



CITY COUNCIL REGULAR MEETING

Monday, January 09, 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, January 09, 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.

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/81793583407?pwd=cktTN05lWGpVQlppaCszMm9pTWpWQT09>

Meeting ID: 817 9358 3407

Passcode: 995664

One Tap Mobile

*+13462487799,,81793583407#,,, *995664# US (Houston)*

Dial by your location

+1346 248 7799 US (Houston)

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.](#) A. Minutes of December 12, 2022 Regular Meeting
- [B.](#) B. Review of Credit Card Statement
- [C.](#) C. Receive Monthly Financial Highlight Report
- [D.](#) D. Ratify Lease of Tract 3 at the Harbor of Refuge to Encore Dredging, LLC
- [E.](#) E. Ratify Resolution No. R-010923-2 for Police Department to apply for Grant Funds from the Office of the Governor, Public Safety Office Criminal Justice Division for the Bullet-Resistant Shield Grant Program
- [F.](#) F. Receive quarterly financial statements for fiscal year 2023 as of 12/31/22

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

- [1.](#) Consider Resolution No. R-010923-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 06, 2023 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant
- [2.](#) Consider contract with Hahn Equipment in the amount of \$26,121.07 for repairs to the Main Lift Station Pump. Presenter is Wayne Shaffer
- [3.](#) Consider award of Construction Bid for the Lynn's Bayou Wastewater Treatment Plant (WWTP) Improvements per AECOM Engineering Project No. 60659778. Presenter is Wayne Shaffer
- [4.](#) Consider award of Construction Bid for the 2022 Nautical Landings Electrical Improvements. Presenter is Derrick Smith
- [5.](#) Consider award of the Bank Depository Contract and execution of Depository Agreement and Depository Pledge Agreement for City Funds. Presenter is Susan Lang

6. Consider Second and Final Reading of an Ordinance (G-11-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 12 – Buildings and Building Regulations, Sec. 12-1 Construction Code Services: Fee Table 3 – Construction or Improvement of a Residential Dwelling) (Chapter 26 – Manufactured Housing and Recreational Vehicle Parks, Sec. 26-9 and 26-26) and providing an effective date. Presenter is Derrick Smith
7. Consider Second and Final Reading of an Ordinance (G-12-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 50 – Utilities, Sec. 50-67 Water User Rates; Sec. 50-122 to Sec. 50-123 Sewer Table Rates) and providing an effective date. Presenter is Susan Lang
8. 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
9. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, January 09, 2023**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, January 06, 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: A. Minutes of December 12, 2022 Regular Meeting

INFORMATION:

**CITY COUNCIL REGULAR MEETING**

Monday, December 12, 2022 at 6:30 PM

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

MINUTES

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

On this the 12th day of December, 2022, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

Jack Whitlow	Mayor
Jerry Smith	Councilman, District 1
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) Public Works Director Shaffer recognized Michael Valle for receiving a Class C Water Distribution License.

VI. PROCLAMATION(S) None

VII. 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.

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

- A. Minutes of November 14, 2022 Regular Meeting
- B. Review of the Credit Card Statement
- C. Receive monthly Financial Highlight Report
- D. Ratify GLO Contract #20-065-071-C198 CDBG-DR Amendment No. 1 for Phase 2 Construction contract to Lester Contracting, Inc.
- E. Ratify Agreement between City and Chamber of Commerce for Event Management and Marketing Services for FY 2021 through FY 2023 that was discussed at the June 20, 2020 Council Workshop.

Motion made by Councilman District 6 Barr

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

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

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 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. **The City of Port Lavaca will hold a Public Hearing regarding the submission of an application to the Texas Department of Agriculture for one or more Texas Community Development Block Grant Program (TxCDBG) grants for Program Year 2023. Presenter is GrantWorks Rep**

Mayor opened Public Hearing at 6:36 p.m.

Roxy Sandoval of GrantWorks addressed Council regarding the submission of an application to the Texas Department of Agriculture for one or more Texas Community Development Block Grant Program (TxCDBG) grants for Program Year 2023.

Mayor closed Public Hearing at 6:50 p.m.

No action necessary and none taken.

2. **Review results of Cyber Security assessment from VC3, Inc. Presenter is Susan Lang**

Finance Director Lang advised Council there is always room for improvement and/or confirmation of our current ability to detect, prevent and respond to cyber threats. VC3 was at the TML Conference and offered a cyber security assessment to the city, at no cost. Scans of the City's network infrastructure were performed in October and November and detailed questionnaires were filled out by our IT Managed Services Provider and city staff to complete the assessment. Mr. A. J. Siebert, Account Executive with VC3 was in attendance to discuss the results.

No action necessary and none taken.

3. **Consider award of a Professional Services Agreement between the City of Port Lavaca and VC3, Inc. for Information Technology (IT) Manage Services; associated Budget Amendment to fund additional services for FY 2023 and authorize Interim City Manager to electronically execute. Presenter is Susan Lang**

Finance Director Lang advised Council that the results of the recent Cyber Security Assessment performed by VC3, Inc. were shared with the Finance Committee on November 22, 2022. At this meeting, staff also discussed the Managed Services that could be provided to the City by VC3, Inc. and an in-depth question and answer session was held.

The Finance Committee unanimously agrees with staff's recommendation to change Managed Services Providers for the city's information technology needs. Staff recommend waiting until the January, 2023 to provide the required 30-day notice as per city contract and the coordination will be handled between VC3, Inc. and our current Managed Services Provider.

The Finance Committee did a great job in pointing out that the city contract will bring more clients to VC3, Inc. and for that consideration, they agreed to delay the first two months billing, which amounted to almost \$30,000.00 savings for the first year. The overall net increase for managed services will be \$50,130.00 for Fiscal Year (FY) 2023. The increase to Managed Services for FY 2024 will be another \$20,603.00; however, as servers are decommissioned, and efficiencies realized, city may see this amount decrease.

Additionally, it was discovered during staff's review of the budget, that city has not been distributing the cost of Managed Service fees to the Public Utility Fund (PUF); therefore, the proposed budget amendment captures the entire cost of Managed Services that should be recognized in the PUF, and the net increase required to the General Fund (GF).

Staff recommends approval of the Managed Services agreement with VC3, Inc. and associated budget amendment to fund the additional services for FY 2023, and authorize the Interim City Manager to execute the electronic agreement.

Motion made by Councilman District 1 Smith

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

THAT, in accordance with recommendation of staff, Council hereby approves award of a Professional Services Agreement between the City of Port Lavaca and VC3, Inc. for Information Technology (IT) Managed Services, with the provision that a Financial Clause be added to the contract, as recommended by City Attorney.

BE IT FURTHER RESOLVED, that the associated Budget Amendment to fund additional services for Fiscal Year 2023 is hereby authorized.

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

4. **Consider termination of Fiscal Year-End (FYE) 2021-2023 Chamber of Commerce Events/Marketing Agreement and approve a new Fiscal Year (FY) 2022-2023 Chamber of Commerce Events/Marketing Agreement, which adds a Communications Services Clause. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that for the last year of the 3-year agreement with the Chamber of Commerce, the following additions/changes are proposed:

- Provide a description of the make-up of the Events Committee as follows:
 - Events Coordinator - Chair
 - City Finance Director – Vice Chair
 - Chamber of Commerce Representative
 - Local Hotel/Motel Representative – City of Port Lavaca at Large
 - Commercial Business Representative – City of Port Lavaca at Large
 - Commercial Business Representative – Main Street
- Event Manager will assist in the coordination between the City staff/resources and other entities, for events where the City has agreed to participate such as Main Street, Inc. events and Juneteenth celebration.
- In the list of events, add “Movies in the Park” and “Monster Mile Mash”
- In addition to “Events Management” and “Marketing,” add a third category “Communications for an additional \$15,000.” The agreement will terminate on September 30, 2023 before which time we will evaluate and decide whether to continue with these services and if so, at what level of compensation.

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 termination of Fiscal Year-End (FYE) 2021-2023 Chamber of Commerce Events/Marketing Agreement and approve a new Fiscal Year (FY) 2022-2023 Chamber of Commerce Events/Marketing Agreement, which adds a Communications Services Clause, a copy which is on file in the Office of the City Secretary, in its entirety.

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

5. **Consider cost savings to provide a chain-link fence instead of a 3-rail aluminum fence at the Skate Park. Presenter is Jody Weaver**

Interim City Manager Weaver reminded Council that at the October 10, 2022 Council meeting, Council awarded a contract to Sylva Construction for the Parking Lot improvements project which included 225 LF of 48" high aluminum fencing along Seadrift Street. Council directed staff to investigate the price difference between a Cyclone fence (Chain-link) and the Aluminum fence.

- The Aluminum fencing (48") as bid is \$77.70/LF or \$17,482.50 total.
- A Black Chain-link fence (48") would be \$49.96/LF or \$11,240.00 (\$6,242.50 savings). For perspective, \$6,242.50 will buy 144 LF of 5 ft sidewalk.

During the planning phases of this project, the Parks Board advised they preferred the look and durability of the Aluminum Fence. A Change Order would need to be provided for whatever type of fence is approved by Council.

Motion made by Councilman District 3 Tippit

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

THAT, Council hereby approves the cost savings of a Black Chain-link Fence, in the amount of \$6,242.50, instead of a 3-rail Aluminum at the Skate Park.

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 6 Barr

Voting Nay:
Councilman District 5 Ward

6. **Consider award of Buyboard Contract No. 581-19 to Brown and Root for the City of Port Lavaca Animal Shelter. Presenter is Jody Weaver**

Interim City Manager Weaver reminded Council that in November, staff was considering a Job Order Contract with Brown & Root to renovate and make various required improvements to the Animal Shelter. The cost for the proposed scope of work was \$440,142.00.

Taking into account discussions during the Council meeting, staff asked Brown & Root to revisit the project design and remove the roll up doors in the CMU walls and install louvers in their place. With this design, the CMU block is reduced from 12" to 8" and all the new steel work needed to bird proof the building is removed since the building would now be fully enclosed. The revised cost is \$306,672.00.

The State did come inspect the shelter a couple weeks ago and held off on taking any action against the shelter since this project was projected to begin after the first of the year. Staff is to notify the inspector once the work begins so he can come inspect and verify that the work is in fact underway.

Staff has budgeted \$250,197.00, so \$56,475 is needed from General Fund Reserves. It is staff's recommendation to award Buy Board Contract #581-19 to Brown & Root for the Base Bid amount of \$306,672.00.

Motion made by Councilman District 5 Ward

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

THAT, in accordance with the recommendation of staff, Council hereby awards Buy Board Contract #581-19 to Brown & Root, for the City of Port Lavaca Animal Shelter Renovation Project, for the Base Bid amount of \$306,672.00 a copy which is on file in the Office of the City Secretary, in its entirety.

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

Seconded by Councilman District 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 approval of AECOM Task Order No. 5 for the following Scope of Work: City of Port Lavaca Lynn's Bayou Wastewater Treatment Plant Expansion; Basic Services Items 1, 2, 3, in the total amount of \$494,588.00; authorize Budget Amendment for loan to Public Utility Fund from General Fund in the same amount and authorize a Notice to Proceed on December 13, 2022. Presenter is Wayne Shaffer**

Department of Public Safety Shaffer advised Council that the City's Wastewater Treatment Plant (WWTP) has exceeded 75% capacity for 3 or more consecutive months and Texas Commission on Environmental Quality (TCEQ) has mandated that engineering design must begin to expand the WWTP capacity. The initial step down this road was to perform some needed improvements to the plant which were identified in the study performed by AECOM a year ago. That project is currently in the bid phase and is scheduled to bid on December 14, 2022. Staff must now take the next step to begin the engineering for the construction of the WWTP Plant Expansion, which will provide additional capacity.

AECOM has submitted a proposal for a Task Order No. 5 which includes design work up to 30% complete and assistance as needed to apply for a Texas Water Development Loan for funding for the project if that is the direction we want to go. The total engineering fee for this scope is \$494,588.00.

The Finance Committee has reviewed the financial impact for this contract and has agreed that the Public Utility Fund will borrow funds from the General Fund that will be paid back at a later date. It is staff's recommendation to award to AECOM Task Order No. 5 to AECOM's Master Engineering Services Agreement, dated May 10, 2022 in the amount of \$494,588 to include Basic Services 1, 2 and 3 as outlined in the proposal dated 10/21/2022.

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 AECOM Task Order No. 5 for the following Scope of Work: City of Port Lavaca Lynn's Bayou Wastewater Treatment Plant Expansion; Basic Services Items 1, 2, 3, in the total amount of \$494,588.00; and also authorizes a Notice to Proceed on December 13, 2022.

BE IT FURTHER RESOLVED, that a Budget Amendment for a loan to the Public Utility Fund from the General Fund, in the amount of \$494,588.00, is hereby authorized.

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

8. **Consider approval of AECOM Task Order No. 6 for Bid and Construction Phase Services for the Lynn's Bayou Wastewater Treatment Plant Improvement project, in the amount of \$127,317.00. Presenter is Wayne Shaffer**

Interim City Manager Weaver advised Council that AECOM Task Order No. 4, approved on May 10, 2021, covered the design and preparation of the Bid Package.

AECOM Task Order No. 6 covers the Bid Phase and Construction Phase Services. Staff has actually already started the bidding phase. A Mandatory Prebid conference was held on Wednesday, December 7, 2022 with 5 General Contractors in attendance. Bids are due on December 14, 2022.

This projected fee of \$118,519 for Bidding and Construction Phase plus \$8,798.00 for materials testing, totaling \$127,317.00 will come from the Series 2022 CO Bonds.

Staff recommends approval of AECOM Task Order No. 6 to AECOM's Master Engineering Services Agreement, dated May 10, 2022 in the amount of \$127,317.00.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with recommendation of staff, Council hereby approves AECOM Task Order No. 6 for Bid and Construction Phase Services for the Lynn's Bayou Wastewater Treatment Plant Improvement project, in the amount of \$127,317.00, to come from the Series 2022 CO Bonds.

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 Second and Final Reading of an Ordinance (G-9-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Sec. 12-21, to provide a Temporary Housing Permit to allow placement of a Recreational Vehicle (RV) on site of an active residential permit for up to 180 days; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

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 the Second and Final Reading of an Ordinance (G-9-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Sec. 12-21, to provide a Temporary Housing Permit to allow placement of a Recreational Vehicle (RV) on site of an active residential permit for up to 180 days; providing for severability; providing a repealing clause; and providing an effective date.

Seconded by Councilman District 1 Smith

Voting Yea:

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

10. **Consider Second and Final Reading of an Ordinance (G-10-22) of the City of Port Lavaca repealing Chapter 26 of the City of Port Lavaca Code of Ordinances and adopting a New Chapter 26 of the City of Port Lavaca, Texas Code of Ordinances, Regulating Manufactured Housing and Recreational Vehicles (RV), Manufactured Housing Subdivisions, Manufactured Housing Parks, Recreational Vehicle Parks; Providing for Permits; Setting Fees; Establishing an Appeals Process; Setting Penalties for Violations; Providing a Repealing Clause; Providing a Severability Clause; and Setting 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 Second and Final Reading of an Ordinance (G-10-22) of the City of Port Lavaca repealing Chapter 26 of the City of Port Lavaca Code of Ordinances and adopting a New Chapter 26 of the City of Port Lavaca, Texas Code of Ordinances, Regulating Manufactured Housing and Recreational Vehicles (RV), Manufactured Housing Subdivisions, Manufactured Housing Parks, Recreational Vehicle Parks; Providing for Permits; Setting Fees; Establishing an Appeals Process; Setting Penalties for Violations; Providing a Repealing Clause; Providing a Severability Clause; and Setting an effective date of January 01, 2023.

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

11. **Consider First Reading of an Ordinance (G-11-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 12 – Buildings and Building Regulations, Sec. 12-1 Construction Code Services: Fee Table 3 – Construction or Improvement of a Residential Dwelling) (Chapter 26 – Manufactured Housing and Recreational Vehicle Parks, Sec. 26-9 and 26-26) and providing an effective date. Presenter is Derrick Smith**

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 the First Reading of an Ordinance (G-11-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 12 – Buildings and Building Regulations, Sec. 12-1 Construction Code Services: Fee Table 3 – Construction or Improvement of a Residential Dwelling) (Chapter 26 – Manufactured Housing and Recreational Vehicle Parks, Sec. 26-9 and 26-26) and providing an effective date.

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 Budget Report from Undine for the Treatment of Raw Water within City of Port Lavaca jurisdiction for the 2023 Fiscal Year. Presenter is Jody Weaver**

City Councilmembers received a Budget Report from Undine for the Treatment of Raw Water within City of Port Lavaca jurisdiction for the 2023 Fiscal Year.

No action necessary and none taken.

13. **Consider First Reading of an Ordinance (G-12-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 50 – Utilities, Sec. 50-67 Water User Rates; Sec. 50-122 to Sec. 50-123 Sewer Table Rates) and providing an effective date. Presenter is Susan Lang**

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 the First Reading of an Ordinance (G-12-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 50 – Utilities, Sec. 50-67 Water User Rates; Sec. 50-122 to Sec. 50-123 Sewer Table Rates) and providing an effective date.

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

14. **Consider request of Martin Perez of 1317 Burkedale Dr. for a variance request to City Code of Ordinance Chapter 12 Building and Building Regulation, Article II Building Trade Codes, Section 12-24 Building Setbacks. Presenter is Derrick Smith**

Development Services Director Smith advised Council that this Variance request is for a home addition to be built with a rear lot setback of 18-foot 6-inches. This dwelling is located in the Burkshire subdivision which has a rear lot setback of 25 feet. This request is 6-feet 4-inches less than the minimum code requirement; therefore, the following code requirements are not feasible to be met, and the home expansion project requires a variance approval to such code.

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

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

THAT, in accordance with recommendation of staff, Council hereby approves request of Martin Perez of 1317 Burkedale Dr. for a variance request to City Code of Ordinance Chapter 12 Building and Building Regulation, Article II Building Trade Codes, Section 12-24 Building Setbacks.

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

15. **Receive notification in accordance with Item 2 of the Fourth Amendment to the Municipal Contract between BFI Waste Services of Texas, LP d/b/a Republic Services of Corpus Christi and the City of Port Lavaca, submission of annual letter reflecting a 4.00% increase in the Base Rate for commercial services only to become effective February 1, 2023. Presenter is Jody Weaver**

Interim City Manager Weaver submitted Council with the following letter:

In accordance with Item 2 of the Fourth Amendment to the Municipal Contract between BFI Waste Services of Texas, LP d/b/a Republic Services of Corpus Christi and the City of Port Lavaca, we hereby submit our annual letter reflecting a 4.00% increase in the Base Rate for commercial services only to become effective February 1, 2023.

The Base Residential Contract Rate as of May 1, 2022, was \$19.53 and will remain flat until February 1, 2024. The commercial rate sheet is attached for review. Should you have any questions concerning the price increase or our service, please do not hesitate to call me.

No action needed and none taken.

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**

Mayor Whitlow announced a Recess at 8:09 p.m.

Mayor Whitlow announced return from Recess at 8:26 p.m.

Mayor Whitlow announced that Council would retire into closed session at 8:26 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 9:17 p.m. and there would be no action necessary with regard to matters in closed session

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 3 Tippit

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

Meeting adjourned at 9:19 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: B. 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
November 8, 2022 to December 8, 2022**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	\$10,493.81
- Payments	\$10,493.81
- Other Credits	\$0.00
+ Purchases	\$6,199.35
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$6,199.35

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$19,225.00
 Statement Closing Date December 8, 2022
 Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$6,199.35
 Minimum Payment Due: \$185.99
Payment Due Date: January 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
11/21	11/21	F112700NM00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$10,493.81-

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: \$6,199.35
 Minimum Payment Due: \$185.99
Payment Due Date: January 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

112733907000030500018599000006199355

**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				\$10,493.81-
11/08	11/08	5543286N86345W2EB	AMZN MKTP US*HB7FB6FV0 AMZN.COM/BILL WA	\$117.11
11/23	11/23	5543286NP5XVGBT36	AMZN MKTP US*HI3C38UB2 AMZN.COM/BILL WA	\$47.96
11/23	11/24	5543286NP5XYVZ1S	AMZN MKTP US*HW7FE4VT0 AMZN.COM/BILL WA	\$46.53
11/23	11/24	5543286NP5XYBLTM1	AMZN MKTP US*HI8TE7IB2 AMZN.COM/BILL WA	\$47.99
11/25	11/25	5543286NT5YBJ1SRM	AMZN MKTP US*HW1J02QC0 AMZN.COM/BILL WA	\$31.26
12/03	12/05	5530876P2FY5NTZMY	SHELL OIL 575407828QPS VICTORIA TX	\$65.00
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX0727				\$355.85
11/07	11/08	5545702N72DLRKPZG	IDENTOGO - TX FINGERPR BILLERICA MA	\$10.21
11/30	12/01	5543286NY5ZS1B1SR	AMZN MKTP US*7J4UV1PZ3 AMZN.COM/BILL WA	\$55.94
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$66.15
12/01	12/02	5548077P02LSBNGWM	ACADEMY SPORTS #128 VICTORIA TX	\$119.06
JAVIER RAMOS				
TOTAL XXXXXXXXXXXX0867				\$119.06
12/07	12/08	2524780P500HA54G8	VC PAYMENTS VICTORIA TX	\$25.00
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$25.00
11/09	11/11	8518412NAS66JB0JH	TEXAS MUNICIPAL CLERKS 940-5653488 TX	\$119.00
11/15	11/16	8271116NG0000D6XM	TEXASELECTIONLAWS.COM AUSTIN TX	\$175.00
11/17	11/18	2526508NJ000QN5SY	BULKMUNITIONS 855-5888918 TN	\$210.94
11/19	11/20	5550036NK2DKMY8BW	ACADEMY SPORTS + OUTDO 2816465564 TX	\$166.87
11/19	11/20	5550036NK2DKMY8BW	ACADEMY SPORTS + OUTDO 2816465564 TX	\$75.75
11/23	11/24	0541601NP43ADEVY9	SAMSClub #6471 VICTORIA TX	\$97.98
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$845.54
11/08	11/08	5543286N8634XJR33	AMZN MKTP US*H22KC7921 AMZN.COM/BILL WA	\$278.00
11/09	11/11	5543687NA5186ZE8E	FORMS FULFILLMENT CENT 914-3456268 NY	\$1,012.89
11/17	11/18	5543286NH5WAVYZA5	AMZN MKTP US*HI4NR4E31 AMZN.COM/BILL WA	\$12.69
11/18	11/20	0265390NKHEVHZH5M	THE WEBSTaurant STORE 717-392-7472 PA	\$322.77
11/22	11/22	1230202NN000BT4KR	MICROSOFT*SUBSCRIPTION REDMOND WA	\$108.24
11/30	12/01	0230096NY8PMWH6GB	GOVERNMENT FINANCE OFF CHICAGO IL	\$150.00
11/30	12/01	0230096NY8PMWH6MP	GOVERNMENT FINANCE OFF CHICAGO IL	\$150.00
12/01	12/02	0230096NZ8PNEGGB	GOVERNMENT FINANCE OFF CHICAGO IL	\$190.00
SUSAN LANG				
TOTAL XXXXXXXXXXXX1345				\$2,224.59
11/11	11/13	5543286NB5SMF9NBT	APPLE.COM/BILL 866-712-7753 CA	\$2.99
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$2.99
11/09	11/10	5554750N95SSLA6JM	RECONYX, INC 6087816064 WI	\$878.44
11/18	11/20	5531020NJ2DK044YY	AMZN MKTP US*HI9TL6JA2 AMZN.COM/BILL WA	\$59.98
11/21	11/23	0230537NN5SQDSZR7	HOBBY-LOBBY #0047 VICTORIA TX	\$220.73
11/24	11/24	5548077NR8AZ1AD0Z	RECONYX 8664936064 WI	\$10.80
11/25	11/27	5543286NT5YDWKLFQ	AMAZON.COM*HW5NT3DY0 AMZN.COM/BILL WA	\$39.99
12/01	12/04	8535354P0WGNB20GM	US DRUG TEST CTRS - OR LAS VEGAS NV	\$199.95
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$1,409.89

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
11/08	11/09	5548872N9BLYKES8F	TEXAS COMM FIRE PROT 5129363842 TX	\$92.28
JOE REYES JR				
TOTAL XXXXXXXXXXXXX0215				\$92.28
11/07	11/08	5543286N7631JLMMH	UPS*BILLING CENTER 800-811-1648 GA	\$19.19
11/15	11/16	5543286NF5VHHGAY	GOOGLE *GOOGLE STORAGE 650-253-0000 CA	\$2.12
11/18	11/20	5543286NJ5WMQ2MNN	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$209.26
11/18	11/20	5510309NJ2E01MKVK	GALVESTON CTY DLY NEWS 4096835200 TX	\$523.36
12/01	12/04	5520739P0009ZFFVJY	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
12/05	12/05	1527021P300EYGSS7	MSFT * E0200L4XZF MSBILL.INFO WA	\$107.18
12/05	12/06	5542950P3RTYMK96	PAYPAL *TXMUNLEAGUE 4029357733 TX	\$85.00
JOANNA WEAVER				
TOTAL XXXXXXXXXXXXX0249				\$976.11
11/14	11/15	5543286NE5VHZ22FH	AMAZON.COM*HI42E5OB0 AMZN.COM/BILL WA	\$49.95
11/28	11/29	5543286NW5Z9SNERM	AMZN MKTP US*FB4DM4HV3 AMZN.COM/BILL WA	\$27.95
12/02	12/04	5543286P060EWFEDK	AMZN MKTP US*DN13P05A3 AMZN.COM/BILL WA	\$3.99
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXXX0264				\$81.89

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	17.99% (v)	\$0.00	31	\$0.00
Cash Advances	17.99% (v)	\$0.00	31	\$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: C. 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 **December 31, 2022**
Date: January 6, 2023

Below are the following reports for the period ending **December 31, 2022**, or **25%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$2,824,080** for the year as of November. Collections in FY 22-23 are 55.72% of total adjusted tax levy. Total current year Property Taxes Outstanding as of November is **\$2,243,858**.

In the General Fund, revenues through **12/31/22** are **40.2%** of budget. In addition:

1. *Current Property Tax* collections - are **\$2,843,669** for the year as of December. Collections in FY 22-23 are 69.6% of budget.
2. *Sales Tax* collections through December were **\$902,165** or 28.7% of budget. Collections through December in FY 21-22 were **\$837,521**.
3. *Licenses & Permits* collections are **\$31,621** for the year, or 18.1% of budget. Collections through December in FY 21-22 were **\$30,105**.
4. *Bauer Center Rentals* through December are **\$15,100** or 18.8% of budget. Collections through December in FY 21-22 were **\$11,400**.
5. *Court Fines* are **\$17,734** for the year, or 14.7% of budget. Collections through December in FY 21-22 were **\$16,692**.

Expenditures in the General Fund for the year are **23.4%** of budget.

Target: 25%

In the Utility Fund, revenues as of **12/31/22** are **21%** of budget. In addition:

1. *Metered Water* sales through December are **\$502,512 or 20.1%** of budget.
2. *Residential Sewer* sales through December are **\$242,898 or 19.4%** of budget.
3. *Garbage Billings* through December are **\$212,266 or 23.2%** of budget.

Expenditures in the Utility Fund for the year are **27.1%** of budget.

Summary – FY 2022-2023 through 12/31/22

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	Revenues Less <u>Expense</u>
General	\$4,173,645	40.2%	\$1,969,338	23.4%	\$2,204,306
Utility	1,371,111	20.7%	1,628,328	27.1%	(257,217)
HOT	19,425	3.1%	126,104	22.4%	(106,679)
Beach	44,531	12.2%	28,580	16.4%	15,951
Port	162,185	9.3%	76,616	4.7%	85,569
Total					1,941,930

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



Port Lavaca
PROPERTY TAX COLLECTION REPORT
November 30, 2022

TAXES DUE AT CERTIFICATION 5,080,947.08

Adjustments to Date -13,008.64

TOTAL TAX LEVY 5,067,938.44

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			0.00
January			0.00
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 2,824,080.18 0.00 2,824,080.18

Last Year %
Collected

% Collected 55.72% 55.21%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments 0.00

2022 TAXES OUTSTANDING 2,243,858.26

% Current Outstanding 44.28%

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			0.00
January			0.00
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 27,468.73 9,819.83 37,288.56

DELINQUENT TAXES OUTSTANDING 446,703.64

TOTAL TAXES OUTSTANDING 2,690,561.90


12/14/22

COMMUNICATION

SUBJECT: D. Ratify Lease of Tract 3 at the Harbor of Refuge to Encore Dredging, LLC

INFORMATION:

PORT COMMISSION LEASE AGREEMENT

Summary of Lease Terms

DATE December 1, 2022

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

TENANT

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

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

Contact #s 361-551-6031

Local responsible party Mark Slider, President Coastal Division

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

Emergency contact -----

PREMISES

TRACT #'s CITY HARBOR: 3

Acreage 4.30 acres

Dockage fee 463.15 linear feet

TERM

Commencement Date December 1, 2022

Termination Date November 30, 2023
(with 2-way option for one additional year)

Monthly Rate \$3,000.00

Annual Increase on Oct 1, 2022; per MCI.

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

Rev. 11.2021

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is effective as of **December 1, 2022** (the "Effective Date") between the City of Port Lavaca, Texas, a Home Rule Municipality and a governmental subdivision of the State of Texas, as recommended for approval by its Port Commission (hereinafter referred to as "City"), and **Encore Dredging Partners, LLC**, (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Tenant desires to lease a portion of land owned by City, such land being more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and

WHEREAS, City intends to lease to Tenant a tract of land located at Harbor of Refuge, City of Port Lavaca, Texas, identified as **Tract 3** consisting of **4.30 acres** of land, more or less, fully described in Exhibit "A";

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

"Force Majeure" shall mean acts of God;

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

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

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

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

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

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

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

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

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

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

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

Article 2. Leased Premises.

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

Section 2.02. Acknowledgements.

1. Tenant acknowledges and agrees that any and all materials, equipment, and debris situated on the leased premises as of the effective date of this lease agreement is either a) owned by Tenant, b) owned by Mr. David Pearson, or c) has been abandoned by the previous tenant.
2. Tenant agrees to work with Mr. David Pearson to allow him reasonable access to remove the remainder of the assets he has purchased which are situated on Tract 3.
3. Tenant agrees to allow reasonable access through Tract 3 for ease of inspection of the arrested vessel situated at the public dock which adjoins Tract 3, until otherwise approved by the presiding Judge.
4. Tenant agrees to allow reasonable access to the previous tenant, LaQuay Dredging or their representative, up until January 30, 2023 or 30 days after the removal of the above referenced arrested vessel, whichever is later, for the repair, maintenance and removal of the electrical service which the former tenants had installed near the metal building. If the electrical service has not been removed by January 30, 2023, or within 30 days after the removal of the said arrested vessel, whichever is later, it will become a permanent improvement of Tract 3.
5. City acknowledges and agrees that while the arrested vessel is parked on the public dock in front of Tract 3, the monthly dockage fee for 463.15 linear feet of dock will not be charged to Tenant.

Article 3. Term.

Section 3.01. This lease is for a term of One (1) year commencing on the 1st of December, 2022. Rent shall be prorated for any partial month. There shall be no holdover. If Tenant holds over, Tenant shall be responsible for amounts described in Section 5.08 and subject to the terms of Article 17 Below.

Section 3.02. Tenant shall have the right with ninety (90) days advance written notice to City to exercise a single one (1) year option to extend the lease until November 30, 2024, however the City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and to terminate the lease at the end of the current term, being November 30, 2023.

Article 4. Use.

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

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

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

Section 4.04. Environmental Restrictions. Tenant shall not cause or permit any Hazardous Materials or industrial solid wastes to be generated, treated, stored, manufactured, disposed or released on or about the Leased Premises or transferred or transported to the Leased Premises, in contravention of any Legal Requirements. Any use of Hazardous Materials by any person on the Leased Premises shall be in strict conformance with all Legal Requirements and shall not cause the Leased Premises to be subject to remedial obligations to protect health or the environment. The terms "Hazardous Materials" shall mean any flammables, explosives, radioactive materials, hazardous waste and hazardous constituents, toxic substances or related materials, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Sec. 5101, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C.A. Sec. 6901, et seq.; the Toxic Substance Control Act, as amended, 15 U.S.C.A. Sec. 2601 et seq.; City's Tariffs; the Solid Waste Disposal Act, Chapter 361 of the Health and Safety Code of Texas; or any other Legal Requirement.

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

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

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

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

Section 4.08. Liability for Environmental Cleanup. Tenant shall be responsible for the cleanup and removal of any environmental damages caused by its operations. In the event Tenant fails to immediately clean up and remove any environmental condition or damage resulting from Tenant's operations, Landlord may, at its option, clean up and remove such condition and/or damage and take such action as may be required to comply

with applicable rules and regulations relating thereto, at Tenant's expense, and bill Tenant for same on the basis of cost plus twenty percent (20%).

Section 4.09. Compliance with City Code of Ordinances related to Smoking. Tenant shall comply with Article 2 of Chapter 20 of the City's Code of Ordinances related to Smoking, as it may be amended.

Article 5. Rent.

Section 5.01 Land Rent. Tenant shall pay to City monthly rent of \$3,000.00 per month, beginning December 1, 2022 and on the first (1st) day of each month thereafter during the term of this Lease. Rent shall be adjusted on October 1st each year by the most recently published Municipal Cost Index. Should the MCI be zero or negative, there will be no adjustment to the rent applied. City may give a courtesy notice of any increase annually, however, failure to give such notice does not relieve Tenant of the obligation to pay such increases. Rent shall be prorated for any partial month.

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

Section 5.03. Wharfage Rates and Changes/Monthly Reporting Requirement. All applicable provisions of City's Tariff and/or applicable wharfage rates shall apply to the activities of Tenant undertaken on the Leased Premises, unless otherwise excepted herein. Tenant shall install and at all times properly maintain all suitable equipment and instrumentation for determining the quantity of the products and commodities moved over, through or across any facility located at the City's Facilities, and on the 1st day of each calendar month, Tenant shall furnish to City a written report of such movements of all property, commodities and products, inclusive of descriptions of the quantities and kind, during the preceding calendar month. City and its representatives, employees, agents, and designated assigns shall have access at all reasonable times for inspection of all such equipment and instrumentation used in determining the quantities and character of such commodities and property. Tenant shall also keep and maintain records of each vehicle, rail car, barge, or vessel loaded or unloaded at the City's Facilities and shall furnish City with a written report of such monthly use on the 1st day of each succeeding calendar month.

Section 5.04. Place of Payment. Rental due hereunder shall be paid to City at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as City may from time to time designate in writing. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset except as herein provided.

Section 5.05. Delinquent Payments. All Rent and other payments required of Tenant hereunder which are not paid by the tenth of the month shall be assessed a charge of ten percent (10%) of the rent then due per month of delinquency. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent any

or all of the same are considered to be interest under applicable law, exceed the maximum rate of interest allowable under applicable law.

Section 5.06. Other Charges: Tenant shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed, assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Leased Premises or pipelines, any payment of the Lease payments or any other payments by Tenant and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Lease term.

Section 5.07. Tenant to Control Charges. City shall, to the maximum extent permitted by law, permit Tenant to pay directly to the relevant taxing or other authorities or third parties all charges due under this Article 5, if Tenant so requests.

a. Tenant may, at Tenant's expense and in Tenant's or City's name, in good faith contest any charges (and City shall cooperate fully in any such contest) and, in the event of any such contest, may permit such charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless City shall notify Tenant that, in the reasonable opinion of City, by nonpayment of any such charges the interest of City in the Lease will be materially endangered or any part thereof will be subject to loss or forfeiture, in which event Tenant shall promptly pay any such charges.

b. Tenant agrees to conduct any such contest or appeal in a reasonable manner and further agrees that it will not enter into any settlement or compromise that would obligate City to make any payment or to take or refrain from taking any action, other than ministerial acts.

c. All rebates, refunds or other return of charges shall be paid directly to Tenant, or if received by the City, shall be promptly paid over to Tenant.

Section 5.08. Land Rent upon Holdover. If Tenant shall holdover following expiration of this lease, Tenant shall pay the sum of one hundred fifty percent (150%) of Land Rent defined in Paragraph 5.01, including any increases that have occurred during the lease term. This holdover rent shall be due beginning the 1st day of the month following the expiration of this Lease.

Article 6. Construction, Ownership and Operation of Improvements.

Section 6.01. Title to Improvements. All non-permanent Improvements are the property of Tenant. At the expiration of the Term of this Lease and with prior written

notice to City, Tenant shall remove such non-permanent Improvements upon the expiration or earlier termination of this Lease; and Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's cost, expense and liability. City may prevent and disapprove removal if Tenant is in default under Article 16 below. At the time of removal Tenant shall be required to restore the Leased Premises to reasonably unimproved condition. In the event that Tenant fails to remove its Improvements within **Sixty (60)** days of the expiration or earlier termination of the Lease, then, at City's election (i) Tenant's rights, title and interest in and to such Improvements shall be vested in City without the necessity of executing any conveyance instruments, or (ii) City shall be entitled to remove and dispose of such Improvements, in a commercially reasonable manner, at Tenant's cost, expense and liability. All permanent leasehold improvements are the property of City and may not be removed by Tenant at any time.

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

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

Section 6.04. Route for Industrial Traffic. Tenant agrees that all industrial road traffic (defined as vehicles, including haul, weighing in excess of one (1) ton shall use the traffic route designated in the attached Exhibit "B". **Failure to observe this route may result in tickets issued by Port Lavaca police department.**

Section 6.05. Condition of Leased Premises. Tenant acknowledges that it has independently and personally inspected the Leased Premises and that it has entered into this Lease based upon such examination and inspection. Tenant accepts the Leased Premises in its present condition, **"AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,"** other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, without any warranty of (a) the nature or quality of any construction, structural design or engineering of any Improvements currently located at or constituting a portion of the Leased Premises, (b) the quality of the labor and materials included in any such Improvements, or (c) the soil and environmental conditions existing at the Leased Premises

and the suitability of the Leased Premises for any particular purpose or developmental potential. City shall not be required to make any Improvements to the Leased Premises or to repair any damages to the Leased Premises. Tenant acknowledges that City has advised it that it has recently had a Phase 1 and limited Phase 2 environmental study on the property related to the landfill for the most part. Tenant may review these documents with City upon reasonable notice. Further Tenant is aware the Phase 2 environmental study is ongoing and pursuant to Article 10, City shall give advanced notice to Tenant in the event City needs to enter the property for the purpose of further Phase 2 work.

Section 6.06. Repair and Maintenance. Tenant shall maintain the Leased Premises at all times during the Term in a good, clean, safe, operable and well-kept condition, and will not commit or allow to remain any waste or damage to any portion of the Leased Premises. In the event the Premises is contiguous to docks and wharfs, said duty of repair and maintenance shall apply to the docks and wharfs. Further, said maintenance requires that there be no accumulation of debris on the docks and wharfs and they shall remain without obstruction at all times.

Section 6.07. Laborers and Mechanics. Tenant shall pay for all labor and services performed for, materials used by or furnished to Tenant, or used by or furnished to any contractor employed by Tenant with respect to the Leased Premises and hold City and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Tenant. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include City as an additional obligee thereunder.

Section 6.08. Damages to property and facilities. Tenant shall be responsible for all damages to the property and facilities of Landlord occasioned by its use of the Leased Premises. In the event Tenant fails to repair any damaged property and/or facility to its previously undamaged condition within thirty (30) days of the date the damage occurred, Landlord may, at its option, order the property or facilities repaired at Tenant's expense and bill Tenant on the basis of cost plus twenty percent (20%) for such repairs. Tenant shall not be responsible for damage occurring as a result of normal wear and tear.

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

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

Article 9. Transfer by Tenant.

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

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

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

Article 11. Insurance.

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

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

ARTICLE 12. INDEMNITY.

TENANT HEREBY RELEASES AND DISCHARGES CITY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, BOARD MEMBERS AND COMMISSIONERS, ELECTED OR APPOINTED, AND THEIR SUCCESSORS IN OFFICE, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES AND AGENTS, HEREINAFTER COLLECTIVELY AND SEVERALLY REFERRED TO AS "INDEMNITEES" FROM AND AGAINST ALL LIABILITY FOR, AND ASSUMES THE RISK OF ALL LOSSES, EXPENSES, LIENS, CLAIMS, DEMANDS, DAMAGES AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER FOR DAMAGE TO THE PROPERTY OF INDEMNITEE AND OF TENANT, AND FOR THE PERSONAL INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF CITY) AND/OR DAMAGE TO ANY PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY BELONGING TO CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) AND FOR ANY OTHER LIABILITY, DAMAGES, FINES OR PENALTIES (EXCEPT WHERE REIMBURSEMENT FOR FINES OR PENALTIES IS PROHIBITED BY APPLICABLE LAW), INCLUDING COSTS, EXPENSES, PENALTIES AND INTEREST, ATTORNEY FEES AND SETTLEMENTS HEREINAFTER REFERRED TO COLLECTIVELY AND SEVERALLY AS "CLAIMS", ARISING OUT OF OR IN ANY WAY

CONNECTED WITH TENANT'S USE OF THE LEASED PREMISES OR TENANT'S PERFORMANCE OR FAILURE TO PERFORM THE COVENANTS OF THIS LEASE AGREEMENT, EXCEPT FOR SUCH INCIDENTS RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY SHALL INCLUDE CLAIMS ARISING OUT OF, BROUGHT BY OR CAUSED, IN WHOLE OR IN PART BY TENANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS OF TENANT, AND TENANT EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD CITY, ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, DESIGNEES, REPRESENTATIVES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS, HARMLESS FROM ALL "CLAIMS" OF ANY KIND OR CHARACTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY TENANT'S, (INCLUDING ITS OFFICERS, DIRECTORS, ELECTED OR APPOINTED OFFICERS, EMPLOYEES, TENANTS, SUBCONTRACTORS, SUPPLIERS, INVITEES OR LICENSEES AND AGENTS) WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT OR BREACH OF WARRANTY, EXPRESSED OR IMPLIED.

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

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

Article 13. Casualty Loss.

Section 13.01. Obligation to Restore.

(a) If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during the Term, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the same to the condition in which the destroyed or damaged portion existed prior to the casualty. Tenant will perform such restoration with at least as good workmanship and

quality as the improvements being restored, and in compliance with the provisions of Article 6 hereof. Notwithstanding the foregoing provisions of this subparagraph (a) to the contrary, if all such improvements are wholly destroyed by any casualty, or are so damaged or destroyed that, the City determine in its sole discretion that it would be uneconomic to cause the same to be restored, then Tenant shall not be obligated to restore such improvements and this Lease shall terminate as of the date the Improvements are removed and the property is restored in accordance with §6.01.

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

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

Article 14. Condemnation.

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

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

relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

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

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

Article 16. Default.

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

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

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

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

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

Article 17. Right of Reentry.

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

holding over shall extend the Term. If Tenant fails to surrender possession of the Leased Premises in the condition herein required, City may, at Tenant's expense, restore the Leased Premises to such condition.

Article 18. Miscellaneous.

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

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

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

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

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

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

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

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

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

and

- (b) Tenant shall be:
Encore Dredging Partners, LLC
3027 Marina Bay Drive, Suite 240
League City, Texas 77573

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

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

to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

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

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

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

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

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

within five (5) days after the cessation of the event advising the other party of the date upon which the event ceased to constitute an event of Force Majeure.

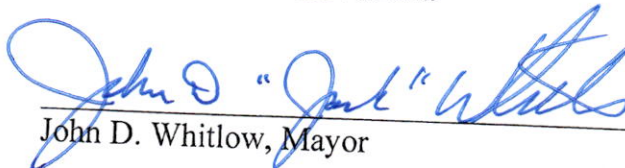
Section 18.15. Interpretation. Both City and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Lease. Accordingly, no presumption will apply in favor of either City or Tenant in the interpretation of this Lease or in the resolution of the ambiguity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

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

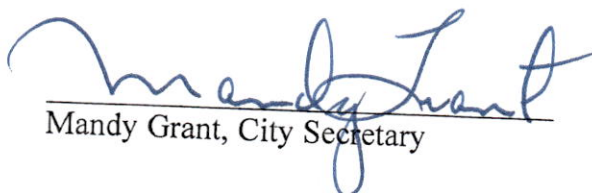
[Signatures follow on Next Page]

EFFECTIVE December 1, 2022 and EXECUTED this 12th day of December, 2022.


CITY OF PORT LAVACA:


John D. Whitlow, Mayor

ATTEST:


Mandy Grant, City Secretary

TENANT

By: 

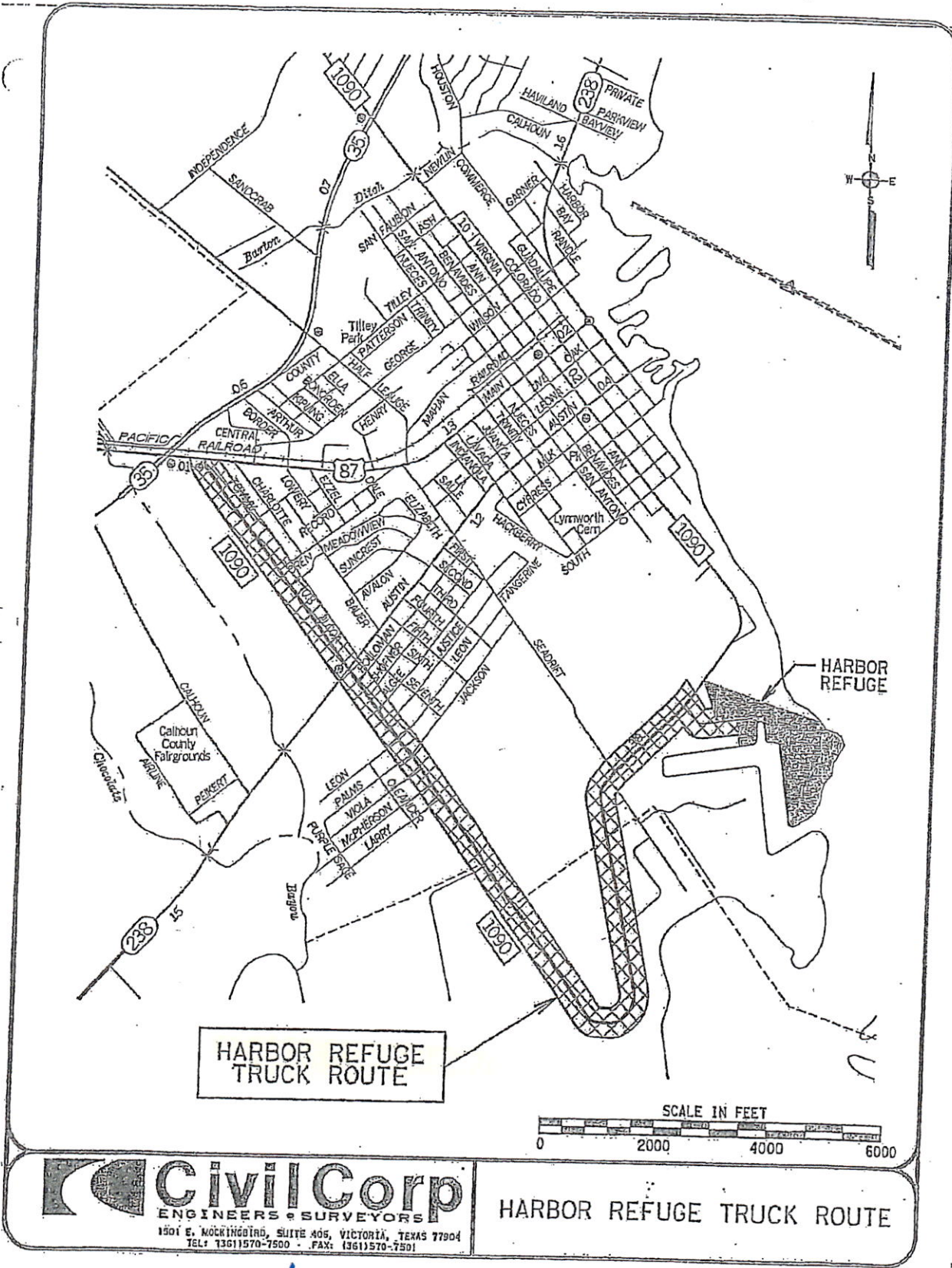
Name: Mark Slider

Title: President



EXHIBIT A

CITY OF PORT LAVACA
HARBOR OF REFUGE



Civil Corp
ENGINEERS & SURVEYORS

1501 E. MOCKINGBIRD, SUITE 405, VICTORIA, TEXAS 77904
TEL: 13611570-7500 • FAX: 13611570-7501

HARBOR REFUGE TRUCK ROUTE

EXHIBIT B

COMMUNICATION

SUBJECT: E. Ratify Resolution No. R-010923-2 for Police Department to apply for Grant Funds from the Office of the Governor, Public Safety Office Criminal Justice Division for the Bullet-Resistant Shield Grant Program

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant

From: Chief Colin Rangnow

Date: December 20, 2022

Subject: Agenda Item

The Port Lavaca Police Department requests approval from City Council of the City of Port Lavaca to submit the grant application, grant #4679501, for the Bullet-Resistant Shield Grant Program, FY to the Office of the Governor. The grant would be operated for the 2022-2023 fiscal year.

The Port Lavaca Police Department started the process in September of 2022. The Ballistic Shield grant had a limited window to start the process. As of December 20, 2022 the application is pending resolution from the governing body.

Grant #4679501 Bullet-Resistant Shield Grant Program is 100% funded. Funds will be used to purchase fourteen Ballistic Shields at a cost of \$4,410.35/each. All shields are Level III ballistically rated. Quote used for cost was obtained from GT Distributors for a total cost of \$61,743.50.

A handwritten signature in black ink, appearing to be "C. Rangnow", with a long horizontal flourish extending to the right.

Chief Colin Rangnow

Port Lavaca Police Department

RESOLUTION NO. R-010923-2

WHEREAS, the City of Port Lavaca finds it in the best interest of the citizens of Port Lavaca that the Bullet-Resistant Shield Grant Program, FY 2023 be operated for the 2022-2023 fiscal year; and

WHEREAS, the City of Port Lavaca agrees to provide applicable matching funds for the said project, as required by the Office of the Governor, Public Safety Office Criminal Justice Division grant application; and

WHEREAS, the City of Port Lavaca agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Port Lavaca designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Port Lavaca, Texas, approves submission of the grant application for the Bullet-Resistant Shield Grant Program, FY 2023 to the Office of the Governor.

PASSED AND APPROVED on this _____ day of _____, 20__.

ATTEST:

Mandy Grant, City Secretary

Jack Whitlow, Mayor

Grant Number: 4679501

Agency Name: Port Lavaca, City of
Grant/App: 4679501 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Ballistic Shields
Status: Pending Applicant Response

Budget Details Information**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bullet-Resistant Shield	Ballistic Shields x 14 (\$4,410.25 / each) . All Shields are Level III+ ballistically rated. Shields will be obtained from GT Distributors (Quote#QTE0161329 / line 1 of quote)	\$61,743.50	\$0.00	\$0.00	\$0.00	\$61,743.50	14

You are logged in as **User Name:** Susan_Lang

Agency Name: Port Lavaca, City of

Grant/App: 4679501 Start Date: 10/1/2022 End Date: 9/30/2023

Project Title: Ballistic Shields

Status: Pending Applicant Response

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☐ No

☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

Section VII. Item #E.

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2022

Enter the End Date [mm/dd/yyyy]:

9/30/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

3680306

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

5/10/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.



Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Bullet-Resistant
Shield Grant Program, FY2023***

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with bullet-resistant shields.

Available Funding

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$50M for FY2023.

Eligible Organizations

Applications may be submitted by independent school districts, institutions of higher education, units of local government, the Texas Department of Public Safety and other educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	08/17/2022
Online System Opening Date	08/17/2022
Final Date to Submit and Certify an Application	09/19/2022 at 5:00PM CST
Earliest Project Start Date	09/01/2022

Project Period

Projects must begin on or after 09/01/2022 and may not exceed a 12-month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on the number of frontline peace officers and the average cost per shield.

Program-Specific Requirements

Eligible officers. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant.

PSO will prioritize the equipping of certain types of officers in the following order:

- 1) Peace officers directly employed by school districts;
- 2) Peace officers contracted by school districts; and
- 3) Other peace officers that may respond to school safety emergencies.

Active Shooter Policy. All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles

Funding Announcement: Bullet-Resistant Shield Grant Program, FY2023

- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training. All officers provided with a grant-funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) training within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course schedule can be found here: <https://alerrt.org/Upcoming>.

Note: Funding is available through the Public Safety Office to offset travel expenditures associated with attending ALERRT Training. Please refer to the [ALERRT Travel Assistance Funding Announcement](#) for more information on how to apply for these funds.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-

Funding Announcement: Bullet-Resistant Shield Grant Program, FY2023

mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS’s Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible ballistic shields, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider these factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

COMMUNICATION

SUBJECT: F. Receive quarterly financial statements for fiscal year 2023 as of 12/31/22

INFORMATION:

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

PAGE: 1

Section VII. Item #F.

001-GENERAL FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	7,957,878	7,957,878	0	755,612.75	3,867,386.68	0.00	4,090,491.32	48.60
LICENSES & PERMITS	174,010	174,010	0	9,927.64	31,621.14	0.00	142,388.86	18.17
USER & SERVICE CHARGES	82,500	82,500	0	2,002.00	15,795.00	0.00	66,705.00	19.15
FINES & FORFEITURES	279,000	279,000	0	26,479.46	53,416.25	0.00	225,583.75	19.15
OTHER REVENUE	140,950	140,950	0	3,387.70	53,654.81	0.00	87,295.19	38.07
GRANT AND CONTRIBUTION R	296,845	296,845	0	0.00	0.00	0.00	296,845.00	0.00
INTERGOVERNMENTAL REVENUE	<u>1,442,470</u>	<u>1,442,470</u>	<u>0</u>	<u>0.00</u>	<u>151,770.66</u>	<u>0.00</u>	<u>1,290,699.34</u>	<u>10.52</u>
TOTAL REVENUES	10,373,653	10,373,653	0	797,409.55	4,173,644.54	0.00	6,200,008.46	40.23
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	33,717	33,717	0	2,690.38	8,554.78	0.00	25,162.22	25.37
CITY MANAGER	420,296	420,296	0	16,914.22	59,850.32	0.00	360,445.68	14.24
CITY SECRETARY	237,612	237,612	0	14,459.82	44,102.80	3,075.00	190,434.20	19.85
HUMAN RESOURCE	24,050	24,050	0	491.70	1,305.52	0.00	22,744.48	5.43
MUNICIPAL COURT	156,605	156,605	0	9,596.84	32,935.40	0.00	123,669.60	21.03
TECHNOLOGY SERVICES	392,768	392,768	0	47,974.47	183,893.24	45,724.50	163,150.26	58.46
FINANCE	335,128	335,128	0	21,468.30	70,963.42	0.00	264,164.58	21.18
CITY HALL	378,105	378,105	0	53,277.53	63,592.03	283,779.01	30,733.96	91.87
POLICE	2,677,484	2,677,484	0	152,150.97	490,863.90	22,666.86	2,163,953.24	19.18
FIRE	2,169,568	2,169,568	0	117,710.11	368,352.57	7,906.00	1,793,309.43	17.34
ANIMAL CONTROL	475,692	475,692	0	10,156.58	39,854.68	6,999.99	428,837.33	9.85
CODE ENFORCEMENT/INSPECT	423,082	423,082	0	18,377.72	61,266.02	0.00	361,815.98	14.48
STREETS	1,870,527	1,870,527	0	67,015.05	193,294.01	110,767.23	1,566,465.76	16.26
PARKS & RECREATION	806,206	806,206	0	35,258.27	108,657.18	293,278.83	404,269.99	49.86
BAUER CENTER	349,765	349,765	0	11,343.81	53,010.12	3,587.50	293,167.38	16.18
NON-DEPARTMENTAL	<u>959,861</u>	<u>959,861</u>	<u>0</u>	<u>21,931.98</u>	<u>188,842.47</u>	<u>0.00</u>	<u>771,018.53</u>	<u>19.67</u>
TOTAL EXPENDITURES	11,710,466	11,710,466	0	600,817.75	1,969,338.46	777,784.92	8,963,342.62	23.46
REVENUES OVER/(UNDER) EXPENDITURES	(1,336,813)	(1,336,813)	0	196,591.80	2,204,306.08	(777,784.92)	(2,763,334.16)	106.71-

CITY OF PORT LAVACA
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001-GENERAL FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>TAXES</u>									
411.01	PROPERTY TAXES-CURRENT	4,085,106	4,085,106	0	406,360.51	2,843,668.96	0.00	1,241,437.04	69.61
411.02	PROPERTY TAXES-DELINQU	100,000	100,000	0	33,461.71	51,476.44	0.00	48,523.56	51.48
412.01	SALES TAX REVENUE	3,134,772	3,134,772	0	269,103.77	902,165.17	0.00	2,232,606.83	28.78
413.01	NATURAL GAS FRANCHISE	54,000	54,000	0	0.00	0.00	0.00	54,000.00	0.00
413.02	ELECTRICAL FRANCHISE T	342,000	342,000	0	22,544.33	51,844.36	0.00	290,155.64	15.16
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	12.96	5.74	0.00	31,994.26	0.02
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	11,210.74	769.74	0.00	49,230.26	1.54
413.05	WASTE COLLECTION FRAN	125,000	125,000	0	10,235.47	14,773.01	0.00	110,226.99	11.82
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,683.26	2,683.26	0.00	32,316.74	7.67
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES		7,957,878	7,957,878	0	755,612.75	3,867,386.68	0.00	4,090,491.32	48.60
<u>LICENSES & PERMITS</u>									
421.01	ELECTRICAL LICENSES	0	0	0	0.00	50.00	0.00 (	50.00)	0.00
421.02	BUILDER LICENSES	1,500	1,500	0	700.00	1,650.00	0.00 (	150.00)	110.00
422.01	ELECTRICAL PERMITS	15,000	15,000	0	655.00	4,245.00	0.00	10,755.00	28.30
422.02	BUILDING PERMITS	90,000	90,000	0	6,049.46	16,106.43	0.00	73,893.57	17.90
422.03	PLUMBING PERMITS	18,000	18,000	0	883.00	2,276.00	0.00	15,724.00	12.64
422.04	MECHANICAL PERMITS	8,000	8,000	0	647.50	3,289.55	0.00	4,710.45	41.12
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	100.00	0.00 (	100.00)	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	0.00	0.00	0.00	0.00	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	50.00	0.00 (	50.00)	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	25.00	250.00	0.00	2,350.00	9.62
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	967.68	1,834.60	0.00	28,165.40	6.12
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	0.00	1,100.00	0.00	6,010.00	15.47
424.02	AMUSEMENT PERMIT FEES	0	0	0	0.00	119.56	0.00 (	119.56)	0.00
424.03	SUBDIVISION & PLAT FEE	0	0	0	0.00	300.00	0.00 (	300.00)	0.00
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00	0.00	0.00
424.05	PLAN REVIEW FEES	0	0	0	0.00	225.00	0.00 (	225.00)	0.00
425.01	ANIMAL LICENSES & FEES	200	200	0	0.00	0.00	0.00	200.00	0.00
426.01	ALARM FEES	100	100	0	0.00	25.00	0.00	75.00	25.00
TOTAL LICENSES & PERMITS		174,010	174,010	0	9,927.64	31,621.14	0.00	142,388.86	18.17
<u>USER & SERVICE CHARGES</u>									
435.06	BAUER CENTER RENTALS	80,000	80,000	0	1,650.00	15,100.00	0.00	64,900.00	18.88
435.07	BAYFRONT RENTALS	0	0	0	0.00	150.00	0.00 (	150.00)	0.00
439.01	POLICE SERVICES	2,000	2,000	0	352.00	545.00	0.00	1,455.00	27.25
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL USER & SERVICE CHARGES		82,500	82,500	0	2,002.00	15,795.00	0.00	66,705.00	19.15

CITY OF PORT LAVACA
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Section VII. Item #F.

001-GENERAL FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>FINES & FORFEITURES</u>									
441.01	PENALTIES & INTEREST	85,000	85,000	0	13,258.60	18,630.99	0.00	66,369.01	21.92
441.02	TAX ATTORNEY FEES	45,000	45,000	0	9,706.51	12,751.05	0.00	32,248.95	28.34
443.01	COURT FINES	120,000	120,000	0	3,084.32	17,734.35	0.00	102,265.65	14.78
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	94.06	1,832.16	0.00	12,167.84	13.09
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	171.62	770.70	0.00	4,229.30	15.41
449.02	ARREST FEES	10,000	10,000	0	164.35	1,697.00	0.00	8,303.00	16.97
449.03	CASH OVER-MC	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	RECOVERY ADJUSTMENT FE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL FINES & FORFEITURES	279,000	279,000	0	26,479.46	53,416.25	0.00	225,583.75	19.15
<u>OTHER REVENUE</u>									
451.01	INTEREST INCOME	90,000	90,000	0	0.00	50,343.01	0.00	39,656.99	55.94
455.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02	PHOTO COPIES	500	500	0	29.00	139.10	0.00	360.90	27.82
459.05	DONATION- POLICE (JEDL	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	DONATION- FIRE (JEDLIC	0	0	0	0.00	0.00	0.00	0.00	0.00
459.08.1010	DONATION-PARK-MUSIC PA	0	0	0	0.00	0.00	0.00	0.00	0.00
459.08.1011	DONATION-PARK-LEARNING	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	DONATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11	AUCTION/SALE PROCEEDS	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	3,152.70	3,152.70	0.00	3,152.70	0.00
459.15	HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	FIRE TRAINING REIMBURS	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	RESTITUTION PAYMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	10,000	10,000	0	206.00	20.00	0.00	9,980.00	0.20
459.91	TOWER OF TEX USAGE RIG	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	140,950	140,950	0	3,387.70	53,654.81	0.00	87,295.19	38.07
<u>GRANT AND CONTRIBUTION R</u>									
482.00	GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEASE- PD	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.59	CALHOUN COUNTY-FIRE	224,045	224,045	0	0.00	0.00	0.00	224,045.00	0.00
484.60	CALHOUN COUNTY-ANIMAL	65,000	65,000	0	0.00	0.00	0.00	65,000.00	0.00
484.61	POINT COMFORT-ANIMAL	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
	TOTAL GRANT AND CONTRIBUTION R	296,845	296,845	0	0.00	0.00	0.00	296,845.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>									
492.01	XFER IN- 504 PORT COMM	65,121	65,121	0	0.00	10,853.50	0.00	54,267.50	16.67
492.02	XFER IN- 501 UTILITY F	562,974	562,974	0	0.00	93,829.00	0.00	469,145.00	16.67
492.04	XFER IN- 503 BEACH FUN	2,764	2,764	0	0.00	460.66	0.00	2,303.34	16.67
493.85	XFER IN- FD 134 JUSTIC	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	XFER IN- FD 161 BAYFRO	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN- 206 FARF FUND	531,846	531,846	0	0.00	0.00	0.00	531,846.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	279,765	279,765	0	0.00	46,627.50	0.00	233,137.50	16.67
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	1,442,470	1,442,470	0	0.00	151,770.66	0.00	1,290,699.34	10.52

CITY OF PORT LAVACA
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Section VII. Item #F.

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	10,373,653	10,373,653	0	797,409.55	4,173,644.54	0.00	6,200,008.46	40.23

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
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Section VII. Item #F.

001--GENERAL FUND
CITY COUNCIL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50010511.01 SALARIES & WAGES	28,800	28,800	0	2,400.00	7,200.00	0.00	21,600.00	25.00
50010512.05 EMPLOYER-SOCIAL SECURI	2,203	2,203	0	183.60	550.80	0.00	1,652.20	25.00
50010512.30 WORKER'S COMPENSATION	84	84	0	0.00	58.80	0.00	25.20	70.00
TOTAL PERSONNEL SERVICES	31,087	31,087	0	2,583.60	7,809.60	0.00	23,277.40	25.12
<u>MATERIALS & SUPPLIES</u>								
50010521.01 OFFICE	700	700	0	36.78	36.78	0.00	663.22	5.25
50010521.02 PRINTING	0	0	0	0.00	0.00	0.00	0.00	0.00
50010528.03 NON- CAPITALIZED ASSET	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MATERIALS & SUPPLIES	1,700	1,700	0	36.78	36.78	0.00	1,663.22	2.16
<u>SERVICES</u>								
50010531.01 TRAVEL & TRAINING	300	300	0	0.00	487.96	0.00 (	187.96)	162.65
50010531.04 DUES, SUBSCR., & PUBLI	130	130	0	70.00	140.00	0.00 (	10.00)	107.69
50010536.02 TELEPHONE	500	500	0	0.00	80.44	0.00	419.56	16.09
TOTAL SERVICES	930	930	0	70.00	708.40	0.00	221.60	76.17
TOTAL CITY COUNCIL	33,717	33,717	0	2,690.38	8,554.78	0.00	25,162.22	25.37

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
CITY MANAGER
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50020511.01 SALARIES & WAGES	204,682	204,682	0	15,318.67	44,787.35	0.00	159,894.65	21.88
50020512.05 EMPLOYER-SOCIAL SECURI	15,658	15,658	0	887.52	3,184.38	0.00	12,473.62	20.34
50020512.10 EMPLOYER-T.M.R.S.	12,107	12,107	0	0.00	1,870.31	0.00	10,236.69	15.45
50020512.20 GROUP H/D INS PREMIUMS	13,678	13,678	0	0.00	2,281.97	0.00	11,396.03	16.68
50020512.30 WORKER'S COMPENSATION	571	571	0	0.00	399.72	0.00	171.28	70.00
50020512.31 OTHER BENEFITS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	246,696	246,696	0	16,206.19	52,523.73	0.00	194,172.27	21.29
<u>MATERIALS & SUPPLIES</u>								
50020521.01 OFFICE	500	500	0	42.14	53.52	0.00	446.48	10.70
50020521.02 PRINTING	500	500	0	0.00	0.00	0.00	500.00	0.00
50020521.03 POSTAGE	100	100	0	0.00	0.00	0.00	100.00	0.00
50020528.03 NON- CAPITALIZED ASSET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	1,100	1,100	0	42.14	53.52	0.00	1,046.48	4.87
<u>SERVICES</u>								
50020531.01 TRAVEL & TRAINING	2,500	2,500	0	0.00	65.00	0.00	2,435.00	2.60
50020531.04 DUES, SUBSCR., & PUBLI	2,000	2,000	0	157.12	339.24	0.00	1,660.76	16.96
50020531.06 PROMOTIONAL ADVERTISIN	500	500	0	0.00	0.00	0.00	500.00	0.00
50020531.07 PUBLIC & EMPLOYEE RELA	500	500	0	0.00	0.00	0.00	500.00	0.00
50020533.14 CONTRACTED SERVICES	35,000	35,000	0	0.00	0.00	0.00	35,000.00	0.00
50020536.02 TELEPHONE	5,000	5,000	0	2.85	594.90	0.00	4,405.10	11.90
TOTAL SERVICES	45,500	45,500	0	159.97	999.14	0.00	44,500.86	2.20
<u>MAINTENANCE</u>								
50020544.50 R & M- FURNITURE & EQU	2,000	2,000	0	505.92	505.92	0.00	1,494.08	25.30
TOTAL MAINTENANCE	2,000	2,000	0	505.92	505.92	0.00	1,494.08	25.30
<u>SUNDRY</u>								
50020554.97 FACADE GRANTS	25,000	25,000	0	0.00	5,768.01	0.00	19,231.99	23.07
TOTAL SUNDRY	25,000	25,000	0	0.00	5,768.01	0.00	19,231.99	23.07
<u>CAPITAL EXPENDITURES</u>								
50020562.03 CE- BUILDING & IMPROVE	100,000	100,000	0	0.00	0.00	0.00	100,000.00	0.00
TOTAL CAPITAL EXPENDITURES	100,000	100,000	0	0.00	0.00	0.00	100,000.00	0.00
TOTAL CITY MANAGER	420,296	420,296	0	16,914.22	59,850.32	0.00	360,445.68	14.24

CITY OF PORT LAVACA
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001-GENERAL FUND
CITY SECRETARY
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50030511.01 SALARIES & WAGES	136,306	136,306	0	10,356.80	30,189.96	0.00	106,116.04	22.15
50030511.07 SALARIES & WAGES-OVERT	1,700	1,700	0	0.00	23.32	0.00	1,676.68	1.37
50030512.05 EMPLOYER-SOCIAL SECURI	10,427	10,427	0	734.02	2,227.69	0.00	8,199.31	21.36
50030512.10 EMPLOYER-T.M.R.S.	8,062	8,062	0	0.00	1,286.07	0.00	6,775.93	15.95
50030512.20 GROUP H/D INS PREMIUMS	32,762	32,762	0	0.00	5,466.20	0.00	27,295.80	16.68
50030512.30 WORKER'S COMPENSATION	845	845	0	0.00	591.53	0.00	253.47	70.00
TOTAL PERSONNEL SERVICES	190,102	190,102	0	11,090.82	39,784.77	0.00	150,317.23	20.93
<u>MATERIALS & SUPPLIES</u>								
50030521.01 OFFICE	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
50030521.03 POSTAGE	10	10	0	0.00	0.00	0.00	10.00	0.00
50030528.03 NON- CAPITALIZED ASSET	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL MATERIALS & SUPPLIES	2,010	2,010	0	0.00	0.00	0.00	2,010.00	0.00
<u>SERVICES</u>								
50030531.01 TRAVEL & TRAINING	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50030531.04 DUES, SUBSCR., & PUBLI	1,000	1,000	0	294.00	1,072.00	0.00	72.00	107.20
50030531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50030531.10 ELECTION COST	7,500	7,500	0	0.00	0.00	0.00	7,500.00	0.00
50030533.14 CONTRACTED SERVICES	35,000	35,000	0	3,075.00	3,075.00	3,075.00	28,850.00	17.57
50030533.15 CONTRACTED SERVICES-I.	0	0	0	0.00	0.00	0.00	0.00	0.00
50030536.02 TELEPHONE	1,000	1,000	0	0.00	171.03	0.00	828.97	17.10
TOTAL SERVICES	45,500	45,500	0	3,369.00	4,318.03	3,075.00	38,106.97	16.25
<u>MAINTENANCE</u>								
50030544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CITY SECRETARY	237,612	237,612	0	14,459.82	44,102.80	3,075.00	190,434.20	19.85

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
HUMAN RESOURCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50035511.01 SALARIES & WAGES	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.05 EMPLOYER-SOCIAL SECURI	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.10 EMPLOYER-T.M.R.S.	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.20 GROUP H/D INS PREMIUMS	0	0	0	0.00	0.00	0.00	0.00	0.00
50035512.30 WORKER'S COMPENSATION	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>MATERIALS & SUPPLIES</u>								
50035521.01 OFFICE	600	600	0	0.00	387.41	0.00	212.59	64.57
50035521.02 PRINTING	100	100	0	0.00	0.00	0.00	100.00	0.00
50035521.03 POSTAGE	100	100	0	0.00	0.00	0.00	100.00	0.00
50035528.03 NON- CAPITALIZED ASSET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	800	800	0	0.00	387.41	0.00	412.59	48.43
<u>SERVICES</u>								
50035531.01 TRAVEL & TRAINING	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50035531.04 DUES, SUBSCR., & PUBLI	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50035531.05 EMPLOYMENT INCENTIVES	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
50035532.03 MEDICAL SERVICES	7,000	7,000	0	150.00	380.00	0.00	6,620.00	5.43
50035533.14 CONTRACTED SERVICES	2,000	2,000	0	319.71	494.13	0.00	1,505.87	24.71
50035536.02 TELEPHONE	250	250	0	21.99	43.98	0.00	206.02	17.59
TOTAL SERVICES	23,250	23,250	0	491.70	918.11	0.00	22,331.89	3.95
<u>MAINTENANCE</u>								
50035544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50035544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL HUMAN RESOURCE	24,050	24,050	0	491.70	1,305.52	0.00	22,744.48	5.43

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
MUNICIPAL COURT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50060511.01 SALARIES & WAGES	97,538	97,538	0	7,587.00	21,223.28	0.00	76,314.72	21.76
50060511.07 SALARIES & WAGES-OVERT	250	250	0	0.00	0.00	0.00	250.00	0.00
50060512.05 EMPLOYER-SOCIAL SECURI	7,462	7,462	0	565.85	1,723.02	0.00	5,738.98	23.09
50060512.10 EMPLOYER-T.M.R.S.	5,769	5,769	0	0.00	703.09	0.00	5,065.91	12.19
50060512.20 GROUP H/D INS PREMIUMS	18,264	18,264	0	0.00	2,281.96	0.00	15,982.04	12.49
50060512.30 WORKER'S COMPENSATION	272	272	0	0.00	190.41	0.00	81.59	70.00
TOTAL PERSONNEL SERVICES	129,555	129,555	0	8,152.85	26,121.76	0.00	103,433.24	20.16
<u>MATERIALS & SUPPLIES</u>								
50060521.01 OFFICE	2,000	2,000	0	0.00	238.90	0.00	1,761.10	11.95
50060521.03 POSTAGE	750	750	0	0.00	137.37	0.00	612.63	18.32
50060528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	2,750	2,750	0	0.00	376.27	0.00	2,373.73	13.68
<u>SERVICES</u>								
50060531.01 TRAVEL & TRAINING	2,000	2,000	0	569.87	2,868.87	0.00	868.87	143.44
50060531.04 DUES, SUBSCR., & PUBLI	300	300	0	122.90	122.90	0.00	177.10	40.97
50060531.05 ADVERTISING & LEGAL NO	0	0	0	0.00	0.00	0.00	0.00	0.00
50060533.11 SCOFFLAW-TXDOT	500	500	0	0.00	0.00	0.00	500.00	0.00
50060533.12 COLLECTION ATTY FEE	15,000	15,000	0	212.78	1,330.37	0.00	13,669.63	8.87
50060536.02 TELEPHONE	1,500	1,500	0	21.99	315.74	0.00	1,184.26	21.05
TOTAL SERVICES	19,300	19,300	0	927.54	4,637.88	0.00	14,662.12	24.03
<u>MAINTENANCE</u>								
50060544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
50060544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SUNDRY</u>								
50060553.10 XFER OUT- FD 112 JUV C	0	0	0	0.00	0.00	0.00	0.00	0.00
50060554.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
50060554.91 CREDIT CARD FEES- ON L	5,000	5,000	0	516.45	1,799.49	0.00	3,200.51	35.99
TOTAL SUNDRY	5,000	5,000	0	516.45	1,799.49	0.00	3,200.51	35.99
TOTAL MUNICIPAL COURT	156,605	156,605	0	9,596.84	32,935.40	0.00	123,669.60	21.03

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SERVICES</u>									
50070536.0110	CABLE & INTERNET	4,200	4,200	0	343.30	1,045.38	0.00	3,154.62	24.89
50070536.0120	CABLE & INTERNET	3,500	3,500	0	313.85	917.33	0.00	2,582.67	26.21
50070536.0410	CABLE & INTERNET	1,350	1,350	0	99.10	297.30	0.00	1,052.70	22.02
50070536.0502	CABLE & INTERNET	1,540	1,540	0	127.86	255.72	0.00	1,284.28	16.61
50070536.9800	CABLE & INTERNET	5,750	5,750	0	475.68	1,427.04	0.00	4,322.96	24.82
TOTAL SERVICES		16,340	16,340	0	1,359.79	3,942.77	0.00	12,397.23	24.13
<u>MAINTENANCE</u>									
50070542.0030	CONTRACTED SERVICE- CI	18,156	18,156	0	0.00	6,084.58	0.00	12,071.42	33.51
50070542.0060	CONTRACTED SERVICE- MU	18,640	18,640	0	200.00	17,520.50	0.00	1,119.50	93.99
50070542.0075	CONTRACTED SERVICE- EC	0	0	0	108.24	562.89	0.00	562.89	0.00
50070542.0110	CONTRACTED SERVICE- PO	170,508	170,508	0	20,420.50	58,624.71	10,366.50	101,516.79	40.46
50070542.0120	CONTRACTED SERVICE- FI	9,796	9,796	0	0.00	0.00	0.00	9,796.00	0.00
50070542.0210	CONTRACTED SERVICE - A	0	0	0	0.00	350.00	0.00	350.00	0.00
50070542.0320	CONTRACTED SERVICE- CO	8,189	8,189	0	4,802.99	9,394.98	0.00	1,205.98	114.73
50070542.0410	CONTRACTED SERVICES- S	6,274	6,274	0	0.00	2,000.00	0.00	4,274.00	31.88
50070542.0501	CONTRACTED SERVICE - P	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
50070542.9800	CONTRACTED SERVICE- AL	138,865	138,865	0	21,082.95	85,412.81	35,358.00	18,094.19	86.97
TOTAL MAINTENANCE		376,428	376,428	0	46,614.68	179,950.47	45,724.50	150,753.03	59.95
<u>TOTAL TECHNOLOGY SERVICES</u>									
		392,768	392,768	0	47,974.47	183,893.24	45,724.50	163,150.26	58.46

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

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Section VII. Item #F.

001-GENERAL FUND
FINANCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50080511.01 SALARIES & WAGES	235,379	235,379	0	18,061.88	50,062.24	0.00	185,316.76	21.27
50080511.07 SALARIES & WAGES-OVERT	2,568	2,568	0	219.34	626.90	0.00	1,941.10	24.41
50080512.05 EMPLOYER-SOCIAL SECURI	18,203	18,203	0	1,327.23	3,849.22	0.00	14,353.78	21.15
50080512.10 EMPLOYER-T.M.R.S.	14,075	14,075	0	0.00	2,128.18	0.00	11,946.82	15.12
50080512.20 GROUP H/D INS PREMIUMS	46,440	46,440	0	0.00	8,959.91	0.00	37,480.09	19.29
50080512.30 WORKER'S COMPENSATION	813	813	0	0.00	569.12	0.00	243.88	70.00
TOTAL PERSONNEL SERVICES	317,478	317,478	0	19,608.45	66,195.57	0.00	251,282.43	20.85
<u>MATERIALS & SUPPLIES</u>								
50080521.01 OFFICE	6,000	6,000	0	1,369.85	2,604.60	0.00	3,395.40	43.41
50080521.02 PRINTING	750	750	0	0.00	0.00	0.00	750.00	0.00
50080521.03 POSTAGE	1,600	1,600	0	0.00	248.80	0.00	1,351.20	15.55
50080524.01 UNIFORMS	100	100	0	0.00	0.00	0.00	100.00	0.00
50080528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
50080529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
50080529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	8,450	8,450	0	1,369.85	2,853.40	0.00	5,596.60	33.77
<u>SERVICES</u>								
50080531.01 TRAVEL & TRAINING	5,000	5,000	0	0.00	657.30	0.00	4,342.70	13.15
50080531.02 EMPLOYEE DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50080531.04 DUES, SUBSCR., & PUBLI	1,200	1,200	0	490.00	905.00	0.00	295.00	75.42
50080531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
50080533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50080536.02 TELEPHONE	2,000	2,000	0	0.00	352.15	0.00	1,647.85	17.61
TOTAL SERVICES	8,200	8,200	0	490.00	1,914.45	0.00	6,285.55	23.35
<u>MAINTENANCE</u>								
50080544.50 R & M- FURNITURE & EQU	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00

TOTAL FINANCE	335,128	335,128	0	21,468.30	70,963.42	0.00	264,164.58	21.18
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

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Section VII. Item #F.

001-GENERAL FUND
CITY HALL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50090511.01 SALARIES & WAGES	5,460	5,460	0	190.37	1,049.73	0.00	4,410.27	19.23
50090512.05 EMPLOYER-SOCIAL SECURI	1,865	1,865	0	14.56	93.47	0.00	1,771.53	5.01
50090512.10 EMPLOYER-T.M.R.S.	0	0	0	0.00	0.00	0.00	0.00	0.00
50090512.30 WORKER'S COMPENSATION	84	84	0	0.00	58.80	0.00	25.20	70.00
TOTAL PERSONNEL SERVICES	7,409	7,409	0	204.93	1,202.00	0.00	6,207.00	16.22
<u>MATERIALS & SUPPLIES</u>								
50090521.01 OFFICE	2,500	2,500	0	837.00	901.20	0.00	1,598.80	36.05
50090523.01 FOOD	2,500	2,500	0	360.67	558.07	0.00	1,941.93	22.32
50090523.03 CLEANING & JANITORIAL	6,000	6,000	0	323.25	1,168.25	0.00	4,831.75	19.47
50090528.03 NON-CAPITALIZED ASSETS	750	750	0	0.00	0.00	0.00	750.00	0.00
50090529.11 LIGHTING & DECORATION	500	500	0	1,175.95	1,175.95	0.00	(675.95)	235.19
TOTAL MATERIALS & SUPPLIES	12,250	12,250	0	2,696.87	3,803.47	0.00	8,446.53	31.05
<u>SERVICES</u>								
50090533.06 INSPECTION SERVICES	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50090533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50090534.90 LEASES & RENTALS	13,000	13,000	0	749.43	1,629.25	0.00	11,370.75	12.53
50090536.01 ELECTRICITY	25,371	25,371	0	1,900.47	4,108.08	0.00	21,262.92	16.19
50090536.02 TELEPHONE	800	800	0	0.00	181.17	0.00	618.83	22.65
50090536.03 WATER	2,500	2,500	0	157.51	341.44	0.00	2,158.56	13.66
50090536.04 GAS	875	875	0	111.68	198.98	0.00	676.02	22.74
TOTAL SERVICES	44,546	44,546	0	2,919.09	6,458.92	0.00	38,087.08	14.50
<u>MAINTENANCE</u>								
50090541.02 LANDSCAPING	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
50090542.03 R & M- BUILDING	8,900	8,900	0	46.36	3,466.86	0.00	5,433.14	38.95
50090543.04 R & M IMPROVEMENT OTB	0	0	0	0.00	0.00	0.00	0.00	0.00
50090544.50 R & M- FURNITURE & EQU	0	0	0	799.00	2,049.50	0.00	(2,049.50)	0.00
TOTAL MAINTENANCE	13,900	13,900	0	845.36	5,516.36	0.00	8,383.64	39.69
<u>CAPITAL EXPENDITURES</u>								
50090562.03 CE- BUILDING & IMPROVE	300,000	300,000	0	46,611.28	46,611.28	283,779.01	(30,390.29)	110.13
50090564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	300,000	300,000	0	46,611.28	46,611.28	283,779.01	(30,390.29)	110.13
TOTAL CITY HALL	378,105	378,105	0	53,277.53	63,592.03	283,779.01	30,733.96	91.87

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
POLICE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50110511.01 SALARIES & WAGES	1,527,281	1,527,281	0	117,676.94	320,880.54	0.00	1,206,400.46	21.01
50110511.06 SALARIES & WAGES-TEMP	117,683	117,683	0	0.00	0.00	0.00	117,683.00	0.00
50110511.07 SALARIES & WAGES-OVERT	125,000	125,000	0	8,979.90	23,612.22	0.00	101,387.78	18.89
50110512.05 EMPLOYER-SOCIAL SECURI	129,838	129,838	0	9,319.14	27,703.42	0.00	102,134.58	21.34
50110512.10 EMPLOYER-T.M.R.S.	100,320	100,320	0	0.00	14,866.35	0.00	85,453.65	14.82
50110512.20 GROUP H/D INS PREMIUMS	299,150	299,150	0	0.00	43,456.78	0.00	255,693.22	14.53
50110512.30 WORKER'S COMPENSATION	42,292	42,292	0	0.00	29,605.69	0.00	12,686.31	70.00
TOTAL PERSONNEL SERVICES	2,341,564	2,341,564	0	135,975.98	460,125.00	0.00	1,881,439.00	19.65
MATERIALS & SUPPLIES								
50110521.01 OFFICE	7,500	7,500	0	496.38	574.59	0.00	6,925.41	7.66
50110521.02 PRINTING	5,000	5,000	0	0.00	747.17	0.00	4,252.83	14.94
50110521.03 POSTAGE	500	500	0	24.03	38.96	0.00	461.04	7.79
50110523.01 FOOD	1,400	1,400	0	146.96	321.59	0.00	1,078.41	22.97
50110523.03 CLEANING & JANITORIAL	3,500	3,500	0	262.51	832.43	0.00	2,667.57	23.78
50110524.01 UNIFORMS	11,000	11,000	0	410.41	471.54	0.00	10,528.46	4.29
50110525.01 FUEL	37,000	37,000	0	2,314.38	4,348.40	0.00	32,651.60	11.75
50110526.01 GENERAL SAFETY & TOOLS	21,980	21,980	0	611.03	662.27	0.00	21,317.73	3.01
50110528.03 NON-CAPITALIZED ASSETS	8,186	8,186	0	0.00	0.00	0.00	8,186.00	0.00
50110529.01 CERTIFICATES, AWARDS,	500	500	0	0.00	0.00	0.00	500.00	0.00
50110529.11 LIGHTING & DECORATION	400	400	0	61.02	61.02	0.00	338.98	15.26
50110529.21 AMMUNITION & OTHER EQU	17,500	17,500	0	954.03	1,973.11	14,246.64	1,280.25	92.68
50110529.22 INVESTIGATION	4,000	4,000	0	11.55	602.84	0.00	3,397.16	15.07
TOTAL MATERIALS & SUPPLIES	118,466	118,466	0	5,292.30	10,633.92	14,246.64	93,585.44	21.00
SERVICES								
50110531.01 TRAVEL & TRAINING	35,000	35,000	0	3,784.68	7,065.25	0.00	27,934.75	20.19
50110531.02 EMPLOYEE DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110531.04 DUES, SUBSCR., & PUBLI	5,500	5,500	0	96.80	241.80	0.00	5,258.20	4.40
50110531.07 PUBLIC & EMPLOYEE RELA	2,300	2,300	0	846.00	1,067.93	0.00	1,232.07	46.43
50110532.04 INVESTIGATION SERVICES	3,000	3,000	0	310.00	310.00	0.00	2,690.00	10.33
50110533.06 INSPECTION SERVICES	500	500	0	360.00	360.00	0.00	140.00	72.00
50110533.07 JAIL	25,000	25,000	0	935.00	1,155.00	0.00	23,845.00	4.62
50110533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
50110534.90 LEASES & RENTALS	6,700	6,700	0	0.00	398.00	0.00	6,302.00	5.94
50110536.01 ELECTRICITY	94	94	0	6.79	16.49	0.00	77.51	17.54
50110536.02 TELEPHONE	17,200	17,200	0	1,427.44	2,371.93	0.00	14,828.07	13.79
50110536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
50110539.03 SPECIAL OPERATIONS	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
TOTAL SERVICES	98,294	98,294	0	7,766.71	12,986.40	0.00	85,307.60	13.21
MAINTENANCE								
50110542.03 R & M- BUILDING	6,000	6,000	0	32.85	207.85	2,023.75	3,768.40	37.19
50110544.50 R & M- FURNITURE & EQU	3,000	3,000	0	449.99	449.99	0.00	2,550.01	15.00
50110544.51 MAINTENANCE CONTRACTS	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
50110544.55 R & M- VEHICLES & TRAI	40,000	40,000	0	1,355.55	3,063.61	15.00	36,921.39	7.70
50110544.60 R & M- RADIOS & INSTRU	4,500	4,500	0	327.50	327.50	0.00	4,172.50	7.28
TOTAL MAINTENANCE	56,500	56,500	0	2,165.89	4,048.95	2,038.75	50,412.30	10.77

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
POLICE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
50110551.11 VEHICLE LEASES	60,660	60,660	0	950.09	3,069.63	0.00	57,590.37	5.06
50110553.19 XFER OUT- FD 158 VEST	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
TOTAL SUNDRY	62,660	62,660	0	950.09	3,069.63	0.00	59,590.37	4.90
<u>CAPITAL EXPENDITURES</u>								
50110561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50110562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	809.12 (	809.12)	0.00
50110564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50110564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50110564.60 CE- RADIOS & INSTRUMEN	0	0	0	0.00	0.00	5,572.35 (	5,572.35)	0.00
50110564.65 CE- MACHINERY & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	6,381.47 (	6,381.47)	0.00
TOTAL POLICE	2,677,484	2,677,484	0	152,150.97	490,863.90	22,666.86	2,163,953.24	19.18

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
FIRE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50120511.01 SALARIES & WAGES	1,135,444	1,135,444	0	91,236.28	232,565.94	0.00	902,878.06	20.48
50120511.07 SALARIES & WAGES-OVERT	80,000	80,000	0	7,735.31	20,651.03	0.00	59,348.97	25.81
50120512.05 EMPLOYER-SOCIAL SECURI	92,981	92,981	0	7,248.58	20,315.05	0.00	72,665.95	21.85
50120512.10 EMPLOYER-T.M.R.S.	71,894	71,894	0	0.00	10,618.82	0.00	61,275.18	14.77
50120512.20 GROUP H/D INS PREMIUMS	195,292	195,292	0	0.00	29,440.64	0.00	165,851.36	15.08
50120512.30 WORKER'S COMPENSATION	41,369	41,369	0	0.00	28,959.56	0.00	12,409.44	70.00
TOTAL PERSONNEL SERVICES	1,616,980	1,616,980	0	106,220.17	342,551.04	0.00	1,274,428.96	21.18
MATERIALS & SUPPLIES								
50120521.01 OFFICE	1,000	1,000	0	66.98	209.57	0.00	790.43	20.96
50120521.02 PRINTING	275	275	0	0.00	69.00	0.00	206.00	25.09
50120521.03 POSTAGE	100	100	0	0.00	0.00	0.00	100.00	0.00
50120523.01 FOOD	1,600	1,600	0	320.63	478.70	0.00	1,121.30	29.92
50120523.03 CLEANING & JANITORIAL	1,500	1,500	0	210.10	623.33	0.00	876.67	41.56
50120524.01 UNIFORMS	7,000	7,000	0	414.78	1,989.23	0.00	5,010.77	28.42
50120525.01 FUEL	22,500	22,500	0	1,869.02	3,531.50	0.00	18,968.50	15.70
50120526.01 GENERAL SAFETY & TOOLS	30,000	30,000	0	362.45	749.22	0.00	29,250.78	2.50
50120526.03 PROTECTIVE CLOTHING	15,000	15,000	0	897.00	897.00	0.00	14,103.00	5.98
50120528.03 NON-CAPITALIZED ASSETS	28,660	28,660	0	0.00	0.00	7,906.00	20,754.00	27.59
50120529.11 LIGHTING & DECORATION	2,000	2,000	0	231.44	231.44	0.00	1,768.56	11.57
TOTAL MATERIALS & SUPPLIES	109,635	109,635	0	4,372.40	8,778.99	7,906.00	92,950.01	15.22
SERVICES								
50120531.01 TRAVEL & TRAINING	12,000	12,000	0	536.11	1,274.44	0.00	10,725.56	10.62
50120531.02 EMPLOYEE DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50120531.03 LICENSES & CERTIFICATE	4,000	4,000	0	220.33	1,504.33	0.00	2,495.67	37.61
50120531.04 DUES, SUBSCR., & PUBLI	6,500	6,500	0	45.00	1,565.00	0.00	4,935.00	24.08
50120531.07 PUBLIC & EMPLOYEE RELA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50120531.09 VOLUNTEER & RESERVES	0	0	0	0.00	0.00	0.00	0.00	0.00
50120533.20 TESTING SERVICES	8,000	8,000	0	0.00	1,476.68	0.00	6,523.32	18.46
50120534.90 LEASES & RENTALS	3,600	3,600	0	0.00	213.66	0.00	3,386.34	5.94
50120536.01 ELECTRICITY	8,464	8,464	0	916.29	1,840.45	0.00	6,623.55	21.74
50120536.02 TELEPHONE	7,500	7,500	0	1,027.23	1,604.58	0.00	5,895.42	21.39
50120536.03 WATER	4,000	4,000	0	461.86	910.94	0.00	3,089.06	22.77
50120536.04 GAS	2,500	2,500	0	370.05	586.10	0.00	1,913.90	23.44
50120536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	57,564	57,564	0	3,576.87	10,976.18	0.00	46,587.82	19.07
MAINTENANCE								
50120542.03 R & M- BUILDING	13,000	13,000	0	92.02	660.67	0.00	12,339.33	5.08
50120543.05 R & M- INFRASTRUCTURE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50120544.50 R & M- FURNITURE & EQU	5,000	5,000	0	33.68	135.61	0.00	4,864.39	2.71
50120544.51 MAINTENANCE CONTRACTS	7,400	7,400	0	0.00	0.00	0.00	7,400.00	0.00
50120544.55 R & M- VEHICLES & TRAI	40,000	40,000	0	2,702.33	4,402.72	0.00	35,597.28	11.01
50120544.60 R & M- RADIOS & INSTRU	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
50120544.65 R & M- MACHINERY & EQU	4,000	4,000	0	362.64	572.36	0.00	3,427.64	14.31
TOTAL MAINTENANCE	74,400	74,400	0	3,190.67	5,771.36	0.00	68,628.64	7.76

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

01-GENERAL FUND
FIRE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
0120551.11 VEHICLE LEASES	41,680	41,680	0	0.00	0.00	0.00	41,680.00	0.00
0120552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
0120552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
0120552.30 DEBT SERV- GOVT CAPITA	121,377	121,377	0	0.00	0.00	0.00	121,377.00	0.00
0120552.35 DEBT SERV- GOVT CAPITA	8,379	8,379	0	0.00	0.00	0.00	8,379.00	0.00
0120553.06 XFER OUT- FD 702 FIRE	1,700	1,700	0	350.00	275.00	0.00	1,425.00	16.18
TOTAL SUNDRY	173,136	173,136	0	350.00	275.00	0.00	172,861.00	0.16
<u>CAPITAL EXPENDITURES</u>								
0120562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
0120564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
0120564.65 CE- MACHINERY & EQUIPM	137,853	137,853	0	0.00	0.00	0.00	137,853.00	0.00
TOTAL CAPITAL EXPENDITURES	137,853	137,853	0	0.00	0.00	0.00	137,853.00	0.00
TOTAL FIRE	2,169,568	2,169,568	0	117,710.11	368,352.57	7,906.00	1,793,309.43	17.34

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

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Section VII. Item #F.

001-GENERAL FUND
ANIMAL CONTROL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
50210511.01 SALARIES & WAGES	88,635	88,635	0	7,395.76	19,250.68	0.00	69,384.32	21.72
50210511.06 SALARIES & WAGES-TEMP	14,934	14,934	0	0.00	0.00	0.00	14,934.00	0.00
50210511.07 SALARIES & WAGES-OVERT	9,000	9,000	0	615.63	3,475.31	0.00	5,524.69	38.61
50210512.05 EMPLOYER-SOCIAL SECURI	8,612	8,612	0	583.30	1,849.65	0.00	6,762.35	21.48
50210512.10 EMPLOYER-T.M.R.S.	5,775	5,775	0	0.00	1,060.34	0.00	4,714.66	18.36
50210512.20 GROUP H/D INS PREMIUMS	17,839	17,839	0	0.00	2,976.47	0.00	14,862.53	16.69
50210512.30 WORKER'S COMPENSATION	9,759	9,759	0	0.00	6,831.60	0.00	2,927.40	70.00
TOTAL PERSONNEL SERVICES	154,554	154,554	0	8,594.69	35,444.05	0.00	119,109.95	22.93
<u>MATERIALS & SUPPLIES</u>								
50210521.01 OFFICE	250	250	0	0.00	0.00	0.00	250.00	0.00
50210521.02 PRINTING	200	200	0	0.00	0.00	0.00	200.00	0.00
50210521.03 POSTAGE	100	100	0	0.00	72.14	0.00	27.86	72.14
50210522.04 CHEMICAL	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50210523.02 ANIMAL FOOD	1,400	1,400	0	307.93	307.93	0.00	1,092.07	22.00
50210523.03 CLEANING & JANITORIAL	900	900	0	0.00	66.95	0.00	833.05	7.44
50210524.01 UNIFORMS	800	800	0	0.00	0.00	0.00	800.00	0.00
50210525.01 FUEL	6,875	6,875	0	315.83	730.04	0.00	6,144.96	10.62
50210526.01 GENERAL SAFETY & TOOLS	800	800	0	141.79	367.62	0.00	432.38	45.95
50210528.03 NON-CAPITALIZED ASSETS	6,000	6,000	0	0.00	1,050.00	0.00	4,950.00	17.50
TOTAL MATERIALS & SUPPLIES	18,325	18,325	0	765.55	2,594.68	0.00	15,730.32	14.16
<u>SERVICES</u>								
50210531.01 TRAVEL & TRAINING	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
50210531.04 DUES, SUBSCR., & PUBLI	50	50	0	0.00	0.00	0.00	50.00	0.00
50210531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	224.01	0.00	224.01	0.00
50210532.06 VETERINARIAN	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50210533.14 CONTRACTED SERVICES	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
50210534.90 LEASES & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
50210536.01 ELECTRICITY	6,572	6,572	0	398.65	949.35	0.00	5,622.65	14.45
50210536.02 TELEPHONE	2,000	2,000	0	0.00	120.52	0.00	1,879.48	6.03
50210536.03 WATER	1,700	1,700	0	109.70	198.08	0.00	1,501.92	11.65
TOTAL SERVICES	17,822	17,822	0	508.35	1,491.96	0.00	16,330.04	8.37
<u>MAINTENANCE</u>								
50210541.02 LAND IMPROVEMENTS	500	500	0	0.00	0.00	0.00	500.00	0.00
50210542.03 R & M- BUILDING	10,000	10,000	0	269.99	269.99	0.00	9,730.01	2.70
50210544.50 R & M- FURNITURE & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
50210544.55 R & M- VEHICLES & TRAI	3,000	3,000	0	18.00	54.00	0.00	2,946.00	1.80
50210544.60 R & M- RADIOS & INSTRU	150	150	0	0.00	0.00	0.00	150.00	0.00
TOTAL MAINTENANCE	13,850	13,850	0	287.99	323.99	0.00	13,526.01	2.34

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
ANIMAL CONTROL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
50210551.11 VEHICLE LEASES	13,944	13,944	0	0.00	0.00	0.00	13,944.00	0.00
TOTAL SUNDRY	13,944	13,944	0	0.00	0.00	0.00	13,944.00	0.00
<u>CAPITAL EXPENDITURES</u>								
50210562.03 CE- BUILDING & IMPROVE	250,197	250,197	0	0.00	0.00	0.00	250,197.00	0.00
50210564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50210564.65 CE- MACHINERY & EQUIPM	7,000	7,000	0	0.00	0.00	6,999.99	0.01	100.00
TOTAL CAPITAL EXPENDITURES	257,197	257,197	0	0.00	0.00	6,999.99	250,197.01	2.72
TOTAL ANIMAL CONTROL	475,692	475,692	0	10,156.58	39,854.68	6,999.99	428,837.33	9.85

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
CODE ENFORCEMENT/INSPECT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50320511.01 SALARIES & WAGES	186,470	186,470	0	13,820.49	39,280.57	0.00	147,189.43	21.07
50320511.06 SALARIES & WAGES-TEMP	7,467	7,467	0	0.00	0.00	0.00	7,467.00	0.00
50320511.07 SALARIES & WAGES-OVERT	2,000	2,000	0	23.89	273.47	0.00	1,726.53	13.67
50320512.05 EMPLOYER-SOCIAL SECURI	14,836	14,836	0	1,010.95	3,049.62	0.00	11,786.38	20.56
50320512.10 EMPLOYER-T.M.R.S.	11,030	11,030	0	0.00	1,704.69	0.00	9,325.31	15.46
50320512.20 GROUP H/D INS PREMIUMS	31,382	31,382	0	0.00	5,192.86	0.00	26,189.14	16.55
50320512.30 WORKER'S COMPENSATION	688	688	0	0.00	481.62	0.00	206.38	70.00
TOTAL PERSONNEL SERVICES	253,873	253,873	0	14,855.33	49,982.83	0.00	203,890.17	19.69
MATERIALS & SUPPLIES								
50320521.01 OFFICE	2,600	2,600	0	84.01	362.54	0.00	2,237.46	13.94
50320521.02 PRINTING	1,550	1,550	0	332.41	510.41	0.00	1,039.59	32.93
50320521.05 POSTAGE	3,000	3,000	0	0.00	33.31	0.00	2,966.69	1.11
50320524.01 UNIFORMS	500	500	0	0.00	48.00	0.00	452.00	9.60
50320525.01 FUEL	1,875	1,875	0	133.91	399.28	0.00	1,475.72	21.29
50320528.03 NON-CAPITALIZED ASSETS	4,010	4,010	0	0.00	0.00	0.00	4,010.00	0.00
TOTAL MATERIALS & SUPPLIES	13,535	13,535	0	550.33	1,353.54	0.00	12,181.46	10.00
SERVICES								
50320531.01 TRAVEL & TRAINING	5,000	5,000	0	0.00	7.19	0.00	4,992.81	0.14
50320531.03 LICENSES & CERTIFICATE	1,000	1,000	0	0.00	312.50	0.00	687.50	31.25
50320531.04 DUES, SUBSCR., & PUBLI	1,600	1,600	0	0.00	145.00	0.00	1,455.00	9.06
50320533.14 CONTRACTED SERVICES	80,000	80,000	0	2,696.70	7,929.09	0.00	72,070.91	9.91
50320533.16 BUREAU VERITAS- CLARET	30,000	30,000	0	0.00	0.00	0.00	30,000.00	0.00
50320533.19 DEMOLITION SERVICES	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
50320533.25 LIENS EXPENSES	5,000	5,000	0	30.00	30.00	0.00	4,970.00	0.60
50320536.02 TELEPHONE	3,200	3,200	0	0.00	850.67	0.00	2,349.33	26.58
TOTAL SERVICES	145,800	145,800	0	2,726.70	9,274.45	0.00	136,525.55	6.36
MAINTENANCE								
50320544.50 R & M- FURNITURE & EQU	2,200	2,200	0	0.00	0.00	0.00	2,200.00	0.00
50320544.51 MAINTENANCE CONTRACTS	1,970	1,970	0	0.00	0.00	0.00	1,970.00	0.00
50320544.55 R & M- VEHICLES & TRAI	3,000	3,000	0	26.00	216.48	0.00	2,783.52	7.22
TOTAL MAINTENANCE	7,170	7,170	0	26.00	216.48	0.00	6,953.52	3.02
SUNDRY								
50320551.11 VEHICLE LEASES	2,704	2,704	0	219.36	438.72	0.00	2,265.28	16.22
TOTAL SUNDRY	2,704	2,704	0	219.36	438.72	0.00	2,265.28	16.22
CAPITAL EXPENDITURES								
50320564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50320564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CODE ENFORCEMENT/INSPECT	423,082	423,082	0	18,377.72	61,266.02	0.00	361,815.98	14.48

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
STREETS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50410511.01 SALARIES & WAGES	451,050	451,050	0	29,587.02	83,292.68	0.00	367,757.32	18.47
50410511.06 SALARIES & WAGES-TEMP	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
50410511.07 SALARIES & WAGES-OVERT	15,000	15,000	0	625.19	1,138.84	0.00	13,861.16	7.59
50410512.05 EMPLOYER-SOCIAL SECURI	35,653	35,653	0	2,195.54	6,531.85	0.00	29,121.15	18.32
50410512.10 EMPLOYER-T.M.R.S.	25,863	25,863	0	0.00	3,659.87	0.00	22,203.13	14.15
50410512.20 GROUP H/D INS PREMIUMS	106,714	106,714	0	0.00	13,570.60	0.00	93,143.40	12.72
50410512.30 WORKER'S COMPENSATION	24,149	24,149	0	0.00	16,905.04	0.00	7,243.96	70.00
TOTAL PERSONNEL SERVICES	673,429	673,429	0	32,407.75	125,098.88	0.00	548,330.12	18.58
MATERIALS & SUPPLIES								
50410521.01 OFFICE	1,500	1,500	0	31.94	31.94	0.00	1,468.06	2.13
50410522.01 AG & BOTANICAL	1,000	1,000	0	468.75	468.75	0.00	531.25	46.88
50410523.03 CLEANING & JANITORIAL	1,000	1,000	0	140.05	140.05	0.00	859.95	14.01
50410524.01 UNIFORMS	5,500	5,500	0	550.14	833.40	0.00	4,666.60	15.15
50410525.01 FUEL	25,000	25,000	0	3,890.33	4,614.49	0.00	20,385.51	18.46
50410526.01 GENERAL SAFETY & TOOLS	10,000	10,000	0	241.54	372.80	0.00	9,627.20	3.73
50410528.03 NON-CAPITALIZED ASSETS	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
50410529.11 LIGHTING & DECORATION	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
TOTAL MATERIALS & SUPPLIES	72,500	72,500	0	5,322.75	6,461.43	0.00	66,038.57	8.91
SERVICES								
50410531.01 TRAVEL & TRAINING	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
50410531.03 LICENSES & CERTIFICATE	0	0	0	0.00	0.00	0.00	0.00	0.00
50410533.14 CONTRACTED SERVICES	175,000	175,000	0	11,602.50	18,570.83	62,022.50	94,406.67	46.05
50410534.90 LEASES & RENTALS	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
50410536.01 ELECTRICITY	6,819	6,819	0	451.35	921.49	0.00	5,897.51	13.51
50410536.02 TELEPHONE	7,800	7,800	0	0.00	879.47	0.00	6,920.53	11.28
50410536.03 WATER	2,000	2,000	0	142.12	347.51	0.00	1,652.49	17.38
50410536.05 STREET LIGHTS	91,283	91,283	0	7,437.95	14,884.88	0.00	76,398.12	16.31
50410536.06 SOLID WASTE DISPOSAL	30,000	30,000	0	338.08	338.08	0.00	29,661.92	1.13
50410536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	320,402	320,402	0	19,972.00	35,942.26	62,022.50	222,437.24	30.58
MAINTENANCE								
50410542.03 R & M- BUILDING	10,000	10,000	0	295.00	295.00	0.00	9,705.00	2.95
50410543.04 R & M IMPROVEMENT OTB	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
50410543.05 R & M- INFRASTRUCTURE	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
50410543.051100 R & M- INF- SEALCOAT P	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
50410543.051200 R & M- INF- PATCHING M	100,000	100,000	0	837.11	15,250.30	13,394.73	71,354.97	28.65
50410543.20 R & M- INF- STORM DRAI	20,000	20,000	0	47.94	47.94	0.00	19,952.06	0.24
50410544.50 R & M- FURNITURE & EQU	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50410544.55 R & M- VEHICLES & TRAI	10,000	10,000	0	178.23	475.50	0.00	9,524.50	4.76
50410544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
50410544.65 R & M- MACHINERY & EQU	45,000	45,000	0	6,204.27	7,972.70	0.00	37,027.30	17.72
TOTAL MAINTENANCE	417,000	417,000	0	7,562.55	24,041.44	13,394.73	379,563.83	8.98

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
STREETS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
50410551.11 VEHICLE LEASES	40,096	40,096	0	0.00	0.00	0.00	40,096.00	0.00
50410553.06 XFER OUT- FD 155	0	0	0	0.00	0.00	0.00	0.00	0.00
50410553.10 XFER OUT- FD 220 STREE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	40,096	40,096	0	0.00	0.00	0.00	40,096.00	0.00
<u>CAPITAL EXPENDITURES</u>								
50410561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
50410562.03 CE- BUILDING & IMPROV	0	0	0	0.00	0.00	0.00	0.00	0.00
50410563.05 CE- INFRASTRUCTURE	0	0	0	1,750.00	1,750.00	35,350.00	37,100.00	0.00
50410564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50410564.65 CE- MACHINERY & EQUIPM	347,100	347,100	0	0.00	0.00	0.00	347,100.00	0.00
TOTAL CAPITAL EXPENDITURES	347,100	347,100	0	1,750.00	1,750.00	35,350.00	310,000.00	10.69
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TOTAL STREETS	1,870,527	1,870,527	0	67,015.05	193,294.01	110,767.23	1,566,465.76	16.26
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

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Section VII. Item #F.

001-GENERAL FUND
PARKS & RECREATION
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
50501511.01 SALARIES & WAGES	223,681	223,681	0	17,077.83	47,090.28	0.00	176,590.72	21.05
50501511.06 SALARIES & WAGES-TEMP	5,760	5,760	0	0.00	0.00	0.00	5,760.00	0.00
50501511.07 SALARIES & WAGES-OVERT	15,000	15,000	0	2,804.10	6,949.36	0.00	8,050.64	46.33
50501512.05 EMPLOYER-SOCIAL SECURI	18,259	18,259	0	1,474.46	4,234.47	0.00	14,024.53	23.19
50501512.10 EMPLOYER-T.M.R.S.	13,777	13,777	0	0.00	2,363.52	0.00	11,413.48	17.16
50501512.20 GROUP H/D INS PREMIUMS	59,232	59,232	0	0.00	7,409.76	0.00	51,822.24	12.51
50501512.30 WORKER'S COMPENSATION	6,000	6,000	0	0.00	4,200.18	0.00	1,799.82	70.00
50501512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	341,709	341,709	0	21,356.39	72,247.57	0.00	269,461.43	21.14
MATERIALS & SUPPLIES								
50501521.01 OFFICE	0	0	0	0.00	0.00	0.00	0.00	0.00
50501521.03 POSTAGE	0	0	0	0.00	0.57	0.00	0.57	0.00
50501522.01 AG & BOTANICAL	2,500	2,500	0	468.75	468.75	0.00	2,031.25	18.75
50501523.03 CLEANING & JANITORIAL	15,000	15,000	0	1,038.28	5,044.58	0.00	9,955.42	33.63
50501524.01 UNIFORMS	2,700	2,700	0	356.61	546.13	0.00	2,153.87	20.23
50501525.01 FUEL	7,500	7,500	0	781.80	1,662.67	0.00	5,837.33	22.17
50501526.01 GENERAL SAFETY & TOOLS	3,000	3,000	0	33.78	378.65	0.00	2,621.35	12.62
50501528.03 NON-CAPITALIZED ASSETS	3,700	3,700	0	0.00	0.00	0.00	3,700.00	0.00
50501529.11 LIGHTING & DECORATION	25,000	25,000	0	2,086.52	5,256.49	0.00	19,743.51	21.03
TOTAL MATERIALS & SUPPLIES	59,400	59,400	0	4,765.74	13,357.84	0.00	46,042.16	22.49
SERVICES								
50501531.01 TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
50501533.14 CONTRACTED SERVICES	50,000	50,000	0	2,400.00	3,016.67	28,200.00	18,783.33	62.43
50501534.90 LEASES & RENTALS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
50501536.01 ELECTRICITY	34,397	34,397	0	2,241.79	4,551.68	0.00	29,845.32	13.23
50501536.02 TELEPHONE	1,200	1,200	0	0.00	779.26	0.00	420.74	64.94
50501536.03 WATER	25,000	25,000	0	615.84	1,686.59	0.00	23,313.41	6.75
TOTAL SERVICES	113,097	113,097	0	5,257.63	10,034.20	28,200.00	74,862.80	33.81
MAINTENANCE								
50501541.02 LANDSCAPING	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50501542.03 R & M- BUILDING	5,000	5,000	0	522.00	1,056.73	4,354.25	410.98	108.22
50501543.04 R & M IMPROVEMENT OTB	40,000	40,000	0	1,557.05	7,324.30	3,772.00	28,903.70	27.74
50501543.10 SWIMMING POOL OPERATIO	82,000	82,000	0	404.83	2,132.15	0.00	79,867.85	2.60
50501544.55 R & M- VEHICLES & TRAI	3,000	3,000	0	24.00	507.00	0.00	2,493.00	16.90
50501544.65 R & M- MACHINERY & EQU	5,000	5,000	0	1,370.63	1,997.39	0.00	3,002.61	39.95
TOTAL MAINTENANCE	136,000	136,000	0	3,878.51	13,017.57	8,126.25	114,856.18	15.55
SUNDRY								
50501551.11 VEHICLE LEASES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
PARKS & RECREATION
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>CAPITAL EXPENDITURES</u>								
50501561.02 CE- LAND & IMPROVEMENT	0	0	0	0.00	0.00	499.98 (	499.98)	0.00
50501562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	4,500.00 (	4,500.00)	0.00
50501563.05 CE- INFRASTRUCTURE	140,000	140,000	0	0.00	0.00	251,952.60 (	111,952.60)	179.97
50501564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
50501564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
50501564.65 CE- MACHINERY & EQUIPM	16,000	16,000	0	0.00	0.00	0.00	16,000.00	0.00
TOTAL CAPITAL EXPENDITURES	156,000	156,000	0	0.00	0.00	256,952.58 (	100,952.58)	164.71
TOTAL PARKS & RECREATION	806,206	806,206	0	35,258.27	108,657.18	293,278.83	404,269.99	49.86

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
BAUER CENTER
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
0502511.01 SALARIES & WAGES	63,076	63,076	0	3,250.34	9,308.19	0.00	53,767.81	14.76
0502511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
0502511.07 SALARIES & WAGES-OVERT	15,000	15,000	0	689.85	1,475.49	0.00	13,524.51	9.84
0502512.05 EMPLOYER-SOCIAL SECURI	5,973	5,973	0	293.63	985.47	0.00	4,987.53	16.50
0502512.10 EMPLOYER-T.M.R.S.	4,618	4,618	0	0.00	568.12	0.00	4,049.88	12.30
0502512.20 GROUP H/D INS PREMIUMS	26,502	26,502	0	0.00	1,813.44	0.00	24,688.56	6.84
0502512.30 WORKER'S COMPENSATION	2,469	2,469	0	0.00	1,728.38	0.00	740.62	70.00
TOTAL PERSONNEL SERVICES	117,638	117,638	0	4,233.82	15,879.09	0.00	101,758.91	13.50
MATERIALS & SUPPLIES								
0502521.01 OFFICE	0	0	0	0.00	0.00	0.00	0.00	0.00
0502523.03 CLEANING & JANITORIAL	10,000	10,000	0	2,072.53	2,969.85	0.00	7,030.15	29.70
0502524.01 UNIFORMS	1,500	1,500	0	530.15	613.96	0.00	886.04	40.93
0502525.01 FUEL	400	400	0	(0.08)	8.12	0.00	408.12	2.03-
0502526.01 GENERAL SAFETY & TOOLS	1,000	1,000	0	25.17	25.17	0.00	974.83	2.52
0502528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
0502529.11 LIGHTING & DECORATION	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MATERIALS & SUPPLIES	13,900	13,900	0	2,627.77	3,600.86	0.00	10,299.14	25.91
SERVICES								
0502533.06 INSPECTION SERVICES	520	520	0	0.00	0.00	0.00	520.00	0.00
0502533.14 CONTRACTED SERVICES	55,000	55,000	0	0.00	25,000.00	0.00	30,000.00	45.45
0502534.90 LEASES & RENTALS	4,500	4,500	0	555.35	793.09	0.00	3,706.91	17.62
0502536.01 ELECTRICITY	32,331	32,331	0	1,971.81	4,650.43	0.00	27,680.57	14.38
0502536.02 TELEPHONE	1,500	1,500	0	0.00	171.03	0.00	1,328.97	11.40
0502536.03 WATER	2,700	2,700	0	183.30	371.86	0.00	2,328.14	13.77
0502536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	96,551	96,551	0	2,710.46	30,986.41	0.00	65,564.59	32.09
MAINTENANCE								
0502541.02 LANDSCAPING	4,500	4,500	0	775.00	1,162.50	3,487.50	(150.00)	103.33
0502542.03 R & M- BUILDING	15,000	15,000	0	881.17	1,253.67	100.00	13,646.33	9.02
0502543.04 R & M IMPROVEMENT OTB	6,500	6,500	0	0.00	0.00	0.00	6,500.00	0.00
0502544.50 R & M- FURNITURE & EQU	12,000	12,000	0	0.00	0.00	0.00	12,000.00	0.00
0502544.55 R & M- VEHICLES & TRAI	300	300	0	115.59	127.59	0.00	172.41	42.53
0502544.65 R & M- MACHINERY & EQU	300	300	0	0.00	0.00	0.00	300.00	0.00
TOTAL MAINTENANCE	38,600	38,600	0	1,771.76	2,543.76	3,587.50	32,468.74	15.88
SUNDRY								
0502551.11 VEHICLE LEASES	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00
TOTAL SUNDRY	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
BAUER CENTER
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>CAPITAL EXPENDITURES</u>								
50502561.02 CE- LAND & IMPROVEMENT	70,000	70,000	0	0.00	0.00	0.00	70,000.00	0.00
50502562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
50502564.50 CE- FURNITURE & EQUIPM	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	70,000	70,000	0	0.00	0.00	0.00	70,000.00	0.00
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TOTAL BAUER CENTER	349,765	349,765	0	11,343.81	53,010.12	3,587.50	293,167.38	16.18
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
59800511.01 SALARIES & WAGES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.03 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05 EMPLOYER- SOCIAL SECUR	0	0	0	2,070.73	2,070.73	0.00	(2,070.73)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.31 UNEMPLOYMENT INSURANCE	0	0	0	150.00	150.00	0.00	(150.00)	0.00
59800512.40 SAFETY PAY	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
TOTAL PERSONNEL SERVICES	25,000	25,000	0	2,220.73	2,220.73	0.00	22,779.27	8.88
<u>MATERIALS & SUPPLIES</u>								
59800524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800524.4586 WINTER STORM DR-4586	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>								
59800531.01 TRAVEL & TRAINING	15,000	15,000	0	0.00	9,430.77	0.00	5,569.23	62.87
59800531.04 DUES, SUBSCR., & PUBLI	10,000	10,000	0	100.00	9,134.00	0.00	866.00	91.34
59800531.05 ADVERTISING & LEGAL NO	7,500	7,500	0	1,474.71	1,713.71	0.00	5,786.29	22.85
59800531.07 PUBLIC & EMPLOYEE RELA	7,000	7,000	0	82.73	457.73	0.00	6,542.27	6.54
59800531.10 YOUTH ADVISORY COUNCIL	0	0	0	0.00	0.00	0.00	0.00	0.00
59800531.13 SHIPPING & FREIGHT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800532.01 AUDIT FEES	14,000	14,000	0	0.00	0.00	0.00	14,000.00	0.00
59800532.06 HEALTH & FITNESS	33,002	33,002	0	2,743.20	3,583.35	0.00	29,418.65	10.86
59800532.07 LEGAL- REGULAR	70,000	70,000	0	0.00	797.50	0.00	69,202.50	1.14
59800532.08 LEGAL- SPECIAL	5,000	5,000	0	5,627.02	5,627.02	0.00	(627.02)	112.54
59800533.09 CCAD TAX COLLECTION	26,000	26,000	0	0.00	6,933.55	0.00	19,066.45	26.67
59800533.10 CCAD TAX APPRAISAL	67,500	67,500	0	0.00	17,062.83	0.00	50,437.17	25.28
59800533.11 CCAD ATTORNEY FEES	34,000	34,000	0	5,426.59	5,426.59	0.00	28,573.41	15.96
59800533.14 CONTRACTED SERVICES	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
59800533.214 XFER OUT- FD 214 CDBG	0	0	0	0.00	0.00	0.00	0.00	0.00
59800535.01 GENERAL LIABILITY INSU	77,538	77,538	0	0.00	73,556.16	0.00	3,981.84	94.86
59800535.10 WINDSTORM INS	201,325	201,325	0	0.00	0.00	0.00	201,325.00	0.00
59800536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	570,365	570,365	0	15,454.25	133,723.21	0.00	436,641.79	23.45
<u>MAINTENANCE</u>								
59800542.55 TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
59800544.51 MAINTENANCE CONTRACTS	8,200	8,200	0	0.00	0.00	0.00	8,200.00	0.00
TOTAL MAINTENANCE	8,200	8,200	0	0.00	0.00	0.00	8,200.00	0.00
<u>SUNDRY</u>								
59800552.10 SECO LOAN PRINCIPLE	20,127	20,127	0	0.00	4,994.17	0.00	15,132.83	24.81
59800552.20 SECO LOAN INTEREST	2,958	2,958	0	0.00	777.20	0.00	2,180.80	26.27
59800553.05 XFER OUT- FD 701 (PAYR	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.101 XFER OUT- HOT	80,158	80,158	0	0.00	13,359.66	0.00	66,798.34	16.67
59800553.136 XFER OUT - FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.14 XFER OUT-FUND 147 -HOM	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.15 XFER OUT- FD 206 FARF	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

001-GENERAL FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
59800553.159 TRANSFER TO FUND 159	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.214 XFER OUT- FD 214 CDBG	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.218 TRANSFER TO FUND 218	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.35 HURRICANE	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.50 SAFETY PROGRAM	10,500	10,500	0	4,232.00	4,232.00	0.00	6,268.00	40.30
59800553.501 XFER OUT- FUND 501	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.503 XFER OUT- FUND 503	176,703	176,703	0	0.00	29,450.50	0.00	147,252.50	16.67
59800553.504 XFER OUT- FUND 504	0	0	0	0.00	0.00	0.00	0.00	0.00
59800553.51 RAILROAD RENTAL	2,600	2,600	0	0.00	0.00	0.00	2,600.00	0.00
59800554.62 CONTRIBUTION-SERVICE C	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
59800554.85 FIXED ASSET RECORDS	750	750	0	0.00	0.00	0.00	750.00	0.00
59800554.90 MISCELLANEOUS	500	500	0	25.00	85.00	0.00	415.00	17.00
59800554.95 CLAIMS & SETTLEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.97 ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
59800554.98 CONTINGENCY	59,500	59,500	0	0.00	0.00	0.00	59,500.00	0.00
TOTAL SUNDRY	356,296	356,296	0	4,257.00	52,898.53	0.00	303,397.47	14.85
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TOTAL NON-DEPARTMENTAL	959,861	959,861	0	21,931.98	188,842.47	0.00	771,018.53	19.67
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TOTAL EXPENDITURES	11,710,466	11,710,466	0	600,817.75	1,969,338.46	777,784.92	8,963,342.62	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,336,813)	(1,336,813)	0	196,591.80	2,204,306.08	(777,784.92)	(2,763,334.16)	106.71-

*** END OF REPORT ***

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

.01-HOTEL OCCUPANCY TAX FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	525,000	525,000	0	0.00	4,229.06	0.00	520,770.94	0.81
OTHER REVENUE	5,000	5,000	0	0.00	1,836.41	0.00	3,163.59	36.73
INTERGOVERNMENTAL REVENUE	<u>80,158</u>	<u>80,158</u>	<u>0</u>	<u>0.00</u>	<u>13,359.66</u>	<u>0.00</u>	<u>66,798.34</u>	<u>16.67</u>
TOTAL REVENUES	610,158	610,158	0	0.00	19,425.13	0.00	590,732.87	3.18
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	<u>613,765</u>	<u>613,765</u>	<u>0</u>	<u>35,185.07</u>	<u>126,104.28</u>	<u>11,620.00</u>	<u>476,040.72</u>	<u>22.44</u>
TOTAL EXPENDITURES	613,765	613,765	0	35,185.07	126,104.28	11,620.00	476,040.72	22.44
REVENUES OVER/(UNDER) EXPENDITURES	(3,607)	(3,607)	0	(35,185.07)	(106,679.15)	(11,620.00)	114,692.15	3,279.71

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

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Section VII. Item #F.

101-HOTEL OCCUPANCY TAX FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>TAXES</u>								
415.01 HOTEL/MOTEL TAX	525,000	525,000	0	0.00	4,229.06	0.00	520,770.94	0.81
TOTAL TAXES	525,000	525,000	0	0.00	4,229.06	0.00	520,770.94	0.81
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	5,000	5,000	0	0.00	1,836.41	0.00	3,163.59	36.73
459.10 DONATIONS- FESTIVALS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90 MISC INCOME- FESTIVALS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	5,000	5,000	0	0.00	1,836.41	0.00	3,163.59	36.73
<u>INTERGOVERNMENTAL REVENUE</u>								
493.00.1 XFER IN - FUND 101	80,158	80,158	0	0.00	13,359.66	0.00	66,798.34	16.67
TOTAL INTERGOVERNMENTAL REVENUE	80,158	80,158	0	0.00	13,359.66	0.00	66,798.34	16.67
TOTAL REVENUES	610,158	610,158	0	0.00	19,425.13	0.00	590,732.87	3.18

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

101-HOTEL OCCUPANCY TAX FUND
HOTEL OCCUPANCY TAX
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
MATERIALS & SUPPLIES								
51000529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.90 PROMOTIONAL ITEMS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
SERVICES								
51000531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000531.04 DUES, SUBSCR, & PUBLIC	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
51000531.06 ADVERTISING	60,000	60,000	0	3,726.24	13,086.24	0.00	46,913.76	21.81
51000531.07 SPECIAL EVENT-FLIP FLO	50,000	50,000	0	0.00	6,235.88	0.00	43,764.12	12.47
51000531.09 SPECIAL EVENT-OTHER	126,500	126,500	0	6,458.83	33,354.66	0.00	93,145.34	26.37
51000531.10 TOURISM & EVENTS MANAG	75,000	75,000	0	25,000.00	25,000.00	0.00	50,000.00	33.33
51000531.11 WARRIORS WEEKEND	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000532.01 AUDIT FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.14 CONTRACTED SERVICES	4,000	4,000	0	0.00	1,800.00	0.00	2,200.00	45.00
TOTAL SERVICES	334,000	334,000	0	35,185.07	79,476.78	0.00	254,523.22	23.80
SUNDRY								
51000551.02 CONTRIB-MAIN STREET PR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000551.09 CHAMBER OF COMMERCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01 XFER OUT- FUND 501 UTY	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.033000 XFER OUT-TCF GRANT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.10 XFER OUT- FD 001- ADMI	279,765	279,765	0	0.00	46,627.50	0.00	233,137.50	16.67
51000553.15 XFER OUT- FUND 201 VET	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.98 CONTINGENCY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	279,765	279,765	0	0.00	46,627.50	0.00	233,137.50	16.67
CAPITAL EXPENDITURES								
51000562.03 CE - BUILDING & IMPROV	0	0	0	0.00	0.00	11,620.00	(11,620.00)	0.00
51000563.05 CE- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	11,620.00	(11,620.00)	0.00
TOTAL HOTEL OCCUPANCY TAX	613,765	613,765	0	35,185.07	126,104.28	11,620.00	476,040.72	22.44
TOTAL EXPENDITURES	613,765	613,765	0	35,185.07	126,104.28	11,620.00	476,040.72	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	(3,607)	(3,607)	0	(35,185.07)	(106,679.15)	(11,620.00)	114,692.15	3,279.71

*** END OF REPORT ***

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

501-PUBLIC UTILITY FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	6,289,288	6,289,288	0	447,600.87	1,326,610.81	0.00	4,962,677.19	21.09
FINES & FORFEITURES	90,000	90,000	0	3,154.86	17,056.48	0.00	72,943.52	18.95
OTHER REVENUE	107,000	107,000	0	3,213.26	27,444.09	0.00	79,555.91	25.65
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	<u>131,463</u>	<u>131,463</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>131,463.00</u>	<u>0.00</u>
TOTAL REVENUES	6,617,751	6,617,751	0	453,968.99	1,371,111.38	0.00	5,246,639.62	20.72
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	113,800	113,800	0	1,352.39	50,740.59	0.00	63,059.41	44.59
BILLING	422,664	422,664	0	18,179.89	63,712.45	55,885.50	303,066.05	28.30
MAINTENANCE	1,466,008	1,466,008	0	129,393.42	215,251.43	77,949.33	1,172,807.24	20.00
WASTEWATER TREATMENT	967,623	967,623	0	61,290.08	148,226.10	209,098.98	610,297.92	36.93
NON-DEPARTMENTAL	<u>4,290,421</u>	<u>4,290,421</u>	<u>0</u>	<u>274,779.21</u>	<u>1,150,397.36</u>	<u>0.00</u>	<u>3,140,023.64</u>	<u>26.81</u>
TOTAL EXPENDITURES	7,260,516	7,260,516	0	484,994.99	1,628,327.93	342,933.81	5,289,254.26	27.15
REVENUES OVER/(UNDER) EXPENDITURES	(642,765)	(642,765)	0	(31,026.00)	(257,216.55)	(342,933.81)	(42,614.64)	93.37

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

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501-PUBLIC UTILITY FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
431.11 WATER-METERED	2,500,000	2,500,000	0	171,603.49	502,512.42	0.00	1,997,487.58	20.10
431.12 WATER-BULK	0	0	0	50.00	869.66	0.00	(869.66)	0.00
431.13 WATER-METERED COUNTY	80,000	80,000	0	6,451.23	18,021.85	0.00	61,978.15	22.53
431.21 SEWER RESIDENTIAL	1,250,000	1,250,000	0	82,744.60	242,898.27	0.00	1,007,101.73	19.43
431.22 SEWER COMMERCIAL	800,000	800,000	0	60,067.38	187,057.21	0.00	612,942.79	23.38
431.23 SEWER COUNTY	43,000	43,000	0	4,230.14	11,611.72	0.00	31,388.28	27.00
431.25 SEWER-LOW PRESSURE (LP	975	975	0	90.00	270.00	0.00	705.00	27.69
431.31 WASTE-GARBAGE COLLECTI	911,373	911,373	0	76,711.00	212,265.80	0.00	699,107.20	23.29
431.32 SPRING CLEANUP	100,000	100,000	0	1,278.55	19,543.12	0.00	80,456.88	19.54
432.05 GBRA FEES	517,440	517,440	0	42,804.48	128,375.76	0.00	389,064.24	24.81
432.11 WATER TAPS	20,000	20,000	0	940.00	940.00	0.00	19,060.00	4.70
432.21 SEWER TAPS	4,000	4,000	0	600.00	600.00	0.00	3,400.00	15.00
432.60 DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61 SERVICE CALL FEES	1,000	1,000	0	0.00	90.00	0.00	910.00	9.00
432.62 SERVICE TRANSFER FEES	1,000	1,000	0	30.00	240.00	0.00	760.00	24.00
432.63 SERVICE RECONNECTION F	60,000	60,000	0	0.00	1,270.00	0.00	58,730.00	2.12
432.64 SERVICE TEMP WATER	500	500	0	0.00	45.00	0.00	455.00	9.00
432.65 SALES TAX-GARBAGE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES	6,289,288	6,289,288	0	447,600.87	1,326,610.81	0.00	4,962,677.19	21.09
<u>FINES & FORFEITURES</u>								
442.01 LATE PAYMENT PENALTIES	90,000	90,000	0	3,154.86	17,056.48	0.00	72,943.52	18.95
TOTAL FINES & FORFEITURES	90,000	90,000	0	3,154.86	17,056.48	0.00	72,943.52	18.95
<u>OTHER REVENUE</u>								
451.01 INTEREST INCOME	25,000	25,000	0	0.00	8,423.33	0.00	16,576.67	33.69
459.03 RETURNED CHECK FEE	1,000	1,000	0	90.00	300.00	0.00	700.00	30.00
459.04 BAD DEBT ACCOUNT COLLE	35,000	35,000	0	3,122.12	13,502.05	0.00	21,497.95	38.58
459.08 CCRWSS-GBRA TRANSMISSI	43,000	43,000	0	0.00	4,217.00	0.00	38,783.00	9.81
459.11 AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	1,000.00	0.00	(1,000.00)	0.00
459.90 MISCELLANEOUS INCOME	1,000	1,000	0	1.14	1.71	0.00	998.29	0.17
459.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	107,000	107,000	0	3,213.26	27,444.09	0.00	79,555.91	25.65
<u>GRANT AND CONTRIBUTION R</u>								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00 GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
493.01 XFER IN- VARIOUS FUNDS	131,463	131,463	0	0.00	0.00	0.00	131,463.00	0.00
493.02 XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	131,463	131,463	0	0.00	0.00	0.00	131,463.00	0.00
TOTAL REVENUES	6,617,751	6,617,751	0	453,968.99	1,371,111.38	0.00	5,246,639.62	20.72

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

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Section VII. Item #F.

501-PUBLIC UTILITY FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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<u>SERVICES</u>								
50070536.5132 CABLE & INTERNET	3,200	3,200	0	118.92	356.76	0.00	2,843.24	11.15
50070536.5133 CABLE & INTERNET	2,500	2,500	0	432.92	782.06	0.00	1,717.94	31.28
50070536.5134 CABLE & INTERNET	<u>2,000</u>	<u>2,000</u>	<u>0</u>	<u>389.72</u>	<u>550.61</u>	<u>0.00</u>	<u>1,449.39</u>	<u>27.53</u>
TOTAL SERVICES	7,700	7,700	0	941.56	1,689.43	0.00	6,010.57	21.94
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<u>MAINTENANCE</u>								
50070542.5132 CONTRACTED SERVICE- UT	73,500	73,500	0	210.00	24,144.50	0.00	49,355.50	32.85
50070542.5133 CONTRACTED SERVICES- U	6,000	6,000	0	0.00	8,547.00	0.00	2,547.00	142.45
50070542.5134 CONTRACTED SERVICES- W	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
50070542.9800 CONTRACTED SERVICE- AL	<u>20,600</u>	<u>20,600</u>	<u>0</u>	<u>200.83</u>	<u>16,359.66</u>	<u>0.00</u>	<u>4,240.34</u>	<u>79.42</u>
TOTAL MAINTENANCE	106,100	106,100	0	410.83	49,051.16	0.00	57,048.84	46.23
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TOTAL TECHNOLOGY SERVICES	<u>113,800</u>	<u>113,800</u>	<u>0</u>	<u>1,352.39</u>	<u>50,740.59</u>	<u>0.00</u>	<u>63,059.41</u>	<u>44.59</u>

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

01-PUBLIC UTILITY FUND
BILLING
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
5132511.01 SALARIES & WAGES	199,227	199,227	0	14,676.43	39,228.51	0.00	159,998.49	19.69
5132511.07 SALARIES & WAGES-OVERT	5,000	5,000	0	330.72	893.98	0.00	4,106.02	17.88
5132512.05 EMPLOYER-SOCIAL SECURI	15,241	15,241	0	1,058.88	3,154.76	0.00	12,086.24	20.70
5132512.10 EMPLOYER-T.M.R.S.	11,784	11,784	0	0.00	1,816.42	0.00	9,967.58	15.41
5132512.20 GROUP H/D INS PREMIUMS	72,669	72,669	0	0.00	10,749.85	0.00	61,919.15	14.79
5132512.30 WORKER'S COMPENSATION	1,517	1,517	0	0.00	1,061.95	0.00	455.05	70.00
TOTAL PERSONNEL SERVICES	305,438	305,438	0	16,066.03	56,905.47	0.00	248,532.53	18.63
MATERIALS & SUPPLIES								
5132521.01 OFFICE	4,500	4,500	0	609.51	748.05	0.00	3,751.95	16.62
5132521.03 POSTAGE	250	250	0	0.00	25.08	0.00	224.92	10.03
5132524.01 UNIFORMS	700	700	0	736.59	818.63	0.00	118.63	116.95
5132525.01 FUEL	3,000	3,000	0	210.13	424.13	0.00	2,575.87	14.14
5132526.01 GENERAL SAFETY & TOOLS	500	500	0	35.99	92.40	0.00	407.60	18.48
5132528.03 NON-CAPITALIZED ASSETS	500	500	0	0.00	0.00	0.00	500.00	0.00
5132529.01 CERTIFICATES, AWARDS,	0	0	0	0.00	0.00	0.00	0.00	0.00
5132529.11 LIGHTING & DECORATION	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	9,450	9,450	0	1,592.22	2,108.29	0.00	7,341.71	22.31
SERVICES								
5132531.01 TRAVEL & TRAINING	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
5132531.07 PUBLIC & EMPLOYEE RELA	0	0	0	0.00	0.00	0.00	0.00	0.00
5132533.14 CONTRACTED SERVICES	49,200	49,200	0	487.35	4,145.23	0.00	45,054.77	8.43
5132536.02 TELEPHONE	3,000	3,000	0	22.79	317.96	0.00	2,682.04	10.60
5132536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	54,200	54,200	0	510.14	4,463.19	0.00	49,736.81	8.23
MAINTENANCE								
5132543.04 R & M- IMPROVEMENT OTB	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
5132544.50 R & M- FURNITURE & EQU	500	500	0	0.00	0.00	0.00	500.00	0.00
5132544.51 MAINTENANCE CONTRACTS	1,600	1,600	0	0.00	0.00	0.00	1,600.00	0.00
5132544.55 R & M- VEHICLES & TRAI	2,000	2,000	0	11.50	11.50	0.00	1,988.50	0.58
5132544.60 R & M- RADIOS & INSTRU	400	400	0	0.00	224.00	0.00	176.00	56.00
5132544.6020 METER MAINTENANCE	35,000	35,000	0	0.00	0.00	55,885.50	20,885.50	159.67
TOTAL MAINTENANCE	40,500	40,500	0	11.50	235.50	55,885.50	15,621.00	138.57
SUNDRY								
5132551.11 VEHICLE LEASES	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00
5132554.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	13,076	13,076	0	0.00	0.00	0.00	13,076.00	0.00
CAPITAL EXPENDITURES								
5132563.05 CE-INFRA - MASS METER	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL BILLING	422,664	422,664	0	18,179.89	63,712.45	55,885.50	303,066.05	28.30

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

01-PUBLIC UTILITY FUND
MAINTENANCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
5133511.01 SALARIES & WAGES	419,542	419,542	0	19,926.58	56,549.16	0.00	362,992.84	13.48
5133511.06 SALARY & WAGES- TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
5133511.07 SALARIES & WAGES-OVERT	50,000	50,000	0	3,056.42	10,579.52	0.00	39,420.48	21.16
5133512.05 EMPLOYER-SOCIAL SECURI	32,095	32,095	0	1,679.85	5,423.01	0.00	26,671.99	16.90
5133512.10 EMPLOYER-T.M.R.S.	24,816	24,816	0	0.00	3,119.70	0.00	21,696.30	12.57
5133512.20 GROUP H/D INS PREMIUMS	46,952	46,952	0	0.00	8,141.58	0.00	38,810.42	17.34
5133512.30 WORKER'S COMPENSATION	12,838	12,838	0	0.00	8,986.99	0.00	3,851.01	70.00
TOTAL PERSONNEL SERVICES	586,243	586,243	0	24,662.85	92,799.96	0.00	493,443.04	15.83
MATERIALS & SUPPLIES								
5133521.01 OFFICE	1,500	1,500	0	0.00	279.66	0.00	1,220.34	18.64
5133521.03 POSTAGE	200	200	0	0.00	9.65	0.00	190.35	4.83
5133522.04 CHEMICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
5133523.03 CLEANING & JANITORIAL	500	500	0	60.22	120.44	0.00	379.56	24.09
5133524.01 UNIFORMS	5,500	5,500	0	388.34	632.90	0.00	4,867.10	11.51
5133525.01 FUEL	25,000	25,000	0	4,298.39	5,794.12	0.00	19,205.88	23.18
5133526.01 GENERAL SAFETY & TOOLS	5,000	5,000	0	358.46	436.74	0.00	4,563.26	8.73
5133528.03 NON- CAPITALIZED ASSET	9,000	9,000	0	0.00	4,537.30	0.00	4,462.70	50.41
TOTAL MATERIALS & SUPPLIES	46,700	46,700	0	5,105.41	11,810.81	0.00	34,889.19	25.29
SERVICES								
5133531.01 TRAVEL & TRAINING	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
5133531.03 LICENSES & CERTIFICATE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
5133531.04 DUES, SUBSCR., & PUBLI	750	750	0	0.00	0.00	0.00	750.00	0.00
5133533.06 INSPECTION SERVICES	20,000	20,000	0	15,018.50	15,018.50	0.00	4,981.50	75.09
5133533.14 CONTRACTED SERVICES	215,000	215,000	0	24.01	47.25	2,857.73	212,095.02	1.35
5133533.20 TESTING SERVICES	30,000	30,000	0	2,868.54	6,459.98	0.00	23,540.02	21.53
5133534.90 LEASES & RENTALS	4,500	4,500	0	667.00	866.00	0.00	3,634.00	19.24
5133536.02 TELEPHONE	4,500	4,500	0	0.00	980.93	0.00	3,519.07	21.80
5133536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	279,250	279,250	0	18,578.05	23,372.66	2,857.73	253,019.61	9.39
MAINTENANCE								
5133542.03 R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00	0.00
5133543.05 R & M- INFRASTRUCTURE	60,000	60,000	0	0.00	0.00	0.00	60,000.00	0.00
5133543.1010 R & M- INF- WATER MAIN	160,000	160,000	0	17,977.60	19,073.25	7,234.46	133,692.29	16.44
5133543.1020 R & M- INF- SEWER MAIN	80,000	80,000	0	927.80	952.37	816.76	78,230.87	2.21
5133544.50 R & M- FURNITURE & EQU	0	0	0	0.00	0.00	0.00	0.00	0.00
5133544.55 R & M- VEHICLES & TRAI	8,000	8,000	0	4,968.83	8,922.46	3,154.91	4,077.37	150.97
5133544.60 R & M- RADIOS & INSTRU	0	0	0	0.00	0.00	0.00	0.00	0.00
5133544.6020 R & M- METER MAINTENAN	5,000	5,000	0	0.00	0.00	841.47	4,158.53	16.83
5133544.65 R & M- MACHINERY & EQU	25,000	25,000	0	612.73	675.47	923.50	23,401.03	6.40
5133544.67 R & M PRIVATE I&I PROG	50,000	50,000	0	0.00	0.00	0.00	50,000.00	0.00
5133544.70 I & I IMPROVEMENTS	75,000	75,000	0	56,018.00	56,018.00	4,912.50	14,069.50	81.24
TOTAL MAINTENANCE	463,000	463,000	0	80,504.96	85,641.55	17,883.60	359,474.85	22.36

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

501-PUBLIC UTILITY FUND
MAINTENANCE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
55133551.11 VEHICLE LEASES	20,815	20,815	0	542.15	1,626.45	0.00	19,188.55	7.81
55133552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55133552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55133553.10 XFER OUT- FD 217	0	0	0	0.00	0.00	0.00	0.00	0.00
55133553.18 XFER OUT- FUND 165	0	0	0	0.00	0.00	0.00	0.00	0.00
55133553.20 XFER OUT- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	20,815	20,815	0	542.15	1,626.45	0.00	19,188.55	7.81
<u>CAPITAL EXPENDITURES</u>								
55133563.05 CE- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
55133564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
55133564.65 CE- MACHINERY & EQUIPM	70,000	70,000	0	0.00	0.00	57,208.00	12,792.00	81.73
TOTAL CAPITAL EXPENDITURES	70,000	70,000	0	0.00	0.00	57,208.00	12,792.00	81.73
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TOTAL MAINTENANCE	1,466,008	1,466,008	0	129,393.42	215,251.43	77,949.33	1,172,807.24	20.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

01-PUBLIC UTILITY FUND
WASTEWATER TREATMENT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
5134511.01 SALARIES & WAGES	171,595	171,595	0	8,935.77	22,401.86	0.00	149,193.14	13.06
5134511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
5134511.07 SALARIES & WAGES-OVERT	8,000	8,000	0	1,016.10	3,585.46	0.00	4,414.54	44.82
5134512.05 EMPLOYER-SOCIAL SECURI	13,127	13,127	0	745.73	2,085.10	0.00	11,041.90	15.88
5134512.10 EMPLOYER-T.M.R.S.	10,150	10,150	0	0.00	1,089.75	0.00	9,060.25	10.74
5134512.20 GROUP H/D INS PREMIUMS	65,830	65,830	0	0.00	937.08	0.00	64,892.92	1.42
5134512.30 WORKER'S COMPENSATION	5,251	5,251	0	0.00	3,675.86	0.00	1,575.14	70.00
TOTAL PERSONNEL SERVICES	273,953	273,953	0	10,697.60	33,775.11	0.00	240,177.89	12.33
MATERIALS & SUPPLIES								
5134521.01 OFFICE	500	500	0	0.00	0.00	0.00	500.00	0.00
5134522.03 LABORATORY	20,000	20,000	0	1,696.57	2,804.41	11,351.96	5,843.63	70.78
5134522.04 CHEMICAL	8,000	8,000	0	0.00	0.00	0.00	8,000.00	0.00
5134523.03 CLEANING & JANITORIAL	300	300	0	0.00	0.00	0.00	300.00	0.00
5134524.01 UNIFORMS	1,900	1,900	0	63.72	131.63	0.00	1,768.37	6.93
5134525.01 FUEL	7,500	7,500	0	376.47	755.18	0.00	6,744.82	10.07
5134526.01 GENERAL SAFETY & TOOLS	2,000	2,000	0	433.20	839.16	0.00	1,160.84	41.96
5134528.03 NON-CAPITALIZED ASSETS	2,250	2,250	0	0.00	0.00	0.00	2,250.00	0.00
5134529.10 AGGREGATE MATERIALS	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
TOTAL MATERIALS & SUPPLIES	47,450	47,450	0	2,569.96	4,530.38	11,351.96	31,567.66	33.47
SERVICES								
5134531.01 TRAVEL & TRAINING	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
5134531.03 LICENSES & CERTIFICATE	750	750	0	0.00	0.00	0.00	750.00	0.00
5134531.90 DISPOSAL SERVICES-SLUD	50,000	50,000	0	15.00	15.00	0.00	49,985.00	0.03
5134533.06 INSPECTION SERVICES	30,000	30,000	0	0.00	18,247.60	0.00	11,752.40	60.83
5134533.14 CONTRACTED SERVICES	15,000	15,000	0	1,711.77	3,344.45	1,908.52	9,747.03	35.02
5134533.20 TESTING SERVICES	35,000	35,000	0	3,933.67	3,933.67	45,000.00	13,933.67	139.81
5134534.90 LEASES & RENTALS	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
5134536.01 ELECTRICITY	150,044	150,044	0	12,019.93	23,843.30	0.00	126,200.70	15.89
5134536.02 TELEPHONE	800	800	0	10.40	111.64	0.00	688.36	13.96
5134536.03 WATER	31,000	31,000	0	3,603.41	5,750.06	0.00	25,249.94	18.55
5134536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	322,094	322,094	0	21,294.18	55,245.72	46,908.52	219,939.76	31.72
MAINTENANCE								
5134542.03 R & M- BUILDING	10,000	10,000	0	92.13	92.13	0.00	9,907.87	0.92
5134543.05 R & M- INFRASTRUCTURE	0	0	0	0.00	0.00	0.00	0.00	0.00
5134543.10 R & M- LIFT STATIONS	100,000	100,000	0	15,821.25	41,345.27	37,350.00	21,304.73	78.70
5134543.17 R & M- WWTP	100,000	100,000	0	8,694.08	10,237.61	0.00	89,762.39	10.24
5134543.20 R & M- SEWER-LOW PRESS	15,000	15,000	0	0.00	0.00	39,359.40	24,359.40	262.40
5134544.55 R & M- VEHICLES & TRAI	4,000	4,000	0	37.42	61.42	0.00	3,938.58	1.54
5134544.65 R & M- MACHINERY & EQU	8,000	8,000	0	1,750.00	1,750.00	0.00	6,250.00	21.88
5134544.70 I & I IMPROVEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	237,000	237,000	0	26,394.88	53,486.43	76,709.40	106,804.17	54.93

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

501-PUBLIC UTILITY FUND
WASTEWATER TREATMENT
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>SUNDRY</u>								
55134551.11 VEHICLE LEASES	25,663	25,663	0	0.00	0.00	0.00	25,663.00	0.00
55134552.10 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55134552.20 DEBT SERV- CAPITAL LEA	0	0	0	0.00	0.00	0.00	0.00	0.00
55134553.10 XFER OUT- FD 217	0	0	0	0.00	0.00	0.00	0.00	0.00
55134553.165 XFER OUT- FUND 165 HAZ	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	25,663	25,663	0	0.00	0.00	0.00	25,663.00	0.00
<u>CAPITAL EXPENDITURES</u>								
55134563.05 CE- INFRASTRUCTURE	0	0	0	333.46	1,188.46	11,666.54 (	12,855.00)	0.00
55134564.55 CE- VEHICLES & TRAILER	0	0	0	0.00	0.00	0.00	0.00	0.00
55134564.65 CE- MACHINERY & EQUIPM	61,463	61,463	0	0.00	0.00	62,462.56 (	999.56)	101.63
TOTAL CAPITAL EXPENDITURES	61,463	61,463	0	333.46	1,188.46	74,129.10 (13,854.56)	122.54
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TOTAL WASTEWATER TREATMENT	967,623	967,623	0	61,290.08	148,226.10	209,098.98	610,297.92	36.93
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

01-PUBLIC UTILITY FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
9800511.01 SALARIES & WAGES	0	0	0	0.00	0.00	0.00	0.00	0.00
9800512.03 GROUP H/D INS CLAIMS	100	100	0	0.00	0.00	0.00	100.00	0.00
9800512.05 EMPLOYER- SOCIAL SECUR	325	325	0	295.00	295.00	0.00	30.00	90.77
9800512.10 EMPLOYER- TMRS	300	300	0	0.00	0.00	0.00	300.00	0.00
9800512.31 UNEMPLOYMENT INSURANCE	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
9800512.40 SAFETY PAY	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
TOTAL PERSONNEL SERVICES	10,725	10,725	0	295.00	295.00	0.00	10,430.00	2.75
MATERIALS & SUPPLIES								
9800524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SUPPLIES	0	0	0	0.00	0.00	0.00	0.00	0.00
SERVICES								
9800531.01 TRAVEL & TRAINING	0	0	0	0.00	0.00	0.00	0.00	0.00
9800531.04 DUES, SUBSCR & PUBLICA	0	0	0	0.00	0.00	0.00	0.00	0.00
9800531.05 ADVERTISING & LEGAL NO	500	500	0	41.65	124.95	0.00	375.05	24.99
9800531.07 PUBLIC & EMPLOYEE RELA	500	500	0	0.00	0.00	0.00	500.00	0.00
9800531.13 SHIPPING & FREIGHT	200	200	0	0.00	15.00	0.00	185.00	7.50
9800532.01 AUDIT FEES	16,000	16,000	0	0.00	0.00	0.00	16,000.00	0.00
9800532.03 GBRA FEE	0	0	0	0.00	0.00	0.00	0.00	0.00
9800532.06 HEALTH & FITNESS	3,000	3,000	0	87.60	122.20	0.00	2,877.80	4.07
9800532.07 LEGAL - REGULAR	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
9800532.08 LEGAL- SPECIAL	35,000	35,000	0	18,000.00	12,000.00	0.00	23,000.00	34.29
9800533.01 WATER PURCHASES- GBRA	1,489,727	1,489,727	0	129,590.42	238,797.64	0.00	1,250,929.36	16.03
9800533.02 RAW WATER- GBRA	517,440	517,440	0	43,120.00	86,240.00	0.00	431,200.00	16.67
9800533.04 SERVICE GARBAGE COLLEC	911,373	911,373	0	76,165.09	151,790.68	0.00	759,582.32	16.66
9800533.14 CONTRACTED SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
9800535.01 GENERAL LIABILITY INSU	29,652	29,652	0	0.00	31,591.99	0.00	1,939.99	106.54
9800535.10 WINDSTORM INS	74,335	74,335	0	0.00	0.00	0.00	74,335.00	0.00
TOTAL SERVICES	3,079,227	3,079,227	0	267,004.76	520,682.46	0.00	2,558,544.54	16.91
MAINTENANCE								
9800542.55 TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
9800544.51 MAINTENANCE CONTRACTS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
MUNDRY								
9800552.02 DEBT SERVICE-INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
9800552.03 BOND ISSUANCE COSTS	0	0	0	0.00	0.00	0.00	0.00	0.00
9800552.05 AMORTIZATION OF BOND D	0	0	0	0.00	0.00	0.00	0.00	0.00
9800552.20 PRI & INT. EXPENSE (	103,275)	(103,275)	0	0.00	0.00	0.00	(103,275.00)	0.00
9800552.21 CAPITAL CONTRACT P&I	512,495	512,495	0	0.00	512,495.13	0.00	(0.13)	100.00
9800553.01 XFER OUT- FD 001 GF AD	562,974	562,974	0	0.00	93,829.00	0.00	469,145.00	16.67
9800553.02 XFER OUT - FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
9800553.03 XFER OUT- FD 316- '07	0	0	0	0.00	0.00	0.00	0.00	0.00
9800553.05 XFER OUT- FD 317- '11	0	0	0	0.00	0.00	0.00	0.00	0.00
9800553.07 XFER OUT- FD 319	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

01-PUBLIC UTILITY FUND
NON-DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
9800553.09	XFER OUT- FD 321- '16	103,275	103,275	0	0.00	0.00	0.00	103,275.00	0.00
9800553.12	XFER OUT- FUND 001 SPR	0	0	0	0.00	0.00	0.00	0.00	0.00
9800553.13	XFER OUT- TCDP WATERLI	0	0	0	0.00	0.00	0.00	0.00	0.00
9800553.14	XFER OUT-FUND 001 SERV	0	0	0	0.00	0.00	0.00	0.00	0.00
9800553.17	XFER OUT- FD 160 COURT	0	0	0	0.00	0.00	0.00	0.00	0.00
9800554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
9800554.82	AMORTIZATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
9800554.83	LOSS ON DISPOSITION OF	0	0	0	0.00	0.00	0.00	0.00	0.00
9800554.84	BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
9800554.85	FIXED ASSET RECORDS	0	0	0	0.00	0.00	0.00	0.00	0.00
9800554.90	MISCELLANEOUS	2,000	2,000	0	25.00	85.00	0.00	1,915.00	4.25
9800554.91	CREDIT CARD FEES	83,000	83,000	0	7,454.45	23,010.77	0.00	59,989.23	27.72
9800554.98	CONTINGENCY	40,000	40,000	0	0.00	0.00	0.00	40,000.00	0.00
TOTAL SUNDRY		1,200,469	1,200,469	0	7,479.45	629,419.90	0.00	571,049.10	52.43
TOTAL NON-DEPARTMENTAL		4,290,421	4,290,421	0	274,779.21	1,150,397.36	0.00	3,140,023.64	26.81
TOTAL EXPENDITURES		7,260,516	7,260,516	0	484,994.99	1,628,327.93	342,933.81	5,289,254.26	0.00
REVENUES OVER/(UNDER) EXPENDITURES		(642,765)	(642,765)	0	(31,026.00)	(257,216.55)	(342,933.81)	(42,614.64)	93.37

*** END OF REPORT ***

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

503-BEACH OPERATING FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	182,500	182,500	0	0.00	10,678.95	0.00	171,821.05	5.85
OTHER REVENUE	4,500	4,500	0	305.75	4,401.67	0.00	98.33	97.81
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	<u>176,703</u>	<u>176,703</u>	<u>0</u>	<u>0.00</u>	<u>29,450.50</u>	<u>0.00</u>	<u>147,252.50</u>	<u>16.67</u>
TOTAL REVENUES	363,703	363,703	0	305.75	44,531.12	0.00	319,171.88	12.24
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	<u>189,142</u>	<u>189,142</u>	<u>0</u>	<u>7,922.56</u>	<u>28,579.76</u>	<u>2,524.50</u>	<u>158,037.74</u>	<u>16.44</u>
TOTAL EXPENDITURES	189,142	189,142	0	7,922.56	28,579.76	2,524.50	158,037.74	16.44
REVENUES OVER/(UNDER) EXPENDITURES	174,561	174,561	0 (	7,616.81)	15,951.36 (	2,524.50)	161,134.14	7.69

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

503-BEACH OPERATING FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>								
133.01 BEACH FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
133.10 R V RENTALS	180,000	180,000	0	0.00	10,678.95	0.00	169,321.05	5.93
133.30 PAVILLION RENTALS	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
TOTAL USER & SERVICE CHARGES	182,500	182,500	0	0.00	10,678.95	0.00	171,821.05	5.85
<u>OTHER REVENUE</u>								
151.01 INTEREST INCOME	2,000	2,000	0	0.00	3,893.42	0.00	1,893.42	194.67
159.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.71 WASHER-DRYER INCOME	2,500	2,500	0	305.75	508.25	0.00	1,991.75	20.33
159.90 MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.92 EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	4,500	4,500	0	305.75	4,401.67	0.00	98.33	97.81
<u>GRANT AND CONTRIBUTION R</u>								
181.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>								
193.00.1 XFER IN - FUND 001	176,703	176,703	0	0.00	29,450.50	0.00	147,252.50	16.67
TOTAL INTERGOVERNMENTAL REVENUE	176,703	176,703	0	0.00	29,450.50	0.00	147,252.50	16.67
TOTAL REVENUES	363,703	363,703	0	305.75	44,531.12	0.00	319,171.88	12.24

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

503-BEACH OPERATING FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
50070536.503 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
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TOTAL TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

503-BEACH OPERATING FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
PERSONNEL SERVICES								
51000511.01 SALARIES & WAGES	34,577	34,577	0	2,709.06	7,143.86	0.00	27,433.14	20.66
51000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07 SALARIES & WAGES-OVERT	0	0	0	448.74	805.86	0.00	805.86	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	2,645	2,645	0	216.62	595.02	0.00	2,049.98	22.50
51000512.10 EMPLOYER-T.M.R.S.	2,045	2,045	0	0.00	342.11	0.00	1,702.89	16.73
51000512.20 GROUP H/D INS PREMIUMS	19,664	19,664	0	0.00	3,280.74	0.00	16,383.26	16.68
51000512.30 WORKER'S COMPENSATION	846	846	0	0.00	592.23	0.00	253.77	70.00
TOTAL PERSONNEL SERVICES	59,777	59,777	0	3,374.42	12,759.82	0.00	47,017.18	21.35
MATERIALS & SUPPLIES								
51000521.01 OFFICE	1,000	1,000	0	49.95	49.95	0.00	950.05	5.00
51000523.01 FOOD	0	0	0	0.00	0.00	0.00	0.00	0.00
51000523.03 CLEANING & JANITORIAL	300	300	0	29.96	97.93	0.00	202.07	32.64
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000526.01 GENERAL SAFETY & TOOLS	250	250	0	0.00	48.98	0.00	201.02	19.59
51000528.03 NON-CAPITALIZED ASSETS	250	250	0	0.00	0.00	0.00	250.00	0.00
TOTAL MATERIALS & SUPPLIES	1,800	1,800	0	79.91	196.86	0.00	1,603.14	10.94
SERVICES								
51000532.01 AUDIT FEES	950	950	0	0.00	0.00	0.00	950.00	0.00
51000532.06 HEALTH & FITNESS	0	0	0	37.00	74.00	0.00	74.00	0.00
51000532.07 LEGAL - REGULAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000533.14 CONTRACTED SERVICES	1,500	1,500	0	0.00	0.00	0.00	1,500.00	0.00
51000534.90 LEASES & RENTALS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000535.01 GENERAL LIABILITY INSU	4,511	4,511	0	0.00	4,425.27	0.00	85.73	98.10
51000535.10 WINDSTORM INS	12,390	12,390	0	0.00	0.00	0.00	12,390.00	0.00
51000536.01 ELECTRICITY	35,000	35,000	0	941.53	2,087.24	0.00	32,912.76	5.96
51000536.02 TELEPHONE	450	450	0	0.00	90.59	0.00	359.41	20.13
51000536.03 WATER	30,000	30,000	0	863.62	2,444.29	0.00	27,555.71	8.15
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
51000536.503 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	84,801	84,801	0	1,842.15	9,121.39	0.00	75,679.61	10.76
MAINTENANCE								
51000541.02 LANDSCAPING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.03 R & M- BUILDING	2,000	2,000	0	96.00	8.19	0.00	2,008.19	0.41
51000543.04 R & M- IMPROVEMENT OTB	10,000	10,000	0	1,383.23	1,470.96	0.00	8,529.04	14.71
51000544.50 R & M- FURNITURE & EQU	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
51000544.65 R & M- MACHINERY & EQU	1,000	1,000	0	0.00	11.48	0.00	988.52	1.15
TOTAL MAINTENANCE	14,000	14,000	0	1,287.23	1,474.25	0.00	12,525.75	10.53
SUNDRY								
51000553.01 XFER OUT- FD 001- ADM	2,764	2,764	0	0.00	460.66	0.00	2,303.34	16.67
51000553.04 XFER OUT- FD 218 PIER	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.17 XFER OUT- FD 162 DREDG	15,000	15,000	0	0.00	2,500.00	0.00	12,500.00	16.67
51000554.01 CASH OVER/SHORT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81 DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

03-BEACH OPERATING FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
1000554.83 LOSS ON DISPOSAL OF AS	0	0	0	0.00	0.00	0.00	0.00	0.00
1000554.90 MISCELLANEOUS	0	0	0	30.00	90.00	0.00 (	90.00)	0.00
1000554.91 CREDIT CARD FEES	6,000	6,000	0	271.86	939.79	0.00	5,060.21	15.66
1000554.95 RV BOOKING FEES	5,000	5,000	0	547.00	547.00	0.00	4,453.00	10.94
TOTAL SUNDRY	28,764	28,764	0	848.86	4,537.45	0.00	24,226.55	15.77
CAPITAL EXPENDITURES								
1000561.02 LAND & IMPROVEMENTS OT	0	0	0	0.00	0.00	0.00	0.00	0.00
1000562.03 CE- BUILDING & IMPROVE	0	0	0	0.00	0.00	0.00	0.00	0.00
1000563.05 CE- INFRASTRUCTURE	0	0	0	489.99	489.99	2,524.50 (	3,014.49)	0.00
TOTAL CAPITAL EXPENDITURES	0	0	0	489.99	489.99	2,524.50 (	3,014.49)	0.00
TOTAL OPERATIONS								
	189,142	189,142	0	7,922.56	28,579.76	2,524.50	158,037.74	16.44
TOTAL EXPENDITURES								
	189,142	189,142	0	7,922.56	28,579.76	2,524.50	158,037.74	0.00
REVENUES OVER/(UNDER) EXPENDITURES	174,561	174,561	0 (	7,616.81)	15,951.36 (	2,524.50)	161,134.14	7.69
** END OF REPORT **								

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

04-PORT & HARBORS FUND
FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	705,843	705,843	0	48,199.26	151,623.24	0.00	554,219.76	21.48
FINES & FORFEITURES	12,000	12,000	0	(25.00)	4,559.21	0.00	7,440.79	37.99
OTHER REVENUE	6,666	6,666	0	2,322.90	6,002.93	0.00	663.07	90.05
GRANT AND CONTRIBUTION R	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
INTERGOVERNMENTAL REVENUE	<u>13,992</u>	<u>13,992</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,992.00</u>	<u>0.00</u>
TOTAL REVENUES	1,738,501	1,738,501	0	50,497.16	162,185.38	0.00	1,576,315.62	9.33
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,500	1,500	0	118.44	236.88	0.00	1,263.12	15.79
CITY HARBOR	17,000	17,000	0	0.00	0.00	0.00	17,000.00	0.00
HARBOR OF REFUGE	125,000	125,000	0	6,898.49	25,421.49	13,974.46	85,604.05	31.52
SMITH HARBOR	51,000	51,000	0	0.00	0.00	3,386.09	47,613.91	6.64
NAUTICAL LANDINGS MARINA	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
OPERATIONS	1,856,044	1,856,044	0	13,304.30	50,920.60	5,048.34	1,800,075.06	3.02
NON DEPARTMENTAL	<u>0</u>	<u>0</u>	<u>0</u>	<u>36.98</u>	<u>36.98</u>	<u>0.00</u>	<u>(36.98)</u>	<u>0.00</u>
TOTAL EXPENDITURES	2,065,544	2,065,544	0	20,358.21	76,615.95	22,408.89	1,966,519.16	4.79
REVENUES OVER/(UNDER) EXPENDITURES	(327,043)	(327,043)	0	30,138.95	85,569.43	(22,408.89)	(390,203.54)	19.31-

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

504-PORT & HARBORS FUND
REVENUES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>USER & SERVICE CHARGES</u>									
136.01	CITY HARBOR-DOCK LEASE	115,000	115,000	0	14,920.99	29,005.74	0.00	85,994.26	25.22
136.09	HOR - DAILY DOCK RENTA	5,000	5,000	0	600.00	1,600.00	0.00	3,400.00	32.00
136.10	HOR - RENTAL	18,043	18,043	0	1,432.02	4,296.06	0.00	13,746.94	23.81
136.11	HOR - DOCK LEASES	280,000	280,000	0	8,059.15	57,101.09	0.00	222,898.91	20.39
136.12	TARIFFS	110,000	110,000	0	7,662.98	13,261.13	0.00	96,738.87	12.06
136.20	N L DOCK RENT- TRANSIE	500	500	0	0.00	80.00	0.00	420.00	16.00
136.21	N L-DOCK LEASE	80,000	80,000	0	7,032.50	21,227.70	0.00	58,772.30	26.53
136.22	N L -BLDG LEASE	73,600	73,600	0	6,676.62	19,821.52	0.00	53,778.48	26.93
136.23	N L - BLDG RENTAL	4,500	4,500	0	150.00	300.00	0.00	4,200.00	6.67
136.24	SMITH HARBOR RENT	19,200	19,200	0	1,665.00	4,930.00	0.00	14,270.00	25.68
TOTAL USER & SERVICE CHARGES		705,843	705,843	0	48,199.26	151,623.24	0.00	554,219.76	21.48
<u>FINES & FORFEITURES</u>									
142.01	LATE PAYMENT PENALTIES	12,000	12,000	0 (	25.00)	4,559.21	0.00	7,440.79	37.99
TOTAL FINES & FORFEITURES		12,000	12,000	0 (	25.00)	4,559.21	0.00	7,440.79	37.99
<u>OTHER REVENUE</u>									
151.01	INTEREST INCOME	6,066	6,066	0	0.00	3,680.03	0.00	2,385.97	60.67
155.01	OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
159.10	2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.11	AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.12	TML REIMBURSEMENTS	0	0	0	2,095.65	2,095.65	0.00 (	2,095.65)	0.00
159.71	WASHER-DRYER INCOME	600	600	0	227.25	227.25	0.00	372.75	37.88
159.90	MISCELLANEOUS	0	0	0	0.00	0.00	0.00	0.00	0.00
159.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE		6,666	6,666	0	2,322.90	6,002.93	0.00	663.07	90.05
<u>GRANT AND CONTRIBUTION R</u>									
181.00	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
181.01	GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
182.01	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
182.02	GRANT REVENUE	1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
TOTAL GRANT AND CONTRIBUTION R		1,000,000	1,000,000	0	0.00	0.00	0.00	1,000,000.00	0.00
<u>INTERGOVERNMENTAL REVENUE</u>									
193.00.1	XFER IN- FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
193.88	XFER IN- 206 FARF FUND	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE		13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
<u>TOTAL REVENUES</u>									
		1,738,501	1,738,501	0	50,497.16	162,185.38	0.00	1,576,315.62	9.33

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

504-PORT & HARBORS FUND
TECHNOLOGY SERVICES
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
50070536.504 CABLE & INTERNET	1,500	1,500	0	118.44	236.88	0.00	1,263.12	15.79
TOTAL SERVICES	1,500	1,500	0	118.44	236.88	0.00	1,263.12	15.79
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TOTAL TECHNOLOGY SERVICES	1,500	1,500	0	118.44	236.88	0.00	1,263.12	15.79
	=====	=====	=====	=====	=====	=====	=====	=====

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

504-PORT & HARBORS FUND
CITY HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
<u>SERVICES</u>								
50800533.20 CONTRACTED SERV-CITY H	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
TOTAL SERVICES	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
<u>MAINTENANCE</u>								
50800542.21 R & M- INFRAS- CITY HA	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.22 R & M- BLDG.- CITY HAR	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
50800543.24 R & M- IMPROV OTB- CIT	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
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TOTAL CITY HARBOR	17,000	17,000	0	0.00	0.00	0.00	17,000.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

504-PORT & HARBORS FUND
HARBOR OF REFUGE
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
50820533.20 CONTRACTED SERV- HOR	25,000	25,000	0	6,009.25	24,532.25	13,974.46	(13,506.71)	154.03
TOTAL SERVICES	25,000	25,000	0	6,009.25	24,532.25	13,974.46	(13,506.71)	154.03
<hr/>								
MAINTENANCE								
50820542.21 R & M- INFRASTRUCTURE	100,000	100,000	0	889.24	889.24	0.00	99,110.76	0.89
TOTAL MAINTENANCE	100,000	100,000	0	889.24	889.24	0.00	99,110.76	0.89
<hr/>								
TOTAL HARBOR OF REFUGE	125,000	125,000	0	6,898.49	25,421.49	13,974.46	85,604.05	31.52
	=====	=====	=====	=====	=====	=====	=====	=====

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

504-PORT & HARBORS FUND
SMITH HARBOR
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
50840533.20 CONTRACTED SERV- SMITH	50,000	50,000	0	0.00	0.00	3,386.09	46,613.91	6.77
TOTAL SERVICES	50,000	50,000	0	0.00	0.00	3,386.09	46,613.91	6.77
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MAINTENANCE								
50840542.21 R & M- INFRAS- SMITH H	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
TOTAL MAINTENANCE	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
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TOTAL SMITH HARBOR	51,000	51,000	0	0.00	0.00	3,386.09	47,613.91	6.64
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

Section VII. Item #F.

04-PORT & HARBORS FUND
NAUTICAL LANDINGS MARINA
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<hr/>								
SERVICES								
0860533.20 CONTRACTED SERV- NL MA	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
TOTAL SERVICES	10,000	10,000	0	0.00	0.00	0.00	10,000.00	0.00
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MAINTENANCE								
0860542.03 R & M- BUILDING- NL MA	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
0860542.21 R & M- INSFRA- NL MAR	3,000	3,000	0	0.00	0.00	0.00	3,000.00	0.00
0860542.25 R & M- BUILD (NAUTICAL	0	0	0	0.00	0.00	0.00	0.00	0.00
0860543.26 R & M- INFRAS- NL MARI	0	0	0	0.00	0.00	0.00	0.00	0.00
0860543.27 R & M- IMPROV OTB- NL	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
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TOTAL NAUTICAL LANDINGS MARINA	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
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CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

504-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>								
51000511.01 SALARIES & WAGES	75,966	75,966	0	5,847.68	17,533.04	0.00	58,432.96	23.08
51000511.06 SALARIES & WAGES-TEMP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000511.07 SALARIES & WAGES-OVERT	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.05 EMPLOYER-SOCIAL SECURI	4,515	4,515	0	427.00	1,280.22	0.00	3,234.78	28.35
51000512.10 EMPLOYER-T.M.R.S.	4,460	4,460	0	0.00	713.98	0.00	3,746.02	16.01
51000512.20 GROUP H/D INS PREMIUMS	10,946	10,946	0	0.00	1,906.42	0.00	9,039.58	17.42
51000512.30 WORKER'S COMPENSATION	1,800	1,800	0	0.00	1,260.04	0.00	539.96	70.00
51000512.31 UNEMPLOYMENT INSURANCE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000512.40 SAFETY PAY	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL SERVICES	98,187	98,187	0	6,274.68	22,693.70	0.00	75,493.30	23.11
<u>MATERIALS & SUPPLIES</u>								
51000521.01 OFFICE	1,200	1,200	0	128.49	147.82	0.00	1,052.18	12.32
51000523.03 CLEANING & JANITORIAL	10,500	10,500	0	385.48	1,612.39	0.00	8,887.61	15.36
51000524.19 COVID-19 EXPENDITURES	0	0	0	0.00	0.00	0.00	0.00	0.00
51000525.01 FUEL	5,000	5,000	0	0.00	0.00	0.00	5,000.00	0.00
51000526.01 GENERAL SAFETY & TOOLS	300	300	0	119.28	148.09	0.00	151.91	49.36
51000528.03 NON-CAPITALIZED ASSETS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000529.11 LIGHTING & DECORATION	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
TOTAL MATERIALS & SUPPLIES	19,000	19,000	0	633.25	1,908.30	0.00	17,091.70	10.04
<u>SERVICES</u>								
51000531.01 TRAVEL & TRAINING	500	500	0	0.00	0.00	0.00	500.00	0.00
51000531.04 DUES, SUBSCR., & PUBLI	5,700	5,700	0	199.95	199.95	0.00	5,500.05	3.51
51000532.01 AUDIT FEES	3,500	3,500	0	0.00	0.00	0.00	3,500.00	0.00
51000532.06 HEALTH & FITNESS	0	0	0	0.00	0.00	0.00	0.00	0.00
51000532.07 LEGAL- REGULAR	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000533.14 CONTRACTED SERVICES	24,000	24,000	0	3,791.86	4,664.48	0.00	19,335.52	19.44
51000535.01 GENERAL LIABILITY INSU	2,819	2,819	0	0.00	3,547.76	0.00	728.76	125.85
51000535.10 WINDSTORM INS	21,681	21,681	0	0.00	0.00	0.00	21,681.00	0.00
51000535.11 FLOOD INS	1,700	1,700	0	0.00	0.00	0.00	1,700.00	0.00
51000536.01 ELECTRICITY	26,955	26,955	0	1,992.79	4,276.02	0.00	22,678.98	15.86
51000536.02 TELEPHONE	2,000	2,000	0	0.00	352.20	0.00	1,647.80	17.61
51000536.03 WATER	3,300	3,300	0	405.77	816.69	0.00	2,483.31	24.75
51000536.07 CABLE & INTERNET	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	107,155	107,155	0	6,390.37	13,857.10	0.00	93,297.90	12.93
<u>MAINTENANCE</u>								
51000541.02 LANDSCAPING	15,000	15,000	0	0.00	0.00	0.00	15,000.00	0.00
51000542.03 R & M- BUILDING	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.21 R & M- INFRAST. (HARBO	0	0	0	0.00	0.00	0.00	0.00	0.00
51000542.25 R & M- BUILD (NAUTICAL	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
51000543.04 R & M IMPROVEMENT OTB	2,500	2,500	0	0.00	0.00	0.00	2,500.00	0.00
51000543.06 R & M- IMPROVEMENTS (	0	0	0	0.00	0.00	0.00	0.00	0.00
51000543.22 R & M- BUILD (CITY HAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000544.50 R & M- FURNITURE & EQU	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
51000544.55 R & M- VEHICLES & TRAI	500	500	0	6.00	18.00	0.00	482.00	3.60

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

504-PORT & HARBORS FUND
OPERATIONS
DEPARTMENTAL EXPENDITURES

		ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
51000544.65	R & M- MACHINERY & EQU	200	200	0	0.00	0.00	0.00	200.00	0.00
51000544.75	DREDGING	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL MAINTENANCE		35,200	35,200	0	6.00	18.00	0.00	35,182.00	0.05
SUNDRY									
51000551.11	VEHICLE LEASES	13,992	13,992	0	0.00	0.00	0.00	13,992.00	0.00
51000552.02	PRI & INT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.03	BOND ISSUANCE COST- AM	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.15	DEBT SERVICE- PRINCIP	0	0	0	0.00	0.00	0.00	0.00	0.00
51000552.25	DEBT SERVICE- INTEREST	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.01	XFER OUT- FD 001- ADMI	65,121	65,121	0	0.00	10,853.50	0.00	54,267.50	16.67
51000553.02	XFER OUT- FD 310- '08	124,813	124,813	0	0.00	0.00	0.00	124,813.00	0.00
51000553.05	XFER OUT- FD 322 - 201	130,576	130,576	0	0.00	0.00	0.00	130,576.00	0.00
51000553.60	XFER OUT- FD 165 HAZAR	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.65	XFER OUT- FD 210 EDA G	0	0	0	0.00	0.00	0.00	0.00	0.00
51000553.80	XFER OUT- FD 220	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.81	DEPRECIATION EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
51000554.84	BAD DEBT EXPENSE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY		334,502	334,502	0	0.00	10,853.50	0.00	323,648.50	3.24
CAPITAL EXPENDITURES									
51000561.02	CE- LAND & IMPROVEMENT	0	0	0	0.00	1,590.00	0.00	1,590.00	0.00
51000562.03	CE- BUILDING & IMPROV	95,000	95,000	0	0.00	0.00	0.00	95,000.00	0.00
51000563.05	CE- INFRASTRUCTURE	1,167,000	1,167,000	0	0.00	0.00	5,048.34	1,161,951.66	0.43
TOTAL CAPITAL EXPENDITURES		1,262,000	1,262,000	0	0.00	1,590.00	5,048.34	1,255,361.66	0.53
TOTAL OPERATIONS									
		1,856,044	1,856,044	0	13,304.30	50,920.60	5,048.34	1,800,075.06	3.02

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2022

504-PORT & HARBORS FUND
NON DEPARTMENTAL
DEPARTMENTAL EXPENDITURES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
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<u>PERSONNEL SERVICES</u>								
59800512.03 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.05 EMPLOYER- SOCIAL SECUR	0	0	0	36.98	36.98	0.00 (	36.98)	0.00
59800512.10 EMPLOYER- TMRS	0	0	0	0.00	0.00	0.00	0.00	0.00
59800512.40 SAFETY PAY	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0	0	36.98	36.98	0.00 (	36.98)	0.00
<hr/>								
<u>SUNDRY</u>								
59800551.203 GROUP H/D INS CLAIMS	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUNDRY	0	0	0	0.00	0.00	0.00	0.00	0.00
<hr/>								
TOTAL NON DEPARTMENTAL	0	0	0	36.98	36.98	0.00 (36.98)	0.00
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TOTAL EXPENDITURES	2,065,544	2,065,544	0	20,358.21	76,615.95	22,408.89	1,966,519.16	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(327,043)	(327,043)	0	30,138.95	85,569.43 (	22,408.89)	(390,203.54)	19.31-

*** END OF REPORT ***

COMMUNICATION

SUBJECT: Consider Resolution No. R-010923-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 06, 2023 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: January 09, 2023

DATE: 01-03-23

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

FROM: Mandy Grant, City Secretary

SUBJECT: Resolution No. R-010923-1E for Establishing Provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 06, 2023 and authorizing Mayor to issue Order of Election

BACKGROUND:

Saturday, May 06, 2023, is the uniform date scheduled for the general officer's election. The purpose is for electing the following officers of the City of Port Lavaca, Texas:

- One Council Member, Single District One (1), for a term of 3 years; and
- One Council Member, Single District Three (3), for a term of 3 years; and

Applications for a place on the ballot for these offices may be filed beginning 8:00 a.m. on Wednesday, January 18, 2023 and continuing through Friday, February 17, 2023 at 5:00 p.m.

The last day to register to be eligible to vote in this election is Thursday, April 06, 2023.

The Office of the City Secretary shall perform all duties necessary to conduct the general officer's election.

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-010923-1E.

ATTACHMENTS:

Resolution No. R-010923-1E.

RESOLUTION NO. R-010923-1E

RESOLUTION ESTABLISHING PROVISIONS FOR CONDUCT OF THE CITY OF PORT LAVACA, TEXAS, GENERAL OFFICERS ELECTION; QUALIFICATIONS FOR OFFICE; VOTES CAST TO BE ELECTED; OFFICE OF THE CITY SECRETARY, OBTAIN ELECTION SUPPLIES AND EQUIPMENT, DESIGNATE POLLING PLACES, DATE AND TIME SCHEDULE FOR EARLY VOTING AND ELECTION DAY; EXECUTE NOTICE OF ELECTION; PUBLICATION; AND ORDERING THE ELECTION

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 finds that a general officers election should be held on Saturday, May 06, 2023.

WHEREAS, in addition to calling and ordering the general officers election, City Council finds it necessary and expedient to establish provisions for the conduct of such election:

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

SECTION 1. THAT, an election shall be held on Saturday, May 06, 2023, which is a uniform election date, in the City of Port Lavaca, Texas, which date is not less than forty-five (45) days from the date of the adoption of this resolution for the purpose of electing the following officers:

- One Council Member, Single District One (1), for a term of 3 years; and
- One Council Member, Single District Three (3), for a term of 3 years; and

SECTION 2. THAT, the Qualifications for Office, per City Charter Article 4.02, are as follows:

- a) In addition to the requirements of state law, at the time of election to office, the Mayor and each member of Council shall be at least twenty one (21) years of age, shall be a United States citizen and qualified voter of the State of Texas, shall have resided in the City for not less than one (1) year immediately preceding the election filing deadline and, if elected from a district, shall have resided in the district from which elected for not less than six (6) months immediately preceding the election filing deadline.
- b) Candidates for office shall make a sworn application for a place on the ballot within the times prescribed by the Texas Election Code, and pay any filing fee established by ordinance. Applications shall designate the position sought and applications for council member shall include the district number, if applicable. It shall be the duty of the Office of the City Secretary of the City of Port Lavaca to place the name of all qualified candidates making timely application on the official ballot. Legal proof of length of residency in the City and/or district must be presented to the Office of the City Secretary upon filing for office.

SECTION 3. THAT, per City Charter, Article 4.03, the candidate receiving a majority of the votes cast for the office sought shall be elected to that office. In the event no candidate receives a majority of the votes cast at the regular election, then and in that event, a run-off election shall be held in accordance with Texas Election Law following procedures therein.

SECTION 4. 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 officer's election.

SECTION 5. THAT, the Office of the City Secretary, is expressly authorized to obtain election supplies and equipment required by law and necessary to conduct such election.

SECTION 6. THAT, such election shall be conducted by the City of Port Lavaca, with Early Voting Days and the Election Day voting to be at the following polling place designated for each City election district:

<u>DISTRICT NUMBER</u>	<u>POLLING PLACE</u>
District One	City of Port Lavaca City Hall – Main Lobby 202 N. Virginia Street
District Two	City of Port Lavaca City Hall – Main Lobby 202 N. Virginia Street
District Three	City of Port Lavaca City Hall - Main Lobby 202 N. Virginia Street
District Four	City of Port Lavaca City Hall - Main Lobby 202 N. Virginia Street
District Five	City of Port Lavaca City Hall - Main Lobby 202 N. Virginia Street
District Six	City of Port Lavaca City Hall -Main Lobby 202 N. Virginia Street

SECTION 7. THAT, Early Voting Days and extended hours to vote on a Saturday shall be conducted during the following schedule in 2023:

Monday	April	24	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	25	from	7:00	a.m.	to	7:00	p.m.
Wednesday	April	26	from	8:00	a.m.	to	5:00	p.m.
Thursday	April	27	from	7:00	a.m.	to	7:00	p.m.
Friday	April	28	from	8:00	a.m.	to	5:00	p.m.
Saturday	April	29	from	9:00	a.m.	to	2:00	p.m.
Monday	May	01	from	8:00	a.m.	to	5:00	p.m.
Tuesday	May	02	from	8:00	a.m.	to	5:00	p.m.

Early voting by personal appearance shall be conducted during the regular business hours of the Office of the City Secretary each week day from 8:00 a.m. until 5:00 p.m., except for the second and fourth days of the early voting period by personal appearance. On the second and fourth days of early voting by personal appearance, the Office of the City Secretary's regular business hours are hereby designated as 7:00 a.m. until 7:00 p.m. In addition, there will be extended hours of the early voting period by personal appearance held on a Saturday from 9:00 a.m. until 3:00 p.m.

SECTION 8. THAT, Election Day Voting shall be conducted during the following date and time:

Saturday	May	06	from	7:00	a.m.	to	7:00	p.m.
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SECTION 9. THAT, Notice of the election, including a Spanish translation thereof, shall be posted at City Hall and published in a local newspaper as provided by the Home Rule Charter of the City of Port Lavaca, the Texas Election Code and/or other state and federal law, and the Mayor, or his designee, is hereby authorized and directed to execute such Notice together with an Order calling such election.

SECTION 10. THAT, should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 11. THAT, this resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca, this 9th day January, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on Saturday, May 06, 2023, for the purpose of electing the following officers of the City of Port Lavaca, Texas:

- One Council Member, Single District One (1), for a term of 3 years; and
- One Council Member, Single District Three (3), for a term of 3 years; and

Early voting by personal appearance shall be conducted at the:

City of Port Lavaca – City Hall – Main Lobby
202 N. Virginia Street
Port Lavaca, Texas 77979

The Early Voting Days and extended hours to vote on a Saturday shall be conducted during the following schedule in 2023:

Monday	April	24	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	25	from	7:00	a.m.	to	7:00	p.m.
Wednesday	April	26	from	8:00	a.m.	to	5:00	p.m.
Thursday	April	27	from	7:00	a.m.	to	7:00	p.m.
Friday	April	28	from	8:00	a.m.	to	5:00	p.m.
Saturday	April	29	from	9:00	a.m.	to	2:00	p.m.
Monday	May	01	from	8:00	a.m.	to	5:00	p.m.
Tuesday	May	02	from	8:00	a.m.	to	5:00	p.m.

Applications for ballot by mail shall be mailed to:

Mandy Grant, City Secretary
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, Texas 77979

The last day to request applications for ballots by mail, MUST be received no later than the close of business, at 5:00 p.m., on Tuesday, April 25, 2023.

APPROVED AND ADOPTED by the City Council of the City of Port Lavaca,
this 9th day January, 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

Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than sixty (60) days before Election Day.

ORDEN DE ELECCION PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elección el Sabado, 6 de Mayo de 2023, con el propósito de electar los siguientes oficiales de la Ciudad de Port Lavaca, Tejas:

- *Un Miembro del Consejo, único distrito # 1, por un plazo de 3 años*
- *Un Miembro del Consejo, único distrito # 3, por un plazo de 3 años*

La votación adelantada en persona se llevará a cabo de Lunes a Viernes en:

*Ciudad de Port Lavaca – en la Alcaldia
202 N. Virginia Street
Port Lavaca, Texas 77979*

Los días de votación adelantada en persona y las horas extendidas para votar durante un sábado se llevarán a cabo durante lo siguiente en 2023:

<i>Lunes</i>	<i>Abril</i>	<i>24</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Martes</i>	<i>Abril</i>	<i>25</i>	<i>de las</i>	<i>7:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>7:00</i>	<i>p.m.</i>
<i>Miercoles</i>	<i>Abril</i>	<i>26</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Jueves</i>	<i>Abril</i>	<i>27</i>	<i>de las</i>	<i>7:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>7:00</i>	<i>p.m.</i>
<i>Viernes</i>	<i>Abril</i>	<i>28</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Sabado</i>	<i>Abril</i>	<i>29</i>	<i>de las</i>	<i>9:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>2:00</i>	<i>p.m.</i>
<i>Lunes</i>	<i>Mayo</i>	<i>01</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>
<i>Martes</i>	<i>Mayo</i>	<i>02</i>	<i>de las</i>	<i>8:00</i>	<i>a.m.</i>	<i>hasta</i>	<i>5:00</i>	<i>p.m.</i>

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

*Mandy Grant, Secretaria de la Ciudad
Ciudad de Port Lavaca – en la Alcaldia
202 N. Virginia Street
Port Lavaca, Texas 77979*

El ultimo dia de las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio, las 5:00 de la tarde, el Martes, 25 de Abril de 2023.

APROBADO y adoptado por el Consejo de la ciudad de Port Lavaca, Tejas, este día 9 de Enero de 2023.

Jack Whitlow, Alcalde

Jerry Smith, Consejo Distrito #1

Tim Dent, Consejo Distrito #2

Allen Tippit, Consejo Distrito #3

Rosie Padron, Consejo Distrito #4

Jim Ward, Consejo Distrito #5

Kenneth Barr, Consejo Distrito #6

Nota: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar sesenta (60) días antes del día de elección.

COMMUNICATION

SUBJECT: Consider contract with Hahn Equipment in the amount of \$26,121.07 for repairs to the Main Lift Station Pump. Presenter is Wayne Shaffer

INFORMATION:

CC MEETING: 01/09/2023

AGENDA ITEM #

DATE:

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

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR 

SUBJECT: Main Lift Station Pump Repair

BACKGROUND:

On December 2nd, 2022, Hahn equipment was solicited to pull and derag pumps at main liftstation. When they pulled pump 2 it was discovered that the bolts that hold the motor to the volute were sheared off which allowed the motor to spin in the volute housing. This caused damage to the cable and cable seals and subsequently allowed water into the motor.

FINANCIAL IMPLICATIONS:

Not repairing this pump could result in excessive sanitary sewer overflows and TCEQ violations and or fines.

RECOMMENDATION:

Staff recommends repair as Main lift station is one of the main WWTF feeder stations.

ATTACHMENTS:

Requisition, required quotes and sole source letter.

**CITY OF PORT LAVACA
REQUISITION REQUEST FORM**

Section VIII. Item #2.

**PURCHASE
ORDER #**

(Assigned by Finance)

Section 1 - General Information

Requisitioned by: Wayne Shaffer Director of Public Works
(Name) (Title)

DATE: 12/14/22

Department: Utilities Wastewater

Name of Vendor: Hahn Equipment

Description of Goods/Services: Lift station pump

G/L Acct #: 501-55134543.10

Project: Lift Station O/M

Total Amount of Purchase: \$26121.07

Section II - HUB Contact Documentation - FOR PURCHASES OF \$3,000 - \$49,999

In compliance with Chapter 252.0215 of the Texas Local Government Code and pages 13 & 14 of the City Purchasing Policy and Procedures manual, the department originating this purchase requisition certifies that: (Select A or B)

A) _____ The following Calhoun County Historically Underutilized Businesses were identified and contacted concerning this purchase:

HUB #1

HUB #2

B) _____ No applicable Calhoun County HUBs were identified from the Comptroller of Public Accounts listing; therefore, the City is exempt from HUB contact requirements for this purchase. (Attach HUB vendor search results.)

Section III - Competitive Quotation Documentation

Competitive quotations are generally required for cooperative, emergency, sole source or single source purchases, with justification/sole source documentation, and approval by Finance, per pages 13-15 of the City Purchasing Policy and Procedures.

Cooperative Purchase?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	PSA/Contract # _____
Sole Source?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Single Source?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
Emergency Purchase? *	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Sole source letter attached

* If yes, City Manager authorization _____

Competitive Bid?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Attach bid tabulation and Council minutes
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	Quotation #1 \$1,001 - \$5,000	Quotation #2 \$5,001 - \$10,000	Quotation #3 \$10,001 - \$49,999
	PO NOT REQUIRED	\$3,000	HUB Vendor Search \$49,999
Name of Company	Hahn Equipment Co., Inc.		
Telephone Number	713-868-3255		
Contact Person	Charlie Gioielli		
Email Address	charlieg@hahnequipment.com		
Quotation #	1016554		
Total Price Quoted	\$26121.07		

Section IV - Approvals

Department Head or Designee: 

Date: _____

To be routed for signature by Finance staff:

Finance Director: _____

Date: _____

City Manager: _____

Date: _____



Mark A Shaw
SE Territory Manager
Xylem Inc
Flygt Products

1012 Riviera Rd
Roanoke TX. 76262
Cell 262 227 3763

mark.shaw@xyleminc.com

October 25, 2022

City of Port Lavaca
628 George Street
Port Lavaca, TX 77979

Attention: William Shaffer

RE: Flygt pumps, parts and repair services

Please be advised that Hahn Equipment Company located at 5636 Kansas Houston Texas is the only authorized Flygt distributor for the sale of Flygt pumps in SE Texas which includes the City of Port Lavaca Texas. This not only includes the Flygt pumps but also Flygt authorized parts and service. Their staff is properly trained to provide you with the best possible service available.

These terms of Hahn Equipment distribution contract with Flygt a Xylem brand is an ongoing partnership that has lasted for more 40 years and is a continuing agreement.

Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

Sincerely,

Mark A Shaw
Territory Manager
Flygt Products
Xylem Inc.

Quote

Section VIII. Item #2.

HAHN EQUIPMENT CO., INC.
5636 KANSAS ST.
HOUSTON, TX. 77007
OFFICE# -713-868-3255
FAX# -713-868-9725

Quote No 1016554
Quote Date 12/8/2022
1

Bill To

CITY OF PORT LAVACA
accountspayable@portlavaca.
ajackson@portlavaca.org;
ACCOUNTS PAYABLE 202 N
PORT LAVACA, TX 77979
US

Ship to

CITY OF PORT LAVACA
MAIN LS
CARLOS-361-220-0858
PORT LAVACA, TX 77979
US

Customer No		Slpsn	Payment terms
7740		4	1%10DAYS/NET 30
Loc	PPD/COL	Ship via	Ship Date
01		HAHN SERVICE	A.S.A.P.

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
1.00	EA	REPAIR. FLYGT PUMP, REPAIRED AS PER SPECIFICATIONS, MODEL: CP3201 S/N: 180-9280029 IMPELLER #636 . DATE IN: 12/5/22 CONTACT: CARLOS PHONE: 361-220-0858 FAX: . DESCRIPTION OF FAILURE: WATER IN JUNCTION CHAMBER WATER/OIL IN STATOR HOUSING WATER IN OIL STATOR OLD & WORN BEARINGS DAMAGED CABLE CUT BUILD-UP MEGGER CABLE MISSING VOLUTE . LIST OF PARTS USED: .	0.0000		0.00
1.00	EA	00601 89 32 BASIC REPAIR KIT 3170/3201	8,920.8000		8,920.80
50.00	FT	00094 21 09 SUBCAB, 6/3-2-1-GC 31MM 158F	59.8500		2,992.50
1.00	EA	00084 35 56 GROMMET 31MM ID 52MM OD **10**	42.0000		42.00
1.00	EA	00518 89 02 LEAK DETECTOR UNIT FLS 0	378.0000		378.00
1.00	EA	00396 42 00 LIFTING BAIL	953.4000		953.40
1.00	EA	00426 82 00 TERMINAL BOARD ASSEMBLY	770.7000		770.70
1.00	EA	00082 70 34 SCREW PLUG, HEX M30X1.5	46.2000		46.20
8.00	EA	00082 01 09 BOLT,ALLEN HEAD M16X60 SS *20*	24.1500		193.20

Quote

Section VIII. Item #2.

HAHN EQUIPMENT CO., INC.
5636 KANSAS ST.
HOUSTON, TX. 77007
OFFICE#-713-868-3255
FAX#-713-868-9725

Quote No 1016554
Quote Date 12/8/2022
2

Bill To

CITY OF PORT LAVACA
accountspayable@portlavaca.
ajackson@portlavaca.org;
ACCOUNTS PAYABLE 202 N
PORT LAVACA, TX 77979
US

Ship to

CITY OF PORT LAVACA
MAIN LS
CARLOS-361-220-0858
PORT LAVACA, TX 77979
US

Customer No		Slpsn	Payment terms
7740		4	1%10DAYS/NET 30
Loc	PPD/COL	Ship via	Ship Date
01		HAHN SERVICE	A.S.A.P.

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
8.00	EA	00082 35 23 WASHER 17MM ID 30MM OD SS	7.8750		63.00
1.00	EA	00345 25 04 WEAR RING, ROTATING S.S.	658.3500		658.35
1.00	EA	00314 88 06 WEAR RING, BRASS	1,130.8500		1,130.85
1.00		010384 24 00X 8" VOLUTE, USED	7,500.0000		7,500.00
16.00	PT	OIL. MOTOR OIL NONTX FDA APPROVED	7.5653		121.04
1.00	EA	568. ENVIRONMENTAL FEE	11.0250		11.03
10.00	HR	LABOR. SHOP LABOR	106.0000		1,060.00
10.00	EA	SERVICE. PULL PUMP FOR REPAIR, ALSO TO REINSTALL, HOOK UP & TEST. OLD VOLUTE IS STILL IN THE WET WELL, IT WILL NEED TO BE REMOVED BEFORE INSTALLING A PUMP.	128.0000		1,280.00

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

Quote Total

26,11

131

COMMUNICATION

SUBJECT: Consider award of Construction Bid for the Lynn's Bayou Wastewater Treatment Plant (WWTP) Improvements per AECOM Engineering Project No. 60659778. Presenter is Wayne Shaffer

INFORMATION:

CC MEETING: January 09, 2023

AGENDA ITEM #

DATE: January 05, 2023

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

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR 

SUBJECT: Recommendation for Lynn's Bayou WWTF improvement project

BACKGROUND: On December 14, 2022, bids were received by the city of port Lavaca for the Lynn's Bayou wastewater treatment plant improvements project. AECOM was sent the pricing and bid sheets submitted for the three bids received, from the city. AECOM has reviewed the bids and a bid tabulation has been prepared. Summary sheet and a detailed bid tabulation are attached.

FINANCIAL IMPLICATIONS: This project is primarily being paid for out of ARPA funds.

IMPACT ON COMMUNITY SUSTAINABILITY: This project will address deficiencies in plant operations as well as addressing several minor TCEQ infractions.

RECOMMENDATION: Staff and AECOM recommends awarding the project to JTR Constructors, Inc. for a total of \$1,252,125.00.

ATTACHMENTS: Bid Tabulation and engineers letter of recommendation of award..



AECOM
18219 Katy Freeway, Suite 100
Houston, TX 77094
aecom.com

January 05, 2023

Jody Weaver, PE
Interim City Manager
City of Port Lavaca
202 N. Virginia
Port Lavaca, Texas 77979

**Re: Letter of Recommendation of Award
Lynn's Bayou Wastewater Treatment Plant Improvements
AECOM Project No. 60659778**

Dear Ms. Weaver:

On December 14, 2022, bids were received by the City of Port Lavaca (City) for the Lynn's Bayou Wastewater Treatment Plant Improvements project. AECOM received the Pricing and Bid Sheets submitted for the three (3) bids received, from the City. AECOM has reviewed the bids and a bid tabulation has been prepared; summary sheet and a detailed bid tabulation are attached.

The bids received are ranked as follows:

	Bidder Name	Grand Total
No. 1	JTR Constructors, Inc.	\$1,252,125.00
No. 2	LEM Construction Company, Inc	\$1,352,400.00
No. 3	Mahan Construction Consultants, LLC	\$3,090,305.20

Deficiencies were found in the bid received from Mahan Construction Consultants, LLC. The deficiencies are listed in the bid summary sheet attached. Additionally, we understand that Mahan Construction did not submit the bid security required.

After tabulating and reviewing each bid item, AECOM respectfully confirms that JTR Constructors, Inc is the low bidder. JTR Constructors (JTR) is a general contractor out of the Houston area who is routinely involved in construction of water and wastewater treatment plant type projects. They have the experience and qualification to perform the scope of work as specified in the contract documents of this project. JTR has been in business for 26 years; they are a reputed firm in the industry. JTR has not worked directly on City of Port Lavaca projects in the past, but AECOM has previously worked with JTR on two different projects. We have been satisfied with the quality of their work on those projects.

AECOM recommends that JTR Constructors, Inc. be awarded the contract for the referenced project based on the bid of \$1,252,125.00. Please call me at (281) 675.7668, if you have any questions or require further information.

Sincerely,



Vinoth Manoharan, PE
Project Manager
AECOM
T: +1-281-675-7668
E: Vinoth.manoharan@aecom.com

Attachments: Bid Summary Sheet & Bid Tabulation

CC: Wayne Shaffer – City of Port Lavaca
Susan Lang – City of Port Lavaca
Jennifer Berkich – Grant Works

Bid Tabulation
City of Port Lavaca
Construction of Lynn's Bayou Wastewater Treatment Plant Improvments
Bids Opened: December 14, 2022
Tabulated by: AECOM
AECOM Project No 60659778

AECOM

				JTR Constructors, Inc.		LEM Construction Company, Inc		Maban Construction Consultants, LLC	
Item Number	Approx. Quantity	Unit	Description of Item	Unit Cost	Total Amt	Unit Cost	Total Amt	Unit Cost	Total Amt
Base Bid Items									
1	1	Lump Sum	Contractor Bonds and Insurance, Complete Task.	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$147,586.20	\$147,586.20
2	1	Lump Sum	Contractor Mobilization of All Equipment, Materials and Personnel To Job Site. Complete In Place.	\$26,000.00	\$26,000.00	\$60,000.00	\$60,000.00	\$213,912.00	\$213,912.00
3	1	Lump Sum	Design of Trench Excavation and Shoring Safety Plan, Complete in Place	\$100.00	\$100.00	\$100.00	\$100.00	\$20,000.00	\$20,000.00
4	1500	Square Feet	"Trench Safety System," All Depths, All Widths, Complete in Place	\$0.50	\$750.00	\$0.10	\$150.00	\$95,000.00*	\$95,000.00*
5	1	Lump Sum	Start-Up and Training. Equipment Training and Plant Start-Up. Complete in Place	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$35,000.00	\$35,000.00
6	1	Lump Sum	Demolish existing Sludge Transfer Pump, Motor and Associated Appurtenances as shown on PLANS and detailed in Technical Specifications.	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$175,000.00	\$175,000.00
7	1	Lump Sum	Demolish existing Grit Classifier, Grit Pump, Motor and associated valves, piping, electrical panels, conduit, and pipe supports as shown on PLANS and detailed in Technical Specifications.	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$125,000.00	\$125,000.00
8	1	Lump Sum	Construct Prefabricated Metal Building for housing new Blowers including all necessary equipment for the Building including Excavation, Foundation preparation, Concrete Slab and all other necessary work required to construct the Building as shown on PLANS and detailed in Technical Specifications.	\$140,000.00	\$140,000.00	\$230,000.00	\$230,000.00	\$135,000.00	\$135,000.00
9	1	Lump Sum	Furnish and Install two new Centrifugal Blowers with associated Intake filter, Instruments, Pipe Supports and All Associated Valves, Piping, and Appurtenances as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$168,000.00	\$168,000.00	\$200,000.00	\$200,000.00	\$201,000.00	\$201,000.00
10	1	Lump Sum	Furnish and Install Yard Piping and Pipe Supports for air supply from the new Blowers to connect to the existing air supply header as shown on PLANS and detailed in Technical Specifications.	\$98,000.00	\$98,000.00	\$80,000.00	\$80,000.00	\$301,000.00	\$301,000.00

* Indicates error

Bid Tabulation
City of Port Lavaca
Construction of Lynn's Bayou Wastewater Treatment Plant Improvements
Bids Opened: December 14, 2022
Tabulated by: AECOM
AECOM Project No. 60659778

AECOM

11	1	Lump Sum	Furnish and install a Sludge Transfer Pump, Motor, Metal Pump Base, Associated Appurtenances as shown in the PLANS and detailed in Technical Specifications, Complete in Place	\$85,000.00	\$85,000.00	\$80,000.00	\$80,000.00	\$275,000.00	\$275,000.00
12	1	Lump Sum	Furnish and install a Grit Classifier with Grit Pump, Motor, Piping, Valves, Instruments, Pipe Supports and All Associated Valves, Piping, and Associated Appurtenances as shown in the PLANS and detailed in Technical	\$381,450.00	\$381,450.00	\$350,000.00	\$350,000.00	\$301,000.00	\$301,000.00
13	1	Lump Sum	Furnish and install all HVAC Equipment including Louvers, Doors and associated fixtures in the Blower Building as shown in PLANS and detailed in Technical Specifications, Complete in Place	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$165,900.00	\$165,900.00
14	1	Lump Sum	Install all Electrical and Instrumentation components for the new Blower Building, Blowers, Transformer Pad, and all ancillary equipment for a complete in place installation, as shown on PLANS and detailed in Technical Specifications.	\$193,000.00	\$193,000.00	\$200,000.00	\$200,000.00	\$75,600.00	\$75,600.00
15	1	Lump Sum	Install all Electrical and Instrumentation components for the new Sludge Transfer Pump and all ancillary equipment for a complete in place installation, as shown on PLANS and detailed in Technical Specifications.	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$101,300.00	\$101,300.00
16	1	Lump Sum	Install all Electrical and Instrumentation components for the new Grit Classifier, Grit Pump, and all ancillary equipment for a complete in place installation, as shown on PLANS and detailed in Technical Specifications.	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$75,600.00	\$75,600.00
17	1	Lump Sum	Install an Access Road and Access Ramp in front of the Blower Building as shown on PLANS and detailed in Technical Specifications.	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$185,000.00	\$185,000.00
18	1	Lump Sum	Install Concrete Sidewalk on all sides of the Blower Building, including Foundation Preparation as shown on PLANS and detailed in Technical Specifications.	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00

* Indicates error

Bid Tabulation
City of Port Lavaca
Construction of Lynn's Bayou Wastewater Treatment Plant Improvements
Bids Opened: December 14, 2022
Tabulated by: AECOM
AECOM Project No. 60659778

AECOM

19	1	Lump Sum	Site work, including site grading, excavation and fill, clearing and grubbing, site storm drainage, structures and sewers, storm water pollution prevention control facilities, miscellaneous structures, and all appurtenances as shown on PLANS and detailed in Technical Specifications.	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$195,000.00	\$195,000.00
20	1	Lump Sum	Contractor Demobilization of All Equipment, Materials and Personnel From Job Site. Complete in Place.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$213,912.00	\$213,912.00
Base Bid Items Subtotal (Base Bid Items 1 - 20)					\$1,244,300.00		\$1,346,250.00		\$3,071,810.20
Supplemental Bid Items									
S-1	5	Cubic Yard	Extra Sand Encasement in addition to Sand Encasement included in Base Bid Items, When Authorized by Owner, Complete in Place	\$30.00	\$150.00	\$20.00	\$100.00	\$95.00	\$475.00
S-2	5	Cubic Yard	Extra Structural Excavation, When Authorized by Owner, Complete in Place	\$25.00	\$125.00	\$25.00	\$125.00	\$1,000.00	\$5,000.00
S-3	5	Cubic Yard	Extra Compacted Sand fill, When Authorized by Owner, Complete in Place	\$20.00	\$100.00	\$20.00	\$100.00	\$135.00	\$675.00
S-4	5	Cubic Yard	Extra Bank Sand Backfill, When Authorized by Owner, Complete in Place	\$20.00	\$100.00	\$20.00	\$100.00	\$300.00	\$1,500.00
S-5	5	Cubic Yard	Extra Cement-Stabilized Sand Backfill, When Authorized by Owner, Complete in Place	\$50.00	\$250.00	\$25.00	\$125.00	\$475.00	\$2,375.00
S-6	5	Cubic Yard	Extra Class "A" Concrete, When Authorized by Owner, Complete in Place	\$500.00	\$2,500.00	\$200.00	\$1,000.00	\$575.00	\$2,875.00
S-7	5	Cubic Yard	Extra Class "B" Concrete, When Authorized by Owner, Complete in Place	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$500.00*	\$2,500.00*
S-8	100	Square Feet	Extra Asphaltic Concrete Pavement, When Authorized by Owner, Complete in Place	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$500.00	\$2,500.00
S-9	100	Pounds	Extra Reinforcing Steel, When Authorized by Owner, Complete in Place	\$3.00	\$300.00	\$3.00	\$300.00	\$5.95	\$595.00
Supplemental Bid Items Subtotal (Supplemental Items S-1 to S-9)					\$6,025.00		\$4,350.00		\$18,495.00
Cash Allowance Bid Items									
CA-1	1	Lump Sum	Survey, Legal Description, and Construction Staking of AEP Easement [Contact Brandon Absher with CivilCorp at (361) 570-7500]	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00*	\$0.00*
Cash Allowance Bid Items Subtotal (Cash Allowance Items CA-1)					\$1,800.00		\$1,800.00		\$0.00
Grand Total					\$1,252,125.00		\$1,352,400.00		\$3,090,305.20

* Indicates error

COMMUNICATION

SUBJECT: Consider award of Construction Bid for the 2022 Nautical Landings Electrical Improvements. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: JANUARY 09, 2022

DATE: 12/28/2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider award of construction contract for the 2022 Nautical Landings Office Building Improvements to Barefoot Construction in the amount of \$73,780.00

Financial Implications: Council has budgeted \$95,000 in the Port Commission Capital Expenditures – Building & Improvements for this project

Scope of Work:

- Relocate the two condensing units to expanded deck as specified in sheet Appendix B.
- Install new disconnects and extend refrigerant lines to new location.
- Connect wiring and refrigerant lines to the units and verify the units are in good working order at new location.
- Any new handrails or deck boards that need to be replaced are to be bid by linear foot.
- Remove all wooden siding, soffits and fascia.
- Inspect framing for damage on all three sides.
- The upper section that has the feeders going through is included in the bid. Repair and/or replace any damaged studs, sills and insulation.
- Walls will be wrapped with Ty-Vex (or comparable material).
- Hardie board siding, trim, soffit and fascia matching adjacent walls will be installed.
- Walls are to be primed and painted to match remainder of building.
- The 8' x 16' section of wood siding on the northwest side of the building will be replaced in the same manner.
- Rosin paper #30 felt are to be properly installed on roof. The standing seam roof above the existing service will be replaced with the same type and color of panels.
- The middle cupula on the main structure will need to be replaced. The dimensions and location are shown in attachment.

Staff Recommendation: Staff recommends that although American Construction has offered to perform the work in 35 days, staff doesn't believe the savings in days is enough to warrant a 20% increase in cost. Staff recommends and awards to Barefoot Construction for \$73,780.00.

Attachments:

- Bid Tabulation
- Bid Notice

BID TABULATION
 2022 NAUTICAL LANDINGS IMPROVEMENTS
 City of Port Lavaca
 Bid Opening: December 22, 2022 2:00 pm

Bidder:	American Construction, LLC. Port Lavaca	Barefoot Construction Port Lavaca	Brown and Root Construction	BLS Construction
e-mail	Firestone7993@gmail.com	markbarefoot@gmail.com	daniel.croasmun@brownandroot.com	lorenzo.tenorio@blsconstruction.com
Bid Amount:	\$ 92,000.00	\$ 73,780.00	did not return bid	did not return bid
Calendar days:	35	120		
Bid Bond:	✓	✓		

The request for bids was advertised in the Port Lavaca Wave on 11/30/2022, 12/07/2022, and 12/14/2022

Invitation for bids was sent out to four potential bidders on 12/01/2022

The request for bids was posted on the City of Port Lavaca website on 12/09/2022

COMMUNICATION

SUBJECT: Consider award of the Bank Depository Contract and execution of Depository Agreement and Depository Pledge Agreement for City Funds. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: JANUARY 9, 2023

DATE: 1/6/2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR 

SUBJECT: CONSIDER AWARD OF THE BANK DEPOSITORY CONTRACT AND EXECUTION OF DEPOSITORY AGREEMENT AND DEPOSITORY PLEDGE AGREEMENT FOR CITY FUNDS

Background:

The City executed a depository contract with First National Bank (FNB) on January 22, 2018 to be effective February 1, 2018 for a term of five (5) years. The City's depository Contract with First National Bank will be expiring January 31, 2023.

On June 15, 2022, the City advertised in the newspaper and on its website seeking proposals (RFP) for depository services. Additionally, the city emailed the RFP directly to: First National Bank, IBC Bank and Prosperity Bank. The deadline to receive proposals was July 28, 2022.

The reasoning behind such a long lead time between the RFP and the expiration of the depository contract was to allow ample time to transition to a new bank, if it was advantageous. However, the City only received one response to the RFP, which was our current depository, First National Bank.

The Finance Committee met on 8/31/22 to review and discuss the depository proposals received. Questions were asked as to our process and why only one proposal was received. We noted that Prosperity Bank had asked for and received three (3) months' worth of our bank statements in response to receiving our RFP, but failed to return a response.

Staff has provided the depository agreement and depository pledge agreements for review. These documents are in accordance with State and Federal regulations governing public funds and have been reviewed by the City's attorney.

Financial Implications:

The City has had a long relationship with FNB and feels the bank is solid partner. The bank has offered two options for interest earnings on our demand deposits: Option 1: Fixed Rate of 1.50%, Option 2: Variable Rate 13 week US Treasury Bill minus 1.00%. Whichever option we choose will remain effective for two (2) years. Currently, the City has had a variable rate option based upon the 13 week US Treasury Bill minus 2.00%, which led the City to receiving no interest earnings for over a year.

If the depository contract is accepted, it is recommended that we choose Option 1: Fixed Rate of 1.50% for two years. According to the City's Investment Policy and Strategy, the four primary objectives, listed in order of their priority are: safety, liquidity, diversification and yield. Following these principles, it is recommended that we reduce our risk of no return on our investment, with a smaller guaranteed yield.

Comprehensive Master Plan:

Promoting Quality of Life and Protecting Investments.

Recommendation:

Staff recommends a motion to: Award the Bank Depository Contract to First National Bank in Port Lavaca for a five (5) year period beginning February 1, 2023 and ending January 31, 2028, approval of the 1.50% fixed earnings rate for two (2) years and authorize the execution of the Depository Agreement and Depository Pledge Agreement regarding the same.

Attachments:

Depository Agreement

Depository Pledge Agreement

Response to RFP

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (Agreement) is made and entered into this 9th day of January 2023 by and between the City of Port Lavaca, Texas (City) and First National Bank in Port Lavaca, Texas (Bank) a bank chartered by the State of Texas and having a place of business in the City of Port Lavaca, Calhoun County, Texas.

Section I Designation as Depository

The City, through action of its City Council, hereby designates the Bank as its depository for banking services for a five (5) year period, commencing on February 1, 2023 and terminating on January 31, 2028.

Section II Designation of Custodian

The City and Bank hereby designate the BNY Mellon's Pershing (the "Custodian") to hold in trust, according to the terms and conditions of the City Request for Proposal dated June 15, 2022, (the "RFP") and pursuant to a separate Municipal Depository, attached as Exhibit A, all securities pledged as depository collateral in accordance with the City's Investment Policy.

Section III Collateral

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 105% of the total of those funds. Custodian will provide a monthly report of the collateral directly to the City.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank. The Bank shall have the right to substitute or replace, any or all of the pledged securities with collateral of like securities of equal or greater value as acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257). The release of Pledged Securities, without substitution or replacement, must have prior written consent by the City.

Section IV Financial Position

The Bank shall provide the City a statement of its financial position on at least a quarterly basis. The Bank shall provide an annual statement audited by its independent auditors including a letter as to its "fair representation".

Section V Authorized City Representative

For the term of this Agreement, the City and Bank designate the individuals as listed in Exhibit B as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives must be made in writing.

Section VI Scope of Services

The Bank's response to the City's RFP, dated June 15, 2022 (the "Response") is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit and loan rates, and attached as Exhibit C. If any provisions of

the Response and this Agreement are in conflict, this Agreement shall control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property, and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

Section VII Bank Compensation

Bank will be compensated for any and all services rendered to City under this Agreement. Bank agrees to offset monthly service fees against its customary earnings credit for balances in City's on-interest bearing accounts.

FEE BASIS LANGUAGE

Bank will be compensated for any and all services rendered to City under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bank's Response.

For new services not defined in this Agreement shall be negotiated by the City and Bank and mutually agreed upon in writing, but in no case shall the charge be in excess of the then current published price by the Bank.

Section VIII Default

Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

Section IX INTENTIONALLY OMITTED

Section X Notice

Any notice required to be given to Bank in writing shall be sufficient when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the Bank at the address shown below. 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.

First National Bank in Port Lavaca
Attn: Bank Officer
1101 So. Hwy 35 Bypass
Port Lavaca, Texas 77979

Any notice required to be given to City in writing shall be sufficient when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the City at the address shown below. 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.

City of Port Lavaca
Attn: Finance Director
202 North Virginia
Port Lavaca, Texas 77979

Section XI Non-Assignability

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

Section XII Termination

This Agreement may be terminated by either the City or the Bank by giving ninety (90) day's prior written notice to the other Party.

Section XIII Law Governing

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Agreement. Venue for any dispute under this Agreement shall be brought in a state district court in Calhoun County, Texas.

Section XIV Bank Authorization

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

CITY

BANK

Jack Whitlow, Mayor

Name and Title

ATTEST:

ATTEST:

Mandy Grant, City Secretary

AUTHORIZED REPRESENTATIVES

The following individuals are authorized representatives of the City empowered to direct the Bank and the Custodian for the Bank, in regard to collateral pledges, releases and substitutions in the joint safekeeping account as well as authorized to represent and act for the City in any and all matters including execution of agreements and transfer of funds.

Name and Title

Susan Lang, Finance Director

Jack Whitlow, Mayor

Joanna P. "Jody" Weaver, P.E. Interim
City Manager

Name and Title

Exhibit A

Municipal Depository Pledge Agreement

DEPOSITORY PLEDGE AGREEMENT

WHEREAS, this Depository Pledge Agreement ("Agreement") is entered into on the 1st day of February 2023, by and among City of Port Lavaca ("City"), a Texas Municipal Government; First National Bank in Port Lavaca ("Bank"), and BNY Mellon's Pershing (the "Safekeeping Institution").

WHEREAS, the City has selected the Bank, a national banking association or state chartered bank, as a depository for certain of its funds to be held in demand deposits or interest-bearing time deposits as follows:

Account Name(s)	Type of Account	Account Number
Consolidated Cash	Public Funds	001-3129
Payroll Account	Public Funds	001-3110
Firemans Relief and Retirement Fund	Public Funds	001-3137
Flip Flop Festival	Public Funds	001-4125
Health Insurance	Public Funds	001-3145

and such additional accounts as the City may from time to time designate, and the Bank desires to be the depository of such funds;

WHEREAS, the City has deposited and might in the future deposit public funds in the Bank in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corp. (FDIC) as may be applicable from time to time;

WHEREAS, the City has requested that its deposits in excess of the FDIC insurance be otherwise secured;

WHEREAS, the excess funds deposited with the Bank must be continuously secured by a valid pledge to the City of collateral which, under the laws of the State of Texas, can be used to secure the excess deposits of the City, and the aggregate market value, exclusive of accrued interest, of the collateral shall at all times be equal to or in excess of such total excess funds of the City on deposit with the Bank; and

WHEREAS, to the extent the Bank uses eligible securities to secure the City's deposit of excess funds, the Bank will place the above securities for safekeeping in a custodial account at the Safekeeping Institution, which is another financial institution not owned or controlled by the Bank or its holding company; and

WHEREAS, to the extent the Bank uses a letter of credit issued by an agency or instrumentality of the United States of America to secure the City's deposit of excess funds, such letter of credit shall meet the requirements set forth in this Agreement and shall be held by the City;

NOW, THEREFORE, for value received and in consideration of the mutual promises and covenants herein contained, the City, the Bank and the Safekeeping Institution agree as follows:

1. **SECURITY.** The Bank hereby pledges to the City securities (the "Pledged Securities") with a market value, exclusive of any accrued interest, equal to at least 105 percent of City deposits in excess of FDIC insurance less the face value of any letter of credit issued on behalf of the City for the account of the Bank by an agency or instrumentality of the United States, including the BNY Mellon's Pershing.

2. **SAFEKEEPING PROVISION.** The Bank will place the Pledged Securities with BNY Mellon's Pershing (the "Safekeeping Institution") for safekeeping. Except as provided in paragraph 9 disposition of the Pledged Securities shall be subject only to the joint written instructions of both (a) an authorized individual appointed by the City, and (b) a specifically authorized officer of the Bank. The Safekeeping Institution named herein hereby agrees to hold all securities deposited with it pursuant to the terms of this Agreement, to identify the pledge of the securities on the books of the Safekeeping Institution, to issue a trust receipt for such Pledged Securities and to deliver the Pledged Securities in accordance with the terms hereof. The Safekeeping Institution agrees to serve as collateral agent for the City and to take any additional measures necessary to allow the City to perfect its security interest in the securities.

3. **STATEMENTS.** Contemporaneously with the execution of this Agreement and at the time of the substitution or release of any of the Pledged Securities, the Bank shall execute and deliver to the City a memorandum describing the securities deposited to the Safekeeping Institution as Pledged Securities or withdrawn as Pledged Securities from the Safekeeping Institution. The Bank agrees to furnish to the City a statement describing the Pledged Securities held in safekeeping in the Safekeeping Institution on at least a monthly basis. The statement will include par value, market value, and maturity date. The same statement will also be available upon demand of the City.

4. **FINANCIAL POSITION.** The Bank will provide a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its outside auditors including a statement by its outside auditors as to its "fair presentation."

5. **SUBSTITUTION.** The Bank shall have the right to purchase and sell, and substitute or replace, any and all of the Pledged Securities with like securities of equal or greater value as acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257). A written notice stating the par value, maturity date and market value on the date of substitution must be sent to the City by the Bank evidencing any substitution or exchange. The substituted securities shall become Pledged Securities and thereafter shall be subject to all the terms and conditions of this Agreement. The release of Pledged Securities, without substitution or replacement, must have prior written consent by the City.

6. **LETTER OF CREDIT.** The Bank may provide to the City as eligible security for City deposits in excess of the FDIC coverage one or more letters of credit for the benefit of the City and for the account of the Bank issued by the BNY Mellon's Pershing (each a "Letter of Credit"). The face amount of the Letters of Credit outstanding at any time shall be equal to no less than the amount of the City's deposits in excess of FDIC coverage, including accrued interest, less the market value, exclusive of accrued interest, of any Pledged Securities. Each Letter of Credit shall be irrevocable and shall provide that the City may draw an amount up to the face amount of the Letter of Credit after an event of default specified in paragraph 8 upon presentation of a draw request and the original Letter of Credit. The Bank agrees that the City shall have the right to direct that the proceeds of a draw request be deposited in an account designated by the City in its sole discretion. Each Letter of Credit shall be held by the City and shall be valued at its face value.

7. **REPRESENTATIONS.** The Bank represents to the City:

- (a) That the Bank is the sole legal and actual owner of all securities pledged to the City;

- (b) That no other security interest has been, nor will be, granted in that portion of the Pledged Securities utilized to collateralize City deposits;
- (c) That City deposits at the Bank not in excess of \$250,000, or such other amount as may be applicable from time to time, are insured by the FDIC.

DEFAULT. The Bank shall be in default if it fails to pay all or any part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including earned interest, at the specified maturity date. The Bank shall also be in default if ruled “bankrupt,” “insolvent” or “failed” by Federal Banking Regulators.

8. **PROCEEDS.** In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all Pledged Securities. The City is hereby empowered to take possession of and transfer or sell any and all Pledged Securities. If the security is transferred, ownership of the security will transfer entirely to the City. If the security is liquidated, any proceeds over the value of the defaulted amount of the matured investment, including accrued interest, plus expenses related to the liquidation transaction, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

9. **DUTIES.** The Bank shall faithfully do and perform all of the duties and obligations required by the laws of the State of Texas for depositories of the City, and shall upon presentation pay all checks drawn on it by the duly authorized representatives of the City against collected funds of the City on demand deposit, and shall at the expiration of the term for which it has been chosen as depository of the City turn over to its successor all

funds, property and things of value coming into its hands as depository; however, the Letter of Credit shall be non-cancellable during its term.

10. **NON-ASSIGNABILITY.** The collateral agreement is not assignable in whole or in part but is binding on the parties hereto, their successors and assigns.

11. **TERMINATION.** This agreement may be terminated by either the Bank, the City or the Safekeeping Institution by giving thirty (30) days prior written notice to the other parties. The Bank shall be responsible for all costs necessary in the use or confirmation of the Letters of Credit and agrees that these costs shall not be a charge against the City.

12. **LAW GOVERNING.** All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Agreement.

13. **AUTHORIZATION.** The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors or the Loan Committee, which approval is reflected in the minutes of said Board or committee of the Bank. The Bank further warrants and represents that this Agreement has been continuously, from the time of its execution, an official record of the Bank.

14. **SAFEKEEPING FEES.** Any and all fees of the Safekeeping Institution in connection with the safekeeping of Pledged Securities for the benefit of the City shall be borne by the Bank.

15. **SOLE AGREEMENT.** This is the sole Depository Pledge Agreement among the parties and supersedes any and all prior agreements.

WITNESS the execution hereof this 9th day of January, 2023.

CITY OF PORT LAVACA

By: _____
Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

First National Bank in Port Lavaca

By: _____
Name: _____
Title: _____

ATTEST:

BNY Mellon's Pershing SAFEKEEPING
INSTITUTION

By: _____
Name: _____
Title: _____

ATTEST:

ADDENDUM A-1

At its City Council meeting on January 9, 2023, the City Council of Port Lavaca (“City”) designated the following individuals as authorized representatives pursuant to Section 2 of that certain Depository Pledge Agreement dated as of February 1, 2023, to direct BNY Mellon’s Pershing (“Safekeeping Institution”) in regard to collateral pledges, releases and substitutions in the joint safekeeping account and to accept letters of credit provided as collateral on behalf of the City. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative’s Signature	Name and Title
	Susan Lang, Finance Director
	Jack Whitlow, Mayor
	Joanna P. “Jody” Weaver, P.E. Interim City Manager

By: _____
Mandy Grant, City Secretary
City of Port Lavaca

ADDENDUM A-2

The following individuals are authorized representatives of First National Bank in Port Lavaca pursuant to Section 2 of that certain Depository Pledge Agreement dated as of February 1, 2023, to direct BNY Mellon’s Pershing (“Safekeeping Institution”) in regard to collateral pledges, releases and substitutions in the joint safekeeping account and to accept letters of credit provided as collateral on behalf of the Bank. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative’s Signature	Name and Title
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<hr/>	<hr/>
<hr/>	<hr/>

By: _____
Authorized Officer
First National
Bank Port Lavaca

Exhibit C

Bank's Response to City's RFP



CITY OF PORT LAVACA
202 N VIRGINIA ST
PORT LAVACA, TEXAS 77979

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	JUNE 15, 2022	Request For Proposal Title DEPOSITORY PROPOSAL
DATE OF CLOSING: TIME OF CLOSING:	JULY 28, 2022 (No later than) 2:00 p.m. CDT	DEPARTMENT: FINANCE
SUBMIT TO:	City of Port Lavaca 202 Virginia St Port Lavaca, TX 77979	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	First National Bank in Port Lavaca		
Address:	1101 South HWY 35 Bypass		
City:	Port Lavaca		
State:	TX	Zip Code:	77979
Contact Person:	Richard T Cullen		
Office Phone Number:	361-552-8533	Alternate Phone Number:	
E-Mail Address:	tcullen@fnbportlavaca.com Fax Number: 361-552-8507		

Richard T Cullen

Signature of Authorized Individual

Richard T. Cullen

Typed Name of Authorized Individual

7/26/22

Date

President

Typed Title of Authorized Individual

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I. Introduction

A. Proposal Request

The City of Port Lavaca, Texas (the "City") is seeking proposals from eligible and qualified financial institutions to serve as the Banking Services Depository (the "Depository") for the public funds of the City. This includes the basic services of receiving deposits, paying items, wiring out funds, receiving wired funds, stop payments, time deposits, and other normal business banking activities. The agreement will not cover any investment transaction activities other than safe keeping services and possible other items listed in Section VI Investment Activities. The City plans to manage its own investment portfolio per its investment policy.

The philosophy incorporated into this Request for Proposal (RFP) is to solicit competitive proposals for providing excellent customer service and banking services to the City. The City also places importance on the interest paid on daily deposits above any minimum requirements. The RFP specifications and evaluation criteria have been developed and are described herein.

This RFP is intended to serve as the Proposal Form (see Attachment A) and subsequently, the Depository Agreement. There are several blanks to fill in and questions to be answered. Any alterations, changes, or deletions to the RFP may be reason for the City to disregard and reject the proposal. Any such alterations, changes, or deletions must be clearly identified as such, with reason therefore, and alternate language proposed by bidder, if any, clearly stated and inserted in the appropriate place in the bid submission. Exceptions to the specifications will be considered only if listed in the proposal. Any terms in this RFP which are in conflict with Chapter 105, as amended, of the Texas Local Government Code shall be deemed superseded by such chapter. Conflicts discovered between this RFP and state law should be noted in the proposal form. The City will disregard any exceptions that may conflict with Chapter 105 of the Local Government Code.

Proposals must be complete, specifically address the requirements described in this document, and include all requested information as detailed in Section X Submission Checklist to receive full consideration by the City in the evaluation/selection process. During the evaluation/selection process, the City reserves the right to request additional information or clarification from bidders, or to allow corrections of errors or omissions.

Questions regarding this RFP should be directed to Susan Lang, Finance Director, City of Port Lavaca, 202 N. Virginia St., Port Lavaca, Texas 77979, telephone (361) 552-9793, or by e-mail slang@portlavaca.org. Contact with any personnel, officers, or officials of the City of Port Lavaca, other than the designated official regarding this RFP may be grounds for elimination from the selection process. No officer or employee of the City of Port Lavaca shall have a financial interest, direct or indirect, in any contract with the City of Lavaca.

B. Term of Contract

The contract period shall be for a five-year term once the contract has been executed

Delete

according to state laws. ~~The Depository contract shall provide that the City reserves the right to cancel any agreement, at any time, upon ninety (90) days prior written notice of its intent to terminate any agreement.~~ Further, the agreement will have a six-month extension period for transition to the new depository bank at the end of the term if needed.

C. Proposal Objectives

The City wishes to communicate the primary objective of the Depository RFP, an important component of the overall treasury program of the City is:

1. To seek a bank that is capable of providing excellent banking services and willing to be attentive to the City's financial matters;
2. To maximize the total dollars earned by the City on account balances in order to be prudent and effective custodians of the financial resources;
3. To maintain an excellent working relationship with the Depository;
4. To adequately compensate the Depository for services provided, subject to competitive forces in the market place; and
5. To fully comply with the requirements of the Texas Local Government Code Chapter 105, as amended.

II. Schedule

Estimated timeline of important dates for this proposal.

<u>Date</u>	<u>Description of Events</u>
June 15, 2022	Advertise Bank Depository notice in a newspaper of general circulation in the City limits and on city website.
July 28, 2022	Receive proposals from interested Depositories no later than 2:00 p.m. at City Hall Administrative Offices.
September 26, 2022	City Staff presentation to City Council

III. Criteria for Evaluation

A. Required Criteria include: 30 Points

1. Branch within City limits,
2. Ability to provide sufficient collateral for deposits, and
3. Financial strength and stability of proposing Depository.

B. Critical Criteria include: 40 Points

1. Ability to perform and provide the requested services in the RFP,
2. Cost of the proposed Depository services and the cost of conversion and implementation of services,
3. Providing Excellent Customer Service,
4. Online banking services,
5. Fraud Prevention Service,
6. The implementation plan/process if your Depository is chosen,
7. Depository does not have any significant problems noted by regulatory agencies in the past 24 months,

8. Offer any type of sweep account where excess City funds could be invested at a higher rate than in the checking account.

C. Important Criteria include: 30 Points

1. Effective rates paid on City accounts,
2. City funds availability,
3. Quality of reports requested,
4. Securities clearance and safekeeping procedures,
5. Experience and success in providing banking services to municipal governments in Texas,
6. Ability to provide the City with effective and innovative banking services, and
7. Completeness of the bid form and submission of required information.

IV. City Account Information

A. Operating Account

The City intends to have one operating account and one zero-balance payroll account to handle City banking business. All services requested in the RFP may be used in all of the accounts. The City reserves the right to open or close any number or types of accounts as it deems necessary through the term of the agreement. No changes or additions are anticipated at this time.

V. Banking Service Requirements

Banking services to be provided are listed on the Proposal Form, along with estimated monthly volumes. The following identify the various services to be provided. Please attach copies of reports and separate agreements that apply to each service, if applicable.

A. On-line Banking

The institution shall offer Internet access for the inquiry of account balances and activity for all bank accounts. This access should be available by using a password set by the City. In addition, the institution shall offer on-line transfer of City monies between accounts held within the institution. The transfers should be credited and debited to the related accounts on the same business day of the transfer, if the request is received by 5:00 pm.

B. On-Line balance reporting system which will provide information reporting services including but not limited to:

1. Previous Day Balance Report,
2. Current Day Balance Report,
3. Debit and Credit Detail,
4. Stop Payment Status Report,
5. ACH Activity Report, and
6. Positive Pay Activity Report (WILL NOT BE AVAILABLE IF DONE ON CORE)
7. Monthly Statement

Include a sample account balance screen, sample account activity screen, sample

transfer screen and on-line transfer agreement.

- C. Processing of all deposited items on checks and cash to include encoding services and return of stamped duplicate deposit slip to the City deposit.
- D. General Automatic Clearing House (ACH) services which may include:
 - 1. Payroll direct deposit file (ACH Credit) transmitted to the bank every other Wednesday for Friday payment,
 - 2. Utility billing automatic drafts (ACH Debit) transmitted to the bank on various days with withdrawal from accounts, and
 - 3. Various ACH credits and debits from various approved agencies, and companies such as State and Federal agencies, investment pools, and credit card processing centers.
- E. General Wire Transfer services which may include:
 - 1. Repetitive and non-repetitive outgoing wire transfers via Internet or facsimile to allow initiation of wire transfers, or
 - 2. Repetitive and non-repetitive incoming wire transfers, with
 - 3. Notification to the City of wiring problems within one (1) hour of the transaction.
- F. Insufficient Funds (NSF)/ Returned Items should be submitted at least twice before being returned to the City. Returned items that do not clear on the second attempt shall be returned to the City within three (3) business days with a complete description of non-payment. The City shall receive same day telephone notification of all return items in excess of \$2,000.
- G. Account Reconciliation services
 - 1. Bank Statement on the account shall be addressed as follows: City of Port Lavaca, Texas, Attn: Finance Department, 202 N. Virginia St., Port Lavaca, Texas 77979 and shall be rendered within seven (7) working days after the close of the calendar month. Statement shall include all debits and credits made thru the last day of the calendar month.
 - 2. Checks shall be arranged in ascending numerical order upon their return to the City. If actual checks are returned they shall accompany the statement. ~~If images of checks are returned to the City the image must show front and back,~~ the Depository shall safe keep the actual checks for a period of time and the depository shall provide to the City the proprietary software for retrieval and viewing of the check image if the City does not currently have the capability.
- H. Positive Pay shall provide positive pay reconciliation services, where the bank electronically compares each check presented for payment against the database provided by the City. Each responding Depository must state their policies for notification of exceptions.
- I. Resource Personnel shall be identified and updated by the Depository of who is available to the City to answer questions and assist with correcting problems or concerns with the account. Please provide biographies of such personnel, contact information, and their back-ups. The Depository shall be responsible for communicating the terms of this contract to their employees.

- J. Account Analysis Statements shall be prepared each month by the Depository and shall clearly show volume counts, fees charged (as set forth on the Bid Form), and total prices for services on the account. The account analysis shall also show average ledger balances, interest rates, and earning credit rate and amounts. Fees charged to the City are not subject to change for the length of this contract. Account analysis statements should include any safekeeping fees charged to the City and should not be deducted from each security settlement.

VI. Investment Activities

- A. Portfolio Management activities shall be handled by the City. The Depository shall be included in the bidding process as deemed appropriate in accordance with the City's Investment Policy.
- B. Investment Safekeeping shall employ the Depository as a transfer agent for some or all security transactions undertaken by the City. All such transfers shall be executed delivery versus payment, that is the Depository or the Federal Reserve Bank shall not make payment until the security is received.
- C. Reports of safekeeping confirmations for all City security transactions will be issued and mailed to the City within two (2) business days after settlement. A monthly report listing all City securities held in safekeeping will be mailed to the City at the end of each month.
- D. Certificates of Deposits (CD) may be an investment option for the City. The Depository shall agree to accept deposits from the City for investment purposes in the form of certificates of deposits in varying amounts and maturities at rates determined by the depository's competitive bid. CD must be fully insured by the FDIC or collateralized by fully guaranteed Federal Obligations that are pledged to the City and that have a market value equal to or greater than that of the CD for the life of the CD.

VII. Collateral Requirements

- A. Security shall be pledged by the Depository as security for the deposits of the City in an amount equal to the largest total balance of the City's account, less the amount coverage provided by the FDIC. If securities comprise the pledge of security, they shall be valued at par or market, whichever is lower.
- B. Eligible Collateral shall be at least 105% of combined City balances.
1. Those securities identified in the Public Funds Investment Act as eligible investments for both CD's and City deposits. The City must approve all securities pledged and reserves the right to accept or not accept the securities to be pledged as collateral. Repurchase agreements are not acceptable as collateral to the City. The City shall accept the following securities as collateral:
 - a. United States Treasury notes, bills, bonds, or obligations fully and unconditionally guaranteed as to principal and interest by

the full faith and credit of the United States;

- b. Obligations of the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation or Federal National Mortgage Association;
- c. FDIC coverage; and
- d. Bonds of the State of Texas or of a county, city, and other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of 10 years or less.

e. If securities are pledged for collateral:

1) Collateral Security Safekeeping must be held by a third party financial institution pursuant to a safekeeping agreement signed by the Depository and the City.

Delete

~~2) Original Copy of Security Receipt must be filed with the City's Finance Office.~~

3) Reporting Requirement shall be that the Depository provides to the City a report of securities pledged at the end of each month or at any time requested by the City's Finance Director or a designated representative. This report should reflect the following information at the end of each month:

- i. Total pledged securities itemized by:
- ii. Name,
- iii. Type/ Description/ CUSIP Number,
- iv. Par Value,
- v. Market Value,
- vi. Maturity Date, and
- vii. Rating from nationally recognized rating agency (if applicable).

2. A letter of credit from the Federal Home Loan Bank) or comparable entity, or

C. Charges for Pledge Security shall be paid by the depository.

Delete

~~D. Collateral Substitutions of the securities or reductions in the total amount pledged may be made only with written authorization by the City's Finance Director or authorized representative.~~

E. Audit of collateral may be performed at least annually by the City's independent auditors and may be audited by the City at any time during normal business hours.

VIII. Other Services

- A. Supplies needed by the City include but are not limited to:
 - 1. 3 Locking Bank Bags and/or Security Sealing Depository Bags, and
 - 2. Deposit Slips.
- B. Sweep Accounts have not been used by the City in the past; however, the City does have an interest in the possibility of using overnight sweep activities within the City's Investment Policy guidelines. Please provide the capability of your Depository to provide this service, the options available, current sweep account interest rates, and the pricing of this service.

IX. Other Stipulations

- A. Regulation Notices of any changes in Federal or State laws that would affect the depository agreement need to be communicated in writing by the Depository to the City within ten (10) days of such change.
- B. Right to Cancel Contract shall be retained by the City in the event it would be ruled illegal under the provision of any Federal Statute or regulation for the Depository to pay interest in the manner outlined in this RFP.
- C. Right to Review shall be retained by the City whereas the City may require a meeting with the Depository and the City to evaluate the working relationship between the two parties.
- D. Right to Audit shall be retained by the City to allow the City Staff or City Independent Auditors to audit or review the City's Account(s) during normal business hours.
- E. Merger of the Depository, notwithstanding any other provision of this agreement, which may be to the contrary, shall not affect this agreement and the respective rights and obligations of the parties here under.
- F. Depository Errors resulting in lost interest to the City will be reimbursed by the Depository to the City at the amount that would have been earned had the error not occurred.
- G. Right to Terminate the terms of this contract shall be retained by the City should the Depository fail, close, or be forced into reorganization during the term of this contract and the Depository has not corrected, to the City's satisfaction within ten (10) business days of written notification by the City, failure to perform services as agreed to in the RFP.
- H. Contract not Exclusive This banking services request is for the primary depository for the public funds of the City, but the City reserves the right to establish banking accounts and other banking relationships from time to time with other banks.

EXHIBIT A – Depository Proposal Form

1. Funds Schedule and Deadlines - Please list your Depository's various activity deadlines (Important Criteria #2):

Description of Activity	Deadline
<i>Example: ACH Initiation</i>	<i>2:00 p.m. Business Day Prior to Transaction</i>
Credit Posting	6:00 pm
Debit Posting	6:00 pm
Wire Transfer Acceptance	4:00 pm
Wire Transfer Initiation	2:00 pm
ACH Acceptance	5:30 pm
ACH Initiation	4:00 pm
Direct Deposit Payroll Transfer	4:00 pm Business Day Prior to Transaction
Utility Billing Draft	4:00 pm Business Day Prior to Transaction
Other:	
Positive Pay	3:00 pm

2. What is the earnings rate and please explain your Depository's Policy and Methodology used in setting of the earnings credit rate (Important Criteria #1):

The depository will offer options for interest to be paid on accounts with a minimum balance of \$1,000.00 of fixed rate or variable rate or for term of contract.

Option 1: Fixed Rate 1.50%

Option 2: Variable Rate 13 week U S Treasury Bill minus 1.00%

3. Does your depository offer a fixed or higher rate of interest if the City agrees to maintain a specified balance? (Important Criteria #1) Please explain:

No

4. Provide the name, hours of operation, and location of the depository:

First National Bank in Port Lavaca

1101 South HWY 35 Bypass Port Lavaca

Lobby 9:00 am to 2:00 pm (M-F)

Mini Bank & Drive In 7:30 am to 6:00 PM (M-F) 9:00 am to 12:00 pm (Sat)

5. Provide the name, hours of operation, and location of the disbursement bank which would be handling the City's checks (Critical Criteria):

First National Bank in Port Lavaca

1101 South HWY 35 Bypass Port Lavaca

(M-F)

(Sat)

Lobby 9:00 am to 2:00 pm

Mini Bank & Drive In 7:30 am to 6:00 pm 9:00 am to 12:00 pm

6. Please specify the days during the year on which the depository is closed for receiving deposits and clearing checks (Important Criteria):

All Federal Holidays

7. Does the bank have an established maximum dollar value limit, which may not be exceeded by an individual check? Are there any other restrictions regarding individual check amounts (Critical Criteria)?

No

8. How long are stop payment orders effective? Does the bank offer automatic stop payment with Internet banking (Critical Criteria)?

Checks: 6 months

ACH: no expiration date

Banks does offer stop payment on Internet Banking (Signed Stop Payment form must be received within 14 days)

9. State whether the bank would offer any type of special checking, money market, loan account, or any other incentive for City employees (Important Criteria):

No

10. Does the Depository offer any type of sweep account where excess City funds could be invested at a higher rate than in the checking account (Important Criteria)? Please explain the parameters and interest earnings of such an account:

No

11. What branch is closest to City Hall for daily deposits and business transactions (Required Criteria)?

1101 South HWY 35 Bypass

Port Lavaca

12. Does the Depository have any significant problems noted by regulatory agencies in the past 24 months (Critical Criteria)? If "yes", please explain:

No

13. Please list the Depository's capital to assets and return on asset ratios for the last two years (Required Criteria #4 along with Required Attachments):

	2020	2021
Capital/Asset Ratio	10.76%	9.36%
Return on Assets Ratio	1.17%	1.04%

14. Please provide a short summary of your financial institution's profile, where it is headquartered, main bank representative(s) who will be the City's point of contact. (Critical Criteria):

First National Bank in Port Lavaca is a locally own community bank.

The banks main office is located in Port Lavaca and has been doing business in Calhoun for over 64 years.

The City's main contact are Edward Gonzales & Lisa Rodgers for Cash Management.

15. Please list any further important information regarding your institutions financial strength which may include debt ratings, loan loss reserves, etc. (Critical Criteria):

See Attached Financial Statement

16. Please list any further important information regarding your institution's strength which may include debt ratings, loan loss reserves, etc... (Critical Criteria)

17. The City does not intend to have a net overdraft position throughout the course of the contract. An overdraft is defined as a negative demand balance in the City account at the end of the day. Should an overdraft occur what are the maximum days the overdraft will be allowed: 2 ? The maximum of the net overdraft to be allowed: \$.00 . The interest rate charged for overdrafts would be .00% per annum computed on an actual day basis for the days and amount of the overdraft. (Critical Criteria)

18. Describe the implementation plan/process you would recommend the City follow if your Depository is chosen by City Council for implementation of contract (Critical Criteria):

First National Bank in Port Lavaca is current depository, so no
implmentation plan would be required.

19. Please list other Municipal Governments in Calhoun County who the City can call for recommendations (please give name, title, and contact number):

<u>City of Seadrift</u>	<u>City of Point Comfort</u>
<u>Gabrieal Torres, Secetary</u>	<u>Robby Ignacio Silva</u>
<u>361-785-2051</u>	<u>361-987-2661</u>

20. Is your Depository able to meet the legal qualifications and terms and conditions specified in this RFP (Required Criteria # 1):

Yes

21. Is your Depository able to provide sufficient collateral for deposit as described within the RFP and list type you propose? Yes

22. Is your Depository able to provide the security clearance and safekeeping procedures described in this RFP? Yes

23. Services and Fees Chart (Critical Criteria #1 & #2 and Important Criteria #6)

Service	Estimated Monthly Volume	Unit Price	Extended Estimated Monthly Charges
On-line Account Maintenance View 4 accts	Daily		
Statements rendered for 4 operating accts.	4		
Average Daily Balance	\$8.0 to \$9.0 million		
Account Analysis Statement 4 accts	Monthly		
Are online reports exportable to excel?	Yes or No (circle one)		
Daily Manual Deposits each business day with 1 to 5 deposit slips in each lock bag	Daily		
Credits Posted/Debits Posted	500		
On US Deposited Items			
Total Deposited Items	250		
Night Drop Box Deposit	0	15.00	6 Bags @ no cost per any additional
Incoming/Outgoing Wires	5	2.00 10.00	Incoming Outgoing
Positive Pay for 3 accounts	350		See Attachment
ACH Return Items	2	2.00	
ACH Incoming credits/debits	200		
Return Items/Reclear Items	3		
ACH Blocking/Fraud Prevention			
ACH Filtering			
ACH Origination Items	650		
Stop Payments	2	30.00	
Sorted Checks	(please circle if physical or image)		
How long are check/deposit images kept online?	7 years		
Customer Service hours/staffing/physical/location	8:00 am to 4:00pm 9 employees Port Lavaca Location		
Value of Pledged Collateral of total combined City Balances (must be at least 102%)			
*OTHER SERVICE FEES	See Attachment		
Total Estimated Monthly Charge			\$



Overview

Accounts ▾

Bills & Payments

Move Money ▾

Cash Management ▾

All Accounts ▾

Search by account



Sort By Account Number ▾

Checking ▴▾

Available

Account Balance

PAYROLL

*3110 ⓘ

\$ [REDACTED]

\$ [REDACTED] ▾

POOLED CASH

*3129 ⓘ

\$ [REDACTED]

\$ [REDACTED] ▾

FIREMAN'S RETIREMENT

*3137 ⓘ

\$ [REDACTED]

\$ [REDACTED] ▾

Checking

*3145 ⓘ

\$ [REDACTED]

\$ [REDACTED] ▾

Flip Flop

*4125 ⓘ

\$ [REDACTED]

\$ [REDACTED] ▾

TOTAL

\$ [REDACTED]

\$ [REDACTED]

PAYROLL
3110 More Details

\$ [REDACTED] \$ [REDACTED]
● Account Balance ● Available Balance
as of 7/25/2022 2:51 PM

Activity Cards Alerts Statements Stop check payment Future view

Transfer In Transfer Out

Find transaction Q 06/25/2022-08/01/2022
More options

View Report Download View All

Date ▾	Description ▾ 	View All 	Category ▾		Debit ▾	Credit ▾	Balance
07/25/2022	Pending: Miscellaneous Debit # 17993				[REDACTED]		[REDACTED]
07/22/2022	Daily Ledger Balance						[REDACTED]
07/22/2022	Check # 17992		Select one ▾	▾	[REDACTED]		[REDACTED]
07/22/2022	Check # 17991		Select one ▾	▾	[REDACTED]		[REDACTED]
07/22/2022	Check # 17987		Select one ▾	▾	[REDACTED]		[REDACTED]
07/22/2022	Check # 17994		Select one ▾	▾	[REDACTED]		[REDACTED]
07/22/2022	ONLINE TRF PAYROLL DD /PAYROLL DD -CITY OF PORT LAVACA		Select one ▾	▾	[REDACTED]		[REDACTED]
07/21/2022	Daily Ledger Balance						[REDACTED]

Transfers

Schedule Single Transfer

From:

POOLED CASH Checking *3129

Balance: \$

To:

PAYROLL Checking *3110

Balance: \$

Transfer Description:

Amount:

\$ 0.00

Frequency:

One-Time

Period:

Once

Scheduled Date:

07/25/2022

(MM/DD/YYYY)

Recurring Until:

☐ Create transfer receipt after this transfer is submitted

Cut-off Time: 8:00 pm CDT

Transfer

Pending Transfers

No pending transfers

Recent Transfers

No recent transfers

[View Transfer History>](#)

FIRST NATIONAL BANK IN PORT LAVACA**Internet Banking and Bill Payment Agreement**

Effective Date: November 26, 2019

Internet Banking Department:

(361) 552-6726 or (800) 505-2265
 1101 Hwy 35 By-Pass S
 Port Lavaca, Texas 77979
 info@fnbportlavaca.com

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

1. Scope of this Agreement

This Agreement between you and First National Bank in Port Lavaca, 1101 Hwy 35 By-Pass S, Port Lavaca, Texas 77979 governs your use of our Internet Banking and Bill Payment services (the "Service"). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement.

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below in Section 4. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

If you need a paper copy of this Agreement, please contact our Internet Banking Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

3. Definitions

Access ID – means an Access Identification Code used to access the Internet Banking Service.

ACH Origination - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

Affiliates- means a company related by common ownership or control

Agreement - means these terms and conditions of the Internet Banking and Bill Payment services.

Authorized User - is any individual, Consumer, agent, or Sub-User, Sub-User Administrator, Focus Customer or Business Customer whom you allow to use the Service or your Passcode or other means to access your Eligible Account(s).

Bill Payment Service Provider – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, CheckFree Services Corporation.

Biller – is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

Billing Account - is the checking account from which all Service fees will be automatically debited.

Business Day - is every Monday through Friday, excluding Federal Reserve holidays.

Business Customer - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

Business Day Cutoff - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Central Standard Time. For posting purposes, we will process all online transactions completed by 4 p.m. on the same Business Day. Transactions completed after 4 p.m. will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

Consumer – Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

Due Date - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

Eligible Accounts –An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Focus Customer – individual who initially enrolls on behalf of a Business Customer. The Focus Customer is an individual who is both an authorized signer on an eligible Business Customer account and has been given the authority to establish and manage Sub-User access to the Internet Banking Service. The Focus Customer is considered to have full authority to act on behalf of the Business Customer and any other authorized signers. A Focus Customer can designate and remove Sub-Users and may assign certain administrative rights to a Sub-User.

Joint Accounts – an Eligible Account that is added to the Service which is jointly held or has multiple signers.

Laser Draft Payment – is a payment method similar to a check written by you on your Payment Account. Billers should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds remitted to the Biller are

deducted from your Payment Account when the Laser Draft is presented to this Financial Institution for payment. As a result, neither this Financial Institution nor its Service Provider(s) can control when your Payment Account will be debited for a Laser Draft Payment.

Passcode - means your password that is known solely by you and not by this Financial Institution or our Service Providers that you use to access the Internet Banking Service.

Payment Account - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

Payment Instructions- is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

Scheduled Payment - is a Bill Payment that has been scheduled through the Service but has not begun processing.

Scheduled Payment Date - is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited (other than Laser Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Service – means the Internet Banking, Bill Payment and Delivery services offered by First National Bank in Port Lavaca through its Service Providers.

Service Guarantee – the amount this Financial Institution's Service Providers will bear responsibility for in accordance with the terms and conditions of this Agreement should a Bill Payment post after its Due Date.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking, Bill Payment, and electronic Bill Delivery services.

Sub-User - means an Authorized User who has been assigned access to a Business Customer's Eligible Account by a Sub-User Administrator. Sub-Users may be granted full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

Sub-User Administrator – refers to an administrative user available only to Business Customers. A Sub-User Administrator may administer and assign access rights to Sub-Users.

you and your – As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the eligible accounts, Business Customer, Focus Customer, Sub-User Administrator as well as any Authorized Users or Sub-Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

we, us, or our – As used within this Agreement, refer to First National Bank in Port Lavaca and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that First National Bank in Port Lavaca may involve in the provision of the Service.

4. Prerequisites for Enrolling in the Internet Banking Service

In order to enroll in the Internet Banking Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be at least 18 years of age
- If you enroll for our bill payment services, you must also be a resident of the United States or its possessions.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128 bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Some features of the Internet Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in the Internet Banking Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Internet Banking Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that impact your ability to access the Internet Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

5. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements
- Deposit account disclosures
- Notices regarding changes in account terms and fees
- Privacy notices

The equipment necessary for accessing these types of disclosures electronically is described above in Section 3.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE INTERNET BANKING SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to PO Drawer 7, Port Lavaca, Texas 77979, or
- Sending us a secure message through the Internet Banking Service, or
- By contacting us at this phone number: : (361) 552-6726 or (800) 505-2265

If you send us a secure message through the Internet Banking Service or write us a letter, please be sure to identify yourself and the applicable accounts.

As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can "opt-out" of electronic delivery on the "Statements" page within the Internet Banking Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply. (NOTE: some accounts require e-statement for which you cannot "opt-out")

If you enroll for e-statements and then later close your accounts with First National Bank in Port Lavaca, your access to the Internet banking Service will also be terminated. You may request paper copies of historical statements at the address listed above.

You should print or save a copy of all disclosures delivered electronically. Internet banking customers may request paper copies of disclosures such as this Internet Banking Agreement free of charge.

6. Basic Internet Banking Services

The basic features currently available through the Service include:

- Up to 24 months of complete Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Copies of monthly Account Statements
- Transfers between your accounts at this Financial Institution
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan balances
- Payments to loans at this Financial Institution
- Stop payments on checks that you have written
- Transaction downloads

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our Internet Banking Department or sending us a secure message through the Service. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

7. Other Basic Internet Banking Features

(A) Stop Payment Feature

The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. This feature is accessible in the "User Services" menu of the Internet Banking Service and provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our Internet Banking Department directly via telephone or in person.

The stop payment feature within the Service should NOT be used to cancel transfers and Bill Payments.

There is typically a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at (361) 552-6726 or (800) 505-2265. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available in within the Service.

(B) Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services

Additional features within the Service include: secure emails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure email to this Financial Institution. Generally, requests received through the

Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Department.

In addition, in the User's Services menu, you can request Bill Payment services and the addition/ removal of Linked Accounts. The secure file transfer feature within the Service provides a means for you to forward files to this institution in a secure manner. There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

8. Commercial Internet Banking Services

Additional online features are currently available for Business Customers. These features may be subject to additional terms and conditions.

- ACH Credit and Debit Origination
- Wire Transfer Requests
- Direct Deposit Originations
- EFTPS (Electronic Federal Tax Payment System)
- NACHA File Imports
- Balance Reporting
- Sub-User Administration

We may add or remove certain features and/or functionality from time-to-time. Business Customers interested in these services should contact us for additional information.

9. Fees

Basic Internet Banking Service: (view balances and account transfers) – No charge

Bill Payment Fees:

Consumers & Business Basic Plus: Bill Payment accounts have a monthly flat fee of \$5 per month, which includes unlimited Bill Payments per month on each account that has enabled this service.

Business Deluxe: Cash Management and one full Access ID - \$25 per month

For Business Customers, additional charges may apply for services such as: ACH Origination, EFTPS, Wire Transfers, or Nacha File Imports. These fees may vary and are subject to separate agreements.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Internet Banking Service was used during the billing cycle.

Business Customer Sub-User Fees:

There will be a charge for each additional Sub-User of a flat fee of \$2 each per month. Sub-Users are controlled by the business customer with privileges of; view, transfer to or full.

Checking & Savings Statement Fees:

E-Statements through Internet Banking Services are free to print and/or save as a PDF. There will be a charge of \$5 per account, if you choose to have the bank print the monthly/quarterly statement.

10. Enrollment Process

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking Department will verify the information you submit for accuracy and proper authorizations. In about 3 to 4 days, you will receive a letter in the mail about your online banking application. You may begin using the Service only after receipt of this information in the mail and identity has been verified. In about 1 week you will receive an email explaining that your account has been activated or declined.

Business Customers interested in the commercial features of the Service should contact us directly at (361) 552-6726 or (800) 505-2265 or you may send us a secure message through the Service.

Once you enroll in the Internet Banking Service, there is no additional enrollment process to utilize a mobile device

11. Linked Accounts

When you first enroll for the Basic Internet Banking Service we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at (361) 552-6726 or (800) 505-2265 or send us a secure email message through the Service.

With the exception of sole proprietors, Business Customers may link personal Consumer accounts to the Service.

If the Eligible Accounts added to the Service are jointly held or have multiple signers you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service.

If joint account holders use individual Access IDs, the Service may be identified separately and you will be charged for the use of additional Access IDs. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service

12. Signature Requirements

When any online transfer, ACH, wire transfer request or other Payment Instruction is initiated through the Internet Banking Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Internet Banking Service. If your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Internet Banking Service

Authorized Users of Business Customers that may be assigned payment or transactional capabilities through the Internet Banking Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each Linked Account, the Business Customer account owner(s) has the obligation to inform Institution of the new individual or individuals with such authority. Such notice must be given to FI by calling us at (361) 552-6726 or (800) 505-2265. You may also write us at:

PO Drawer 7, Port Lavaca, Texas 7797

13. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

14. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 4 p.m. for transfers scheduled to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transfer anytime before 4 p.m. on the Business Day before the scheduled transfer date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

If you need to edit a pending or approved transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

Separate agreements with Business Customers will detail the required time-frames for submitting and making changes to ACH transactions.

15. Canceling or Changing Wire Transfer Requests

Business Customers may be authorized for online wire transfer services. In these situations, separate agreements will detail wire transfer limits and the required time-frames for submitting and making changes to these types of transaction requests.

If you have been approved for wire transfers, you may edit or delete these types of transactions prior to "approving" the transactions. You may only edit or "unapproved" a pending wire request or ACH batch transaction prior to the scheduled payment or settlement date.

When a wire transfer request is approved for the current date, it is transmitted to us immediately for processing. If a change is necessary, you must contact us **immediately**; in these situations, we may not have sufficient time to stop transaction from further processing.

Outgoing wire transfer request cut-off time is 2 p.m.

16. Transaction Limitations

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement period. Online account transfers and bill payments are counted toward the six permitted monthly transfers. Please refer to your original account agreement for excessive activity fees that may apply. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking, therefore this financial institution currently limits the Bill Payment Service to only Checking Accounts.

17. Bill Payment Terms and Conditions

(A) Bill Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

(B) The Bill Payment Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, this Financial Institution and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

(C) Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the

Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

(D) Payment Methods

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a Laser Draft Payment.

(E) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

(F) Bill Payment Stop Payment Requests

You may cancel or edit a Scheduled Payment up until the time that payment processing begins. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a payment, it cannot be cancelled or edited and a stop payment request must be submitted.

We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any Bill Payment that has already been processed, you must contact our Customer Service department immediately at (361) 552-6726 or (800) 505-2265.

We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized EFTs.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

(G) Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

(H) Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request

a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

(I) Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service. Payments to Internet gambling sites are also prohibited through the Service.

(J) Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall this Financial Institution or its Service Provider(s) be liable for any claims or damages resulting from you scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

(K) Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

(L) Failed Transactions

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
2. For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
3. You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
4. Our Service Provider is authorized to report the facts concerning the return to any credit- reporting agency.

18. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(A) Information Provided to the Biller

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

(B) Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(C) Notification

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(E) Non-Delivery of Electronic Bill(s)

You agree to hold harmless, this Financial Institution and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(F) Accuracy and Dispute of Electronic Bill

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

19. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service.

(A) Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our [privacy notice](#) for additional detail on disclosure of account information.

20. Internet Security

The Internet Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Internet Banking Service, our Internet Banking Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Internet Banking Service.

Access IDs and Passcodes - One of the main security features protecting the Internet Banking Service is the unique combination of your Access ID and Passcode. During the enrollment process, you will be asked to select a unique Access ID and Passcode. For security purposes, do not use your account number or social security number as your Access ID. Encryption and access controls are used to protect your Passcode within our database. If you need to reset your Passcode, you may use our online automated Passcode reset feature or you may contact this Institution for assistance.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is difficult to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Passcode safe.
- Memorize your Passcode and do **NOT** write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- Passcodes should not be shared with anyone, even Authorized Users.
- The "Help" link within the Internet Banking Service will offer tips on choosing a secure Passcode that you can remember.

When you enroll for the Internet Banking Service you agree to change your Passcode immediately if you suspect that your Passcode has been compromised. This can be done at any time from the "User Services" menu after you log on to the Internet Banking Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR ACCESS ID, PASSCODE, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR INTERNET BANKING DEPARTMENT IMMEDIATELY.

Encryption – The Internet Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Internet Banking Service. The Internet Banking Service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Internet Banking Service have been certified by a certificate authority to assure you that you are actually talking to the Internet Banking Service instead of someone pretending to be us. By clicking on the lock within the Internet Banking Service, you can view the certificate to ensure it's valid.

Cookies - During your use of the Internet Banking Service, our Internet banking Service Provider will pass an encrypted *session cookie* to your computer that enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. You must accept this cookie to use the Internet Banking Service. The *session cookie* is stored on your computer's hard-drive, identifying your computer while you are logged on. The *session cookie* does not contain any personal information. When you log off, close your browser, or turn off your machine, the *session cookie* will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Internet Banking Service.

Multi-Level Authentication - We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

21. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet café or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send online banking users security related notices or reminders; it is your responsibility to read all security notices.

22. Protecting Your Passcode

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Passcode or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Internet Banking Service using a valid Access ID and Passcode, including those situations when your Access ID and Passcode are obtained due to compromise to your computer. If you permit other persons to use the Internet Banking Service with your Passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Internet Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling (361) 552-6726 or (800) 505-2265 during customer service hours. You can also contact us by sending a secure message through the Internet Banking Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE INTERNET BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Passcode change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

23. Our Liability for Failure to Complete Transactions

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment

Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

24. Documentation and Verification of Payments and Transfers

Information regarding Internet Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

25. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

(A) Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at (361) 552-6726 or (800) 505-2265 during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at PO Drawer 7, Port Lavaca, Texas 77979

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s), and Access ID;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

(B) Consumer Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If customers who are Consumers tell us within two (2) Business Days after you discover your Passcode, Access ID used or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Passcode, Access ID or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

26. Provisions Applicable Only to Business Accounts

A. Protecting Your Account(s)

The Service will allow Business Customers to establish individual Access IDs, Passcodes and privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees may be assessed for each Access ID or Sub-User that is established.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.

As a security measure, Business Customers should evaluate and implement the dual control features within the Service for ACH Origination and wire transfers.

B. Sub-User Administration

Sub-User Administration is an optional service for Business Customers that may be activated at any time after your initial enrollment. The Business Customer shall be solely responsible for designating both the Focus Customer and Sub-User Administrator.

A Sub-User Administrator may further authorize other individual Sub-Users who may be granted full or limited online access to the Eligible Accounts, and may also be granted full or limited access to originate ACH transactions and/or wire transfers. Dual control should be established to help regulate the actions of multiple Sub-Users.

For security and auditing purposes, each Sub-User should be assigned separate Access IDs and Passcodes. All cash management activity is tracked at the Focus Customer level and is viewable by both the Sub-User originator and Focus Customer in the online history. Internal transfers are tracked for each Access ID.

A Sub-User Administrator inherits the privileges assigned to the Focus Customer. Notwithstanding the foregoing, please note that a Sub-User Administrator has the ability to remove, change or otherwise alter the restrictions or limits placed upon their rights by the Focus Customer.

The Focus Customer or Sub-User Administrator will need to provide the Access ID and temporary Passcode to each new Sub-User. The temporary Passcode will be used to gain access to the Internet Banking Service initially. After the Sub-User's initial log on, they will be prompted to set up their own unique Passcode, known only to them, for future use of the Internet Banking Service.

Business Customer understands that there may be a charge for multiple Sub-Users. You agree to pay all such charges and authorize us to deduct such charges from your business account and any additional charges that may be incurred by you. Any fees associated with your standard business deposit account(s), as described in our fee schedule will continue to apply.

C. ACH Origination

Authorized Users of Business Customers who have been approved for ACH Origination privileges may edit, delete, or "un-approve" ACH transactions prior to the scheduled date for the transaction. Separate agreements will detail the required time-frames for submitting and making changes to ACH transactions.

If ACH batch transactions have been approved and submitted to us for processing, you must contact us immediately if any changes are necessary after the designated cut-off time. In these situations, we may not have sufficient time to stop the transactions from processing before the scheduled payment date.

D. Business Customer Liability

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS AND SUB-USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE INTERNET BANKING SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE INTERNET BANKING SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE INTERNET BANKING SERVICE OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT [FINANCIAL INSTITUTION NAME] AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSCODES SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSCODE IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSCODES MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSCODES OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSCODES ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALLY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE INTERNET BANKING SERVICE.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL

OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE INTERNET BANKING SERVICE USING A VALID ACCESS ID AND PASSCODE.

E. Commercially Reasonable Security Procedures

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE INTERNET BANKING SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID AND PASSCODE AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY THIS FINANCIAL INSTITUTION IN THE EVENT THAT YOUR USE OF THE INTERNET BANKING SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE INTERNET BANKING SERVICE. IF YOU FAIL TO NOTIFY THIS FINANCIAL INSTITUTION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE INTERNET BANKING SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

F. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at (361) 552-6726 OR (800) 505-2265 during customer service hours;

Write us at PO Drawer 7, Port Lavaca, Texas 77979

G. Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transaction, First National Bank in Port Lavaca will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

First National Bank in Port Lavaca and its Service Providers shall have no liability to you for any unauthorized transactions made using your Passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

H. Limitation of Institution Liability

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN FIRST NATIONAL BANK IN PORT LAVACA AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT WHERE FIRST NATIONAL BANK IN PORT LAVACA IS HEADQUARTERED FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST FIRST NATIONAL BANK IN PORT LAVACA AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

I. Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless First National Bank in Port Lavaca and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by First National Bank in Port Lavaca through the Internet Banking Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Internet Banking Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

27. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

28. Address, E-mail, or Payment Account Changes

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the User Services menu or by contacting our Internet Banking Department at (361) 552-6726 or (800) 505-2265.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

29. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Internet Banking Department or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 3 consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

30. Exclusions of Warranties and Limitation of Damages

THE INTERNET BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE INTERNET BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE INTERNET BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY

ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

THE FOREGOING SHALL CONSTITUTE FIRST NATIONAL BANK IN PORT LAVACA AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL FIRST NATIONAL BANK IN PORT LAVACA OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE INTERNET BANKING SERVICE.

31. No Unlawful or Prohibited Use

As a condition of using the Internet Banking Service, you represent and warrant to us that you will not use Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Internet Banking Service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

32. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

33. No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

34. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

35. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

36. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

37. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by First National Bank in Port Lavaca and/or is Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

38. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Texas, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

Proceed with Enrollment for the Service.

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)

If you click "cancel" you can still enroll at a later time. You will still be asked to accept the terms and conditions of this Agreement.

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

- (a) **Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.
- (b) **Criminal Histories. Pending and Resolved; Termination.** Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) **Voidable Contract.** Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C**RESPONDENT'S QUESTIONNAIRE**

1. **Respondent Information:** Provide the following information regarding the Respondent.
 (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: First National Bank in Port Lavaca
 (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 1101 South HWY 35 Bypass

City: Port Lavaca State: TX Zip Code: 77979

Telephone No.: 361-552-6726 Fax No: 361-552-8520

Social Security Number or Federal Employer Identification Number: 74-1296016

Texas Comptroller's Taxpayer Number, if applicable: 17412960167
 (NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- ☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- ☐ Partnership
- ☒ Corporation If checked, check one: ☒ For-Profit ☐ Nonprofit
 Also, check one: ☒ Domestic ☐ Foreign
- ☐ Other: If checked, list business structure: _____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Edward Gonzales

Address: 1101 South HWY 35 Bypass

City: Port Lavaca State: TX Zip Code: 77979

Telephone No.: 361-552-8523 Fax No: 361-552-8520

Email: egonzales@fnbportlavaca.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☒

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ☒ No ☐ If "Yes", list authorizations/licenses.

Office of The Comptroller of Currency

5. Where is the Respondent's corporate headquarters located? Port Lavaca

6. **Local Operation:** Does the Respondent have an office located in Calhoun County, Texas? Yes ☒ No ☐ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Calhoun County office?

Years 64 Months 9

b. State the number of full-time employees at the Calhoun County office. 34

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☒ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ☐ No ☒ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☒ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

REFERENCES - Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____
 Contact Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone No. _____ Fax No: _____
 Email: _____

Reference No. 2:

Firm/Company Name: _____
 Contact Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone No. _____ Fax No: _____
 Email: _____

Reference No. 3:

Firm/Company Name: _____
 Contact Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone No. _____ Fax No: _____
 Email: _____

Reference No. 4:

Firm/Company Name: _____
 Contact Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone No. _____ Fax No: _____
 Email: _____

FIRST NATIONAL BANK IN PORT LAVACA IS CURRENT DEPOSITORY.

ATTACHMENT D**LITIGATION DISCLOSURE**

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☒

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Port Lavaca or any other Federal, State or Local Government, or Private Entity?

Yes ☐ No ☒

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Port Lavaca or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐ No ☒

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Port Lavaca shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Port Lavaca.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Workers' Compensation 2. Employer's Liability	Statutory \$100,000 each accident	City to be provided a waiver of subrogation.
3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.	
5. Crime/Employee Dishonesty (including monies and securities)	\$250,000	
6. Indemnification Bond*	\$250,000	

*If applicable.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND ITS AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B.23, 84th Leg. Regular Session.</p> <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local government entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A vendor commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p>1) Name of person doing business with local governmental entity.</p> <p style="text-align: center; margin-left: 40px;">First National Bank in Port Lavaca</p>		
<p>2) <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3) Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">N/A</p> <p style="text-align: center; margin-left: 100px;">_____ Name of Officer</p>		
<p>4) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="margin-left: 40px;">A. Is the local government officer name in this section receiving or likely to receive taxable income from the other than investment income, from the vendor?</p> <p style="text-align: center; margin-left: 100px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local government entity?</p> <p style="text-align: center; margin-left: 100px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

ATTACHMENT J

- 5) Describe each employment or business relationship with the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

- 6) ☐ Check this box if the vendor has given the local government officer or a family member of the officer one more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7)  7/26/22
Signature of vendor doing business with the governmental entity Date

OTHER SERVICE FEES		
SERVICE	CHARGED	FEE
Non Sufficient Funds	Per Item	\$30.00
Cash Management	Per Month	\$50.00 (Basic)
	Per Token	Authentication Tokens maybe up to an additional \$75.00
Research		Standard Cost
Printed Checks		At Vendors Cost
Printed Deposit Slips		At Vendors Cost
Positive Pay:		
Online Banking		Cost to Bank to setup plus monthly fees charged to Bank
Core System		At no cost unless files is not received on time a there
		will be a \$30.00 penalty per file. If a file contains
		incorrect information there will be a \$30.00 penalty per
		file and there are multiply incorrect information a
		corrected file maybe requested

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

PORT LAVACA

City

TX 77979

State Zip Code

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2021 at 2:53 PM

Section VIII. Item #5.

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RI-1

Consolidated Report of Income

for the period January 1, 2020 – December 31, 2020

Schedule RI—Income Statement

Dollar Amounts in Thousands		RIAD	Amount	
1. Interest Income:				
a. Interest and fee income on loans:				
(1) Loans secured by real estate:				
(a) Loans secured by 1-4 family residential properties	4435		4,957	1.a.(1)(a)
(b) All other loans secured by real estate	4436		2,599	1.a.(1)(b)
(2) Commercial and industrial loans	4012		988	1.a.(2)
(3) Loans to individuals for household, family, and other personal expenditures:				
(a) Credit cards	B485		0	1.a.(3)(a)
(b) Other (Includes revolving credit plans other than credit cards, automobile loans, and other consumer loans)	B486		333	1.a.(3)(b)
(4) Not applicable				
(5) All other loans (1)	4058		85	1.a.(5)
(6) Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(5))	4010		8,962	1.a.(6)
b. Income from lease financing receivables	4065		0	1.b.
c. Interest income on balances due from depository institutions (2)	4115		109	1.c.
d. Interest and dividend income on securities:				
(1) U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities)	B488		798	1.d.(1)
(2) Mortgage-backed securities	B489		1,497	1.d.(2)
(3) All other securities (includes securities issued by states and political subdivisions in the U.S.)	4060		532	1.d.(3)
e. Not applicable				
f. Interest income on federal funds sold and securities purchased under agreements to resell	4020		1	1.f.
g. Other interest income	4518		17	1.g.
h. Total interest income (sum of items 1.a.(6) through 1.g.)	4107		11,916	1.h.
2. Interest expense:				
a. Interest on deposits:				
(1) Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts)	4508		459	2.a.(1)
(2) Nontransaction accounts:				
(a) Savings deposits (includes MMDAs)	0093		299	2.a.(2)(a)
(b) Time deposits of \$250,000 or less	HK03		437	2.a.(2)(b)
(c) Time deposits of more than \$250,000	HK04		224	2.a.(2)(c)
b. Expense of federal funds purchased and securities sold under agreements to repurchase	4180		0	2.b.
c. Other interest expense	GW44		0	2.c.
d. Not applicable				
e. Total interest expense (sum of items 2.a through 2.c)	4073		1,419	2.e.
3. Net interest income (item 1.h minus 2.e)	4074		10,497	3.
4. Provision for loan and lease losses(3)	JJ33		300	4.

(1) Includes interest and fee income on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."

(2) Includes interest income on time certificates of deposit not held for trading.

(3) Institutions that have adopted ASU 2016-13 should report in Item 4 the provisions for credit losses on all financial assets that fall within the scope of the standard.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2021 at 2:53 PM

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RI-2

Schedule RI—Continued

Dollar Amounts in Thousands	Year-to-date		
	RIAD	Amount	
5. Noninterest income:			
a. Income from fiduciary activities (1)	4070	108	5.a.
b. Service charges on deposit accounts	4080	469	5.b.
c. Not applicable			
d. (1) Fees and commissions from securities brokerage, investment banking, advisory, and underwriting activities	H173	0	5.d.(1)
(2) Income from insurance activities(2)	H174	0	5.d.(2)
e. Not applicable			
f. Net servicing fees	B492	0	5.f.
g. and h. Not applicable			
i. Net gains (losses) on sales of loans and leases	5416	0	5.i.
j. Net gains (losses) on sales of other real estate owned	5415	0	5.j.
k. Net gains (losses) on sales of other assets (3)	B496	0	5.k.
l. Other noninterest income*	B497	196	5.l.
m. Total noninterest income (sum of items 5.a through 5.l)		4079	773 5.m.
6. a. Realized gains (losses) on held-to-maturity securities		3521	0 6.a.
b. Realized gains (losses) on available-for-sale debt securities		3196	0 6.b.
7. Noninterest expense:			
a. Salaries and employee benefits	4135	3,497	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest)	4217	967	7.b.
c. (1) Goodwill impairment losses	C216	0	7.c.(1)
(2) Amortization expense and impairment losses for other intangible assets	C232	0	7.c.(2)
d. Other noninterest expense*	4092	1,291	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d)		4093	5,755 7.e.
8. a. Income (loss) before change in net unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e)	HT69	5,215	8.a.
b. Change in net unrealized holding gains (losses) on equity securities not held for trading (4)	HT70	0	8.b.
c. Income (loss) before applicable income taxes and discontinued operations (sum of items 8.a and 8.b)	4301	5,215	8.c.
9. Applicable income taxes (on item 8.c)	4302	1,019	9.
10. Income (loss) before discontinued operations (item 8.c minus item 9)	4300	4,196	10.
11. Discontinued operations, net of applicable income taxes*	FT28	0	11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11)	G104	4,196	12.
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (if net income, report as a positive value; if net loss, report as a negative value)	G103	0	13.
14. Net income (loss) attributable to bank (item 12 minus item 13)	4340	4,196	14.

* Describe on Schedule RI-E—Explanations.

(1) For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.

(2) Includes underwriting income from insurance and reinsurance activities.

(3) Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale debt securities.

(4) Item 8.b is to be completed by all institutions - See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

PORT LAVACA

City

TX 77979

State Zip Code

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2021 at 2:53 PM

Section VIII. Item #5.

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RC-1

Consolidated Report of Condition for Insured Banks and Savings Associations for December 31, 2020

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands

	RCON	Amount	
Assets			
1. Cash and balances due from depository institutions:			
a. Noninterest-bearing balances and currency and coin(1)	0081	2,389	1.a.
b. Interest-bearing balances(2)	0071	24,573	1.b.
2. Securities:			
a. Held-to-maturity securities (from Schedule RC-B, column A)(3)	J134	0	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D)	1773	146,448	2.b.
c. Equity securities with readily determinable fair values not held for trading (4)	JA22	0	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			
a. Federal funds sold	B987	200	3.a.
b. Securities purchased under agreements to resell(5, 6)	B989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			
a. Loans and leases held for sale	5369	0	4.a.
b. Loans and leases held for investment	B528	181,131	4.b.
c. LESS: Allowance for loan and lease losses(7)	3123	1,596	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c)	B529	179,535	4.d.
5. Trading assets	3545	0	5.
6. Premises and fixed assets (including capitalized leases)	2145	4,849	6.
7. Other real estate owned (from Schedule RC-M)	2150	0	7.
8. Investments in unconsolidated subsidiaries and associated companies	2130	0	8.
9. Direct and indirect investments in real estate ventures	3656	0	9.
10. Intangible assets (from Schedule RC-M)	2143	0	10.
11. Other assets (from Schedule RC-F)(6)	2160	1,945	11.
12. Total assets (sum of items 1 through 11)	2170	359,949	12.

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Institutions that have adopted ASU 2016-13 should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.

(4) Item 2.c is to be completed by all institutions - See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

(5) Includes all securities resale agreements, regardless of maturity.

(6) Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.

(7) Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2021 at 2:53 PM

Section VIII. Item #5.

Page 14a of 65

RC-2a

Schedule RC - Continued**Liabilities**

Dollar Amounts in Thousands			RCN	Amount	
13. Deposits:					
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)			2200	320,042	13.a.
(1) Noninterest-bearing(8)	6631	75,449			13.a.(1)
(2) Interest-bearing	6636	244,593			13.a.(2)
b. Not applicable					
14. Federal funds purchased and securities sold under agreements to repurchase:					
a. Federal funds purchased(9)			8993	0	14.a.
b. Securities sold under agreements to repurchase(10)			8995	0	14.b.
15. Trading liabilities			3548	0	15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)			3190	0	16.
17. and 18. Not applicable					
19. Subordinated notes and debentures(11)			3200	0	19.

(8) Includes noninterest-bearing demand, time, and savings deposits.

(9) Report overnight Federal Home Loan Bank advances in Schedule RC, Item 16, "Other borrowed money."

(10) Includes all securities repurchase agreements, regardless of maturity.

(11) Includes limited-life preferred stock and related surplus.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2021 at 2:53 PM

Section VIII. Item #5.

Page 15 of 65

RC-2

Schedule RC - Continued

	Dollar Amounts in Thousands		
	RCON	Amount	
Liabilities—continued			
20. Other liabilities (from Schedule RC-G)	2930	1,190	20.
21. Total liabilities (sum of Items 13 through 20)	2948	321,232	21.
22. Not applicable			
Equity Capital			
Bank Equity Capital			
23. Perpetual preferred stock and related surplus	3838	0	23.
24. Common stock	3230	4,800	24.
25. Surplus (exclude all surplus related to preferred stock)	3839	4,800	25.
26. a. Retained earnings	3632	28,822	26.a.
b. Accumulated other comprehensive income(1)	8530	3,295	26.b.
c. Other equity capital components (2)	A130	-3,000	26.c.
27. a. Total bank equity capital (sum of Items 23 through 26.c)	3210	38,717	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	3000	0	27.b.
28. Total equity capital (sum of Items 27.a and 27.b)	G105	38,717	28.
29. Total liabilities and equity capital (sum of Items 21 and 28)	3300	359,949	29.

Memoranda**To be reported with the March Report of Condition.**

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2019

RCON	Number
6724	N/A

M.1.

1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or the Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution

1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution

2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

3 = This number is not to be used.

4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)

5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)

6 = Review of the bank's financial statements by external auditors

7 = Compilation of the bank's financial statements by external auditors

8 = Other audit procedures (excluding tax preparation work)

9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format)

RCON	Date
8678	N/A

M.2.

(1) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

(2) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

PORT LAVACA

City

TX 77979

State Zip Code

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2022 at 10:46 AM

Section VIII. Item #5.

RI-1

Consolidated Report of Income

for the period January 1, 2021 – December 31, 2021

Schedule RI—Income Statement

Dollar Amounts in Thousands

	RIAD	Amount	
1. Interest income:			
a. Interest and fee income on loans:			
(1) Loans secured by real estate:			
(a) Loans secured by 1-4 family residential properties	4435	4,692	1.a.(1)(a)
(b) All other loans secured by real estate	4436	2,847	1.a.(1)(b)
(2) Commercial and Industrial loans	4012	1,014	1.a.(2)
(3) Loans to individuals for household, family, and other personal expenditures:			
(a) Credit cards	B485	0	1.a.(3)(a)
(b) Other (Includes revolving credit plans other than credit cards, automobile loans, and other consumer loans)	B486	323	1.a.(3)(b)
(4) Not applicable			
(5) All other loans (1)	4058	97	1.a.(5)
(6) Total Interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(5))	4010	8,973	1.a.(6)
b. Income from lease financing receivables	4065	0	1.b.
c. Interest income on balances due from depository institutions (2)	4115	46	1.c.
d. Interest and dividend income on securities:			
(1) U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities)	B488	650	1.d.(1)
(2) Mortgage-backed securities	B489	1,186	1.d.(2)
(3) All other securities (includes securities issued by states and political subdivisions in the U.S.)	4060	797	1.d.(3)
e. Not applicable			
f. Interest income on federal funds sold and securities purchased under agreements to resell	4020	0	1.f.
g. Other Interest income	4518	17	1.g.
h. Total Interest income (sum of items 1.a.(6) through 1.g)	4107	11,669	1.h.
2. Interest expense:			
a. Interest on deposits:			
(1) Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts)	4508	283	2.a.(1)
(2) Nontransaction accounts:			
(a) Savings deposits (Includes MMDAs)	0093	210	2.a.(2)(a)
(b) Time deposits of \$250,000 or less	HK03	205	2.a.(2)(b)
(c) Time deposits of more than \$250,000	HK04	139	2.a.(2)(c)
b. Expense of federal funds purchased and securities sold under agreements to repurchase	4180	0	2.b.
c. Other interest expense	GW44	0	2.c.
d. Not applicable			
e. Total Interest expense (sum of items 2.a through 2.c)	4073	837	2.e.
3. Net Interest Income (item 1.h minus 2.e)	4074	10,832	3.
4. Provision for loan and lease losses(3)	JJ33	130	4.

(1) Includes interest and fee income on "Loans to depository institutions and acceptances of other banks," "Loans to finance agricultural production and other loans to farmers," "Obligations (other than securities and leases) of states and political subdivisions in the U.S.," and "Loans to nondepository financial institutions and other loans."

(2) Includes Interest income on time certificates of deposit not held for trading.

(3) Institutions that have adopted ASU 2016-13 should report in item 4 the provisions for credit losses on all financial assets and off-balance-sheet credit exposures that fall within the scope of the standard.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2022 at 10:46 AM

Section VIII. Item #5.

RI-2

Schedule RI—Continued

Dollar Amounts in Thousands	Year-to-date		
	RIAD	Amount	
5. Noninterest income:			
a. Income from fiduciary activities (1)	4070	126	5.a.
b. Service charges on deposit accounts	4080	492	5.b.
c. Not applicable			
d. Income from securities-related and insurance activities:			
(1) Fees and commissions from securities brokerage, investment banking, advisory, and underwriting activities	HT73	0	5.d.(1)
(2) Income from Insurance activities(2)	HT74	0	5.d.(2)
e. Not applicable			
f. Net servicing fees	B492	0	5.f.
g. and h. Not applicable			
i. Net gains (losses) on sales of loans and leases	5416	0	5.i.
j. Net gains (losses) on sales of other real estate owned	5415	0	5.j.
k. Net gains (losses) on sales of other assets (3)	B496	0	5.k.
l. Other noninterest income*	B497	206	5.l.
m. Total noninterest income (sum of items 5.a through 5.l)		4079 824	5.m.
6. a. Realized gains (losses) on held-to-maturity securities		3521 0	6.a.
b. Realized gains (losses) on available-for-sale debt securities		3196 0	6.b.
7. Noninterest expense:			
a. Salaries and employee benefits	4135	3,943	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest)	4217	989	7.b.
c. (1) Goodwill Impairment losses	C216	0	7.c.(1)
(2) Amortization expense and impairment losses for other intangible assets	C232	0	7.c.(2)
d. Other noninterest expense*	4092	1,395	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d)		4093 6,327	7.e.
8. a. Income (loss) before change in net unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e)	HT69	5,199	8.a.
b. Change in net unrealized holding gains (losses) on equity securities not held for trading (4)	HT70	0	8.b.
c. Income (loss) before applicable income taxes and discontinued operations (sum of items 8.a and 8.b)	4301	5,199	8.c.
9. Applicable Income taxes (on item 8.c)	4302	999	9.
10. Income (loss) before discontinued operations (Item 8.c minus item 9)	4300	4,200	10.
11. Discontinued operations, net of applicable Income taxes*	FT28	0	11.
12. Net Income (loss) attributable to bank and noncontrolling (minority) Interests (sum of items 10 and 11)	G104	4,200	12.
13. LESS: Net income (loss) attributable to noncontrolling (minority) Interests (If net income, report as a positive value; if net loss, report as a negative value)	G103	0	13.
14. Net Income (loss) attributable to bank (item 12 minus item 13)	4340	4,200	14.

* Describe on Schedule RI-E—Explanations.

(1) For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.

(2) Includes underwriting income from insurance and reinsurance activities.

(3) Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale debt securities.

(4) Item 8.b is to be completed by all institutions - See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

PORT LAVACA

City

TX 77979

State Zip Code

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2022 at 10:46 AM

Section VIII. Item #5.

RC-1

Consolidated Report of Condition for Insured Banks and Savings Associations for December 31, 2021

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts In Thousands

	RCON	Amount	
Assets			
1. Cash and balances due from depository institutions:			
a. Noninterest-bearing balances and currency and coin(1)	0081	2,434	1.a.
b. Interest-bearing balances(2)	0071	27,834	1.b.
2. Securities:			
a. Held-to-maturity securities (from Schedule RC-B, column A)(3)	J134	0	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D)	1773	175,351	2.b.
c. Equity securities with readily determinable fair values not held for trading (4)	JA22	0	2.c.
3. Federal funds sold and securities purchased under agreements to resell:			
a. Federal funds sold	B987	200	3.a.
b. Securities purchased under agreements to resell(5, 6)	B989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			
a. Loans and leases held for sale	5369	0	4.a.
b. Loans and leases held for investment	B528	192,153	4.b.
c. LESS: Allowance for loan and lease losses(7)	3123	1,736	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c)	B529	190,417	4.d.
5. Trading assets	3545	0	5.
6. Premises and fixed assets (including capitalized leases)	2145	4,550	6.
7. Other real estate owned (from Schedule RC-M)	2150	0	7.
8. Investments in unconsolidated subsidiaries and associated companies	2130	0	8.
9. Direct and indirect investments in real estate ventures	3656	0	9.
10. Intangible assets (from Schedule RC-M)	2143	0	10.
11. Other assets (from Schedule RC-F)(6)	2160	2,248	11.
12. Total assets (sum of items 1 through 11)	2170	403,034	12.

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Institutions that have adopted ASU 2016-13 should report in Item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.

(4) Item 2.c is to be completed by all institutions - See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

(5) Includes all securities resale agreements, regardless of maturity.

(6) Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.

(7) Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2022 at 10:46 AM

Section VIII. Item #5.

RC-2a

Schedule RC - Continued**Liabilities**

Dollar Amounts In Thousands

			RCN	Amount	
13. Deposits:					
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)			2200	364,688	13.a.
(1) Noninterest-bearing(8)	6631	112,939			13.a.(1)
(2) Interest-bearing	6636	251,749			13.a.(2)
b. Not applicable					
14. Federal funds purchased and securities sold under agreements to repurchase:					
a. Federal funds purchased(9)			B993	0	14.a.
b. Securities sold under agreements to repurchase(10)			B995	0	14.b.
15. Trading liabilities			3548	0	15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)			3190	0	16.
17. and 18. Not applicable					
19. Subordinated notes and debentures(11)			3200	0	19.

(8) Includes noninterest-bearing demand, time, and savings deposits.

(9) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(10) Includes all securities repurchase agreements, regardless of maturity.

(11) Includes limited-life preferred stock and related surplus.

FIRST NATIONAL BANK IN PORT LAVACA

Legal Title of Bank

FDIC Certificate Number: 17811

Submitted to CDR on 1/27/2022 at 10:46 AM

Section VIII. Item #5.

RC-2

Schedule RC - Continued

Dollar Amounts in Thousands

	RCN	Amount	
Liabilities—continued			
20. Other liabilities (from Schedule RC-G)	2930	639	20.
21. Total liabilities (sum of items 13 through 20)	2948	365,327	21.
22. Not applicable			
Equity Capital			
Bank Equity Capital			
23. Perpetual preferred stock and related surplus	3838	0	23.
24. Common stock	3230	4,800	24.
25. Surplus (exclude all surplus related to preferred stock)	3839	4,800	25.
26. a. Retained earnings	3632	30,980	26.a.
b. Accumulated other comprehensive income(1)	8530	127	26.b.
c. Other equity capital components (2)	A130	-3,000	26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c)	3210	37,707	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	3000	0	27.b.
28. Total equity capital (sum of items 27.a and 27.b)	G105	37,707	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	3300	403,034	29.

Memoranda**To be reported with the March Report of Condition.**

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2020.

RCN	Number
6724	N/A

M.1.

1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or the Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution

1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution

2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

3 = This number is not to be used.

4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)

5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)

6 = Review of the bank's financial statements by external auditors

7 = Compilation of the bank's financial statements by external auditors

8 = Other audit procedures (excluding tax preparation work)

9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format)

RCN	Date
8678	N/A

M.2.

(1) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

(2) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

STATEMENT OF CONDITION

FIRST NATIONAL BANK

IN PORT LAVACA

at the close of business DECEMBER 31, 2021

RESOURCES

Cash and Due from Banks.....	30,268,685.71	
Securities.....	175,657,882.58	
Federal-Funds Sold.....	200,000.00	206,126,568.29
Loans.....		192,083,324.75
Bank Buildings, Furniture & Fixtures.....		4,549,808.28
Other Resources.....		1,889,871.03
TOTAL.....		404,649,572.35

LIABILITIES

Capital Stock.....	4,800,000.00
Certified Surplus.....	4,800,000.00
Undivided Profits.....	30,979,555.03
Unrealized Gain/Loss on AFS Securities.....	127,459.11
Treasury Stock.....	(3,000,000.00)
Other Liabilities and Reserves.....	2,254,636.53
Deposits.....	364,687,921.68
TOTAL.....	404,649,572.35

DIRECTORS

W. H. BAUER, JR.
Chairman of the Board

JOE D. BRETT
Agricultural

KEVIN CULLEN
Attorney

RICHARD T. CULLEN
President

J. C. MELCHER, JR.
Retailing

DAVID ROBERTS
Attorney

BLAN M. WILLOUGHBY
Investments

JACK WU
Vice President
Formosa Plastics

OFFICERS

W. H. BAUER JR.....	CHAIRMAN OF THE BOARD & TRUST OFFICER
RICHARD T. CULLEN.....	PRESIDENT & TRUST OFFICER
SHELIA DIERSCHKE.....	SR. VICE PRESIDENT & COMPTROLLER
KAREN G. CARAWAY.....	SR. VICE PRESIDENT
RICHARD W MCKINNEY.....	SR. VICE PRESIDENT
CARL (PJ) CRANE, JR.....	VICE PRESIDENT
THERESA GARZA.....	VICE PRESIDENT
JOHN KABELA, JR.....	VICE PRESIDENT
BOBBY MEEKS.....	VICE PRESIDENT
DAWN RAGUSIN.....	VICE PRESIDENT
LISA A. RODGERS.....	VICE PRESIDENT
CAROLYN WHITEHEAD.....	ASST. VICE PRESIDENT
EDWARD B. GONZALES.....	CASHIER
REBECCA DORSEY.....	ASST. CASHIER
CATHY EPLEY.....	ASST. CASHIER
NORMA MASEDA.....	ASST. CASHIER
SANDRA RABEAUX.....	ASST. CASHIER
LAURA WILLOUGHBY.....	ASST. CASHIER

ATTACHMENT H**VENDOR ACKNOWLEDGEMENT FORM****THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: First National Bank in Port Lavaca


Address of Principal Place of Business: 1101 South HWY 35 Bypass
Port Lavaca, TX

Phone/Fax of Principal Place of Business: 361-552-6726
361-552-8507

Address, Phone and Fax of Majority
 Owner Principal Place of Business: W.H. Bauer, Jr.
361-552-6726 (phone) 361-552-8507 (Fax)
Port Lavaca, TX

E-mail Address of Representative: tcullen@fnbportlavaca.com

Authorized Representative: _____


 Signature

7/26/22
 Date

Richard T Cullen

Printed Name

ATTACHMENT I

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	*Submittal Cover / Signature Sheet (RFP Attachment A)	✓
	Table of Contents	✓
	Executive Summary	✓
	Sample Screen Shots	✓
	Regulatory Compliance and Criminal History Warranty (Att. B)	✓
	Respondent Questionnaire (RFP Attachment C)	✓
	Litigation Disclosure (RFP Attachment D)	✓
	Proof of Insurability (Letter and Copy of Current Certificate of Insurance (Attachment E)	✓
	Experience, Background, Qualifications	✓
	Proposed Services	✓
	Indemnification Requirements (RFP Attachment F)	✓
	*Conflict of Interest Questionnaire (RFP Attachment G)	✓
	*Vender Acknowledgement Form (RFP Attachment H)	✓
	Proposal Checklist (RFP Attachment I)	✓
	One (1) Original and Four (4) Copies of Proposal and USB=5	✓

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-11-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 12 – Buildings and Building Regulations, Sec. 12-1 Construction Code Services: Fee Table 3 – Construction or Improvement of a Residential Dwelling) (Chapter 26 – Manufactured Housing and Recreational Vehicle Parks, Sec. 26-9 and 26-26) and providing an effective date. Presenter is Derrick Smith

INFORMATION:

ORDINANCE #G-11-22

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 Chapter(s) listed below and described in full in the attached Exhibit “A” marked in red/blue and/or highlighted in yellow or with a strike-through for deletions:

- Chapter 12: Buildings and Building Regulations
 - Sec. 12-1 Construction Code Services, Fee Table 3:
Construction or Improvement of a Residential Dwelling
- Chapter 26: Manufactured Housing and Recreational Vehicle Parks
 - Sec. 26-9 Fees associated with Manufactured Housing
 - Sec. 26-26 Fees associated with Recreational Vehicle Parks

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12th day of December, 2022.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of January, 2023.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of January, 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 Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

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

Plan Review Only

Plan review fee only

Per dwelling unit, a new plan for previously reviewed plan or Master Plan

\$200.00 per plan or per address

Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)

\$150.00 per plan or per address

Alterations/Additions/Improvements for Residential Construction

*Trade Permits**Fee*

Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar

\$100.00 per trade

Other project types not listed above

\$160.00 per trade

Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.

See Fee Table 2

~~*All fees billed upon issuance of the permit by the jurisdiction~~

Section Number	Subject	Fee Amount	Section VIII. Item #6.
	Plan review fees for all fire protective systems will be charged at the rate of ½ the permit fee with the exception of NEPA 13 and 13R sprinkler systems. Fees for sprinkler systems will be based on the number of heads per the following table:		
	1—100	\$300.00	
	101—200	\$375.00	
	201—300	\$500.00	
	301—400	\$650.00	
	401—500	\$750.00	
	Over 500	\$750 plus 50 per head	
	For hydraulically designed systems, multiply the fee by 2		
<i>Building moving fees.</i>			
12-21(3)	Moving less than 500 square feet	\$50.00	
12-21(3)	Moving more than 500 square feet	\$100.00	
12-21(7)	Building permit bond	\$50.00	
<i>Licensing and registration fees.</i>			
12-22(a)	<i>General Contractors</i>		
	Initial fee	\$100.00	
	Renewal fee	\$50.00	
	All general contractors license will expire on December 31 each year. Contractor's licenses that are expired for more than 30 days will be charged the initial fee of \$100.00		
12-22(b)	<i>Electrical Contractors and Electricians</i>		
	Registration fee H.B. No. 3329 Texas 85th Legislation, effective September 1, 2017	\$0.00	
12-22(c)	<i>Plumbing Contractors and Plumbers</i>		
	Registration fee	\$0.00	
	Plumbers shall register the same month their state licenses expire		
12-22(d)	<i>Irrigators</i>		
	Registration fee	\$50.00	
12-22(e)	<i>Mechanical Contractors</i>		

	Registration fee		Section VIII. Item #6.
	(Reference H.B. 871 Effective September 1, 2021) To prohibit a municipality from charging a registration fee to a person who holds a statewide air conditioning and refrigeration contractor license for the following: <ul style="list-style-type: none"> • work performed in the municipality; or • notice informing the municipality of the person's license. 		
	<i>Fire Safety Company</i>		
	Registration fee	\$50.00	
Building permit fees		\$0.20 per square foot for all structures	
Additional construction fees			
Demolition fees		All demolition is \$100.00	
Dump truck rental		\$100.00	

Electrical fees:	Permit Fee
General	
Appliances (220 volt)	\$2.50
Equipment (up to 5 kilowatts per kilowatt)	\$20.00
Equipment (6 kilowatts and over per kilowatt)	\$0.50
Light fixtures, receptacles and/or switches	\$0.50
Meter loop (200 amp)	\$15.00
Motor (up to 5 HP)	\$5.00
Motor (6 HP to 50 HP)	\$8.00
Motor (51 HP to 100 HP)	\$10.00
Motor (per HP greater than 100 HP)	\$0.25
Reconnect (all services)	\$20.00
Signs	\$15.00
Subpanels	\$15.00
Temporary pole	\$15.00
Transformers	\$15.00
X-ray machines	\$10.00
Total value of electrical project	Permit fee
Electrical fees:	
Electrical commercial construction	\$0.50 per square foot

Type of Plumbing Service	Permit Fee
<i>Plumbing fees:</i>	
<i>New single-family residential</i>	
Two bathrooms	\$65.00
Over two bathrooms	\$65.00, plus the per fixture rate from the list below
<i>Commercial and over two-bath residential</i>	
Plumbing fixture, floor drain, trap or gas fixture	\$4.00
House sewer (new, repair or replace)	\$7.00
Gas supply line (new, repair or replace)	\$7.00
Water heater or vent	\$7.00
Installation, alteration or repair of water piping and/or water treatment equipment	\$7.00
Replace or alteration of drainage or vent piping	\$7.00
<i>Vacuum breakers/ backflow prevention devices:</i>	
One to five devices	\$7.00
Over five devices, each	\$1.50
Reroute	\$75.00
<i>Mechanical fees:</i>	\$0.50 per square foot
<i>Heating, ventilating, ductwork, air-conditioning and refrigeration systems</i>	

Type of Residential Construction	Permit Fee
Electrical fees:	
Residential construction	
New single-family residential (up to 1,500 sq. ft. of living space)	\$70.00
New single-family residential (1,500 sq. ft. to 2,000 sq. ft. of living space)	\$90.00
New single-family residential (2,001 sq. ft. to 2,500 sq. ft. of living space)	\$100.00
New single-family residential (2,501 sq. ft. and greater sq. ft. of living space)	\$150.00
New single-family residential (one 200-amp meter loop per unit maximum)	
Residential remodel, repair or inspection	\$45.00
Meter loop or temporary pole	\$25.00

~~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:~~~~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	Section VIII. Item #6.
Each additional on the same site	\$50.00	
Re-inspection Fee:		
2nd and subsequent inspections	\$75.00	

CHAPTER 26- MANUFACTURED HOUSING AND RECREATIONAL VEHICLE PARKS

Section Number	Subject	Fee Amount
26-9	<i>Fees associated with manufactured housing:</i>	
	Housing park license	\$100.00
	RV parks	\$100.00
	Placement permit	\$50.00
	Plumbing, electrical, etc.	Set by ordinance
	Habitability inspection	\$100.00 plus travel expenses and mileage
26-26	<i>Fees associated with recreational vehicle parks:</i>	
	For parks from one (1) space to fifty (50) spaces:	
	License Fee \$250.00	\$250.00
	Annual Renewal \$100.00	\$100.00
	License Transfer \$50.00	\$50.00
	<i>For parks in excess of fifty (50) spaces:</i>	
	License Fee \$500.00	\$500
	Annual Renewal \$200.00	\$200
	License Transfer \$100.00	\$100

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-12-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 50 – Utilities, Sec. 50-67 Water User Rates; Sec. 50-122 to Sec. 50-123 Sewer Table Rates) and providing an effective date. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

DATE: 01.04.2023
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: Increase to Water and Sewer Base Rates

BACKGROUND:

- 1) In Year 1 of Undine's contract, the City is projected to pay \$397,925.86 more for water treatment than under the previous GBRA contract. (Recall this would have been a great deal more if we had stayed with GBRA and funded the debt service for the construction of a new water plant.)

There are currently 4,545 water accounts. To distribute this additional revenue needed equally among all accounts, just as is done for the GBRA Storage costs, this would result in a monthly increase to all base rates of \$7.30.
$$\$7.30 \times 12 \times 4545 = \$398,926$$

- 2) As we have discussed, we are going to have to use some of the Series 2022 CO Bond funds to pay for the costs of the Ground Storage Tank/HSPS project and the WWTP improvement project above what the ARPA grant funds will pay. At the first reading, we shared a spreadsheet showing the additional revenue per 4,545 rate payers needed to cover these Public Utility Fund costs over the life of the bonds (20 years), based upon the engineer's construction cost estimates. Since the first reading, we have received bids on the WWTP improvement project and the low bid is about \$300,000 less than the engineer's estimate. Using the low bid dollar amount the increase in the rates to cover the overage over the available ARPA funds is reduced to 38 cents per month for water and 21 cents per month for sewer.
- 3) As we discuss under another agenda item, the Public Utility Fund must borrow funds from the General Fund to pay for the 30% engineering design on the WWTP expansion. To reimburse these costs to the General Fund over the next year, requires an additional \$9.07/month per rate payer.

RECOMMENDATIONS:

Approve the second and final reading of an ordinance to increase the monthly Water Use Base Rate by \$7.68 (instead of \$7.84 in the 1st reading) and the Sewer Use Base by \$9.27 (instead of \$9.44 in the 1st reading). This is a total increase to the utility base rates of \$16.95 or 55.7 cents a day (instead of \$17.28 or 57 cents approved in the 1st reading). This will result in a new residential Base Water rate of \$24.68 and a new residential Base Sewer Rate of \$25.27.

ATTACHMENTS:

- Justification for Water and Sewer Rate increase (\$16.95 total)
- Updated Water Rate Comparison Chart – comparing rates with Bay City, Edna, Victoria, Rockport, Palacios and Ingleside
- Water User Rate and Sewer User Rates Ordinance

City of Port Lavaca
Justification for Water and Sewer Rate Increase

Bond Proceeds to Supplement ARPA/CLFRF Grant for GST and WWTP Improvements

Split between Water/WW	Project	Bond	5%		20 years	12 mos	Customers
	Cost	Funding	Interest	Total			4,545
Water	2,292,315.83	392,688.79	19,634.44	412,323.23	20,616.16	1,718.01	0.38
WWTP	1,252,125.00	214,497.26	10,724.86	225,222.12	11,261.11	938.43	0.21
	3,544,440.83	607,186.05	30,359.30	637,545.35			

Loan from General Fund to Public Utility Fund

WWTP Expansion	Total	1 Year	12 mos.	Customers
494,588.00	494,588.00	494,588.00	41,215.67	9.07

Increase in Water Rates from Undine Budget

TOTAL INCREASE TO MONTHLY BASE

Increase to Water	Increase to WW
0.38	0.21
7.30	9.07
7.68	9.27

\$	16.95
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WATER RATE COMPARISONS - UPDATED 01/04/2023

Note: All of the below listed comparison cities except Edna, base their water base rates upon meter size. We are not yet proposing that change until all of the new meters are in and we conduct a new rate study.

proposed for 2nd reading adopted 10.2022

Port Lavaca		Bay City		Edna	Victoria		Rockport		Palacios		Ingleside	
Note Port Lavaca is only defined by Res, Sm or Lrg Commercial, not meter size		Base Rate	Factor		Base Rate	Factor	Base Rate	Factor	Base Rate	Factor	Base Rate	Factor
	\$ 24.68 Wtr Res. Base			\$ 26.46								
*assume residential	\$ 24.68 Base 3/4"	\$ 27.31	1.0		\$ 18.21	1.0	\$ 21.11	1.0	\$ 18.00	1.0	\$ 24.37	1.0
*assume Small comm.	\$ 27.18 Base 1"	\$ 34.22	1.3		\$ 45.55	2.5	\$ 25.49	1.2	\$ 22.00	1.2	\$ 41.19	1.7
*assume Small comm.	\$ 27.18 Base 1.5"	\$ 68.33	2.5		\$ 91.07	5.0	\$ 47.22	2.2	\$ 42.00	2.3		
*assume Large comm.	\$ 44.68 Base 2"	\$ 109.35	4.0		\$ 145.72	8.0	\$ 73.32	3.5	\$ 67.00	3.7	\$ 153.25	6.3
*assume Large comm.	\$ 44.68 Base 3"	\$ 205.11	7.5		\$ 291.44	16.0	\$ 142.92	6.8	\$ 122.00	6.8	\$ 344.86	14.2
*assume Large comm.	\$ 44.68 Base 4"	\$ 342.22	12.5		\$ 455.37	25.0	\$ 221.23	10.5	\$ 202.00	11.2	\$ 612.99	25.2
*assume Large comm.	\$ 44.68 Base 6"	\$ 683.32	25.0		\$ 910.73	50.0	\$ 221.23	10.5	\$ 402.00	22.3	\$ 1,379.45	56.604
Usage Rates gal												
	\$ - 0-1500	\$ -		\$ -	\$ -		\$ -		\$ -		\$ 4.26	
	\$ - 0-2000	\$ -		\$ -	\$ -		\$ -		\$ -			
	\$ - 0-2500	\$ -		\$ -	\$ -		\$ -		\$ -			
	\$ - >2500	\$ -		\$ -	\$ -		\$ -		\$ -			
	\$ 4.78 1501-10000	\$ 2.04		\$ 3.08	\$ 2.25		\$ 5.66		\$ 4.00		\$ 4.59	
	\$ 5.26 2001-5000	\$ 3.57		\$ 3.08	\$ 2.25				\$ 5.00		\$ 4.59	
	\$ 5.26 5000-10000			\$ 3.08	\$ 2.50							
	\$ 5.26 10001-15000						\$ 6.63		\$ 6.00		\$ 5.22	
	\$ 5.26 10001-50000											
	\$ 5.26 15001-20000								\$ 7.00			
	\$ 5.26 >10000	\$ 4.50										
	\$ 5.26 >15000						\$ 7.53					
	\$ 5.26 >20000								\$ 7.75			
	\$ 5.97 >25000			\$ 3.08	\$ 3.15							
Usage Rates gal												
	\$ 25.27 Sewer Base Res	\$ 25.68		\$ 25.68								
	\$ 25.27 Base 3/4"	\$ 26.22	1.0		\$ 22.68	1.0	\$ 22.36		\$ 18.00	1.0	\$ 22.83	1.0
	\$ 25.27 Base 1" >	\$ 39.22	1.5		\$ 56.71	2.5	\$ 25.50		\$ 22.00	1.2	\$ 40.62	1.8
	\$ 27.02 Base 1.5"	\$ 74.29	2.8		\$ 113.44	5.0			\$ 42.00	2.3		
	\$ 27.02 Base 2"	\$ 116.15	4.4		\$ 181.48	8.0			\$ 67.00	3.7	\$ 162.27	7.1
	\$ 27.02 Base 3"	\$ 228.85	8.7		\$ 362.97	16.0			\$ 122.00	6.8	\$ 365.15	16.0
	\$ 27.02 Base 4"	\$ 425.50	16.2		\$ 567.13	25.0			\$ 202.00	11.2	\$ 649.06	28.4
	\$ 27.02 Base 6"	\$ 880.90	33.6		\$ 1,134.25	50.0			\$ 402.00	22.3	\$ 1,460.59	63.977
Usage Rates gal												
	\$ - 0-1500			\$ -	\$ -		\$ -		\$ -			
	\$ - 0-2000			\$ -	\$ -		\$ -		\$ -			
	\$ - 0-2500			\$ -	\$ -		\$ -		\$ -			
	\$ 5.40 1501-5000			2.68			\$ 4.15					
	\$ 5.40 >2000	\$ 6.16										
	\$ 5.40 2001-5000	\$ 6.45										
	\$ 5.40 >2500											
	\$ 5.40 5001-10000						\$ 4.87					
	\$ 5.40 >5000								\$ 5.92 *			
	\$ 5.40 2001-12000											
	\$ 5.40 2001-10000				\$ 2.50							
	\$ 5.40 >10000	\$ 6.45										
	\$ 5.40 10001-25000				\$ 2.55							
	\$ 5.40 >25000				\$ 2.75							
	\$ 5.40 >0										\$ 2.54	

Yes - 1.5x Does the City charge more for out of city customers? No No Yes - 1.5x Yes 1.38x Yes - 1.5x Yes - 1.5x

Yes	Sewer averaging	No	Yes Dec-Feb	Yes Dec-Feb	No	No	No
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	Port Lavaca		Bay City	Edna	Victoria	Rockport	Palacios	Ingleside
3/4" 5000 gal water/3000 swr	\$ 39.02		\$ 33.43	\$ 35.70	\$ 24.96	\$ 43.75	\$ 30.00	\$ 46.66
GBRA Storage	\$ 9.42							
Sewer	\$ 30.67		\$ 32.38	\$ 33.72	\$ 25.18	\$ 38.96	\$ 35.76	\$ 35.53
TOTAL Water & Sewer	\$ 79.11		\$ 65.81	\$ 69.42	\$ 50.14	\$ 82.71	\$ 65.76	\$ 82.19
6" 235000 gal	\$ 1,417.92		\$ 1,719.79	\$ 744.10	\$ 1,640.23	\$ 1,961.92	\$ 2,170.25	\$ 2,599.19
GBRA Storage	9.42							
Sewer	\$ 1,285.22		\$ 1,501.98	\$ 650.12	\$ 1,770.00	\$ 1,162.20	\$ 1,787.28	\$ 2,057.49
TOTAL Water & Sewer	\$ 2,712.56		\$ 3,221.77	\$ 1,394.22	\$ 3,410.23	\$ 3,124.12	\$ 3,957.53	\$ 4,656.68

* over 1,000 gal for Comm

ORDINANCE #G-12-22

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 50: Utilities

Sec. 50-67	Water User Rates	Residential and Commercial
Sec. 50-122	Sewer Table Rates	Residential
Sec. 50-123	Sewer Table Rates	Commercial and Industrial

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12th day of December, 2022

Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of January, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of January, 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 Tippit	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 - CODE OF ORDINANCES
Appendix A - FEES, RATES AND CHARGES

Section VIII. Item #7.

EXHIBIT A

CHAPTER 50 – UTILITIES		
<i>Water table</i>		
50-67	<i>Water user rates:</i>	
50-67	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$17.00 per month \$24.68 per month
	Guadalupe-Blanco River Authority (GBRA) fee	\$9.42 per month
	2,001—5,000 gallons	\$4.78 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Small Commercial:</i>	
	Base charge 0—2,000 gallons	\$19.50 per month
	¾—1½-inch meter	\$27.18 per month
	Guadalupe-Blanco River Authority (GBRA) fee	\$9.42 per month
	2,001—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Large commercial:</i>	
	Base charge	\$37.00 per month
	2—6-inch water meter	\$44.68 per month
	Guadalupe-Blanco River Authority (GBRA) fee	\$9.42 per month
	0—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
<i>Sewer table</i>		
50-122	<i>Residential wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$16.00 per month \$25.27 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
50-122	<i>Residential wastewater user rate for customer outside city limits:</i>	1½ times rate for customers inside city limits
50-123	<i>Commercial and industrial wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$17.75 per month \$27.02 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
	<i>Commercial wastewater user rate for customers outside city limits:</i>	1½ times user rate for customers inside city limits

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:•
For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow

INFORMATION:

- To deliberate commercial or financial information that was received from a business prospect that seeks to locate, stay, or expand in or near the territory of the Governmental Body, and with which the Governmental Body is conducting Economic Development Negotiations, in accordance with Title 5, Chapter 551, Section 551.087 of the Texas Government Code. Presenter is Mayor Whitlow

COMMUNICATION

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

INFORMATION:

