing sign height and effective area requirements in the sign ordinance for the new Speedy Stop located at 1019 Hwy 35. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: November 10, 2025 **AGENDA ITEM** _____

DATE: 11.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider the recommendation from the Planning Board to approve a Variance Request of the Sign ordinance for the proposed Speedy Stop Food Stores. The variance request is for a sign exceeding maximum height and square footage requirements according to On-Premises Freestanding Sign Ordinance. This sign will be located at 1019 Hwy 35 S Port Lavaca, Tx 77979

Chapter 36 – SIGNS

https://library.municode.com/tx/port_lavaca/codes/code_of_ordinances?nodeId=PTIICOOR_CH36SI

Sec. 36-6. - On-premises signs.

Freestanding signs shall be subject to the following:

- The maximum allowable effective area for freestanding signs will be 60 square feet
- The maximum allowable height shall not exceed 30 feet on State Highway 35, and 20 feet elsewhere within the city limits.

Planning Board Recommendation: APPROVAL OF THE VARIANCE

Because this sign is very typical for a convenience store with multiple items for public notification (i.e. car wash, kitchen, a variety of different types of fuel), the Planning Board is recommending approval of the variances required to permit the size of the sign and message board as presented. Because of large width of SH 35 due to the center drainage ditch, and acknowledgement that again this is not atypical for similar convenience stores, the Planning Board is recommending approval of the 35 ft height to facilitate ease of visibility for passing motorists in this particular location.

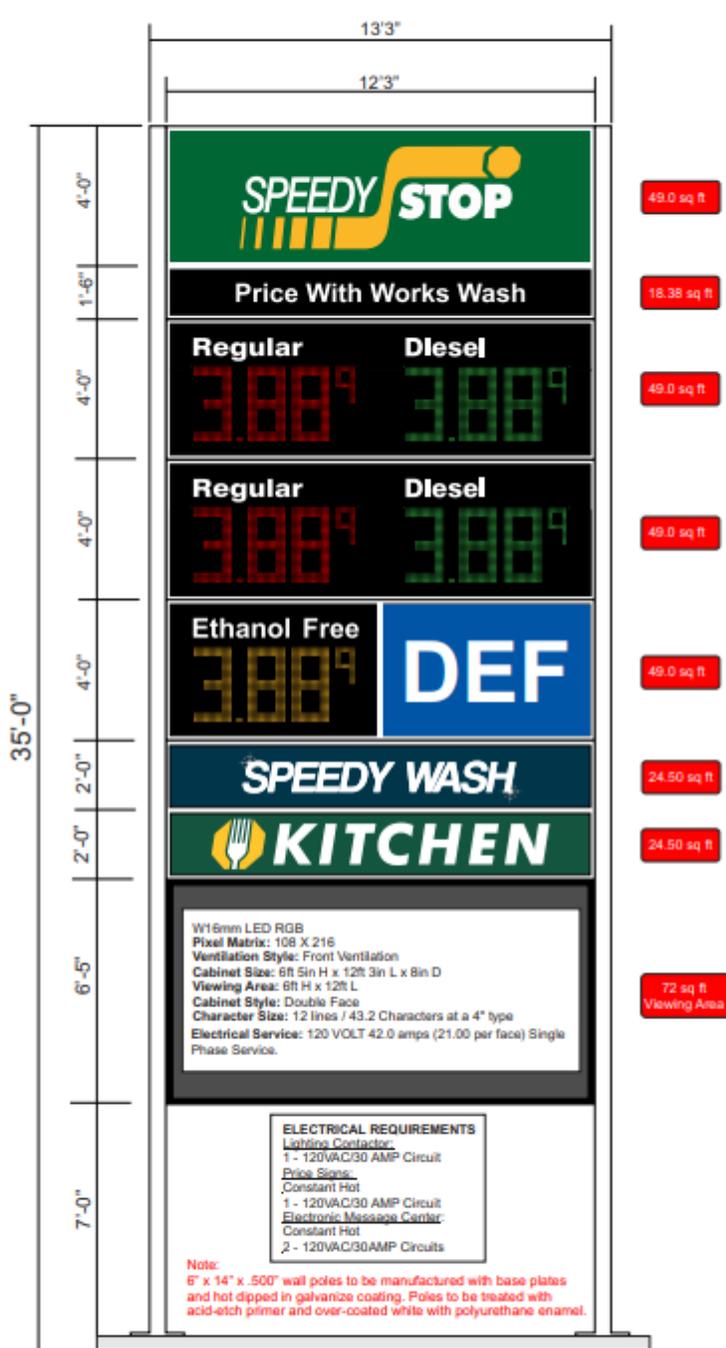
The Planning Board is scheduling further discussion of the free standing signs at their next regular meeting to consider amending the ordinance to address these particular types of signs that advertise multiple entities/features in one location.

CITY OF PORT LAVACA

SIGN PACKAGE PROPOSAL

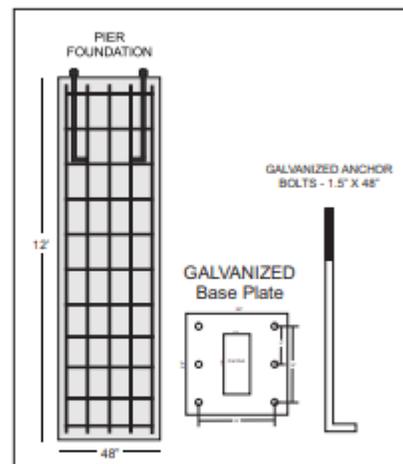
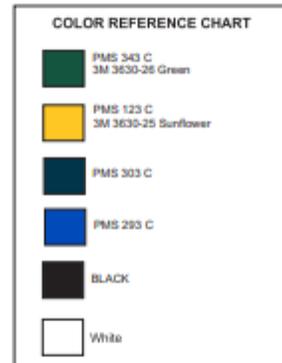
Port Lavaca, TX

SIGN TYPE: QTY. 1 - SS 124_Pylon Sign_35' OAH



Total Structure Square Footage

335.35 sq ft



CLIENT: SS 124 - Port Lavaca, TX
SALES REP: Mark Pullin
ADDRESS:
CONCEPT: 10/09/2025
REVISION 1
REVISION 2
REVISION 3
REVISION 4
REVISION 5

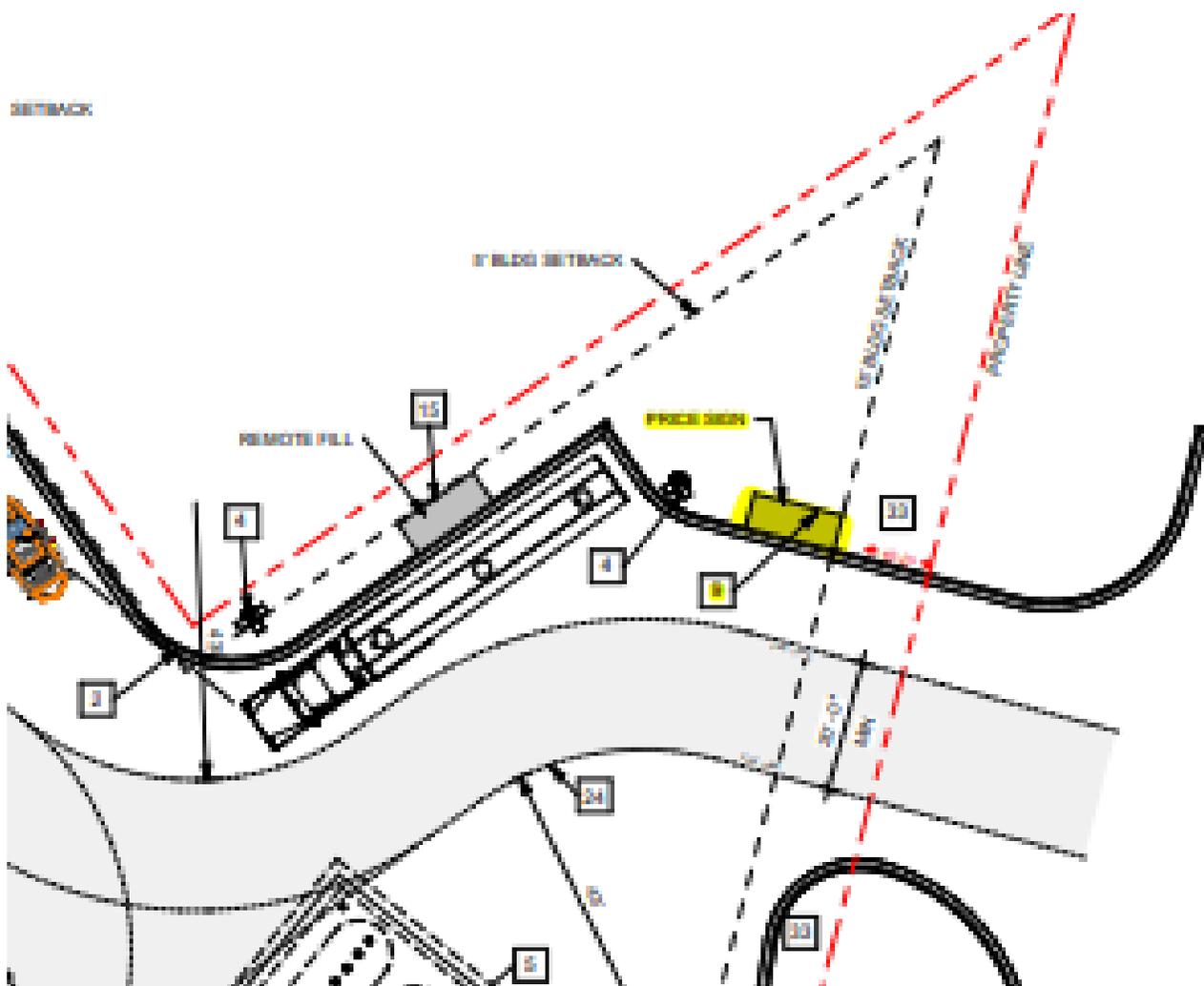
APPROVAL SIGNATURE

DATE

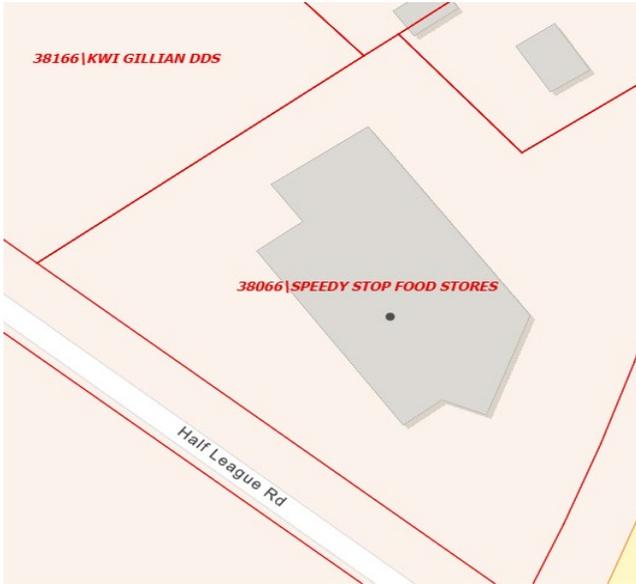


CLAUSE: BY APPROVING THIS ARTWORK YOU ARE APPROVING ALL COLORS, SIZES AND SPELLING OF PROPOSED. IF ERRORS ARE FOUND AFTER APPROVAL, IS RECEIVED AND PRODUCTION HAS STARTED, YOU THE CUSTOMER ARE RESPONSIBLE FOR ALL ADDITIONAL FEES.
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 606 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. ENGINEERED PROPER FOUNDATIONS AND BONDING OF THE SIGN.

CITY OF PORT LAVACA



CITY OF PORT LAVACA



SPEEDY STOP – CORNER OF HALF LEAGUE AND SH 35

City of Port Lavaca Request for Variance

Date: 10/23/2025

Name: Project - Speedy Stop 124
Donny Shellenbarger - Construction Manager

Address: 1019 Hwy 35, Port Lavaca, TX 77979

Variance being requested: Price sign height and effective area exceeding
on-premise sign ordinance allowances

Reason for request:

Our project being a convenience store that includes fueling and deli kitchen, as well as a tunnel carwash requires more height and effective area than the current on-premise price signage allowance to reasonably advertise these multiple offerings to the driving public.

HEIGHT - While we understand the height restriction of 30', our standard price sign design requires 35' (see attached design rendering) to accommodate the various fuel grade pricing digits, DEF, Kitchen, Carwash, and electronic message sign advertising. All this while maintaining an unobstructed visible sight-line under the sign for safety. The sign will be engineered to meet windstorm requirements also for safety.

EFFECTIVE AREA - The 180 SF maximum effective area allowed for multifaced signs is perfectly logical for stand alone businesses that are advertising their solo business name and limited additional information (for example Momentum Rental & Sales, Bush's Chicken, United Rentals). However for our convenience store, we are not only offering the customary cstore merchandise, fuel offerings and food, but also a tunnel carwash that comes with discounted fuel pricing with purchase of a Works Wash package. All this together makes us a unique establishment effectively combining 3 different business models into 1 location. As such we feel justifies our ask for on-premise stand alone sign area in excess of the max area allowed.

ELECTRONIC MESSAGE SIGN (EMC) - We understand the maximum size of 60 SF, but per our standard overall sign design, we have found the signs mount better and last longer stretching full width of vertical pole structures of the freestanding sign. Accordingly with optimum pricing digits size visibility, the overall width of our sign drives the electronic message sign width and height ratio balance that exceeds max allowable area.

Thank you for your consideration to grant variance on our price sign height, overall effective area, and EMC effective area for reasons laid out above that exceed current code standards. We are excited to re-establish business in Port Lavaca and look forward serving your community again.



Signature

361-571-3076
dshellenbarger@clthomas.com

Phone number

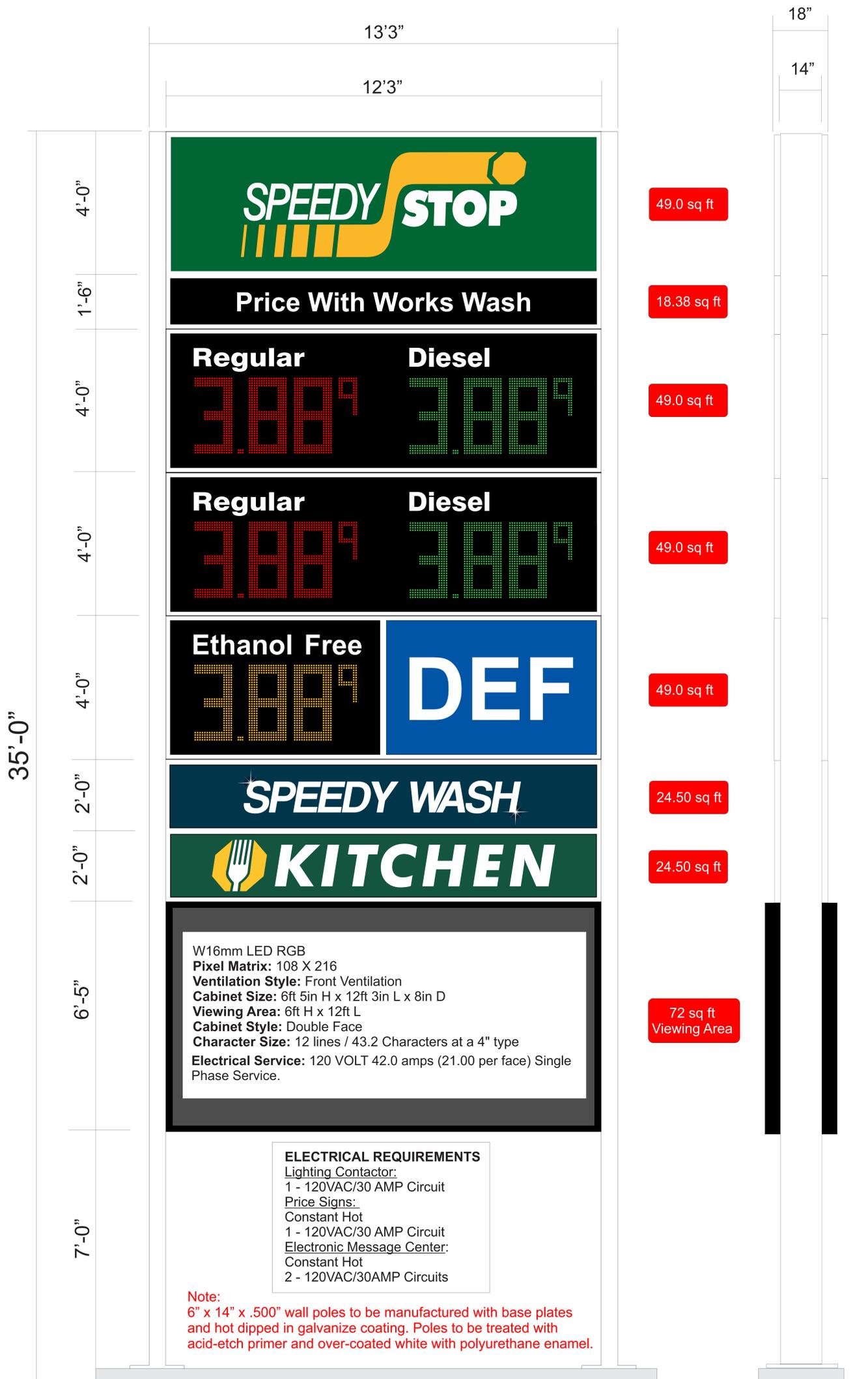
Date of Planning Board: 10/28/2025

Received by: _____

SIGN PACKAGE PROPOSAL

Port Lavaca, TX

SIGN TYPE: QTY. 1 - SS 124_Pylon Sign_35' OAH



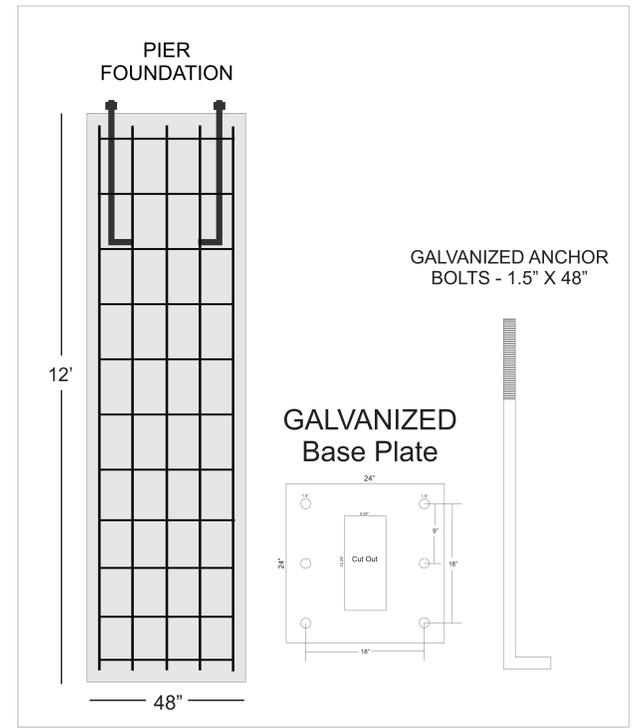
Total Structure Square Footage

335.35 sq ft



COLOR REFERENCE CHART

	PMS 343 C 3M 3630-26 Green
	PMS 123 C 3M 3630-25 Sunflower
	PMS 303 C
	PMS 293 C
	BLACK
	White



CLIENT: SS 124 - Port Lavaca, TX
 SALES REP: Mark Pullin
 ADDRESS:

CONCEPT: 10/09/2025
 REVISION 1
 REVISION 2

REVISION 3
 REVISION 4
 REVISION 5

APPROVAL SIGNATURE _____
 DATE _____



CLAUSE: BY APPROVING THIS ARTWORK YOU ARE APPROVING ALL COLORS, SIZES AND SPELLING OF PROPOSED. IF ERRORS ARE FOUND AFTER APPROVAL IS RECEIVED AND PRODUCTION HAS STARTED, YOU THE CUSTOMER ARE RESPONSIBLE FOR ALL ADDITIONAL FEES.
 THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ZEMANEK ARCHITECTURE + DESIGN
107A EAST MAIN STREET
JENKS, OK 74037
T: 918.606.2090

zemanekad.com

COPYRIGHT ZEMANEK ARCHITECTURE + DESIGN, LLC - 02.28.25

REVISIONS:

No	Description	Date
3	IFC	05.12.25

ISSUED FOR CONSTRUCTION
05.13.25

PROJECT NUMBER:
22056R

SEAL:



CONSULTANT:

Speedy Stop Food Stores, LLC
Speedy Stop 124 - Site Plan
1019 HWY-35
Port Lavaca, TX 77979

ISSUE DATE:
02.28.25

SHEET NUMBER:

A1.0

ARCHITECTURAL SITE PLAN

SITE PLAN GENERAL NOTES

- PROJECT SHALL COMPLY WITH TEXAS DEPARTMENT OF HEALTH AND PUBLIC SAFETY SPECIFICATIONS, LOCAL JURISDICTION AND TEXAS HIGHWAY DEPARTMENT STANDARDS AS REQUIRED.
- REFER TO CIVIL PLANS FOR ALL UTILITY SERVICES ON SITE.
- ACCESSIBLE PARKING SPACES AS SHOWN ON THE SITE PLAN ARE DESIGNATED BY THE ABOVE GRADE SIGN AT EACH SPACE PER STATE AND LOCAL CODES AND STANDARDS. MANEUVERING SPACE BETWEEN EACH TO HAVE 4" WIDE PAINTED YELLOW STRIP AT 12" O.C. PROVIDE CONCRETE RAMPS AT WALKS AS DESIGNATED ON PLANS.
- SLOPE ACCESSIBLE RAMPS AT 1:12 MAXIMUM. REFER TO CIVIL PLANS. SCORE RAMP SURFACE AT 3" O.C. PROVIDE NONSKID FINISH AT ACCESSIBLE AND DELIVERY RAMPS.
- DO NOT RESTRICT ACCESS TO ADJACENT BUILDINGS, SITES OR ROADWAYS.
- PROVIDE AND MAINTAIN SIGNS, BARRICADES AND TRAFFIC CONTROL AS REQUIRED FOR THE SAFETY OF ALL PEDESTRIANS, VEHICLES, SURROUNDING BUILDINGS AND UTILITIES THROUGHOUT CONSTRUCTION.
- UNLESS OTHERWISE NOTED, PERIMETER LANDSCAPING ABUTTING CURBS ARE FINE GRADED TO TOP OF CURB. PROVIDE FERTILE, FRAGILE, SANDY LOAM FILL TO TOP OF CONCRETE CURB AT ALL AREAS DESIGNATED AS LANDSCAPE AREAS.
- ALL PARKING STRIPING SHALL BE YELLOW.

GENERAL PIPE SLEEVE NOTES

- REFER TO PLUMBING OR ELECTRICAL DRAWINGS FOR SPECIFIC INFORMATION AND RELATED DETAILS FOR ALL GAS, POWER, TELEPHONE AND CABLE SLEEVES.
- PIPES INDICATED AS "ELEC. PVC" ARE FOR FUTURE USE AND ARE 24" BELOW GRADE AND CAPPED. PROVIDE IRON PINS AT EACH END TO MARK LOCATIONS. INSTALL PULL WIRES INSIDE ELEC. PVC SLEEVES.

PARKING REQUIREMENTS

PARKING IS CALCULATED BASED ON THE TABLE FOUND IN CHAPTER 48, ARTICLE II, DIVISION III, SECTION 48-107 - SCHEDULE OF PARKING REGULATIONS IN THE PORT LAVACA, TX CODE OF ORDINANCES.

C-STORE	
USE = GENERAL RETAIL	1 SPOTS PER 300 GLA
GLA = 5,973	5,973 / 300 = 19.91 OR 20 SPACES
REQUIRED SPACES = 22	
PROVIDED SPACES = 50	
CAR WASH	
USE = GENERAL RETAIL	1 SPOTS PER 300 GLA
GLA = 190	190 / 300 = 0.63 OR 1 SPACES
REQUIRED SPACES = 1	
PROVIDED SPACES = 16	

SITE CONSTRUCTION NOTES

- CONCRETE WALK (RE: A1.4 & CIVIL)
- MONOLITHIC CONCRETE CURB (RE: CIVIL)
- AIR STATION, I.E. ADAMS MODEL #8670-DIGP-FREE WITH OPTIONAL PEDESTAL #8819, BY OWNER. (REFER 1/A1.2)
- SITE LIGHTING. (RE: 2/A1.2 / SLEC/ STRUCT)
- UNDER GROUND FUEL STORAGE TANKS. (RE: FUELING SHEETS) REFER CIVIL FOR CONCRETE TOPPING THICKNESS
- FUEL CANOPY. (RE: FP2.1)
- STORE BOLLARD, SPACED 5'-0" O.C. (RE: 5/A1.2)
- FUELING BOLLARD. (RE: 4/A1.2)
- PRICING SIGN
- TRASH COMPACTOR ENCLOSURE (RE: 2/A1.3)
- NOT USED
- CONCRETE PAVING (RE: CIVIL)
- REFER CIVIL FOR CONCRETE PAVING THICKNESS
- FUEL DISPENSER (RE: F2.1)
- REMOTE FILL BOX ON CONCRETE PAD SIZED FOR BOX. BASIS OF DESIGN FOR FILL BOX IS EMCO WHEATON RETAIL. (WWW.EMCORETAIL.COM) PROVIDE (4) 6" BOLLARDS IN FRONT.
- CAR WASH VACUUM CANOPY
- CAR WASH VACUUM (RE: CAR WASH PLAN SET)
- CAR WASH PAY STATION (RE: CAR WASH PLAN SET)
- CAR WASH WATER RECALIM (RE: CAR WASH PLAN SET)
- CAR WASH COLLATOR (RE: CAR WASH DRAWINGS)
- PARKING LOT STRIPING
- YARD HYDRANT (RE: PLUMBING)
- POWER WASHER CONNECTION (RE: PLUMB)
- PAINTED 4 INCH RED STRIPE WITH "FIRE LANE" 1/2" WHITE LETTERING
- GREASE INTERCEPTOR (RE: PLUMB)
- TRANSFORMER (RE: ELEC)
- (2) 4" SCHED. 40 CONDUITS WITH PULL STRINGS & CAPPED AT 5' BEYOND CONCRETE. DO NOT GLUE CAPS.
- FIRE EXTINGUISHER
- EMERGENCY STOP
- CAR WASH ENTRY CANOPY 17' X 28' CENTERED ON DOOR
- SUMP PIT (RE: CAR WASH DRAWINGS)
- ROUTE OF SUCTION LINES. KEEP SUCTION LINES CLEAR OF THE CONVEYOR TRENCH AND STAY BELOW PIPE LENGTH THRESHOLD.
- LANDSCAPING AREA
- FUTURE EV CHARGING STATION. PROVIDE (1) 2" CONDUIT AND (1) 3/4" CONDUIT FROM ELECTRICAL PANELS TO EACH CHARGING UNIT. (2) UNITS TOTAL.
- PROPANE CAGE (AMERIGAS)
- FRY OIL TANKS
- ICE MERCHANDISER
- CAR WASH EXIT LIGHT



1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board regarding a concept plan for the development of an auto maintenance and tire shop on Lot 4 of Mimi's Subdivision on Independence Drive. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: November 10, 2025 **AGENDA ITEM** _____

DATE: 11.05.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider recommendation of the Planning Board to approve the conceptual plan for a proposed auto maintenance and tire shop to be located on Lot 6 of Mimi's Subdivision.

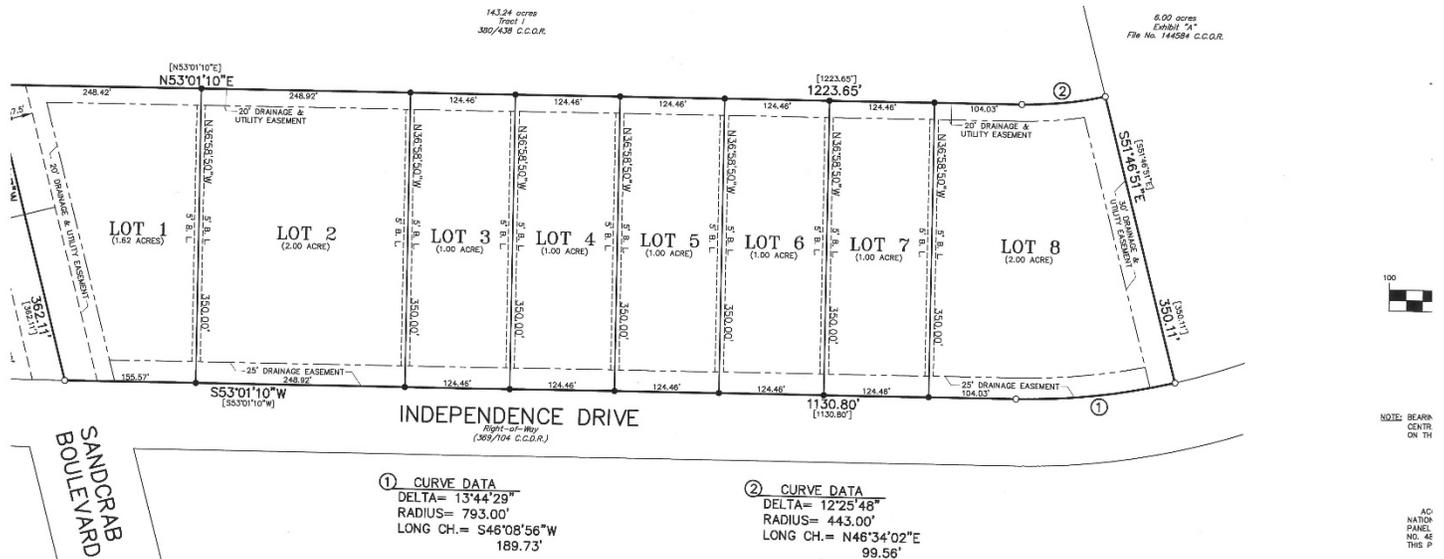
Sec. 42-159. - Approval of planning commission required.

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...

CONCEPTUAL PLAN: The applicant is proposing to operate an automotive service establishment specializing in minor vehicle maintenance, including tire repair, oil changes, and general service work. The proposed use does not include major engines, transmission, or body repair activities.

Planning Board Recommendation: APPROVAL OF THE CONCEPTUAL PLAN ON LOT 6 OF MIM'S SUBDIVISON FOR AN AUTO SERVICE BUSINESS SPECIALIZING IN MINOR VEHICLE MAINTENANCE, TIRE REPAIR, OIL CHANGES, AND GENERAL SERVICE WORK.

It is noted that all laws and ordinances regarding such facilities and tire storage will be fully complied with, as well as other development ordinances including landscaping and sidewalk.



OWNERSHIP

OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN IN, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, ETC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
 COUNTY OF CALHOUN

2023-00707 PLAT Total Pages: 1

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS 2023-00707

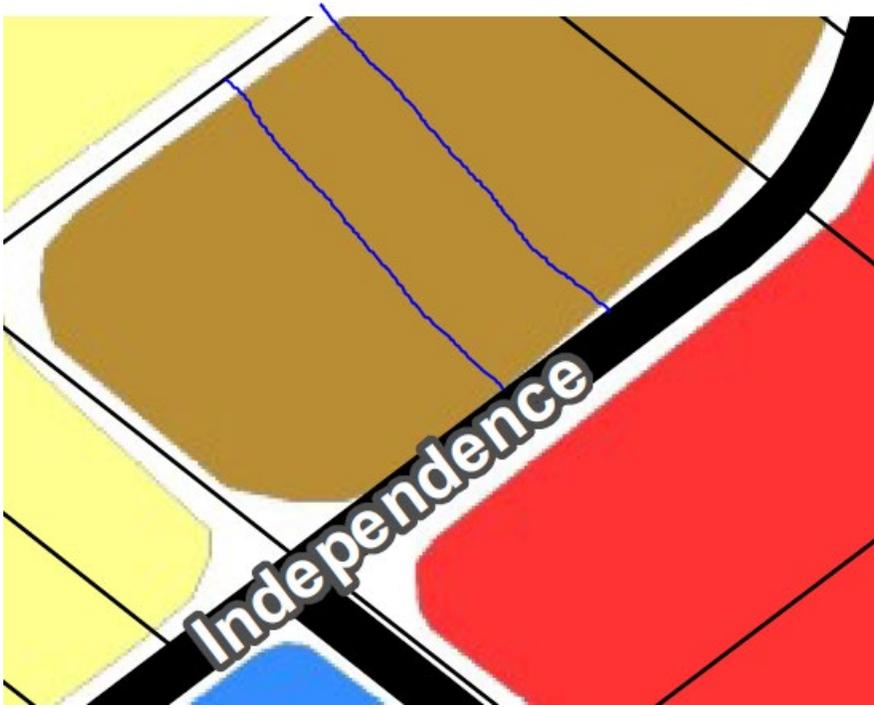
PLAT Fee: \$56.00
 03/21/2023 03:25 PM jholladay

CITY COUNCIL CERTIFICATE APPROVAL

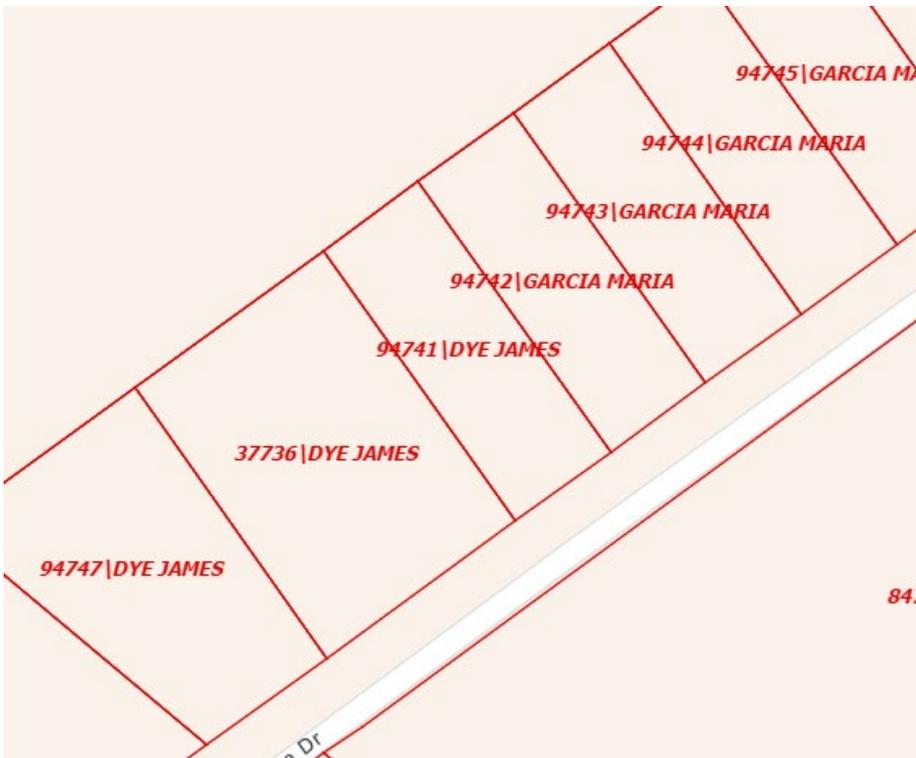
STATE OF TEXAS
 COUNTY OF CALHOUN

I, MANDY GRANT, CITY SECRETARY OF THE CITY OF PORT LAVACA, AN INCORPORATED CITY IN CALHOUN COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT WAS APPROVED BY THE CITY COUNCIL OF SAID CITY AS APPROVED BY LAW, AND THAT THE RESOLUTION APPEARS OF RECORD IN VOLUME 344, PAGE 154 OF THE MINUTES OF THE PLANNING BOARD OF PORT LAVACA AS KEPT IN MY OFFICE.

CITY OF PORT LAVACA



The Future Land Use Map shows this area to be Multifamily, however on Lots 1, 2 and 3 there is a Commercial Development – a construction company. The Planning Board expressed no concerns with quality commercial development on the platted lots on the north side of Independence.



CITY OF PORT LAVACA

Property ID: 94742 For Year  2025 ▾

Property Details		
Account		
Property ID:	94742	Geographic ID: S0337.5-00000-0004-00
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:		
Map ID:	A0035-00090-0016-00	Mapsco:
Legal Description:	MIMI'S SUBD (RURAL), LOT 4	
Abstract/Subdivision:	S0337..5	
Neighborhood:	(1565) PORT LAVACA EAST	
Owner 		
Owner ID:	118469	
Name:	GARCIA MARIA	
Agent:		
Mailing Address:	PO BOX 1462 PORT LAVACA, TX 77979	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

CITY OF PORT LAVACA



Monarch Metal Buildings

12002 Interstate 27
 Amarillo, TX 79119-2528
 800 677-2428

JOB / QUOTE #: **M25-3**

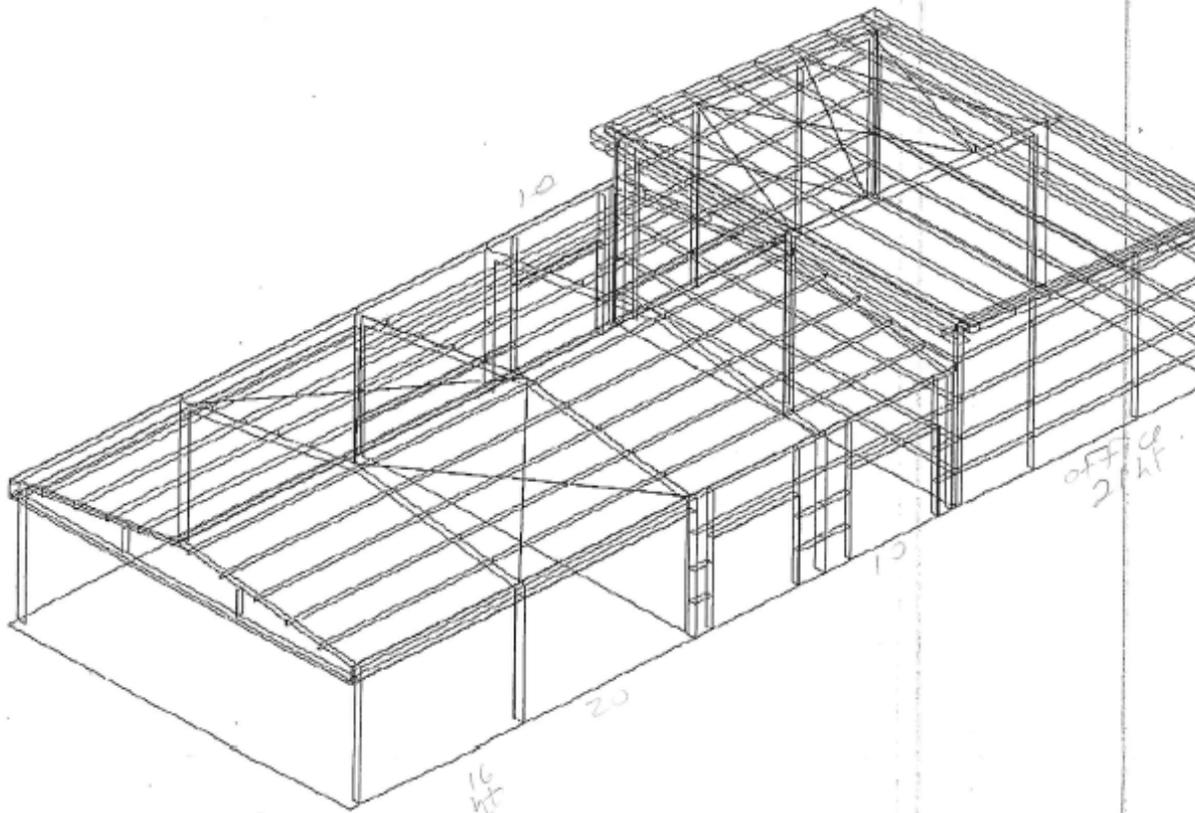
SALESPERSON: **Jerrell Mitchi**

DATE: **9/22/20**

CUSTOMER CONTRACT

STORE Metal Mart #28
 ADDRESS 16502 NW Zac Lentz Pkwy
 Victoria, TX 77905
 EMAIL: metalmart28@mcelroymetal.com

CUSTOMER: Albert
 PROJECT:
 LOCATION: Port Lavaca, TX 77979



CUSTOMER COLOR SELECTION

<u>FINISHING</u>		<u>TRIM</u>			
ROOF	_____	GABLE	_____	WALL BASE	_____
FLASHING	_____	EAVE	_____	GUTTERS*	_____
FASTENERS*	_____	OUTSIDE CORNER	_____	DOWNSPOUTS*	_____
FASTENERS*	_____	JAMB	_____		
FASTENERS*	_____	HEADER	_____		
				*IF APPLICABLE	

COMMUNICATION

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

INFORMATION:

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow
- To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow

COMMUNICATION

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

INFORMATION:

