



CITY COUNCIL REGULAR MEETING

Monday, March 13, 2023 at 6:30 PM

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

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, March 13, 2023 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/86357639435?pwd=N05rUTFCWEphZCtQRlozLzkxY3JRZz09>

Meeting ID: 863 5763 9435

Passcode: 658953

One Tap Mobile

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

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

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

- A. Minutes of February 13, 2023 Regular Meeting
- B. Review of Credit Card Statement
- C. Receive Monthly Financial Highlight Report

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

1. Consider request of Pastor Mike Bender from the Cowboy Fellowship of Port Lavaca Church for the use of Bayfront Peninsula Park Pavilion for an Easter Sunday Sunrise Service on April 09, 2023 from 6:00 a.m. to 12:00 p.m. and waive any fees associated with the event. Presenter is Wayne Shaffer
2. Consider request of Our Lady of the Gulf Catholic Church to host a walking procession on "Good Friday," April 07, 2023, from 12:00 p.m. to 2:00 p.m., assistance with traffic control from the Police Department and waive any fees associated with the event. Presenter is Colin Rangnow
3. Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 01, 2023 to Noon on Sunday, April 02, 2023. Presenter is Tania French
4. Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 01, 2023 for Iguana Fest. Presenter is Tania French
5. Consider moving Juneteenth Celebration scheduled for June 16 thru June 18, 2023 from George Adams Park to the Bayfront Peninsula Park and waive any fees associated with the event, except the Alcohol-in-Park-Permit fee. Presenter is Tania French
6. Receive certification of City Secretary that the candidate for the Single District #3 position, in the May 06, 2023 General Officers Election, is unopposed. Presenter is Mandy Grant
7. Consider adopting an order canceling part of the May 06, 2023 General Officers Election, specifically the Single District #3 position and declaring unopposed candidate, Allen Tippit, duly elected as Council Member. Presenter is Mandy Grant

- [8.](#) Consider Lease Agreement with Calhoun County for use of Electronic Voting Equipment for the City of Port Lavaca General Officers Election held on the uniform date of May 06, 2023. Presenter is Mandy Grant
- [9.](#) Consider Resolution No. R-031323-1E of the City of Port Lavaca to appoint Election Judges for the City's General Officers Election held on the uniform date of May 06, 2023. Presenter is Mandy Grant
- [10.](#) Consider recommendation of the City's Court Security Committee to contract with U. S. Court Security Concepts, LLC for a security assessment of City Hall for a fee of \$5,000.00 and consider authorization from Council to pay this expenditure from the Building Security Fund. Presenter is Jody Weaver
- [11.](#) Consider recommendation of the City's Court Security Committee to amend the City of Port Lavaca HR and Workplace Policies Chapter 5 Compensation, Section 5.07 Incentive Pay Program by adding certification pay for Court Bailiffs at \$50.00 month and consider authorization from Council to pay this expenditure from the Building Security Fund. Presenter is Mandy Grant
- [12.](#) Consider addition of the new Job Class/Title of Police Cadet within the City's Compensation Plan. Presenter is Susan Lang
- [13.](#) Consider City of Port Lavaca's annual optional Homestead Tax exemption within the Calhoun County Appraisal District for the 2023 tax year. Presenter is Susan Lang
- [14.](#) Consider Resolution No. R-031323-2 of the City of Port Lavaca appointing a Chief Appraiser to Calculate Taxes for the 2023 tax year. Presenter is Susan Lang
- [15.](#) Consider Community-wide Housing Analysis performed regarding impediments to fair housing for the City of Port Lavaca. Presenter is Jody Weaver
- [16.](#) Consider Resolution No. R-031323-3 of the City of Port Lavaca declaring April as Fair Housing Month. Presenter is Susan Lang
- [17.](#) Consider Resolution No. R-031323-4 of the City of Port Lavaca suspending the May 01, 2023 effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas Division to Implement Interim Grip Rate Adjustments for Gas Utility Investment in 2021 and requiring delivery of this resolution to the Company and Legal Counsel. Presenter is Anne Marie Odefey
- [18.](#) Consider Resolution No. R-031323-5 of the City of Port Lavaca expressing its support of the Matagorda Bay Ship Channel Expansion Project. Presenter is Mayor Whitlow
- [19.](#) Consider Second and Final Reading of an Ordinance (G-1-23) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 22 – Fire Prevention and Protection, Sec. 22 Construction Permits) and providing an effective date. Presenter is Derrick Smith
- [20.](#) Consider award of Construction Contract for the new Illuminated Outdoor Signs at the Bauer Community Center and at City Hall. Presenter is Derrick Smith
- [21.](#) Consider the recommendation of the Planning Board for a three-lot Preliminary and Final Plat, The De La Rosa Subdivision, CAD PIN #18025 and CAD PIN #18032, generally located at the corner of Juanita Street and Center Street. Presenter is Derrick Smith

22. Consider the recommendation of the Planning Board for a Final Plat, PVS PL Hanuman LLC Subdivision, located north of SH 35 and east of Village Road; the property identification for this site is 93150 with the parcel containing 2.18 acres situated in the Alejandro Esparza Survey, Abstract No. 12 of Calhoun County, Texas and being a part of the same property shown as 3.079 acres in Express Inn Port Lavaca Subdivision. Presenter is Derrick Smith
23. Consider request of The Harbor Children's Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of "Celebrate the Child Picnic" on Saturday, April 01, 2023 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from rear of the Library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann. Presenter is Jody Weaver

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, March 13, 2023**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, March 10, 2023**.

Mandy Grant, *City Secretary*

ADA NOTICE

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

COMMUNICATION

SUBJECT: Minutes of February 13, 2023 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, February 13, 2023 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

MINUTES

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

On this the 13th day of February, 2023, 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 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| Ken Barr | Councilman, District 6 |

And with the following absent: None

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

II. CALL TO ORDER

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

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) None

VI. COMMENTS FROM THE PUBLIC

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

- 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 January 09, 2023 Regular Meeting
- B. Review of Credit Card Statement
- C. Receive Monthly Financial Highlight Report
- D. Review of Quarterly Financial Statements ending January 31, 2023

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

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

1. **Consider Opioid Settlement Participation Agreements with Allergan, CVS, Walgreens, and Walmart. Presenter is Anne Marie Odefey**

City Attorney Odefey advised Council that there were options of either accepting the State's recommendation or any City can sue separately. Her recommendation is to approve the State's Opioid Settlement Participation Agreements with Allergan, CVS, Walgreens, and Walmart, a copy which is on file in the office of the City Secretary, in their entirety.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of City Attorney, Council hereby approves the State's Opioid Settlement Participation Agreements with Allergan, CVS, Walgreens, and Walmart.

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

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

2. **Consider agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2023 to September 30, 2023. Presenter is Wayne Shaffer**

Interim City Manager Weaver presented Council with an agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2023 to September 30, 2023, a copy which is on file in the office of the City Secretary, in its entirety.

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 agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2023 to September 30, 2023.

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

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

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

Interim City Manager Weaver advised Council that Raymond Butler had been appointed to fill unexpired term of David Roberts until February 2023. Mr. Butler has now expressed a desire to be appointed for a new two-year term.

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

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

THAT, in accordance with recommendation of staff, Council hereby appoints Raymond Butler to the Port Commission to start a new two-year term.

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

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

Interim City Manager Weaver advised Council that Bill Regan's term with the Recreation and Parks Board will expire in February and he has expressed a desire to be reappointed for a new two-year term.

Motion made by Councilman District 5 Ward

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

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

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

Police Chief Rangnow presented Council with the annual report for Racial Profiling.

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 annual report from the Police Department for Racial Profiling.

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

6. **Consider Resolution No. R-021323-1 authorizing City Representatives in matters pertaining to the City's participation in the Texas Community Development Block Grant Program. Presenter is Wayne Shaffer**

Motion made by Councilman District 5 Ward

WHEREAS, the City Council of Port Lavaca desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of Port Lavaca is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

THAT the City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Community Development Block Grant Program:

- The Mayor and Interim City Manager shall serve as the City's Chief Executive Officer and Authorized Representative to:
 - Execute a grant application and any subsequent contractual documents,
 - Certify environmental review documents between the Texas Department of Agriculture and the City, and
 - Certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - Be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded the Mayor Pro-Tem, Interim City Manager, City Secretary, City Council Member, County Clerk, County Auditor, County Treasurer is authorized to:
 - Certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - Prepare and submit other financial documentation, and
 - Be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

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 Resolution No. R-021323-2 authorizing the submission of a 2023/2024 Texas Community Development Block Grant (CDBG) program application to the Texas Department of Agriculture for the Community Development Fund and adopting required CDBG Civil Rights policies. Presenter is Wayne Shaffer**

Motion made by Councilman District 1 Smith

WHEREAS, the City Council of the City of Port Lavaca desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Port Lavaca to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, the City of Port Lavaca, in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- In accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;
- In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;
- In accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;
- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;
- In accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- In accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

WHEREAS, the City of Port Lavaca, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City of Port Lavaca with the Texas Department of Agriculture.
2. That the City of Port Lavaca application be placed in competition for funding under the Community Development Fund.
3. That the application be for up to \$500,000.00 of grant funds to provide wastewater improvements.
4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
5. That it further be stated that the City of Port Lavaca is committing at minimum \$75,000.00 from its Public Utility Fund as a cash contribution toward the administration, engineering, and/or construction activities of this wastewater improvement project.
6. The City of Port Lavaca adopts the following policies:
 - a. Citizen Participation Plan and Grievance Procedures (Form A1013);
 - b. Excessive Force Policy (Form A1003);
 - c. Fair Housing Policy (Form A1015);
 - d. Section 504 Policy and Grievance Procedures (Form A1004); and
 - e. Code of Conduct Policy (Form A1002).
7. The City of Port Lavaca affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:
 - f. Section 3 economic opportunity;
 - g. Limited English Proficiency; and
 - h. Activity to affirmatively Further Fair Housing choice.

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

8. **Consider approval of contract with the Matagorda Bay Mitigation Trust for \$200,000.00 in grant dollars. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that the Matagorda Bay Mitigation Trust issued Requests for Proposals on September 1, 2022 for their 2022-2023 funding cycle.

The application is requesting \$200,000.00 for Phase 1 engineering costs for needed shoreline protection along approximately 1,800 linear feet of the east side of the former City Landfill at the Harbor of Refuge. Earlier in the year, we submitted this project for inclusion in the General Land Office (GLO) 2023 Coastal Resiliency Master Plan and it was accepted. This Phase 1 engineering will accomplish 30% engineering design, the application for a GLO CEPR grant and submittal-ready Regulatory permitting. On January 4, 2023 staff was notified that the project application entitled "Harbor of Refuge Old Landfill Shoreline Erosion Response and Protection - Phase 1 Engineering" was approved for funding.

Weaver advised that staff is working with Texas Commission on Environmental Quality (TCEQ) on an immediate resolution to the erosion being seen on the northeast length of this shoreline. Staff has proposed a solution that involves cutting back the bank to a slope that is less susceptible to erosion. If approved, costs for this initial work will likely be paid for with Community Development Block Grant Mitigation (CDBG-MIT) appropriations. In the CEPRA grant application, the plan is to apply to construct a concrete revetment mat that would provide long-term protection of this shoreline. If the CEPRA grant application is approved, since the project is in the 2023 CRMP, GLO would use GOMESA funds to pay for 100% of the construction costs along with 60% of the engineering costs. It is staff's recommendation to approve the contract with the Matagorda Mitigation Trust for \$200,000.00 in grant dollars.

Motion made by Councilman District 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 contract with the Matagorda Bay Mitigation Trust for \$200,000.00 in grant dollars.

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

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

9. **Consider Engineering Agreement between City of Port Lavaca and CivilCorp, LLC for 2023 Capital Improvement Projects (CIP) of Independence Drive Paving and Drainage Improvements. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that this agreement between the City and CivilCorp, LLC was for providing Professional Engineering Services for the 2023 Capital Improvement Projects (CIP) 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:

Independence Drive Paving and Drainage Improvements from Half League Rd to Virginia St (FM 1090) including:

- Reconstruct Independence Drive from existing two-lane road to three-lane road with curb and gutter and underground storm sewer;
- Design Road and Drainage Improvements to accommodate future 10' shared use path on both sides of Independence Drive (shared use paths designed by TxDOT as separate project);
- Improve ditch from Independence Drive to SH 35; and
- Design drainage ditch for offsite flow adjacent to northwest side of Independence Drive along existing 80' ROW including pipe/box culvert under Independence Drive at outfalls.

Weaver stated the overall construction project will cost approximately 5.1 million dollars. Staff recommends Council approve entering into this agreement with CivilCorp, LLC for the amount of \$475,000.00.

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 Engineering Agreement between City of Port Lavaca and CivilCorp, LLC for 2023 Capital Improvement Projects (CIP) of Independence Drive Paving and Drainage Improvements in the amount of \$475,000.00.

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

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

10. **Consider First Reading of an Ordinance (G-1-23) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 22 – Fire Prevention and Protection, Sec. 22 Construction Permits) and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves the First Reading of an Ordinance (G-1-23) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 22 – Fire Prevention and Protection, Sec. 22 Construction Permits) and providing an effective date.

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

11. **Consider the recommendation of the Planning Board for a Variance request to the Ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107; to be located at 312 West Live Oak Street. Presenter is Derrick Smith**

Development Services Director Smith advised Council that G&W Engineers, Inc, on behalf of Calhoun County, is requesting this variance for the upcoming new combined dispatch building project. The requested variance is due to site constraints. The requested parking is a similar parking style of the buildings on the same block. He said the applicant is requesting to use a portion of the right-of-way on Live Oak Street to accommodate the required parking spaces for the proposed structure.

Smith said the building square footage is proposed to be 5,694 which requires 19 spaces. The request is for 13 spaces which will include the required ADA parking. Please note the attached memo from the applicant states 15 parking spaces but after reviewing ADA requirements for parking, site will fit 13 spaces.

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 the Planning Board and Staff, Council hereby approves the request from G&W Engineers, Inc, on behalf of Calhoun County, for a Variance request to the Ordinance Chapter 48, Division 3-Off Street Parking and Loading, Sec.48-106 and Sec. 48-107; to be located at 312 West Live Oak Street.

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

12. **Receive the recommendation of the Planning Board for a Single-lot Preliminary Minor Plat for the Sylvia Piña Mendoza Life Estate Subdivision, located at 914 Schooley Street. CAD Pin #54708. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the applicant for the proposed subdivision was deeded the land. With the probate, Sylvia Pina Mendoza was provided the land under CAD PIN 54708 with the remainder to a family member. Ms. Mendoza is now legally platting the property to obtain proper building permits for a remodel and addition to her home. He said the applicant has adhered to the proper subdivision plat submittal and review procedural process prior to presentation before the Planning Commission.

Planning Board has stipulated that before the final plat is brought before the Board, all utilities connected to the quadplex must be rerouted.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with recommendation of the Planning Board and Staff, Council hereby approves the request of applicant for a Single-lot Preliminary Minor Plat for the Sylvia Piña Mendoza Life Estate Subdivision, located at 914 Schooley Street. CAD Pin #54708.

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

13. **Consider the recommendation of the Planning Board for a Variance to the Ordinance Chapter 12, Sec. 12-24. - Building Setbacks for the Sylvia Piña Mendoza Life Estate Subdivision. Presenter is Derrick Smith**

Development Services Director Smith advised Council that this Variance request is to build a front covered deck within the 15-ft setback. The dimensions of the finished deck would leave a 6-ft front property setback. The Planning Board recommends approval of the request with the following stipulations:

- As there are no plans to widen the road and with the understanding that the roadside parking will not create an undue burden on the neighborhood.
- The entire structure, including the steps must be within the approved setbacks and encroach no further than the 6ft.
- The structure must remain open and not be enclosed.

Motion made by Councilman District 3 Tippit

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

THAT, in accordance with recommendation of the Planning Board and Staff, Council hereby approves the request for a Variance request to the Ordinance Chapter 12, Sec. 12-24. - Building Setbacks for the Sylvia Piña Mendoza Life Estate Subdivision with the following stipulations:

- As there are no plans to widen the road and with the understanding that the roadside parking will not create an undue burden on the neighborhood.
- The entire structure, including the steps must be within the approved setbacks and encroach no further than the 6ft.
- The structure must remain open and not be enclosed.

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

14. **Consider the recommendation of the Planning Board for an 8-Lot Final Plat, Mimi's Subdivision located on Independence Dr., Property Identification is #37736. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the applicant for the proposed Mimi's Subdivision plat is requesting to subdivide the 10.62-acre parcel into eight (8) lots. Currently, lot 2 is a proposed daycare.

Motion made by Councilman District 6 Barr

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

THAT, in accordance with recommendation of the Planning Board and Staff, Council hereby approves the recommendation of the Planning Board for an 8-Lot Final Plat, Mimi's Subdivision located on Independence Dr., Property Identification is #37736.

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

15. **Consider the recommendation of the Planning Board for a Preliminary Plat, PVS PL Hanuman LLC Subdivision, located north of SH 35 and east of Village Road; the property identification for this site is 93150 with the parcel containing 2.18 acres situated in the Alejandro Esparza Survey, Abstract No. 12 of Calhoun County, Texas and being a part of the same property shown as 3.079 acres in Express Inn Port Lavaca Subdivision. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the applicant has adhered to the proper subdivision plat submittal and review procedural process prior to presentation before the Planning Board. They have prepared plans to construct a new motel at this location. This area is well suited to support a new motel and the plat serves as the legal location for the proposed motel upon approval of the platting process.

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 the Planning Board and Staff, Council hereby approves the recommendation of the Planning Board for a Preliminary Plat, PVS PL Hanuman LLC Subdivision, located north of SH 35 and east of Village Road; the property identification for this site is 93150 with the parcel containing 2.18 acres situated in the Alejandro Esparza Survey, Abstract No. 12 of Calhoun County, Texas and being a part of the same property shown as 3.079 acres in Express Inn Port Lavaca Subdivision.

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

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

- **For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551,–Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow**
- **To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 7:15 p.m.

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

Mayor Whitlow announced that Council was back in open session at 7:38 p.m.

First Motion:

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 approves Resolution No. R-021323-3, Chapter 380 Economic Development Agreement between the City of Port Lavaca and PVS PL Hanuman, LLC, a Developer, per City Ordinance #S-2-13.

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

Second Motion:

Motion made by Councilman District 2 Dent

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

THAT, Council hereby empowers City Attorney and Mayor to execute Engagement Letter of RBC Capital Markets, LLC (RBCCM) for review of City's Combined Utility System and function as City's Financial Advisor, not to exceed \$7,500.00.

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

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 2 Dent

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

Meeting adjourned at 7:45 p.m.

These minutes were approved on March 13, 2023.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #B.

CITY OF

Account Number: XXXX XXXX XXXX 0305

Billing Questions:

800-367-7576

Website:

www.cardaccount.net

Send Billing Inquiries To:

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

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
January 9, 2023 to February 5, 2023**SUMMARY OF ACCOUNT ACTIVITY**

| | |
|--------------------|-------------|
| Previous Balance | \$11,057.36 |
| - Payments | \$11,057.36 |
| - Other Credits | \$0.00 |
| + Purchases | \$12,028.64 |
| + Cash Advances | \$0.00 |
| + Fees Charged | \$0.00 |
| + Interest Charged | \$0.00 |
| = New Balance | \$12,028.64 |

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$14,075.00
 Statement Closing Date February 5, 2023
 Days in Billing Cycle 28

PAYMENT INFORMATION

New Balance: \$12,028.64
 Minimum Payment Due: \$360.86
Payment Due Date: March 2, 2023

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 |
|-----------|-----------|-------------------|-------------------------------|--------------|
| 01/18 | 01/18 | F1127000J00CHGDDA | AUTOMATIC PAYMENT - THANK YOU | \$11,057.36- |

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: \$12,028.64
 Minimum Payment Due: \$360.86
Payment Due Date: March 2, 2023

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

11273390700003050003608600012028645

**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 | | | | \$11,057.36- |
| 01/22 | 01/23 | 05436840PEHTN1LRN | FREDDY'S 26-0018 HUNTSVILLE TX | \$9.95 |
| 01/24 | 01/25 | 05436840T00AHT2HB | CKE*MR. HAMBURGER #1 9 HUNTSVILLE TX | \$14.23 |
| 01/24 | 01/25 | 55263520RP61JT6ED | MCALISTER'S DELI 10109 HUNTSVILLE TX | \$14.16 |
| 01/26 | 01/27 | 55263520SW6E63Q5N | SCHLOTZSKYS/ CINNABON HUNTSVILLE TX | \$15.60 |
| 01/26 | 01/29 | 75369430VAETYMSHP | UBERRITO - HUNTSVILLE HUNTSVILLE TX | \$16.21 |
| 01/27 | 01/29 | 55488720W2M39TRSN | JERSEY MIKES 15153 HUNTSVILLE TX | \$14.55 |
| 01/29 | 01/31 | 55480770Y61BT6HST | UNIVERSITY HOTEL SHSU HUNTSVILLE TX | \$542.15 |
| | | CHECK-IN 01/22/23 | FOLIO #0000000025 | |
| 02/01 | 02/02 | 827111610000J20D6 | HUMANE EDUCATORS OF TX HUTTO TX | \$231.00 |
| COLIN RANGNOW | | | | |
| TOTAL XXXXXXXXXXXX0727 | | | | \$857.85 |
| 01/24 | 01/25 | 25265080T0009L9ZE | BULKMUNITIONS 855-5888918 TN | \$2,016.48 |
| ERIC SALES | | | | |
| TOTAL XXXXXXXXXXXX0776 | | | | \$2,016.48 |
| 01/09 | 01/10 | 55432860961GFRE4X | AMZN MKTP US*QK5854CZ3 AMZN.COM/BILL WA | \$172.79 |
| 01/10 | 01/10 | 55432860A61J5P6LS | AMZN MKTP US*8D6TH5JJ3 AMZN.COM/BILL WA | \$18.58 |
| 01/10 | 01/11 | 55310200A2E0PW097 | AMZN MKTP US*9W3PX5X13 AMZN.COM/BILL WA | \$17.98 |
| 01/14 | 01/15 | 55310200E2E0J0J6P | AMZN MKTP US*O37M64IR3 AMZN.COM/BILL WA | \$18.04 |
| 01/20 | 01/22 | 55429500NRS3D1RSG | PAYPAL *TEXASPOLICE 4029357733 CA | \$37.38 |
| 01/25 | 01/26 | 55432860T5W6S79V7 | AMZN MKTP US*JV0RT29Q3 AMZN.COM/BILL WA | \$58.99 |
| 02/01 | 02/02 | 5531020102DYWL7HX | AMZN MKTP US*CY94X9ZT3 AMZN.COM/BILL WA | \$100.96 |
| 02/02 | 02/03 | 051404811MHDXZK7A | H-E-B #434 PORT LAVACA TX | \$28.98 |
| KAREN NEAL | | | | |
| TOTAL XXXXXXXXXXXX0784 | | | | \$453.70 |
| 01/10 | 01/11 | 82711160A000F3DHE | TACTACAM REVEAL CALEDONIA MN | \$120.00 |
| 01/20 | 01/22 | 55310200MM0FG2D10 | HYATT PLACE ROCKWALL ROCKWALL TX | \$122.04 |
| | | CHECK-IN 01/19/23 | FOLIO #1490925 | |
| 01/31 | 02/01 | 82305090Z000BELTT | SP CMESWAT THREE RIVERS TX | \$500.00 |
| 01/20 | 02/03 | 553102011M0FG2GGS | HYATT PLACE ROCKWALL ROCKWALL TX | \$122.04 |
| | | CHECK-IN 01/19/23 | FOLIO #1490927 | |
| JAVIER RAMOS | | | | |
| TOTAL XXXXXXXXXXXX0867 | | | | \$864.08 |
| 01/18 | 01/19 | 55310200J2DKFLXGY | AMZN MKTP US*HP9NL2293 AMZN.COM/BILL WA | \$210.98 |
| 01/18 | 01/19 | 55310200J2DLSKX1Q | AMZN MKTP US*I50BT57U3 AMZN.COM/BILL WA | \$16.98 |
| 01/23 | 01/24 | 55429500PRS7VLGRP | PAYPAL *SMILINGCACT 4029357733 TX | \$30.94 |
| 01/24 | 01/24 | 55432860R5VRW4QYN | TEEX ECOMMERCE 979-458-6898 TX | \$900.00 |
| JUAN LUNA | | | | |
| TOTAL XXXXXXXXXXXX0941 | | | | \$1,158.90 |
| 01/09 | 01/10 | 55432860961G5K8YN | AMZN MKTP US*561RC8ZP3 AMZN.COM/BILL WA | \$22.95 |
| 01/25 | 01/25 | 55432860T5W28LJYQ | AMZN MKTP US*3U0B17KP3 AMZN.COM/BILL WA | \$162.51 |
| 01/25 | 01/26 | 55432860T5W77GDVY | WALMART.COM 800-966-6546 AR | \$189.70 |
| 01/25 | 01/27 | 85182440SWGPN29N1 | TEXAS MUNICIPAL COURTS AUSTIN TX | \$150.00 |
| 01/25 | 01/27 | 85182440SWGPN29N1 | TEXAS MUNICIPAL COURTS AUSTIN TX | \$150.00 |
| 01/25 | 01/27 | 85184120SS66E20D3 | TEXAS MUNICIPAL CLERKS 940-5653488 TX | \$100.00 |
| 01/25 | 01/27 | 85184120SS66E20QV | TEXAS MUNICIPAL CLERKS 940-5653488 TX | \$100.00 |
| MANDY GRANT | | | | |
| TOTAL XXXXXXXXXXXX1238 | | | | \$875.16 |
| 01/19 | 01/19 | 55432860K5SKH92EZ | AMZN MKTP US*E499B1743 AMZN.COM/BILL WA | \$41.59 |
| 01/23 | 01/24 | 55131580P2DYSG0MN | CDW GOVT #GH61304 800-808-4239 IL | \$1,279.97 |
| 01/24 | 01/24 | 55432860R5VTGS7GZ | TEXAS MUNICIPAL LEAGUE 512-231-7400 TX | \$100.00 |

Transactions continued on next page

**TRANSACTIONS (continued)**

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

| Tran Date | Post Date | Reference Number | Transaction Description | Amount |
|------------------------|-----------|-------------------|---|------------|
| 01/24 | 01/24 | 55432860R5VTGS7H7 | TEXAS MUNICIPAL LEAGUE 512-231-7400 TX | \$75.00 |
| 01/25 | 01/25 | 55432860T5W1LZNV | TEXAS MUNICIPAL LEAGUE 512-231-7400 TX | \$100.00 |
| SUSAN LANG | | | | |
| TOTAL XXXXXXXXXXXX1345 | | | | \$1,596.56 |
| 01/09 | 01/10 | 55488720A2M0E83BW | TDLR HEALTH 5124635215 TX | \$75.00 |
| 01/11 | 01/11 | 55432860B61W2NVDH | APPLE.COM/BILL 866-712-7753 CA | \$2.99 |
| 01/24 | 01/24 | 55432860R5VVVRAR2 | TAMUCC ACAD TESTING 361-825-2334 TX | \$20.00 |
| DERRICK SMITH | | | | |
| TOTAL XXXXXXXXXXXX3836 | | | | \$97.99 |
| 01/15 | 01/16 | 55500360F2E0HY79B | WALMART.COM 8009666546 AR | \$36.75 |
| 01/29 | 01/29 | 55480770X8AZ0Y5SX | RECONYX 8664936064 WI | \$37.80 |
| JAMES RUDELLAT | | | | |
| TOTAL XXXXXXXXXXXX8611 | | | | \$74.55 |
| 01/08 | 01/09 | 552635209M0YA5WZV | CHILI'S FRISCO FRISCO TX | \$18.85 |
| 01/08 | 01/10 | 554318009BMDWNAYM | BURGER KING #26144 Q07 TEMPLE TX | \$13.20 |
| 01/09 | 01/10 | 55310200A5V5XF6HF | WILD PITCH SPORTS BAR FRISCO TX | \$19.23 |
| 01/09 | 01/10 | 52708240ABLYR7D82 | GENGHIS GRILL TX15 FRISCO TX | \$66.22 |
| 01/10 | 01/11 | 55432860B61X6BARZ | OUTBACK 4477 FRISCO TX | \$30.50 |
| 01/10 | 01/12 | 25247800B00PSKEGV | 096 TORCHYS FRISCO FRISCO TX | \$50.77 |
| 01/11 | 01/13 | 65180130Q1G1TMEXK | EMBASSY SUITES DALLAS FRISCO TX | \$470.04 |
| | | CHECK-IN 01/08/23 | FOLIO #931235 | |
| 01/11 | 01/13 | 55500360QP5K22929 | DAVES HOT CHICKEN 1100 WACO TX | \$14.48 |
| 01/11 | 01/13 | 55431800Q2LSR387A | BURGER KING #29438 Q07 VICTORIA TX | \$13.01 |
| 01/20 | 01/22 | 55547500L8AGWGK1N | HOOK-FAST SPECIALTIES, 4017814466 RI | \$184.00 |
| JOE REYES JR | | | | |
| TOTAL XXXXXXXXXXXX0215 | | | | \$880.30 |
| 01/15 | 01/16 | 55432860F631KSYHN | GOOGLE *GOOGLE STORAGE 650-253-0000 CA | \$2.12 |
| 01/16 | 01/17 | 55432860G639E91EQ | UPS*BILLING CENTER 800-811-1648 GA | \$12.59 |
| 01/17 | 01/18 | 55432860H5S8KMK6M | J2 *EFAX CORPORATE SVC 323-817-1155 CA | \$317.74 |
| 01/19 | 01/20 | 75369430K9GED02Q6 | HOME OUTLET - 5750 VICTORIA TX | \$1,036.95 |
| 01/19 | 01/20 | 82711160K0007EK24 | DOWNTOWN DEVEL CENTER MOUNTAIN LAKE NJ | \$90.45 |
| 01/26 | 01/27 | 55429500V0TYZ97L8 | DOCUSIGN 8003799973 WA | \$127.92 |
| 02/01 | 02/03 | 552073911000YGY4R | AUTHORIZE.NET SAN FRANCISCO CA | \$30.00 |
| JOANNA WEAVER | | | | |
| TOTAL XXXXXXXXXXXX0249 | | | | \$1,617.77 |
| 01/10 | 01/11 | 55432860A61NNSLH | AMZN MKTP US*S97EN2303 AMZN.COM/BILL WA | \$31.98 |
| 01/11 | 01/11 | 55432860B61WWA6Q8 | AMZN MKTP US*Z35CR99S3 AMZN.COM/BILL WA | \$28.26 |
| 01/17 | 01/18 | 02305370J00FT0LQK | USPS PO 4872200979 PORT LAVACA TX | \$15.95 |
| 01/17 | 01/18 | 52708080H609TE6PS | TRAINING 5124593124 TX | \$90.00 |
| 01/17 | 01/18 | 52708080H609TE6R2 | TRAINING 5124593124 TX | \$395.00 |
| 01/18 | 01/18 | 55310200J2DM4803M | AMAZON.COM*RZ7LT0T93 A AMZN.COM/BILL WA | \$129.00 |
| 01/18 | 01/19 | 55310200J2DL7SSV1 | AMZN MKTP US*0D2BH1DO3 AMZN.COM/BILL WA | \$15.99 |
| 01/22 | 01/23 | 55432860N5VEQ6VBN | AMAZON.COM*EU0P67NH3 AMZN.COM/BILL WA | \$205.56 |
| 01/22 | 01/23 | 55310200N2DJT5NJP | AMAZON.COM*9I6HQ6643 A AMZN.COM/BILL WA | \$74.02 |
| 02/02 | 02/02 | 5543286115VB4EVZR | AMZN MKTP US*6H9UG4O63 AMZN.COM/BILL WA | \$439.96 |
| 02/02 | 02/03 | 5531020112DYX7MOP | AMZN MKTP US*8Y70R19I3 AMZN.COM/BILL WA | \$109.58 |
| CYNTHIA HEYSQUIERDO | | | | |
| TOTAL XXXXXXXXXXXX0264 | | | | \$1,535.30 |



CITY OF

Account Number: XXXX XXXX XXXX 0305

INTEREST CHARGE CALCULATION

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

| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Days in Billing Cycle | Interest Charge |
|-----------------|------------------------------|----------------------------------|-----------------------|-----------------|
| Purchases | 18.49% (v) | \$0.00 | 28 | \$0.00 |
| Cash Advances | 18.49% (v) | \$0.00 | 28 | \$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 22-23 Financial Highlights through **February 28, 2023**
Date: March 9, 2023

Below are the following reports for the period ending **February 28, 2023**, or **42%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$4,424,606** for the year as of January. Collections in FY 22-23 are 87.36% of total adjusted tax levy. Total current year Property Taxes Outstanding as of January is **\$640,061**.

In the General Fund, revenues through **1/31/23** are **62.65%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,149,824** for the year as of February. Collections in FY 22-23 are 102% of budget.
2. *Sales Tax* collections through February were **\$1,495,189** or 47.7% of budget. Collections through February in FY 21-22 were **\$1,433,048**.
3. *Licenses & Permits* collections are **\$53,923** for the year, or 30.99% of budget. Collections through February in FY 21-22 were **\$61,840**.
4. *Bauer Center Rentals* through February are **\$30,650** or 38.31% of budget. Collections through February in FY 21-22 were **\$18,900**.
5. *Court Fines* are **\$30,851** for the year, or 25.71% of budget. Collections through February in FY 21-22 were **\$32,736**.

Expenditures in the General Fund for the year are **37.70%** of budget.

Target: 42%

In the Utility Fund, revenues as of **2/28/23** are **29.26%** of budget. In addition:

1. *Metered Water* sales through February are **\$778,689 or 31.15%** of budget.
2. *Residential Sewer* sales through February are **\$371,232 or 29.7%** of budget.
3. *Garbage Billings* through February are **\$318,787 or 35%** of budget.

Expenditures in the Utility Fund for the year are **36.43%** of budget.

Summary – FY 2022-2023 through 2/28/23

| <u>Fund</u> | <u>Revenues</u> | <u>% Budget</u> | <u>Expense</u> | <u>% Budget</u> | <u>Revenues Less Expense</u> |
|-------------|-----------------|---------------------|----------------|---------------------|--------------------------------------|
| General | \$6,499,231 | 62.65% | \$3,662,285 | 37.70% | \$2,836,947 |
| Utility | 2,081,423 | 29.3% | 2,428,515 | 36.43% | (347,092) |
| HOT | 156,619 | 25.7% | 210,666 | 46% | (54,047) |
| Beach | 89,952 | 24.7% | 47,374 | 25.05% | 42,578 |
| Port | 286,884 | 16.5% | 132,624 | 11.8% | 154,260 |
| Total | | | | | 2,632,646 |

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



Port Lavaca
PROPERTY TAX COLLECTION REPORT
January 31, 2023

| | |
|-----------------------------------|--------------|
| TAXES DUE AT CERTIFICATION | 5,080,947.08 |
| Adjustments to Date | -16,279.74 |
| TOTAL TAX LEVY | 5,064,667.34 |

2022 Tax Collections

| | Base | Penalties & Interest | Total |
|--------------------------------------|--------------|----------------------|--------------|
| October | 2,367,370.85 | 0.00 | 2,367,370.85 |
| November | 456,709.33 | 0.00 | 456,709.33 |
| December | 544,010.48 | 0.00 | 544,010.48 |
| January | 1,056,515.19 | 0.00 | 1,056,515.19 |
| February | | | 0.00 |
| March | | | 0.00 |
| April | | | 0.00 |
| May | | | 0.00 |
| June | | | 0.00 |
| July (Delinquent as of July 1, 2022) | | | 0.00 |
| August | | | 0.00 |
| September | | | 0.00 |
| TOTAL | 4,424,605.85 | 0.00 | 4,424,605.85 |

Last Year %
Collected
83.84%

| | | |
|---------------------------------------|------------------------------|--------|
| TRANSFERRED TO DELINQUENT ROLL | % Collected | 87.36% |
| | July, Aug, and Sept Payments | 0.00 |

| | |
|-------------------------------|------------|
| 2022 TAXES OUTSTANDING | 640,061.49 |
|-------------------------------|------------|

| | |
|-----------------------|--------|
| % Current Outstanding | 12.64% |
|-----------------------|--------|

DELINQUENT COLLECTIONS

| | Base | Penalties & Interest | Total |
|--------------|-----------|----------------------|-----------|
| October | 15,508.53 | 3,883.19 | 19,391.72 |
| November | 11,960.20 | 5,936.64 | 17,896.84 |
| December | 29,654.80 | 10,931.51 | 40,586.31 |
| January | 7,327.91 | 3,189.44 | 10,517.35 |
| February | | | 0.00 |
| March | | | 0.00 |
| April | | | 0.00 |
| May | | | 0.00 |
| June | | | 0.00 |
| July | | | 0.00 |
| August | | | 0.00 |
| September | | | 0.00 |
| TOTAL | 64,451.44 | 23,940.78 | 88,392.22 |

DELINQUENT TAXES OUTSTANDING
TOTAL TAXES OUTSTANDING

407,681.31
1,047,742.80

[Signature]
30

COMMUNICATION

SUBJECT: Consider request of Pastor Mike Bender from the Cowboy Fellowship of Port Lavaca Church for the use of Bayfront Peninsula Park Pavilion for an Easter Sunday Sunrise Service on April 09, 2023 from 6:00 a.m. to 12:00 p.m. and waive any fees associated with the event. Presenter is Wayne Shaffer

INFORMATION:



Cowboy Fellowship of Port Lavaca

Section VIII. Item #1.



To the City of Port Lavaca:

The Cowboy Fellowship of Port Lavaca is requesting the use of the Peninsula Pavilion for its annual Easter Sunrise Service on April 9, 2023. We will need it from 6 am to noon.

Thank you for your consideration,

Pastor Mike Bender

Cowboy Fellowship of Port Lavaca
cfportlavaca@gmail.com
www.cowboyfellowshipofportlavaca.com

830-570-3444
PO Box 573 Port Lavaca, Texas 77979
Pastor: Rev. Michael W. Bender

COMMUNICATION

SUBJECT: Consider request of Our Lady of the Gulf Catholic Church to host a walking procession on “Good Friday,” April 07, 2023, from 12:00 p.m. to 2:00 p.m., assistance with traffic control from the Police Department and waive any fees associated with the event.
Presenter is Colin Rangnow

INFORMATION:



Our Lady of the Gulf Catholic Church
415 West Austin Street
Port Lavaca, Texas 77979
Tel: 361-552-6140 Fax: 361-552-4300
Website: www.olgulf.org Email: olg@olgulf.org

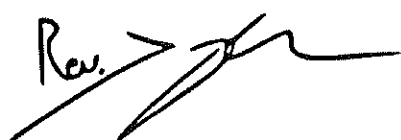
March 7, 2023

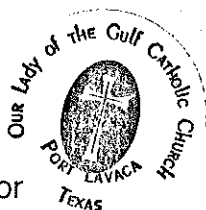
Dear Port Lavaca City Council,

Our Lady of the Gulf Catholic Church is requesting permission to host a walking procession on Good Friday (April 7, 2023) from the Port Lavaca Train Depot to 303 S. Nueces Street. Attached is a diagram of the proposed route. This has become an annual event with about 300 to 350 people participating. The event is planned to begin at 12:00 PM at the Depot, ending about 2:00 PM.

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

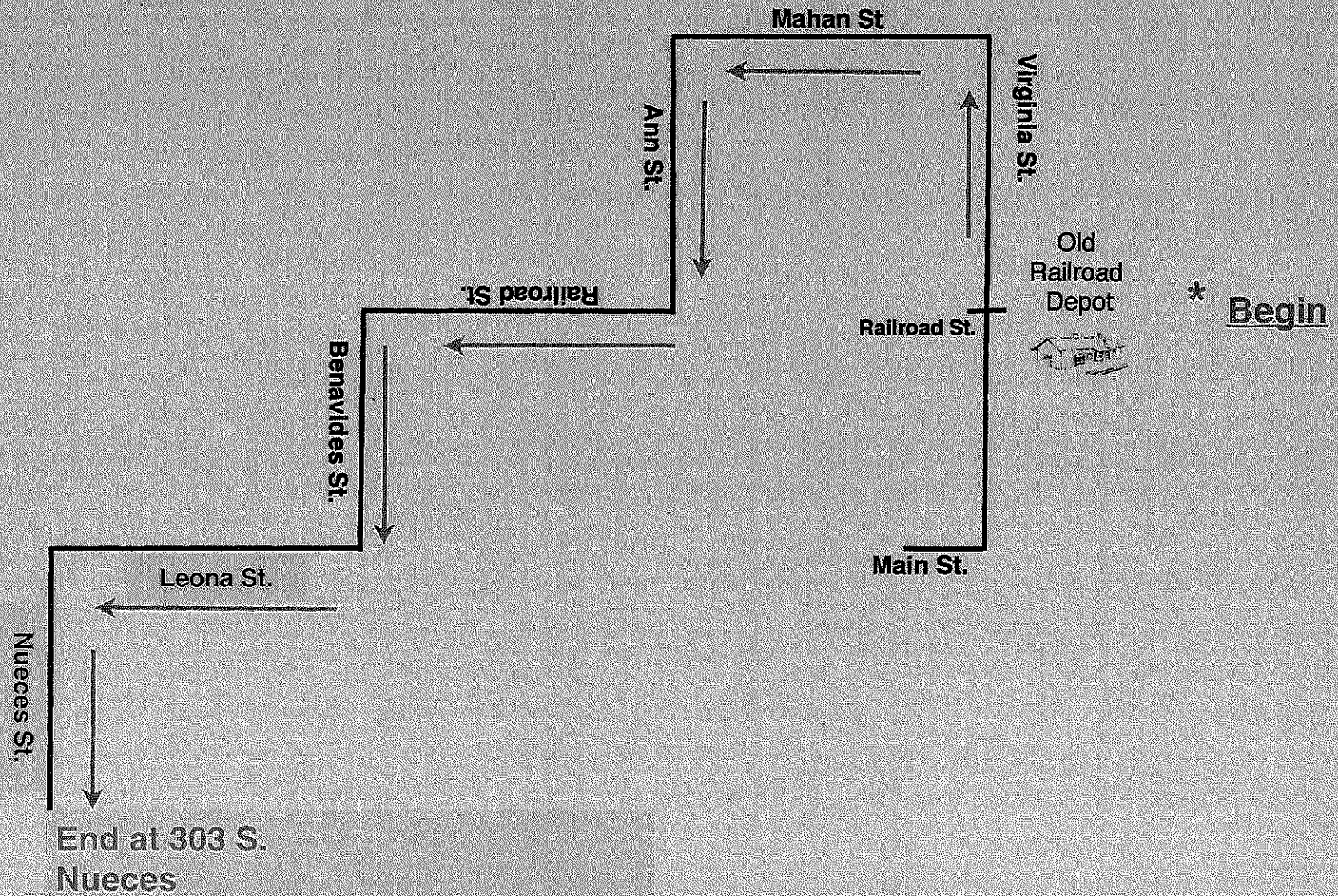
Regards,

Rev. 



Reverend Tommy Chen, Pastor
Our Lady of the Gulf Catholic Church

Proposed Route for Via Cruces/Way of the Cross



COMMUNICATION

SUBJECT: Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 01, 2023 to Noon on Sunday, April 02, 2023. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEMO

MEETING DATE: 03-13-23

TO: JODY WEAVER, INTERIM CITY MANAGER
MAYOR WHITLOW AND CITY COUNCIL MEMEBERS

FROM: TANIA FRENCH

SUBJECT: COUNCIL AGENDA – IGUANA FEST

After being the first community event canceled during 2020 as a result of COVID-19, Iguana Fest makes its return this year on Saturday, April 1.

As in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 01, 2023 to Noon on Sunday, April 02, 2023.

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

Additionally, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 01, 2023 as needed for the event.

Agreement No. _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of _____ Port Lavaca _____, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including _____ U.S. 87 _____, in _____ Calhoun _____, County; and

WHEREAS, the local government has requested the temporary closure of _____ U.S. 87 _____ for the purpose of _____ a community event _____, from _____ 4/1/23 _____ to _____ 4/2/23 _____ as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the _____ 13th _____ day of _____ March _____, 2023 _____, the _____ City Council passed Resolution / Ordinance No. _____ see attached _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Agreement No. _____

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be

Agreement No. _____

able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its Traffic Closure Incorporated (TEA30A)

Agreement No. _____

contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

| Local Government: | State: |
|--|--|
| City of Port Lavaca _____ 202 N. Virginia St. _____ Port Lavaca, TX 77979 _____ _____ | Texas Department of Transportation Traffic Engineer _____ 403 Huck St. _____ Yoakum, TX 77979 _____ |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF PORT LAVACA

Executed on behalf of the local government by:

By _____ Date _____
City Official

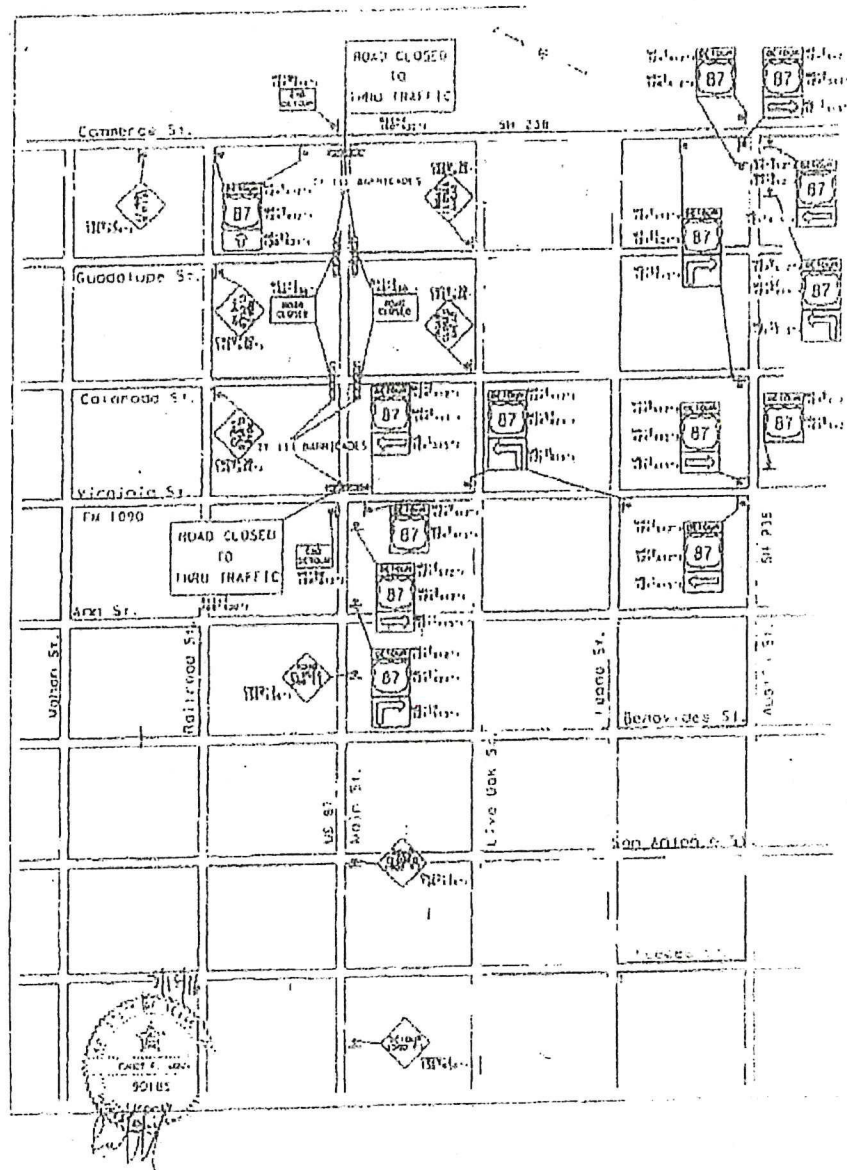
Typed or Printed Name and Title Jack Whitlow
Mayor

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit B





CERTIFICATE OF INSURANCE

Form 1560
(Rev. 8/18)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Port Lavaca

Street/Mailing Address: 202 N Virginia St

City/State/Zip: Port Lavaca, TX 77979-3431

Phone Number: (361) 552 - 9793

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

| Carrier Name: The Texas Municipal League Intergovernmental Risk Pool | | | Carrier Phone #: (800) 537 - 6655 | |
|--|---------------|----------------|-------------------------------------|----------------------------------|
| Address: 1821 Rutherford Lane | | | City, State, Zip: Austin, TX 78754 | |
| Type of Insurance | Policy Number | Effective Date | Expiration Date | Limits of Liability: |
| Workers' Compensation | 9059 | 10-1-2022 | 10-1-2023 | Not Less Than: Statutory - Texas |

COMMERCIAL GENERAL LIABILITY INSURANCE:

| Carrier Name: The Texas Municipal League Intergovernmental Risk Pool | | | Carrier Phone #: (800) 537 - 6655 | |
|--|----------------|-----------------|-------------------------------------|--|
| Address: 1821 Rutherford Lane | | | City, State, Zip: Austin, TX 78754 | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Commercial General Liability Insurance | 9059 | 10-1-2022 | 10-1-2023 | Not Less Than: \$ 600,000 each occurrence |

BUSINESS AUTOMOBILE POLICY:

| Carrier Name: The Texas Municipal League Intergovernmental Risk Pool | | | Carrier Phone #: (800) 537 - 6655 | |
|--|----------------|-----------------|-------------------------------------|--|
| Address: 1821 Rutherford Lane | | | City, State, Zip: Austin, TX 78754 | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Business Automobile Policy | 9059 | 10-1-2022 | 10-1-2023 | Not Less Than: \$ 600,000 combined single limit |

UMBRELLA POLICY (If applicable):

| Carrier Name: | | | Carrier Phone #: () - | |
|--------------------|----------------|-----------------|------------------------|----------------------|
| Address: | | | City, State, Zip: | |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability: |
| Umbrella Policy | | | | |

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

TMLIRP

Address

1821 Rutherford Lane

City, State, Zip Code

Austin, TX 78754

(800) 537 - 6655

Authorized Agent's Phone Number

Authorized Agent Original Signature

7/11/2022
Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

COMMUNICATION

SUBJECT: Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 01, 2023 for Iguana Fest. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEMO

MEETING DATE: 03-13-23

TO: JODY WEAVER, INTERIM CITY MANAGER
MAYOR WHITLOW AND CITY COUNCIL MEMEBERS

FROM: TANIA FRENCH

SUBJECT: COUNCIL AGENDA – IGUANA FEST

After being the first community event canceled during 2020 as a result of COVID-19, Iguana Fest makes its return this year on Saturday, April 1.

As in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 01, 2023 to Noon on Sunday, April 02, 2023.

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

Additionally, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 01, 2023 as needed for the event.

COMMUNICATION

SUBJECT: Consider moving Juneteenth Celebration scheduled for June 16 thru June 18, 2023 from George Adams Park to the Bayfront Peninsula Park and waive any fees associated with the event, except the Alcohol-in-Park-Permit fee. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEMO

MEETING DATE: 03-13-23

TO: JODY WEAVER, INTERIM CITY MANAGER
MAYOR WHITLOW AND CITY COUNCIL MEMEBERS

FROM: TANIA FRENCH

SUBJECT: COUNCIL AGENDA – JUNETEENTH

Due the uncertain status of the drainage construction near George Adams Park during June, we request council consider moving the Juneteenth Celebration from George Adams Park to the Bayfront Peninsula Park, June 16-18 and waive any fees associated with the event.

Jody and I met with representatives of CCIA and Wilkin's Alumni and all are agreeable that we can work together to make this switch and allow the 2023 event to be successful and welcoming to all in the community.

COMMUNICATION

SUBJECT: Receive certification of City Secretary that the candidate for the Single District #3 position, in the May 06, 2023 General Officers Election, is unopposed. Presenter is Mandy Grant


INFORMATION:

CITY OF PORT LAVACA

CC MEETING: March 13, 2023

DATE: 03-01-23

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

FROM: Mandy Grant, City Secretary 

SUBJECT: Certification by City Secretary that Candidate for Council Member in the Single District #3, for the City of Port Lavaca General Officers Election held on the uniform date of May 06, 2023 is Unopposed

BACKGROUND:

Candidate for the City of Port Lavaca General Officers Election held on the uniform date of May 06, 2023 is Unopposed to-wit:

- One Council Member, Single District Three (3), for a term of 3 years; and

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

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

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

RECOMMENDATION:

Receive letter of certification by the City Secretary.

ATTACHMENTS:

Letter of certification by the City Secretary.

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

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

I, Mandy Grant, certify that I am the City Secretary of the City of Port Lavaca, Texas and the authority responsible for preparing the ballot for the May 06, 2023 general city election.
(*Yo, Mandy Grant, certifica que soy la secretaria de la ciudad de Port Lavaca, Texas y la autoridad responsable de preparar la balota para la elección general de la ciudad del 6 de Mayo de 2023*).

I further certify that no proposition is to appear on the ballot for the May 06, 2023 election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:
(*Certifico más lejos que no hay asunto aparecer en la balota para la elección del 6 de Mayo de 2023, ninguna persona he hecho un declaración de candidatura inscrita, y el candidato siguiente esta sin oposición*):

OFFICE (CARGO)

CANDIDATE (CANDIDATO)

Council Member, District #3 (Miembro de Consejo, Distrito #3)

Allen Tippit

DATED this the 13th day of March, 2023 (FECHÓ esto el 13 día de Marzo de 2023)



Mandy Grant, City Secretary
(Mandy Grant, Secretaria de la ciudad)

City of Port Lavaca, Texas (Ciudad de Port Lavaca, Texas)

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

City of Port Lavaca City Hall
Calhoun County Courthouse Lobby
Calhoun County Clerk's Office

202 N. Virginia St.
211 S. Ann Street
211 S. Ann Street

Port Lavaca, Texas
Port Lavaca, Texas
Port Lavaca, Texas

COMMUNICATION

SUBJECT: Consider adopting an order canceling part of the May 06, 2023 General Officers Election, specifically the Single District #3 position and declaring unopposed candidate, Allen Tippit, duly elected as Council Member. Presenter is Mandy Grant


INFORMATION:

CITY OF PORT LAVACA

CC MEETING: March 13, 2023

DATE: 03/01/23

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

FROM: Mandy Grant, City Secretary 

SUBJECT: Consider adopting an order cancelling part of the May 06, 2023 General Officers Election, specifically the Council Member, Single District #3 and declaring the unopposed candidate duly elected

BACKGROUND:

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

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

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

FINANCIAL IMPLICATIONS:

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

IMPACT ON COMMUNITY SUSTAINABILITY:

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

RECOMMENDATION:

Approve and adopt order of cancellation.

ATTACHMENTS:

Order of Cancellation.

ORDER OF CANCELLATION
(ORDEN DE CANCELACIÓN)

The City Council of the City of Port Lavaca, Texas hereby cancels the election scheduled to be held on May 06, 2023 in accordance with Section 2.053(a) of the Texas Election Code. The named candidate has been certified as unopposed and is hereby declared elected:

(El consejo de la ciudad de Port Lavaca, Texas cancela por este medio la elección programar para ser sostenido el 6 de Mayo de 2023 de acuerdo con la sección 2.053 (a) del código de la elección de Texas. Han certificado como sin oposición y por este medio se declara al candidato nombrado elegido):

| CANDIDATE (CANDIDATO) | OFFICE (OFICINA) | TERM (TÉRMINO) |
|------------------------------|---|--------------------------|
| Allen Tippit | Council Member, District #3 <i>(Miembro de consejo, distrito #3)</i> | 3 years <i>3 años</i> |

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

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

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 13th day March, 2023.

(APROBADO Y ADOPTADO por el Consejo de la ciudad de Port Lavaca, Tejas, este día 13 de Marzo de 2023).

Jack Whitlow, Mayor

Jerry Smith, Council Member, Dist. #1

Tim Dent, Council Member, Dist. #2

Allen Tippit, Council Member, Dist. #3

Rosie Padron, Council Member, Dist. #4

Jim Ward, Council Member, Dist. #5

Ken Barr, Council Member, Dist. #6

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

*City of Port Lavaca City Hall
Calhoun County Courthouse Lobby
Calhoun County Clerk's Office*

*202 N. Virginia St.
211 S. Ann Street
211 S. Ann Street*

*Port Lavaca, Texas
Port Lavaca, Texas
Port Lavaca, Texas*

COMMUNICATION

SUBJECT: Consider Lease Agreement with Calhoun County for use of Electronic Voting Equipment for the City of Port Lavaca General Officers Election held on the uniform date of May 06, 2023. Presenter is Mandy Grant


INFORMATION:

CITY OF PORT LAVACA

CC MEETING: MARCH 13, 2023

DATE: 03/01/23

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

FROM: Mandy Grant, City Secretary 

SUBJECT: Lease of Electronic Voting Equipment from Calhoun County for the City's General Officer's Election to be held on uniform date of May 06, 2023

BACKGROUND:

Election Laws require that electronic voting devices be made available to voters.

FINANCIAL IMPLICATIONS:

Costs related to these services include expenses related to seven (7) days of early voting and also for voting on Election Day. The sum of \$798.00 is for leasing this equipment for a total of eight (8) days and this amount has been budgeted for this fiscal year.

IMPACT ON COMMUNITY SUSTAINABILITY:

Helps improve the accuracy of the election process and offers some degree of confidence to our citizens regarding protection of their right to vote.

RECOMMENDATION:

Staff recommends approval of this lease in the sum of \$798.00.

ATTACHMENTS:

Lease from Calhoun County for voting equipment.

VOTING EQUIPMENT LEASE

Section VIII. Item #8.

BASIC TERMS

DATE: 02/27/23

Lessor: Calhoun County, Texas

Lessor's Address: Calhoun County Courthouse

211 S. Ann, Port Lavaca, Texas 77979

Lessee: City of Port Lavaca

Lessee's Address: 202 N. Virginia St. Port Lavaca, Texas 77979

Equipment

1 (number) voting machine described as ES&S Express Vote BMD

Term (days): 3

Commencement Date: April 24, 2023

Termination Date: May 06, 2023

Rent: Early voting: 1 machine @ \$3,325.00 for 7 days X 3% = \$698.25

Election day 1 machine @ \$3,325.00 for 1 day X 3% = \$99.75

Rent Total: \$798.00

Security Deposit: \$0.00

Permitted Use: Early Voting & Election Day

Clauses and Covenants

A. Lessee agrees to –

1. Lease the Equipment for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the voting equipment in its present condition "AS IS," the equipment being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use of the voting equipment and (b) any requirements imposed by the utility companies serving or insurance companies covering the Premises.
4. Take reasonable care not to damage or destroy the equipment.
5. Purchase and provide at the renters' own expense all ballots, software, programming and supplies necessary for the proper use of the voting machines.
6. Repair, replace, and maintain the voting equipment, normal wear excepted.
7. Return the voting machines to the County at the end of the lease term.
8. INDEMNIFY, DEFEND AND HOLD LESSOR AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEE AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN THE USE OF THESE VOTING MACHINES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF ANY INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES

PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF CALHOUN BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CALHOUN COUNTY.

B. Lessee agrees not to –

1. Use the equipment for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the equipment in any way that would increase insurance premiums or void insurance on the equipment.
5. Change Lessor's equipment.
6. Alter the equipment.
7. Allow a lien to be placed on the equipment.

C. Lessor agrees to –

1. Lease to Lessee the equipment for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services and instruction on the use and function of the equipment.
3. Repair, replace, and maintain the equipment as provided by the manufacture warranty on the equipment and to the extent of this warranty only.

D. Lessor agrees not to –

1. Interfere with Lessee's possession of the equipment as long as Lessee is not in default.
2. Interfere in any way with the election and the use of the equipment during the election being held by the Lessee.

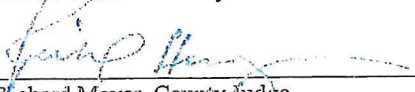
E. Lessor and Lessee agree to the following:

1. *Alterations.* Any physical additions or improvements to the equipment made by Lessee will become the property of Lessor. Lessor may require that Lessee, at the of the Term and at Lessee's expense, remove any physical additions and improvements, repair any alternations, and restore the equipment to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Lessee's covenant to pay Rent and Lessor's covenants are independent. Except as otherwise provided, Lessee will not be entitled to abate Rent for any reason.
3. *Insurance.* Lessee and Lessor will maintain the respective PERSONAL PROPERTY insurance coverage's on equipment owned by them, being used by them or under their protection, possession or control.
4. *Release of Claim/Subrogation.* LESSOR AND LESSEE RELEASE EACH OTHER AND LEINHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE EQUIPMENT, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE EQUIPMENT, AND LOSS THAT ARE COVERED BY THE RELEASING INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PERSONAL 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. LESSOR AND LESSEE WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PERSONAL 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 THE WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

5. *Alternative Dispute Resolution.* Lessor and Lessee agree to mediate in good faith before filing suit for damages.
6. *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.
7. *Venue.* Exclusive venue is in the county in which the Premises are located.
8. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
9. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Lessor and Lessee.
10. *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.
11. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when 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, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notices may be changed by written notice delivered as provided herein.

Lessor: Calhoun County Texas


Richard Meyer, County Judge

Lessee: City of Port Lavaca

By: _____
Title: _____

COMMUNICATION

SUBJECT: Consider Resolution No. R-031323-1E of the City of Port Lavaca to appoint Election Judges for the City's General Officers Election held on the uniform date of May 06, 2023. Presenter is Mandy Grant


INFORMATION:

CITY OF PORT LAVACA

CC MEETING: MARCH 13, 2023

DATE: 03/01/23

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

FROM: Mandy Grant, City Secretary 

SUBJECT: Resolution No. R-031323-1E, Appointing Election Judges for the May 06, 2023 City Officers General Election

BACKGROUND:

The City of Port Lavaca has chosen to have their General Officer's Elections on the first Saturday in May of each year; therefore, Saturday, May 06, 2023, is the uniform date scheduled for the City of Port Lavaca General Officer's election.

Terms will expire for the Council Member Position in Single District 1.

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

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

FINANCIAL IMPLICATIONS:

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

IMPACT ON COMMUNITY SUSTAINABILITY:

Elections determine the leadership of our City.

RECOMMENDATION:

Staff recommends approval of Resolution No. R-031323-1E.

ATTACHMENTS:

Resolution No. R-031323-1E.

RESOLUTION #R-031323-1E

RESOLUTION TO APPOINT ELECTION OFFICERS; DESIGNATE EARLY VOTING BALLOT BOARD; SPECIFY COMPENSATION RATE OF ELECTION OFFICERS; ROLE OF CITY SECRETARY AND/OR ASSISTANT CITY SECRETARY; SPECIFY UNIFORM DATE OF MAY 06, 2023 TO HOLD GENERAL OFFICERS ELECTION IN THE CITY OF PORT LAVACA, TEXAS;

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

WHEREAS, in addition, that the general officers' election has been ordered for Saturday, May 06, 2023 by Resolution #R-010923-1E adopted on January 09, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 13th day March, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

AW4-10
 Prescribed by Secretary of State
 Sec. 32.008, Texas Election Code
 3/07

ORDER OF APPOINTMENT FOR ELECTION JUDGES AND ALTERNATES

The City Council of the City of Port Lavaca, Texas, does hereby appoint the following election judges and alternate judges for the General Election to be held on May 06, 2023.

| | |
|-------------------|---|
| Augustin Rojas | Presiding Judge |
| Janie Delgado | Alternate Judge |
| Michael Moehler | Presiding Judge for the Early Voting Ballot Board and the Central Counting Station |
| Mary Lou Tharling | Alternate Judge for the Early Voting Ballot Board and the Central Counting Station |

It is hereby directed that the City Secretary send Notice of Appointment to each election judge of their appointment for the election as stated above, in accordance with the Texas Election Code, Chapter 32A, Sec. 32.009.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 13th day March, 2023.

 Jack Whitlow, Mayor

 Jerry Smith, Councilman Dist. 1

 Tim Dent, Councilman Dist. 2

 Allen Tippit, Councilwoman Dist. 3

 Rosie Padron, Councilwoman Dist. 4

 Jim Ward, Councilman Dist. 5

 Ken Barr, Councilman Dist. 6

By Resolution No. R-031323-1E

COMMUNICATION

SUBJECT: Consider recommendation of the City's Court Security Committee to contract with U. S. Court Security Concepts, LLC for a security assessment of City Hall for a fee of \$5,000.00 and consider authorization from Council to pay this expenditure from the Building Security Fund. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: MARCH 13, 2023**AGENDA ITEM __**

DATE: 3.09.2023
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: SECURITY ASSESSMENT OF CITY HALL

BACKGROUND:

The Court Security Committee recently met and is recommending to contract with U.S. Court Security Concepts, LLC of San Angelo, Texas to perform a Security Assessment of not only City Hall chambers when it serves as our courtroom, but also the entirety of City Hall. I spoke with Mr. Randy Harris of U.S.CSC and he can perform this assessment and prepare a report for a fee of \$5,000. (There is an additional fee if we later would like him to make a presentation to Council).

The Court Security Committee is requesting Council approval to use Court Security Funds to pay for this consulting fee.

RECOMMENDATION: Approve the use of Court Security Funds to pay for the consulting fee of U.S. Court Security Concepts, LLC to perform a security assessment per the proposal.

ATTACHMENTS:

- Proposal of U.S. Court Security Concepts, LLC

For more information you can look at the website at www.courtsecurityconcepts.com



U.S. Court Security Concepts, LLC
P.O. Box 1662
San Angelo, TX 76902

Jodie Weaver
City Manager
City of Port Lavaca Texas

Dear Ms. Weaver,

Thank you for your recent inquiry regarding a security assessment of your city hall and Municipal court. The cost proposal for the assessment is as follows:

| | |
|--|-------------------|
| Security Assessment | \$5000.00 |
| (Includes daytime and nighttime site visit with a comprehensive report including recommended actions for improvement.) | |
| Document/Building Plan Review (if necessary) | \$150.00 per hour |
| Produce Written Security Policy for the Facility | \$1500.00 |
| Produce Written Emergency Plan for the Facility | \$1500.00 |
| Produce Written Security Policy and Emergency Plan | \$2500.00 |
| On Site Presentation of Report (if requested) | \$1500.00 |

Please let contact me with any questions that you may have. 325 315-4209

Sincerely,

Randy Harris
Director of Operations/Training

U.S. Court Security Concepts, LLC

Court Security Consulting Services

U.S. Court Security Concepts, LLC is now offering consulting services. Court Security Specialist Randy Harris is experienced in providing security assessments for court facilities, government buildings, and private business.

Assessment functions may include but are not limited to the following:

- On site evaluation – This is a field assessment of the site by the consultant to gain a better understanding of the building(s). Inspection of all areas as well as interviews of stake holders in the facility are necessary to make a complete assessment of risk as well as what procedures are already in place to mitigate risk.
- Policy evaluation – The consultant will review current policy, emergency plans, and procedures for risk mitigation.
- Production of written plans – If requested, the consultant will write or update policy and emergency plans.
- Building plan evaluation – New building plans will be evaluated for security design if applicable.
- Assessment report on completion – A complete report will be issued to the customer at the end of the process that includes observations gained during the site visit along with opportunities for improvement.

Bio: Randy Harris is the Constable for Precinct 4 in Tom Green County where his duties include civil process and law enforcement. His broad experience in law enforcement began in 1979 and includes 5 command positions as the chief law enforcement officer. He holds Master Peace Officer, Instructor, Court Security Specialist, Civil Process Proficiency Certificate, and Crime Prevention Inspector Certifications with the Texas Commission on Law Enforcement (TCOLE) and has a Bachelor of Science Degree in Criminal Justice Administration.

During his law enforcement tenure, Mr. Harris has more than thirty years of experience in court security operations at the Federal and local levels. This experience includes the participation in planning and operations of the first post 9/11 terrorist trial in the Federal Courts of the Holy Land Foundation in Dallas, TX and the Warren Jeffs FLDS trials held in San Angelo, TX.

Mr. Harris participated with TCOLE in writing the curriculum for the Court Security Specialist Certificate program, the TCOLE 10999 Court Security Officer curriculum and has taught many court security classes to law enforcement officers and court personnel. He currently is serving on the Court Security and Emergency Preparedness Advisory Committee for the Supreme Court of Texas.

He has been teaching since 1985 in many areas including firearms, defensive tactics, criminal law, civil law, court security, and management. His students include law enforcement officers, security

officers, judges, and court staff throughout the State of Texas and other states. Mr. Harris has been part of the faculty and advisory board with the Texas Municipal Courts Education Center and faculty with Texas Justice Court Training Center. He has served as guest speaker at the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT) at Sam Houston State University, Texas Police Chief's Association, Sheriff's Association of Texas, Texas Marshal Association, and the International Association of Chiefs of Police.

Mr. Harris has worked in the field of security and technology providing security assessments on courts and government buildings and consulting to law enforcement and government entities. During this time, he has performed many security assessments on court facilities in various places in the United States.

Randy has held memberships in the Sheriffs Association of Texas, The Texas Police Chiefs Association, The International Association of Chiefs of Police, Texas Municipal Police Association, Texas JP and Constable Association, Texas Crime Prevention Association, National Sheriffs Association, Texas Marshals Association, and the American Society for Industrial Security (ASIS).

COMMUNICATION

SUBJECT: Consider recommendation of the City's Court Security Committee to amend the City of Port Lavaca HR and Workplace Policies Chapter 5 Compensation, Section 5.07 Incentive Pay Program by adding certification pay for Court Bailiffs at \$50.00 month and consider authorization from Council to pay this expenditure from the Building Security Fund. Presenter is Mandy Grant

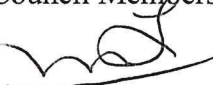
INFORMATION:

CITY OF PORT LAVACA

CC MEETING: MARCH 13, 2023

DATE: 03/09/23

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

FROM: Mandy Grant, City Secretary 

SUBJECT: Consider recommendation of the City's Court Security Committee to amend the City of Port Lavaca HR and Workplace Policies Chapter 5 Compensation, Section 5.07 Incentive Pay Program by adding certification pay for Court Bailiffs at \$50.00 month and consider authorization from Council to pay this expenditure from the Building Security Fund.

BACKGROUND:

The Court Security Committee met on February 02, 2023 and Chairman, Judge Raymond B. Perez, formed an Ad Hoc Committee consisting of Councilman Dent and City Secretary Grant to meet with Interim City Manager Weaver and Human Resources Garza to discuss an amendment to the HR and Workplace Policies Chapter 5 Compensation, Section 5.07 Incentive Pay Program by adding certification pay for Court Bailiffs.

The Court Ad Hoc Committee met on February 20, 2023 with Weaver and Finance Director Lang. It was the consensus of all that the amount recommended will be \$50.00 per month. Proof of Original Certification and annual Renewal Certification will be provided to Human Resources (HR) in order to be eligible for payment. HR may require Department Head to turn in a Personnel Change Record (PCR).

FINANCIAL IMPLICATIONS:

Finance Director Lang provided an analysis of the Court Building Security Fund paying for three (3) Certified Court Bailiffs and showed that a \$50.00 per month payment should be sustainable using only these funds. Authorization from Council is required to fund the certification pay from the Court Building Security Fund.

IMPACT ON COMMUNITY SUSTAINABILITY:

Keeps the public and the Court secure.

RECOMMENDATION:

Staff recommends approval of amendment to the HR Policy to add certification pay for the Court Bailiffs and authorization from Council to fund the certification pay from the Court Building Security Fund.

ATTACHMENTS:

Certification Pay Analysis for the Court Bailiffs

CITY OF PORT LAVACA
CERTIFICATION PAY ANALYSIS
MUNICIPAL COURT BAILIFFS

Section VIII. Item #11.

| BALIFF POSITIONS | MONTHLY CERTIFICATION PAY (EACH) | TOTAL MONTHLY | TOTAL ANNUAL | BENEFIT % | TOTAL W/ BENEFITS |
|---------------------|--|------------------|-----------------|-----------|----------------------|
| 3 | 125 | 375.00 | 4500 | 12.85% | 5,078.25 |
| 3 | 100 | 300.00 | 3600 | 12.85% | 4,062.60 |
| 3 | 50 | 150.00 | 1800 | 12.85% | 2,031.30 |

BUILDING SECURITY FUND BALANCE

| Fiscal Year | Fund Balance | Net Change |
|-------------|-----------------|--------------------------|
| 2013 | 18,327.52 | |
| 2014 | 17,857.15 | (470.37) |
| 2015 | 20,627.08 | 2,769.93 |
| 2016 | 23,381.76 | 2,754.68 |
| 2017 | 25,570.71 | 2,188.95 |
| 2018 | 28,833.37 | 3,262.66 |
| 2019 | 27,439.65 | (1,393.72) * Grant Match |
| 2020 | 31,874.63 | 4,434.98 |
| 2021 | 35,002.34 | 3,127.71 |
| 2022 | 39,828.65 | 4,826.31 |

| | |
|---------|----------|
| Average | 2,389.01 |
|---------|----------|

Rate of Depletion - Building Security Fund

\$100 per month with 3 Bailiffs

| Fiscal Year | Beginning Balance | Average Net Change | Annual Certification | Ending Balance |
|-------------|----------------------|-----------------------|-------------------------|-------------------|
| 2023 | 39,828.65 | 2,389.01 | 4,062.60 | 38,155.06 |
| 2024 | 38,155.06 | 2,389.01 | 4,062.60 | 36,481.48 |
| 2025 | 36,481.48 | 2,389.01 | 4,062.60 | 34,807.89 |
| 2026 | 34,807.89 | 2,389.01 | 4,062.60 | 33,134.31 |
| 2027 | 33,134.31 | 2,389.01 | 4,062.60 | 31,460.72 |
| 2028 | 31,460.72 | 2,389.01 | 4,062.60 | 29,787.14 |
| 2029 | 29,787.14 | 2,389.01 | 4,062.60 | 28,113.55 |
| 2030 | 28,113.55 | 2,389.01 | 4,062.60 | 26,439.97 |
| 2031 | 26,439.97 | 2,389.01 | 4,062.60 | 24,766.38 |
| 2032 | 24,766.38 | 2,389.01 | 4,062.60 | 23,092.79 |
| 2033 | 23,092.79 | 2,389.01 | 4,062.60 | 21,419.21 |
| 2034 | 21,419.21 | 2,389.01 | 4,062.60 | 19,745.62 |
| 2035 | 19,745.62 | 2,389.01 | 4,062.60 | 18,072.04 |
| 2036 | 18,072.04 | 2,389.01 | 4,062.60 | 16,398.45 |
| 2037 | 16,398.45 | 2,389.01 | 4,062.60 | 14,724.87 |
| 2038 | 14,724.87 | 2,389.01 | 4,062.60 | 13,051.28 |
| 2039 | 13,051.28 | 2,389.01 | 4,062.60 | 11,377.70 |
| 2040 | 11,377.70 | 2,389.01 | 4,062.60 | 9,704.11 |
| 2041 | 9,704.11 | 2,389.01 | 4,062.60 | 8,030.52 |
| 2042 | 8,030.52 | 2,389.01 | 4,062.60 | 6,356.94 |
| 2043 | 6,356.94 | 2,389.01 | 4,062.60 | 4,683.35 |
| 2044 | 4,683.35 | 2,389.01 | 4,062.60 | 3,009.77 |
| 2045 | 3,009.77 | 2,389.01 | 4,062.60 | 1,336.18 |
| 2046 | 1,336.18 | 2,389.01 | 4,062.60 | (337.40) |

@ \$125 = 2037

@ \$50 = Sustainable

COMMUNICATION

SUBJECT: Consider addition of the new Job Class/Title of Police Cadet within the City's Compensation Plan. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MARCH 13, 2023**AGENDA ITEM** _____**DATE:** 3/7/23**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** SUSAN LANG, FINANCE DIRECTOR **SUBJECT:** CONSIDER ACTION ON COMPENSATION PLAN – POLICE CADET

Background:

In an effort to enhance the recruiting process for qualified applicants for vacant police officer positions, the City has attempted numerous efforts over the past year which include reimbursement of police academy tuition and expenses. Unfortunately, those efforts are not enough, and we find ourselves competing with other agencies where they pay Police Officer candidates a full-time salary while the candidate attends the academy.

The City has a contract in place that has been approved by the City Attorney, for recruiting purposes, to reimburse for training and expenses, which also addresses full-time pay, however we realized that we need to amend the City's salary structure in order to accommodate for the Cadet position.

The Cadet position is only to be used in place of a vacant Police Officer position and will not increase the number of full-time positions budgeted for the City.

Financial Implications:

None. This position is to temporarily replace a budgeted vacant Police Officer position and is at a substantially lower pay.

Comprehensive Master Plan:

Promoting Quality of Life and Protecting Investments

Recommendation: Staff recommends the approval of the new Job Class/Title along with the associated job description.

Attachments:

Salary Structure

Police Cadet Job Description

Reimbursement Contract

CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2022

Section VIII. Item #12.

| Pay Grade | Job Class/Title | Min | Midpoint | Max |
|-----------|---|--------------|--------------|--------------|
| 28 | Janitor | \$ 25,577.12 | \$ 30,090.73 | \$ 34,604.34 |
| | Part-time Animal Shelter Attendant | \$ 12.30 | \$ 14.47 | \$ 16.64 |
| 33 | Municipal Court Clerk | \$ 32,930.83 | \$ 38,693.72 | \$ 44,456.62 |
| | | \$ 15.83 | \$ 18.60 | \$ 21.37 |
| 34 | Accounting Clerk | | | |
| | CVB Maintenance Worker | | | |
| | Dispatcher | | | |
| | Meter Technician | | | |
| | Parks Maintenance Worker | \$ 34,577.37 | \$ 40,628.41 | \$ 46,679.45 |
| | Street Maintenance Worker | \$ 16.62 | \$ 19.53 | \$ 22.44 |
| | Utilities Maintenance - WWTP | | | |
| | Utility Billing Customer Service Representative | | | |
| | Utility Maintenance Worker | | | |
| | Utility Maintenance-Construction | | | |
| 35 | Animal Control Officer | | | |
| | Development Coordinator/Permit Technician | \$ 36,306.24 | \$ 42,659.83 | \$ 49,013.42 |
| | Heavy Equipment Operator | | | |
| | Police Cadet | \$ 17.45 | \$ 20.51 | \$ 23.56 |
| 36 | Administrative Assistant | | | |
| | Code Enforcement Officer | | | |
| | Lead Dispatcher/Administrative Assistant | \$ 38,121.55 | \$ 44,792.82 | \$ 51,464.09 |
| | Records Clerk/Dispatcher | \$ 18.33 | \$ 21.54 | \$ 24.74 |
| | Utilities Operator - WWTP C | | | |
| 37 | Customer Service Supervisor | | | |
| | Parks Crew Leader | | | |
| | Streets Crew Leader | | | |
| | Senior Animal Control Officer | \$ 40,027.63 | \$ 47,032.46 | \$ 54,037.30 |
| | Utilities Crew Leader -WWTP | \$ 19.24 | \$ 22.61 | \$ 25.98 |
| | Utilities Operator - WWTP B | | | |
| | Utilities Operator - WWTP B | | | |
| | Utility Crew Leader | | | |
| 38 | Exec. Assistant to CM / HR Coordinator | \$ 42,029.01 | \$ 49,384.08 | \$ 56,739.16 |
| | Utilities Operator - WWTP A | \$ 20.21 | \$ 23.74 | \$ 27.28 |
| 40 | Accountant | \$ 46,336.98 | \$ 54,445.95 | \$ 62,554.92 |
| | Assistant City Secretary | \$ 22.28 | \$ 26.18 | \$ 30.07 |
| 41 | Firefighter/Engineer (2912 hours) | \$ 48,593.01 | \$ 57,168.25 | \$ 65,743.49 |
| | | \$ 16.69 | \$ 19.63 | \$ 22.58 |
| 42 | | \$ 51,086.52 | \$ 60,026.66 | \$ 68,966.80 |
| | Patrol Officer (2236 hours) | \$ 22.85 | \$ 26.85 | \$ 30.84 |
| | Senior Accountant (2080 hours) | \$ 24.56 | \$ 28.86 | \$ 33.16 |

New hires exceeding 5% above minimum require City Manager Approval.

**CITY OF PORT LAVACA
SALARY STRUCTURE
10/1/2022**

Section VIII. Item #12.

| Pay Grade | Job Class/Title | Min | Midpoint | Max |
|-----------|---------------------------------|---------------|---------------|---------------|
| 44 | Fire Lieutenant (2912 hours) | \$ 56,322.89 | \$ 66,179.40 | \$ 76,035.90 |
| | | \$ 19.34 | \$ 22.73 | \$ 26.11 |
| | Police Corporal (2236 hours) | \$ 25.19 | \$ 29.60 | \$ 34.01 |
| 45 | Parks Superintendent | | | |
| | Streets Superintendent | \$ 59,139.03 | \$ 69,488.37 | \$ 79,837.70 |
| | Utilities Superintendent | \$ 28.43 | \$ 33.41 | \$ 38.38 |
| 46 | Detective-Sergeant (2080 hours) | \$ 62,095.99 | \$ 72,962.78 | \$ 83,829.58 |
| | | \$ 29.85 | \$ 35.08 | \$ 40.30 |
| | Patrol Sergeant (2236 hours) | \$ 27.77 | \$ 32.63 | \$ 37.49 |
| | Harbor Master (2080 hours) | \$ 29.85 | \$ 35.08 | \$ 40.30 |
| 47 | Fire Captain (2912 hours) | \$ 65,119.28 | \$ 76,610.92 | \$ 88,102.56 |
| | | \$ 22.36 | \$ 26.31 | \$ 30.26 |
| 48 | Patrol Lieutenant (2080 hours) | \$ 68,375.25 | \$ 80,441.47 | \$ 92,507.69 |
| | CID Lieutenant (2080 hours) | \$ 32.87 | \$ 38.67 | \$ 44.47 |
| 49 | City Secretary/Court Manager | \$ 71,794.01 | \$ 84,463.54 | \$ 97,133.07 |
| | | \$ 34.52 | \$ 40.61 | \$ 46.70 |
| 53 | Director of Finance | | | |
| | Director of Development Svs | \$ 87,375.29 | \$ 102,665.96 | \$ 117,956.64 |
| | Director of Public Works | \$ 42.01 | \$ 49.36 | \$ 56.71 |
| 54 | | \$ 91,629.37 | \$ 107,799.26 | \$ 123,969.15 |
| 55 | Police Chief | \$ 96,210.84 | \$ 113,189.22 | \$ 130,167.61 |
| | Fire Chief | \$ 46.26 | \$ 54.42 | \$ 62.58 |
| 61 | City Manager | \$ 135,378.31 | \$ 159,268.61 | \$ 183,158.90 |
| | | \$ 65.09 | \$ 76.57 | \$ 88.06 |



JOB TITLE: Police Cadet
DEPARTMENT: Police
SALARY RANGE: \$36,306.24 to \$49,013.42 per year

Pay Grade: 35

JOB DEFINITION:

The Police Cadet is an entry-level non-sworn position with the City of Port Lavaca. This position is intended for the best qualified applicant who will be brought on as a city employee and sent to an area police academy to receive their state peace officer certification.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties and responsibilities. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and duties performed by incumbents of this class. Essential duties and responsibilities may include, but are not limited to, the following:

- Will attend an area Police Academy and other formal police training programs established to qualify the incumbent for State certification and promotion to Police Officer.
- Trains and participates in the operation of two-way radios, and other communications equipment used in receiving and transmitting messages.
- Develops knowledge and proficiency in the interpretation of Federal, State and Local laws and ordinances, and Police Department policies and regulations.
- Develops skill and proficiency in the use and care of firearms.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of:

- Knowledge of criminal law, investigation, statutes, ordinances, and crime prevention methods.
- Knowledge of departmental policies, procedures, rules and regulations and FCC rules and regulations regarding radio communication.
- Knowledge of good safety practices in the care and use of firearms.

Skill in:

- Skill in oral and written communications.
- Skill in handling multiple tasks and prioritizing.
- Skill in using computers and related software applications.
- Skill in data analysis and problem solving.
- Skill in operating motorized vehicles.
- Skill in operation of two-way radio equipment.

MINIMUM QUALIFICATIONS:

High School Diploma or GED equivalent; AND successful completion of Police Academy training.

- State of Texas driver's license is required.
- Must be a current U.S. citizen (born naturalized)
- Graduation from an accredited high school or equivalent.
- Age must be at least 20.5 at the time of application.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment, and in the field. Must maintain a level of physical fitness to meet Department standards.

TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT THAT WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE CADET. THE CITY IS AN AT-WILL EMPLOYER AND THE CADET IS AN AT-WILL EMPLOYEE.

This Agreement, is made by and between the City of Port Lavaca, Texas, a municipal corporation, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Cadet."

WHEREAS, the City has hired the Cadet for the position of Police Officer Cadet; and

WHEREAS, the City has agreed to pay for the Cadet's tuition while attending the

_____ Police Academy;

NOW, THEREFORE, THE CITY AND THE CADET, FOR CONSIDERATION HEREIN SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. CITY'S RESPONSIBILITIES

- A. City shall pay all of Cadet's tuition and other related expenses charged by _____ to attend the _____ Police Academy. An estimated statement of the costs is attached hereto as Exhibit A and made a part hereof. The training expenses will be based on actual costs incurred. Upon the Cadet's successful completion of training at the Academy and certification as a law enforcement officer, the City shall provide the Cadet with an itemization of Total Training Expenses incurred by the City. The itemization shall also be placed in Cadet's personnel file.
- B. City will pay Cadet the Police Officer Cadet salary while attending the Academy.
- C. Upon completion of the Academy and certification as a law enforcement officer, City will employ Cadet as a Patrol Officer. Cadet is not guaranteed a specific assignment or a definite term of employment.

II. CADET'S RESPONSIBILITIES

- A. Cadet shall be accepted into and successfully complete the Academy.
- B. Cadet shall remain employed with the City for a period not less than two (2) years from the first date of employment following completion of the Academy.
- C. If Cadet does not complete the Academy or ceases working for the City for any reason except lay-off or personal long term disability, Cadet shall reimburse the City for the Total Training Expenses incurred to date.
- D. The Cadet hereby expressly acknowledges that the City is entering into this Agreement to facilitate the bona fide employment of the Cadet as a police officer by the City. Accordingly, the Cadet acknowledges that the Cadet is not entering into this Agreement to achieve certification as a law enforcement officer by way of "sponsorship" to the Academy.

III. Costs Subject to Reimbursement Obligation

- A. In the event the Cadet must reimburse the City as provided in Section 2, the Cadet shall reimburse the City for all sums expended by the City in connection with the Cadet's training, including tuition, supplies, equipment and other expensed incurred during training.
- B. Credit for service rendered shall be given against the Reimbursement Obligation as follows:
 - 1. Full repayment (100%) of the Reimbursement Obligation is required if Cadet ceases to be employed as a Police Officer within the first twelve months after completion of Training.
 - 2. Half repayment (50%) of the Reimbursement Obligation is required if Cadet ceases to be employed as a Police Officer after the first twelve months but before the completion of twenty-four months after completion of Training.
 - 3. Any absence from work due to illness, non-duty related injury or other cause for a period of greater than two (2) weeks shall be excluded from the time calculations of service rendered.

IV. Terms of Repayment

- A. In the event the Cadet is required to reimburse the City, the City will withhold payment of general leave time, compensatory time, etc., to apply to the Reimbursement Obligation. The remaining Reimbursement Obligation shall be subtracted from Cadet's final paycheck. If the Cadet's final paycheck is insufficient to cover the total amount, the remaining Reimbursement shall be paid by the Cadet within thirty (30) days of cessation of employment.
- B. At the option of the City, repayment of the remaining Reimbursement Obligation may be made in monthly installments of no less than one-twelfth (1/12) of the total remaining amount payable on or before the first day of each month, beginning with the month following cessation of employment.
- C. The Cadet hereby agrees that in the event the City incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Cadet will pay such reasonable expenses in addition to the Reimbursement Obligation then due.

V. MISCELLANEOUS PROVISIONS

- A. This Agreement is governed by the laws of the State of Texas and venue shall lie in Calhoun County, Texas.
- B. Entire Contract: This Agreement constitutes the entire agreement between City and Cadet, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.
- C. Partial Invalidity: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Colin Rangnow, Police Chief

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

CADET

By:

Printed Name
Title : Cadet

EXHIBIT A

Estimate of Anticipated Reimbursable Expenses

| | | |
|---------------------------------------|----|-------|
| Training (Academy) Tuition | \$ | _____ |
| Supplies/ Books | \$ | _____ |
| Equipment (Uniforms, Duty Gear, Ammo) | \$ | _____ |
| Other Expenses | \$ | _____ |

| | | |
|-----------------------|----|-------|
| <u>TCOLE Exam Fee</u> | \$ | _____ |
|-----------------------|----|-------|

| | | |
|-------|----|-------|
| TOTAL | \$ | _____ |
|-------|----|-------|

COMMUNICATION

SUBJECT: Consider City of Port Lavaca's annual optional Homestead Tax exemption within the Calhoun County Appraisal District for the 2023 tax year. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: MARCH 13, 2023

AGENDA ITEM _____

DATE: 3/7/23

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR 

SUBJECT: CONSIDER ACTION ON OPTIONAL HOMESTEAD EXEMPTION FOR 2023

Each year, the governing bodies are asked to review their Optional Homestead, 65 and Over, and Disable Person exemptions for the coming tax year. Calhoun County's appraisal district has asked that we notify the appraisal district no later than April 1, 2023, if any changes are to be made for the 2023 tax year.

The appraisal district has provided a comparison of 2022 Tax Rates and Entity Exemptions of surrounding jurisdictions for your review, and staff has created some additional information from which you may find helpful.

Local Optional Homestead Exemption

Just as the title says, this exemption is *optional*, and is up to the local jurisdiction to determine (within the guidelines of the State Legislature) the amount of exemption granted. Fiscal Year 2022-23 is the third year for the City to grant this optional exemption on a principal residence at the rate of 10%. Sixty percent (60%) of Single Family residences in the City take advantage of this generous exemption. This exemption affords homeowners, collectively, with \$29,447,872 in reduced value against their property taxes, which amounts to 7% of the City's total taxable property values, which is an increase of 2% from the previous fiscal year.

For the average homestead, the reduction amounts to a savings of \$87.65 per year in property taxes. For the City, this exemption reduces the property tax revenue by over \$230,000 each year.

The City has the option to grant the Homestead exemption up to a maximum of 20%, but the minimum exemption cannot be less than \$5,000, if granted. Meaning, if the value of a Homestead is such that the current 10% exemption only grants \$3,500 in exempt value, the exemption, by default, will amount to \$5,000 as a minimum.

Local Optional 65 and Over Exemption

This optional exemption may be increased or decreased with little oversight from the State Legislature. The City currently grants \$10,000 for individuals over 65 as an additional exemption, which matches the required mandatory exemption imposed on school districts. Approximately 25% of the City's single family residential properties receive the exemption, which amounts to over \$70,000 in reduced property tax revenue to the City each year. The optional 65 and Over exemption reduces the taxable property values by two percent (2%) each year. Individuals receiving this exemption receive a \$79 reduction in property taxes each year.

We have provided eight (8) years of trending information for each option for your review, and we hope this information will be useful for this year's decision-making effort.

Recommendation: Staff recommends the City adopts the existing exemptions for both Homestead at 10% and 65 and Over at \$10,000 which are the same as last year.

CITY OF PORT LAVACA

Annual Optional Homestead Exemption Review

Local Option Percentage Homestead (no less than \$5,000 to Maximum 20%) Current = 10%

| Fiscal Year Tax Year | 2023 2022 | 2022 2021 | 2021 2020 | 2020 2019 | 2019 2018 | 2018 2017 | 2017 2016 | 2016 2015 |
|---------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Taxable Value @ Certification | \$ 547,305,460 | \$ 516,349,180 | \$ 497,537,849 | \$ 499,475,356 | \$ 479,192,798 | \$ 457,808,670 | \$ 465,366,791 | \$ 450,181,039 |
| % Increase/Decrease from Prior Year | 9% | 4% | 0% | 4% | 5% | -2% | 3% | |
| Total Exemptions | \$ 142,751,293 | \$ 130,770,389 | \$ 127,300,534 | \$ 96,445,808 | \$ 94,441,820 | \$ 93,308,827 | \$ 92,303,463 | \$ 88,939,173 |
| % Increase/(Decrease) from Prior Year | 9% | 3% | 32% | 2% | 1% | 1% | 4% | |
| CURRENT - Optional | | | | | | | | |
| Value of Homestead Exemption @ 10% | \$ 29,447,872 | \$ 27,547,535 | \$ 26,158,894 | \$ - | \$ - | \$ - | \$ - | \$ - |
| % Increase/Decrease from Prior Year | 7% | 5% | 100% | | | | | |
| Number of Homestead Exemptions | 2,231 | 2,224 | 2,200 | - | - | - | - | - |
| % Increase/Decrease from Prior Year | 0% | 1% | 100% | 0% | 0% | 0% | 0% | 0% |
| Homestead % of Total Exemptions | 21% | 21% | 21% | | | | | |
| Homestead % of Total Taxable | 5% | 5% | 5% | | | | | |
| Number of Single Family Residences | 3,705 | 3,670 | 3,642 | 3,655 | 3,658 | 3,637 | 3,637 | 3,613 |
| % Increase/Decrease from Prior Year | 1% | 1% | 0% | 0% | 1% | 0% | 1% | |
| % of SF w/ Homestead | 60% | 61% | 60% | 0% | 0% | 0% | 0% | 0% |
| Average Taxable Value of SF Residence | 110,341 | 111,444 | 105,999 | 85,992 | 80,676 | 80,197 | 77,496 | 75,313 |

Tax Revenue Reduction for
Homestead @ 10%

(233,934) (218,838) (207,806)

MAXIMUM ALLOWABLE - Optional

Homestead Exemption @ 20% \$ 58,895,744

% of Total Exemptions

41%

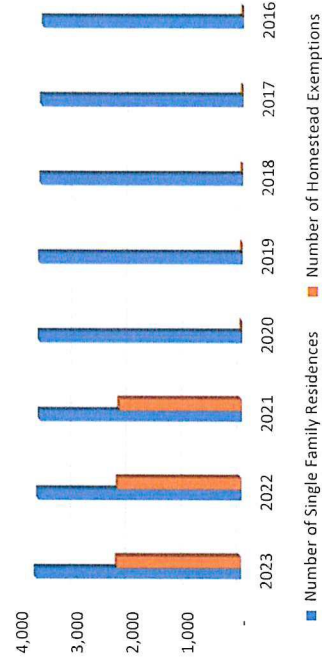
% of Total Taxable

11%

Tax Revenue Reduction for

Homestead @ 20% (467,868)

SF Residence Vs. Homestead



CITY OF PORT LAVACA

Annual Optional 65 and Over Exemption Review

Local Option 65 and Over Exemption (May be increased or decreased) Current = \$10,000

| Fiscal Year Tax Year | 2023 2022 | 2022 2021 | 2021 2020 | 2020 2019 | 2019 2018 | 2018 2017 | 2017 2016 | 2016 2015 |
|---|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Taxable Value @ Certification | \$ 547,305,460 | \$ 516,349,180 | \$ 497,537,849 | \$ 499,475,356 | \$ 479,192,798 | \$ 457,808,670 | \$ 465,366,791 | \$ 450,181,039 |
| % Increase/Decrease from Prior Year | 6% | 4% | 0% | 4% | 5% | -2% | 3% | |
| Total Exemptions | \$ 142,751,293 | \$ 130,770,389 | \$ 127,300,534 | \$ 96,445,808 | \$ 94,441,820 | \$ 93,308,827 | \$ 92,303,463 | \$ 88,939,173 |
| % Increase/(Decrease) from Prior Year | 9% | 3% | 32% | 2% | 1% | 1% | 4% | |
| CURRENT - Optional | | | | | | | | |
| Value of 65 and Over Exemption @ 10,000 | \$ 8,866,416 | \$ 8,763,218 | \$ 8,608,532 | \$ 8,627,981 | \$ 8,592,853 | \$ 8,564,790 | \$ 8,777,573 | \$ 8,570,780 |
| % Increase/Decrease from Prior Year | 1% | 2% | 0% | 0% | 0% | -2% | 2% | |
| Number of 65 and Over Exemptions | 936 | 923 | 879 | 906 | 901 | 896 | 916 | 889 |
| % Increase/Decrease from Prior Year | 1% | 5% | -3% | 1% | 1% | -2% | 3% | |
| 65 and Over % of Total Exemptions | 6% | 7% | 7% | 9% | 9% | 9% | 10% | 10% |
| 65 and Over % of Total Taxable | 2% | 2% | 2% | 2% | 2% | 2% | 2% | 2% |
| Number of Single Family Residences | 3,705 | 3,670 | 3,642 | 3,655 | 3,658 | 3,637 | 3,637 | 3,613 |
| % Increase/Decrease from Prior Year | 1% | 1% | 0% | 0% | 1% | 0% | 1% | |
| % of SF w/ 65 and Over | 25% | 25% | 24% | 25% | 25% | 25% | 25% | 25% |
| Average Taxable Value of SF Residence | 110,341 | 111,444 | 105,999 | 85,992 | 80,676 | 80,197 | 77,496 | 75,313 |
| Tax Revenue Reduction for | | | | | | | | |
| 65 and Over @ \$10,000 | (70,435) | (69,615) | (68,386) | (68,541) | (68,262) | (68,039) | (69,729) | (68,086) |

2022 Tax Rates & Entity Exemptions

| JURISDICTION | CODE | DISCOUNT | 65 AND OVER TAX CEILING | M&O RATE | I&S RATE | TOTAL RATE | GENERAL HOMESTEAD (Mandatory) | LOCAL- OPTION PERCENTAGE HOMESTEAD | 65 AND OVER (Mandatory) | 65 AND OVER (Optional) | DISABLED (Optional) (Mandatory) | DISABLED VETERANS* |
|--|-------|----------|-------------------------|----------|----------|------------|-------------------------------|------------------------------------|-------------------------|------------------------|---------------------------------|--------------------|
| COUNTY | | | | | | | | | | | | |
| Calhoun County | GO5 | Yes | Yes | 0.5824 | 0.0146 | 0.5970 | | 20% | | 64,000 | (O) 64,000 | 5,000 to 12,000 |
| CITIES | | | | | | | | | | | | |
| Seadrift | CO2 | No | Yes | 0.5269 | 0.0413 | 0.5682 | | 20% | | 5,000 | (O) 3,000 | 5,000 to 12,000 |
| Point Comfort | CO3 | No | No | 0.8119 | 0.0000 | 0.8119 | | 20% | | 3,750 | | 5,000 to 12,000 |
| Port Lavaca | CO4 | No | Yes | 0.7307 | 0.0637 | 0.7944 | | 10% | | 10,000 | | 5,000 to 12,000 |
| SCHOOL DISTRICTS | | | | | | | | | | | | |
| CCISD | SO1 | No | Yes | 0.8682 | 0.0885 | 0.9567 | 40,000 | 20% | 10,000 | 10,000 | (M) 10,000 | 5,000 to 12,000 |
| SPECIAL DISTRICTS | | | | | | | | | | | | |
| Calhoun Port Authority | NV6 | Yes | NA | 0.0008 | 0.0000 | 0.0008 | | 20% | | 125,000 | (O) 125,000 | 5,000 to 12,000 |
| Water Control & Improvement District #1 | WO7 | Yes | NA | 0.0367 | 0.0000 | 0.0367 | | 20% | | 20,000 | | 5,000 to 12,000 |
| Groundwater Conservation District | GWD | No | NA | 0.0072 | 0.0000 | 0.0072 | | 20% | | 64,000 | (O) 64,000 | 5,000 to 12,000 |
| Drainage District #6 | DD6 | Yes | NA | 0.0427 | 0.0000 | 0.0427 | | | | 20,000 | | 5,000 to 12,000 |
| Drainage District #8 | DD8 | Yes | NA | 0.2353 | 0.0000 | 0.2353 | | | | | | 5,000 to 12,000 |
| Drainage District #10 | DD10 | Yes | NA | 0.1802 | 0.0000 | 0.1802 | | | | | | 5,000 to 12,000 |
| Drainage District #11 | DD11 | Yes | NA | 0.1710 | 0.0000 | 0.1710 | | | | | | 5,000 to 12,000 |
| Port O'Connor Improvement District | MUD | Yes | NA | 0.2613 | 0.2477 | 0.5090 | | 20% | | 100,000 | (O) 100,000 | 5,000 to 12,000 |
| Port O'Connor Improvement District Defined Area #1 | DA1MU | No | NA | 0.4910 | 0.0000 | 0.4910 | | 20% | | 100,000 | (O) 100,000 | 5,000 to 12,000 |

*Disabled Veteran Exemption is variable 10% to 29% = \$5,000; 30% to 49% = \$7,500; 50% to 69% = \$10,000; 70% to 100% = \$12,000

COMMUNICATION

SUBJECT: Consider Resolution No. R-031323-2 of the City of Port Lavaca appointing a Chief Appraiser to Calculate Taxes for the 2023 tax year. Presenter is Susan Lang

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

Section VIII. Item #14.

Commissioner Vern Lyssy, Chairman

Kevin Hill, Vice Chairman

Jessie Rodriguez, Secretary

William H. "Bill" Bauer, Member

Benjamin Boone, Member

Chief Appraiser

Jesse W. Hubbell

3/1/2023

Mr. Jack Whitlow, Mayor
City of Port Lavaca
202 N. Virginia
Port Lavaca, TX 77979

Dear Mayor Whitlow:

The Texas Property Tax Code, Section 26.04(c), states that after the assessor submits the appraisal roll to the governing body, an officer or employee designated by the governing body shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit.

As the Calhoun County Appraisal District is contractually obligated to perform the assessing and collecting functions for the City of Port Lavaca, I have attached a sample resolution designating the Chief Appraiser or his/her designee, being duly registered and qualified to calculate the 2023 no-new-revenue tax rate and the voter-approval tax rate for your taxing unit.

Please have your governing body pass a Resolution or Order regarding this designation to calculate the 2023 tax rates at the next scheduled meeting.

If you have any questions, please feel free to call or come by my office.

Sincerely,

Jesse W. Hubbell
Chief Appraiser, RPA, CCA, RTA, CTA

RESOLUTION NO. R-031323-2

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Port Lavaca to appoint the Chief Appraiser of the Calhoun County Appraisal District or his/her designee, being duly registered and qualified to perform such calculations for the City of Port Lavaca for the 2023 tax roll.

DULY ENACTED by unanimous vote by the City Council at its regular meeting held on the 13th day of March, 2023, as same appears in its official minutes.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Community-wide Housing Analysis performed regarding impediments to fair housing for the City of Port Lavaca. Presenter is Jody Weaver

INFORMATION:

Fair Housing

In conjunction with the acceptance of grant funds from the Texas Community Development Block Grant Program (TxCDBG) program of the U.S. Department of Housing and Urban Development (HUD), the City of Port Lavaca must affirmatively further fair housing (AFFH) and uphold the 1968 Fair Housing Act. The Fair Housing Act prohibits discrimination based on disability, familial status, race, color, religion, sex, or national origin. The *Fair Housing Data* table provides basic data on the availability of housing types to those protected classes. The following paragraphs discuss each protected group.

- **Disability:** According to the 2017-2021 American Community Survey (ACS), approximately 18.1% of residents in Port Lavaca (an estimated 2,070 residents) have a disability;¹ this figure is higher than the state-wide average – 12.1% of all Texans. An estimated 63.6% of Port Lavaca residents with a disability are over 74 years old. It is not known how many single-family homes in Port Lavaca fully meet ADA accessibility standards.
- **Familial Status:** As measured by the number of bedrooms available, a variety of rental properties and homes for ownership are available to accommodate families, as well as single occupants.
- **Race & Ethnicity:** The minority population in the City of Port Lavaca is not 65% or higher, which is the threshold² used by the State of Texas for defining an area of “minority concentration.”

Impediments to additional fair housing: As shown in the data below, there are 636 vacant single family housing units. Additionally, Port Lavaca does have numerous LIHTC facilities however, it may not have kept pace with general housing demands in a growing city and additional units may be needed.

Port Lavaca may consider future grants that increase available low-income housing. It is recommended that the City of Port Lavaca take future action to increase new construction or rehab of affordable housing stock by considering incentivizing developers and builders through waived fees or other means.

¹ In the 2017-2021 American Community Survey, individuals were classified as having a disability if they had hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and/or independent living difficulty.

² The “65% threshold” is based on the definition of “an area of minority concentration” used by the Texas General Land Office in its 10/1/2012 publication, “Homeowner Opportunity Program Guidelines - CDBG Disaster Recovery Program - Hurricanes Ike & Dolly, Round 2.”

Fair Housing Data

| | |
|------------------------|--------|
| Total Population: | 11,654 |
| Total Housing: | 4,781 |
| Average Household Size | 2.85 |

| | Units | % of all Units in City |
|--|--------------|------------------------------|
| <i>Affordable and Subsidized Housing Units (Occupied and Vacant)</i> | | |
| Sea Green Apartments | 109 | 32.93% |
| Sea Breeze Village Apartments | 72 | 21.75% |
| TGO Independence Village | 80 | 24.17% |
| Port Lavaca Housing Authority | 70 | 21.15% |
| Total Units | 331 | 100% |
| <i>Other Housing Units (Occupied and Vacant)</i> | | |
| Renter Occupied | 1,615 | 33.23% |
| Owner Occupied | 2,609 | 53.68% |
| Vacant Units | 636 | 13.09% |
| Total Units | 4,860 | 100% |

Sources: Policy Map, Housing Locations; Census 2010, H4 and H5

| <i>Housing by Race/Ethnicity (Census 2010)</i> | | | | |
|--|--------------|---------------|--------------|----------------|
| Characteristic | Owned | | Rented | |
| | # | % | # | % |
| Race | | | | |
| White | 1,185 | 45.42% | 544 | 33.68% |
| Black | 79 | 3.03% | 113 | 7.00% |
| American Indian or Alaska Native | 6 | 0.23% | 0 | 0.00% |
| Asian | 113 | 4.33% | 108 | 6.69% |
| Native Hawaiian & Other Pacific Islander | 0 | 0.00% | 0 | 0.00% |
| Other | 1 | 0.04% | 2 | 0.12% |
| Two or More Races | 16 | 0.61% | 13 | 0.80% |
| Ethnicity | | | | |
| Hispanic or Latino | 1,209 | 46.34% | 835 | 51.70% |
| Total | 2,609 | 100.0% | 1,615 | 100.00% |

Source: Census 2010, Summary File 1: HCT1 TENURE BY HISPANIC OR LATINO ORIGIN OF HOUSEHOLDER BY RACE OF HOUSEHOLDER

COMMUNICATION

SUBJECT: Consider Resolution No. R-031323-3 of the City of Port Lavaca declaring April as Fair Housing Month. Presenter is Susan Lang

INFORMATION:

RESOLUTION NO. R-031323-3

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

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

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

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

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

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

PASSED AND APPROVED on this 13th day of March 2023.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor

COMMUNICATION

SUBJECT: Consider Resolution No. R-031323-4 of the City of Port Lavaca suspending the May 01, 2023 effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas Division to Implement Interim Grip Rate Adjustments for Gas Utility Investment in 2021 and requiring delivery of this resolution to the Company and Legal Counsel. Presenter is Anne Marie Odefey

INFORMATION:

RESOLUTION NO. R-031323-4

A RESOLUTION BY THE CITY OF PORT LAVACA, TEXAS SUSPENDING THE MAY 01, 2023 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – SOUTH TEXAS DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2022 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Port Lavaca, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy South Texas Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on March 02, 2023, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 01, 2023; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 01, 2023, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.
2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 13th day of March, 2023.

Mayor Jack Whitlow

ATTEST:

City Secretary Mandy Grant

Subject: CenterPoint Energy South Texas Division GRIP 2023
From: "Thomas Brocato" <tbrocato@lglawfirm.com>
Sent: 3/3/2023 2:26:31 PM
To: "Thomas Brocato" <tbrocato@lglawfirm.com>;
CC: "Samantha Miller" <smiller@lglawfirm.com>;

This email is for cities served by CenterPoint Energy South Texas Division Service Area:

Yesterday, CenterPoint Energy made Interim Rate Adjustment or "GRIP" filings with the cities in its South Texas Division Service Area. The Company is seeking recovery of \$68,292,974 in invested capital. The current filing will increase rates to residential customers by \$3.72 per month. This will increase the current residential customer charge from \$27.03 to \$30.75 per month.

The increase is currently scheduled to go into effect on May 1, 2023.

Under the GRIP statute, cities may not challenge the Company's request. The only action you may take is to suspend the effective date of the rate increase by 45 days. If you are interested in doing so, please let me know and I will provide you with a resolution. You have until May 1 to adopt a resolution suspending the date the rate increase would otherwise go into effect.

Please feel free to contact me if you have questions. Thomas



THOMAS BROCATO

Principal

512-322-5857 Direct

512-914-5061

Lloyd Gosselink Rochelle & Townsend, P.C.

816 Congress Ave., Suite 1900, Austin, TX 78701

www.lglawfirm.com | 512-322-5800

Your text here!

****ATTENTION TO PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT

A "REPLY TO ALL" OF THIS EMAIL COULD LEAD TO VIOLATIONS OF THE TEXAS OPEN MEETINGS ACT. PLEASE REPLY ONLY TO LEGAL COUNSEL.

CONFIDENTIALITY NOTICE:

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COMMUNICATION

SUBJECT: Consider Resolution No. R-031323-5 of the City of Port Lavaca expressing its support of the Matagorda Bay Ship Channel Expansion Project. Presenter is Mayor Whitlow

INFORMATION:

RESOLUTION #R-031323-5

A RESOLUTION OF THE CITY OF PORT LAVACA, TEXAS EXPRESSING
ITS SUPPORT FOR THE DEEPENING AND WIDENING PROJECT OF THE
MATAGORDA BAY SHIP CHANNEL

WHEREAS, on Wednesday, March 8, 2023, the Calhoun County Commissioner's Court unanimously passed a resolution expressing its support for the deepening and widening project of the Matagorda Bay Ship Channel; and

WHEREAS, the City Council of the City of Port Lavaca concurs with this resolution adopted by the Calhoun County Commissioner's Court; and

WHEREAS, the Matagorda Ship Channel is currently ranked by the Coast Guard's Ports and Waterways Safety Assessment (PAWSA) as the 3rd most dangerous ship channel in the United States, with the most dangerous currents (US Coast Guard 2001); and

WHEREAS, the deepening and widening of the ship channel will also provide for repair and rebuilding of the jetties which will make the channel safer for vessels and reduce the risk of accidents which might put the environmental integrity of Matagorda Bay at risk; and

WHEREAS, Chester Island, which is home to various water birds, such as the brown pelican and roseate spoonbill, will greatly benefit from the dredge spoils of this project with planned coordination between local members of the National Audubon Society and the Army Corps of Engineers; and

WHEREAS, the deepening and widening project will have a large economic impact on the entire region and provide a positive environmental impact to Matagorda and Lavaca Bays with improvements to oyster beds, bird habitat and wetland areas; and

WHEREAS, the City of Port Lavaca is the closest city to the Calhoun Port Authority with major retail businesses and hotels and will receive a great economic boost from this project.

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

THAT the City of Port Lavaca does hereby express its support for the deepening and widening project of the Matagorda Bay Ship Channel.

APPROVED AND ADOPTED this 13th day of March, 2023.

Jack Whitlow, Mayor

Jerry Smith, Councilman Dist. #1

Tim Dent, Councilman Dist. #2

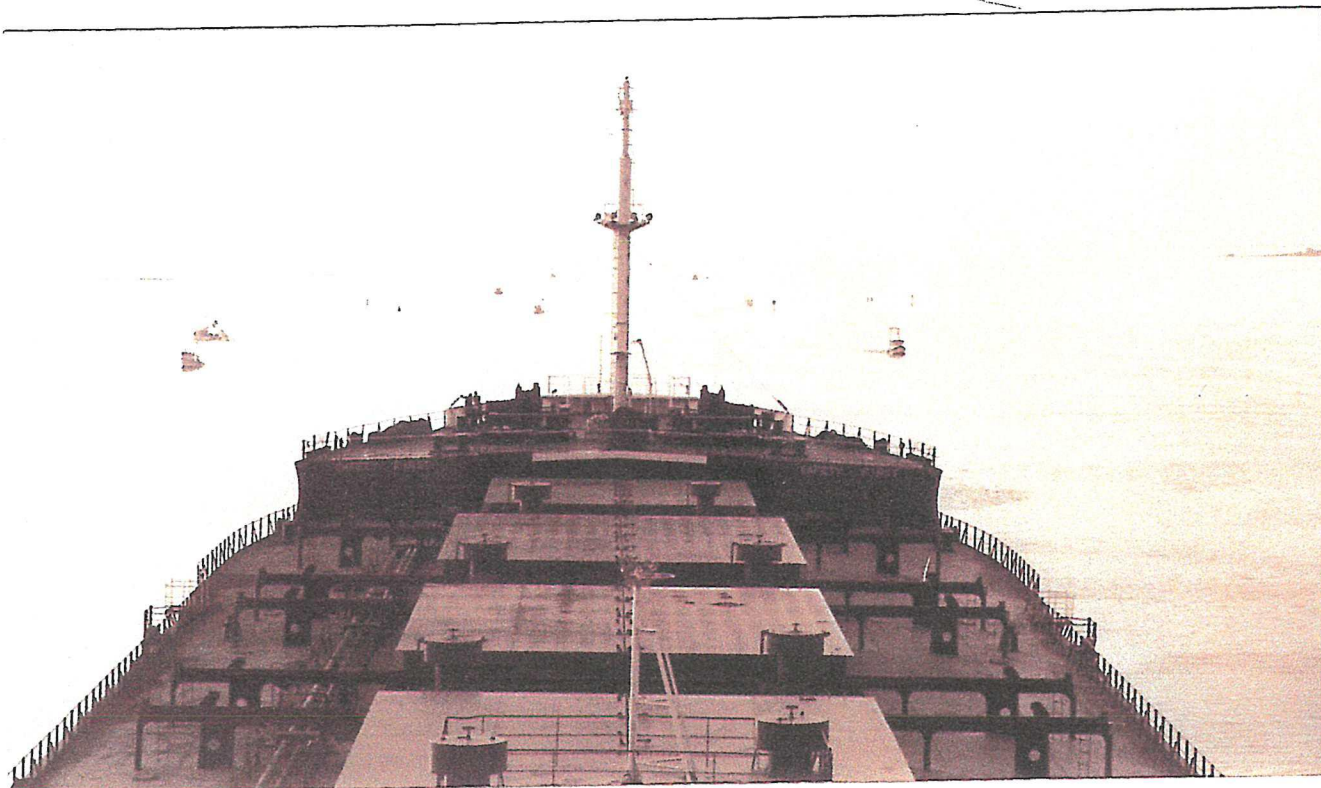
Allen Tippit, Councilman Dist. #3

Rosie Padron, Councilwoman Dist. #4

Jim Ward, Councilman Dist. #5

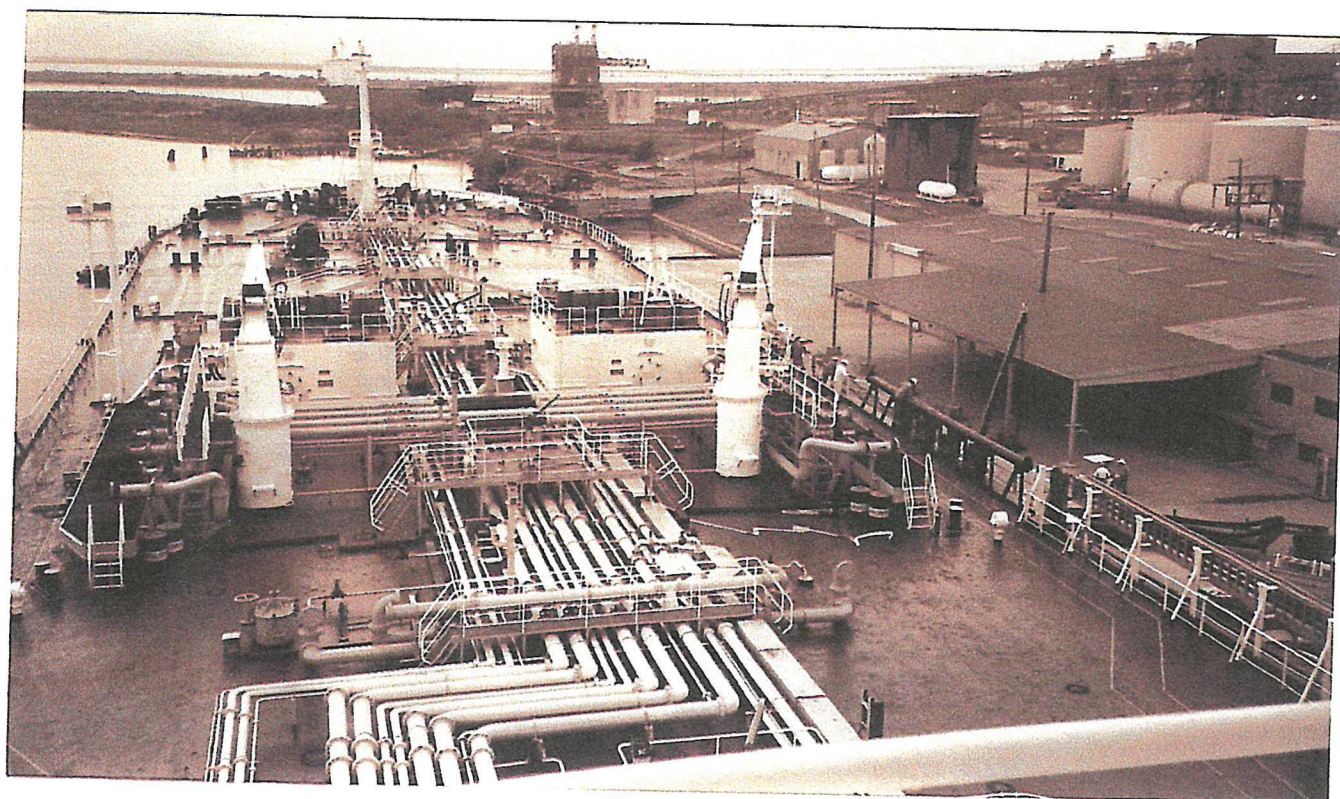
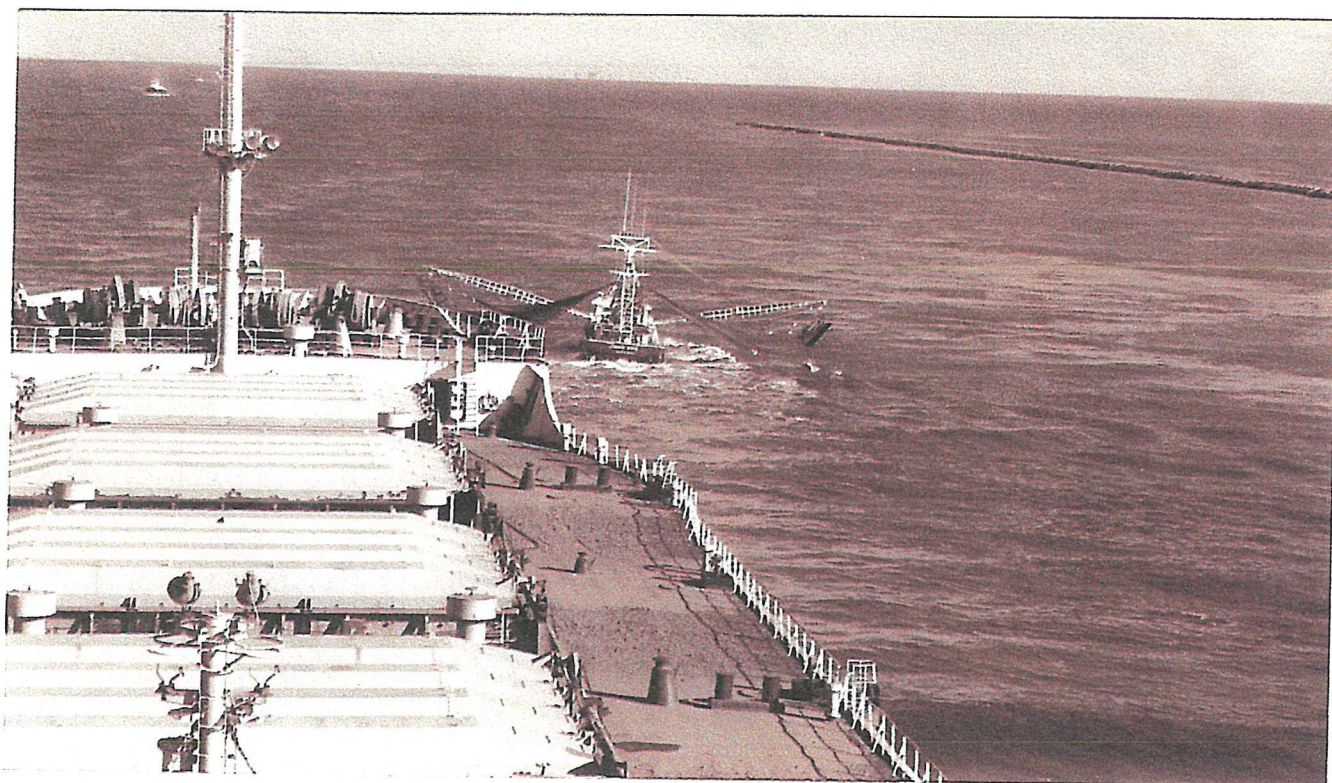
Kenneth Barr, Councilman Dist. #6

These are pictures of ships transiting
Matagorda Bay ship channel taken by me,
Larry Robinson. Just thought it would be
good for you to see the view from a Pilot's
perspective.

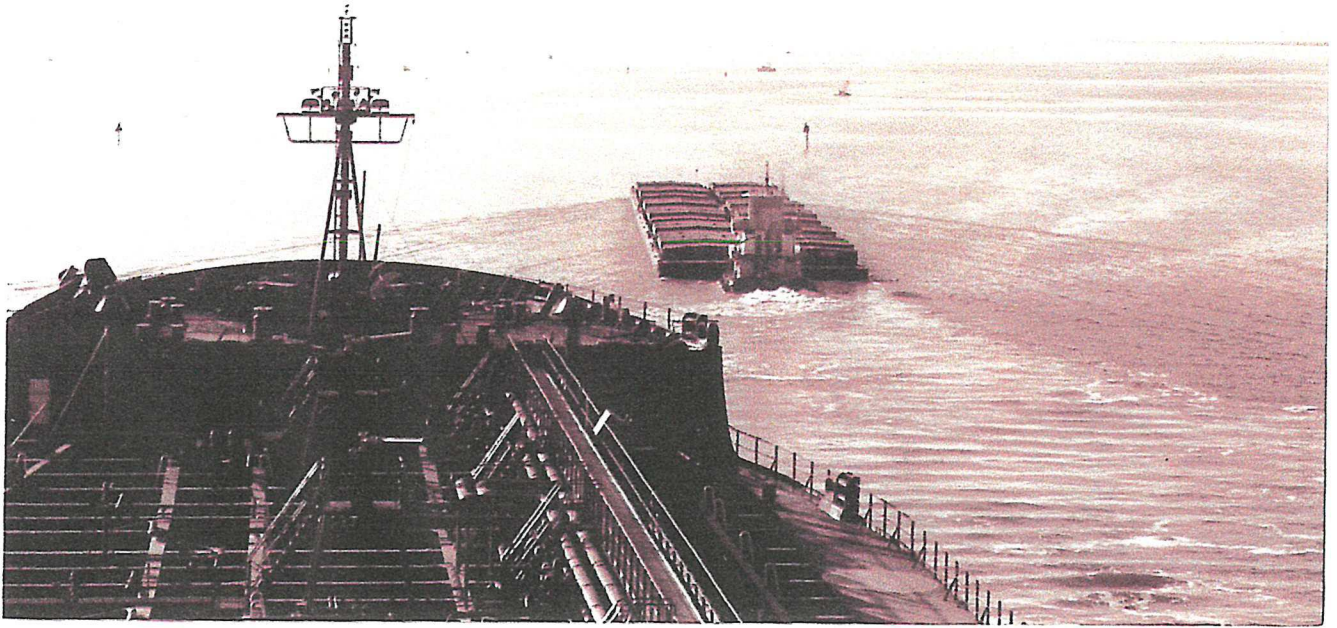














COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-1-23) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 22 – Fire Prevention and Protection, Sec. 22 Construction Permits) and providing an effective date. Presenter is Derrick Smith

INFORMATION:

ORDINANCE #G-1-23

AN ORDINANCE AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA CODE OF ORDINANCES AS PART II, APPENDIX A – FEES, RATES AND CHARGES; AND PROVIDING AN EFFECTIVE DATE

ARTICLE I. GENERAL

WHEREAS, the City Council on March 12, 2012 approved and adopted Ordinance Number G-1-12 which is codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges; and

WHEREAS, the City of Port Lavaca staff has evaluated current fees, rates and charges and find the need to make some amendments and changes.

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

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A” marked in red or blue and highlighted in yellow:

Chapter 22: Fire Prevention and Protection
Sec. 22 Construction Permits

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 13th day of February, 2023

Jack Whitlow, Mayor

SECOND AND FINAL READING this 13th day of March, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 13th day of March, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

| | First Reading | Second and Final | Passed and Approved |
|---------------------|------------------|---------------------|------------------------|
| Councilman Smith | Aye | | |
| Councilman Dent | Aye | | |
| Councilman Tippet | Aye | | |
| Councilwoman Padron | Aye | | |
| Councilman Ward | Aye | | |
| Councilman Barr | Aye | | |

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

CITY OF PORT LAVACA
Appendix A - FEES, RATES AND CHARGES

EXHIBIT A

CHAPTER 22—FIRE PREVENTION AND PROTECTION

| Section Number | Subject | Fee Amount |
|--------------------------------|---|---------------------|
| <i>Fireworks</i> | | |
| 22-43(b) | Permit for supervised display by cities, fair associations, amusement parks, etc. | Actual cost to city |
| <i>Fire Safety Inspection:</i> | | |
| | Facilities without food preparation | \$50.00 |
| | Facilities with onsite food preparation | \$75.00 |

| | |
|---|--------------------------------|
| CONSTRUCTION PERMITS | |
| Automatic Fire Protection Systems NFPA-13 or 13R: | |
| Automatic Sprinkler System—New Installation | \$300.00 (min. fee) |
| —First 10,000 SF | \$0.052 SF |
| —Area over 10,000 SF | \$0.017 SF |
| Note: Each riser will be calculated as a separate system. No system can exceed 52,000 SF | |
| Automatic Sprinkler System—Modification: | |
| —1—20 heads | \$75.00 |
| —21—100 heads | \$150.00 |
| —101—500 heads | \$300.00 |
| System modifications over 500 heads shall be considered new systems. | |
| Modifications not requiring changing or adding sprinkler heads | \$300.00 |
| Fire Safety: Standpipes: | |
| Permit Fee—Each | \$150.00 |
| Fire Alarm System—New Installation: | |

CITY OF PORT LAVACA
Appendix A - FEES, RATES AND CHARGES

| | |
|--|---------------------|
| SF of area covered by alarm system: | |
| Minimum fee | \$150.00 |
| Each device* | \$12.50 |
| Each FACU, annunciator | \$25.00 |
| Fire Alarm System Modification: | |
| 1-10 devices* | \$150.00 |
| Each additional device* over 10 | \$12.50 |
| *Note: Devices shall include, but not limited to, all initiating and signaling devices such as pull stations, smoke and heat detectors, dampers, and audible and visual alarms. | |
| Fire pumps: | |
| Each | \$350.00 |
| Fire Protection System Monitoring: | |
| Fire Protection System Monitoring Panel | \$100.00 |
| Tents, Canopies, and Other Membrane Structures: | |
| First | \$100.00 |
| Each additional on the same site | \$50.00 |
| Re-inspection Fee: | |
| 2nd and subsequent inspections | \$75.00 |

(Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-8-15, 9-14-2015; Ord. No. G-2-17, art. II, 9-11-2017)

COMMUNICATION

SUBJECT: Consider award of Construction Contract for the new Illuminated Outdoor Signs at the Bauer Community Center and at City Hall. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: MARCH 13, 2023**AGENDA ITEM __**

DATE: 3.09.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: NEW ILLUMINATED OUTDOOR SIGNS (BAUER AND CITY HALL)

BACKGROUND:

There is \$50,000 budgeted in the Capital Improvement plan to replace the message board at the Bauer Community Center. Because the local sign companies in Victoria are not part of any purchasing cooperative, we decided to put together a bid package and advertise for competitive bids for this project and include new signs for City Hall as a separate bid item. The advertisement was put in the local paper and packages were sent to the two Victoria companies as well as other sign companies we were aware of in Houston and San Antonio.

Attached is a bid tabulation of the 4 bids received on March 7, 2023 as well as a copy of the bid package. We did not receive a bid from either of the Victoria firms. The Low Qualified Bidder for the 16mm Bauer Community Center Message Board is Unity Signs Systems, LLC of Houston, Texas, for \$58,472.00. This firm had been recommended by a sign company that had been recommended by Rawley McCoy Architects, but was unable to bid. Because we are already over budget, we are not recommending to go with the higher priced 10 mm display, understanding that the 16 mm is sufficient for quality text, graphics and video for vehicular traffic viewing.

As part of the City Hall upgrade project, we are providing electrical service to the three entrances to City Hall with hopes of replacing the City Hall signs with back-lit lettering. The Low Bidder for these signs was also Unity Signs Systems, LLC with a bid of \$29,250.00 for all three signs. We can deduct \$1,500 from the total if both bids (Bauer and City Hall) are awarded to Unity Signs.

RECOMMENDATION:

- 1) Staff recommends awarding a contract to Unity Signs Systems, LLC to replace the message board at the Bauer Community Center for the Base Bid amount of \$58,472.00, which will require \$8,472.00 from General Fund Reserves.
- 2) The award of the City Hall Improvement project required funds from General Fund reserves in the amount of \$19,500, therefore there are no funds budgeted for these new City Hall signs. One option is to put the old lettering back up for now and budget for this next year, or go ahead and award this contract now using reserve funds. A contract award now would cost \$29,250 less the \$1,500 offered deduct for a total cost of \$27,750.00.
- 3) Believing that a postponement to next Fiscal year would likely increase cost, staff recommends an award of Bid Items 1 and 2 with the offered deduct for awarding both projects, for a total of contract amount of **\$86,222.00**.

ATTACHMENTS:

- Bid Tabulation
- Bid Package

| CITY OF PORT LAVACA | | | | | | | | | | | |
|--|--|-----|------|--------------------------|---------------|---------------------------------|---------------|------------------|---------------|--|--------------|
| NEW ILLUMINATED OUTDOOR SIGNS BID FORM | | | | | | | | | | | |
| BID DATE: MARCH 07, 2023 2:00 PM | | | | | | | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | TOTAL PRICE | | | | | | | |
| | | | | Atlas Sign Services, Inc | | Fusion LED Inc dba Sign-Express | | Comet Signs, LLC | | Unity Signs Systems, LLC | |
| BAUER COMMUNITY CENTER MESSAGE BOARD | | | | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| 1. | Remove existing double sided message board and install NEW double sided all color 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing. | 1 | LS | | \$ 69,800.00 | | \$ 57,745.89 | | \$ 75,098.00 | | \$ 58,472.00 |
| 1A. | Additional cost for 10 mm (inlieu of speccified 16mm) | 1 | LS | | \$ 6,100.00 | | \$ 8,802.46 | | \$ 6,837.00 | | \$ 6,178.00 |
| SUBTOTAL FOR BAUER COMMUNITYCENTER MESSAGE BOARD ITEM 1 PLUS 1A | | | | | \$ 75,900.00 | | \$ 66,548.35 | | \$ 81,935.00 | | \$ 64,650.00 |
| CITY HALL EXTERIOR SIGN | | | | | | | | | | | |
| 2. | Install NEW LED backlit Halo Logo and Lettering on City Hall building per plans. | 3 | EA | \$ 15,616.67 | \$ 46,850.00 | \$ 13,374.05 | \$ 40,122.15 | \$ 13,731.33 | \$ 41,194.00 | \$ 9,750.00 | \$ 29,250.00 |
| TOTAL OF BID ITEMS 1 AND 2 | | | | | \$ 116,650.00 | | \$ 97,868.04 | | \$ 116,292.00 | | \$ 87,722.00 |
| TOTAL OF BID ITEMS 1+ 1A+ 2 | | | | | \$ 122,750.00 | | \$ 106,670.50 | | \$ 123,129.00 | | \$ 93,900.00 |
| 3. If Bidder is awarded a contract for both the Bauer Community Center Message Board AND the City Hall Exterior Signs, then deduct the following amount from the sum of Bid Items 1 and 2. | | | | | \$0.00 | | \$0.00 | | \$ 4,140.00 | | \$ 1,500.00 |
| HIGHEST AMOUNT BID on which the 5% Bid Bond is based (Sum of Bid Items: 1+2-3) | | | | | \$ 116,650.00 | | \$ 97,868.04 | | \$ 112,152.00 | | \$ 86,222.00 |
| TOTAL 1+1A+2-3 | | | | \$ | 122,750.00 | \$ | 106,670.50 | \$ | 118,989.00 | \$ | 92,400.00 |
| BID BOND | | | | | 5% | NO BID BOND | | | 5% | \$4312 -ok! | |
| CALENDAR DAYS | | | | | 130 | - | | | 180 | 60* (but may be up to 16 weeks delivery of message board due to supply chain issues) | |

ADVERTISEMENT FOR BIDS**PROJECT: CITY OF PORT LAVACA: NEW ILLUMINATED OUTDOOR SIGNS****BID DATE AND TIME: March 7, 2023 – 2:00 pm**

Sealed bids for the above referenced project shall be received by the City Secretary's Office, 202 North Virginia, Port Lavaca, Texas 77979 until 2:00 p.m., Tuesday, March 7, 2023. All bids will be publicly opened and read aloud immediately thereafter.

Said Bids shall be submitted on the Bid Form provided in the Bid Documents and shall be sealed in an envelope clearly marked **"SEALED BID – CITY OF PORT LAVACA: NEW ILLUMNIATED OUDOOR SIGNS - DUE BY 2:00 p.m., March 7, 2023."** Bids received after this time shall be returned unopened.

To receive a PDF copy of the Bid Documents and/or arrange for a site visit, contact the Derrick Smith, Director of Development Services at dsmith@portlavaca.org, or by calling 361-408-0193. Hard copies of the Bid Documents are available for pickup or review at City Hall, 202 N. Virginia St., Port Lavaca, Texas or calling 361-552-9793.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Port Lavaca or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

The CITY OF PORT LAVACA reserves the right to hold all bids for 30 days without action, to reject any and all bids, to waive informalities in the bidding, and to require statements of evidence of bidder's qualifications and experience including financial statements.

The CITY OF PORT LAVACA is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency. Small and minority business, women-owned business enterprises, and labor surplus area firms are encouraged to submit bids.

City of Port Lavaca
2023 – NEW ILLUMINATED OUTDOOR SIGNS
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| 00300 | Bid Form |
| | Statement of Qualifications |
| 00500 | Owner-Contractor Agreement |
| 00820 | Bond and Insurance Requirements |
| 01010 | Summary of Work |
| PLANS: | |
| | Bauer Community Center - Photo of existing Message Board |
| | City Hall – Exterior Elevations |
| | City Hall – Exterior Signage Dimensions |
| | City Hall – Detail A7 |

City of Port Lavaca
2023 – NEW ILLUMINATED OUTDOOR SIGNS
SECTION 00100

INSTRUCTIONS TO BIDDERS

- 1.0 LOCATION OF THE PROJECT: The project is located in the city of Port Lavaca, Texas. Bid Item 1 is at the Bauer Community Center at 2200 SH 35 North and Bid Item 2 is at City Hall 202 N. Virginia Street.
- 2.0 GENERAL DESCRIPTION OF THE PROJECT: The work to be accomplished under the provisions of these Contract Documents are described in the bid form and on the plans.
- 3.0 DELIVERY OF BID:
 - 3.1 Facsimile transmittal of bids will ***not*** be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier and received by the City Engineer's office before the stated date and time.
 - 3.2 All bids received by the City of Port Lavaca after the stated date and time will not be opened, read, or recorded and will be returned unopened.
 - 3.3 Bids shall be submitted on the Bid Form provided in Section 0300, sealed in an envelope and clearly marked "SEALED BID – 2023 – NEW ILLUMINATED OUTDOOR SIGNS - DUE BY 2:00 PM, MARCH 7, 2023"
 - 3.4 A Bid Bond issued by an acceptable surety in the amount of 5% of the maximum bid submitted must accompany each bid. A certified check or cashiers check payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.
 - 3.5 The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 15 days after he has received Notice of Acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
- 4.0 OBLIGATION OF BIDDER: At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to this bid.
- 5.0 TIME OF COMPLETION:
 - 5.1 Time of completion of this Contract is of importance to the City and may be considered in the award of the Contract. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract after 30 days prior to the completion date set by the Contract, until final completion and acceptance by the City. If there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions of time within the same month as the delay occurs. His/Her failure to make such request within the above time limit may void the possible extension of the Contract time of completion. The City

City of Port Lavaca
2023 – NEW ILLUMINATED OUTDOOR SIGNS
SECTION 00100

Manager will be the judge as to whether a time extension is to be granted and so notify the Contractor.

5.2 Liquidated Damages:

Contractor shall pay Liquidated Damages in the amount of Two Hundred Dollars (\$200) per each calendar day that the date of substantial completion exceeds the contract completion date.

6.0 RIGHTS OF THE CITY OF PORT LAVACA:

6.1 The City of Port Lavaca reserves the right to separate and accept or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements.

6.2 The City of Port Lavaca reserves the right to reject any or all bids submitted, to waive any formalities or irregularities and to make whatever award is in the best interest of the City of Port Lavaca.

7.0 BONDS: Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

8.0 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.

9.0 PAYMENT PROCEDURES: The City of Port Lavaca will accept requests for partial payment on a monthly basis for 90% of the Work completed (with the balance being retainage.) Retainage shall be held until 100% of all the authorized work is completed and the contractor has submitted an "Affidavit of all Bills Paid" to the City.

10.0 STATEMENT OF QUALIFICATIONS: IF the Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years, the Bidder must complete and submit with the Bid the provided Statement of Qualifications,.

END OF SECTION

City of Port Lavaca
2023 – NEW ILLUMINATED OUTDOOR SIGNS
SECTION 00300

BID FORM

Bidding Firm: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Project: 2023 - NEW ILLUMINATED OUTDOOR SIGNS

1. Pursuant to and in compliance with the Advertisement for Bid and the proposed Contract Documents dated February 15, 2023 related to the above referenced project, the undersigned hereby proposes and agrees to fully perform all Work as specified or indicated in, and in strict accordance with the proposed Contract Documents, and addenda hereto, within the time stated herein for the following prices:

We propose to furnish all labor, equipment, and all other things necessary to construct the following:

| BID ITEM | EST. QTY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|-------------|------|--|------------|-----------|
| BAUER COMMUNITY CENTER MESSAGE BOARD | | | | | |
| 1. | 1 | LS | Remove existing double sided message board and install NEW double sided all color 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing. | | |
| 1A | 1 | LS | Additional cost for 10 mm (inlieu of speificed 16mm) | \$ _____ | \$ _____ |
| | | | | \$ _____ | \$ _____ |
| CITY HALL EXTERIOR SIGNS | | | | | |
| 2. | 3 | EA | Install NEW LED backlit Halo Logo and Lettering on City Hall building per plans | \$ _____ | \$ _____ |

3. If Bidder is awarded a contract for both the Bauer Community Center Message Board AND the City Hall Exterior Signs, then deduct the following amount from the sum of Bid Items 1 and 2.

\$ _____

HIGHEST AMOUNT BID on which the 5% Bid Bond is based (Sum of Bid Items: 1A+2-3) \$ _____

2. If awarded a contract, the undersigned will provide proof of insurance coverage, a 100% Payment and Performance Bond, as applicable, and execute the Service Agreement with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to the acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.

City of Port Lavaca
2023 – NEW ILLUMINATED OUTDOOR SIGNS
SECTION 00300

3. Enclosed is a Certified Check or Bid Bond in the amount of 5% of the highest amount bid.
4. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the plans and specifications.
 - B. To complete the Work within _____ calendar days from the Notice to Proceed.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all Contract Documents and the following Addenda, receipt of which is hereby acknowledged.
Addendum No. _____
Date Rec'd: _____
 - B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.
6. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca within the last 5 years.)
7. Communication about this BID shall be directed to the BIDDER'S address indicated above.

City of Port Lavaca
2023 – NEW ILLUMINATED OUTDOOR SIGNS
SECTION 00300

SUBMITTED this _____ day of _____, 2023.

By _____
Signature

Title

Seal if Bidder is Corporation

STATEMENT OF BIDDER'S QUALIFICATION

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: _____

Bidder: (Legal Name of Firm) _____

Address: _____ website (if applicable): _____

Check which applies: () Corporation () Partnership () Individual () Joint Venture () Other

- Number of years has your organization been in business as a Contractor? _____
- Number of years your organization been in business under its present name? _____
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Total Staff employed by firm (break down by managers and trades)

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes, provide details)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

On a separate sheet, list at least 3 clients of recurring mowing projects your firm has had in the past 3 years, comparable in size or greater to the scope being bid. Provide name of owner with valid contact information, and dates of contract.

On a separate sheet, list all of the equipment owned by Bidder that will be used to complete the scope of this bid if one or more areas are awarded.

Bidder

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the _____ day of _____ 2022, by and between the **CITY OF PORT LAVACA**, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein as "Exhibit A" and the PROPOSAL dated _____ identified herein as "Exhibit B". The Contract Amount is hereby established at \$ _____. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
2. **CONTRACT TERM:** This contract term shall be for one (1) year from the start date and includes two (2) each options to extend the contract for one (1) year, if mutually agreed by both parties within 90 days of the date of expiration.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit requests for payment no more often than a monthly basis.
4. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
7. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
8. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
9. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
10. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
11. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
12. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
13. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
14. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
15. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
16. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
17. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

18. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

19. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

20. AMENDMENTS. This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

CITY OF PORT LAVACA

202 N. Virginia St.
Port Lavaca, Texas 77979
361-552-9793

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

City of Port Lavaca

00820

BOND AND INSURANCE REQUIREMENTS

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
 - 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
 - 1.1.1 Workman's Compensation and Employers' Liability:
State and Federal Statutory Limits
 - 1.1.2 Bodily Injury and Property Damage: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
 - 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.
\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
 - 1.1.4 Automobile Liability: CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:
Combined Single Limit: \$1,000,000.00
 - 1.1.5 No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.
 - 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.
- 2.0 If the Contract Amount is equal to or exceeds \$50,000, (or as otherwise stipulated by Texas statute), Contractor shall, prior to commencement of the Work, provide a Payment Bond, and if the Contract Award is \$100,000 or greater, a Performance Bond, each in the amount of 100% of the Contract Amount, in accordance with Article 5160 of Vernon's Texas Civil Statutes.

END OF SECTION

City of Port Lavaca
2023 – NEW ILLUMINATED OUTDOOR SIGNS
SECTION 01010

SUMMARY OF WORK

1.0 GENERAL

1.1 Work under this contract consists of the following:

BID ITEM 1: BAUER COMMUNITY CENTER MESSAGE BOARD

- Remove and dispose of the existing double-sided message board
- Install double sided FULL COLOR 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing: approximately 4'-8" x 14'-7" (Alternate Bid for 10 mm)

BID ITEM 2: CITY HALL

- Install LED halo-illuminated individually mounted stainless steel letters and stainless steel logo mounted with zinc fasteners directly to the wall per the plans. (3 Locations)

1.2 Contractor's use of premises:

- A. Contractor shall not unreasonably encumber the jobsite with materials and equipment.
- B. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
- C. Contractor shall limit his operations to within the designated City property. Contractor may have use of a designated area at the City Public Works warehouse for delivery of materials. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
- D. Contractor shall take all precautions as necessary to protect the construction and the public during the construction period.
- E. It is the Contractor's responsibility to protect all public and private property against damage by the construction process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the construction, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the City Manager.

1.3 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.

2.0 PRODUCTS

- 2.1 All products and materials shall be equal to those manufactured by Daktronics, 201 Daktronics Dr. Brookings, SD 57006
- 2.2 All fasteners shall be stainless steel or Zinc-plated.

3.0 EXECUTION

- 3.1 Installation shall equal or exceed industry standards for this type of construction.

BAUER COMMUNITY CENTER MESSAGE BOARD – BID ITEM 1

Message Board approximate dimensions: 4'-8" x 14' 7"

2300 SH 35 North, Port Lavaca, Texas 77979

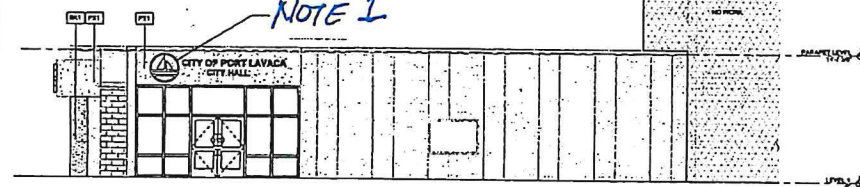


CITY HALL - BID ITEM 2.
202 N. VIRGINIA ST.
PORT LAVACA, TX

ELEVATION LEGEND

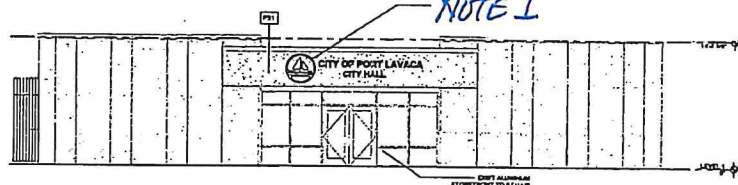
- DRYER OVER CEILING BOARD - DB1
- DRYER AND MOIST PLASTER - PM1 - P1
- BRICK - BK1 (MODULAR)
- PREPARED METAL - PM1
- GRANITE GLAZING INFILL PANEL - GP1

NOTE 1



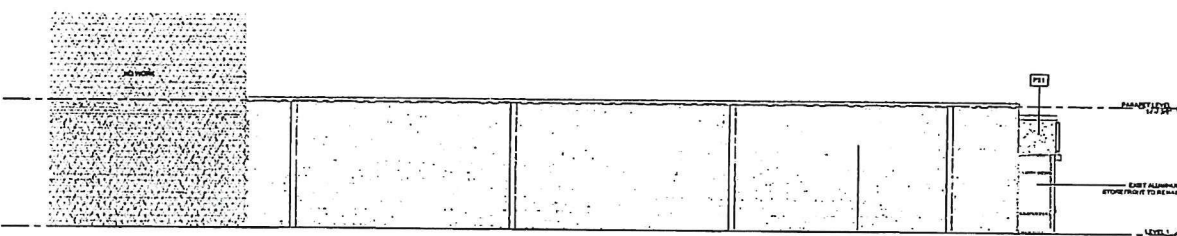
L1 EAST ELEVATION
3/8" = 1'-0"

NOTE 1



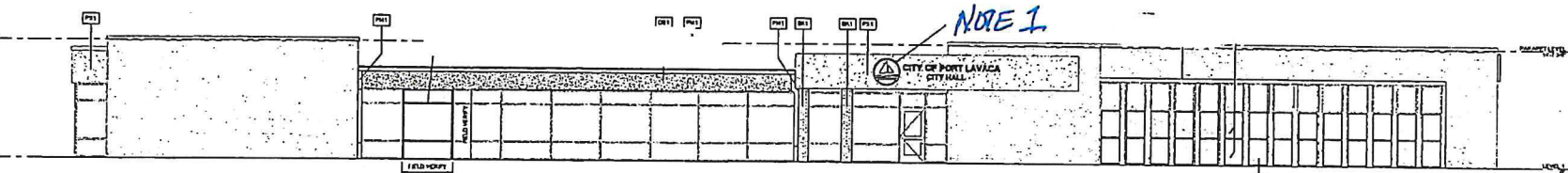
H1 WEST ELEVATION
3/8" = 1'-0"

NOTE 1: LIGHTED EXTERIOR SIGNAGE
JUNCTION BOX, CONDUIT, BREAKER AND
CONDUCTORS ABOVE CEILING PROVIDED
BY OTHERS. SEE DETAIL A7.

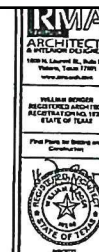


D1 NORTH ELEVATION
3/8" = 1'-0"

NOTE 1



A1 SOUTH ELEVATION
3/8" = 1'-0"



CITY HALL MASTER PLAN - CITY OF PORT LAVACA
PHASE 2: ENTRY, PATIO & EXTERIOR RENOVATIONS
PORT LAVACA, TX 77954

DRAWN BY
BKW/2022

PROJECT NUMBER
BKA-1021

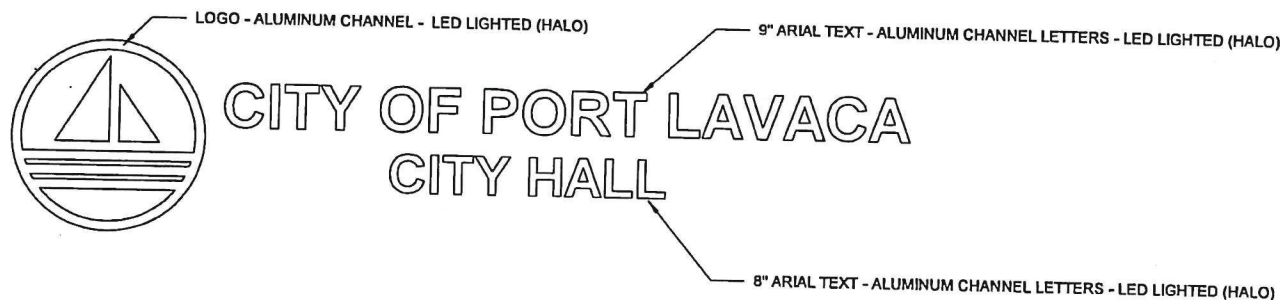
DATE
08/2022

SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER
A4.1

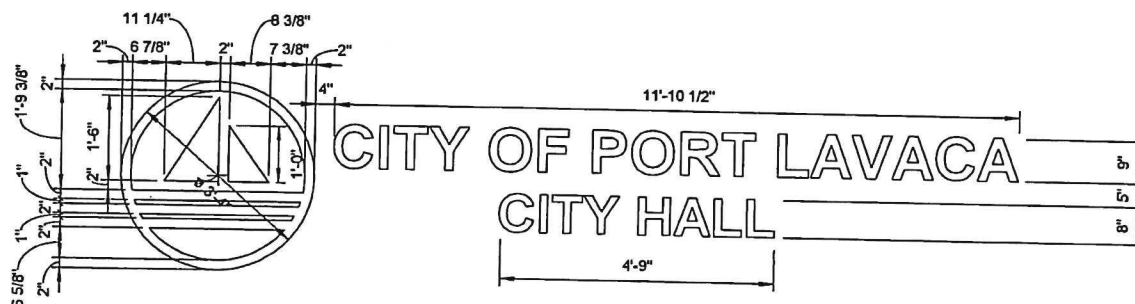
EXTERIOR SIGNAGE

L1.4



1 EXTERIOR SIGNAGE ELEVATION (3 LOCATIONS)

1/2" = 1'-0"



2 SIGNAGE DIMENSIONS

1/2" = 1'-0"

02/03/23

1/2" = 1'-0"

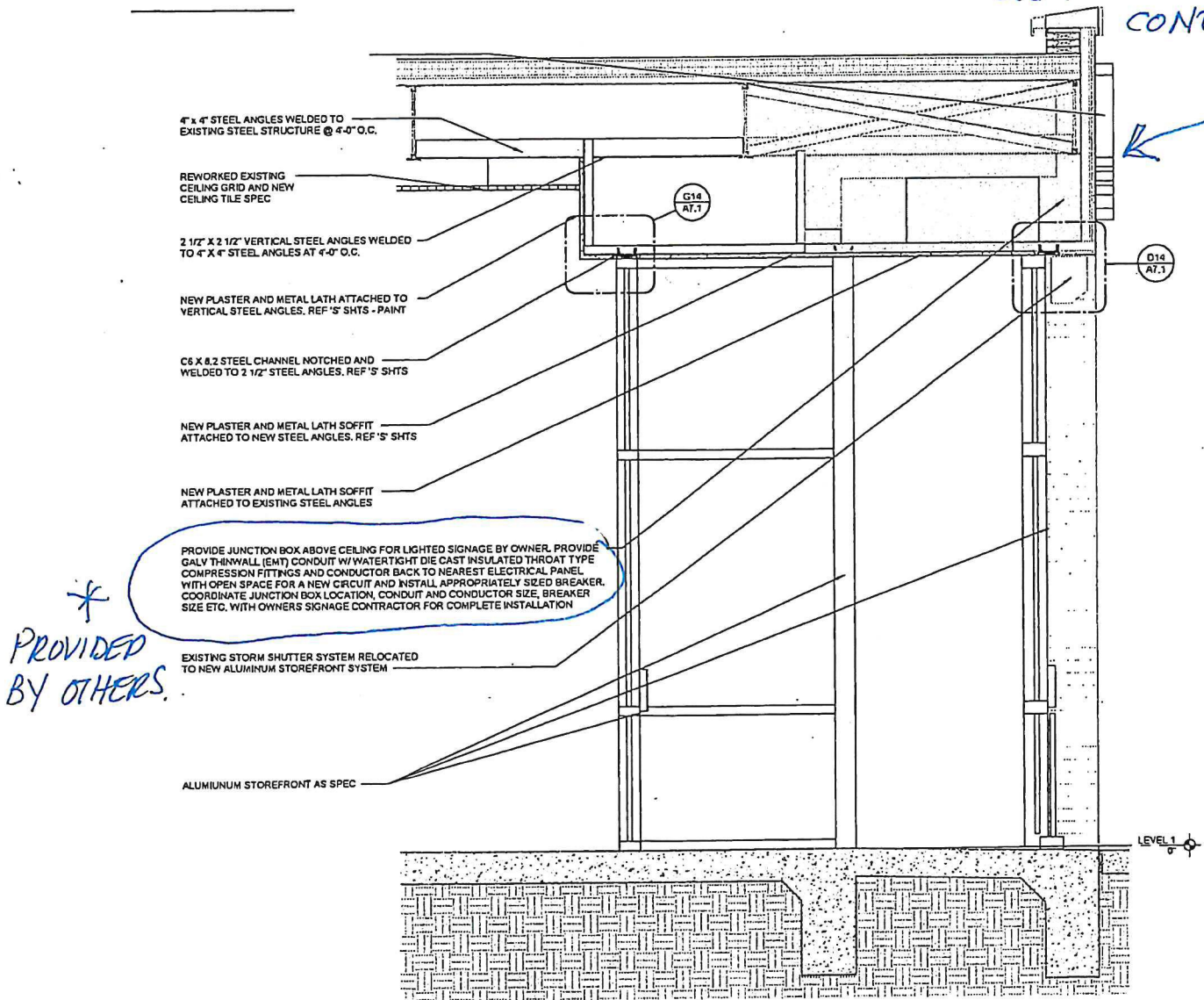
PHASE 2: ENTRY, PATIO & EXTERIOR RENOVATIONS
CITY HALL MASTER PLAN - CITY OF PORT LAVACA

THIS DOCUMENT IS INCOMPLETE AND IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

TRUE NORTH PLAN NORTH

RMA ARCHITECTS & INTERIOR DESIGNERS

LIGHTED EXT.
SIGN - THIS
CONTRACT



*
PROVIDED
BY OTHERS.

A7 STOREFRONT SECTION - UTILITY OFFICE
3/4" = 1'-0"

CITY HALL (BID ITEM 2.)
3 LOCATIONS.

COMMUNICATION

SUBJECT: Consider the recommendation of the Planning Board for a three-lot Preliminary and Final Plat, The De La Rosa Subdivision, CAD PIN #18025 and CAD PIN #18032, generally located at the corner of Juanita Street and Center Street. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: March 13,2023

DATE: 3/08/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: At the recommendation of the Planning Board, consider and discuss approval of a three-lot Preliminary and Final plat. The De La Rosa Subdivision, a subdivision of CAD PIN 18025 and CAD PIN 18032 generally located at the corner of Juanita Street and Center Street.

Sec. 42-6. - Procedure

A plat must be approved prior to the offering for sale of any lot, tract, or building site; prior to any construction work; and before any map of said subdivision is prepared in a form for recording.

The owners of CAD PIN 18025 and CAD PIN 18032 have sold Mr. Delarosa a portion of their lots. The portion sold was being unused due to a drainage ditch running through the property. Mr. Delarosa is wanting to use the property as a lay-down yard for his construction business. He plans to place a metal carport there to cover his tractors and materials. The area will be fenced with an access gate.

Below references the City Code of Ordinances, Chapter 42 – Subdivisions and Plats, where this Preliminary Plat request is compliant and will meet the ordinance as presented.

Sec. 42-2. - Purpose.

(c) The city planning commission, before approving any plats submitted to it, shall refer such plats to the departments, agencies, and utilities in this chapter named for their suggestions and comments by written report.

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

Sec. 42-6. - Procedure.

(b) *Preliminary plat.*

(1) The subdivider will cause a preliminary plat to be prepared by a licensed engineer and surveyor in accordance with article II of this chapter. In the case of a minor subdivision, the planning commission may waive certain requirements as outlined in this section for the submission of preliminary and final plats and plans. If the preliminary plat of a minor subdivision also satisfies the additional requirements for a final plat listed in article IV of this chapter, then the planning commission will consider the plat as the final plat if approved, and only the preliminary plat filing fee will be charged.

Department Comments:

Engineering: Recommend approval with decreased drainage easement width of 25' to 20' and an approved junction box between the City's and the newly installed private drainage pipes.

Fire: No Comments

Public Works: Recommend approval with water/wastewater taps to be installed prior to completion of the CDBG street improvement on Center Street.

Development Services: No Comments

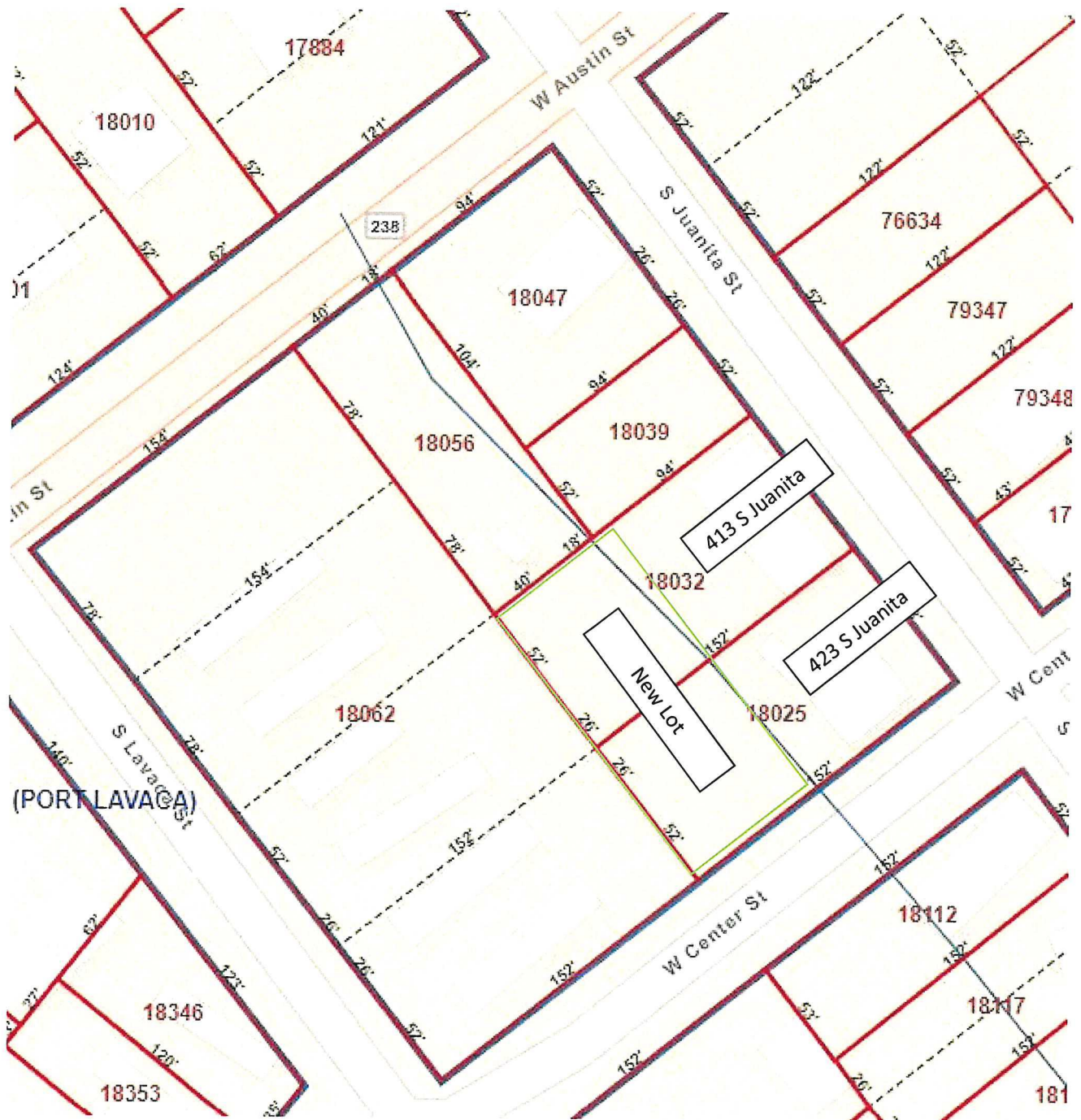
Planning Board Recommendation: Approval of the three-lot Preliminary and Final plat, De La Rosa Subdivision 3/06/2023

Staff Recommendation: Approval of the three-lot Preliminary and Final plat, De La Rosa Subdivision.

Attachments:

Delarosa Subdivision Preliminary and Final Plat
CAD view

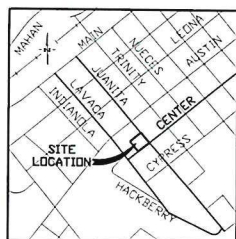
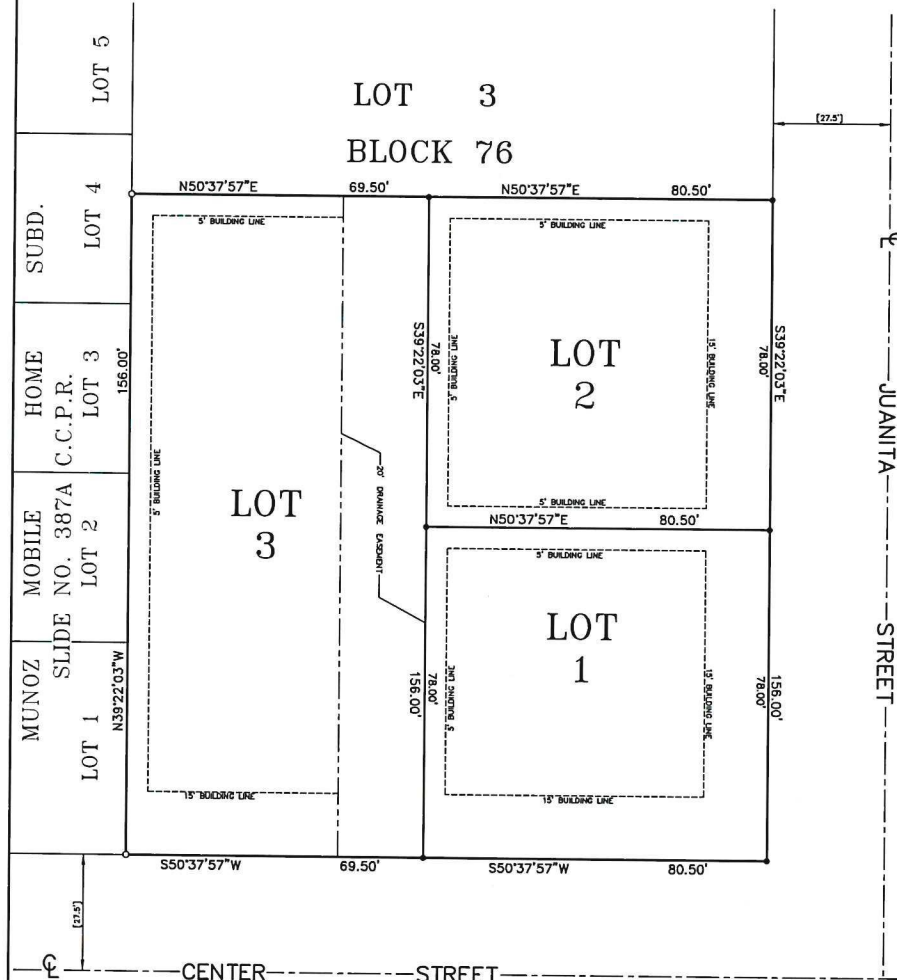
PROPOSED LAY DOWN YARD IN THE PORT
LAVACA ORIGINAL TOWNSITE SUBDIVISION



DE LA ROSA SUBDIVISION

0.54 ACRE SUBDIVISION

REPLAT OF LOT 1 & LOT 2 IN BLOCK 76 OF THE ORIGINAL TOWNSITE OF PORT LAVACA
RECORDED IN VOLUME B, PAGE 668 OF THE CALHOUN COUNTY PLAT RECORDS.
MAXIMO SANCHEZ SURVEY, ABSTRACT NO. 35 OF CALHOUN COUNTY, TEXAS

VICINITY MAP
R.T.S.

LEGEND

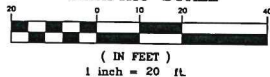
- EXISTING 5/8" IRON ROD UNLESS NOTED
 - EXISTING 1/2" IRON ROD
 - SET 5/8" IRON ROD WITH PLASTIC CAP
- C.C.D.R. CALHOUN COUNTY DEED RECORDS
C.C.D.R. CALHOUN COUNTY OFFICIAL RECORDS
[] PLAT OR DEED CALL

FLOOD DATA

ACCORDING TO THE APPROXIMATE SCALE OF THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48027C DUE E. REVISED OCTOBER 16, 2014, THIS PROPERTY IS LOCATED IN ZONE X.

NOTE: BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE SOUTH CENTRAL ZONE NAD83 GRID BASED ON STATION HAPC-0219 ON THE RTN NETWORK.

GRAPHIC SCALE



CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS DE LA ROSA 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.

ROSE RAMOS (LOT 1)

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROSE RAMOS, 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 _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

MINOR R. WILSON (LOT 2)

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MINOR R. WILSON, 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 _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

VERGIE T. REESE (LOT 3)

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED VERGIE T. REESE, 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 _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

CITY COUNCIL CERTIFICATE APPROVAL

STATE OF TEXAS
COUNTY OF CALHOUN

I, WANDY 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 _____, 2023.

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 _____, 2023.

BY: _____
JESSE W. HUBBELL
CHIEF APPRAISER

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

CALHOUN CO. E911 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT OF DE LA ROSA SUBDIVISION MEETS THE CURRENT E911 REQUIREMENTS.

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-5455

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 FEBRUARY 28, 2023.

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
TOLL-FREE: 1-800-222-0000
(361) 552-4509; PORT LAVACA (361) 323-7100; BAY CITY

FILE NO.:
10713-001
JOB NO.:
10713-001
SHEET NO.:
1 OF 1

FINAL PLAT

COMMUNICATION

SUBJECT: Consider the recommendation of the Planning Board for a Final Plat, PVS PL Hanuman LLC Subdivision, located north of SH 35 and east of Village Road; the property identification for this site is 93150 with the parcel containing 2.18 acres situated in the Alejandro Esparza Survey, Abstract No. 12 of Calhoun County, Texas and being a part of the same property shown as 3.079 acres in Express Inn Port Lavaca Subdivision. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: March 13, 2023 **AGENDA ITEM** _____

DATE: 03/07/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: At the recommendation of the Planning Board, consider a FINAL plat, PVS PL Hanuman LLC Subdivision, located north of SH 35 and east of Village Road. The property identification for this site is 93150 with the parcel containing 2.18 acres situated in the Alejandro Esparza Survey, Abstract No. 12 of Calhoun County, Texas and being a part of the same property shown as 3.079 acres in Express Inn Port Lavaca Subdivision.

Sec. 42-6. - Procedure

A plat must be approved prior to the offering for sale of any lot, tract, or building site; prior to any construction work; and before any map of said subdivision is prepared in a form for recording. Any plat filed for the first time shall be considered as a preliminary plat, except as otherwise stated in this chapter.

Sec. 42-2. - Purpose.

(c) The city planning commission, before approving any plats submitted to it, shall refer such plats to the departments, agencies, and utilities in this chapter named for their suggestions and comments by written report.

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

Sec. 42-5. - Policy.

(a) It shall be unlawful for any owner or agent of any owner of land to lay out, subdivide, plat or replat any land into lots, blocks, and streets within the jurisdictional area of this chapter without the proper approval of the planning commission. It shall be unlawful for any such owner or agent to offer for sale or sell property for building lots, building tracts or urban use therein, which has not been laid out, subdivided, platted, or replated with the approval of the planning commission in accordance with this chapter.

The applicant has prepared plans to construct a new motel at this location. This area is well suited to support a new motel and the plat serves as the legal location for the proposed motel upon approval of the platting process.

Department Comments:

Engineering:

- Sidewalk to be added for the length of the property.

ARTICLE VI. - DESIGN STANDARDS

Sec. 42-132. - Streets and alleys.

(4) Sidewalks shall be installed on both sides of all streets, a distance of one foot from the property line, and in all designated pedestrian easements. Sidewalks shall be a minimum of five feet wide. Where sidewalks intersect with new or existing street curbs, a ramp shall be built into the curb so that the sidewalk and street blend into a common level. Such ramp shall conform to the requirements of ANSI A117.1.

Public Works:

- No comment

Fire:

- Denote location of the fire hydrant

ARTICLE III. - CONSTRUCTION PLAN REQUIREMENTS

Sec. 42-54 Urban subdivisions.

(b) Water system. A plan of the proposed water system which shows the estimated peak demand flows, and the sizes and types of all lines, fittings, and valve boxes. The proposed water system plan shall also show the location of all fire hydrants with an indicated elevation of the top of the proposed curb at its location.

Development Services:

- No comment

Planning Board Recommendation: APPROVAL of the final plat, PVS PL Hanuman LLC Subdivision. 3/06/2023

Staff Recommendation: APPROVAL of the final plat, PVS PL Hanuman LLC Subdivision.

February 13, 2023 City Council recommended approval of the preliminary plat

February 6, 2023 Planning Board recommendation approval of the preliminary plat

Attachments:

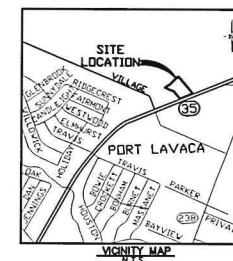
- PVS PL Hanuman LLC Subdivision

PVS PL HANUMAN LLC SUBDIVISION

2.18 ACRE SUBDIVISION

BEING ALL OF THE SAME PROPERTY DESCRIBED AS 2.18 ACRES IN SPECIAL WARRANTY DEED DATED FEBRUARY 2, 2023 RECORDED IN FILE NO. 2023-00295 OF THE CALHOUN COUNTY PLAT RECORDS

ALEJANDRO ESPARZA SURVEY, ABSTRACT NO. 12 OF CALHOUN COUNTY, TEXAS

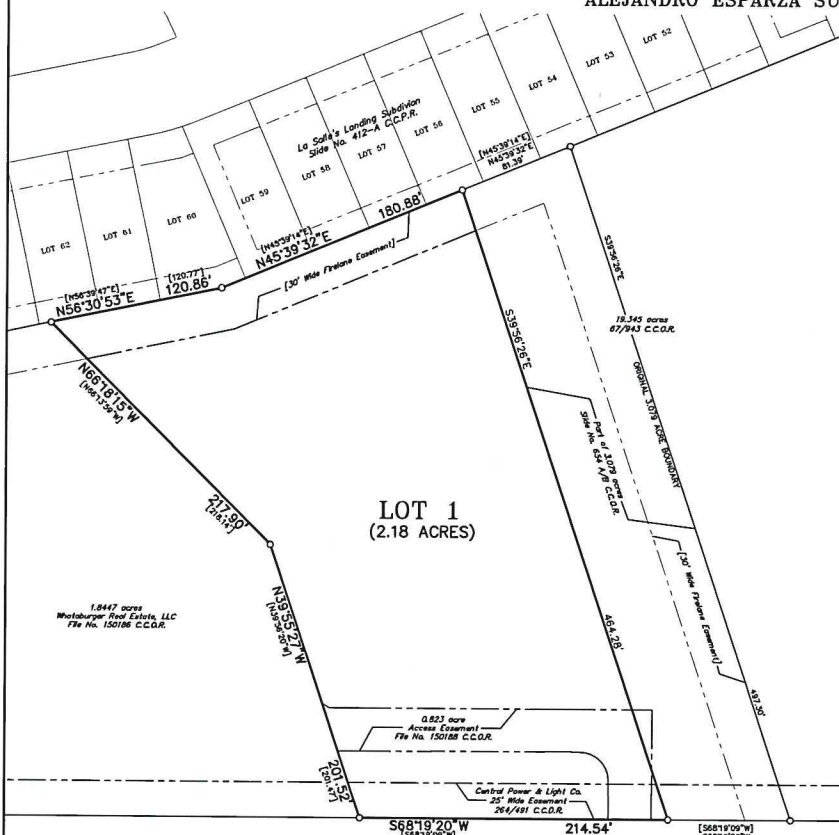


CHECKED BY:
H.A.D.
DATE:
JAN. 30 2023
SCALE:
1" = 60'

G & W ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
205 W. LIVE OAK STREET, PORT LAVACA, TEXAS 77979
TBPPLS FIRM NO.: 10022100
(361) 552-4509; PORT LAVACA (979) 323-7100; BAY CITY

FILE NO.:
10567-001
JOB NO.:
10567-001
SHEET NO.:
1 OF 1

FINAL PLAT



STATE HIGHWAY NO. 35

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS
COUNTY OF CALHOUN

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS PVS PL HANUMAN LLC 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.

REPRESENTATIVE
PVS PL HANUMAN, LLC.

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, 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 _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

COUNTY CLERK CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

CITY COUNCIL CERTIFICATE APPROVAL

STATE OF TEXAS
COUNTY OF CALHOUN

I, HENRY 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 _____, 2023.

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/AS 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 31.06 (H)].

SIGNED THIS THE _____ DAY OF _____, 2023.

BY: _____
JESSE W. HUBBELL,
CHIEF APPRAISER

CALHOUN CO. E911 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT OF PVS PL HANUMAN LLC SUBDIVISION MEETS THE CURRENT 911 REQUIREMENTS.

RAQUEL MORALES
DISTRICT COORDINATOR
(361) 552-5455

I, HENRY A. DANTYSH, 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 JANUARY 26, 2023.

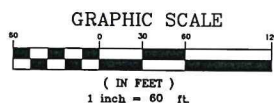
G & W ENGINEERS, INC.
HENRY A. DANTYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088



FLOOD DATA.
ACCORDING TO THE APPROXIMATE SCALE OF THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48057C 0045 C, REVISED OCTOBER 16, 2014, THIS PROPERTY IS LOCATED IN ZONE X.

LEGEND

- EXISTING 6" 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.D.R. CALHOUN COUNTY OFFICIAL RECORDS
- [] PLAT OR DEED CALL



NOTE: BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE SOUTH CENTRAL ZONE NAD83 GRID BASED ON STATION NADPC-0219 ON THE RTK NETWORK.

COMMUNICATION

SUBJECT: Consider request of The Harbor Children's Alliance and Victim Center for closure of streets adjacent to 215 W. Railroad Street for the annual hosting of "Celebrate the Child Picnic" on Saturday, April 01, 2023 from 9:00 a.m. to 2:00 p.m. The streets to be closed are N. Benavides from rear of the Library driveway to W. Railroad and W. Railroad from N. Benavides to N. Ann. Presenter is Jody Weaver

INFORMATION:



The Harbor Children's Alliance & Victim Center

The month of April has been designated Child Abuse Awareness and Prevention Month in the United States. The goal is to raise public awareness about child abuse and neglect and to educate communities and individuals on how to help keep our children safe. In observance of Child Abuse Awareness & Prevention Month, The Harbor Children's Alliance & Victim Center will be hosting our Annual Celebrate The Child Picnic on Saturday, April 1, 2023 at The Harbor, 215 W. Railroad Street from 10 am to 2 pm. This is an event that has been designed to bring awareness to ending child abuse and neglect, but also to celebrate the children and remind them of how special they are.

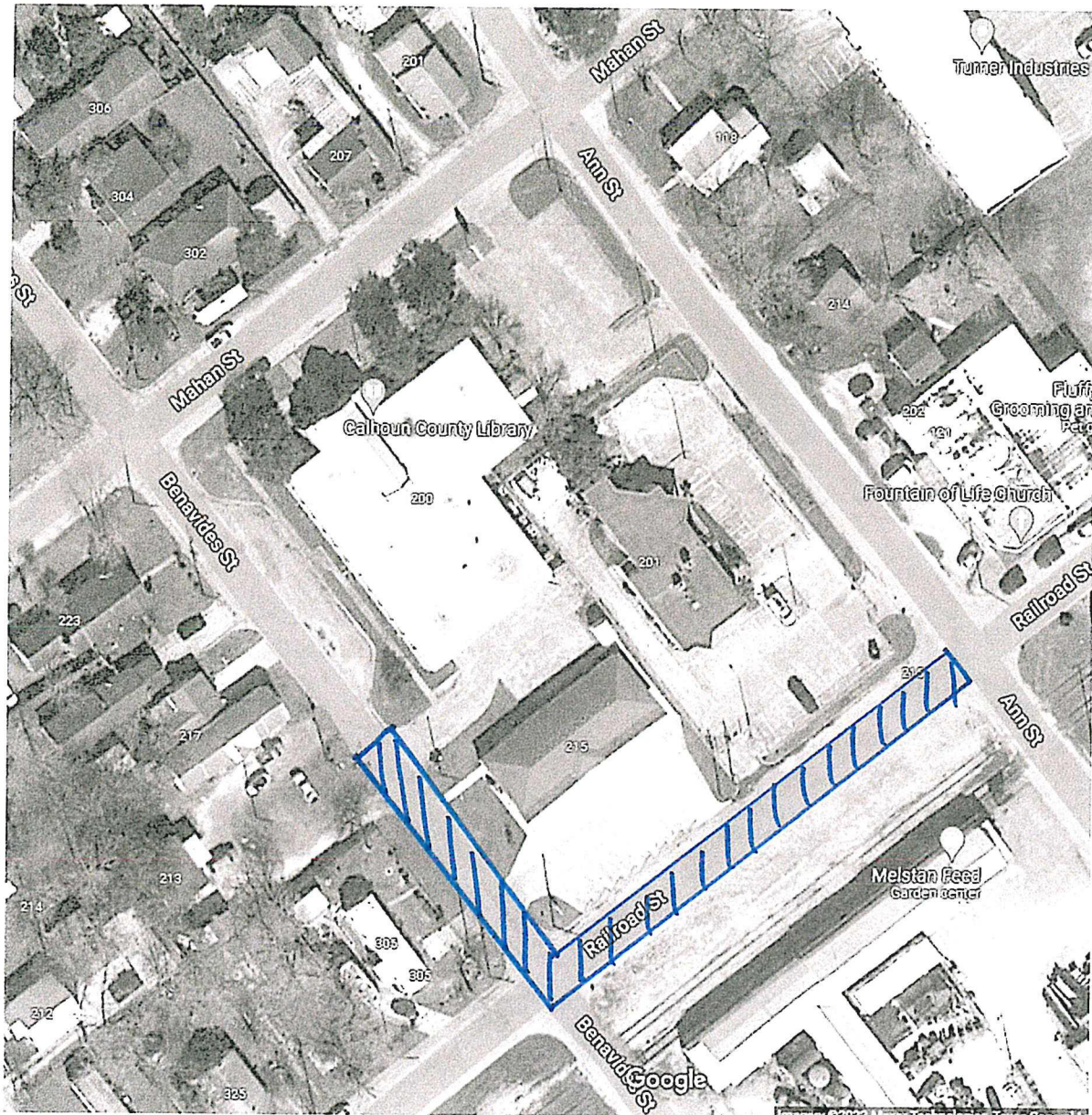
Since April is designated as Child Abuse Awareness and Prevention Month, we will begin the event by reading a proclamation and blowing bubbles in honor of the 116 children that were interviewed at our center last year. Local agencies such as The Port Lavaca Police Department, Port Lavaca Fire Department, EMS, Calhoun County Sheriff's Office, and DPS will attend and have tables set up to give parents information on keeping their children safe and it allows the children to interact with them to know that they are "trusted adults" that can help them if they find themselves in a dangerous situation. We will also have other social service organizations on site to let parents know about the resources that are available here in town as well as food, games and a bounce house to bring added fun to this event.

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

Marc Walton

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





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

THE CALHOUN COUNTY LIBRARY

PRESENTS:

Fun

"CELEBRATE THE CHILD" PICNIC

&

EASTER EGG HUNT

Food

**In observance of
Child Abuse Awareness**

&

Prevention Month

Games

10:00AM-Proclamation Signing & Bubble Blowing Ceremony

12:00PM- Easter Egg Hunt Begins

SATURDAY, APRIL 1, 2023

10:00AM-2:00PM

WHERE:

215 W. RAILROAD ST.

&

200 W. MAHAN ST.

First 100 kids get a free shirt



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



Times:

**12:00PM-0-3 years
12:20PM-4-7 years
12:40PM-8-11 years**