



CITY COUNCIL REGULAR MEETING

Monday, October 10, 2022 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.

COVID-19 MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, October 10, 2022 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

Due to COVID-19 concerns, social distancing guidelines will be encouraged for in-person attendance. The meeting will also be available via the video conferencing application "ZOOM".

Join Zoom Meeting:

<https://us02web.zoom.us/j/87142169766?pwd=azlNTnVlR1BTVmJGRXVnQVA4aUJRQT09>

Meeting ID: 871 4216 9766

Passcode: 442827

One Tap Mobile

*+13462487799,,87142169766#,,, *442827# US (Houston)*

Dial by your location

+1 346 248 7799 US (Houston)

I. ROLL CALL

II. CALL TO ORDER

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE**V. PRESENTATION(S)**

1. Recognize the City of Port Lavaca Fire Department for the Perfect Score awarded by the Texas Commission on Fire Protection for the required Compliance Inspection Process conducted on September 22, 2022.
2. Recognize the City of Port Lavaca Police Department for the Mental Health Officer Program being the recipient of the 2022 TML Municipal Excellence Award.
3. Proclamation that October 2022 is National Fire Prevention Month with the theme “Fire won’t wait. Plan your escape”, reinforcing the critical importance of developing a home escape plan.

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

- A. Minutes of September 06, 2022 Special Meeting
- B. Minutes of September 12, 2022 Regular Meeting
- C. Minutes of September 26, 2022 Special Meeting
- D. Review of the Credit Card Statement
- E. Receive monthly Financial Highlight Report
- F. Ratify new lease with Port Lavaca Plumbing for Suite 1D of Nautical Landings Office Building

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

1. Receive Status Report on Frontier projects in Port Lavaca from Director of Operations of South Texas and Internal Affairs Director for Frontier. Presenter is Cort Patterson and David Patterson
2. Conduct Public Hearing in connection with Substandard Building located at 227 Tommy Drive. Presenter is Derrick Smith
3. Consider finding that the following property, 227 Tommy Drive, located in the City of Port Lavaca, Texas, is in violation of the Substandard Building Code, Chapter 12, Section IV of the City of Port Lavaca Code of Ordinances, following a Public Hearing held on September 12, 2022 and Order that it be vacated, secured, repaired, removed, or demolished by the Owner within ninety (90) days of the date of this meeting. Presenter is Derrick Smith
4. Consider Request of Our Lady of the Gulf Catholic Church (OLG) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 06, 2022 from 9:00 a.m. to 2:00 p.m. Presenter is Anne Marie Odefey

5. Consider appointment/reappointment of member(s) to the Planning Board to fill a vacancy and/or start a new term. Presenter is Derrick Smith
6. Consider appointment/reappointment of member(s) to the Recreation and Parks Board to fill a vacancy and/or start a new term. Presenter is Wayne Shaffer
7. Consider appointment of member to the Port Commission Board to fill the unexpired term of David Roberts until February 2023. Presenter is Jody Weaver
8. Consider Award of Professional Services Agreement to CivilCorp for Engineering and Construction Administration for Alamo Heights Phase I and II Street and Drainage Improvements Project. Presenter is Jody Weaver
9. Consider Change Order No. 1 and authorize additional funding for the Community Development Block Grant-Disaster Relief (CDBG-DR) Phase 1 Project. Presenter is Jody Weaver
10. Consider Resolution No. R-101022-1 of the City of Port Lavaca requesting that Golden Crescent Regional Planning Commission (GCRPC) amend the Method of Distribution of the Community Development Block Grant - Mitigation (CDBG-MIT) regional project funding . Presenter is Jody Weaver
11. Consider Resolution No. R-101022-2 of the City of Port Lavaca to nominate someone to fill the unexpired term of Bill Swope on the Calhoun County Appraisal District(CCAD) Board. Presenter is Jody Weaver
12. Consider award of Maintenance Mowing contract(s) for 2022-2023 fiscal year (FY). Presenter is Derrick Smith
13. Consider award of construction bids for Skate Park improvements at Wilson Sports Complex. Presenter is Wayne Shaffer
14. Consider First Reading of an Ordinance (G-8-22) to amend the Parks rules as recommended by the Recreation and Parks Board. Presenter is Wayne Shaffer
15. Consider the recommendation of the Planning Board for a Preliminary Plat, Mimi's Subdivision, Property Identification #37736, Legal Description is A0035 Maximo Sanchez, Tract PT 24, Acres 10.62. Presenter is Derrick Smith
16. Announcement by Mayor that City Council will retire into closed session:
 1. 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
 2. To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code. Presenter is Mayor Whitlow
17. 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, October 10, 2022 beginning at 6:30 p.m., was posted at City Hall, easily accessible to the Public, as of 5:00 p.m., Thursday, October 06, 2022.

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: Recognize the City of Port Lavaca Fire Department for the Perfect Score awarded by the Texas Commission on Fire Protection for the required Compliance Inspection Process conducted on September 22, 2022.

INFORMATION:



TEXAS COMMISSION ON FIRE PROTECTION

TIM GARDNER, COMPLIANCE OFFICER
PHONE: (512) 944-3109
P.O. BOX 2286, AUSTIN, TEXAS 78768-2286
AUSTIN HQ PHONE: (512) 936-3838

Section V. Item #1.

September 22, 2022

Jose Reyes, Fire Chief
Port Lavaca Fire Department
1501 W Austin St.
Port Lavaca, Texas 77979

Chief Reyes:

I am pleased to report that no violations were noted following the compliance inspection conducted at your agency on September 22, 2022. I will note that your agency has met the compliance requirements, and this inspection cycle is closed.

Once again, I want to thank you for the kind cooperation I received during the compliance inspection process. I also extend my personal thanks to you, for your continued dedication and support toward the mission of the fire service in Texas, and the regulations that enhance the safety of Texas firefighters.

Please contact me at tim.gardner@tcfp.texas.gov or 512-944-3109 if you have any questions or comments regarding the Texas Commission on Fire Protection.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Gardner".

Tim Gardner, Compliance Officer
Texas Commission on Fire Protection
San Antonio Field Office


Tim Gardner, Compliance Officer, tim.gardner@tcfp.texas.gov
San Antonio Field Office P.O. Box 2286, Austin, Texas 78768-2286
Office/Cell (512) 944-3109

FDID 1810 TRIP # 3727
Department Port Lavaca Fire Department INSP # 9958

<input checked="" type="checkbox"/> No Violations Noted	<input type="checkbox"/> Major Violations Noted	<input type="checkbox"/> Minor Violations Noted
<input type="checkbox"/> SCBA	<input type="checkbox"/> Protective Clothing	<input type="checkbox"/> SOP's
<input type="checkbox"/> Forms/ Certificates	<input type="checkbox"/> Other	

Comments _____

No Violations


 Department Representative _____ Date 9/22/22

—

COMMUNICATION

SUBJECT: Recognize the City of Port Lavaca Police Department for the Mental Health Officer Program being the recipient of the 2022 TML Municipal Excellence Award.

INFORMATION:

COMMUNICATION

SUBJECT: Proclamation that October 2022 is National Fire Prevention Month with the theme “Fire won’t wait. Plan your escape”, reinforcing the critical importance of developing a home escape plan.

INFORMATION:



PROCLAMATION

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, being sure that everyone in the home understands the sounds of the smoke alarms and knows how to respond makes us better prepared and will therefore be more likely to survive a fire; and

WHEREAS, our citizens will also make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, our firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2022 Fire Prevention theme, "Fire won't wait. Plan your escape.™," effectively serves to remind us how it is important to have a home fire escape plan.

NOW, THEREFORE, I, Jack Whitlow, Mayor of the City of Port Lavaca, do hereby proclaim that the month of October 2022 shall be

FIRE PREVENTION MONTH "Fire Won't Wait, Plan Your Escape"

in the City of Port Lavaca, and I urge all citizens to join the Mayor, Council, staff, and employees of the City to do their part to increase fire safety awareness in our community.

WITNESS MY HAND AND THE GREAT SEAL OF THE CITY OF PORT LAVACA, TEXAS this the 10th day of October, 2022.


Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of September 06, 2022 Special Meeting

INFORMATION:



CITY COUNCIL SPECIAL MEETING

Tuesday, September 06, 2022 at 5:30 PM

Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas

MINUTES

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

On this the 6th day of September, 2022, the City Council of the City of Port Lavaca, Texas, convened in a special meeting at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

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

And with the following absent: None

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:34 p.m. and presided.

III. COMMENTS FROM THE PUBLIC – *Comments will be limited to three (3) Minutes per individual unless permission to speak longer is received in advance.*

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

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

1. Conduct Public Hearing on the 2022-2023 fiscal year Budget. Presenter is Susan Lang

Finance Director Lang advised Council that in accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, the City is required to hold a public hearing on the 2022-2023 Fiscal Year Budget.

Mayor Whitlow announced that the public hearing was now open at 5:45 p.m.

Mayor Whitlow announced that the first public hearing on the proposed 2022-2023 Fiscal Year Budget was now closed at 5:48 p.m.

Mayor Whitlow announced that only one public hearing is required and satisfies the requirements for a later vote on the first reading of ordinance adopting the annual budget.

Mayor Whitlow also announced that Council will consider the second and final reading of the ordinance to adopt the 2022-2023 Fiscal Year Budget at the regular meeting scheduled for Monday, September 12, 2022, commencing at 6:30 p.m.

No action necessary and none taken.

2. Conduct Public Hearing on proposed 2022 Tax Rate. Presenter is Susan Lang

Finance Director Lang advised Council that In accordance with the State of Texas Property Tax Code, the Comptroller of Texas' Truth-in-Taxation rules, the Local Government Code and the City's Charter, the City is required to hold a public hearing on the 2022 Tax Rate.

Mayor Whitlow announced that the public hearing was now open at 5:48 p.m.

Mayor Whitlow announced that the first public hearing on the proposed 2022 Tax Rate was now closed at 5:50 p.m.

Mayor Whitlow announced that only one public hearing is required and satisfies the requirements for a later vote on the first reading of ordinance adopting the Tax Rate.

Mayor Whitlow also announced that Council will consider the second and final reading of the ordinance to adopt the 2022 Tax Rate at the regular meeting scheduled for Monday, September 12, 2022, commencing at 6:30 p.m.

No action necessary and none taken.

3. Receive Form 50-882 from Finance Director certifying that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount described by Tax Code Section 26.04(e)(3)(C) as required by Subsection (a)(1). Presenter is Susan Lang

Finance Director Lang advised Council that In accordance with the State of Texas Property Tax Code, a governing body of a taxing unit that imposes an additional sales and use tax may not adopt the component of the tax rate of the taxing unit described by Tax Code Section 26.05 (a)(1) until the chief financial officer or the auditor for the taxing unit submits to the governing body of the taxing unit a written certification that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount described by Tax Code Section 26.04(e)(3)(C) as required by Subsection (a)(1).

In 1989, the citizens of the City of Port Lavaca voted to adopt an additional Sales and Use Tax of \$0.005 dedicated to Property Tax Relief. The amount of additional Sales and Use Tax collected for Property Tax Relief is provided to the Tax Assessor/Collector and used to reduce the amount of the component of the tax rate when applied to the City of Port Lavaca.

The Certification, as developed by the Texas Comptroller of Public Accounts, is provided to City Council to satisfy the requirements of the Tax Code.

No action necessary and none taken.

4. Consider acceptance of Proposal for Audit Services for the City of Port Lavaca. Presenter is Susan Lang

Finance Director Lang advised Council that the City's Finance committee had discussions earlier in the year regarding a potential Request for Proposal (RFP) process for audit services. The last RFP process was conducted in 2016. Finance staff brought forth a sample RFP for the committee's review a few months ago, and the format and scope was approved by the Finance Committee to proceed with the RFP process for audit services. The City advertised the RFP beginning June 30, 2022 in the Port Lavaca Wave, the city's website, and directly solicited six (6) audit firms who were in the vicinity or were larger regional firms with governmental expertise. The City received three (3) proposals from two (2) regional firms and its existing audit firm as follows:

- Harrison Waldrop & Uherek, L.L.P. FORVIS, LLP
- Pattillo, Brown & Hill, L.L.P.

A review was performed by the Finance RFP Review Committee (city staff) on August 11th and presented to the Finance Committee on August 31, 2022. All technical proposals were shared with the Finance Committee for their review, and the committee engaged in a thorough examination and discussion of the proposals. A unanimous decision was reached to recommend Pattillo, Brown & Hill, L.L.P. for audit Services based upon the technical proposal and qualifications. The cost for services was revealed and found to be reasonable by the committee.

The proposals were submitted with a total all-inclusive maximum over a five (5) year period. The budget for Fiscal Year 2023 will require an amendment of approximately \$17,500.00. Again, the Finance Committee has found the all-inclusive not-to-exceed price to be reasonable for the qualifications of the firm. Staff and/or the Finance Committee recommends City Council award audit services proposal to Pattillo, Brown & Hill L.L.P.

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 accepts proposal and awards professional services contract to Pattillo, Brown & Hill L.L.P. for Audit Services to the City of Port Lavaca.

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

Seconded by Councilman District 1 Smith

Voting Yea:

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

5. Consider First reading of an Ordinance (G-7-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges, Chapter 50-67 - Utilities; and providing for an effective date. Presenter is Jody Weaver

Interim City Manager Weaver advised Council that the following is a memo from Finance Director Lang:

The City of Port Lavaca has contracted with the Guadalupe-Blanco River Authority (GBRA) to reserve its full commitment of 4,480 A/F by fiscal year 2025. Currently, the City holds 2,688 A/F, and increases its commitment each year by 448 A/F. Next year's commitment will be 3,136 A/F. The GBRA provided notice on June 27, 2022 of an increase for firm water from the current \$157.00 per acre-foot per year to \$165.00 per acre-foot per year.

As a result, in both the increased increment of total acre feet of commitment and the increase in cost per acre-foot, we find it necessary to increase the current fee for GBRA water "raw water storage" from \$7.54 per month per customer to \$9.42 per month per customer, or a 25% increase effective October 1, 2022.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves an Ordinance (G-7-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges, Chapter 50-67 – Utilities, on this its first reading, as presented.

Seconded by Councilman District 2 Dent

Voting Yea:

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

6. **Consider First and Final reading of an Ordinance (S-1-22) authorizing the issuance of “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022”; Authorizing the Sale Thereof: and Enacting Provisions Incident and Related to the Issuance of Said Certificates. Presenter is Susan Lang**

The following Financial and Legal representatives were in attendance to speak on this agenda item:

- Philip B. Arnold, Attorney at Law with Bickerstaff Heath Delgado Acosta, LLP; and
- R. Dustin Traylor, Director Fixed Income Banking with RBC Capital Markets, LLC.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves an Ordinance (S-1-22) authorizing the issuance of “City of Port Lavaca, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022”; authorizing the sale thereof: and enacting provisions incident and related to the issuance of said Certificates, on this its first and final reading, as presented.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

7. **Consider First reading of an Ordinance (S-2-22) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2022 thru September 30, 2023. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that Finance Director Lang has the following memo:

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

On July 25 (CIP) and August 22, 2022, the City Council held budget workshops to review recommendations from the City Manager for the 2022-2023 Fiscal Year (FY) Budget. The proposed budget was filed with the City Secretary and published on the City's website on August 8, 2022.

On August 22, 2022, the City Council announced a Public Hearing on the 2022-2023 FY Budget to be held on September 6, 2022. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase, and requires special language to be included in the Notice of Public Hearing on the Budget, the front page of the proposed budget and the front page of the adopted budget.

The City published a notice of public hearing on the budget in the newspaper of general circulation (Port Lavaca Wave) on August 24, 2022 and posted the same notice on the City's website.

The budget, as presented in the August 22, 2022 Workshop is recommended for the City Council's approval and contains Revenues of \$20,385,194 followed by combined Expenditures of \$22,988,116, leaving combined Fund Balance reserve of \$6,885,658.

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

Motion made by Councilman District Dent

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

THAT, Council hereby adopts the 2022-2023 Fiscal Year Annual Budget, as presented by the Interim City Manager; and

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

THAT, in accordance with recommendation of staff, Council hereby adopts the 2022-2023 Fiscal Year Annual Budget Ordinance (S-2-22), as presented by the Interim City Manager, on this its first reading.

Seconded by Councilman District 5 Barr

Voting Yea and Record Vote:

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

Voting Nay and Record Vote:

None

8. Consider First reading of an Ordinance (S-3-22) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2022. Presenter is Jody Weaver

Interim City Manager Weaver advised Council that Finance Director Lang has the following memo:

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

On August 22, 2022, the City Council took a record vote to propose the same tax rate (\$0.7944) as levied on properties as the previous year. Because the proposed tax rate exceeded the No-New-Revenue rate, legislation considers it a tax increase, and requires a public hearing. City Council announced a date and time for a public hearing on the tax rate to be held on September 6, 2022.

The City published a notice of public hearing on the tax increase in the newspaper of general circulation (Port Lavaca Wave) on August 31, 2022 and posted the same notice on the City's website. Additionally, because the proposed tax rate exceeds the No-New-Revenue rate, additional language is required to be included in the ordinance and requires specific language in the motion to adopt the tax rate as follows:

City Council held the Public Hearing on September 6, 2022 and made the first reading to adopt the Tax Rate at the same meeting.

Motion #1:

Motion made by Councilman District 2 Dent

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

THAT, the property tax rate be increased by the adoption of a tax rate of \$0.7944, which is effectively a 2.27% increase in the tax rate; and .

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

THAT, in accordance with recommendation of staff, Council hereby approves fixing the 2022 Tax Rate and Tax Levy Ordinance (S-3-22) on this its first reading.

Seconded by Councilman District 6 Barr

Voting Yea and Record Vote:

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

Voting Nay and Record Vote:

None

Motion #2:

Motion made by Councilman District 2 Dent

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

THAT, City Council adopts a Maintenance and Operations rate of \$0.7307.

Seconded by Councilman District 3 Tippit

Voting Yea:

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

Voting Nay: None

Motion #3:

Motion made by Councilman District 2 Dent

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

THAT, City Council adopts an Interest & Sinking rate of \$0.0637.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Voting Nay: None

9. 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**

Mayor announced there would be no closed session.

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

There was no closed session.

V. ADJOURN SPECIAL MEETING

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

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

Special Meeting adjourned at 6:11 p.m.

These minutes were approved on October 10, 2022.

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of September 12, 2022 Regular Meeting

INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, September 12, 2022 at 6:30 PM

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

MINUTES

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

On this the 12th day of September, 2022, 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
Jerry Smith	Councilman, District 1
Allen Tippit	Councilman, District 3
Jim Ward	Councilman, District 5
Ken Barr	Councilman, District 6

And with the following absent:

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

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

II. CALL TO ORDER

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

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – 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 on Zoom by logging on with your

computer and/or smart phone as described in the zoom invitation below or on Facebook Live through the comment section, which will be monitored and answered. As appropriate.

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

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

- A. Minutes of August 08, 2022 Regular Meeting**
- B. Minutes of August 18, 2022 Joint Council and All Boards Workshop**
- C. Minutes of August 22, 2022 Special and Workshop**
- D. Review of the Credit Card Statement**
- E. Receive monthly Financial Highlight Report**

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

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

1. **Receive Budget Report from the Guadalupe-Blanco River Authority (GBRA) for the Port Lavaca Water Treatment Plant for the 2023 Fiscal Year pursuant to the Water Supply Contract. Presenter is Jody Weaver**

City Council received Budget Report from the Guadalupe-Blanco River Authority (GBRA) for the Port Lavaca Water Treatment Plant for the 2023 Fiscal Year pursuant to the Water Supply Contract.

No action necessary and none taken.

2. **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 02, 2022, beginning at 6:30 p.m. and also request waiver of any fees associated with the event. Presenter is Tania French**

Tania French, Port Lavaca Events Committee, advised Council that the Port Lavaca Chamber of Commerce requests approval for the Annual "Lighted Christmas Parade" on Friday, December 02, 2022, beginning at 6:30 p.m. The parade will begin at Bayfront Peninsula Park, travel down Main Street to

Virginia to San Faubian and will end at Sandcrab Stadium. Chamber also requests assistance with traffic control and also for waiver of any fees associated with this event.

Motion made by Councilman District 1 Smith

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 Chamber of Commerce for parade permit, traffic control assistance and closing off several streets, for the Annual "Lighted Christmas Parade" on Friday, December 02, 2022, beginning at 6:30 p.m. and also approves waiver of any fees associated with the event.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

3. **Consider request of Port Lavaca Main Street, Inc. for closure of Main Street from Virginia Street to Commerce Street; and if needed, also close Colorado Street and Guadalupe Street between Live Oak Street and Railroad Street for "Merry on Main" event on Saturday, December 03, 2022 and also request waiver of any fees associated with the event. Presenter is Tania French**

Tania French, Port Lavaca Events Committee, advised Council that the Port Lavaca Main Street Inc. is requesting closure of Main Street from Virginia Street to Commerce Street; and if needed, also close Colorado Street and Guadalupe Street between Live Oak Street and Railroad Street for "Merry on Main" event on Saturday, December 03, 2022 and also request waiver of any fees associated with the event.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves request of Port Lavaca Main Street, Inc. for closure of Main Street from Virginia Street to Commerce Street; and if needed, also close Colorado Street and Guadalupe Street between Live Oak Street and Railroad Street for "Merry on Main" event on Saturday, December 03, 2022 and also approves waiver of any fees associated with the event.

Seconded by Councilman District 1 Smith

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

4. **Consider request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the “Marian Rosary” procession parade on Sunday, October 9, 2022 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 the “Marian Rosary” procession parade on Sunday, October 9, 2022 beginning at 5:00 p.m. and also request waiver of any fees associated with the event.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves request of Our Lady of the Gulf Catholic Church for a parade permit and traffic control assistance for the “Marian Rosary” procession parade on Sunday, October 9, 2022 beginning at 5:00 p.m. and also approves waiver of any fees associated with the event.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

5. **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 20, 2022 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 20, 2022 beginning at 5:00 p.m. and also request waiver of any fees associated with the event.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves 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 20, 2022 beginning at 5:00 p.m. and also approves waiver of any fees associated with the event.

Seconded by Councilman District 1 Smith

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

6. **Consider request of Calhoun County Fair Association (CCFA) for a parade permit and traffic control assistance on Saturday, October 01, 2022 beginning at 9:00 a.m.; the parade route will be from Sandcrab Stadium, Sam Faubion, N. Virginia, Main streets and ending at the Bayfront Peninsula; and also request waiver of any fees associated with the event. Presenter is Colin Rangnow**

Police Chief Rangnow advised Council that Amanda Gonzales, whom was in attendance on behalf of the Calhoun County Fair Association (CCFA), was requesting a parade permit and traffic control assistance on Saturday, October 01, 2022 beginning at 9:00 a.m.; the parade route will be from Sandcrab Stadium, Sam Faubion, N. Virginia, Main streets and ending at the Bayfront Peninsula; and also request waiver of any fees associated with the event.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves request of Calhoun County Fair Association (CCFA) for a parade permit and traffic control assistance on Saturday, October 01, 2022 beginning at 9:00 a.m.; the parade route as presented above and also approves waiver of any fees associated with the event.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

7. **Consider proposed City Compensation plan for the 2022-2023 fiscal year. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council these are annual updates to the City's Compensation Plan that have been discussed and agreed to during the budget workshops and are presented for Council's final approval.

As recommended by Public Sector Personnel Consultants in their Salary Survey completed in January 2021, the City has embarked on a Compensation Plan update for the fiscal year beginning October 1, 2023. The latest pay plans from comparator cities were obtained, benchmark job classes were re-assigned to the salary ranges whose midpoints most closely matched the prevailing rates(+/- 2%), non-benchmark job classes were adjusted by the same number of salary ranges as their linked benchmark job class, professional judgement was utilized in job class re-assignment to prevent internal inequities and

relationships not supported by relative job complexity, and employees whose current salary was less than their job's new minimum were identified.

Financial Implications:

This year's budget included approximately \$232,888.00 (including benefits) earmarked for merit increases in an amount equal to 4% of the current salary and benefit expense. Additionally, we are proposing another \$73,437.00 (including benefits) to be utilized to update the salary ranges in the City's Compensation Plan. The additional amounts to be funded from the remaining balanced budget excesses are as follows:

\$49,991.00 in the General Fund, \$22,458.00 in the Public Utility Fund, and \$988.00 in the Port & Harbors Fund. This will bring all employees to the minimum levels of the new paygrade, as well as provide an allowance for department heads to issue merit increases for their highly performing employees.

The budgeted full-time positions for the 2022-2023 Fiscal Year (FY) are ninety-nine (99) and the full-time equivalent (FTE) part-time positions are 3.31. Note the budgeted full-time positions for 2021-2022 FY was ninety-eight (98); however, there was a mathematical error, and it was supposed to be ninety-nine (99). We are NOT adding any new positions in the 2022-2023 FY budget. The only position being added to the 2022-2023 FY budget is a part-time Animal Shelter Attendant in an amount equal to 0.5 FTEs. The job description is in the office of Human Resources.

Recommendation

Effective October 1, 2022, staff recommends City Council approve the Compensation Plan for the 2022-2023 Fiscal Year as follows:

- Confirm the Salary Structure as presented
- Confirm the amendment of the existing job positions as previously described in this memo
- Confirm the creation of a new part-time position as previously mentioned in this memo
- City Headcount is remaining the same at 99 full-time employees and 3.31 part-time FTEs

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, Effective October 1, 2022, Council hereby approves the City's Compensation Plan for the 2022-2023 Fiscal Year as follows:

- The Salary Structure as presented; and
- The amendment of the existing job positions of Lead Animal Control Officer, Development Services Coordinator/Permit Technician; and
- The creation of a new part-time position of Animal Shelter Attendant and job description; and
- The City Headcount remaining the same at 99 full-time employees and 3.31 part-time FTEs

A copy of this Compensation Plan is on file, in its entirety, in the office of the City Secretary.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

8. **Consider Second and Final Reading of an Ordinance (G-6-22) of the City of Port Lavaca amending the Code of Ordinances Chapter 32, Parks and Recreation, Article III. Park Designations and Article IV. Park Regulations, Section 32-73 Skate Park and Section 32-74 Splashpad Rules Established; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 6 Barr

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

THAT, in accordance with recommendation of staff, Council hereby approves the Second and Final Reading of an Ordinance (G-6-22) amending the ordinance codified and described in the City's Code of Ordinances as Chapter 32, Parks and Recreation, Article III. Park Designations and Article IV. Park Regulations, Section 32-73 Skate Park and Section 32-74 Splashpad Rules Established; providing for severability; providing a repealing clause; and providing an effective date.

Seconded by Councilman District 1 Smith

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

9. **Consider Second and Final Reading of an Ordinance (G-7-22) amending the ordinance codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges, Chapter 50-67 - Utilities; and providing for an effective date. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that Finance Director Lang has the following memo:

The City of Port Lavaca has contracted with the Guadalupe-Blanco River Authority (GBRA) to reserve its full commitment of 4,480 A/F by fiscal year 2025. Currently, the City holds 2,688 A/F, and increases its commitment each year by 448 A/F. Next year's commitment will be 3,136 A/F. The GBRA provided notice on June 27, 2022 of an increase for firm water from the current \$157.00 per acre-foot per year to \$165.00 per acre-foot per year.

As a result, in both the increased increment of total acre feet of commitment and the increase in cost per acre-foot, we find it necessary to increase the current fee for GBRA water "raw water storage" from \$7.54 per month per customer to \$9.42 per month per customer, or a 25% increase effective October 1, 2022.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with recommendation of staff, Council hereby approves the Second and Final Reading of an Ordinance (G-7-22) amending the ordinance codified and described in the City's Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges, Chapter 50-67 – Utilities – Water User Rates, Guadalupe-Blanco River Authority (GBRA) Fees; and providing for an effective date.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

10. **Consider Second and Final Reading of an Ordinance (S-2-22) approving the annual Budget for the City of Port Lavaca, Texas and adopting the budget document for the fiscal year October 01, 2022 thru September 30, 2023. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that Finance Director Lang has the following memo:

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

On July 25 (CIP) and August 22, 2022, the City Council held budget workshops to review recommendations from the City Manager for the 2022-2023 Fiscal Year (FY) Budget. The proposed budget was filed with the City Secretary and published on the City's website on August 8, 2022.

On August 22, 2022, the City Council announced a Public Hearing on the 2022-2023 FY Budget to be held on September 6, 2022. Because the proposed tax rate exceeds the No-New-Revenue rate, legislation considers it a tax increase, and requires special language to be included in the Notice of Public Hearing on the Budget, the front page of the proposed budget and the front page of the adopted budget.

The City published a notice of public hearing on the budget in the newspaper of general circulation (Port Lavaca Wave) on August 24, 2022 and posted the same notice on the City's website.

The budget, as presented in the August 22, 2022 Workshop and further discussed at the September 6, 2022 Special Meeting, has been modified to accommodate the Compensation Plan update, and is recommended for the City Council's approval. The Combined Revenues and Expenditures statement includes Revenues of \$20,854,531 followed by combined Expenditures of \$21,351,963, which includes one-time Capital Expenditures of \$2,763,313 and leaves a remaining combined Fund Balance reserve of \$7,419,954.

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

Motion made by Councilman District 5 Ward

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

THAT, Council hereby adopts the 2022-2023 Fiscal Year Annual Budget, as presented by the Interim City Manager; and

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

THAT, in accordance with recommendation of staff, Council hereby adopts the 2022-2023 Fiscal Year Annual Budget Ordinance (S-2-22), as presented by the Interim City Manager, on this its second and final reading.

Seconded by Councilman District 3 Tippit

Voting Yea and Record Vote:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

Voting Nay and Record Vote:
None

Absent:

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

11. **Consider ratification of property tax increase reflected in the budget. Presenter is Susan Lang**

Finance Director Lang advised Council that in accordance with Local Government Code Section 102.00?(c) when adopting a budget that will require raising more revenue from property taxes than in the previous year, a separate vote of the governing body to ratify the property tax increase reflected in the budget is required. This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council moves to ratify the property tax revenue increase reflected in the 2022-2023 fiscal year Budget.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

12. **Consider Second and Final Reading of an Ordinance (S-3-22) fixing the Tax Rate and Tax Levy for the City of Port Lavaca, Texas for the year 2022. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that Finance Director Lang has the following memo:

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

On August 22, 2022, the City Council took a record vote to propose the same tax rate (\$0.7944) as levied on properties as the previous year. Because the proposed tax rate exceeded the No-New-Revenue rate, legislation considers it a tax increase, and requires a public hearing. City Council announced a date and time for a public hearing on the tax rate to be held on September 6, 2022. The City published a notice of public hearing on the tax increase in the newspaper of general circulation (Port Lavaca Wave) on August 31, 2022 and posted the same notice on the City's website.

Additionally, because the proposed tax rate exceeds the No-New-Revenue rate, additional language is required to be included in the ordinance and requires specific language in the motion to adopt the tax rate as follows: City Council held the Public Hearing on September 6, 2022 and made the first reading to adopt the Tax Rate at the same meeting.

Motion #1:

Motion made by Councilman District 3 Tippit

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

THAT, the property tax rate be increased by the adoption of a tax rate of \$0.7944, which is effectively a 2.27% increase in the tax rate; and .

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

THAT, in accordance with recommendation of staff, Council hereby approves fixing the 2022 Tax Rate and Tax Levy Ordinance (S-3-22) on this its second and final reading.

Seconded by Councilman District 5 Ward

Voting Yea and Record Vote:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

Voting Nay and Record Vote:

None

Absent:

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

Motion #2:

Motion made by Councilman District 3 Tippit

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

THAT, City Council adopts a Maintenance and Operations rate of \$0.7307.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

Voting Nay: None

Absent:

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

Motion #3:

Motion made by Councilman District 3 Tippit

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

THAT, City Council adopts an Interest & Sinking rate of \$0.0637.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

Voting Nay: None

Absent:

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

13. **Consider recommendation of Selection Committee to award Construction Contract for the Phase II City Hall Improvement Project. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the 2022-2023 Fiscal Year General Fund Budget includes \$300,000.00 of Capital improvements for Phase II Renovations to City Hall. Bids were originally due

on August 25, 2022 but to increase the likelihood of receiving at least two proposals, the due date was extended by addendum to September 1, 2022. Two proposals were received and were considered by the Selection Committee on September 6, 2022 and are as follows:

<u>Bidder:</u>	<u>Base Bid</u>	<u>Alternate 1</u>	<u>Calendar Days</u>
Barefoot Construction 312 Davis Ave Port Lavaca, TX 77979 361-655-1138	\$ 316,000.00	\$ 3,500.00	180
BLS Construction Inc. 207 Fahrenthold St. #4319 El Campo, TX 77437 979-543-2696	\$ 369,400.00	\$ 12,300.00	180

Note: Additive Alternate No. 1 is the cost to relocate the existing Hurricane Shutter system to the new exterior storefront on the South wall. The new storefront glazing is impact-resistant-glass; however, the additional protection of the Hurricane Shutters is recommended, especially at this cost.

An award of the recommended contract amount of \$319,500.00 will require \$19,500.00 of additional funds to be allocated from the General Fund Reserves. The Selection committee recommends a construction contract be awarded to Barefoot Construction in the amount of \$319,500.00, being the sum of the base bid plus Additive Alternate No. 1. The committee further recommends Council authorize a Budget Amendment in the amount of \$19,500.00 from General Fund Reserves to fully fund the project.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby awards a Construction Contract to Barefoot Construction, in the amount of \$319,500.00, being the sum of the Base Bid plus Additive Alternate No. 1, for the Phase II City Hall Improvement Project, to be completed in 180 calendar days from receipt of Notice to Proceed.

BE IT FURTHER RESOLVED, that Council authorizes a Budget Amendment in the amount of \$19,500.00 from the City's General Fund Reserves to fully fund the project.

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

Seconded by Councilman District 1 Smith

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

14. **Consider recommendation of the Port Commission for approval of Lease for Suite 3 of Nautical Landings Office Building to Edward Jones. Presenter is Jim Rudellat**

Interim City Manager Weaver presented this agenda item for Harbor Master Rudellat and advised Council that Edward Jones has leased Suite 3 from the City since September 1, 2003. As such they have been a long-time steady tenant and have always to my knowledge paid their rent on time without issue. The original 2003 lease was a standard Edward Jones lease document and had a term of 5 years with a 5-year option. There have been five (5) amendments that extended the lease until its current expiration date of August 31, 2022. The lease amount they contracted for in 2003 was \$765.00/month. The MCI in September 2003 was 166.8. The MCI in July 2022 (last date published) was 309.81, or an increase of 185.7%. So, \$765.00 in today's dollars per the MCI is \$1,420.89. Edward Jones currently pays a total of \$1,150/month comprised of \$1,035/month rent (0.98/sf) and \$115.00 for utilities

Port Commission Recommendation: a two (2)-year lease with year 1 at \$1,095.50 + \$135 utilities = \$1,230.50 (7% overall increase) and Year 2 \$1,181.64 + \$135.00* utilities = \$1,316.64 (7% overall increase) AND the requirement that the City's standard lease document must be used.

Edward Jones proposal: a five (5)-year lease with a year 1 rent of \$1,092.00 (5.5% incr) with a fixed 4% increase each year on the rent rate PLUS the \$135.00*/month for utilities, *which is subject to increase per actual KW/Hr costs and water/sewer base rates borne by the City. (Note: If the utilities remain at \$135.00, the overall annual increase including the cost of utilities will be 3.6%).

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby approves the Lease for Suite 3 of Nautical Landings Office Building to Edward Jones for a period of five (5) years; with a year 1 rent of \$1,092.00 (5.5% incr) with a fixed 4% increase each year on the rent rate PLUS the \$135.00*/month for utilities, *which is subject to increase per actual KW/Hr costs and water/sewer base rates borne by the City. (Note: If the utilities remain at \$135.00, the overall annual increase including the cost of utilities will be 3.6%). A copy of this lease is in the office of the City Secretary, in its entirety.

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

Seconded by Councilman District 5 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

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

Mayor announced there would be no closed session.

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

There was no closed session.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Barr

Meeting adjourned at 7:24 p.m.

These minutes were approved on October 10, 2022.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of September 26, 2022 Special Meeting

INFORMATION:



CITY COUNCIL SPECIAL MEETING

Monday, September 26, 2022 at 6:00 PM

Council Chambers at City Hall, 202 N. Virginia Street, Port Lavaca, Texas

MINUTES

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

On this the 26th day of September, 2022, the City Council of the City of Port Lavaca, Texas, convened in a special meeting at 6:00 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Jerry Smith	Councilman, District 1
Tim Dent	Councilman, District 2
Allen Tippet	Councilman, District 3
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem
Jim Ward	Councilman, District 5
Ken Barr	Councilman, District 6

And with the following absent: None

CITY COUNCIL SPECIAL MEETING

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:02 p.m. and presided.

III. COMMENTS FROM THE PUBLIC – *Comments will be limited to three (3) Minutes per individual unless permission to speak longer is received in advance.*

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

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

1. 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

Mayor Whitlow announced that Council would retire into closed session at 6:03 p.m.

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

Mayor Whitlow announced that Council was back in open session at 7:11 p.m.

A. **Discuss and take any action deemed necessary to authorize Guadalupe-Blanco River Authority (GBRA) to sell the Port Lavaca Water Treatment Plant to Undine, Inc. or its assigns.**

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 authorizes Guadalupe-Blanco River Authority (GBRA) to sell the Port Lavaca Water Treatment Plant to Undine, Inc. or its assigns.

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

Seconded by Councilman District 6 Barr

Voting Yea:

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

B. **Discuss and take any action deemed necessary to approve replacement of the Raw Water Contract between the City of Port Lavaca and Guadalupe-Blanco River Authority (GBRA).**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves, by City Resolution No. R-092622-1, replacement of the Raw Water Contract between the City of Port Lavaca and Guadalupe-Blanco River Authority (GBRA).

BE IT FURTHER RESOLVED, that the Interim City Manager and the Mayor is hereby authorized to execute all instruments necessary to effect such agreement.

Seconded by Councilman District 5 Ward

Voting Yea:

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

- C. **Discuss and take any action deemed necessary to approve a Contract between the City of Port Lavaca and Undine, Inc. for the treatment of water purchased from Guadalupe-Blanco River Authority (GBRA), subject to the sale of the Port Lavaca Water Treatment Plant to Undine, Inc. or its assigns.**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves, by City Resolution No. R-092622-2, a Contract between the City of Port Lavaca and Undine, Inc. for the treatment of water purchased from Guadalupe-Blanco River Authority (GBRA), subject to the sale of the Port Lavaca Water Treatment Plant to Undine, Inc. or its assigns.

BE IT FURTHER RESOLVED, that the Interim City Manager and the Mayor is hereby authorized to execute all instruments necessary to effect such agreement.

Seconded by Councilman District 6 Barr

Voting Yea:

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

V. ADJOURN SPECIAL MEETING

Motion made by Councilman District 2 Dent

Seconded by Councilman District 6 Barr

Voting Yea:

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

Special Meeting adjourned at 7:21 p.m.

These minutes were approved on October 10, 2022.

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of the Credit Card Statement

INFORMATION:



Section VII. Item #D.

CITY OF

Account Number: XXXX XXXX XXXX 0305

Billing Questions:

800-367-7576

Website:

www.cardaccount.net

Send Billing Inquiries To:

Card Service Center, PO Box 569120, Dallas, TX 75356

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
August 9, 2022 to September 7, 2022**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	\$16,549.30
- Payments	\$16,549.30
- Other Credits	\$2,020.00
+ Purchases	\$4,383.96
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$2,363.96

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$23,547.00
 Statement Closing Date September 7, 2022
 Days in Billing Cycle 30

PAYMENT INFORMATION

New Balance: \$2,363.96
 Minimum Payment Due: \$70.92
Payment Due Date: October 2, 2022

MESSAGES**GREAT NEWS!**

We have upgraded the Card Service Center website and online access to your account information. It is better than ever!

Our enhanced site features easier-to-navigate pages, additional payment functionality, and new self-serve account update options. A **NEW MOBILE APP** is also available to manage your card on the go!

The New Site and Mobile App are available NOW! To take advantage of these exciting features go to www.cardaccount.net to download the mobile app or click "ACCOUNTS" and choose "CREDIT CARD ACCOUNTS" to log in now.

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/24	08/24	F112700KW00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$16,549.30-

Transactions continued on next page

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



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

Account Number: XXXX XXXX XXXX 0305
 New Balance: \$2,363.96
 Minimum Payment Due: \$70.92
Payment Due Date: October 2, 2022

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

11273390700003050000709200002363965



TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXX0305	\$16,549.30-
08/10	08/10	5543286KE5V50WAGQ	AMZN MKTP US*0754218F3 AMZN.COM/BILL WA	\$27.18
08/23	08/24	5543286KV5VBKF1PQ	AMZN MKTP US*5C0WT1V43 AMZN.COM/BILL WA	\$149.97
08/30	08/31	7518742L300017GFJ	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$152.44
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXX0727	\$329.59
09/06	09/07	5542950L9LRTYJ8SS	VISTAPRINT 8662074955 MA	\$110.49
			KAREN NEAL	
			TOTAL XXXXXXXXXXXX0784	\$110.49
08/23	08/24	7518742KW000166DZ	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$7.73
			JAVIER RAMOS	
			TOTAL XXXXXXXXXXXX0867	\$7.73
08/12	08/12	5543286KG5SR49STP	TEEX ECOMMERCE 979-458- CREDIT	\$665.00-
08/13	08/14	5531020KH2DM1YN86	AMAZON.COM*7Q5FW0N13 A AMZN.COM/BILL WA	\$50.92
08/15	08/16	5531020KK2DKQNPDE	AMZN MKTP US*QL7MT2TM3 AMZN.COM/BILL WA	\$186.04
			JUAN LUNA	
			TOTAL XXXXXXXXXXXX0941	\$428.04-
08/10	08/11	5543286KF5SJQ5E5Z	BUC-EE'S #17 LULING TX	\$25.60
08/08	08/12	5543286KF5SN9R5QF	RENAISSANCE HOTELS AUS AUSTIN TX	\$351.57
		CHECK-IN 08/08/22	FOLIO #M22437	
08/08	08/12	5543286KF5SN9R5QF	RENAISSANCE HOTELS AUS AUSTIN TX	\$308.68
		CHECK-IN 08/08/22	FOLIO #M22438	
08/28	08/29	1527021L0006V02H1	ADOBE INC 8008336687 CA	\$194.72
			WAYNE SHAFFER	
			TOTAL XXXXXXXXXXXX1212	\$880.57
08/09	08/10	7270088KDS66GWXHT	THE GREEN IGUANA GRILL PORT LAVACA TX	\$162.44
08/10	08/10	5531020KE2DKFD71P	AMAZON.COM*RS8F50LU3 A AMZN.COM/BILL WA	\$13.35
08/09	08/11	7270088KES66GZZ4B	THE GREEN IGUANA GRILL PORT LAVACA TX	\$31.39
08/17	08/18	5550036KM2DKZ5HAL	WALMART.COM AA 8009666546 AR	\$128.00
08/22	08/23	7270088KSS66HRQF5	THE GREEN IGUANA GRILL PORT LAVACA TX	\$253.18
08/30	08/31	5542950L2MLR1NM75	EB TEXAS MUNICIPAL LE 8014137200 CA	\$240.00
08/30	08/31	5542950L2MNKVX6XF	EB TEXAS MUNICIPAL LE 8014137200 CA	\$40.00
			MANDY GRANT	
			TOTAL XXXXXXXXXXXX1238	\$868.36
08/11	08/11	5543286KF5SH8ALGM	APPLE.COM/BILL 866-712-7753 CA	\$2.99
			JESSICA CARPENTER	
			TOTAL XXXXXXXXXXXX1329	\$2.99
08/25	08/25	5543286KX5VRS6W8P	TEXAS MUNICIPAL LEAGUE 512-231- CREDIT	\$345.00-
08/25	08/25	5543286KX5VRS6W97	TEXAS MUNICIPAL LEAGUE 512-231- CREDIT	\$345.00-
08/11	08/12	5543286KF5SL37531	SQ *THE DONUT PALACE PORT LAVACA TX	\$24.00
			SUSAN LANG	
			TOTAL XXXXXXXXXXXX1345	\$666.00-
08/24	08/24	5543286KW5VF1HJWG	TEEX ECOMMERCE 979-458-6898 TX	\$380.00
09/06	09/07	8271116L9000B3FVM	WINNS CE FORNEY TX	\$85.00
			DERRICK SMITH	
			TOTAL XXXXXXXXXXXX3836	\$465.00
08/09	08/10	0541601KD43A5HJDG	WAL-MART #1098 PORT LAVACA TX	\$7.26

Transactions continued on next page



CITY OF

Account Number: XXXX XXXX XXXX 0305

TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/10	08/10	5542950KEMMVYV5M7	EZCATERSUBWAY 8004881803 MA	\$23.80
08/10	08/11	5543286KE5SA7ZVMT	SQ *THE DONUT PALACE PORT LAVACA TX	\$64.80
08/10	08/11	0543684KFBLKK097T	WM SUPERCENTER #1098 PORT LAVACA TX	\$5.36
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$101.22
08/26	08/26	5543286KY5W0AT8Y9	TEEX ECOMMERCE 979-458- CREDIT	\$665.00-
08/18	08/21	5543286KP5V5GL4V4	SOUTHWES 5262155440494 800-435-9792 TX	\$471.96
LANNEN/MILIZZA VICTORIA				
10/20/22 1 HOUSTON WASHINGTON				
10/29/22 2 WASHINGTON CHICAGO				
10/29/22 3 CHICAGO HOUSTON				
08/23	08/23	5513158KV2M721X3T	MICROSOFT*MICROSOFT 36 MSBILL.INFO WA	\$108.24
JOE REYES JR				
TOTAL XXXXXXXXXXXX0215				\$84.80-
08/15	08/16	5543286KK5SZGBWNP	GOOGLE *GOOGLE STORAGE 650-253-0000 CA	\$2.12
08/16	08/17	5543286KL5SBH6AKT	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$238.50
09/01	09/04	5520739L50078NM37	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$270.62
08/19	08/19	5543286KP5V3KQXKE	KING RANCH TURFGRASS CORPUS CHRIST TX	\$160.00
08/23	08/23	5550036KV2DYTKX8M	ACADEMY SPORTS + OUTDO 2816465564 TX	\$43.28
08/23	08/23	5550036KV2DYTKX8M	ACADEMY SPORTS + OUTDO 2816465564 TX	\$54.10
08/23	08/23	5550036KV2DYTKX8M	ACADEMY SPORTS + OUTDO 2816465564 TX	\$27.05
08/23	08/24	6518742KW000166DR	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$61.80
09/07	09/07	5543286LA5WEWSJJA	KING RANCH TURFGRASS CORPUS CHRIST TX	\$160.00
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$506.23

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	16.49% (v)	\$0.00	30	\$0.00
Cash Advances	16.49% (v)	\$0.00	30	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

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

CREDITING OF PAYMENTS

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

BILLING RIGHTS SUMMARY***What to do if You Think You Find a Mistake on Your Statement***

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

EXPLANATION OF INTEREST CHARGES

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

ANNUAL FEE DISCLOSURES

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

CREDIT BALANCES

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

 Name (if incorrect on reverse side)

 Street address

 City

 State

 Zip Code

 Effective Date: Month, Day, Year

 Signature

 Home Phone

 Work Phone

COMMUNICATION

SUBJECT: Receive monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

202 N. Virginia, Port Lavaca, Texas 77979-0105 www.portlavaca.org
Main Number: 361-552-9793 Main Facsimile: 361-552-6062

To: Mayor and Members of the City Council
From: Susan Lang, Finance Director
Subject: FY 21-22 Financial Highlights through **September 30, 2022**
Date: October 4, 2022

Below are the following reports for the period ending **September 30, 2022**, or **100%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$4,765,323** for the year as of August. Collections in FY21-22 are 97.4% of total adjusted tax levy. Total current year Property Taxes Outstanding as of July is **\$105,207**.

In the General Fund, revenues through **9/30/22** are **105.4%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,392,333** for the year as of September. Collections in FY21-22 are 110.6% of budget.
2. *Sales Tax* collections through September were **\$3,776,696** or 114.7% of budget. Collections through September in FY 20-21 were **\$3,566,918**.
3. *Licenses & Permits* collections are **\$181,718** for the year, or 79.7% of budget. Collections through September in FY 20-21 were **\$163,485**.
4. *Bauer Center Rentals* through September are **\$66,200** or 132.4% of budget. Collections through September in FY 20-21 were **\$59,505**.
5. *Court Fines* are **91,696** for the year, or 76.4% of budget. Collections through September in FY 20-21 were **\$105,722**.

Expenditures in the General Fund for the year are **99%** of budget.

Target: 100%

In the Utility Fund, revenues as of **9/30/22** are **104.2%** of budget. In addition:

1. *Metered Water* sales through September are **\$2,094,954 or 104.2%** of budget.
2. *Residential Sewer* sales through September are **1,000,096 or 94.3%** of budget.
3. *Garbage Billings* through September are **\$771,415 or 111%** of budget.

Expenditures in the Utility Fund for the year are **91.2%** of budget.

Summary – FY 2021-2022 through 9/30/22

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$9,969,857	105.4%	\$12,648,621	99%	(\$2,678,764)
Utility	6,320,146	104.2%	5,536,442	91.2%	783,704
HOT	369,612	70.3%	843,735	89%	(474,122)
Beach	86,690	49.4%	154,717	98.4%	(68,026)
Port	614,986	93.4%	666,269	78.9%	(51,283)
Total					(2,488,491)

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



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
August 31, 2022**

TAXES DUE AT CERTIFICATION	4,726,568.66
Adjustments to Date	162,156.48
TOTAL TAX LEVY	4,888,725.14

2021 Tax Collections

	Base	Penalties & Interest	Total
October	2,264,571.55	0.00	2,264,571.55
November	345,300.03	0.00	345,300.03
December	603,580.74	0.00	603,580.74
January	845,808.24	0.00	845,808.24
February	335,113.44	7,472.12	342,585.56
March	109,525.79	8,909.30	118,435.09
April	47,775.33	4,365.25	52,140.58
May	87,791.74	3,931.21	91,722.95
June	42,629.38	5,967.53	48,596.91
July (Delinquent as of July 1, 2021)			0.00
August			0.00
September			0.00
TOTAL	4,682,096.24	30,645.41	4,712,741.65

	% Collected	Last Year % Collected
TRANSFERRED TO DELINQUENT ROLL	96.85%	97.40%
July, Aug, and Sept Payments	52,581.24	

2021 TAXES OUTSTANDING	154,047.66	4.91 - JULY
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% Current Outstanding	3.15%
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DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	6,452.35	3,130.88	9,583.23
November	9,728.40	3,612.99	13,341.39
December	7,907.93	3,020.62	10,928.55
January	4,786.11	1,973.51	6,759.62
February	9,004.61	2,815.81	11,820.42
March	902.45	2,803.54	3,705.99
April	6,188.63	2,609.83	8,798.46
May	3,068.26	2,285.43	5,353.69
June	5,085.71	5,288.14	10,373.85
July	4,361.76	3,730.08	8,091.84
August	10,765.12	5,684.99	16,450.11
September			0.00
TOTAL	68,251.33	36,955.82	105,207.15

DELINQUENT TAXES OUTSTANDING
TOTAL TAXES OUTSTANDING

338,642.96	4.91 - JULY
492,690.62	


49

COMMUNICATION

SUBJECT: Ratify new lease with Port Lavaca Plumbing for Suite 1D of Nautical Landings Office Building

INFORMATION:

OFFICE LEASE AGREEMENT

DATE: November 1, 2022

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

TENANT:

Company name & address: Rick Lewis dba Port Lavaca Plumbing,
106 South Commerce St., Suite I-D
Port Lavaca, Texas 77979

Home office address: Same

Contact #'s & email: Rick Lewis 361-676-2925

Local responsibility: _____

Emergency contact: _____

PREMISES: SUITE 2 NAUTICAL LANDINGS BUILDING

Approximate square feet: 268 square feet (205 sf Suite + 63 sf closet)

Name of Building: Nautical Landings

Street address/suite: Suite I-D + closet

City, state, zip: Port Lavaca, Texas 77979

Term (months): 12

Commencement Date: November 1, 2022

Termination Date: October 31, 2023 (ref. Section E Special Provisions)

TOTAL Rent (monthly): \$ 481.50 (INCLUDES utilities and access to Breakroom/restrooms)

Permitted Use: Business Office establishment

Tenant's Electricity Share: \$100/month (ref Section B.1.g) (included in TOTAL Rent shown above)

Tenant's access to breakroom/restroom: \$25.00/month (included in TOTAL Rent shown above)

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant.

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" means 8:00 A.M. to 6:00 P.M. Monday through Friday, except holidays.

A.3. "Common Areas" means all facilities and areas of the Building and Parking Facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. "Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric current for normal office machines and the Building's standard lighting reasonable for the Permitted Use; and (d) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

A.5. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.6. "Parking Facility" means the common area parking located on the Premises.

A.7. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to -

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, without demand, on the first day of the month, the Base Rent to Landlord at Landlord's Address.

B.1.e. Pay a late charge of 10 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.f. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.g. Tenant shall reimburse Landlord directly for its electric service with a monthly sum of \$100.00, being a mutually agreed upon estimate of the average cost of electricity used monthly, based upon an energy rate of \$0.03883/kWh. Such payment for electricity is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the energy rate being paid by Landlord.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.k. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B.1.l. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING

IN ANY PORTION OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS AGENTS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, LIENHOLDER, OR THEIR RESPECTIVE AGENTS.**

B.2. Tenant agrees not to -

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums, or void insurance on the Building.

B.2.f. Change Landlord's lock system.

B.2.g. Alter the Premises.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

B.2.j. Smoking, vaping, and/or chewing tobacco products on the Premises or in the common area is strictly prohibited.

C. Landlord's Obligations

C.1. Landlord agrees to -

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

C.1.e. TO THE EXTENT ALLOWED BY TEXAS LAW, BUT NOT OTHERWISE, INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.**

C.2. **Landlord agrees not to -**

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord and must be ADA compliant. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Signage. Landlord shall allow Tenant to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises.

D.3. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.4. Insurance. Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

D.5. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.6. Casualty/Total or Partial Destruction

D.6.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.6.b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.6.a. above.

D.6.c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.7. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.9. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and either sue for Rent as it accrues or accelerate all rent due under this lease and sue; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.15. Venue. Exclusive venue is in the county in which the Premises are located.

D.16. Entire Agreement. This lease, its exhibits, addenda and riders, are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.17. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.18. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.19. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.20. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.21. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

E. Special Provisions

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 October 31, 2024, however City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and thereby give notice to terminate the lease at the end of the current term, being October 31, 2023. If the one (1) year option is executed, the monthly rent shall be increased per the Municipal Cost Index as of the latest date it was published prior to November 1st.

City of Port Lavaca, Texas,
a Texas Home Rule Municipality

John D. “Jack” Whitlow, Mayor

(TENANT)

Printed Name: Rick Lewis

COMMUNICATION

SUBJECT: Receive Status Report on Frontier projects in Port Lavaca from Director of Operations of South Texas and Internal Affairs Director for Frontier. Presenter is Cort Patterson and David Patterson

INFORMATION:

COMMUNICATION

SUBJECT: Conduct Public Hearing in connection with Substandard Building located at 227 Tommy Drive. Presenter is Derrick Smith

INFORMATION:

COMMUNICATION

SUBJECT: Consider finding that the following property, 227 Tommy Drive, located in the City of Port Lavaca, Texas, is in violation of the Substandard Building Code, Chapter 12, Section IV of the City of Port Lavaca Code of Ordinances, following a Public Hearing held on September 12, 2022 and Order that it be vacated, secured, repaired, removed, or demolished by the Owner within ninety (90) days of the date of this meeting. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: October 10, 2022

DATE: 10/04/2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Substandard building identified on property located at 227 TOMMY DR. legal description being DESHAZOR PARK (PORT LAVACA), BLOCK M, LOT PT OF 4 & 5 CAD PIN 20479.

The Development Services department has identified a building located at 227 Tommy Dr. as substandard due to the following:

- Does not meet minimum standards for housing
- Unsecured

The following steps have been taken:

- April 20, 2022- A letter was sent to the property owner asking what their intent was for the future of the property.
- September 19, 2022- Notice of Substandard Building sent to property owner through certified and regular mail.
- September 20, 2022-Notice posted onto property.
- September 14, 2022-Engaged vendor to mow property.
- October 3, 2022-Property mowed. No response from any person responsible for this property.

Staff Recommendation: Demolition

Attachments:

- Pictures of substandard building
- CAD PIN 20479

227 Tommy Drive

Joey Perez
Code Enforcement Officer
10/04/2022

Mary G McHaney is the current owner and is presumed deceased.

Calhoun County Appraisal District Identification 20479

The existing structure on the property is extremely damaged and needs substantial repair or demolition. It does not meet minimum requirements as required by Ordinances of the City of Port Lavaca. The property is not occupied by any person(s). No occupants need relocation.

Multiple attempts to contact the property owner has been made with no reply of any kind.



Property Identification #: 20479	Property Information: 2023	Owner Identification #: 20479
Geo ID: S0120-000M0-0004-00 Situs Address: 227 TOMMY PORT LAVACA, TX 77979 Property Type: Real State Code: A1	Legal DESHAZOR PARK (PORT LAVACA), BLOCK M, LOT Description: PT OF 4 & 5 Abstract: S0120 Neighborhood: DESHAZOR AREA Appraised N/A Value: Jurisdictions: G05, NV6, S01, C04, FML, CAD, GWD	Name: MCHANEY MARY G (ETAL) Exemptions: DBA: Null



COMMUNICATION

SUBJECT: Consider Request of Our Lady of the Gulf Catholic Church (OLG) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 06, 2022 from 9:00 a.m. to 2:00 p.m.
Presenter is Anne Marie Odefey

INFORMATION:



OUR LADY OF THE GULF CATHOLIC CHURCH

415 W. AUSTIN STREET

PORT LAVACA, TX 77979

TEL: 361-552-6140 FAX: 361-552-4300

WEBSITE: WWW.OLGULF.ORG EMAIL: OLG@OLGULF.ORG

AND MISSIONS OF

ST. ANN, POINT COMFORT, TX

ST. JOSEPH, PORT O'CONNOR, TX

ST. PATRICK, SEADRIFT, TX

Dear Port Lavaca City Council,

Our Lady of the Gulf Altar Society will hold its annual Turkey Dinner and Raffle Fundraiser on Sunday, November 6, 2022 at St. Jude Hall, 300 W Austin Street. We are requesting closure of Benavides Street between Leona and Austin streets from 9:00 am to 2:00 pm in order to allow for drive through pick up of the meal.

We appreciate your consideration of this request and your support of our church activities.

Should you have any questions, you may call the parish office at 361-552-6140 ext. 3.

Sincerely,

Rev. Fr. Tommy Chen
Pastor

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: OCTOBER 10, 2022

DATE: 10/6/2022

TO: HONORABLE MAYOR WHITLOW AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: RENEWAL OF SERVICE OF PLANNING BOARD MEMBER

BACKGROUND:

The Planning Board member, Betty Birdwell has a term expiring in October of 2022 and would like to renew her position with the board.

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

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

See letter of interest from Betty Birdwell.

September 20, 2022

Port Lavaca City Council,

Please accept this letter of intent to extend my term as Planning Commissioner for one more term.

Thank you,

Betty Birdwell

COMMUNICATION

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

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: OCTOBER 10, 2022

DATE: 9/30/2022

TO: HONORABLE JACK WHITLOW AND CITY COUNCIL MEMBERS

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

**SUBJECT: APPOINTMENT/REAPPOINTMENT OF RECREATION AND PARKS
BOARD MEMBER**

BACKGROUND:

The Recreation and Parks Board has a term that will expired in October for Jean Wehmeyer. Wehmeyer has requested to be reappointed to the Recreation and Parks Board. There are no term limits established and the full term is for a period of two (2) years.

FINANCIAL IMPLICATIONS:

IMPACT ON COMMUNITY SUSTAINABILITY:

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

See letter of interest from Jean Wehmeyer attached.

September 8, 2022

Dear City Council Members, City of Port Lavaca,

I have been a member of the Parks & Recreation board and would like to continue serving on this committee. I believe that the Parks & Recreation committee has been making tremendous headway in improving the parks in our community.

Sincerely yours,

Jean Wehmeyer

COMMUNICATION

SUBJECT: Consider appointment of member to the Port Commission Board to fill the unexpired term of David Roberts until February 2023. Presenter is Jody Weaver

INFORMATION:

From: Robert Knox <robert.knox.l4vz@statefarm.com>
Sent: Monday, October 3, 2022 9:29 AM
To: jaybo1491@gmail.com
Cc: Robert Knox <robert.knox.l4vz@statefarm.com>
Subject: Port Commission Board

Jim,

I would like to be considered for any openings that may occur on the Port Commission Board.

Listed below is a brief summary of my qualifications.

Education

BBA – Accounting / Texas A&M University – Corpus Christi
MBA – Economics / Texas A&M University – Corpus Christi

Licenses

Texas Property / Casualty
Texas Life / Health
Texas Mortgage Loan Originator
Texas Securities
Federal Securities

Boards

Bay City Country Club
Bay City Chamber of Commerce
Bay City Economic Development
Matagorda County Economic Development

Experience

14 Years – Bankruptcy / Reorganization (25,000 Personal Bankruptcy Cases / 8000 Business Bankruptcy Cases)
20 Years – Insurance / Risk Management / Investments (Specialize in Coastal Exposure Zones)

Consults

Worked with the McCombs Real Estate Group providing development and economic indicator advisement for their coastal resort property division.
Provided reorganization and business development advise for two local industrial construction companies with revenues exceeding 100 million.
Acted as Chief Financial Adviser for largest auto dealership Chapter 11 Reorganization in the Southern District of Texas.
Worked as chief negotiator with four energy-related companies in South Texas during their buyouts by private equity firms.

Contact me if you have questions regarding my qualifications. Thanks..

All the best,

Robert S Knox, Agent

Registered Representative
State Farm VP Management Corp.
422 N Virginia Street
Port Lavaca, TX 77979
Bus 361.552.4689 Port Lavaca / Victoria
Bus 979.245.6331 Bay City
Fax 361.552.6296
TDI # 998837 NMLS # 2173619 CRD # 43036
robert@robertknoxagent.com

If this communication is securities related, click [here](#) for additional disclosures.

COMMUNICATION

SUBJECT: Consider Award of Professional Services Agreement to CivilCorp for Engineering and Construction Administration for Alamo Heights Phase I and II Street and Drainage Improvements Project. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: OCTOBER 10, 2022**AGENDA ITEM __**

DATE: 10.02.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: **ALAMO HEIGHTS STREETS & DRAINAGE IMPROVEMENTS PHASES 1 & 2
ENGINEERING AND CONSTRUCTION ADMINISTRATION CONTRACT**

BACKGROUND:

Council recently approved the sale of certificate of obligation bonds toward the funding of various capital improvement projects. One of those projects identified was to provide Phase 1 and Phase 2 Streets and Drainage improvements in Alamo Heights Subdivision. This is to include Jackson Street from Alcoa to 5th (Jackson from 5th to Seadrift was accomplished in 2020); Leon and Justice Streets from Alcoa to Seadrift Street, and 3rd, 5th and 7th Street from Jackson to Algee. This area currently has limited to no underground storm sewer and as a result has very poor streets.

The initial part of this project is to upgrade the downstream drainage system beginning at 5th street and Jackson. This project was recently awarded to Lester Contracting and should begin construction in the very near future. The entire area of this Phase 1 and 2 Alamo Heights, drains to this location at 5th street and Jackson Street through underground piping and ditches to ultimately discharge to the Harbor of Refuge next to the boat ramp.

It is anticipated that the design phase will take approximately a year to complete, so we can anticipate bidding this project out in the fall of 2023. The preliminary construction cost estimate provided in May 2022 for this project was \$8.75M.

FINANCIAL IMPACT:

CivilCorp has long been the selected engineer of record for the City's street and drainage improvement projects. Attached is CivilCorp proposed Professional Services Agreement with a total fee of \$675,000.

RECOMMENDATION:

Staff recommends approval of this professional services agreement with CivilCorp, LLC for design, bidding and construction administration of the referenced project in the amount of \$675,000.

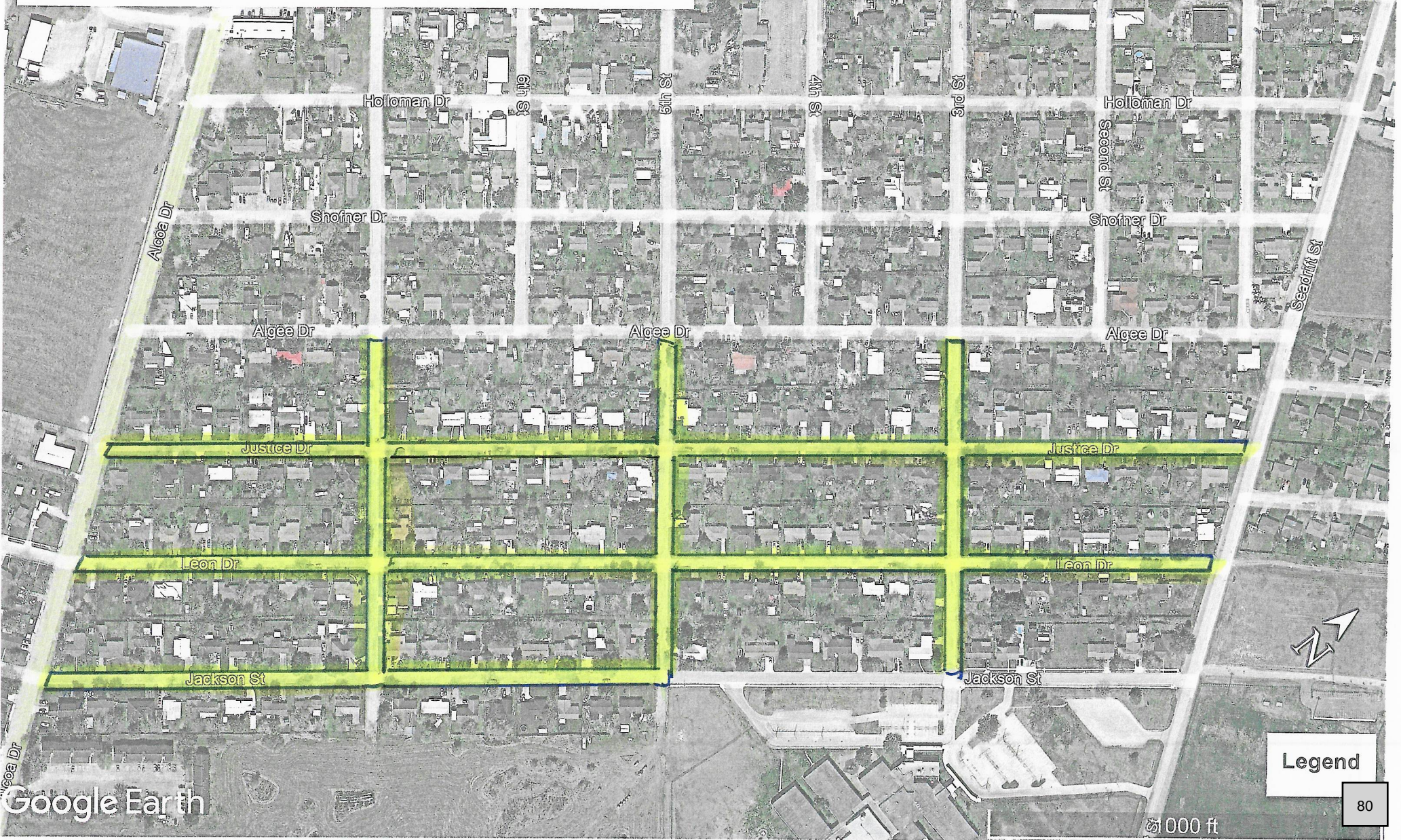
ATTACHMENTS:

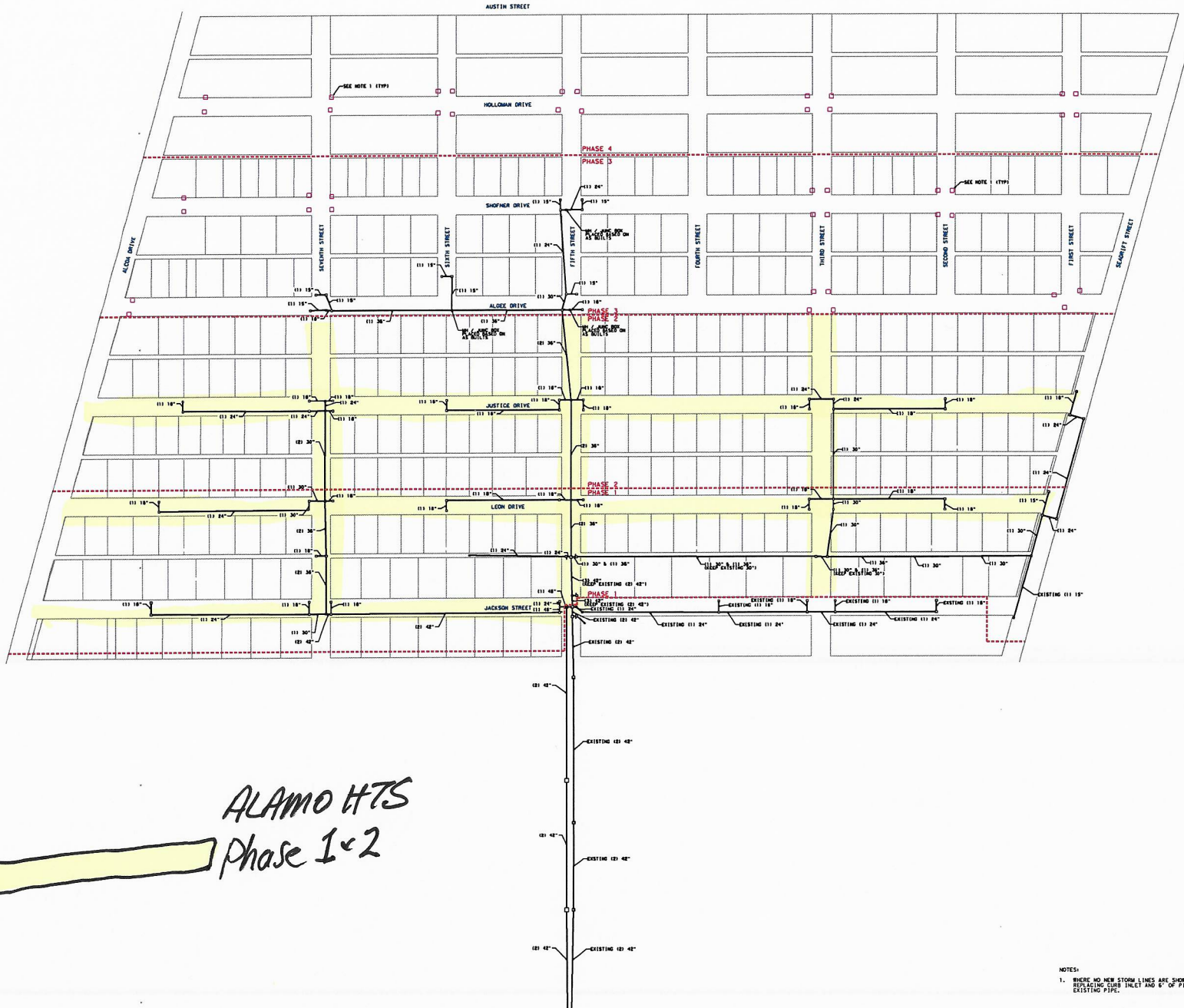
- Site map showing the scope limits of this project (phases 1 & 2 of the Alamo Heights Streets & Drainage improvements)
- Site plan showing proposed underground storm sewer system for this project
- Typical street cross section for this project
- CivilCorp Professional Services Agreement

Alamo Heights Ph 1 & 2

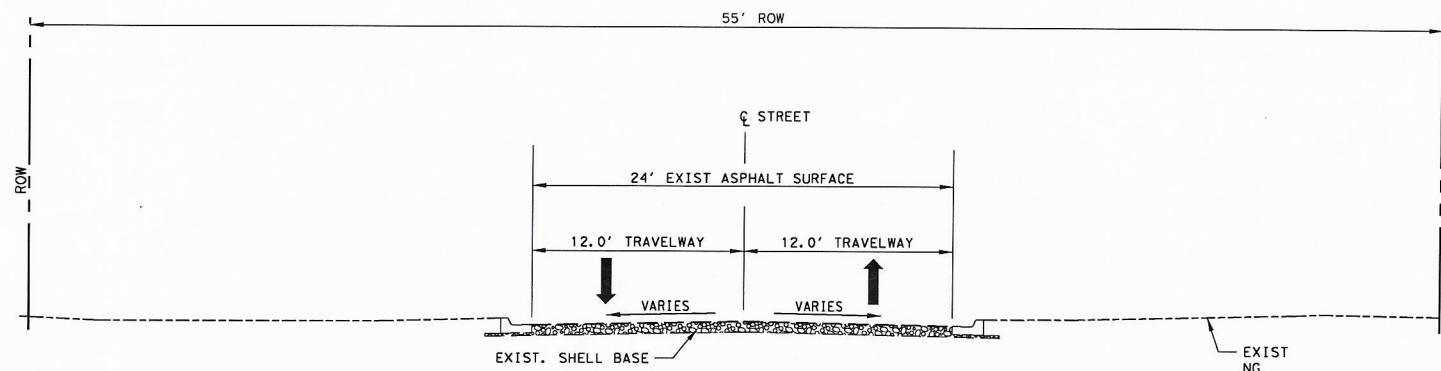
Jackson (5th -Alcoa)
Leon and Justice (Seadrift-Alcoa)
3rd, 5th and 7th Street (Jackson - Algee)
New underground storm drainage system to
drain to 5th & Jackson Street drainage pipes;
streets reconstruction with curb & gutter, inlets, and sidewalk on one side

Section VIII. Item #8.

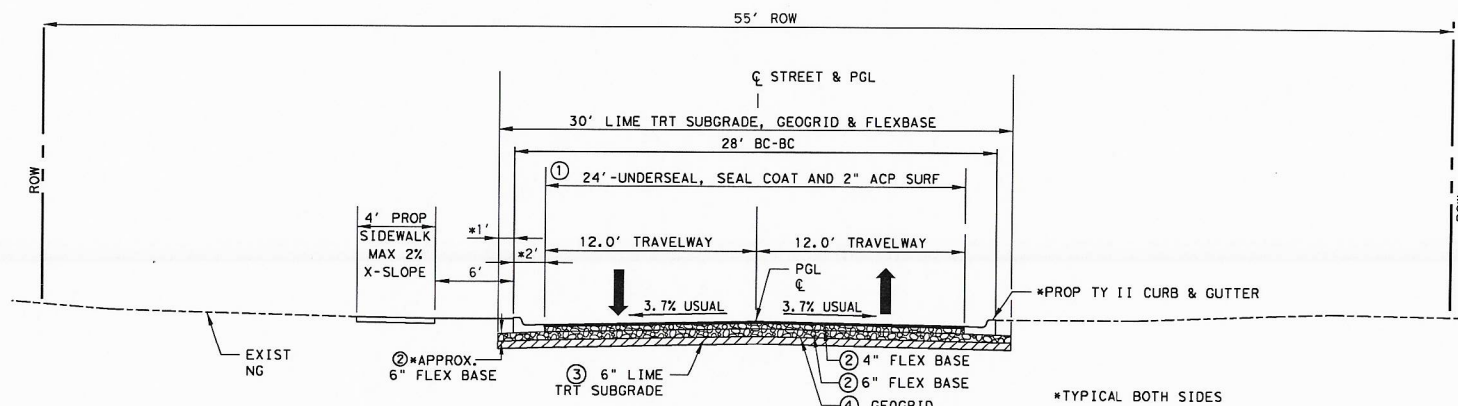




NOTES:
1. WHERE NO NEW STORM LINES ARE SHOWN, PROPOSED WORK INCLUDES REPLACING CURB INLET AND 6' OF PIPES TO CONNECT NEW INLET TO EXISTING PIPE.



EXISTING TYPICAL SECTION
PHASE 1 AND 2 STREETS



PROPOSED TYPICAL SECTION
PHASE 1 AND 2 STREETS

NOTES

- ① UNDERSEAL, SEAL COAT & 2" ACP SURFACE COURSE PER TXDOT SPEC ITEMS 316 AND ITEM 340 OF THE SPECIFICATIONS.
- ② BASE-10" FLEXIBLE BASE PER TXDOT SPEC ITEM 247, TYPE A GRADE 2.
- ③ SUBGRADE-6" LIME TREATED SUBGRADE PER TXDOT SPEC 260 OF THE SPECIFICATIONS. BASED ON 5% BY UNIT WEIGHT OF 110#/CF.
- ④ INSTALL GEOGRID PER MANUFACTURER'S RECOMMENDATIONS. GEOGRID OVERLAP TO BE AS PER MANUFACTURER'S RECOMMENDATIONS, WITH A MINIMUM OF 1'. PINS OR STAPLES SHALL BE USED TO HOLD THE GEOGRID IN PLACE PRIOR TO FILL PLACEMENT.

CITY OF PORT LAVACA	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
BOND PROJECT	
ALAMO HEIGHTS	
TYPICAL ROADWAY SECTIONS PHASE 1 AND 2 STREETS	
CivilCorp ENGINEERS • SURVEYORS	
PROJECT NO.	SHEET NO.
REVISIONS	
NO.	

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

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

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

PROJECT: 2022-2023 Capital Improvement Projects consisting of the design and preparation of plans, bidding, limited construction administration services, and additional services provided herein for the construction of the following proposed projects:

Alamo Heights Phase 1 and 2 Street and Drainage Improvements

- Jackson St from Alcoa Dr to 5th St
- Leon Dr from Alcoa Dr to Seadrift St
- Justice Dr from Alcoa Dr to Seadrift St
- 7th St from Jackson St to Algee Dr
- 5th St from Jackson St to Algee Dr
- 3rd St from Jackson St to Algee Dr

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

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

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

Alamo Heights Phase 1 and 2 Street and Drainage Improvements - \$675,000

SECTION I - BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design Phase. ENGINEER shall:

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

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

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

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

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

1.3 Final Design Phase. ENGINEER shall

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

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

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

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

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

SECTION 2 – ADDITIONAL SERVICES

2.1 Bidding Phase. ENGINEER shall:

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

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

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

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

2.2 Construction Phase. ENGINEER shall:

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

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

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

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

2.2.5. Assist owner issue instructions to Contractor; issue necessary interpretations and

clarifications of the plans and specifications; prepare change orders as required; require special inspection or testing of the work; act as judge of the acceptability of the Contractor's work.

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

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

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

2.3 General.

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

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

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

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

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

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

2.3.6. Furnishing land surveys establishing boundaries and monuments, and related office computations and drafting.

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

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES OWNER shall:

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

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

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

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

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

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

SECTION 4 - PAYMENTS TO ENGINEER

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

4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered under Section 1, a total fee of **\$518,000.**

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

follows:

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

Standard Hourly Rate for Additional Services

Principal Engineer	\$ 190
Engineering Manager/Senior Engineer	\$ 175
Prof. Engineer	\$ 150
EIT	\$ 105
Graduate Engineer	\$ 100
Registered Surveyor	\$ 140
Design Technician	\$ 90
Senior Design Technician	\$ 95
CADD Operator	\$ 90
Senior Survey Technician	\$ 95
Survey Technician	\$ 90
Project Inspector	\$ 90
Clerical	\$ 65
Field Crew - 2 man	\$ 175
3 man	\$ 200

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

Overnight Expense/man — Actual Expenses \$

4.1.3. For Additional Expenses

Bidding as provided by Section 2.1	\$ 7,000
Construction as provided by Section 2.2	\$ 30,000
Land surveys as provided by Section 2.3.6 — 2.3.7	\$ (N/A unless wider esmt req)
Engineering surveys as provided by Section 2.3.5	\$ 120,000
Apply for permits as provided by Section 2.3.13, based on	
Hourly rates, expenses referenced in section 4.1.2.1	\$

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

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

4.2. Times of Payments

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

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

PERCENTAGE OF ENGINEER'S FEE FOR BASIC SERVICES	
PHASE	AMOUNT
Preliminary Design (% of Project complete up to 30%)	\$ 120,000
Final Design (% of Project complete up to 100%)	\$ 398,000
Total compensation for Basic Services shall be	\$ 518,000
Bidding Phase in Section 2.1	\$ 7,000
Construction in Section 2.2 inspection monitoring, completion & acceptance	\$ 30,000
Total fixed compensation for additional services in Section 2.3.5 (Design Survey), Shall be	\$ 120,000
Total estimated compensation for additional services In Section 2.3.1 and 2.3.13, if requested, shall be	\$
Total estimated compensation for additional services In Section 4.1.2.1 (reproduction and mileage), shall be	\$
Total Contract amount shall be	<u>\$ 675,000</u>

4.3. Other Provisions Concerning Payments.

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

4.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Salary Costs times a factor of 1.5 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all requested Additional Services and Reimbursable Expenses.

4.4. Definitions.

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

SECTION 5 – CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

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

5.2. Opinions of Cost.

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

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

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

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

5.2.2.3. If the OWNER does not solicit bids for the Project within six months after completion of the Final Design Phase, the established Construction Cost limit will not be

binding on ENGINEER, and OWNER shall consent to an adjustment in cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which bids are sought.

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

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

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

6.2. Ownership of Documents.

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

6.3. Controlling Law.

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

6.4. Successors and Assigns.

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

6.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates and subcontractors to assist it in the performance of services hereunder.

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

6.5. Independent Contractor.

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

6.6. Indemnity and Insurance.

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

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

During the term of this project and one year following its completion, ENGINEER shall maintain errors and omissions insurance in the amount of at least \$500,000 per occurrence and \$500,000 aggregate, and shall provide a copy of the insurance certificate to the CITY

MANAGER. The insurance certificate shall require the insurer to provide the OWNER with at least 30 days notice of cancellation or change in coverage.

This Agreement, together with referenced attachments, constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, _____.

OWNER:

City of Port Lavaca, Texas

Jack Whitlow, Mayor

PROFESSIONAL:

CivilCorp, LLC.



Randy Janak, Vice President – Victoria

(seal)

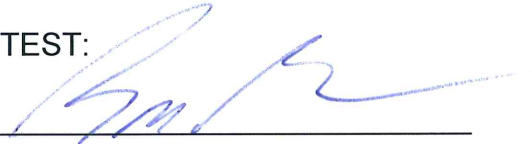
ATTEST:

City Secretary

FORM APPROVED:

City Attorney

ATTEST:



COMMUNICATION

SUBJECT: Consider Change Order No. 1 and authorize additional funding for the Community Development Block Grant-Disaster Relief (CDBG-DR) Phase 1 Project. Presenter is Jody Weaver

INFORMATION:



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: <u>City of Port Lavaca</u>	GLO Contract Number: <u>20-065-071-C198</u>	Date: <u>10/10/2022</u>
Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
CivilCorp 4611 E. Airline Rd., Ste 300 Victoria, Texas 77904 (361)-570-7500	City of Port Lavaca 202 North Virginia Port Lavaca, Texas 77979 (361) 552-9793	Lester Contracting, Inc. PO Box 986 Port Lavaca, Texas 77979 (361)-894-4794
Project #: <u> </u>	Bid Package #: <u> </u>	Change Order #: <u>1</u>
Contract Origination Date: <u> </u>		Project Description: <u> </u>

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
	Reduce amount of Item "Adjust Existing Manhole Ring & Cover to Grade" from 5 EA to 3 EA (unit cost is \$1,000.00 Each)	2000	
	Reduce amount of Item "Remove & Install New 2" Water Valve" from 1 EA to 0 EA (unit cost is \$715.00 Each)	715	
	Reduce amount of Item "Install 2" PVC SCH 40 Water Main, Including Bedding, CSS and Backfill, as directed by Engineer" from 600 LF to 0 LF (unit cost is	10200	
	Reduce amount of Item "Install 6" PVC C900 Water Main, Including Bedding, CSS and Backfill, as directed by Engineer" from 100 LF to 0 LF (unit cost is \$35.50 per	3550	
	Reduce amount of Item "Locate & Connect to Existing 2" Water Main W/2-45 Degree Bends, Including Plug on Main to be Abandoned, as Directed by Engineer" from 6 EA to 0 EA (unit cost is \$500.00 Each)	3000	
	Reduce amount of Item "Locate & Connect to Existing 6" Water Main W/2-45 Degree Bends, Including Plug on Main to be Abandoned, as Directed by Engineer" from 2 EA to 0 EA (unit cost is \$1300.00 Each)	2600	
	Reduce amount of Item "Short Water Service Adjustment/Lowering (Remove Existing Service Line and Install New Service Line to Meter and Install New Meter Box, New Tap, Plug Existing Tap Hole), as Directed by Engineer" from 16 EA to 4 EA (unit cost is \$1,100.00 Each)	13200	
	Increase amount of Item "Long Water Service Adjustment/Lowering (Remove Existing Service Line and Install New Service Line to Meter and Install New Meter Box, New Tap, Plug Existing Tap Hole), as Directed by Engineer" from 5 EA to 14 EA (unit cost is \$2,100.00 Each)		18900
	Add Item "3" Water Main Lowering at Storm Crossing, as Directed by Engineer" - 2 EA at Unit Cost of \$1,150.00		2300
	Reduce amount of Item "6" Water Main Lowering at Storm Crossing, as Directed by Engineer" from 2 EA to 1 EA (unit cost is \$1,950.00)	1950	
	Reduce amount of Item "Furnish and Install 6"x6" Tee, as Directed by Engineer" from 1 EA to 0 EA (unit cost is \$750.00)	750	
	Reduce amount of Item "Furnish and Install 6"x2" Tee, as Directed by Engineer" from 1 EA to 0 EA (unit cost is \$560.00)	560	

See sheet 2 to add additional entries

Change in Construction Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	\$2,168,200.05	Original Contract Time in Days:	420
Cumulative Previous Change Order(s) Total:	0	Net Change from Previous Change Order(s) in Days:	0
Contract Price Prior to this Change Order:	\$2,168,200.05	Contract Time Prior to this Change Order in Days:	420
Net Increase/Decrease of this Change Order:	-\$20,781.00	Net Increase/Decrease of this Change Order in Days:	0



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	\$2,147,419.05	Contract Time with All Approved Change Orders in Days:	420
Cumulative Percent Change in Contract Price (+/-):	-0.96%	Subrecipient Contract End Date:	
Construction Contract Start Date:	1/10/2022	Construction Contract End Date:	3/6/2023

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

*This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements

Subrecipient Signature	Engineer Signature	Contractor Signature
Jack Whitlow, Mayor	Randy Janak, Vice President	Trent Tagliabue, Vice President
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries?

☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work:

☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs:

☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid?

☐ Yes ☒ No

If "no", explain:

This is for a new item that was not in the original bid.

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?

☐ Yes ☒ No

If "yes", is an environmental assessment required?



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

-
- | | | | | |
|--|-------------------------------------|-----|--------------------------|----|
| 6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 7. Is the CCN permit still valid? (sewer projects only) | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 8. Are the disability access requirements/approval still valid (if applicable)? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 9. Are other Disaster Recovery contractual special condition clearances still valid? | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

COMMUNICATION

SUBJECT: Consider Resolution No. R-101022-1 of the City of Port Lavaca requesting that Golden Crescent Regional Planning Commission (GCRPC) amend the Method of Distribution of the Community Development Block Grant - Mitigation (CDBG-MIT) regional project funding .
Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-101022-1**A RESOLUTION OF THE CITY OF PORT LAVACA**

WHEREAS, The City of Port Lavaca is a member County of the Golden Crescent Regional Planning Commission (GCRPC), and

WHEREAS, The City of Port Lavaca is listed as a HUD–MID under the Community Development Block Grant – Mitigation, and

WHEREAS, The City of Port Lavaca has identified mitigation projects to address the current and future risks related to hurricanes, tropical storms and tropical depressions, and

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

THAT, this resolution by THE CITY OF PORT LAVACA asks the Golden Crescent Regional Planning Commission (GCRPC) to change the distribution method for the \$80.317M CDBG-MIT allocation. THE CITY OF PORT LAVACA requests the GCRPC to use the same rating factors and formula that were utilized under the Harvey CDBG-Disaster Recovery (DR) allocation, since it considered other important factors beyond population size, such as prior storm damage, resilient factors, social vulnerability and FEMA data. Additionally, the Harvey DR formula allows for a more regional approach to mitigation, making sure our coastal communities get enough funding to accomplish projects that will make a true difference, since they serve as a barrier and protector to the more inland areas. The Harvey DR formula also allows for a fairer approach towards distribution of the State MID funds, allowing for a better impact in smaller communities region wide.

On page 24 of the contract between the TXGLO and GCRPC it states under Project Description “Subrecipient shall allocate funds for mitigation projects to eligible entities that will address the current and future risks related to hurricanes, tropical storms and tropical depressions, and severe coastal and riverine flooding.” Hurricane Harvey and other tropical systems since then caused widespread street flooding in the City of Port Lavaca and significant erosion, particularly along the banks of our Harbor of Refuge, which, as the name suggests, is a city-owned harbor where local fisherman and other commercial vessels take refuge during hurricanes and other tropical storms. These mitigation dollars are planned to go toward projects to address these risks.

Passed and approved by the City Council of the City of Port Lavaca, Texas, on this the 10th day of October, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

Parameters of Harvey DR Method of Distribution

The formula included multiple factors to consider across the region
(Population, Unmet Need, FEMA IA Assistance, Social Vulnerability, Resiliency, Weighting).

The MIT formula population only, and weights for LMI population within that area. By adding in other factors you get a broader distribution of funds across the entire impacted region.

*This analysis takes the resulting percentages without using the raw data from the factors.

Every jurisdiction receives a slight increase using the Harvey formula with the exception of Victoria, making the region more resilient but still allocating the greatest sum to the most populated city. As stated many residents of Victoria work outside the County so would still benefit from more widespread mitigation efforts. The Harvey formula also allocates above the 51% required to HUD Most Impacted Areas.

Local Infrastructure Program Total Allocations				This is the formula we are advocating for	This is what is currently proposed by GCRPC	
				\$36,044,589.00	\$80,317,000.00	
		Harvey DR 4332 Allocation	% of Allocation	MIT Amount with Harvey DR formula	MIT % of Allocation with Current MOD	MIT Amount with Current Proposed MOD
1	Victoria County (Excluding City of Victoria)	\$ 3,515,651.00	9.75%	\$ 7,833,812.21	16.05%	\$12,891,500.00
2	City of Victoria	\$ 6,056,722.00	16.80%	\$13,495,999.10	50.77%	\$40,780,400.00
3	77979 Calhoun County (Excluding City of Port Lavaca)	\$ 3,740,301.00	10.38%	\$8,334,392.59	2.80%	\$2,248,900.00
4	City of Port Lavaca (77979)	\$ 5,113,395.00	14.19%	\$11,394,013.85	10.37%	\$8,332,800.00
	SubTOTAL HUD MID Allocation	\$ 18,426,069.00	51.12%	\$41,058,217.75	80.00%	\$64,253,600.00
5	Calhoun County (Excluding Zip 77979 Calhoun County, Point Comfort, and Seadrift)	\$ 2,196,247.00	6.09%	\$ 4,893,826.65	0.62%	\$500,000.00
6	City of Point Comfort	\$ 1,031,252.00	2.86%	\$ 2,297,905.71	0.62%	\$500,000.00
7	City of Seadrift	\$ 1,536,581.00	4.26%	\$ 3,423,914.09	0.62%	\$500,000.00
8	DeWitt County (Excluding City of Cuero, City of Yoakum, and City of Yorktown)	\$ 866,608.00	2.40%	\$ 1,931,034.77	0.62%	\$500,000.00
9	City of Cuero	\$ 1,426,977.00	3.96%	\$ 3,179,687.02	1.41%	\$1,135,400.00
10	City of Yoakum	\$ 1,416,383.00	3.93%	\$ 3,156,080.75	1.19%	\$956,400.00
11	City of Yorktown	\$ 793,105.00	2.20%	\$ 1,767,250.40	0.62%	\$500,000.00
12	City of Nordheim				0.62%	\$500,000.00
13	Goliad County (Excluding City of Goliad)	\$ 723,030.00	2.01%	\$ 1,611,104.53	0.86%	\$693,400.00
14	City of Goliad	\$ 477,108.00	1.32%	\$ 1,063,124.43	0.62%	\$500,000.00
15	Gonzales County (Excluding City of Gonzales, City of Nixon, City of Smiley, and City of)	\$ 903,466.00	2.51%	\$ 2,013,164.27	1.35%	\$1,084,300.00
16	City of Gonzales	\$ 852,300.00	2.36%	\$ 1,899,152.72	1.65%	\$1,327,800.00
17	City of Nixon	\$ 671,903.00	1.86%	\$ 1,497,179.87	0.62%	\$500,000.00
18	City of Smiley	\$ 595,907.00	1.65%	\$ 1,327,840.43	0.62%	\$500,000.00
19	City of Waelder	\$ 623,785.00	1.73%	\$ 1,389,960.08	0.62%	\$500,000.00
20	Jackson County (Excluding City of Edna, City of Ganado, and City of La Ward)	\$ 840,270.00	2.33%	\$ 1,872,346.65	0.95%	\$764,300.00
21	City of Edna	\$ 730,897.00	2.03%	\$ 1,628,634.31	1.11%	\$892,200.00
22	City of Ganado	\$ 418,493.00	1.16%	\$ 932,514.51	0.62%	\$500,000.00
23	City of La Ward	\$ 297,827.00	0.83%	\$ 663,638.34	0.62%	\$500,000.00
24	Lavaca County (Excluding City of Hallettsville, City of Moulton, and City of Shiner)	\$ 400,454.00	1.11%	\$ 892,318.79	2.13%	\$1,709,600.00
25	City of Hallettsville	\$ 279,939.00	0.78%	\$ 623,779.08	0.62%	\$500,000.00
26	City of Moulton	\$ 263,295.00	0.73%	\$ 586,691.79	0.62%	\$500,000.00
27	City of Shiner	\$ 272,693.00	0.76%	\$ 607,633.05	0.62%	\$500,000.00
	SubTotal of State MID Amount	\$ 17,618,520.00	48.88%	\$ 39,258,782	19.95%	\$ 16,063,400
		\$ 36,044,589.00	100%	\$ 80,317,000.00	100%	\$ 80,317,000.00

COMMUNICATION

SUBJECT: Consider Resolution No. R-101022-2 of the City of Port Lavaca to nominate someone to fill the unexpired term of Bill Swope on the Calhoun County Appraisal District(CCAD) Board. Presenter is Jody Weaver

INFORMATION:

CALHOUN COUNTY APPRAISAL DISTRICT

426 West Main Street * P.O. Box 49
Port Lavaca, Texas 77979
Appraisal: (361) 552-8808
Collections: (361) 552-4560
Fax: (361) 552-4787
Website: www.calhouncad.org



Board of Directors

William Bauer, Vice Chairman
Jessie Rodriguez, Secretary
Vern Lyssy, Board Member
Kevin Hill, Board Member

Chief Appraiser

Jesse W. Hubbell

Section VIII. Item #11.

9/20/2022

To : The Governing Bodies of the County of Calhoun, the Calhoun County Independent School District, the Cities of Port Lavaca, Point Comfort and Seadrift

From: The Board of Directors of the Calhoun County Appraisal District

Re: Board Member Nomination

Due to the untimely passing of our chairman, Mr. Bill Swope, we are requesting nominations to fill the unexpired portion of his term which ends December 31, 2023. Please submit your nomination by resolution to the Chief Appraiser, Mr. Jesse W. Hubbell, within 45 days of this notification.

Texas Property Tax Code

Sec 6.03(1) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

Qualifications: Texas Property Tax Code

Section 6.03(a). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing

individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

Should you have any questions or concerns please contact Mr. Hubbell.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessie Rodriguez", with a stylized, cursive script.

Jessie Rodriguez
Board Secretary

RESOLUTION NO. R-101022-2

Calhoun County Independent School District
(TAXING UNIT NAME)

FOR THE
NOMINATION OF CANDIDATE FOR THE BOARD OF DIRECTORS
OF THE
CALHOUN COUNTY APPRAISAL DISTRICT
2022-2023 UNEXPIRED TERM

WHEREAS, the untimely passing of the chairman for the Board of Directors of the Calhoun County Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2022 through December 31, 2023; and

WHEREAS, City of Port Lavaca is a taxing unit entitled to nominate candidates to the Calhoun County Appraisal District Board of Directors, if so desired.

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

The following individual is nominated and submitted as exhibited in the attached list to the Calhoun County Appraisal District for election to fulfill the unexpired term of the Calhoun County Appraisal District Board of Directors.

PASSED AND APPROVED by City Council in Port Lavaca, Texas, on this the 10th day of October, 2022.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor

OFFICIAL NOMINATION FOR THE
CALHOUN COUNTY BOARD OF DIRECTORS
2022-2023 UNEXPIRED TERM

TAXING UNIT: Calhoun County ISD

NOMINEE

1.) _____

Current Board Members:

William H. Bauer Jr.

Jessie Rodriguez

Kevin Hill

Vern Lyssy

COMMUNICATION

SUBJECT: Consider award of Maintenance Mowing contract(s) for 2022-2023 fiscal year (FY). Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: October 10, 2022 **AGENDA ITEM** _____

DATE: 10/06/2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Bid award for the MAINTENANCE MOWING OF VARIOUS

Background:

We recently advertised for bids in the Port Lavaca Wave for MAINTENANCE MOWING OF VARIOUS AREAS for FY 2022-23. In addition to the Wave advertisement, we posted the notice on the website as well as sent emails to known mowing contractors in the area. A copy of the Scope of Work is attached.

Bids were opened on October 4. We received 3 bids. A Bid Tabulation is attached.

Recommendation:

We recommend three (3) contracts be awarded from this solicitation as follows:

- Marvelous Gardens: Scope of Services A.1 thru A.6 for a total of \$51,600.00
- P&W Tree Trimming: Scope of Services B, E, G thru J for a total of \$33,150.00
- Mauer Shredding: Scope of Services C, D, F for a total of \$3,300.00

These awards are split between the Street Department (\$58,850.00) and Parks department (\$29,200.00) as shown on the bid tabulation form. The total of all three contracts is \$88,050.00 and is available using budgeted contracted services in Streets and Parks.

Attachments:

- Bid Tabulation
- Scope of Services including aerial photographs of various areas to be mowed

CITY OF PORT LAVACA MAINTENANCE MOWING OF VARIOUS PUBLIC AREAS**BID DATE: OCTOBER 4, 2022 2:30 PM**

All mowing bids are to include manhours necessary to remove trash prior to and during mowing service and properly dispose of trash to provide a neat clean appearance to the completed job.

BID	DESCRIPTION	EST QTY	UNIT	MAUER SHREDDING SERVICE		P&W TREE TRIMMING		MARVELOUS GARDENS		LOW BIDDER	AWARD AMT STREETS	AWARD AMT PARKS
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION			
A - SH 35 Median areas	1	Shred/Finish Mow/trim SH 35 Median within the City Limits , as shown	10	EA	\$ 840.00	\$ 8,400.00	\$ -	\$ -	\$ 3,000.00	\$ 30,000.00		
	2	Finish mow/trim at SH 35 median crossovers - 26 locations, as shown.	20	EA	\$ 2,400.00	\$ 48,000.00	\$ -	\$ -	\$ 585.00	\$ 11,700.00		
	3	Finish mow/trim SH 35 ROW at SW intersection of SH 35 and US 87 as shown	20	EA	\$ 60.00	\$ 1,200.00	\$ -	\$ -	\$ 150.00	\$ 3,000.00		
	4	Finish mow/trim SH 35 ROW at SE intersection of SH 35 and US 87 at Welcome sign as shown	20	EA	\$ 50.00	\$ 1,000.00	\$ -	\$ -	\$ 125.00	\$ 2,500.00		
	5	Finish Mow/Trim Triangular area at SW intersection of SH 35 and Half League Road, as shown	20	EA	\$ 60.00	\$ 1,200.00	\$ -	\$ -	\$ 125.00	\$ 2,500.00		
	6	Finish Mow/Trim island within Travis Street on N. side of SH 35, as shown	20	EA	\$ 40.00	\$ 800.00	\$ -	\$ -	\$ 95.00	\$ 1,900.00		
A	Total for Bid Item A				\$ 60,600.00		\$ -		\$ 51,600.00	MG	\$ 51,600.00	
B	Shred/Finish mow/trim curb Clement Cove Upland (Area B)	20	EA	\$ 315.00	\$ 6,300.00	\$ 180.00	\$ 3,600.00	\$ 220.00	\$ 4,400.00	P&W		\$ 3,600.00
C	Finish mow/trim out 0.5 ac lot on Brookhollow Dr. at Holiday Land (Area C)	20	EA	\$ 55.00	\$ 1,100.00	\$ 75.00	\$ 1,500.00	\$ 125.00	\$ 2,500.00	MAUER		\$ 1,100.00
D	Finish mow/trim out 0.8 ac lot at the corner of Newlin St. & Commerce St. (Area D)	20	EA	\$ 35.00	\$ 700.00	\$ 85.00	\$ 1,700.00	\$ 125.00	\$ 2,500.00	MAUER		\$ 700.00
E	Finish mow/trim out between the railroad tracks and trim the curb on Main St; 2600 LF +/- (Area E)	20	EA	\$ 460.00	\$ 9,200.00	\$ 200.00	\$ 4,000.00	\$ 325.00	\$ 6,500.00	P&W	\$ 4,000.00	
F	Finish mow/trim out 0.5 ac tract at NE intersection of Half League and Main St. (Area #5)	20	EA	\$ 75.00	\$ 1,500.00	\$ 125.00	\$ 2,500.00	\$ 165.00	\$ 3,300.00	MAUER	\$ 1,500.00	
G	Finish mow/trim out at City Park (Area #6)	40	EA	\$ 425.00	\$ 17,000.00	\$ 350.00	\$ 14,000.00	\$ 625.00	\$ 25,000.00	P&W		\$ 14,000.00
H	Finish mow/trim out George Admas Park (Area #7)	40	EA	\$ 266.00	\$ 10,640.00	\$ 200.00	\$ 8,000.00	\$ 225.00	\$ 9,000.00	P&W		\$ 8,000.00

BID	DESCRIPTION	EST QTY	UNIT	MAUER SHREDDING SERVICE		P&W TREE TRIMMING		MARVELOUS GARDENS		LOW BIDDER	AWARD AMT STREETS	AWARD AMT PARKS
I	Shred/Finish mow Barton ditch between Sandcrab Blvd AND to a point approximately 350 ft northeast of the SH 35 bridge	10	EA	\$ 200.00	\$ 2,000.00	\$ 175.00	\$ 1,750.00	\$ 300.00	\$ 3,000.00	P&W	\$ 1,750.00	
J	Trim Palm Trees and haul trimmings to City Brush pile 1x within the year	30	TREES		\$ 3,450.00	\$ 60.00	\$ 1,800.00	\$ 65.00	\$ 1,950.00	P&W		\$ 1,800.00
IF BIDDER HAS SUBMITTED A BID FOR ALL BID ITEMS A THRU J AND A SINGLE CONTRACT WERE TO BE AWARDED FOR ALL BID ITEMS A THRU J, THEN THE DOLLAR AMOUNT SHOWN HERE IS TO BE DEDUCTED FROM THE SUM OF THE INDIVIDUAL BID ITEMS AS THE FULL CONTRACT AWARD. 00300- 3 OF 3 (Addndum No. 1)				\$ 2,000.00		\$ -		\$ 15,892.50				
	IF ALL BID ITEMS A - THRU J WERE AWARDED IN SINGLE CONTRACT			\$ 110,490.00				\$ 93,857.50				
Note: Extension amounts are shown in italics when an incorrect mulitplication was shown on the bid form.									TOTAL AWARDS A-J		\$ 58,850.00	\$ 29,200.00

\$ 88,050.00

RECOMMENDED AWARDS:

MAUER SHREDDING: C, D, F \$ 3,300.00

P&W TREE TRIMMING B, E, G, H, I, J \$ 33,150.00

MARVELOUS GARDENS A \$ 51,600.00

\$ 88,050.00

City of Port Neches
MAINTENANCE MOWING OF
VARIOUS PUBLIC AREAS
SECTION 01010

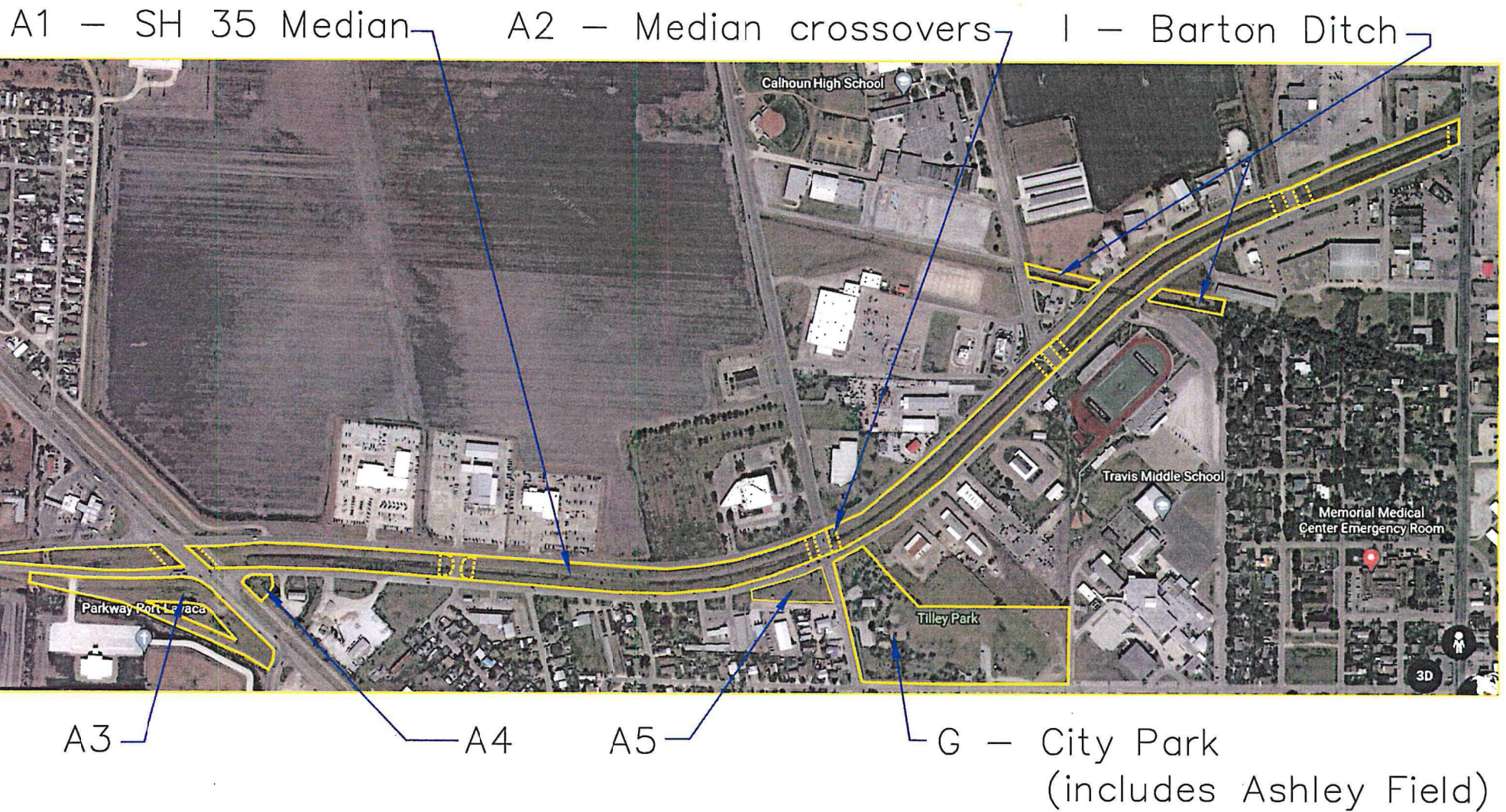
SUMMARY OF WORK

1.0 GENERAL

- 1.1 Work under this contract consists of providing full-service maintenance mowing for the designated areas. Mowing of areas to be serviced 20 times a year shall generally be performed twice in the months of March through October and once in the months of November through February. Mowing of parks shown to be 40 times a year shall generally be performed weekly in the months of March through October and twice a month during November through February. These general schedules are subject to change depending on weather and rate of grass growth. The contractor shall coordinate the schedule with the Director of Development Services.
- 1.2 Contractor shall edge and trim out all curbs, culverts, along railroad tracks, signposts, sidewalks, fire hydrants, etc. associated with the designated area. All trees and shrubs will be mowed and trimmed around and/or controlled with herbicide. 10 days following an herbicide application all dead grass will be mowed and trimmed around and trimmed out.
- 1.3 "Finish mow" is understood to mean the contractor shall use finish mowers to maintain a manicured look.
- 1.4 Contractor shall make every reasonable effort to remove all trash/litter prior to and during the mowing operations in order to provide a neat clean appearance to the completed job. Trash pickup/disposal prior to and during mowing operations shall be included in the cost for mowing services. Trash pickup/disposal shall include removal and bagging of all trash/litter and other debris. Bags of trash are to be delivered to the City Public Works Yard for disposal. Fallen and trimmed limbs and brush in the Parks shall be gathered and piled for removal by City.
- 1.5 Trimmings from Palm Trees are to be taken to the City's brush pile at the Harbor of Refuge.
- 1.5 Contractor's use of premises:
 - A. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
 - B. Contractor shall limit his operations to within the designated City right-of-ways and property. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
 - C. Contractor shall take all precautions as necessary to protect the public during the mowing operations.
 - D. Contractor shall be responsible for traffic control and traffic control devices around the work areas as may be applicable. All traffic control measures shall be in accordance with the recommendations and standards of the Texas Highway Department.

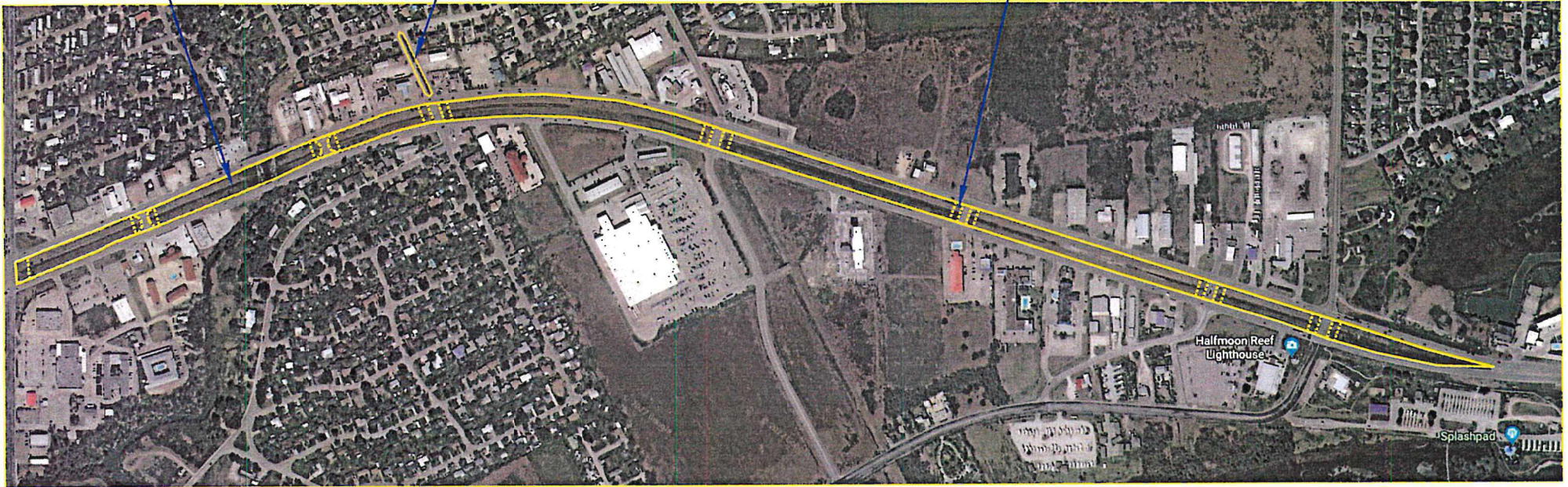
MAINTENANCE MOWING OF
VARIOUS PUBLIC AREAS
SECTION 01010

- 1.6 It is the Contractor's responsibility to protect the City's right-of-way and all private property against damage by the mowing process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the mowing operations, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the Director of Development Services.
- 1.7 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.
- 1.8 Tax Exemptions: The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.

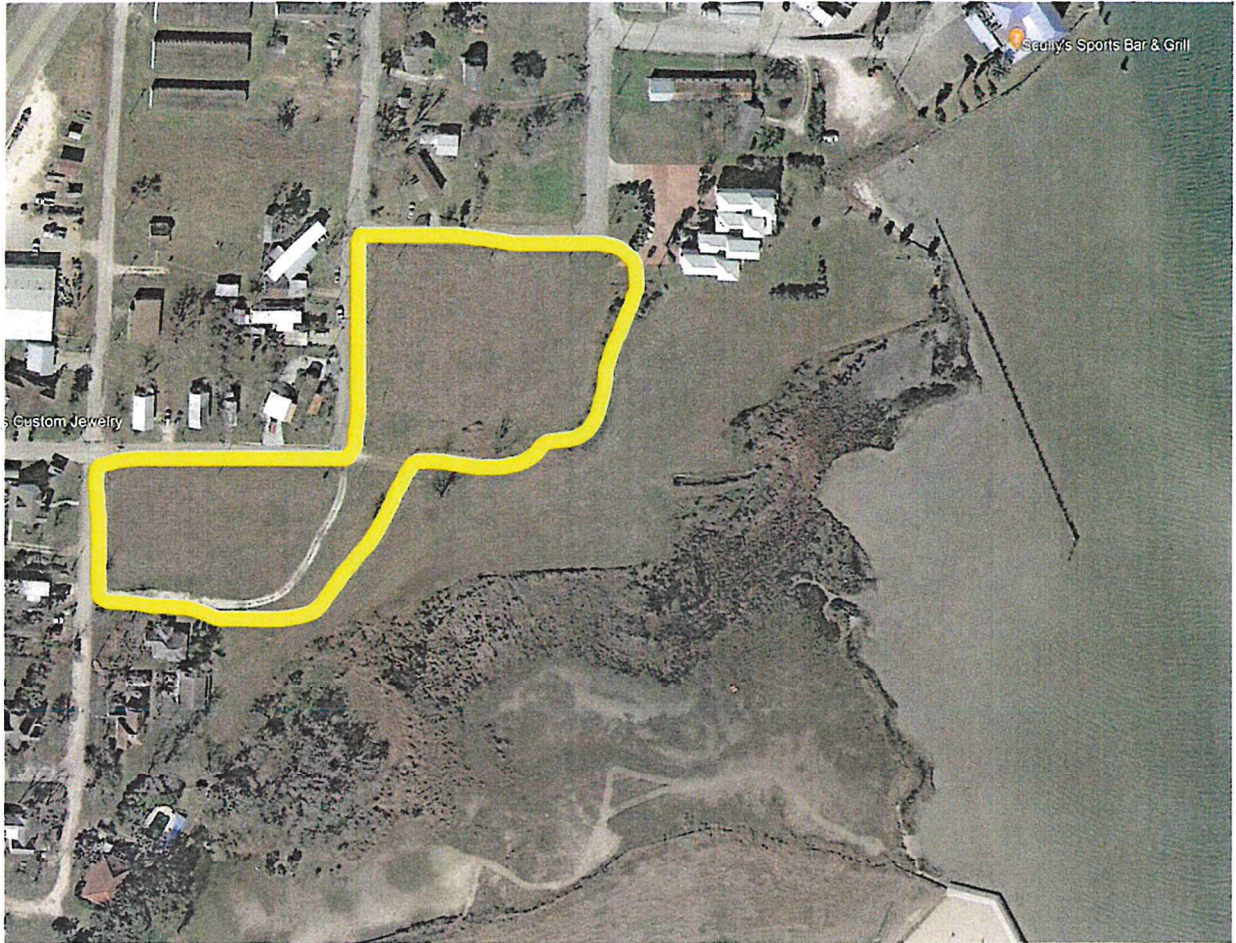


Highway 35 west of Virginia St.

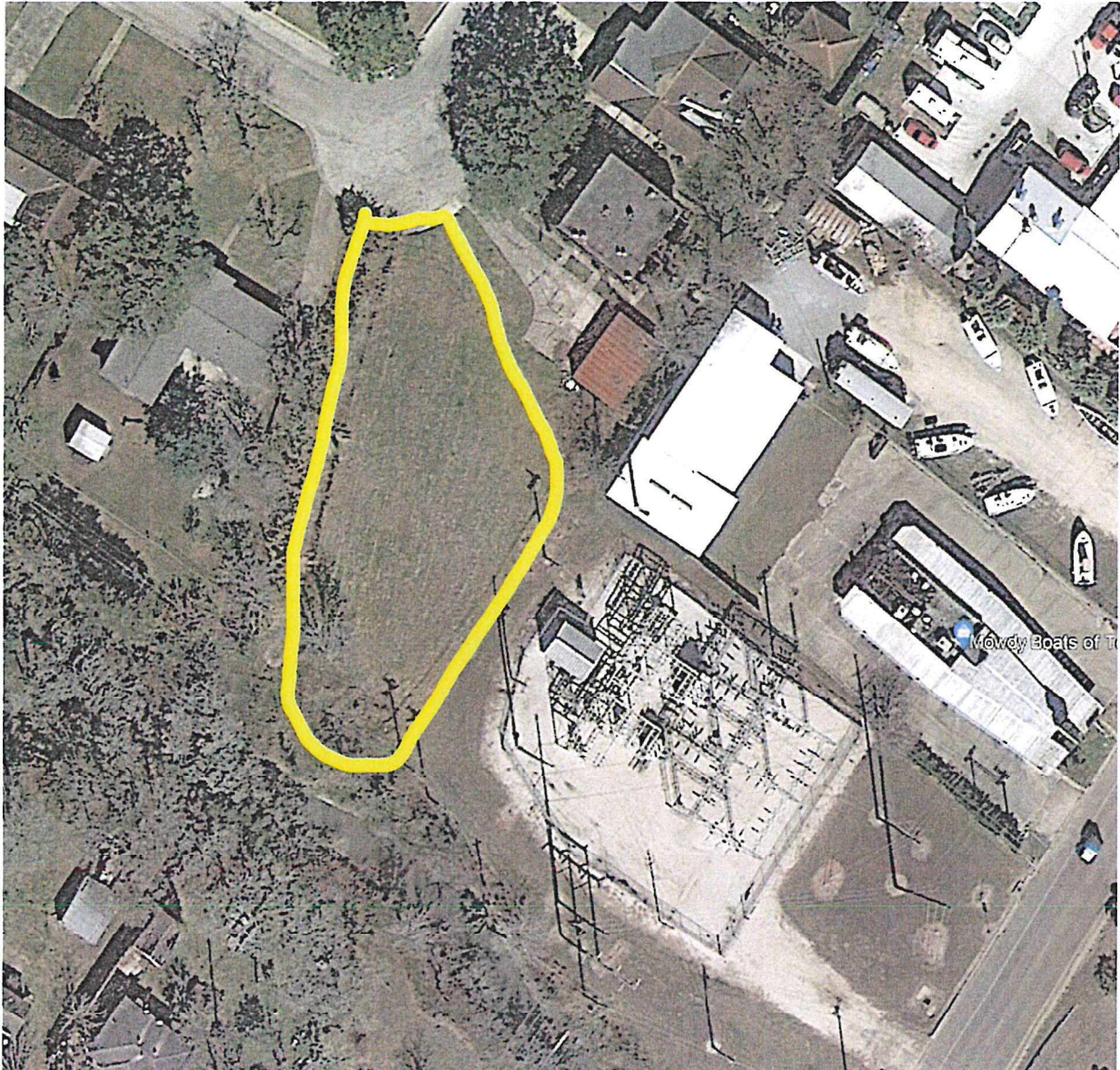
A1 — SH 35 Median A6—Travis St. median A2 — Median crossovers



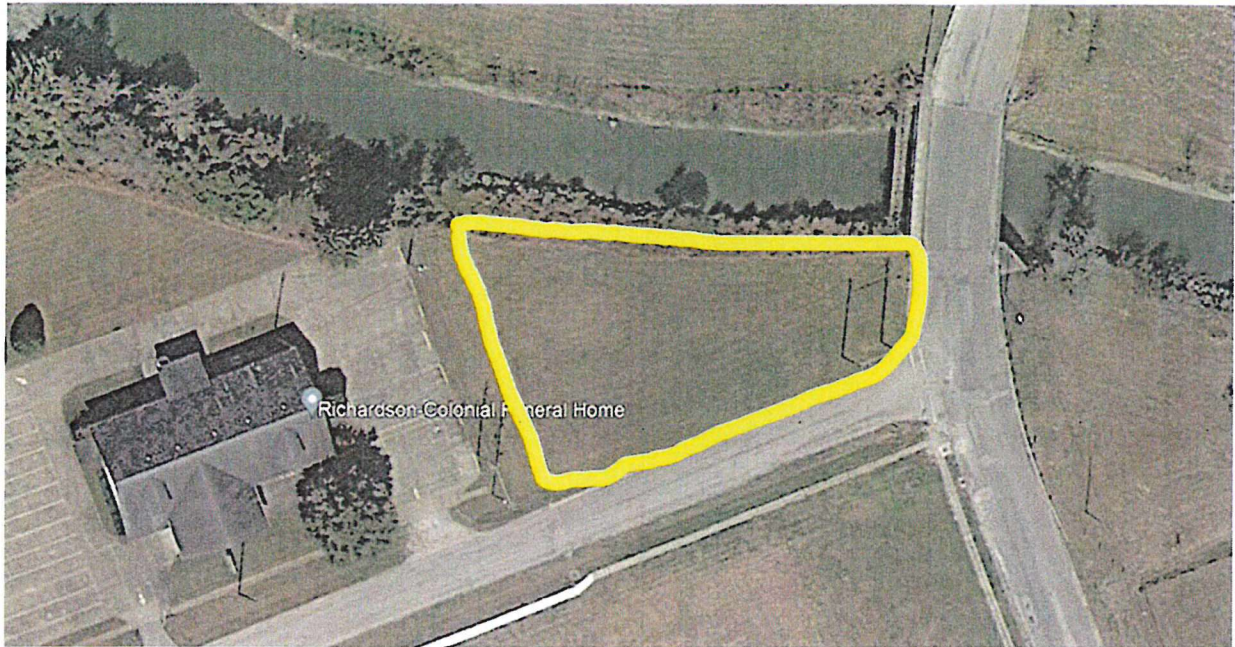
Highway 35 east of Virginia St.



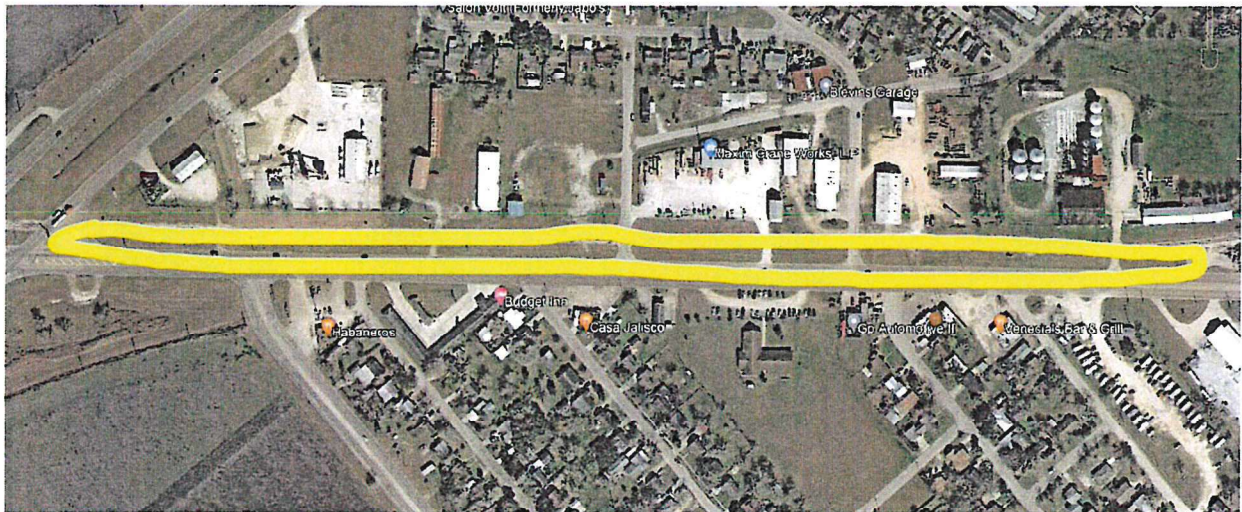
Clement Cove Upland (Randle/E. Wilson/Bay St./George St.) Area B



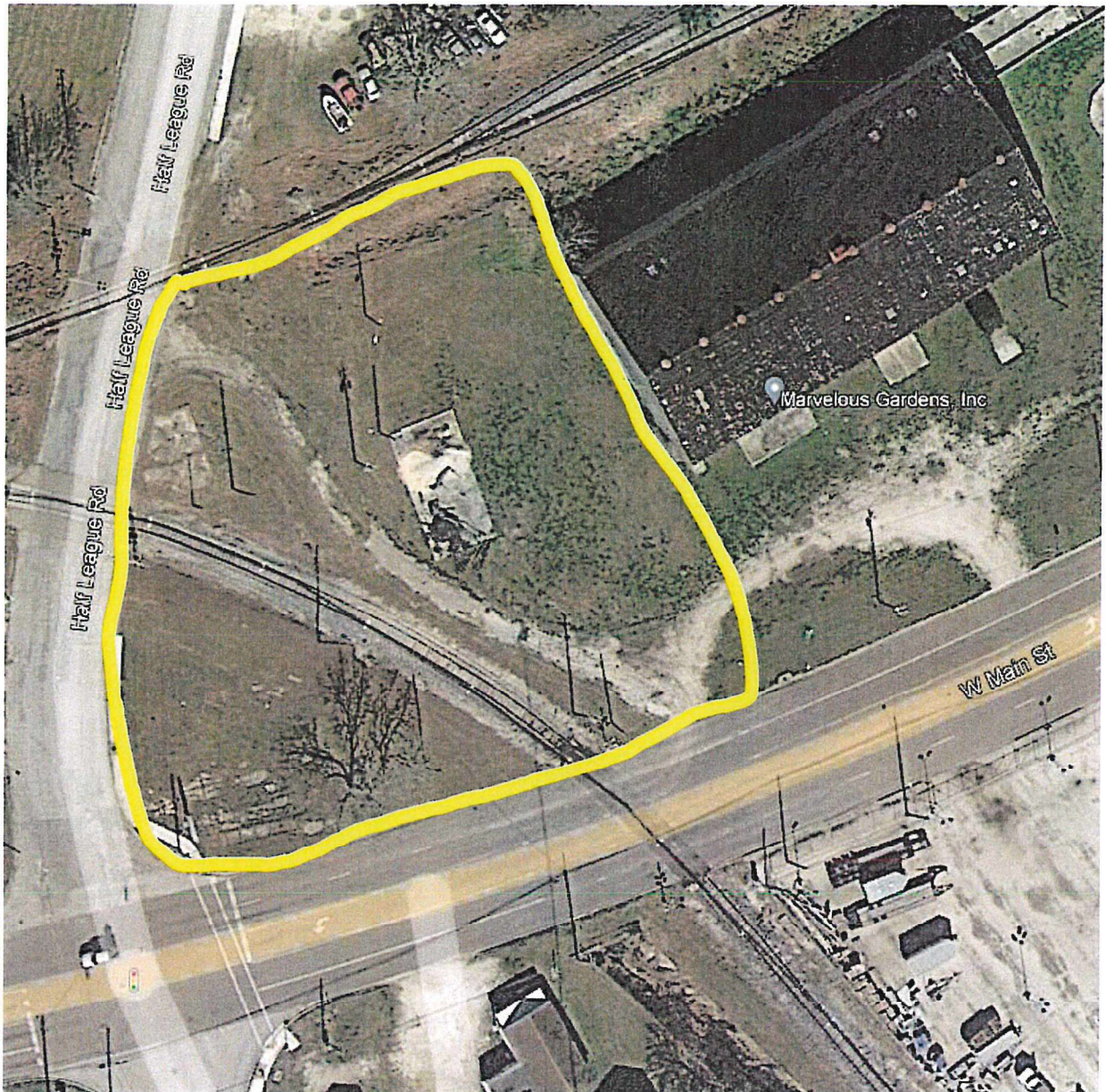
Lot at Brookhollow and Holiday Lane Area C



Newlin and Commerce – Area D



Main Street between curb and railroad tracks – Area E

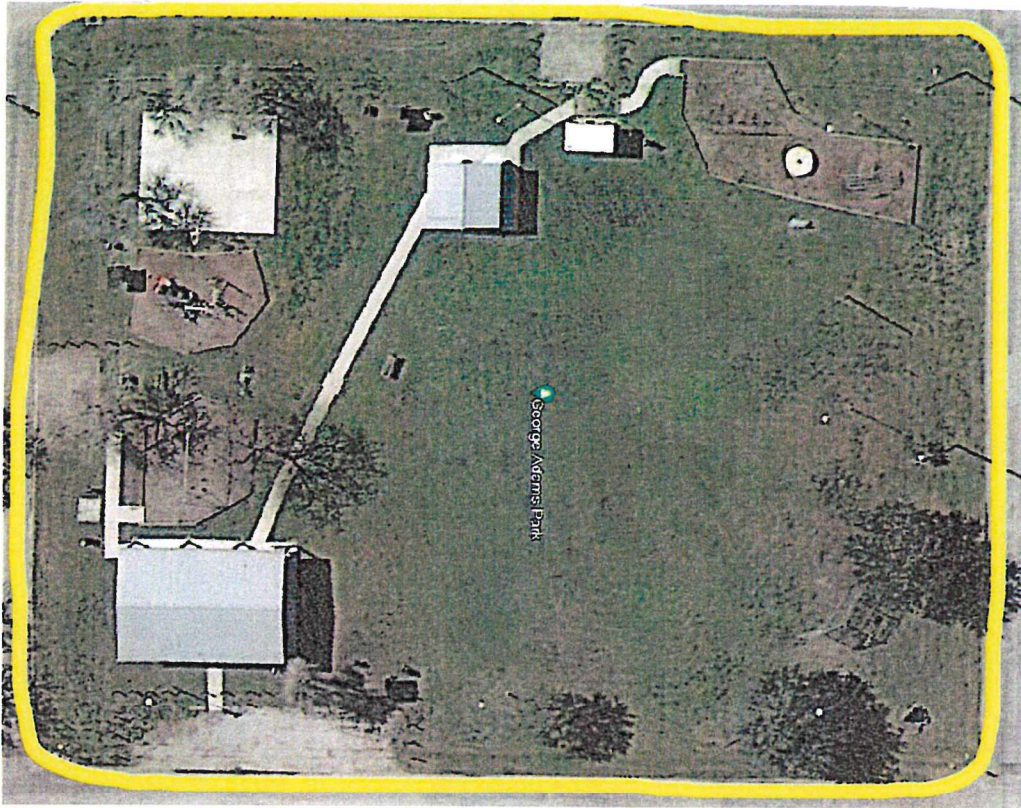


Half League and Main Street Area F

SAN Antonio St.

Section VIII. Item #12.

M.L.K.



Center St.

George Adams Park – Area H

Bcnavides St.

COMMUNICATION

SUBJECT: Consider award of construction bids for Skate Park improvements at Wilson Sports Complex. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: OCTOBER 10, 2022

AGENDA ITEM __

DATE: 10.02.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER;
WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: Skate Park improvement projects at Wilson park

BACKGROUND:

- 1) There is \$140,000 budgeted in Parks this year for Wilson Park improvements. We recently advertised for bids for the following scope of work approved by the Parks Board, which is shown on the attached Site Plan and Bid Form: (The engineer's estimate for the project scope was \$145,000)
 - Phase 1 of additional parking (11 spaces + 1 ADA space)
 - Sidewalks: from Seadrift St to skate surface; from existing parking lot to new phase 1 parking and to Seadrift St; from new parking to skate surface
 - 2 storm sewer inlets and pipes to provide drainage
 - Aluminum fencing along the right-of-way line of Seadrift Street
 - Domed wood posts to control where cars can travel over the grassed open area from the entrance road

A bid tabulation is attached detailing the 3 bids we received on September 27. The apparent low bidder is Sylva Construction with a bid of \$181,220.60.

- 2) We contacted Musco Lighting, who specializes in sports lighting and provided the existing lights at Wilson Park. They analyzed the skate surface and considered the potential future expansion and provided the attached design and Buyboard quote to light the skate park surface with between 14 min. and 35 max foot candles (see attached sketches). Their quote is \$70,732.00

FINANCIAL IMPACT:

The total cost to complete both the lighting and the parking improvements is \$181,220.60 + \$70,732.00 = \$251,952.60, which would require a budget amendment to fund \$111,952.60 from general fund reserves.

RECOMMENDATION:

So far, we have had steady use and care of the park. This phase 1 additional parking scope will provide further structure to and improve the appearance of the park. With the addition of LED lights, the park can be used after dark in conjunction with soccer games and ball games and we will have the opportunity to look into perhaps some skateboarding events to bring people in from out of town. The Park is open until 11 pm. The lights are able to be operated easily remotely and can be programmed to turn on at dusk and off at 11 pm – or any other times we choose. The lights should also help deter vandalism.

Understanding that the cost of construction continues to rise, we would like to see the parking and sidewalk improvements constructed now, adding \$41,220.60 from general fund reserves. Last year when we were thinking about a scope for the \$140,000, we had hoped to provide some lighting as well, but we quickly learned that the level of lighting recommended for a skatepark was more expensive than we were originally thought. Knowing that these

same lights will be more expensive next year, we would like to utilize \$70,732.00 of general fund reserves and go ahead purchase these lights now as well.

ATTACHMENTS:

- Site plan for Skate Park parking improvements
- Bid Tabulation
- Musco design
- Musco Buy Board quote

CITY OF PORT LAVACA						
SKATE PARK PARKING LOT IMPROVEMENTS BID FORM						
BID DATE: SEPTEMBER 27, 2022 2:00 PM						
ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT	TOTAL PRICE		
				K-C Lease Service, LLC	Lester Contracting, Inc.	Sylva Construction, LLC
GENERAL						
1.	Mobilization, Insurance and Bonds (Maximum 5% of Base Bid)	1	LS	\$ 29,000.00	\$ 9,500.00	\$ 8,629.50
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 3,000.00	\$ 1,050.00	\$ 2,400.00
3.	Construction Staking	1	LS	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
4.	Storm Water Pollution Prevention Plan (Prepare, Implement and Maintain Storm Water Plan and Controls)	1	LS	\$ 2,000.00	\$ 2,500.00	\$ 3,200.00
SUBTOTAL GENERAL				\$ 36,000.00	\$ 18,050.00	\$ 19,229.50
STORM SEWER IMPROVEMENTS						
5.	Grate Inlet (24" x 24")	3	EA	\$ 12,000.00	\$ 8,700.00	\$ 8,763.00
6.	Furnish & Install Storm Sewer Main (12") (0' - 5' Cut)	77	LF	\$ 19,250.00	\$ 2,772.00	\$ 5,289.90
7.	Grouted Storm Sewer Connection	1	EA	\$ 2,000.00	\$ 600.00	\$ 340.00
SUBTOTAL STORM SEWER IMPROVEMENTS				\$ 33,250.00	\$ 12,072.00	\$ 14,392.90

PAVING IMPROVEMENTS				K-C	Lester	Sylva
8.	Concrete Sidewalk	3,085	SF	\$ 37,020.00	\$ 31,621.25	\$ 26,685.25
9.	Site Grading	1	LS	\$ 50,000.00	\$ 6,500.00	\$ 2,400.00
10.	Lime Stabilized Subgrade (6")	910	SY	\$ 39,130.00	\$ 9,555.00	\$ 13,468.00
11.	Lime	15	Ton	\$ 5,925.00	\$ 4,200.00	\$ 5,193.75
12.	Limestone Base (8")	910	SY	\$ 54,600.00	\$ 30,030.00	\$ 28,392.00
13.	Prime Coat	910	SY	\$ 4,550.00	\$ 4,049.50	\$ 3,203.20
14.	Single Course Seal Coat	910	SY	\$ 9,100.00	\$ 14,560.00	\$ 11,557.00
15.	Hot Mix Paving	910	SY	\$ 36,400.00	\$ 30,712.50	\$ 24,506.30
SUBTOTAL PAVING IMPROVEMENTS				\$ 236,725.00	\$ 131,228.25	\$ 115,405.50
MISCELLANEOUS IMPROVEMENTS						
16.	Domed Timber Post (6' - 3")	83	EA	\$ 20,750.00	\$ 11,620.00	\$ 11,595.10
17.	Precast Concrete Wheel Stop	12	EA	\$ 3,600.00	\$ 1,440.00	\$ 1,347.60
18.	Pavement Markings (Permanent) (4" White) (Sherwin Williams SetFast Acrylic Traffic Marking Paint)	510	LF	\$ 1,275.00	\$ 1,530.00	\$ 1,096.50
19.	Pavement Markings (Permanent) (International Disable Symbol) (Sherwin Williams SetFast Acrylic Traffic Marking Paint)	1	EA	\$ 200.00	\$ 650.00	\$ 85.00
20.	Accessible Parking Sign Installation (Permanent) (Measured Per Post)	1	EA	\$ 1,000.00	\$ 450.00	\$ 586.00
21.	Aluminum Fence (48", 3 rail, aluminum)	225	LF	\$ 20,250.00	\$ 14,062.50	\$ 17,482.50
SUBTOTAL MISCELLANEOUS IMPROVEMENTS				\$ 47,075.00	\$ 29,752.50	\$ 32,192.70
TOTAL BASE BID				\$ 353,050.00	\$ 191,102.75	\$ 181,220.60

calendar days
Bid Bond

120 days
✓

120 days
✓

110 days
✓

Wilson Park Youth Football And Skate Park
Port Lavaca,TX

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1	40'	40'	2	TLC-LED-400	0.80 kW	A
		40'	1	TLC-LED-600	0.58 kW	A
P2	40'	40'	1	TLC-LED-400	0.40 kW	A
		40'	1	TLC-LED-600	0.58 kW	A
P3	40'	40'	2	TLC-LED-600	1.16 kW	A
3			7		3.52 kW	

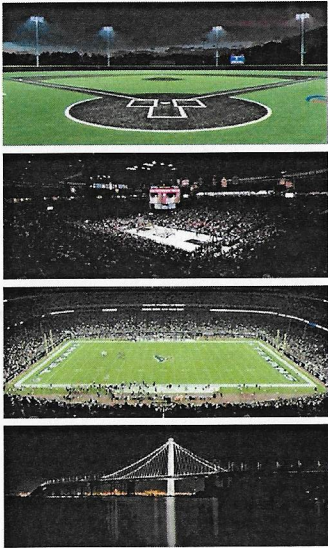
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Skate Park	3.52 kW	7

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-400	LED 5700K - 75 CRI	400W	46,500	>120,000	>120,000	>120,000	3
TLC-LED-600	LED 5700K - 75 CRI	580W	66,600	>120,000	>120,000	>120,000	4

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Blanket Grid	Horizontal	7.63	0	36	10235.02		A	7
Skate Park	Horizontal	26.6	14	35	2.50	1.90	A	7
Skate Park	Perpendicular	26.6	14	35	2.50	1.90	A	7

From Hometown to Professional



EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
1	P1	40'	-	40'	TLC-LED-600	1	1	0	
				40'	TLC-LED-400	1/1*	2	0	
1	P2	40'	-	40'	TLC-LED-600	1	1	0	
				40'	TLC-LED-400	1	1	0	
1	P3	40'	-	40'	TLC-LED-600	2	2	0	
3	TOTALS					7	7	0	

* This structure utilizes a back-to-back mounting configuration

Wilson Park Youth Football And Skate Park
Port Lavaca, TX

GRID SUMMARY	
Name:	Skate Park
Size:	0' x 0'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	26.60
Maximum:	35
Minimum:	14
Avg / Min:	1.88
Max / Min:	2.50
UG (adjacent pts):	1.73
CU:	0.58
No. of Points:	84
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	7
Total Load:	3.52 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

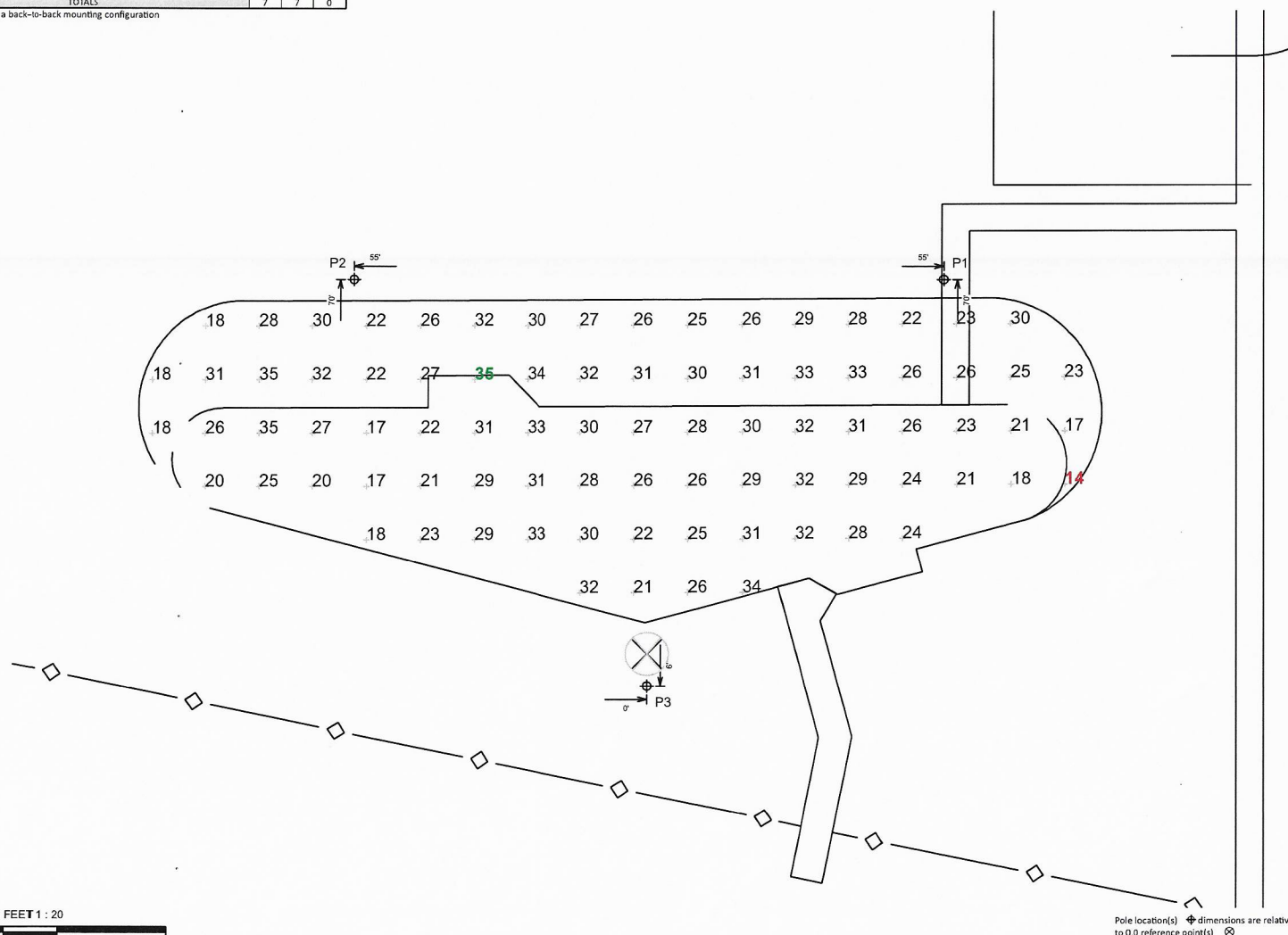
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



SCALE IN FEET 1" = 20'

ENGINEERED DESIGN By: Ethan Arnold · File #221336C · 29-Sep-22

Wilson Park Youth Football And Skate Park
Port Lavaca, TX

GRID SUMMARY

Name: Blanket Grid
Size: 0' x 0'
Spacing: 10.0' x 10.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOT CANDLES

Entire Grid

Scan Average: 7.63
Maximum: 36
Minimum: 0
Avg / Min: 2181.22
Max / Min: 10235.02
UG (adjacent pts): 6.58
CU: 0.99
No. of Points: 504

LUMINAIRE INFORMATION

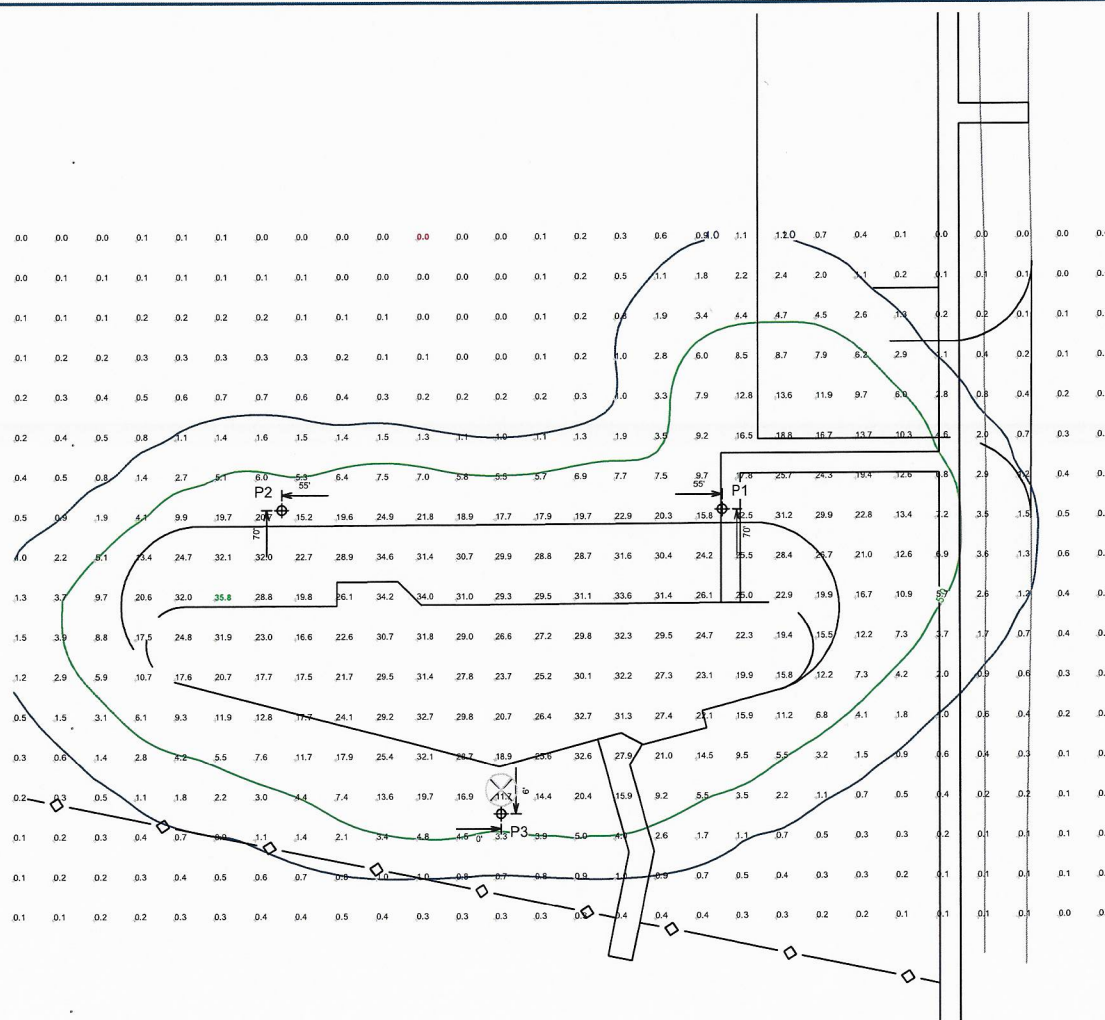
Applied Circuits: A
No. of Luminaires: 7
Total Load: 3.52 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

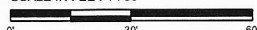
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: Contour lines indicate cutoff of horizontal light at 5.0 and 1.0 fc

SCALE IN FEET 1 : 30



ENGINEERED DESIGN By: Ethan Arnold · File #221336C · 29-Sep-22

Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Wilson Park Youth Football And Skate Park
Port Lavaca, TX

EQUIPMENT LAYOUT

INCLUDES:

Skate Park

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

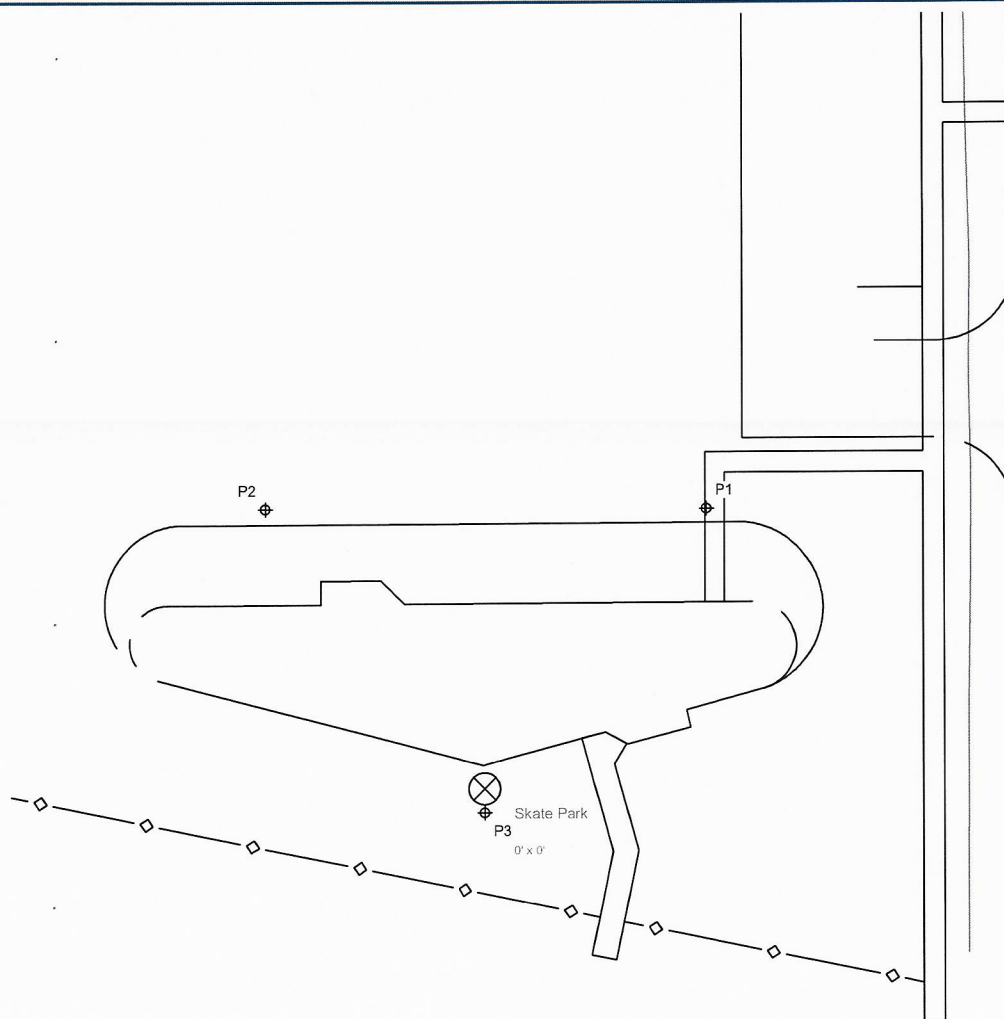
EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		MOUNTING HEIGHT	Luminaires		QTY / POLE
		SIZE	GRADE ELEVATION		TYPE		
1	P1	40'	-	40'	TLC-LED-600		1
1	P2	40'	-	40'	TLC-LED-600		1
1	P3	40'	-	40'	TLC-LED-400		1
3	TOTALS						2

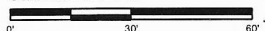
* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (50 min power factor)	Line Amperage Per Luminaire (max draw)							
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)	
Single Phase Voltage	2.3	2.2	2.0	1.7	1.4	1.3	1.0	
TLC-LED-400	3.4	3.2	3.0	2.6	2.0	1.9	1.5	
TLC-LED-600								



SCALE IN FEET 1 : 30



ENGINEERED DESIGN By: Ethan Arnold · File #221336C · 29-Sep-22

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) Ⓢ



We Make It Happen®

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EQUIPMENT LAYOUT



We Make It Happen®

Control-Link® – Control & Monitoring System

The only monitoring service of its kind, Control-Link® delivers the peace of mind that comes with knowing that your sports lighting system is being managed efficiently and your field is always ready to play.

With 24/7 support from a fully-staffed Musco team, Control-Link makes scheduling, controlling, and monitoring your lights simple and convenient.

Simple and Convenient

You can enter scheduling information, as well as control and monitor your lights from anywhere, at anytime, by using our mobile app on your smart phone, our easy-to-use website, or by contacting Control-Link Central's team of operators via phone, email, or fax.

Supportive and Reliable

Control-Link Central™ is located at Musco's home office and our team of support staff is there for you 24/7, helping with scheduling, monitoring for outages, taking care of last-minute changes, troubleshooting problems, and providing customer training.

Efficient and Cost Effective

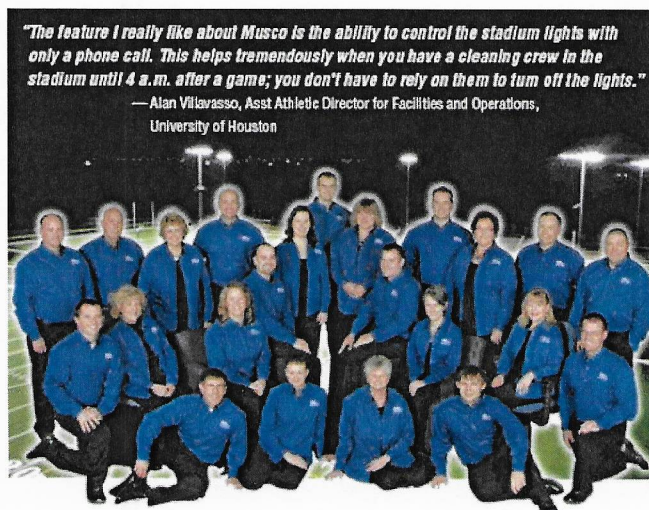
With Control-Link, you won't have to worry about your lights being left on by accident or staff traveling from field to field to physically turn lights off. Through our automated scheduling system you'll realize a significant reduction in energy consumption and operating costs.

You'll also receive usage data reports by facility, field, and/or end-user—stored electronically at Control-Link Central—which will enhance your financial planning ability for the months and years ahead.

Existing customers contact the [Control-Link website](#), email schedule@musco.com or call us at **877.347.3319**.



Request Information



Quote

Date: September 29, 2022
 Expiration date: October 29, 2022
 To: Cyndi Heysquierdo

Project: Wilson Park Skate Park
 Port Lavaca, TX
 Musco Project Number: 221336

BuyBoard

Master Project: 218434, Contract Number: 677-22, Expiration: 09/30/2023
 Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
 BuyBoard purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Skate Park -\$ 70,732

Sales tax of the equipment is not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

System Description

- Factory aimed and assembled luminaries
- (3) Galvanized steel poles for the Skate Park
- (3) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Tie into Existing Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off control and monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]



Quote

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

Approximately 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement.
- Structural code and wind speed = 2018 IBC, 150 mi/h, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Tim Oordt
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 512-658-6884
E-mail: tim.oordt@musco.com



Quote

**Wilson Park Multipurpose Field & Skate Park
Port Lavaca, TX
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities**General:**

1. Obtain any required permitting.
2. Contact your local udig for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.



Quote**Foundations, Poles, and Luminaires:**

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (3) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils and dispose of off site.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (3) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install the zone adder kit and contactor into the existing Soccer Musco control and monitoring cabinet
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



COMMUNICATION

SUBJECT: Consider First Reading of an Ordinance (G-8-22) to amend the Parks rules as recommended by the Recreation and Parks Board. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: October 10, 2022 **AGENDA ITEM #**

DATE:

TO: Jody Weaver, Interim CITY MANAGER
cc: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: Park rules ordinance

BACKGROUND: CITY STAFF IS REPLACING THE RULES SIGNS AT ALL PARKS AND NOTICED THAT SOME OF THE LANGUAGE WAS UNCLEAR OR OUTDATED. RULES HAVE BEEN UPDATED AND NOW CONTAIN SITE SPECIFIC RULES FOR LIGHTHOUSE BEACH AND BAYFRONT PENNINSULA PARK.

FINANCIAL IMPLICATIONS: COST OF NEW SIGNS

IMPACT ON COMMUNITY SUSTAINABILITY: NONE

RECOMMENDATION: This was presented to the Parks board and parks board and staff recommend approval

ATTACHMENTS: Rules for parks signs

LIGHTHOUSE BEACH CAMPGROUND AND PARK RULES

1. ALCOHOL CONSUMPTION IS RESTRICTED TO CAMPGROUND GUESTS WITHIN THEIR CAMP AREA. ALCOHOL IS NOT PERMITTED ON THE BEACH AREA, ROADWAYS, WALKWAYS, PAVILIONS OR COMMON AREAS OF THE PARK WITHOUT AN ALCOHOL PERMIT.
2. NO PERSON SHALL CUT, DAMAGE OR REMOVE ANY FLOWER, SHRUB, PLANT OR TREE WITHIN THE PARK.
3. NO PERSON SHALL INJURE, DEFACE OR DAMAGE ANY BUILDING, INSTALLATION, PIECE OF EQUIPMENT OR PROPERTY PUBLICLY OR PRIVATELY OWNED WITHIN THE PARK.
4. NO FIRES ARE PERMITTED EXCEPT THOSE BUILT IN A STOVE FIREPLACE OR ENCLOSED GRILL OR PIT AND ARE RESTRICTED TO CAMPGROUND GUESTS WITHIN THEIR CAMP AREA.
5. NO PERSON SHALL DUMP GARBAGE, WASTE, TIN CANS, BROKEN GLASS OR RUBBISH OF ANY KIND EXCEPT IN RECEPTACLES PROVIDED. ASHES FROM COOKING GRILLS SHOULD BE EXTINGUISHED BEFORE DUMPING.
6. FISH ARE TO BE CLEANED ONLY IN AREAS PROVIDED ON THE PIER.
7. NO DOGS SHALL BE PERMITTED EXCEPT ON A LEASH AND NO DOGS ARE ALLOWED ON THE BEACH.
8. NO MOTOR VEHICLES OR BICYCLES SHALL BE OPERATED, STOPPED, OR PARKED IN ANY LOCATION EXCEPT ROADWAYS AND PARKING AREAS PROVIDED OR DRIVEN IN ANY MANNER CONTRARY TO LAW.
9. NO PERSON SHALL DISCHARGE ANY FIREARM, AIR RIFLE, SLINGSHOT, BOW AND ARROW OR ANY OTHER MISSILE WITHIN OR ACROSS ANY PUBLIC PARK OR RECREATIONAL AREA.
10. NO PERSON OTHER THAN AUTHORIZED CITY EMPLOYEES SHALL ENTER INTO OR ONTO THE WETLANDS AREA OR INTERFERE WITH WILDLIFE THEREIN.
11. PARK AREAS OF THIS CITY CLOSE AT 11 P.M. NO DRIVING OR LOITERING AFTER 11 P.M. IS AUTHORIZED OTHER THAN TO GAIN ACCESS TO THE FISHING PIER AND BOAT RAMP.
12. NO AMPLIFIED MUSIC IS ALLOWED AFTER 11 P.M. IN THE CAMPGROUND.
13. NO PERSON SHALL RIDE OR DRIVE ANY HORSE OR OTHER ANIMAL UPON ANY PORTION OF THE PARK EXCEPT ON ROADS PROVIDED OR IN A RECKLESS MANNER OR PERMIT THEM TO BE RIDDEN.
14. WATER SLIDES ARE NOT ALLOWED IN THE PARK.
15. CABANA USE AT THE RV SITES ARE FOR THE USE OF CAMPGROUND GUESTS ONLY.
16. TENT USE IN THE PARK IS STRICTLY PROHIBITED TO TENT CAMPING SITES. NO TENTS MAY BE USED IN RV SITES OR ON THE BEACH.

BAYFRONT PENINSULA PARK RULES

1. ALCOHOL CONSUMPTION IS RESTRICTED TO CAMPGROUND GUESTS WITHIN THEIR CAMP AREA. ALCOHOL IS NOT PERMITTED ON THE ROADWAYS, WALKWAYS, PAVILIONS OR COMMON AREAS OF THE PARK WITHOUT AN ALCOHOL PERMIT.
2. NO PERSON SHALL CUT, DAMAGE OR REMOVE ANY FLOWER, SHRUB, PLANT OR TREE WITHIN THE PARK.
3. NO PERSON SHALL INJURE, DEFACE OR DAMAGE ANY BUILDING, INSTALLATION, PIECE OF EQUIPMENT OR PROPERTY PUBLICLY OR PRIVATELY OWNED WITHIN THE PARK.
4. NO FIRES ARE PERMITTED EXCEPT THOSE BUILT IN A STOVE FIREPLACE OR ENCLOSED GRILL OR PIT.
5. NO PERSON SHALL DUMP GARBAGE, WASTE, TIN CANS, BROKEN GLASS OR RUBBISH OF ANY KIND EXCEPT IN RECEPTACLES PROVIDED. ASHES FROM COOKING GRILLS SHOULD BE EXTINGUISHED BEFORE DUMPING.
6. FISH ARE TO BE CLEANED ONLY IN AREAS PROVIDED ON THE PIER.
7. NO DOGS SHALL BE PERMITTED EXCEPT ON A LEASH.
8. NO MOTOR VEHICLES OR BICYCLES SHALL BE OPERATED, STOPPED, OR PARKED IN ANY LOCATION EXCEPT ROADWAYS AND PARKING AREAS PROVIDED OR DRIVEN IN ANY MANNER CONTRARY TO LAW.
9. NO PERSON SHALL DISCHARGE ANY FIREARM, AIR RIFLE, SLINGSHOT, BOW AND ARROW OR ANY OTHER MISSILE WITHIN OR ACROSS ANY PUBLIC PARK OR RECREATIONAL AREA.
10. NO PERSON OTHER THAN AUTHORIZED CITY EMPLOYEES SHALL ENTER INTO OR ONTO THE WETLANDS AREA OR INTERFERE WITH WILDLIFE THEREIN.
11. PARK AREAS OF THIS CITY CLOSE AT 11 P.M. NO DRIVING OR LOITERING AFTER 11 P.M. IS AUTHORIZED OTHER THAN TO GAIN ACCESS TO THE FISHING PIER AND BOAT RAMP.
12. NO AMPLIFIED MUSIC IS ALLOWED AFTER 11 P.M.
13. NO PERSON SHALL RIDE OR DRIVE ANY HORSE OR OTHER ANIMAL UPON ANY PORTION OF THE PARK EXCEPT ON ROADS PROVIDED OR IN A RECKLESS MANNER OR PERMIT THEM TO BE RIDDEN.
14. WATER SLIDES ARE NOT ALLOWED IN THE PARK.

ALL OTHER PARK RULES

1. ALCOHOL CONSUMPTION IS RESTRICTED TO CAMPGROUND GUESTS WITHIN THEIR CAMP AREA. ALCOHOL IS NOT PERMITTED ON THE ROADWAYS, WALKWAYS, PAVILIONS OR COMMON AREAS OF THE PARK WITHOUT AN ALCOHOL PERMIT.
2. NO PERSON SHALL CUT, DAMAGE OR REMOVE ANY FLOWER, SHRUB, PLANT OR TREE WITHIN THE PARK.
3. NO PERSON SHALL INJURE, DEFACE OR DAMAGE ANY BUILDING, INSTALLATION, PIECE OF EQUIPMENT OR PROPERTY PUBLICLY OR PRIVATELY OWNED WITHIN THE PARK.
4. NO FIRES ARE PERMITTED EXCEPT THOSE BUILT IN A STOVE FIREPLACE OR ENCLOSED GRILL OR PIT.
5. NO PERSON SHALL DUMP GARBAGE, WASTE, TIN CANS, BROKEN GLASS OR RUBBISH OF ANY KIND EXCEPT IN RECEPTACLES PROVIDED. ASHES FROM COOKING GRILLS SHOULD BE EXTINGUISHED BEFORE DUMPING.
6. NO DOGS SHALL BE PERMITTED EXCEPT ON A LEASH.
7. NO MOTOR VEHICLES OR BICYCLES SHALL BE OPERATED, STOPPED, OR PARKED IN ANY LOCATION EXCEPT ROADWAYS AND PARKING AREAS PROVIDED OR DRIVEN IN ANY MANNER CONTRARY TO LAW.
8. NO PERSON SHALL DISCHARGE ANY FIREARM, AIR RIFLE, SLINGSHOT, BOW AND ARROW OR ANY OTHER MISSILE WITHIN OR ACROSS ANY PUBLIC PARK OR RECREATIONAL AREA.
9. NO PERSON OTHER THAN AUTHORIZED CITY EMPLOYEES SHALL ENTER INTO OR ONTO THE WETLANDS AREA OR INTERFERE WITH WILDLIFE THEREIN.
10. PARK AREAS OF THIS CITY CLOSE AT 11 P.M. NO DRIVING OR LOITERING AFTER 11 P.M. IS AUTHORIZED.
11. NO AMPLIFIED MUSIC IS ALLOWED AFTER 11 P.M.
12. NO PERSON SHALL RIDE OR DRIVE ANY HORSE OR OTHER ANIMAL UPON ANY PORTION OF THE PARK EXCEPT ON ROADS PROVIDED OR IN A RECKLESS MANNER OR PERMIT THEM TO BE RIDDEN.
13. WATER SLIDES ARE NOT ALLOWED IN THE PARK.

ORDINANCE #G-8-22

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE CODE OF ORDINANCES CHAPTER 32, PARKS AND RECREATION, ARTICLE IV. PARK REGULATIONS, SECTION 32-72 PARK RULES ESTABLISHED AND SECTION 32-75 RULES SPECIFIC TO LIGHTHOUSE BEACH PARK AND CAMPGROUND; 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 following amendments are to be made to the following Section of Chapter 32 of the Code of Ordinances. All insertions are made with colored red letters and all deletions are shown as blue bold text-strikethroughs.

Chapter 32 – PARKS AND RECREATION

ARTICLE IV. – PARK REGULATIONS

Sec. 32-72 – Park Rules Established.

For the conduct of persons using the city's public parks, the following rules and regulations are hereby established and are to be observed and enforced within said public parks:

- 13) No person shall commit any misdemeanor, disorderly act, or unnecessary roughness in or about any public park.
- 14) **Water slides are not permitted.**

Sec. 32-75 – Rules specific to Lighthouse Beach Park and Campground.

- 1) **No person shall build any fire unless built in a stove or fireplace provided therefore or within an enclosed grill or pit and are restricted to registered campground guests within their camp site only.**
- 2) **Tent use in the park is strictly limited to tent camping sites only. Tents are not allowed on the beach. Tents are not allowed in RV sites except in conjunction with a registered Recreational vehicle on the same site.**
- 3) **Cabana use at the RV sites are for the use of registered campground guests only**

RESERVED: Sec. ~~32-75~~ **32.76** to Sec. 32-78

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. Effective Date

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

First Reading this the 10th day of October, 2022.

Jack Whitlow, Mayor

Second Reading this the 14th day of November, 2022.

Jack Whitlow, Mayor

PASSED AND APPROVED this the 14th day of November, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM AND CONTENT:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second Reading	Approved/ Adopted
Councilman Smith			
Councilman Dent			
Councilman Tippet			
Councilwoman Padron			
Councilman Ward			
Councilman Barr			

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

COMMUNICATION

SUBJECT: Consider the recommendation of the Planning Board for a Preliminary Plat, Mimi's Subdivision, Property Identification #37736, Legal Description is A0035 Maximo Sanchez, Tract PT 24, Acres 10.62. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: October 10, 2022

DATE: 10/03/2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: At the recommendation of the Planning Board, consider a preliminary plat, MIMI'S SUBDIVISION. The property identification for this site is 37736. The current legal description being A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES 10.62

The applicant is preparing plans to construct a new daycare on one lot in this proposed subdivision and the remaining lots are for future development.

Applicant has adhered to the proper subdivision plat submittal and review procedural process prior to presentation before the Planning Board.

Department Comments:

Departments comments will follow pending a development meeting.

Engineering:

Fire:

Public Works:

Development Services:

Planning Board Recommendation: Approval

Staff Recommendation: Approval

Attachments:

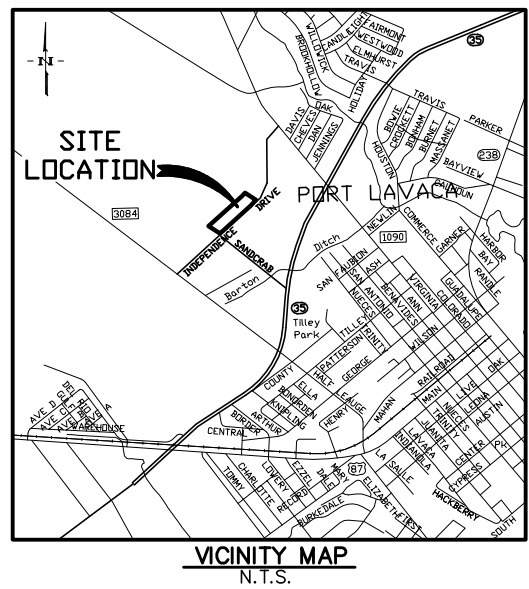
- CAD PIN 37736
- Mimi's subdivision preliminary plat

MIMI'S SUBDIVISION

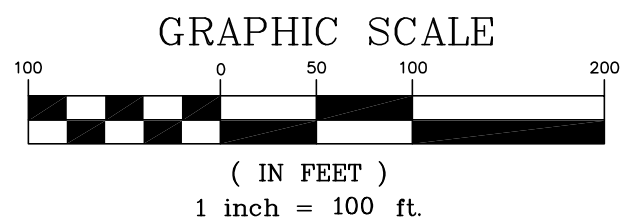
10.62 ACRE SUBDIVISION

BEING ALL OF THE SAME PROPERTY DESCRIBED AS 10.62 ACRES IN SPECIAL WARRANTY DEED DATED APRIL 22, 2022 FROM WISE EAGLES, LLC., TO MARIA GARCIA RECORDED IN FILE NO. 2022-01851 OF THE CALHOUN COUNTY OFFICIAL RECORDS.

MAXIMO SANCHEZ SURVEY, ABSTRACT NO. 35 OF CALHOUN COUNTY, TEXAS



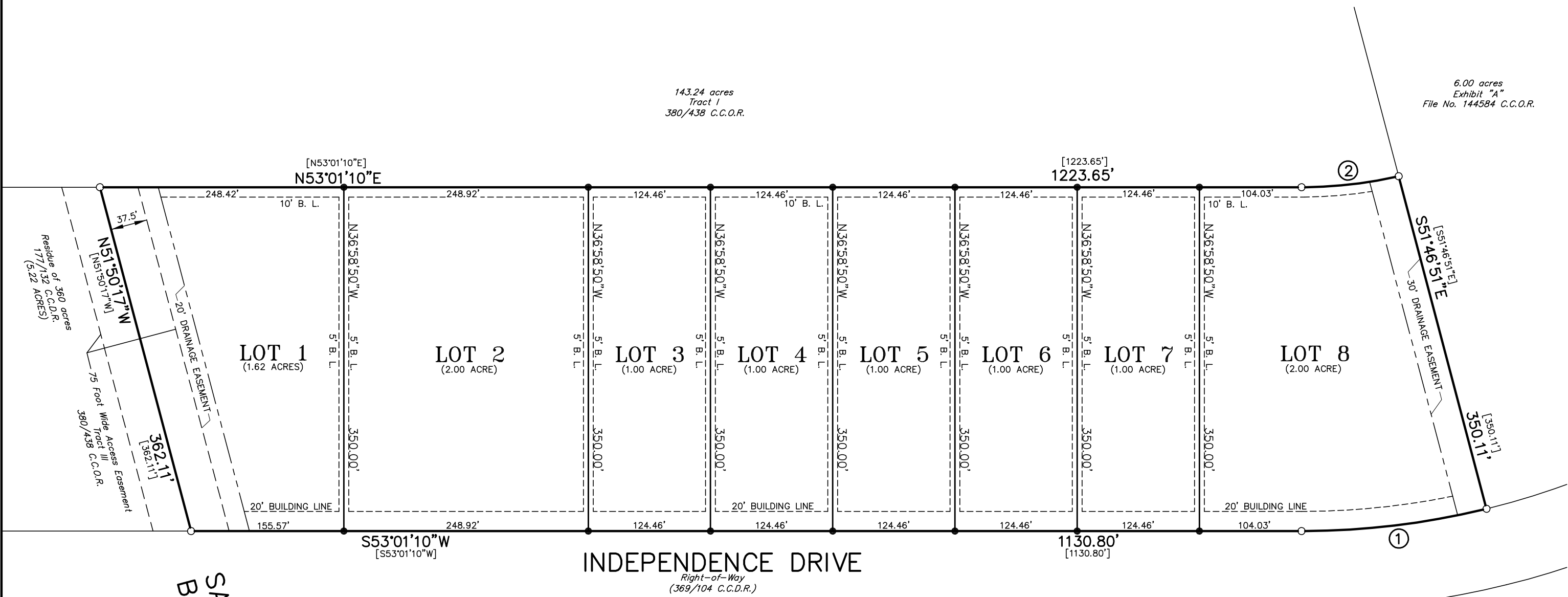
- LEGEND**
- EXISTING 5/8" IRON ROD UNLESS NOTED
 - ⊙ EXISTING 2" IRON PIPE
 - SET 5/8" IRON ROD WITH PLASTIC CAP
 - C.C.D.R. CALHOUN COUNTY DEED RECORDS
 - C.C.O.R. CALHOUN COUNTY OFFICIAL RECORDS
 - [] PLAT OR DEED CALL



NOTE: BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE SOUTH CENTRAL ZONE NAD'83 GRID BASED ON STATION HAPC-0219 ON THE RTK NETWORK.

143.24 acres
Tract I
380/438 C.C.O.R.

6.00 acres
Exhibit "A"
File No. 144584 C.C.O.R.



① **CURVE DATA**
DELTA= 13°44'29"
RADIUS= 793.00'
LONG CH.= S46°08'56"W
189.73'

② **CURVE DATA**
DELTA= 12°25'48"
RADIUS= 443.00'
LONG CH.= N46°34'02"E
99.56'

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MIMI'S SUBDIVISION, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSE, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

MARIA GARCIA

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA GARCIA, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2022.

NOTARY PUBLIC, STATE OF TEXAS

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

CALHOUN CO. E911 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT OF MIMI'S SUBDIVISION MEETS THE CURRENT 911 REQUIREMENTS.

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-5455

FLOODPLAIN ADMINISTRATOR

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48057C 0175 F, EFFECTIVE DATE AUGUST 2, 2018, THE SUBJECT PROPERTY IS LOCATED IN FLOOD HAZARD AREA ZONE X.

A DEVELOPMENT PERMIT IS REQUIRED FROM THE FLOOD PLAIN ADMINISTRATORS OFFICE, 211 SOUTH ANN STREET, ROOM 301, PORT LAVACA, TEXAS, 77979.

LADONNA THIGPEN
FLOODPLAIN ADMINISTRATOR

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 _____, PAGE _____ OF THE MINUTES OF THE PLANNING BOARD OF PORT LAVACA AS KEPT IN MY OFFICE.

WITNESS MY HAND AND SEAL OF THE CITY OF PORT LAVACA, TEXAS, ON THIS THE _____ DAY OF _____ 2022.

CITY SECRETARY
CITY OF PORT LAVACA, CALHOUN COUNTY
STATE OF TEXAS

CALHOUN COUNTY APPRAISAL DISTRICT

I, HEREBY CERTIFY THAT THE AD VALOREM TAXES ON THE LAND INCLUDED WITHIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR _____ AND ALL PRIOR YEARS.

IF APPLICABLE, THE ABOVE-DESCRIBED PROPERTY HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL (COMPTROLLER RULE 9.3040) OR PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX CODE SECTION 25.21 IS NOT INCLUDED IN THIS CERTIFICATE [TAX CODE SECTION 31.08 (B)].

SIGNED THIS THE _____ DAY OF _____, 2022.

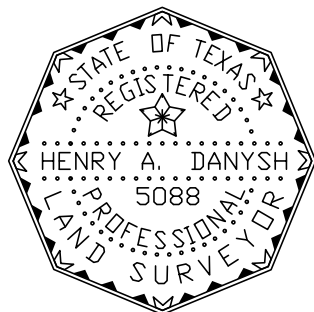
BY: _____
JESSE W. HUBBELL,
CHIEF APPRAISER

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

09-27-2022
RELEASE DATE

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 00, 2022.

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088



G & W ENGINEERS, INC.

- ENGINEERING
- SURVEYING
- PLANNING

205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
TBPUS FIRM NO.: 10022100
(361) 552-4509; PORT LAVACA (979) 323-7100; BAY CITY

FILE NO.:

10368-003

JOB NO.:

10368-003

SHEET NO.:

1 OF 1

PRELIMINARY PLAT

Property Identification #: 37736	Property Information: 2023	Owner Identification #: 118469
Geo ID: A0035-00000-0086-00 Situs Address: FM 3084 PORT LAVACA, TX 77979 Property Type: Real State Code: D1	Legal: A0035 MAXIMO SANCHEZ, TRACT PT 24, ACRES Description: 10.62 Abstract: A0035 Neighborhood: PORT LAVACA EAST Appraised Value: N/A Jurisdictions: G05, NV6, S01, C04, FML, CAD, GWD	Name: GARCIA MARIA Exemptions: DBA: Null



COMMUNICATION

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

INFORMATION:

1. 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
2. To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code. Presenter is Mayor Whitlow

COMMUNICATION

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

INFORMATION:

