



CITY COUNCIL REGULAR MEETING

Monday, January 13, 2025 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

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

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

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

AGENDA

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

MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, January 13, 2025 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/81130472027?pwd=JCKeGImp8ZrUFAcc2sQJtHOvNfaOdp.1>

Meeting ID: 811 3047 2027

Passcode: 828053

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.](#) Minutes of December 09, 2024 Regular Meeting
- [B.](#) Review of Credit Card Statement
- [C.](#) Receive Monthly Financial Highlight Report
- [D.](#) Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- [E.](#) Receive Capital Improvement Projects (CIP) Progress Report_10.01.2024 to 12.31.2024
- [F.](#) Receive Development Services Department Quarterly Report_10.01.2024 to 12.31.2024

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

- [1.](#) Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the 2025 Port Lavaca Art Walk, from 7:00 a.m. to 7:00 p.m. on Saturday, March 01, 2025. Presenter is Tania French
- [2.](#) Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets for the 2025 Port Lavaca Art Walk on Saturday, March 01, 2025. Presenter is Tania French
- [3.](#) Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 06, 2025 to Noon on Sunday, April 07, 2025. Presenter is Tania French
- [4.](#) Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2025 for Iguana Fest. Presenter is Tania French
- [5.](#) Consider appointment of member(s) to the Port Commission to fill a vacancy and/or start a new term of two (2) years. Presenter is Jody Weaver
- [6.](#) Consider Resolution No. R-011325-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant

7. Consider Lease Agreement with Calhoun County for use of Electronic Voting Equipment for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025. Presenter is Mandy Grant
8. Consider Resolution No. R-011325-2 for designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, for the purpose of participating in the Recreational Trails Grant Program; and certifying that the Applicant is eligible to receive program assistance. Presenter is Jody Weaver
9. Consider agreement between the City of Port Lavaca and Rawley McCoy Architects (RMA) for City Hall Master Plan (Phase 4), Security Upgrades and Interior Renovations. Presenter is Jody Weaver
10. Consider recommendation of the Planning Board to approve a request from Paulette Clay for a conceptual “Grab & Go” food establishment to be located on the corner of S. San Antonio Street and W. Martin Luther King Drive; legal description is Lot 1, Block 52, Original Townsite subdivision (523 S. San Antonio Street). Presenter is Derrick Smith
11. Consider Second and Final reading of an Ordinance (F-1-24) of the City of Port Lavaca, Texas granting to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Port Lavaca, Texas for the transportation, delivery, sale and distribution of natural gas; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date. Presenter is Anne Marie Odefey
12. Consider Second and Final reading of an Ordinance (S-5-24) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Jody Weaver
13. Consider Second and Final reading of an Ordinance (G-10-24) of the City of Port Lavaca amending the ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Chapter 2, Administration, Article V, Finance, Division 1. - Generally, adding Section 2-126 for Credit Card Convenience Fee; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver
14. Consider Second and Final reading of an Ordinance (G-11-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, CH 38 Solid Waste, Sec. 38-29 Residential Garbage/brush/bulk collection; CH 2 Administration, Sec. 2-126 Credit Card Use Fee; and providing an effective date. Presenter is Jody Weaver

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, January 13, 2025**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Wednesday, January 08, 2025**.

Mandy Grant, *City Secretary*

ADA NOTICE

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

COMMUNICATION

SUBJECT: Minutes of December 09, 2024 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, December 09, 2024 at 6:30 PM

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

MINUTES

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

On this the 9th day of December 2024, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|----------------|------------------------|
| Jack Whitlow | Mayor |
| Daniel Aguirre | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Jim Ward* | Councilman, District 5 |
| Justin Burke | Councilman, District 6 |

And with the following absent:

- | | |
|-----------------|---|
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
|-----------------|---|

*Jim Ward, Councilman District 5 left meeting at 7:19 p.m. during agenda item #2 Public Hearing.

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

II. CALL TO ORDER

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

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

- Employee Service Award
 - Jeremy Marek 20 Years Fire Department

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

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

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

- A. Minutes of November 13, 2024 Special Meeting (City Council moved regular meeting of November 11, 2024 due to Veteran’s Day also being on the 11th)**
- B. Minutes of November 18, 2024 Special Meeting**
- C. Review of Credit Card Statement**
- D. Receive Monthly Financial Highlight Report**
- E. Receive Victoria Economic Development Corporation (VEDC) Monthly Report**

Motion made by Councilman District 5 Ward

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

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

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 5 Ward, Councilman District 6 Burke

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

- 1. **Receive updated report from Jonas Titus, Chairman of the Victoria Economic Development Corporation (VEDC) and Consider authorization to pay the \$25,000 agreement with Calhoun County for Victoria Economic Development Corporation services. Presenter is Jody Weaver**

Council received a presentation from Jonas Titus, Chairman of the Victoria Economic Development Corporation (VEDC).

Interim City Manager Weaver reminded Council that in August of 2022, the City Council authorized the City Manager to negotiate and enter into an Interlocal Agreement with Calhoun County for sharing in the economic development services provided by VEDC-Regional Partnership, for an annual cost not to exceed \$25,000 without further authorization from Council.

The executed agreement has a term of 3 years, but states that funding is subject to annual appropriation by the City Council and each year’s funding must be included in the budget for that year and is not effective until so approved by the City Council.

During our budget workshops the \$25,000 was included in the budget but Council did not authorize it for payment of this agreement at that time. It was agreed that this would be an item for further discussion and a vote at the December meeting.

Motion made by Councilman District 5 Ward

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

THAT, Council hereby approves authorization to pay the \$25,000.00, in accordance with the Interlocal Agreement between the City of Port Lavaca and Calhoun County for Victoria Economic Development Corporation services, which was approved for negotiations by Letter of Intent, on August 08, 2022.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 5 Ward

Voting Nay:

Councilman District 3 Tippit, Councilman District 6 Burke

2. **Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:**

(a) **312 Avalon**

(b) **610 N. Commerce**

Mayor opened public hearing at 7:15 p.m.

Mayor closed the public hearing at 7:23 p.m.

3. **Consider declaring property to be substandard and any required action after declaration, following a Public Hearing held on December 09, 2024: Presenter is Derrick Smith**

(a) **312 Avalon**

(b) **610 N. Commerce**

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 finds that the following property listed, 312 Avalon, located in the City of Port Lavaca, Texas, is in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on December 09, 2024.

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner sixty (60) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

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 finds that the following property listed, 610 N. Commerce, located in the City of Port Lavaca, Texas, is in violation of the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, following a Public Hearing held on December 09, 2024.

BE IT FURTHER RESOLVED, THAT this property is hereby declared substandard and will allow the property owner sixty (60) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition and place a lien on the property.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

- 4. **Consider First reading of an Ordinance (F-1-24) of the City of Port Lavaca, Texas granting to Centerpoint Energy Resources Corp., DBA Centerpoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Port Lavaca, Texas for the transportation, delivery, sale and distribution of natural gas; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date. Presenter is Anne Marie**

Motion made by Councilman District 6 Burke

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

THAT, in accordance with recommendation of staff, Council hereby approves First reading of an Ordinance (F-1-24) of the City of Port Lavaca, Texas granting to Centerpoint Energy Resources Corp., DBA Centerpoint Energy Texas Gas Operations; the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Port Lavaca, Texas for the transportation, delivery, sale and distribution of natural gas; containing other provisions relating to the foregoing subject.

BE IT FURTHER RESOLVED, THAT a change to the Term of Franchise, Section 3, will be changed from thirty (30) years to five (5) years.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

- 5. **Consider First reading of an Ordinance (S-5-24) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Jody Weaver**

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 First reading of an Ordinance (S-5-24) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s).

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

- 6. **Consider First reading of an Ordinance (G-10-24) of the City of Port Lavaca amending the ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Chapter 2, Administration, Article V, Finance, Division 1. - Generally, adding Section 2-126 for Credit Card Convenience Fee; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver**

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 First reading of an Ordinance (G-10-24) of the City of Port Lavaca amending the ordinance codified and described in the City of Port Lavaca’s Code of Ordinances as Chapter 2, Administration, Article V, Finance, Division 1. - Generally, adding Section 2-126 for Credit Card Convenience Fee.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

- 7. **Consider First reading of an Ordinance (G-11-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, CH 38 Solid Waste, Sec. 38-29 Residential Garbage/brush/bulk collection; CH 2 Administration, Sec. 2-126 Credit Card Use Fee; and providing an effective date. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby authorizes First reading of an Ordinance (G-11-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, CH 38 Solid Waste, Sec. 38-29 Residential Garbage/brush/bulk collection; CH 2 Administration, Sec. 2-126 Credit Card Use Fee.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

- 8. **Consider award of a construction contract for Phase 3 City Hall Security Improvements project. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that staff received construction bids for the City Hall Utility Billing Security Improvements (City Hall Master Plan Phase 3) project on November 14. Two bids were received and they are as follows:

Bidder:	Base Bid	Alternate 1	Alternate 2	Base + Alts	Days
Barefoot Construction 312 Davis Ave Port Lavaca, Texas 77979	\$71,200.00	\$7,400.00	\$79,200.00	\$157,800.00	180
BLS Construction Inc 207 Fahrenthold St #4319 El Campo, Texas 77437	\$89,705.00	\$7,460.00	\$54,251.00	\$151,416.00	60

The components of the bid were as follows:

- Base Bid: the bullet resistant security construction in the Utility Billing area
- Alternate Bid 1: to use powered speakers bullet resistant two-way speakers instead of a simple round speak-thru hole.
- Alternate Bid 2: the work required to install a remote door opener system at the south doors to City Hall along with an ADA curb ramp and crosswalk from the Utility Billing Parking ADA spaces.

As you recall, Council chose to use the Competitive Sealed Proposal Method for this solicitation. As such, the proposals received were evaluated based upon price, qualifications, and calendar days to complete.

The evaluation committee met on December 3 and reviewed the scoring provided by Rawley McCoy Architects. In attendance at the meeting was Jody Weaver, Brittney Hogan, Derrick Smith, and Karen Hill, with Councilman Tim Dent attending remotely. Councilman Justin Burke also sat in on the meeting remotely. Brian Parker with Rawley McCoy Architects was unable to join the meeting.

The significant difference in the calendar days proposed by the two contractors weighed heavily on the consideration. This construction, particularly the Base Bid work, will greatly disturb utility billing operations during construction. BLS has stated that the base bid will be done in 60 days, when Barefoot stated 6 months. Including Alternate 2 adds 60 days for BLS and 120 days for Barefoot.

The evaluation committee unanimously agreed in the rankings provided by the Architect for the Base Bid + Alternate 1 and the Base Bid + Alternate 1 and Alternate 2. Both score sheets are attached. In both scenarios, BLS scores the highest.

Council has budgeted \$350,000 in the FY 2024-2025 budget for this project as well as the north end City Hall security project. I don't have a proposal yet for the Architect for the north end project, but we can estimate \$40k-\$50k to complete Phase 3 and perform the Phase 4 work. With an award of the Base Bid and both Alternates of Phase 3, that will leave about \$150K for the construction of Phase 4. The estimated cost for Phase 4 based upon the conceptual drawings is \$240,000. This includes the Controlled-Access bullet resistant store front at the north end of the hallway with renovations to relocate Municipal Court to the north end with a bullet resistant enclosure and other renovations needed to walls, flooring and ceiling panels, etc. We will work with the Architect to try to keep costs as low as possible, but it is likely additional funds will need to be budgeted for this next Phase 4, although it's unlikely the additional funds would be needed before FY 2025-2026.

In consideration of all the information provided, it is the recommendation of the Evaluation Committee to award a construction contract to BLS Construction in the amount of \$151,416.00 for the Base Bid and Alternate Bids 1 and 2.

Motion made by Councilman District 6 Burke

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 awards a construction contract for Phase 3 City Hall Security Improvements project to BLS Construction, Inc., in the amount of \$151,416.00 for the Base Bid and Alternate Bids 1 and 2; and 60 days to complete, from receipt of Notice to Proceed.

Seconded by Councilman District 1 Aguirre

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

9. Consider Resolution No. R-120924-1 of the City of Port Lavaca for the purpose of adopting the 2024 Drought Contingency Plan for the City of Port Lavaca. Presenter is Wayne Shaffer

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

The City needs this plan in place in order facilitate the needs of the citizens and to promote growth in our community. Staff recommends adoption of the updated plan.

Motion made by Councilman District 6 Burke

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 adopts Resolution No. R-120924-1 of the City of Port Lavaca for the purpose of adopting the 2024 Drought Contingency Plan for the City of Port Lavaca, a copy which is in the office of the City Secretary and city website, in its entirety.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

10. **Consider approval of Exhibit A Texas Settlement Subdivision Participation and Release Form in the Kroger Texas Settlement. Presenter is Anne Marie Odefey**

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves Exhibit A Texas Settlement Subdivision Participation and Release Form in the Kroger Texas Settlement, a copy which is in the office of the City Secretary, in its entirety.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

11. **Consider Resolution No. R-120924-2 of the City of Port Lavaca for the adoption of a Covered Applications and Prohibited Technology Policy. Presenter is Jody Weaver**

Motion made by Councilman District 2 Dent

WHEREAS, On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party’s ability to use the application for surveilling Texans; and

WHEREAS, Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business; and

WHEREAS, Following the issuance of the Governor’s directive, the 88th Texas Legislature passed Senate Bill 1893, which prohibits the use of covered applications on governmental entity devices; and

WHEREAS, As required by the Governor’s directive and Senate Bill 1893, this model policy prohibits the installation or use of covered applications or prohibited technologies on applicable devices; and

WHEREAS, Deems it appropriate to adopt such policy.

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

Section One. The Covered Applications and Prohibited Technology Policy attached hereto is hereby adopted.

Section Two. Unless otherwise amended or revised by resolution of City Council, the Covered Applications and Prohibited Technology Policy shall remain in full force and effect and shall supersede such technology policies of prior date.

Section Three. This Resolution shall be effective as of November 20, 2024.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 6 Burke

Voting Nay:

Councilman District 3 Tippit

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 2 Dent

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilman District 6 Burke

Meeting adjourned at 8:09 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #B.

CITY OF
Account Number: XXXX XXXX XXXX 0305

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

Send Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
November 8, 2024 to December 8, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$16,626.88
- Payments	\$16,626.88
- Other Credits	\$1,114.50
+ Purchases	\$11,448.78
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$10,334.28

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$15,966.00
 Statement Closing Date December 8, 2024
 Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$10,334.28
 Minimum Payment Due: \$310.03
Payment Due Date: January 2, 2025

MESSAGES

PROTECT YOURSELF FROM SCAMMERS!

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

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

TRANSACTIONS

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
11/25	11/25	8543189NS00XSX84K	PAYMENT - THANK YOU	\$16,626.88-

Transactions continued on next page

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



Account Number: XXXX XXXX XXXX 0305
 New Balance: \$10,334.28
 Minimum Payment Due: \$310.03
Payment Due Date: January 2, 2025

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

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

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



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXXX0305	\$16,626.88-
11/26	11/27	5754024NVLT6PHPM	VISTAPRINT 8662074955 MA	\$178.57
12/03	12/04	5543286P25ZKY561M	LOWES #00282* VICTORIA TX	\$79.96
			KAREN NEAL	
			TOTAL XXXXXXXXXXXXX0784	\$258.53
11/08	11/10	5548872NA0PZDX9VD	TEXAS COMM FIRE PROT AUSTIN TX	\$87.17
11/08	11/10	5548872NA0PZDX9VX	TEXAS COMM FIRE PROT AUSTIN TX	\$87.17
11/12	11/13	5526352NE4B4RK8VG	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$33.97
11/12	11/13	5526352NE4B4RK8XA	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$10.49
11/14	11/15	5548872NG0RZMMNF7	TEXAS COMM FIRE PROT AUSTIN TX	\$56.49
11/20	11/20	5543286NM5V2F7G8T	TEEX ECOMMERCE 979-458-6898 TX	\$1,400.00
11/25	11/26	5543286NS5WYZ6DE4	IN *SAFETY AND FIRE ED 281-8080656 TX	\$250.00
11/26	11/27	5543286NV5X98GQ69	IN *SAFETY AND FIRE ED 281-8080656 TX	\$250.00
12/06	12/08	0541601P543A64HHS	WAL-MART #1098 PORT LAVACA TX	\$662.76
12/07	12/08	5548872P60WSQKS7M	TEXAS COMM FIRE PROT AUSTIN TX	\$87.17
			JUAN LUNA	
			TOTAL XXXXXXXXXXXXX0941	\$2,925.22
12/05	12/06	5548872P40WFJMQGP	TCEQ IND RENEWAL LIC AUSTIN TX	\$111.00
			WAYNE SHAFFER	
			TOTAL XXXXXXXXXXXXX1212	\$111.00
11/13	11/14	0543684NE5SB45SL7	WALMART.COM 8009256278 BENTONVILLE AR	\$114.54
11/18	11/20	5542135NLVAL7X3J1	TEXAS MUNICIPAL COURTS AUSTIN TX	\$100.00
11/18	11/20	5542135NLVAL7X3LB	TEXAS MUNICIPAL COURTS AUSTIN TX	\$100.00
11/27	11/28	5550036NW4T1LF5WK	WALMART.COM WALMART.COM AR	\$208.66
12/02	12/04	5542135P2VALNPPTQ	TEXAS MUNICIPAL COURTS AUSTIN TX	\$150.00
			MANDY GRANT	
			TOTAL XXXXXXXXXXXXX1238	\$673.20
11/10	11/11	5543286NB61KFNDV2	APPLE.COM/BILL 866-712-7753 CA	\$2.99
11/15	11/17	5543286NG62YSGZFR	INT'L CODE COUNCIL INC 888-422-7233 IL	\$160.00
11/18	11/19	7533700NLDMP2YAVB	TRI-STATE CONSULTANTS ARLINGTON TX	\$62.47
11/21	11/22	5548872NP0S5SRL0Z	TX BRD PLUMBING EXMR AUSTIN TX	\$82.50
			DERRICK SMITH	
			TOTAL XXXXXXXXXXXXX3836	\$307.96
11/15	11/17	0543684NH00QP11TN	DOLLARTREE PORT LAVACA TX	\$169.14
12/01	12/03	8535354P1WGNB20GG	US DRUG TEST CTRS - OR HENDERSON NV	\$199.95
12/04	12/05	5544436P34ZHMMV8J	CROWN AWARDS INC HAWTHORNE NY	\$46.00
			JAMES RUDELLAT	
			TOTAL XXXXXXXXXXXXX8611	\$415.09
11/09	11/10	5543286NA6124AKYM	TEXAS MUNICIPAL LEAGUE 512-231- CREDIT	\$100.00-
11/09	11/10	5543286NA6124AKYX	TEXAS MUNICIPAL LEAGUE 512-231- CREDIT	\$100.00-
11/19	11/21	0230096NL8R1XHQTQ	GOVERNMENT FINANCE OFF CHICAGO I CREDIT	\$584.50-
12/02	12/04	0230096P18R3BP4LE	GOVERNMENT FINANCE OFF CHICAGO I CREDIT	\$330.00-
11/15	11/17	5550629NG4DTPDFEV	FORMS FULFILLMENT CENT ELMSFORD NY	\$370.16
11/21	11/22	0230096NN8PL3KGRN	GOVERNMENT FINANCE OFF CHICAGO IL	\$350.00
12/04	12/05	5543687P451FWWDQ3	OMNI CORPUS CHRISTI CORP CHRISTI TX	\$553.89
			CHECK-IN 12/01/24	
			FOLIO #15021064	
12/04	12/05	5543687P451FWWE0Z	OMNI CORPUS CHRISTI CORP CHRISTI TX	\$589.62
			CHECK-IN 12/01/24	
			FOLIO #15013627	
			BRITTNEY HOGAN	

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
TOTAL XXXXXXXXXXXX3462				\$749.17
11/26	11/27	7545491NVS66JX0QZ	TEXAS TRADITIONS GRILL PORT LAVACA TX	\$83.59
12/06	12/08	0543684P6BLKFK1FG	SAMS CLUB #6471 VICTORIA TX	\$86.80
12/06	12/08	0543684P6BLKFK1HH	SAMS CLUB #6471 VICTORIA TX	\$40.96
12/06	12/08	0543684P6BLKFK19S	SAMS CLUB #6471 VICTORIA TX	\$110.00
12/06	12/08	5548382P604QPG6ZY	WAL-MART #0330 VICTORIA TX	\$116.82
12/07	12/08	5526352P652AKJK5M	TEXAS ROADHOUSE #2215 VICTORIA TX	\$66.23
JOE REYES JR				
TOTAL XXXXXXXXXXXX0215				\$504.40
11/08	11/08	5543286N960PRT4LN	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$275.00
11/08	11/10	7512071NAS66J95F2	KALAHARI RESORT - TX - ROUND ROCK TX	\$189.00
CHECK-IN 11/08/24 FOLIO #15748				
11/12	11/13	5543286ND626TBWD1	UPS*BILLING CENTER 800-811-1648 GA	\$13.12
11/12	11/13	5543286ND626YQ224	CCSI EFAX CORPORATE 323-817-1155 CA	\$164.06
11/25	11/26	5543286NS5WZ446GT	UPS*BILLING CENTER 800-811-1648 GA	\$0.26
12/02	12/03	5543286P15Z8RSH2A	UPS*BILLING CENTER 800-811-1648 GA	\$0.01
12/05	12/05	1527021P4008YB6N6	MSFT * E0200UAGBB MSBILL.INFO WA	\$107.18
12/07	12/08	5543286P660P6S2DE	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$492.00
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$1,240.63
11/08	11/10	6518742NA0001JQLW	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$7.73
11/20	11/21	5550629NM4JF5KVYY	TEXAS WATER UTILITIES HUTTO TX	\$495.00
11/20	11/21	5550629NM4JF5KW19	TEXAS WATER UTILITIES HUTTO TX	\$495.00
11/22	11/24	5550629NP4LEW4KFP	TEXAS WATER UTILITIES HUTTO TX	\$495.00
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$1,492.73
11/26	11/27	8535335NVD0Q4FPYA	PAYPAL *TEXASPOLICE 4029357733 CA	\$182.00
12/02	12/04	8518412P2S66KKQF0	TEXAS POLICE CHIEFS AS 512-2815400 TX	\$300.00
12/03	12/04	1230202P2000310J5	JERSEY VILLAGE TX - CA HAMMONTON NJ	\$195.00
12/03	12/04	1230202P20062MWGJ	JERSEY VILLAGE TX - CA HAMMONTON NJ	\$195.00
12/03	12/04	8271116P30000LVLL	B2G, LLC* O #94106 SPOKANE WA	\$225.00
12/03	12/04	8271116P30005FGD5	SP FUJI MATS METHUEN MA	\$539.89
12/04	12/05	2524780P300NMTJ4L	DOUBLEDAVES PIZZAWORKS VICTORIA TX	\$19.46
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX2286				\$1,656.35

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.74% (v)	\$0.00	31	\$0.00
Cash Advances	18.74% (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.

CREDITING OF PAYMENTS

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

BILLING RIGHTS SUMMARY

What to do if You Think You Find a Mistake on Your Statement

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

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

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

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

Your Rights if You are Dissatisfied with Your Credit Card Purchases

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

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

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

EXPLANATION OF INTEREST CHARGES

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

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

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

ANNUAL FEE DISCLOSURES

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

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

CREDIT BALANCES

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

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City State Zip Code

Effective Date: Month, Day, Year Signature

Home Phone Work Phone

COMMUNICATION

SUBJECT: Receive Monthly Financial Highlight Report


INFORMATION:



CITY OF
PORT LAVACA

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

Section VII. Item #C.

To: Mayor and Members of the City Council
From: Brittney Hogan, Finance Director 
Subject: FY 24-25 Financial Highlights through December **31, 2024**
Date: January 7, 2025

Below are the following reports for the period ending **December 31, 2024**, or **25%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$3,157,827** for the year as of November Collections in FY 24-25 are 51.80% of total adjusted tax levy. Total current year Property Taxes Outstanding as of November is **\$3,390,723**.

In the General Fund, revenues through **12/31/2024** are 33% of budget. In addition:

1. *Current Property Tax* collections - are **\$2,825,763** for the year as of December. Collections in FY 24-25 are 61% of budget.
2. *Sales Tax* collections through December were **\$921,386** or 25% of budget. Collections through December in FY 23-24 were **\$936,239**.
3. *Licenses & Permits* collections are **\$56,788** for the year, or 21% of budget. Collections through December in FY 23-24 were **\$24,773**.
4. *Bauer Center Rentals* through December are **\$17,870** or 18% of budget. Collections through December in FY 23-24 were **\$16,850**.
5. *Court Fines* are **\$23,493** for the year, or 20% of budget. Collections through December in FY 23-24 were **\$12,668**.

Expenditures in the General Fund for the year are **30%** of budget.

Target: 25%

In the Utility Fund, revenues as of **12/31/24** are **22.7%** of budget. In addition:

1. *Metered Water* sales through December are **\$731,260** or **22.3%** of budget. Collections through December in FY 23-24 were **\$704,805**.
2. *Residential Sewer* sales through December are **\$400,895** or **26%** of budget. Collections through December in FY 23-24 were **\$352,454**.
3. *Garbage Billings* through December are **\$252,196** or **24.8%** of budget. Collections through December in FY 23-24 were **\$231,618**.

Expenditures in the Utility Fund for the year are **28%** of budget.

In the HOT Fund, revenues as of **12/31/24** are **18.7%** of budget. In addition:

1. *Hotel Occupancy Taxes* through December are **\$110,187** or **18.4%** of budget. Collections through December in FY 23-24 were **\$34,141**.

Expenditures in the HOT Fund for the year are **22.7%** of budget

In the Beach Fund, revenues as of **12/31/24** are **7.7%** of budget. In addition:

1. *RV Rentals* through December are **\$12,570** or **5.5%** of budget. Collections through December in FY 23-24 were **\$38,698**.

Expenditures in the Beach Fund for the year are **12%** of budget

In the Ports & Harbors Fund, revenues as of **12/31/24** are **23%** of budget. In addition:

1. *Dock Leases* through December are **\$123,097** or **25%** of budget. Collections through December in FY 23-24 were **\$102,237**.
2. *Tariffs* through December are **\$29,253** or **22.5%** of budget. Collections through December in FY 23-24 were **\$28,540**.
3. *NL Building Lease* through December are **\$22,499** or **25%** of budget. Collections through December in FY 23-24 were **\$21,126**.

Expenditures in the Ports and Harbors Fund for the year are **9%** of budget

Summary – FY 2024-2025 through 12/31/24

<u>Fund</u>	<u>Revenues</u>	<u>%</u> <u>Budget</u>	<u>Expense</u>	<u>%</u> <u>Budget</u>	<u>Revenues</u> <u>Less</u> <u>Expense</u>
General	\$ 4,139,081	33%	\$ 3,069,718	30%	\$ 1,069,363
Utility	\$ 1,885,536	23%	\$ 1,934,493	28%	\$ (48,956)
HOT	\$ 114,732	18.7%	\$ 153,092	22.7%	\$ (38,360)
Beach	\$ 20,661	7.7%	\$ 37,921	12%	\$ (17,260)
Port	\$ 354,447	23%	\$ 85,650	9%	\$ 268,797
					<u>Total</u> \$ 1,233,584



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
November 30, 2024**

TAXES DUE AT CERTIFICATION	6,088,413.16
Adjustments to Date	7,337.34
TOTAL TAX LEVY	6,095,750.50

2024 Tax Collections

	Base	Penalties & Interest	Total
October	2,569,585.63	0.00	2,569,585.63
November	588,240.96	0.00	588,240.96
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, 2023)			0.00
August			0.00
September			0.00
TOTAL	3,157,826.59	0.00	3,157,826.59

**Last Year %
Collected**
51.24%

TRANSFERRED TO DELINQUENT ROLL	% Collected	51.80%
	July, Aug, and Sept Payments	0.00

2024 TAXES OUTSTANDING	2,937,923.48
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% Current Outstanding 48.20%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	4,959.41	3,228.48	8,187.89
November	14,938.19	5,808.40	20,746.59
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	19,897.60	9,036.88	28,934.48

DELINQUENT TAXES OUTSTANDING	452,799.62
TOTAL TAXES OUTSTANDING	3,390,723.10

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

Section VII. Item #C.

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

Fiscal Year 2023										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%

Fiscal Year 2024										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May	302,469	-2%	\$302,469	2,409,951	326,228	2,376,845	101.39%	-2.5%	6.6%
Aug	Jun	306,188	-8%	\$306,188	2,716,139	350,460	2,727,305	99.59%	-8.1%	4.7%
Sep	Jul	308,988	4%	\$308,988	3,025,128	311,308	3,038,613	99.56%	4.4%	4.7%
Oct	Aug	308,258	-8%	\$308,258	3,333,386	352,981	3,391,594	98.28%	-8.1%	3.4%
Nov	Sep	323,607	2%	\$323,607	3,656,993	332,358	3,723,952	98.20%	2.4%	3.3%

Fiscal Year 2025										
Dec	Oct	285,545	2%	\$285,545	285,545	286,185	286,185	99.78%	1.6%	1.6%
Jan	Nov				285,545	284,895	571,080			
Feb	Dec					340,081	911,160			
Mar	Jan					269,747	1,180,908			
Apr	Feb					294,394	1,475,302			
May	Mar					347,540	1,822,842			
Jun	Apr					323,228	2,146,070			
Jul	May					308,008	2,454,077			
Aug	Jun					311,794	2,765,871			
Sep	Jul					314,646	3,080,517			
Oct	Aug					313,902	3,394,420			
Nov	Sep					329,532	3,723,952			

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

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	9,092,373	9,092,373	0	687,597.75	3,847,730.00	0.00	5,244,643.00	42.32
LICENSES & PERMITS	268,410	268,410	0	20,892.31	56,788.05	0.00	211,621.95	21.16
USER & SERVICE CHARGES	103,250	103,250	0	6,130.00	18,407.00	0.00	84,843.00	17.83
FINES & FORFEITURES	294,000	294,000	0	21,393.53	48,350.41	0.00	245,649.59	16.45
OTHER REVENUE	565,950	565,950	0	30,219.86	86,271.04	0.00	479,678.96	15.24
GRANT AND CONTRIBUTION R	520,120	520,120	0	0.00	6,000.00	0.00	514,120.00	1.15
INTERGOVERNMENTAL REVENUE	1,567,641	1,567,641	0	25,178.00	75,534.00	0.00	1,492,107.00	4.82
TOTAL REVENUES	12,411,744	12,411,744	0	791,411.45	4,139,080.50	0.00	8,272,663.50	33.35
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,884	30,884	0	2,714.63	7,891.05	0.00	22,992.95	25.55
CITY MANAGER	422,786	422,786	0	26,310.21	278,999.65	0.00	143,786.35	65.99
CITY SECRETARY	251,461	251,461	0	17,617.09	47,059.44	0.00	204,401.56	18.71
HUMAN RESOURCE	100,395	100,395	0	6,744.81	15,201.58	0.00	85,193.42	15.14
MUNICIPAL COURT	177,937	177,937	0	15,693.09	47,548.23	0.00	130,388.77	26.72
TECHNOLOGY SERVICES	510,222	510,222	0	36,581.19	268,594.24	70,578.23	171,049.53	66.48
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	393,798	393,798	0	32,675.42	94,509.35	0.00	299,288.65	24.00
CITY HALL	548,378	548,378	0	6,866.17	13,289.61	158,268.75	376,819.64	31.28
POLICE	2,887,828	2,887,828	0	222,553.26	631,772.33	34,761.36	2,221,294.31	23.08
FIRE	2,146,503	2,146,503	0	168,174.15	464,882.73	10,149.74	1,671,470.53	22.13
ANIMAL CONTROL	256,834	256,834	0	15,415.35	32,710.74	20,651.70	203,471.56	20.78
CODE ENFORCEMENT/INSPECT	491,452	491,452	0	26,076.94	68,773.07	15,800.00	406,878.93	17.21
STREETS	3,097,966	3,097,966	0	110,095.48	272,090.95	572,557.75	2,253,317.30	27.26
PARKS & RECREATION	877,803	877,803	0	45,690.20	295,470.18	90,718.02	491,614.80	43.99
BAUER CENTER	315,614	315,614	0	15,180.66	69,853.73	0.00	245,760.27	22.13
NON-DEPARTMENTAL	866,703	866,703	0	33,428.30	461,071.02	0.00	405,631.98	53.20
TOTAL EXPENDITURES	13,376,564	13,376,564	0	781,816.95	3,069,717.90	973,485.55	9,333,360.55	30.23
REVENUES OVER/(UNDER) EXPENDITURES	(964,820)	(964,820)	0	9,594.50	1,069,362.60	(973,485.55)	(1,060,697.05)	9.94-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

001-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
TAXES									
411.01	PROPERTY TAXES-CURRENT	4,595,671	4,595,671	0	348,231.26	2,825,763.49	0.00	1,769,907.51	61.49
411.02	PROPERTY TAXES-DELINQU	120,000	120,000	0	17,411.24	22,611.22	0.00	97,388.78	18.84
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	286,874.90	921,385.51	0.00	2,802,566.49	24.74
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	0.00	0.00	62,000.00	0.00
413.02	ELECTRICAL FRANCHISE T	345,000	345,000	0	26,245.47	57,337.64	0.00	287,662.36	16.62
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	0.00	0.00	0.00	32,000.00	0.00
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	797.48	797.48	0.00	49,202.52	1.59
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	5,080.29	16,877.55	0.00	111,872.45	13.11
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	2,957.11	2,957.11	0.00	32,042.89	8.45
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	9,092,373	9,092,373	0	687,597.75	3,847,730.00	0.00	5,244,643.00	42.32
LICENSES & PERMITS									
421.02	BUILDER LICENSES	7,000	7,000	0	500.00	2,300.00	0.00	4,700.00	32.86
422.01	ELECTRICAL PERMITS	25,000	25,000	0	600.00	2,626.92	0.00	22,373.08	10.51
422.02	BUILDING PERMITS	157,000	157,000	0	17,662.31	37,362.91	0.00	119,637.09	23.80
422.03	PLUMBING PERMITS	22,000	22,000	0	500.00	2,450.00	0.00	19,550.00	11.14
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	875.00	0.00	4,725.00	15.63
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	320.00	0.00	320.00	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	0.00	150.00	0.00	150.00	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	40.00	240.00	0.00	2,360.00	9.23
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	810.00	3,803.84	0.00	26,196.16	12.68
423.91	LAWN LIBRARY FEES	0	0	0	0.00	94.74	0.00	94.74	0.00
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	235.00	3,645.00	0.00	3,465.00	51.27
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00	300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	125.00	0.00	875.00	12.50
424.04	ENVIRONMENTAL & HEALTH	0	0	0	525.00	575.00	0.00	575.00	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	2,169.64	0.00	6,830.36	24.11
425.01	ANIMAL LICENSES & FEES	200	200	0	20.00	50.00	0.00	150.00	25.00
426.01	ALARM FEES	100	100	0	0.00	0.00	0.00	100.00	0.00
	TOTAL LICENSES & PERMITS	268,410	268,410	0	20,892.31	56,788.05	0.00	211,621.95	21.16
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	5,770.00	17,870.00	0.00	82,130.00	17.87
435.07	BAYFRONT RENTALS	750	750	0	300.00	300.00	0.00	450.00	40.00
439.01	POLICE SERVICES	2,000	2,000	0	60.00	237.00	0.00	1,763.00	11.85
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
	TOTAL USER & SERVICE CHARGES	103,250	103,250	0	6,130.00	18,407.00	0.00	84,843.00	17.83

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

001--GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
FINES & FORFEITURES									
441.01	PENALTIES & INTEREST	95,000	95,000	0	7,080.94	11,364.74	0.00	83,635.26	11.96
441.02	TAX ATTORNEY FEES	50,000	50,000	0	5,159.37	7,626.62	0.00	42,373.38	15.25
443.01	COURT FINES	120,000	120,000	0	6,962.14	23,493.16	0.00	96,506.84	19.58
443.02	MUNI COURT- COLLECTION	14,000	14,000	0	1,279.38	3,153.67	0.00	10,846.33	22.53
443.03	LOCAL TIME PAYMENT FEE	5,000	5,000	0	237.94	800.35	0.00	4,199.65	16.01
449.02	ARREST FEES	10,000	10,000	0	673.76	1,911.87	0.00	8,088.13	19.12
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	294,000	294,000	0	21,393.53	48,350.41	0.00	245,649.59	16.45
OTHER REVENUE									
451.01	INTEREST INCOME	500,000	500,000	0	26,428.86	80,390.04	0.00	419,609.96	16.08
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	0.00	17.00	0.00	483.00	3.40
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
459.10	DONATIONS	0	0	0	0.00	4,850.00	0.00	4,850.00	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	0.00	0.00	0.00	0.00	0.00
459.14	ABATEMENT REIMBURSEMEN	15,000	15,000	0	525.00	990.00	0.00	14,010.00	6.60
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	3,266.00	24.00	0.00	9,976.00	0.24
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	565,950	565,950	0	30,219.86	86,271.04	0.00	479,678.96	15.24
GRANT AND CONTRIBUTION R									
482.00	GRANT REVENUE	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
482.01	STATE GRANT- PARKS	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	OPERATION STONE GARDEN	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	CONTRIBUTION LEOSE- PD	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.59	CALHOUN COUNTY-FIRE	247,320	247,320	0	0.00	0.00	0.00	247,320.00	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	6,000.00	0.00	0.00	100.00
	TOTAL GRANT AND CONTRIBUTION R	520,120	520,120	0	0.00	6,000.00	0.00	514,120.00	1.15
INTERGOVERNMENTAL REVENUE									
492.01	XFER IN- 504 PORT COMM	22,321	22,321	0	1,860.08	5,580.24	0.00	16,740.76	25.00
492.02	XFER IN- 501 UTILITY F	494,588	494,588	0	0.00	0.00	0.00	494,588.00	0.00
492.04	XFER IN- 503 BEACH FUN	9,201	9,201	0	766.75	2,300.25	0.00	6,900.75	25.00
493.10	XFER IN - FD 113 BLDG	0	0	0	0.00	0.00	0.00	0.00	0.00
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	770,917	770,917	0	0.00	0.00	0.00	770,917.00	0.00
493.89	XFER IN- 101 HOTEL/MOT	270,614	270,614	0	22,551.17	67,653.51	0.00	202,960.49	25.00
493.90	XFER IN- OTHER	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	1,567,641	1,567,641	0	25,178.00	75,534.00	0.00	1,492,107.00	4.82

CITY OF PORT LAVACA
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

001-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	12,411,744	12,411,744	0	791,411.45	4,139,080.50	0.00	8,272,663.50	33.35

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

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	8,062,366	8,062,366	0	594,977.38	1,836,477.14	0.00	6,225,888.86	22.78
FINES & FORFEITURES	100,000	100,000	0	11,591.35	32,365.96	0.00	67,634.04	32.37
OTHER REVENUE	162,104	162,104	0	2,111.65	16,693.24	0.00	145,410.76	10.30
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	608,680.38	1,885,536.34	0.00	6,438,933.66	22.65
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	165,923	165,923	0	6,783.48	54,291.98	0.00	111,631.02	32.72
BILLING	454,258	454,258	0	32,382.64	88,346.18	28,044.10	337,867.72	25.62
MAINTENANCE	1,584,911	1,584,911	0	110,408.15	227,214.87	397,916.77	959,779.36	39.44
WASTEWATER TREATMENT	988,577	988,577	0	88,370.30	189,949.67	22,188.80	776,438.53	21.46
NON-DEPARTMENTAL	5,347,283	5,347,283	0	369,083.61	1,374,690.06	0.00	3,972,592.94	25.71
TOTAL EXPENDITURES	8,540,952	8,540,952	0	607,028.18	1,934,492.76	448,149.67	6,158,309.57	27.90
REVENUES OVER/(UNDER) EXPENDITURES	(216,482)	(216,482)	0	1,652.20	(48,956.42)	(448,149.67)	280,624.09	229.63

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

501-PUBLIC UTILITY FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
USER & SERVICE CHARGES									
431.11	WATER-METERED	3,286,596	3,286,596	0	229,676.58	731,259.52	0.00	2,555,336.48	22.25
431.12	WATER-BULK	0	0	0	0.00	0.00	0.00	0.00	0.00
431.13	WATER-METERED COUNTY	103,836	103,836	0	7,177.48	23,128.15	0.00	80,707.85	22.27
431.21	SEWER RESIDENTIAL	1,567,373	1,567,373	0	133,178.81	400,894.62	0.00	1,166,478.38	25.58
431.22	SEWER COMMERCIAL	1,079,863	1,079,863	0	63,913.70	199,897.49	0.00	879,965.51	18.51
431.23	SEWER COUNTY	67,205	67,205	0	5,086.14	15,746.57	0.00	51,458.43	23.43
431.25	SEWER-LOW PRESSURE (LP)	975	975	0	120.00	360.00	0.00	615.00	36.92
431.31	WASTE-GARBAGE COLLECTI	1,019,111	1,019,111	0	84,054.62	252,195.59	0.00	766,915.41	24.75
431.32	SPRING CLEANUP	100,000	100,000	0	2,566.90	7,702.10	0.00	92,297.90	7.70
432.05	GBRA FEES	744,907	744,907	0	61,848.15	185,558.10	0.00	559,348.90	24.91
432.11	WATER TAPS	20,000	20,000	0	0.00	0.00	0.00	20,000.00	0.00
432.21	SEWER TAPS	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
432.60	DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
432.61	SERVICE CALL FEES	5,000	5,000	0	1,400.00	4,390.00	0.00	610.00	87.80
432.62	SERVICE TRANSFER FEES	1,000	1,000	0	0.00	0.00	0.00	1,000.00	0.00
432.63	SERVICE RECONNECTION F	60,000	60,000	0	5,910.00	15,030.00	0.00	44,970.00	25.05
432.64	SERVICE TEMP WATER	500	500	0	45.00	315.00	0.00	185.00	63.00
	TOTAL USER & SERVICE CHARGES	8,062,366	8,062,366	0	594,977.38	1,836,477.14	0.00	6,225,888.86	22.78
FINES & FORFEITURES									
442.01	LATE PAYMENT PENALTIES	100,000	100,000	0	11,591.35	32,365.96	0.00	67,634.04	32.37
442.02	CONTRACT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL FINES & FORFEITURES	100,000	100,000	0	11,591.35	32,365.96	0.00	67,634.04	32.37
OTHER REVENUE									
451.01	INTEREST INCOME	38,000	38,000	0	1,931.65	5,945.67	0.00	32,054.33	15.65
459.03	RETURNED CHECK FEE	1,000	1,000	0	180.00	480.00	0.00	520.00	48.00
459.04	BAD DEBT ACCOUNT COLLE	35,000	35,000	0	0.00	0.00	0.00	35,000.00	0.00
459.08	CCRWSS-GBRA TRANSMISSI	85,104	85,104	0	0.00	10,266.88	0.00	74,837.12	12.06
459.11	AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	MISCELLANEOUS INCOME	1,000	1,000	0	0.00	0.69	0.00	999.31	0.07
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER REVENUE	162,104	162,104	0	2,111.65	16,693.24	0.00	145,410.76	10.30
GRANT AND CONTRIBUTION R									
481.00	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00	GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE									
493.01	XFER IN- VARIOUS FUNDS	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02	XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	8,324,470	8,324,470	0	608,680.38	1,885,536.34	0.00	6,438,933.66	22.65	

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

101-HOTEL OCCUPANCY TAX FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	600,000	600,000	0	125,772.71	110,186.61	0.00	489,813.39	18.36
OTHER REVENUE	15,000	15,000	0	1,293.06	4,545.43	0.00	10,454.57	30.30
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	615,000	615,000	0	127,065.77	114,732.04	0.00	500,267.96	18.66
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	785,214	785,214	0	51,890.86	153,091.61	25,000.00	607,122.39	22.68
TOTAL EXPENDITURES	785,214	785,214	0	51,890.86	153,091.61	25,000.00	607,122.39	22.68
REVENUES OVER/(UNDER) EXPENDITURES	(170,214)	(170,214)	0	75,174.91	(38,359.57)	(25,000.00)	(106,854.43)	37.22

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

101-HOTEL OCCUPANCY TAX FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TAXES								
415.01 HOTEL/MOTEL TAX	600,000	600,000	0	125,772.71	110,186.61	0.00	489,813.39	18.36
TOTAL TAXES	600,000	600,000	0	125,772.71	110,186.61	0.00	489,813.39	18.36
OTHER REVENUE								
451.01 INTEREST INCOME	15,000	15,000	0	1,293.06	4,045.43	0.00	10,954.57	26.97
459.10 DONATIONS- FESTIVALS	0	0	0	0.00	500.00	0.00	500.00	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	15,000	15,000	0	1,293.06	4,545.43	0.00	10,454.57	30.30
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN - FUND 101	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	615,000	615,000	0	127,065.77	114,732.04	0.00	500,267.96	18.66

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

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	235,000	235,000	0	1,867.00	13,090.07	0.00	221,909.93	5.57
OTHER REVENUE	32,500	32,500	0	2,362.30	7,571.23	0.00	24,928.77	23.30
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	4,229.30	20,661.30	0.00	246,838.70	7.72
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	307,330	307,330	0	8,558.66	37,920.84	0.00	269,409.16	12.34
TOTAL EXPENDITURES	307,330	307,330	0	8,558.66	37,920.84	0.00	269,409.16	12.34
REVENUES OVER/(UNDER) EXPENDITURES	(39,830)	(39,830)	0	(4,329.36)	(17,259.54)	0.00	(22,570.46)	43.33

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

503-BEACH OPERATING FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
433.01 BEACH FEES	0	0	0	0.00	0.00	0.00	0.00	0.00
433.10 R V RENTALS	230,000	230,000	0	1,759.00	12,570.07	0.00	217,429.93	5.47
433.30 PAVILLION RENTALS	3,000	3,000	0	0.00	200.00	0.00	2,800.00	6.67
433.50 TENT RENTALS	2,000	2,000	0	108.00	320.00	0.00	1,680.00	16.00
TOTAL USER & SERVICE CHARGES	235,000	235,000	0	1,867.00	13,090.07	0.00	221,909.93	5.57
OTHER REVENUE								
451.01 INTEREST INCOME	30,000	30,000	0	2,362.30	7,296.23	0.00	22,703.77	24.32
459.11 AUCTION PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	2,500	2,500	0	0.00	275.00	0.00	2,225.00	11.00
459.90 MISCELLANEOUS	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	32,500	32,500	0	2,362.30	7,571.23	0.00	24,928.77	23.30
GRANT AND CONTRIBUTION R								
481.00 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
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN - FUND 001	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88 XFER IN - 206 FARF FUN	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	267,500	267,500	0	4,229.30	20,661.30	0.00	246,838.70	7.72

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

504-PORT & HARBORS FUND
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	818,955	818,955	0	69,935.71	204,978.24	0.00	613,976.76	25.03
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	3,376.04	8,084.36	0.00	27,515.64	22.71
GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	73,311.75	354,446.60	0.00	1,166,792.40	23.30
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	538.84	674.28	0.00	747.72	47.42
CITY HARBOR	7,000	7,000	0	0.00	0.00	0.00	7,000.00	0.00
HARBOR OF REFUGE	200,000	200,000	0	0.00	0.00	0.00	200,000.00	0.00
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	35,000	35,000	0	659.87	5,039.87	0.00	29,960.13	14.40
OPERATIONS	1,390,148	1,390,148	0	23,202.27	79,935.46	59,550.00	1,250,662.54	10.03
TOTAL EXPENDITURES	1,644,570	1,644,570	0	24,400.98	85,649.61	59,550.00	1,499,370.39	8.83
REVENUES OVER/(UNDER) EXPENDITURES	(123,331)	(123,331)	0	48,910.77	268,796.99	(59,550.00)	(332,577.99)	169.66-

CITY OF PORT LAVACA
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2024

Section VII. Item #C.

504-PORT & HARBORS FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
USER & SERVICE CHARGES								
436.01 CITY HARBOR-DOCK LEASE	115,000	115,000	0	11,222.60	37,000.43	0.00	77,999.57	32.17
436.09 HOR - DAILY DOCK RENTA	100,000	100,000	0	9,700.00	25,675.00	0.00	74,325.00	25.68
436.10 HOR - RENTAL	4,000	4,000	0	0.00	0.00	0.00	4,000.00	0.00
436.11 HOR - DOCK LEASES	268,497	268,497	0	23,121.35	66,740.69	0.00	201,756.31	24.86
436.12 TARIFFS	130,000	130,000	0	10,788.75	29,252.71	0.00	100,747.29	22.50
436.20 N L DOCK RENT- TRANSIE	500	500	0	0.00	0.00	0.00	500.00	0.00
436.21 N L-DOCK LEASE	90,950	90,950	0	6,470.00	19,355.58	0.00	71,594.42	21.28
436.22 N L -BLDG LEASE	90,028	90,028	0	7,148.15	22,499.25	0.00	67,528.75	24.99
436.23 N L - BLDG RENTAL	0	0	0	0.00	0.00	0.00	0.00	0.00
436.24 SMITH HARBOR RENT	19,980	19,980	0	1,484.86	4,454.58	0.00	15,525.42	22.30
TOTAL USER & SERVICE CHARGES	818,955	818,955	0	69,935.71	204,978.24	0.00	613,976.76	25.03
FINES & FORFEITURES								
442.01 LATE PAYMENT PENALTIES	500	500	0	0.00	0.00	0.00	500.00	0.00
TOTAL FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE								
451.01 INTEREST INCOME	35,000	35,000	0	3,376.04	8,001.86	0.00	26,998.14	22.86
455.01 OTHER FINANCING SOURCE	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10 2018 C. O. PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11 AUCTION/SALE PROCEEDS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.12 TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00	0.00
459.71 WASHER-DRYER INCOME	600	600	0	0.00	82.50	0.00	517.50	13.75
459.90 MISCELLANEOUS	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	35,600	35,600	0	3,376.04	8,084.36	0.00	27,515.64	22.71
GRANT AND CONTRIBUTION R								
481.00 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
481.01 GENERAL LAND OFFICE RE	0	0	0	0.00	0.00	0.00	0.00	0.00
482.01 CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
482.02 GRANT REVENUE	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
TOTAL GRANT AND CONTRIBUTION R	550,000	550,000	0	0.00	25,200.00	0.00	524,800.00	4.58
INTERGOVERNMENTAL REVENUE								
493.00.1 XFER IN- FUND 001	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
493.88 XFER IN- 206 FARF FUND	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	116,184	116,184	0	0.00	116,184.00	0.00	0.00	100.00
TOTAL REVENUES	1,521,239	1,521,239	0	73,311.75	354,446.60	0.00	1,166,792.40	23.30

37,000.43
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 22.86
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 22.71
 524,800.00
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 116,184.00
 100.00
 1,166,792.40
 23.30

COMMUNICATION

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

INFORMATION:

**VEDC Update for Port Lavaca
January 13, 2025, COUNCIL MEETING**

VEDC Staff has scheduled recurring monthly update meeting with City Manager.

Residential

- Residential Incentives Draft – still pending
- VEDC Staff met with City Manager to discuss, in detail, more property options to provide to potential developer. VEDC staff will update conversations with the developer at next council meeting.
- VEDC has met with Stuart Lynn (Developer) to discuss housing development for Port Lavaca. This will be an ongoing process as more properties are identified. Ongoing.
- VEDC has spoken to other developers for housing needs in Port Lavaca

Marketing

- VEDC has contracted with web developer for the Port Lavaca tab on the VEDC website. Tweaks are being made and requested input from CM.
 - The link is live.
 - VEDC Staff met with City Manager to review the MLS properties. Some will be added manually to enhance the property availability.
 - More photos to “sell” the city will be taken (early spring, hopefully, weather dependent) and added.
 - Photos will include both an “industrial” look and a retail look.
- VEDC staff spoke to City Manager regarding Port Lavaca becoming a certified “Film Friendly City”.
 - Steps required include:
 - CM has selected Tania (French) to be the contact person. VEDC staff will set meeting with Tania French (January).
 - We will begin providing further information to the Film Friendly program now, and will attend the workshop when it is offered (get ahead of requirements).
 - Generic Guidelines to be reviewed (CM, Council, Legal) as a starting point.

Business

- Working with a potential shoe retailer (consultant) looking to possibly have a location in Port Lavaca. Have followed up; waiting for an update. **Pending. all developments in Texas are paused until January 2025(per consultant)**
- CM was providing consultant with information to have Economic Impact Analysis completed regarding Safe Harbor Refuge. Pending.
- VEDC staff will be attending retail attraction trade show in January (in Dallas) and will market Port Lavaca. Will update in February.
- VEDC Staff will regroup with the Chamber to schedule meetings with business owners/ roundtable discussion and publish a plan for 2025. .
- VEDC has reached out to a previously discussed sit-down restaurant to reignite interest. Pending.

Projects

All projects will be updated by VEDC President during quarterly meetings, or if requested earlier.

COMMUNICATION

SUBJECT: Receive Capital Improvement Projects (CIP) Progress Report_10.01.2024 to 12.31.2024

INFORMATION:



31
PROJECTS
BUDGETED FOR FY 24-25


13%
PROJECTS COMPLETION
FOR FY 24-25

● NOT STARTED
 ● BEHIND
 ● ON TRACK
 ● OVERDUE
 ● COMPLETE

FUND/DEPT.	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
HOT	HALF MOON REEF LIGHTHOUSE	\$15,000	\$0	HALF MOON REEF LIGHTHOUSE	HASNT STARTED. DOING DECK REPAIRS, AND STRUCTURAL, AND PAINTING PREPARATION.	0%
HOT	GATEWAY SIGNS & LANDSCAPING	\$150,000	\$0	NEW GATEWAY SIGNS AND LANDSCAPING AT HWY 35 & HWY 87 AND HWY 35 & CAUSEWAY	PO ENGINEERING HAS BEEN ISSUED.	0%
GEN FUND/CITY HALL	CITY HALL UPGRADES	\$600,000	\$18,147	CITY HALL UPGRADE PHASE III	NOTICE TO PROCEED FOR CONSTRUCTION HAS BEEN ISSUED. WAITING FOR CONSTRUCTION CONTRACT EXECUTION.	3%
GEN FUND/CITY HALL	UTILITY BILLING DRIVE THRU UPGRADES	\$75,000	\$0	DRIVE-THRU PNEUMATIC TUBE SYSTEM REPLACEMENT	HAD MEETING WITH DIEBOLD, AWAITING COST PROPOSAL	0%
GEN FUND/POLICE	RADAR TRAILERS	\$17,700	\$0	PURCHASE OF TWO NEW RADAR TRAILERS	DELIVERED	0%
GEN FUND/POLICE	REPLACEMENT TASERS	\$12,535	\$12,535	REPLACEMENT TASERS FOR THE POLICE DEPARTMENT	RECEIVED. COMPLETED.	100%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	COMPLETION
GEN FUND/POLICE	NEW VINYL FLOOR PLANKS	\$49,736	\$20,963	NEW VINYL FLOOR PLANKS FOR POLICE DEPARTMENT	PURCHASE ORDER HAS BEEN ISSUED, AND THE VENDOR HAS RECEIVED HALF OF THE TOTAL PAYMENT. WORK IS ONGOING.	42%
GEN FUND/FIRE	LADIES RESTROOM	\$15,000	\$0	INSTALLATION OF LADIES RESTROOM AND SHOWER AT FIRE STATION #1 ON AUSTIN ST.	HASN'T STARTED YET.	0%
BOND/STREETS	INDEPENDENCE IMPROVEMENTS	\$4,851,479	\$853,210	INDEPENDENCE DR 2 LANE PLUS CONTINUOUS TURN LANE TO HALF LEAQUE	CONSTRUCTION IS ONGOING.	18%
BOND/STREETS	ALAMO HEIGHTS IMPROVEMENTS	\$8,998,521	\$1,581,185	ALAMO HEIGHTS PHASE I & II	CONSTRUCTION IS ONGOING.	18%
BOND/STREETS	WESTERN HEIGHTS IMPROVEMENTS	\$2,812,300	\$0	REHAB OF BORDER, WAREHOUSE, CENTRAL, AND GEORGE ST. FROM BORDER TO WAREHOUSE	HASN'T STARTED YET. AFTER THE SMITH ROAD PROJECT CIVIL CORP WILL START ON WESTERN HEIGHTS ENGINEERING PHASE	0%
GEN FUND/STREETS	SMITH ROAD IMPROVEMENTS	\$275,000	\$10,350	SMITH ROAD SIDEWALK AND BIKE LANE	ENGINEERING PHASE.	4%
FARF/STREETS	STREETS DUMP TRUCK	\$125,000	\$0	2 DUMP TRUCKS. ONE IS FOR STREETS DEPARTMENT AND THE OTHER IS FOR UTILITY MAINTENANCE	ORDERED. WAITING FOR DELIVERY.	0%
FARF/STREETS	STREET SWEEPER	\$340,000	\$0	PURCHASE OF A STREET SWEEPER	ORDERED. WAITING FOR DELIVERY.	0%
GEN FUND/STREETS	SCHOOLEY, HENRY, AND BONORDEN IMPROVEMENTS	\$225,000	\$0	SCHOOLEY, HENRY AND BONORDEN ST. REHAB	HASN'T STARTED YET.	0%
GEN FUND/PARKS	BAYFRONT SPLASHPAD IMPROVEMENTS	\$75,000	\$0	SHADE STRUCTURE AT BAYFRONT SPLASH PAD	HAS BEEN ORDERED. WAITING FOR DELIVERY AND INSTALLMENT.	0%
GEN FUND/PARKS	BAYFRONT PARK IMPROVEMENTS	\$25,000	\$0	LIGHTED BOLLARDS FOR BAYFRONT PARK	ORDERED 4 SOLAR LIGHTS. PO HAS BEEN ISSUED.	0%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
GEN FUND/PARKS	BAYFRONT PARK IMPROVEMENTS	\$10,000	\$0	POLE BANNERS FOR BAYFRONT PARK	HASN'T STARTED YET.	0%
GEN FUND/PARKS	CITY PARK IMPROVEMENTS	\$20,000	\$0	IRRIGATION AND LANDSCAPING AT CITY PARK	HASN'T STARTED YET.	0%
GEN FUND/PARKS	BUTTERFLY PARK IMPROVEMENTS	\$15,000	\$0	IRRIGATION AND LANDSCAPING AT BUTTERFLY PARK	HASN'T STARTED YET.	0%
GEN FUND/BAUER	BAUER COMMUNITY CENTER IMPROVEMENTS	\$35,000	\$3,500	IRRIGATION AND LANDSCAPING AT BAUER COMMUNITY CENTER	ENGINEERING PHASE COMPLETED. CONSTRUCTION BIDS IN JANUARY.	10%
GEN FUND/BAUER	SOUVINEER COIN PRESS	\$10,000	\$0	SOUVENIR COIN PRESS	HASN'T STARTED.	0%
PUF FUND/WATER	WATER VALVE LOCATION AND EXERCISE PROGRAM	\$126,000	\$0	VALVE AUDIT AND MAPPING	STARTED. VALVE LOCATION EXERCISE PROGRAM.	0%
PUF FUND/WATER	REHAB OF GST & HSP	\$4,504,454	\$1,603,035	WATER SYSTEM INPOVEMENT	CONSTRUCTION ONGOING. WATER SYSTEM IMPROVEMENT INCLUDES ARPA FUND	36%
PUF FUND/WATER	DUMP TRUCK	\$125,000	\$0	2 DUMP TRUCKS. ONE IS FOR STREETS DEPARTMENT AND THE OTHER IS FOR UTILITY MAINTENANCE	ORDERED. WAITING FOR DELIVERY	0%
PUF FUND/WATER & WWTP	TXCDBG	\$575,000	\$0	WATER/SEWER IMPROVEMENT	APPROVING THE CONTRACT ENGINEERING/ ADMIN	0%
UTILITY CONSTRUCTION FUND/WWTP	ANN ST LIFTSTATION	\$890,500	\$64,475	LIFT STATION UPGRADES: ANN STREET	CONTRUCTION AWARD IS ISSUED. NOTICE TO PROCEED. CONSTRUCTION HASN'T STARTED.	7%

FUND	PROJECT NAME	TOTAL PROJECT COST	TOTAL PROJECT EXPENSES TO DATE	DETAILS	UPDATE	TOTAL PROJECT COMPLETION
PORTS & HARBORS	TPWL BOATING ACCESS	\$720,000	\$23,045	BOATING ACCESS.BREAKWATER REPAIR IN NAUTICAL LANDINGS MARINA	ENVIRONMENTAL REVIEW IS DONE. CONSTRUCTION SOLICITATION PHASE. CONSTRUCTION BIDS IN JANUARY 2025	3%
PORTS & HARBORS	RESTORE GRANT	\$500,000	\$6,850	RESTORE CITY OF PORT LAVACA SHORELINE CLEANUP	ENVIRONMENTAL PHASE.	1%
PORTS & HARBORS	SMITH HARBOR IMPROVEMENTS	\$675,000	\$25,200	IMPROVEMENTS SMITH HARBOR PHASE I DOWNTOWN WATERFRONT MASTER PLAN	ENGINEERING PHASE.	4%
PORTS & HARBORS	CDBG MIT	\$13,645,005	\$1,094,043	HAZARD MITIGATION LIVING SHORELINE PROJECT FOR COASTAL RESILIENCY PROGRAM	70% OF ENGINEEING DESIGN IS COMPLETED. ENVIRONMENTAL PHASE.	8%
	 TOTAL:	\$40,513,230	\$5,316,538			13%

COMMUNICATION

SUBJECT: Receive Development Services Department Quarterly Report_10.01.2024 to 12.31.2024

INFORMATION:



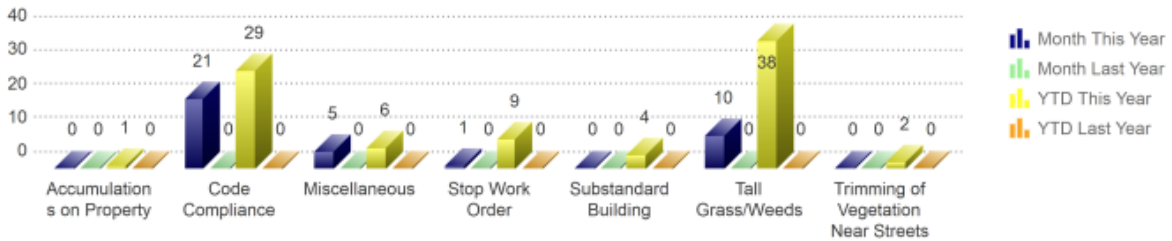
Permit Statistics by Application Type

From 10/01/2024 through 12/31/2024

Application Type		This Period		
		# Permits Issued	Valuation	Fees Collected
ALCOHOL IN PARKS	Alcohol In Parks	5		\$250.00
COMMERCIAL ALTERATION/REPAIR	Commercial Alteration/Repair	2		\$4,981.38
COMMERCIAL FENCE OR WALL	Commercial Fence or Wall	1		\$101.92
COMMERCIAL ROOF/RE-ROOF	Commercial Roof/Re-Roof	4		\$912.24
COMMERCIAL SIGN	Commercial Sign	1		\$151.92
ELECTRICAL	Electrical	31		\$3,750.00
FIRE SUPPRESSION	Fire Suppression	1		\$325.00
FLATWORK/PAVING	Flatwork/Paving	8		\$1,090.34
GARAGE SALE	Garage Sale	50		\$500.00
MECHANICAL	Mechanical	12		\$1,400.00
PLUMBING	Plumbing	35		\$4,350.00
RESIDENTIAL ACCESSORY STRUCTURE	Residential Accessory Structure	6		\$691.63
RESIDENTIAL ALTERATION/REPAIR	Residential Alteration/Repair	15		\$2,356.75
RESIDENTIAL DEMOLITION	Residential Demolition	5		\$400.00
RESIDENTIAL FENCE OR WALL	Residential Fence or Wall	1		\$101.92
RESIDENTIAL NEW CONSTRUCTION	Residential New Construction	3		\$2,610.60
RESIDENTIAL ROOF OR RE-ROOF	Residential Roof or Re-Roof	20		\$2,279.78
SOLAR	Solar	2		\$370.00
Totals:		202		\$26,623.48

Case Activity

December, 2024



Case Type Description	Month This Year	Month Last Year	YTD This Year	YTD Last Year
Accumulations on Property	0	0	1	0
Code Compliance	21	0	29	0
Miscellaneous	5	0	6	0
Stop Work Order	1	0	9	0
Substandard Building	0	0	4	0
Tall Grass/Weeds	10	0	38	0
Trimming of Vegetation Near Streets	0	0	2	0
Totals:	37	0	89	0

COMMUNICATION

SUBJECT: Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the 2025 Port Lavaca Art Walk, from 7:00 a.m. to 7:00 p.m. on Saturday, March 01, 2025. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: JANUARY 13, 2025

DATE: 01/05/25

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: ART WALK EVENT – STREET CLOSURE

Last year, the City of Port Lavaca, Port Lavaca Chamber and Port Lavaca Main Street hosted the first Port Lavaca Art Walk. The event, which featured artists and musicians throughout downtown, was a great success. We plan to build on that success this year with the event which is slated for Saturday, March 1.

Last year, we did not request closure of Main Street, but given the number of people that attended in 2024, we believe we should close the street this year as a safety precaution for attendees.

We are requesting Council approval, as required, to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the 2025 Port Lavaca Art Walk, from 7 a.m. to 7 p.m. on Saturday, March 1.

We also request the option for temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, March 1, 2025 as needed for the event.

COMMUNICATION

SUBJECT: Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets for the 2025 Port Lavaca Art Walk on Saturday, March 01, 2025. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: JANUARY 13, 2025

DATE: 01/05/25

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: ART WALK EVENT – STREET CLOSURE

Last year, the City of Port Lavaca, Port Lavaca Chamber and Port Lavaca Main Street hosted the first Port Lavaca Art Walk. The event, which featured artists and musicians throughout downtown, was a great success. We plan to build on that success this year with the event which is slated for Saturday, March 1.

Last year, we did not request closure of Main Street, but given the number of people that attended in 2024, we believe we should close the street this year as a safety precaution for attendees.

We are requesting Council approval, as required, to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the 2025 Port Lavaca Art Walk, from 7 a.m. to 7 p.m. on Saturday, March 1.

We also request the option for temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, March 1, 2025 as needed for the event.

COMMUNICATION

SUBJECT: Consider agreement for the temporary closure of State Right-of-Way with Texas Department of Transportation (TxDOT) to close Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 06, 2025 to Noon on Sunday, April 07, 2025. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: JULY 08, 2024

DATE: 7/2/24

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: IGUANA FEST 2025 – STREET CLOSURE

As in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 11 p.m. Friday, April 4, 2025 to Noon on Sunday, April 06, 2025.

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

Additionally, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 05, 2025 as needed for the event.

COMMUNICATION

SUBJECT: Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2025 for Iguana Fest. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: JULY 08, 2024

DATE: 7/2/24

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: IGUANA FEST 2025 – STREET CLOSURE

As in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 11 p.m. Friday, April 4, 2025 to Noon on Sunday, April 06, 2025.

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

Additionally, we request temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 05, 2025 as needed for the event.

COMMUNICATION

SUBJECT: Consider appointment of member(s) to the Port Commission to fill a vacancy and/or start a new term of two (2) years. Presenter is Jody Weaver

INFORMATION:

December 5, 2024

Hello Rachel and Jody,

Please consider this my request to remain on the Port Commission if it is the Council's pleasure to appoint me.

Respectfully,

Raymond Butler, P.E.
Butler Consulting
P.O. Box 498
Port Lavaca, TX 77979
713-882-9750

RECEIVED

DEC - 5 2024

CITY OF PORT LAVACA
CITY MANAGER

COMMUNICATION

SUBJECT: Consider Resolution No. R-011325-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: January 13, 2025

DATE: 01-06-25

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

FROM: Mandy Grant, City Secretary

SUBJECT: Resolution No. R-011325-1E for Establishing Provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025 and authorizing Mayor to issue Order of Election

BACKGROUND:

Saturday, May 03, 2025, 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 Four (4), for a term of 3 years; and
- One Council Member, Single District Five (5), 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 15, 2025 and continuing through Friday, February 14, 2025 at 5:00 p.m.

The last day to register to be eligible to vote in this election is Thursday, April 03, 2025.

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-011325-1E.

ATTACHMENTS:

Resolution No. R-011325-1E.

RESOLUTION NO. R-011325-1E

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 03, 2025.

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 03, 2025, 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 Four (4), for a term of 3 years; and
- One Council Member, Single District Five (5), 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:

Monday	April	21,	2025	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	22,	2025	from	7:00	a.m.	to	7:00	p.m.
Wednesday	April	23,	2025	from	8:00	a.m.	to	5:00	p.m.
Thursday	April	24,	2025	from	7:00	a.m.	to	7:00	p.m.
Friday	April	25,	2025	from	8:00	a.m.	to	5:00	p.m.
Saturday	April	26,	2025	from	9:00	a.m.	to	2:00	p.m.
Monday	April	28,	2025	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	29,	2025	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 2:00 p.m.

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

Saturday	May	03,	2025	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 13th day January, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider Lease Agreement with Calhoun County for use of Electronic Voting Equipment for the City of Port Lavaca General Officers Election held on the uniform date of May 03, 2025. Presenter is Mandy Grant

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: January 13, 2025

DATE: 01/06/25

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

FROM: Mandy Grant, City Secretary

SUBJECT: Lease of Electronic Voting Equipment from Calhoun County for the City’s General Officer’s Election to be held on uniform date of May 03, 2025

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

FINANCIAL IMPLICATIONS:
Costs related to these services include expenses related to seven (7) days of early voting and also for voting on Election Day. The sum of \$897.75 is for leasing this equipment for a total of eight (8) days and this amount has been budgeted for this fiscal year.

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

RECOMMENDATION:
Staff recommends approval of this lease in the sum of \$897.75.

ATTACHMENTS:
Lease from Calhoun County for voting equipment.

VOTING EQUIPMENT LEASE

BASIC TERMS

DATE: 12/19/2024

Lessor: Calhoun County, Texas

Lessor's Address: Calhoun County Courthouse

211 S. Ann, Port Lavaca, Texas 77979

Lessee: City of Port Lavaca

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

Equipment

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

Term (days): 9

Commencement Date: April 21, 2025

Termination Date: May 03, 2025

Rent: Early voting 1 machine @ \$3,325.00 for 8 days X 3% = \$798.00

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

Rent Total: \$897.75

Security Deposit: \$.00

Permitted Use: Early Voting & Election Day

Clauses and Covenants

A. Lessee agrees to –

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

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

B. Lessee agrees not to –

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

C. Lessor agrees to –

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

D. Lessor agrees not to –

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

E. Lessor and Lessee agree to the following:

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

PERSONAL PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LESSOR AND LESSEE WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PERSONAL PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN THE WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

- 5. *Alternative Dispute Resolution.* Lessor and Lessee agree to mediate in good faith before filing suit for damages.
- 6. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
- 7. *Venue.* Exclusive venue is in the county in which the Premises are located.
- 8. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
- 9. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Lessor and Lessee.
- 10. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
- 11. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notices may be changed by written notice delivered as provided herein.

Lessor: Calhoun County Texas

Vern Lyssy, County Judge

Lessee: **City of Port Lavaca**

By: Jack Whitlow
Title: Mayor

COMMUNICATION

SUBJECT: Consider Resolution No. R-011325-2 for designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, for the purpose of participating in the Recreational Trails Grant Program; and certifying that the Applicant is eligible to receive program assistance. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

DATE: 1.7.25 Agenda Item # 8

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: PROPOSED TPWL TRAILS GRANT APPLICATION

As you may be aware there has been discussion for several years about the idea to construct a trail from Bayfront Park around the Clement Cove Wetlands and then up to near Scully’s restaurant. We have been looking at possible funding sources for such a project.

The Texas Parks and Wildlife Department accepts applications for funding in their Trails Grant Program this time each year with the deadline being February 1. This grant would provide \$300,000 of funds with a \$75,000 match. This is the same grant program that we used a few years ago to help build the shared use path (SUP) in Bay front Park.

Please refer to the attached concept plan with the following features:

- A lighted 10 ft wide shared use path (SUP) situated on the upland size of the wetlands delineation by at least 10 ft from Randle Street to near the Scully’s bulkhead
- A 10 ft wide SUP sloped to meet ADA alongside the city owned overflow parking area of Scully’s with a patch to lead to the existing ADA ramp to the City Harbor Upper Docks.
- A possible 10 ft wide SUP in the right-of-way of Randle leading ultimately to the SUP in Bayfront Park.
- Future reconstruction of the 1900’s concrete steps leading down the hill next to the old hotel on Railroad St with a patch to the existing SUP
- Future sidewalk and/or SUP on Railroad and Mahan Streets
- Future easement for an ADA path from the upper dock to SH 238
- Note: I am in conversation with TxDOT about the prospect of providing Bike lanes on SH 238 in the future.
- Note: I am working with the Historical Society in making a grant application to construct ornamental fencing around Ranger Cemetery and provide a VAN accessible ADA parking space next to the ADA ramp to the City Harbor Upper Dock.

Urban engineering is working up some cost estimates for a few options for materials and widths of the proposed SUP **shown in red** for a possible 2025 TPWL Trails grant application. In order to score well, we need to show an ADA accessible starting and ending point to the trail. I have little doubt that to do the entire Trail shown in red, the cost will far exceed the \$375,000 for this particular grant project, but if we’re successful, we can continue to look for other funding sources to make up the difference. Understand that if successful, we would not have authorization to construct until probably 2027 – enough time to budget additional funds.

In order to be able to submit an application by the February 1st deadline, I must have the attached resolution approved by Council, which among other things, acknowledges the understanding that \$75,000 (20%) is the required match for the maximum grant amount of \$300,000.

Financial impact:

By Monday night I should have a better idea of the potential cost to complete the entire path that is shown in red for consideration of applying for \$300,000 of funding from TPWL. Again, there would be no actual expenditure required until at the earliest 2027 based upon our recent experiences.

We will discuss Monday night if Council wants to limit the application to a maximum \$375,000 or consent to a larger project with the understanding that we would need to provide, through budgeted funds or grants, all costs in excess of \$300,000. With authorization to submit a grant application, I will solicit public support letters.

Attached:

- Resolution
- Master Area Concept Trail Plan

Jan. 13, 2025 Update:

Urban Engineering has prepared some preliminary cost estimates for this potential project.

To construct the 10 ft wide shared use path out of concrete from Randle Street to Fulton Street, with solar lights (same manufacturer as at Little Chocolate Bayou Park) every 100 ft, it is estimated to cost \$443,800. The construction would likely require the concrete trucks to stay on the upper elevations and pump the concrete to the path on the lower elevation, thus the per sf price is estimated at \$20/SF.

Continuing the 10 ft wide SUP behind a new curb on Mahan from Randle to SH 238 is estimated to cost an additional \$50,000 +/-.

So nominally, we'll say \$500,000 for the project. The grant, if we get it would provide \$300,000 (the maximum grant award) in funding. So, to complete the entire project, we'd need to budget around \$200,000 of CIP dollars. (This is \$125,000 greater than the minimum required match of \$75,000). As you recall from the last Trails grant, once awarded, TPWL takes about a year to perform the environmental reviews so in reality, the CIP funds will not be needed until FY 2026-27.

Recommendation:

If Council is in agreement that this is a worthwhile project that the citizens of Port Lavaca will benefit from as well as a promote tourism, staff recommends applying for \$500,000 project to connect SH238 at Mahan to Fulton Street with a 10 ft wide Shared Use Path and planning to budget \$200,000 matching funds in next year's CIP.

RESOLUTION NO. R-011325-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS AS HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE RECREATIONAL TRAILS GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is aware that the grant program reimburses eligible expenses up to grant award amount and requires 20% match; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program.

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

- Section 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program.
- Section 2: That the Applicant acknowledges that they have the financial resources to complete the grant project.
- Section 3: That the Applicant acknowledges that, if funded, the project must be maintained and open to the public for a period of at least 20 years after project completion.
- Section 4: That the Applicant hereby authorizes and directs the Mayor to act for the Applicant in dealing with the Department for the purposes of the Program, and that Mayor Jack Whitlow is hereby officially designated as the signatory and representative in this regard.
- Section 5: That the City Council of The City of Port Lavaca hereby authorizes the official to make application to the Department for funding for a Trail project around the wetlands of the Clement Cove waterfront area.

PASSED AND APPROVED on this the 13th day of January, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

PROPOSED FUTURE EASEMENT FOR SHARED USE PATH TO CONNECT TO SH 238

PROPOSED NEW FENCE AND ADA VAN PARKING FOR RANGER CEMETERY**
WORKING WITH COHS ON A GRANT

FUTURE REEF BREAKWATER (CDBG-MIT FUNDED)

PROPOSED FUTURE KYAK LAUNCH

PROPOSED FUTURE BOARDWALK THROUGH FUTURE CREATED MARSH

PROPOSED 10 FT WIDE LIGHTED SHARED UP PATH MIN. 10 INSIDE WETLANDS DELINEATION LINE

FUTURE AMPHITHEATRE

FUTURE RECREATE 1900 CIR. STEPS

Image © 2024 Airbus

end point for lighting



COMMUNICATION

SUBJECT: Consider agreement between the City of Port Lavaca and Rawley McCoy Architects (RMA) for City Hall Master Plan (Phase 4), Security Upgrades and Interior Renovations. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

DATE: 1.6.25
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: JODY WEAVER, INTERIM CITY MANAGER
SUBJECT: CITY HALL NORTH END SECURITY IMPROVEMENTS (City Hall Master Plan Phase 4)

Attached is the proposed Letter of Agreement from Rawley McCoy Architects for the Phase 4 City Hall Master Plan Security Improvements. This is an hourly fee contract with a not to exceed amount of \$25,000 plus \$5,280 for a Mechanical, Electric, Plumbing (MEP) Consultant, totaling \$30,280.00.

Financial impact:

Council has budgeted \$350,000 in the FY 24-25 budget for City Hall security upgrades. Council recently awarded the Phase 3 Utility Billin Upgrade project at \$151,416.00. With this \$30,280 agreement with Rawley McCoy Architects, that leaves \$168,304 of this budgeted amount. The estimated cost for Phase 4, based upon the conceptual drawings is \$240,000. The proposed scope includes the Controlled-Access bullet resistant store front at the north end of the hallway with renovations to relocate Municipal Court to the north end with a bullet resistant enclosure and other renovations needed to walls, flooring and ceiling panels, etc. We will work with the Architect to keep costs as low as possible, but it is likely additional funds will needed for the construction of Phase 4, although it's unlikely the additional funds would be needed before FY 25-26.

Recommendation:

It is the recommendation of staff to accept the Letter of Agreement from Rawley McCoy Architects in the amount not to exceed \$30,280 without additional authorization, for the Architectural work for the Phase 4 City Hall Security upgrade.

Attachments:

- Letter of Agreement

January 2, 2025

Mrs. Jody Weaver
City of Port Lavaca
202 N. Virginia
Port Lavaca, TX 77979

Re: Architectural Services – City Hall Master Plan – Phase 4 – Security Upgrades and Interior Renovations

Dear Mrs. Weaver,

Thank you for allowing RMA the opportunity to provide Architectural Services for the above referenced project. Based upon our initial site meeting the City is requesting secure level 3 ballistic aluminum storefront entry to secure the existing corridor. Two ballistic level 3 service windows, provisions for owner provided access control, Level 3 ballistic wall upgrades and interior renovations to create 4 offices including new floor to ceiling interior finishes. The scope of our Architectural Services are as follows:

City Hall Master Plan – Phase 4 – Security Upgrades and Interior Renovations:

- Provide construction documents and specifications for bidding and procurement.
 - o Documents to include:
 - Dimensional Floor Plan(s), Reflected Ceiling Plan(s) Finish Plans and Details
 - Architectural Specifications
- Assist the City during the bidding and procurement process to evaluate and rank proposals and select a qualified contractor.
- Provide construction administration services during construction.
 - o Services to include:
 - Periodic construction observation
 - Review shop drawings
 - Review and certify payment applications
 - Generate final punch list
 - Coordinate final project closeout and owner occupancy

Our office proposes to perform these services billed at an HOURLY rate NOT TO EXCEED \$25,000.00. See attached hourly rates.

It has been determined that additional MEP engineering services will be required for the described scope of work at a **fee of \$5,280.00**. A fee proposal for those services is attached for your records. This fee will be in addition to the hourly not to exceed amount above and will be billed through RMA at a 10% markup.

In addition to the fees stated above, reimbursable expenses such as out of town travel (meals excluded), postage and other delivery service expenses, plots and other document reproduction for Owner use, regulatory agency fees, and other similar pre-approved project expenditures will be billed at cost plus 10% markup.

Payment for the architectural services plus any reimbursable expenses will be billed monthly. Payment is expected within thirty days of the date of the invoice.

We are looking forward to continued work with The City of Port Lavaca. If you have any questions about this proposal please give us a call. If this proposal is accepted, please sign below, keep one copy for your records, and return a copy to our office.

If this letter agreement is acceptable, please sign below:

Respectfully,


William Berger, AIA, LEED AP
RMA Principal in Charge

Accepted:
City of Port Lavaca, Texas

Signature,

Jack Whitlow

Printed Name

Mayor

Title

January 13, 2025

Date

Rawley McCoy & Associates, PLLC

Schedule of Current Hourly Rates - 2025

(These rates are subject to adjustment bi-annually in accordance with company salary, benefit, and overhead review practices.)

Architect, Principal	\$250.00/hr.
Architect, Associate	\$195.00/hr.
Architect, Project	\$150.00/hr.
Project Manager	\$110.00/hr.
Interior Designer	\$120.00/hr.
Project Administrator	\$95.00/hr.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the profession practices of persons registered as Architects in Texas; 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, (512) 305-9000.



5656 S. Staples, S

Section VIII. Item #9.

Corpus Christi, TX 78413

Ph: 361.852.2727 Fx: 361.852-2922

Texas Firm No. F-005318

December 5, 2024

Proposal No. P_24232

Rawley McCoy & Assoc. PLLC
1908 N. Laurent St. Ste 540
Victoria, TX

ATTN: Brian Parker

RE: Port Lavaca City Hall Phase 4
Port Lavaca, TX

Dear Sir:

We are pleased to provide you with this proposal for Mechanical and Electrical Engineering Services for the above referenced project. The scope of services is as follows:

Scope of Work:

1. Survey existing site for MEP utilities.
2. Design of new interior lighting for remodeled office area.
2. Design of power for remodeled office area.
3. Design of HVAC grills and adjusting of ducts in remodeled office area.
4. Design of rough-ins for telephone/data/cctv in remodeled office area.
5. Specifications shall be on the drawings in sheet format.

Exclusions:

1. No plumbing design is included in our scope of work or proposal.
2. No site plans or site photometry is included in our scope of work or proposal.
3. No site storm drainage design is included in our scope of work or proposal.
4. No LEED calculations or paper work is included in our scope of work or proposal.
5. No Acoustical analysis or studies are included in our proposal.
6. No commissioning of HVAC or lighting is included.
7. No Civil, Structural, Environmental Engineering or studies are included in our scope of work or proposal.
8. No Architectural services are included in our scope of work or proposal.
9. No hard copies of work will be provided. NRG Engineering will provide only electronic copies of all design efforts in PDF format. The client shall be responsible for all printing and reproduction cost.

Deliverables:

1. Design Phase Services:
 - a. Survey existing site.
 - b. Issue one review set of MEP drawings.

- c. Issue final set of MEP drawings.
- d. Issue MEP Comcheck compliance reports.
- 2. Construction Phase Services (not included in our scope or proposal):
 - a. One submittal reviews of MEP submittals. Should submittals and shop drawing not be sent to NRG Engineering for review, the Contractor/Owner/Architect shall take full responsibility for the review and acceptance of all MEP materials and equipment.
 - b. One site visits with site observation report is included in our scope. Should additional site visits be required they will billed hourly plus milage per trip.

The fee for our services based on the above scope of work is as follows and will be net payable within 30 days of invoice date, with invoicing submitted monthly based upon percentage of scope completed.

Engineering Fees:

Design Phase Services including survey-----	\$3,960
Construction Phase Services -----	\$1,320

Any work not listed in the above scope will be billed on a time and material bases per the attached NRG Engineering rate schedule. Any liability for errors, omissions, and/or defects resulting from professional performance shall be limited as indicated herein. However, discrepancies that are within professional standards shall be corrected at the client’s direction and at the client’s expense.

Project Agreement

1. If this project is delayed or abandoned for more than 90 days from date of proposal, it is our option to renegotiate or terminate this agreement.
2. If the contract documents have to be revised due to budgetary constraints, all revisions will be billed as additional services based on NRG Engineering’s Hourly rates.
3. If the contract documents have to be revised due to value engineering, all revisions will be billed as additional services based on NRG Engineering’s Hourly rates.
4. If the contract documents have to be revised due to any owner or architectural changes after the design documents have been issued, all revisions will be billed as additional services based on NRG Engineering’s Hourly rates.
5. All billing shall be done in accordance with our standard office billing procedure with invoices delivered to your office on or about the first day of each month. We will invoice for percentage completed on the project, with payment due upon receipt of our invoice.
6. A 5% per month charge will be added to all unpaid invoices after 30 days.
7. Should the construction of this project be abandoned or delayed, we will invoice for the percentage of Engineering completed at that time. The invoices will be due and payable as stated above.
8. Limitation of Liability: See attached Standard Terms and Conditions.

Proposal Approval

If this proposal meets your approval, please indicate your acceptance by the proper authorized signature in the space provided below and returning the signed original to our office. Once we have received a signed copy, we will proceed with the above scope of work. Signature below acknowledges and accepts the standard terms and conditions included herein.

Please call should you have any questions concerning our proposal or the terms of our agreement. Thank you for considering NRG Engineering for these consulting services and we look forward to working with you and your office.

Respectfully,



Sean M. Rodriguez
Principal - Project Manager
NRG Engineering

ACCEPTED BY: Rawley McCoy & Assoc. PLLC

Signature: _____

Name: _____

Title: _____

Date: _____

NRG Engineering

5656 S. Staples, Suite 312
Corpus Christi, Texas 78411
V 361.852.2727
F 361.852-2922
jrod@nrgcc.com

Section VIII. Item #9.

RATE SCHEDULE FOR ENGINEERING SERVICES Effective January 1, 2024

The per diem and miscellaneous expense charges as well as Engineering, Commissioning, Design, and Drafting Services are based on the following rates:

<u>CATEGORY</u>	<u>HOURLY</u>
<u>RATE</u>	
Principal Engineer (PE2) -----	\$250.00/hr
Associate Engineer (PE1) -----	\$175.00/hr
Commissioning Authority (CxA)-----	\$200.00/hr
Commissioning Technician (CxT)-----	\$150.00/hr
Project Manager (PM) -----	\$175.00/hr
Graduate Engineer (EIT3) -----	\$130.00/hr
Graduate Engineer (EIT2) -----	\$115.00/hr
Graduate Engineer (EIT1) -----	\$100.00/hr
Senior Design Technician (DT2) -----	\$150.00/hr
Design Technician (DT1) -----	\$100.00/hr
Revit Technician (RT1) -----	\$100.00/hr
CAD Operator (CO2) -----	\$100.00/hr
Administrative Assistance (AA1) -----	\$85.00/hr
 <u>EXPENSES:</u>	
Mileage -----	\$0.65.5/mile
Travel and Subsistence -----	Cost plus 10%
Reproduction -----	Cost plus 10%
Subcontractors, Consultants, etc. -----	Cost plus 10%
Overnight Shipping -----	Cost plus 10%
All other expenses -----	Cost plus 10%

TERMS AND CONDITIONS

Invoicing for services rendered shall be submitted on a monthly basis. Terms of payment for invoices shall be net invoice amount due and payable within 10 days of invoice date. Payments shall be made to NRG Engineering, 5656 S. Staples, Suite 312, Corpus Christi, Nueces County Texas 78411.



5656 S. Staples, Suite 301
Corpus Christi, TX 78413
Ph: 361.852.2727 Fx: 361.852-2922
Texas Firm No. F-005318

STANDARD TERMS AND CONDITIONS

ARTICLE 1: PROFESSIONAL SERVICES

- 1.1 **Parties.** “Client” refers to the entity identified on Page 1 of the Proposal. “Engineer” refers to NRG Engineering.
- 1.2 **Services.** In connection with the property described in the Proposal (“Property”), Engineer shall render the professional services (“Services”) for the project described in the Proposal (“Project”) as outlined in the Proposal and any Amendments.
- 1.3 **Agreement.** The Professional Services Agreement includes the Proposal, Amendments to the Proposal, and these Terms and Conditions (collectively, the “Agreement”).

ARTICLE 2: PROPOSALS

- 2.1 **Scope.** The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific Services (“Basic Services”). Services not expressly included in Basic Services are considered “Additional Services,” for which Engineer is entitled to additional time and compensation on an hourly basis.
- 2.2 **Acceptance of Agreement.** Client shall authorize and Engineer shall commence work upon Engineer’s receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within ninety (90) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client’s oral authorization to proceed with the Services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer’s performance of the Services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization.

ARTICLE 3: CHANGES

- 3.1 **Changes.** The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to Services to be performed. If such changes cause an increase or decrease in the Engineer’s cost of, or time required for, performance of any Services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment or Additional Services Proposal.
- 3.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

- 4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer’s Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer’s control, including, without limitation, previously unknown conditions, market

factors, acts or omissions of third parties, decisions by governing jurisdictions, or other facts which may affect the future progress of the Project.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-Furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information. Engineer shall be entitled to rely on the accuracy and completeness of information, services, and work provided by other sand shall not be liable for same, even when incorporated into the Engineer's Services.

5.4 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or electronic form, are instruments of service for the Services and are owned by the Engineer regardless of whether Services are completed. Reuse, change or alteration by Client or by others acting through or on behalf of Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION BY CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY ENGINEER, AND ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services.** In performing Services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.7 **Changed Conditions.** Client shall rely on Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to Engineer. Should Engineer call for contract renegotiation, Engineer shall identify the changed conditions necessitating renegotiation and Engineer and Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit.** All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood and agreed that Engineer is not a professional cost estimator, has no control over market conditions, the cost of goods or labor, contractor

pricing decisions, or the ultimate cost of Client's Project, and any estimate of cost or Client's budget whether provided or agreed to by Engineer, represents opinion only. Engineer does not warrant that actual costs will not vary from those opinions. Changes in design of Client's Project necessary to adjust the cost of the Project at any time will be performed by Engineer as Additional Services.

5.10 **Construction Observation.** If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the Contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Client has not retained Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Permits.** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for Services shall be set forth in individual Proposal(s).

6.2 **Compensation.** Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at 5656 S. Staples, Ste 312, Corpus Christi, TX 78411, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within sixty (60) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.5 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of five percent (5%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.6 **Attorney's Fees.** In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion Engineer has failed or refused to prosecute the Services efficiently, promptly or with diligence, Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s). Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further Services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor.** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE TOTAL FEE PAID TO THE ENGINEER. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Engineer's scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control,

including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement.** If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

9.6 **Express Structural and Soils Disclaimer.** Client acknowledges and agrees Engineer is not providing geotechnical or structural services of any kind, is relying on information and work of other in this regard, and Engineer shall not be responsible for damage to Client or to structures or improvements caused by raising, shifting, heaving, swelling, settling, or other movement of soils or structures.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue.** Engineer and Client agree that the Services will be performed or partially performed in Nueces County, Texas, and the venue of any action under the Agreement shall be exclusively in Nueces County, Texas.

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns.** Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or

benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of Engineer's Services, Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

COMMUNICATION

SUBJECT: Consider recommendation of the Planning Board to approve a request from Paulette Clay for a conceptual “Grab & Go” food establishment to be located on the corner of S. San Antonio Street and W. Martin Luther King Drive; legal description is Lot 1, Block 52, Original Townsite subdivision (523 S. San Antonio Street). Presenter is Derrick Smith

INFORMATION:

MEETING: January 13, 2025 AGENDA ITEM _____

DATE: 01.07.2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss approval for a conceptual "Grab & Go" food establishment to be located on the corner of S. San Antonio and W. Martin Luther King Drive. The legal description is Lot 1, Block 52 of the Original Townsite (523 S. San Antonio St.).

Sec. 42-159. - Approval of planning commission required.

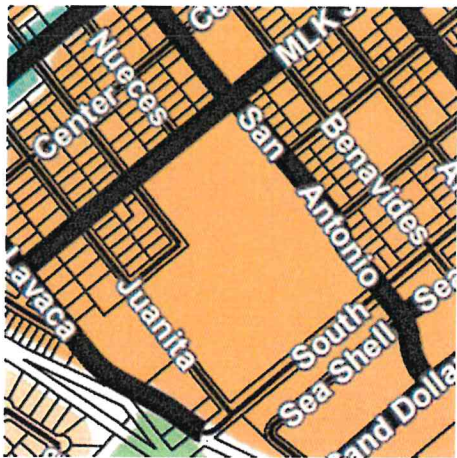
No person shall construct a multifamily dwelling, townhouse, patio home or other commercial development project without approval of said construction project by the planning commission...

The applicant is proposing a new "Grab & Go" food establishment to be located 523 S. San Antonio St. The applicant has spoken with the Victoria County Health Department and confirmed this type establishment is not considered a restaurant.

Future land Use Map

<https://portlavaca.org/wp-content/uploads/2020/10/Future-Land-Use-Plan.pdf>

The Future Land Use Map designates this area as Commercial.



Staff Recommendation: APPROVAL of the proposed "Grab & Go" food establishment to be located on the corner of S. San Antonio and W. Martin Luther King Drive (523 S. San Antonio Street).

Department Comments:

Engineering: Off-street parking shall be so arranged that in order to depart the premises, it shall not be necessary that any automotive vehicle be backed into a street.

Public Works: N/A

Fire: A suppression hood will not be required as there will be no frying of food on premises.

Development Services:

- The proposed “Grab & Go” will be required to have four off-street parking spaces. One space dedicated for ADA.
- A sidewalk will need to be installed for access from the parking lot to the entrance.
- A grease trap of proper sizing will need to be installed.
- A landscaping and signage plan shall be provided prior to construction.

PLANNING BOARD: Approval of request contingent on compliance with staff recommendations.

Attachments:

- Application
- CAD PIN #17332
- Conceptual site plan



CITY OF PORT LAVACA
TEXAS

Dec. 17th @ 5

Council Chamber

Section VIII. Item #10.

Item 1.

Application for Planning Board Review

(Required for all commercial / mixed use / residential more than 4 units ORD 42-159)

APPLICATION DATE: 11/20/24

TO: PLANNING BOARD

FROM: Paulette Clay PHONE: (330) 883-4602

SUBJECT: Restaurant (TO-GO)

ADDRESS: 523 San Antonio Port Lavaca, TX

SUMMARY DESCRIPTION:

Ready to serve meals. Meals will be refrigerated
Customer will walk in and purchase. No seating

LAND USE MAP: This area is shown as _____ on the Future Land Use Map.

FLOOD ELEVATION: _____ **BASE ELEVATION STRUCTURE:** _____

IS IT ON TXDOT HWY Yes/ No (If so coordinate access & drainage with TXDOT)

PARKING ORD 48-106 & 48-107: _____

INCLUDE THE FOLLOWING:

- Copy of plat
- Conceptual plan with location of existing/new structures, parking, setbacks, drainage etc.
- Number of units proposed
- Location of city water/sewer (Owner pays for service extension over 35' if no meter on property)
- Location Fire Hydrant (hydrant within 250ft of property)

TBD
SB
11/29/24

arcourtis04771@gmail.com

Address: 202 N. Virginia, Port Lavaca, TX 77979. Ph: (361) 552-9793

Ordinances: <https://portlavaca.org/city-departments/city-secretary/code-of-ordinances/>

Property Details

Account

Property ID: 17332 **Geographic ID:** S0001-00520-0001-00
Type: R **Zoning:**
Property Use: **Condo:**

Location

Situs Address: 523 S SAN ANTONIO PORT LAVACA, TX 77979
Map ID: S0001-00520-0001-00 **Mapsc0:**
Legal Description: PORT LAVACA ORIGINAL TOWNSITE, BLOCK 52, LOT 1
Abstract/Subdivision: S0001
Neighborhood: (1600) PORT LAVACA TOWN

Owner ⓘ

Owner ID: 75653
Name: CLAY PAULETTE Y
Agent:

Mailing Address: 1741 MAPLEWOOD
 WARREN, OH 44483

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$25,110 (+)
Improvement Non-Homesite Value: \$0 (+)
Land Homesite Value: \$7,700 (+)
Land Non-Homesite Value: \$0 (+)
Agricultural Market Valuation: \$0 (+)

Market Value: \$32,810 (=)

Agricultural Value Loss:

Appraised Value:	\$32,810 (=)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Assessed Value:	\$32,810
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

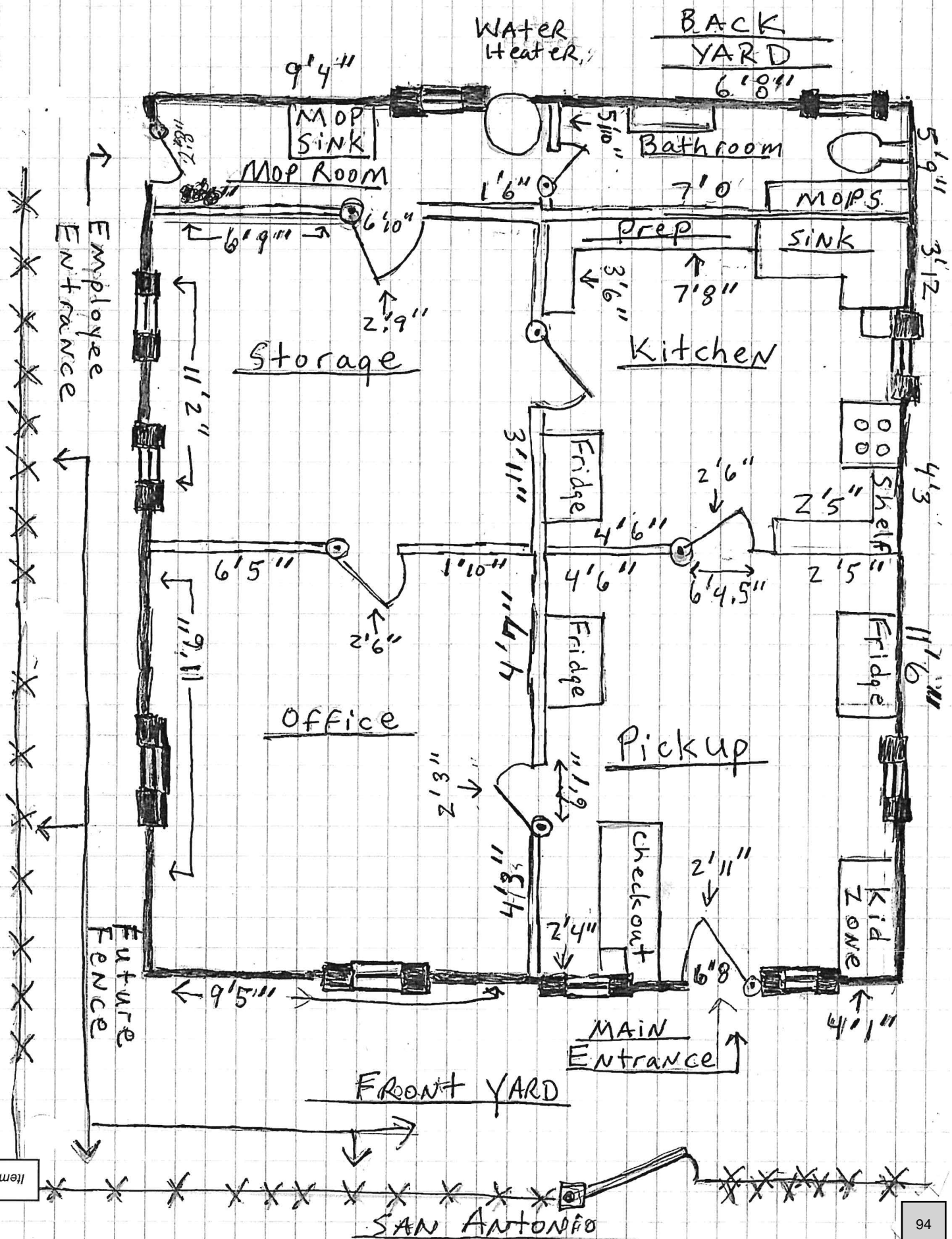
Owner: CLAY PAULETTE Y %**Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
G05	CALHOUN COUNTY	\$32,810	\$32,810	\$204.14	
NV6	CALHOUN PORT AUTHORITY	\$32,810	\$32,810	\$0.20	
S01	CALHOUN COUNTY ISD	\$32,810	\$32,810	\$247.65	
C04	CITY OF PORT LAVACA	\$32,810	\$32,810	\$262.48	
FML	FARM TO MARKET & LATERAL ROAD	\$32,810	\$32,810	\$0.00	
CAD	CALHOUN COUNTY APPRAISAL DISTRICT	\$32,810	\$32,810	\$0.00	
GWD	CALHOUN COUNTY GROUNDWATER CONSERVATION DISTRICT	\$32,810	\$32,810	\$2.23	

Total Tax Rate: 2.184400

Estimated Taxes With Exemptions: \$716.70

Estimated Taxes Without Exemptions: \$716.70



Item 1.

17338|BRICENO VERONICA

17332|CLAY PAULETTE Y

Driveway

Parking

S San Antonio St

WMLK Jr R

Ir Dr

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (F-1-24) of the City of Port Lavaca, Texas granting to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Port Lavaca, Texas for the transportation, delivery, sale and distribution of natural gas; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date. Presenter is Anne Marie Odefey

INFORMATION:

ORDINANCE NO. F-1-24

AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., DBA CENTERPOINT ENERGY TEXAS GAS OPERATIONS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF PORT LAVACA, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE AND DISTRIBUTION OF NATURAL GAS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. GRANT OF AUTHORITY. Subject to the terms, conditions and provisions of this ordinance, the right, privilege and franchise is hereby granted to CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, hereinafter called “Company,” to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the Public Rights-of-Way of the City of Port Lavaca, Texas for the transportation, delivery, sale and distribution of natural gas within the corporate limits of the City of Port Lavaca, as the same are now and as the same may from time to time be extended.

Section 2. DEFINITIONS.

- A. “City” shall mean the City of Port Lavaca, Texas.
- B. “Company” shall mean CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, a Delaware Corporation, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- C. “Facilities” shall mean pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections and attachments and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, supply, and sales of natural gas for heating, lighting, power, and any other purposes for which natural gas may now or hereafter be used.
- D. “Public Rights-of-Way” shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.
- E. “Street” shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 3. TERM OF FRANCHISE. This Franchise shall become effective on the Effective Date described in Section 21 and shall be in full force and effect for a term of five (5) years. This franchise shall automatically renew itself for successive five (5) year periods following the primary term unless either the City or Company provides notice to the contrary to the other at least ninety (90) days prior to the expiration of the primary term or any succeeding five (5) year renewal term.

Section 4. CONSTRUCTION AND MAINTENANCE OF NATURAL GAS DISTRIBUTION SYSTEM. All Facilities installed by Company shall be of sound material and good quality, and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal and State regulations and in the absence of such regulations in accordance with accepted industry practice. Within the Public Rights-of-Way, the location and route of the Facilities by the Company shall be subject to the reasonable and proper regulation, direction and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing to the extent provided in Section 13 the relocation of Company's Facilities at Company's cost within the Public Rights-of-Way of the City whenever such relocation shall be reasonably necessary to accommodate the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. Company shall keep current and up-to-date maps showing the physical location of Company's facilities and make available for inspection by the City at no cost during normal working hours.

Section 5. STREETS TO BE RESTORED TO GOOD CONDITION. Company and its contractors shall give City reasonable notice, of the dates, location, and nature of all work to be performed on its Facilities within the Public Rights-of-Way. This Franchise shall constitute a permit to perform all work on Company's Facilities within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of-Way when necessary for the installation, replacement, abandonment, operation, or maintenance of Company's Facilities. Company and contractors performing work for Company shall not be required to obtain any permits in addition to the Franchise or to pay any license, charge, fee, street or alley rental, or other character of charge or levy in addition to the franchise fee in order to perform work on Company's Facilities, or park within the Streets and other Public Rights-of-Way. If City does charge Company any such additional amount, then Company may deduct the amount charged from the next succeeding franchise payment or payments, as provided in Section 7, until fully reimbursed. Following completion of work in the Public Rights-of-Way, Company shall repair the affected Public Rights-of-Way as soon as possible, but in all cases Company shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work. Company shall not be required to pay City any fees for costs incurred by City for outside professional review of any work on Company's Facilities within Public Rights-of-Way. Company shall not be required to provide City with engineering or design documentation that has a professional engineer stamp for any work on Company's Facilities within Public Rights-of-Way.

Section 6. QUALITY OF SERVICE. The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality-of-service rules of the Railroad Commission of Texas, state and federal regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies and equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

Section 7. PAYMENT TO THE CITY. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the city in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the Company agrees to pay to the City franchise fees in the amount and manner described herein, subject to an offset as described in Section 5.

Company agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to four percent (4 %) of the Company's gross receipts for the preceding calendar quarter received by the Company from the sale of gas within the corporate limits of the City plus seven cents (7¢) per Mcf for natural gas transported by Company for its Transport Customers during such quarter. "Transport Customer" means any person or entity for whom Company transports gas through the distribution system of Company within the corporate limits of City for consumption within the corporate limits of City. The franchise fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by Company after the Effective Date of this Franchise. In no event shall the Company be required to remit to the City franchise fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

Section 8. ANNEXATIONS BY CITY. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Port Lavaca.

After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to gross receipts and transport fees received by the Company from customers located within such annexed territory. Company shall true-up its map of City boundaries to the City's map on an annual basis.

Section 9. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive rights or privileges of any nature whatsoever.

Section 10. COMPLIANCE AND REMEDIES. (a) In the event the Company by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Company in writing of such violation. Should the Company fail or refuse to correct any such violation within thirty (30) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Company must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise the Company that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date, and place of the hearing.

(a) Other than its failure, refusal, or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, the Company shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(b) The rights and remedies of City and Company set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

Section 11. RESERVE OF POWERS. Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Charter and Ordinances of the City of Port Lavaca or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION 12. INDEMNITY. THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “THE CITY”) HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY’S NATURAL GAS DISTRIBUTION SYSTEM, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

Section 13. RELOCATION OF FACILITIES. The Company shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at Company’s own expense, exclusive of Facilities installed for service directly to City, whenever such shall be reasonably necessary on account of the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by City of City utility lines or drainage facilities. City shall bear the costs of all relocations of Facilities installed for service directly to City and of any relocation of other Facilities requested by City for reasons other than the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility lines or drainage facilities.

Section 14. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 15. RECORDS AND REPORTS. (a) Books of Account. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the company’s principal office in Houston, Texas.

(a) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to

Company’s operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(b) Interest on Underpayments and Overpayments. (1) Amounts due to City for late payments shall include interest, compounded daily equal to the return on equity plus three percent (3%) granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. (2) If the City identifies, as a result of a franchise fee compliance review, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall include simple interest equal to the return on equity granted to the Company in its most recent proceeding fixing rates applicable to customers within the corporate limits of the City; provided, however, if there is a change in the approved return on equity during the time period subject to the City’s audit or inquiry, then for each time period during which there was an overpayment, the approved return on equity in effect during such time period shall be used in calculating interest under this subparagraph (c). Interest payable on such sums shall be credited to customers.

Section 16. EASEMENT. In consideration for the compensation set forth in Section 7, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first grant Company an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use of Company.

Section 17. ACCEPTANCE. The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Port Lavaca either 1) a written statement signed in its name and behalf in the following form or 2) this document duly executed below by the Vice President of Regional Operations:

“To the Honorable Mayor and City Council Members of the City of Port Lavaca:

CenterPoint Energy Resources Corp., DBA CenterPoint Energy Texas Gas Operations, its successors and assigns, hereby accepts the attached Franchise Ordinance, and agrees to be bound by all of its terms and provisions.”

CENTERPOINT ENERGY RESOURCES CORP.,
DBA CENTERPOINT ENERGY TEXAS GAS
OPERATIONS

By: _____
Print Name and Title:
Regional Operations

Dated this ____ day of _____.

Section 18. GOVERNING LAW AND SEVERABILITY. This Franchise shall be governed and construed according to the laws of the State of Texas excluding, however, any conflict of laws rule that would apply the law of another jurisdiction. If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Port Lavaca in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 19. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

CenterPoint Energy Resources Corp.
Vice President, Regulatory Relations
P.O. Box 4567
Houston, TX 77210-4567

With a copy to:

Regulatory Legal
P.O. Box 2628
Houston, TX 77252-2628

Every such communication to the City or the City Council shall be sent to:

City of Port Lavaca
Jack Whitlow, Mayor
202 N. Virginia Street
Port Lavaca, Texas 77979

With a Copy to:

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

Section 20. PUBLICATION, PASSAGE, AND EFFECTIVE DATE. This Franchise, having been published, if required, shall take effect and be in force from and after the first day of the month following thirty days after receipt by the Company's acceptance filed pursuant to Section 17 ("Effective Date"). The Company shall pay the cost of those publications.

Section 21. COMPLIANCE WITH CHARTER AND ORDINANCES. This Franchise, the rights granted hereby, and the operations and activities performed by Company pursuant hereto shall be subject to applicable provisions of the Charter of the City of [NAME OF CITY], Texas. Except to the extent otherwise expressly provided herein, the Franchise and rights granted hereby and the operations and activities performed by Company pursuant hereto, shall be subject to all valid ordinances and regulations of the City insofar as such ordinances and regulations (a) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to Company hereby, (b) do not conflict with or are not inconsistent with the terms and provisions contained in this ordinance, (c) do not modify, preempt, or cause Company to violate the terms of a tariff approved by the Railroad Commission of Texas, Railroad Commission Rules, or the Gas Utility Regulatory Act, or (d) do not unreasonably regulate the Company’s operations and activities in the City Right of Way. If Company believes a future Ordinance unreasonably regulates its operations and activities in the City Right-of-Way, City and Company shall meet and reach a mutually agreeable solution.

FIRST READING this 9th day of December, 2024.

Jack Whitlow, Mayor

SECOND READING this this 13th day of January, 2025.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 13th day of January, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Absent		
Councilman Burke	Aye		

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

THE STATE OF TEXAS §
 §
COUNTY OF CALHOUN §

I, the duly appointed, qualified and acting City Secretary of Port Lavaca, Texas, do hereby certify that the above and foregoing ordinance was read, passed and adopted on the second reading at a regular meeting of the City Council of said Port Lavaca Texas, held on the 13th day of January, 2025; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that Mayor Jack Whitlow and six (6) City Council Members were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books for the purpose of recording the ordinances of the City of Port Lavaca, Texas.

EXECUTED under my hand and the official seal of the City of Port Lavaca, Texas at said City, this 13th day of January, 2025.

Mandy Grant, City Secretary

[SEAL]

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (S-5-24) of the City of Port Lavaca for amendment(s) to the Base Ordinance S-2-24 for 2024-2025 fiscal year budget; providing for Budget Amendment(s); providing for severability, repealing all ordinances in conflict and establishing an effective date. Presenter is Jody Weaver

INFORMATION:

ORDINANCE NO. S-5-24

AN ORDINANCE OF THE CITY OF PORT LAVACA, TEXAS FOR AMENDMENT(S) TO THE BASE ORDINANCE NO. S-2-24 FOR 2024-2025 FISCAL YEAR BUDGET; PROVIDING FOR BUDGET AMENDMENT(S); PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Port Lavaca’s current 2024-2025 Annual Budget was passed and approved by Base Ordinance No. S-2-24 on September 16, 2024; and

WHEREAS, department specific equipment, projects, and staffing are each an integral part of the annual budget and efficient and productive operations for the City as a whole; and

WHEREAS, staff recommends the various changes and amendments to the original budget to meet the challenges that serve a municipal purpose and have arisen since the original budget adoption, as authorized by Local Government Code Section 102.010; and

WHEREAS, the City Council has determined that this budget amendment is necessary and proper, serves a municipal purpose and will help the City better protect the health, safety and welfare of the general public.

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

SECTION 1: The City Council of the City of Port Lavaca, Texas does hereby approve an amended budget for the City of Port Lavaca General Fund for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, as set forth in the attached Exhibit A Budget Amendment.

SECTION 2: That all other portions of the original adopted budget shall remain as adopted.

SECTION 3: Severability. Should any section, subsection or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the Ordinance as a whole or any other remaining portions of this Ordinance.

SECTION 4: Repeal. This Ordinance shall be cumulative of all provisions of ordinances of the City of Port Lavaca, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5: Effective Date. This ordinance shall take effect from and after the earliest date provided by law following its adoption and publication as provided by law.

FIRST READING this 9th day of December, 2024

Jack Whitlow, Mayor

SECOND AND FINAL READING this 13th day of January, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 13th day of January, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Absent		
Councilman Burke	Aye		

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

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-10-24) of the City of Port Lavaca amending the ordinance codified and described in the City of Port Lavaca's Code of Ordinances as Chapter 2, Administration, Article V, Finance, Division 1. - Generally, adding Section 2-126 for Credit Card Convenience Fee; providing for purpose of ordinance; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

ORDINANCE NO. G-10-24

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES AS CHAPTER 2, ADMINISTRATION, ARTICLE V, FINANCE, DIVISION 1. - GENERALLY, ADDING SECTION 2-126 FOR CREDIT CARD CONVENIENCE FEE; PROVIDING FOR PURPOSE OF ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the city incurs costs in the form of credit card surcharges when processing utility, fee, fine, or penalty payments made by credit cards; and

WHEREAS, Texas Local Government Code Section 132.002(b) provides the city council may authorize a municipal official who collects fees, fines, court costs, or other charges to: (i) accept payment by credit card of a fee, fine, court cost, or other charge; and (2) collect a reimbursement fee for processing the payment by credit card; and

WHEREAS, Texas Local Government Code Section 132.003 provides that in establishing a reimbursement fee the city council shall set the reimbursement fee in an amount that is reasonably related to the expense incurred by the municipal official in processing the payment by credit card; not to exceed five percent of the fee, fine, court cost, or other charge; and

WHEREAS, if, for any reason, a payment to the city by credit card is not honored by the credit card issuer, Texas Local Government Code Section 132.004 provides city council may impose a service charge, equal to the service charge fee charged for the collection of a check drawn on an account with insufficient funds; and

WHEREAS, city council deems it appropriate to impose the reimbursement charge and service charges authorized by Texas Local Government Code Chapter 132, to recoup the city's costs for processing payments by credit cards.

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

SECTION 1. The fees and any amendments to these fees thereafter, will be established in Appendix A, Fees, Rates and Charges of the City of Port Lavaca Code of Ordinances.

SECTION 2. If any provisions, sections, exceptions, subsections, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances and to this end all provisions of this ordinance are declared to be severable.

SECTION 3. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 4: This ordinance shall become effective February 2025.

FIRST READING this 9th day of December, 2024

Jack Whitlow, Mayor

SECOND AND FINAL READING this 13th day of January, 2025

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 13th day of January, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Absent		
Councilman Burke	Aye		

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

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-11-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, CH 38 Solid Waste, Sec. 38-29 Residential Garbage/brush/bulk collection; CH 2 Administration, Sec. 2-126 Credit Card Use Fee; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

ORDINANCE #G-11-24

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

ARTICLE I. GENERAL

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

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

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

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A”. Text that remains unchanged will be in black-colored letters, text that is new will be identified by bold red-colored letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs, and both highlighted in yellow:

- Chapter 2: Administration – Finance – Division 1 - Generally
 - Sec. 2-126 Credit Card Convenience Fee
 - E-Commerce Payments (Online)
 - Point of Sale Payments

- Chapter 38: Solid Waste (Residential Rate)
 - Sec. 38-29 Garbage/Brush/Bulk Collection
 - Sec. 38-29 Rate per Additional Cart

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 9th day of December, 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 13th day of January, 2025.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 13th day of January, 2025.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Absent		
Councilman Ward	Absent		
Councilman Burke	Aye		

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

CITY OF PORT LAVACA - PART II - CODE OF ORDINANCES
APPENDIX A - FEES, RATES AND CHARGES

Section VIII. Item #14.

EXHIBIT A

CHAPTER 2 – ADMINISTRATION, ART V, FINANCE, DIVISION 1, GENERALLY

Section No.	Subject	Fee Amount
2-126	Credit Card Convenience Fee	
	E-Commerce Payments (Online)	\$0.50 per transaction plus 0.89% of Sale
	Point of Sale Payments	2% of Sale

CHAPTER 38 – SOLID WASTE

Section No.	Subject	Fee Amount
<u>38-29</u>	Residential Rate	
	Garbage/brush/bulk collection	\$20.31 \$21.12
	Rate per Additional Cart	\$16.11 \$16.75
	City-wide cleanups	\$0.70
<u>38-30</u>	Commercial Rate	Per contract
	Prices are per contract through the solid waste provider	

(Ord. No. G-5-93, §§ 12, 13, 9-30-1993; F-1-10 (New Solid Waste Ordinance); Ord. No. G-1-12, art. II, 3-12-2012; Ord. No. G-3-13, art. II, 9-9-2013; [Ord. No. G-10-16](#), art. II, 9-12-2016; Ord. No. [G-2-20](#), art. II, 4-13-2020; Ord. No. [G-3-21](#), art. II, 5-10-2021; Ord. No. [G-4-22](#), art. II, 5-9-2022; [Ord. No. G-1-24](#), art. II (Exh. A), 2-12-2024)