



CITY COUNCIL REGULAR MEETING

Monday, February 12, 2024 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, February 12, 2024 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the items listed.

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/85028121392?pwd=RFp6Q2t4WjM3emwxQ1kyM28xV29Vdz09>

Meeting ID: 850 2812 1392

Passcode: 459040

One tap mobile

+13462487799,,85028121392#,,, *459040# US (Houston)

Dial by your location

+1 346 248 7799 US (Houston)

I. ROLL CALL**II. CALL TO ORDER****III. INVOCATION****IV. PLEDGE OF ALLEGIANCE****V. PRESENTATION(S)****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 January 08, 2024 Regular Meeting

B. Minutes of January 29, 2024 Workshop Session

C. Review of Credit Card Statement

D. Receive Monthly Financial Highlight Report

E. Review Quarterly Investment Report (October 01, 2023 thru December 31, 2023)

F. Receive Victoria Economic Development Corporation (VEDC) Monthly Report

G. Consider approval of lease agreement with Allied Universal for Suites 1E and 1F at Nautical Landings Office Building

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

1. Consider request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, March 31, 2024 and waive any fees associated with the event. Presenter is Tania French

2. Consider request of Total Impact for the use of Bayfront Peninsula Park Pavilions for Cinco de Mayo event on Saturday, May 04, 2024 and waive any fees associated with the event with the exception of Alcohol in the Park permit fee. 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, 2024 to Noon on Sunday, April 07, 2024. Presenter is Tania French

4. Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2024 for Iguana Fest. Presenter is Tania French

5. 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 04, 2024. Presenter is Mandy Grant

6. Consider agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2024 to September 30, 2024. Presenter is Wayne Shaffer
7. Consider Interlocal agreement between the City of Port Lavaca, Texas and Calhoun County, Texas for Economic Development Services. Presenter is Jody Weaver
8. Consider approval of the Matagorda Bay Mitigation Trust (MBMT) Contract for the City of Port Lavaca Downtown Waterfront Public Access Improvements project. Presenter is Jody Weaver
9. Consider Urban Engineering Task Order No. 35 for Ann Street Lift Station Replacement project, including preparation/submittal of UPRR (Union Pacific Railroad) Permit. Presenter is Jody Weaver
10. Consider Urban Engineering Task Order No. 36 for Downtown Waterfront Public Access Improvements Project – Funded in part by Matagorda Bay Mitigation Trust (MBMT) 2024 Grant. Presenter is Jody Weaver
11. Consider Second and Final reading of an Ordinance (G-1-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 38 Solid Waste Residential Rates; and providing an effective date. Presenter is Jody Weaver
12. Consider Resolution No. R-021224-1 for the purpose of adopting the 2024 Water Conservation Plan (WCP) for the City of Port Lavaca to promote responsible use of Water Consumption Reduction as required by 2007 House Bill 4 of the Texas State Legislature. Presenter is Wayne Shaffer
13. Consider Resolution No. R-021224-2 in support of the proposed Cottages on Independence, TDHCA#24228, an affordable rental housing development by Cottages on Independence, LP, to be located on Property ID No. 94457 near the intersection of Independence Drive and Sandcrab Blvd in the City of Port Lavaca. Presenter is Jody Weaver
14. Receive annual report from the Police Department for Racial Profiling. Presenter is Colin Rangnow
15. Consider declaring city-owned Oriental decorations as surplus and authorize the Interim City Manager to dispose of same. Presenter is Jody Weaver
16. Consider request of the following departments to declare city-owned vehicles as surplus and authorize the disposal of said vehicles by releasing to Enterprise Fleet Management to auction off: Police Department: 8 seized vehicles, 2 administrative vehicles and 1 patrol vehicle; Public Works Department: 9 vehicles; Ports & Harbors: 1 vehicle; Fire Department: 1 vehicle. Presenters Colin Rangnow, Wayne Shaffer and Joe Reyes
17. Consider awarding Construction Bid for the 2024 Alcoa Drive and Austin Street Waterline Improvements Project. Presenter is Wayne Shaffer
18. Announcement by Mayor that City Council will retire into closed session:
 - To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Interim City Manager]). Presenter is Mayor Whitlow

- [19.](#) Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, February 12, 2024**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Thursday, February 08, 2024**.

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 January 08, 2024 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, January 08, 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 8th day of January, 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 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| Ken Barr | Councilman, District 6 |

And with the following absent:

None

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

II. CALL TO ORDER

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

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) BY THE MAYOR

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

- Mayor asked for comments from the public and the following citizens spoke:
 - Joe Trevino, 2499 W. Austin (Texas Lakeside RV) RV Park License to Operate
 - Daniel Brown and Loretta Brown, 1818 Broadway (Lavaca Bay RV) City RV Park in competition with local RV Parks
 - Russell Cain, P O Box 565, in support of local RV Park businesses

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

- A. Minutes of December 04, 2023 Special Meeting and Workshop Session
- B. Minutes of December 11, 2023 Regular Meeting
- C. Review of Credit Card Statement
- D. Receive Monthly Financial Highlight Report
- E. Receive Victoria Economic Development Corporation (VEDC) Monthly Report
- F. Ratify City Manager’s approval of Change Order No. 1, in the amount of \$29,751.80 for the Chevy Chase St. Improvements and Select Curb & Gutter Replacement and concrete repairs

Motion made by Councilman District 6 Barr

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

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

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

1. **Receive notification from Allied Waste Services of Texas/Republic Service of Corpus Christi (AW) regarding 4% annual rate increase per Third Amendment to the Solid Waste Collection and Disposal Contract with the City of Port Lavaca, effective February 01, 2024. Presenter is Mike Reeves of Republic Services**

Mike Reeves of Republic Services was not in attendance and Interim City Manager Weaver presented this agenda item on his behalf. She advised Council that in accordance with Section 10 of the Solid Waste Collection and Disposal Contract between BFI Waste Services of Texas, LP d/b/a Republic Services of Corpus Christi and the City of Port Lavaca, Republic submitted a comparative statement reflecting a four percent (4%) increase in the Base Residential Rate.

The current Base Residential Contract Rate is \$19.53 and applying the above fixed rate of four percent (4%) to the new Base Rate will be \$20.31 (.78¢ increase) effective February 01, 2024.

No action necessary and none taken.

2. **Consider Resolution No. R-010824-1E for establishing provisions for conduct for the City of Port Lavaca General Officers Election held on the uniform date of May 04, 2024 and authorize Mayor to issue Order of Election. Presenter is Mandy Grant**

Motion made by Councilman District 3 Tippit

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 04, 2024.

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 04, 2024, 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 Mayor, At-Large Position, for a term of two (2) years; and
- One Council Member, Single District Two (2), for a term of 3 years; and
- One Council Member, Single District Six (6), for a term of 3 years; and

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

- a) In addition to the requirements of state law, at the time of election to office, the Mayor and each member of Council shall be at least twenty one (21) years of age, shall be a United States citizen and qualified voter of the State of Texas, shall have resided in the City for not less than one (1) year immediately preceding the election filing deadline and, if elected from a district, shall have resided in the district from which elected for not less than six (6) months immediately preceding the election filing deadline.

b) Candidates for office shall make a sworn application for a place on the ballot within the times prescribed by the Texas Election Code and pay any filing fee established by ordinance. Applications shall designate the position sought and applications for council member shall include the district number, if applicable. It shall be the duty of the Office of the City Secretary of the City of Port Lavaca to place the name of all qualified candidates making timely application on the official ballot. Legal proof of length of residency in the City and/or district must be presented to the Office of the City Secretary upon filing for office.

SECTION 3. THAT, per City Charter, Article 4.03, the candidate receiving a majority of the votes cast for the office sought shall be elected to that office.

In the event no candidate receives a majority of the votes cast at the regular election, then and in that event, a run-off election shall be held in accordance with Texas Election Law following procedures therein.

SECTION 4. THAT, the Office of the City Secretary of the City of Port Lavaca shall consist of the City Secretary and/or the Assistant City Secretary and shall perform all duties necessary to conduct the general officer’s election.

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

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

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

SECTION 7. THAT, Early Voting Days and extended hours to vote on a Saturday shall be conducted during the following schedule in 2024:

Monday	April	22	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	23	from	7:00	a.m.	to	7:00	p.m.
Wednesday	April	24	from	8:00	a.m.	to	5:00	p.m.
Thursday	April	25	from	7:00	a.m.	to	7:00	p.m.
Friday	April	26	from	8:00	a.m.	to	5:00	p.m.
Saturday	April	27	from	9:00	a.m.	to	2:00	p.m.
Monday	April	29	from	8:00	a.m.	to	5:00	p.m.
Tuesday	April	30	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 weekday 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	04	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.

Seconded by Councilman District 5 Ward

Voting Yea:

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

- 3. **Consider Resolution No. R-010824-2 of the City of Port Lavaca to nominate a candidate to fulfill the unexpired term of W.H. “Bill” Bauer, Jr. for the Board of Directors of the Calhoun County Appraisal District (CCAD) for the 2024-2025 regular term. Presenter is Jody Weaver**

Mayor Whitlow announced he was ready for nominations:

- Councilman Tippit nominated Councilman Tim Dent.
- Councilman Ward nominated Victor Fredericksen.
- Councilman Dent declined and was fine with nomination of Victor Fredericksen.
- Councilman Tippit withdrew his nomination.

Motion made by Councilman District 5 Ward

WHEREAS, for the nomination of a candidate for the Board of Directors to fulfill the unexpired term due to the resignation of W. H. "Bill" Bauer, Jr. from the Board of Directors; and

WHEREAS, the CITY OF PORT LAVACA is a taxing unit entitled to nominate a candidate for the Board of Directors of the Calhoun County Appraisal District, if so desired.

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

THAT, the name of Victor Fredericksen is nominated and submitted for election to the Calhoun County Appraisal District Board of Directors for the term beginning January 01, 2024 and ending December 31, 2025 by Resolution No. R-010824-3:

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

Seconded by Councilman District 2 Dent

Voting Yea:

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

4. **Consider Resolution No. R-010824-3 authorizing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2024. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that with the receipt of bids for the construction of Phase 1 and Phase 2 of Alamo Heights, we are now in a better position to determine the amount of Series 2024 CO's we need to complete the Capital Improvement project that we planned when the \$7.5M Series 2022 CO's were issued.

Weaver presented a spreadsheet which showed the following:

- The first column shows the breakdown of how we initially estimated the use of the \$7.5M.
- The second column shows how we have/are actually spending these dollars.
- The third column shows the proposed use of a 2024 issuance.
- Although we have not bid on the Independence Road project yet, the cost estimate shown uses the unit prices from the recently bid Alamo Heights project, so we are relatively confident that the engineer's estimate is within contingency.

- So in order to award the work of Phases 1 & 2 of the Alamo Heights Streets and Drainage improvements and then reconstruct Independence from Virginia to Sandcrab with a sidewalk on one side, we need a little over \$11.6M.
- The Anne Street Lift Station is in great need of reconstruction. We applied for a grant for this a couple of years ago, but because all of the drainage basin is not in a Low-to-Moderate income area, the application was rejected. This cost is approximately \$0.9M (and would be paid from water rates). This would bring the total to \$12.5M

Preliminary calculations indicate that we can reasonably expect to be able to issue this \$12.5M and still generate the same dollars as fiscal year 23-24 for O&M by raising the tax rate back to 0.7944.

- I understand there is a desire to include the reconstruction of Independence from Sandcrab to Half League. This would add an estimated \$1.6M in cost.
- We also recognize that there are some potential residential development opportunities along Independence that are stalled because the area has no sewer. A lift station would cost approximately \$0.9 M and could be added as Economic Development dollars.

To accomplish all these projects, the total would be \$15M, however at this level, most assuredly the property tax rate would need to increase a couple of pennies.

At this time, Council is only authorizing the publication of a Notice of Intent (NOI) to Issue CO's and establishing a MAXIMUM amount that is being considered. Later in February Council will actually vote on the final amount to issue, which can always be less than what is stated in the NOI, but it can't be more.

This information and preliminary calculations have been shared and reviewed with the Finance Committee. Based upon the preliminary calculations, if we needed to increase the property tax rate to say \$0.81, that would equate to \$23.40 additional tax on a \$150,000 house (above the 0.7944) or \$44 on that same house above the current 0.7807.

Staff recommends that Council adopt the proposed resolution as presented to authorize publication of the Notice of Intent (NOI) to issue Combination Tax & Revenue Certificates of Obligation, Series 2024, in an amount NOT TO EXCEED \$15 million.

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 Resolution No. R-010824-3 authorizing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2024, in an amount not to exceed Fifteen Million Dollars (\$15,000,000.00).

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

5. **Consider award of Alamo Heights Improvement Project contingent upon receipt of Bond Funds from Combination Tax and Revenue Certificates of Obligation, Series 2024. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that on December 14, 2023 staff received two bids for the 2023 Capital Improvement Project – Alamo Heights Phase 1 and Phase 2 and are as follows:

Description of Project	Lester Contracting, Inc.	Mercer Construction
Base Bid	\$5,554,639.25	\$6,213,419.81
Calendar Days	620 Days	646 Days
Base Bid – Owner’s Option A	\$5,525,089.25	\$6,199,320.34
Calendar Days	620 Days	666 Days
Add Alternate Bid	\$3,417,591.75	\$3,713,138.36
Calendar Days	320 Days	380 Days
Add Alternate Bid – Owner’s Option A	\$5,525,089.25	\$6,199,320.34
Calendar Days	620 Days	666 Days

The **Base Bid** of this project includes:

- Jackson St. from 5th to Alcoa, Leon St. from Seadrift to Alcoa and 3rd, 5th, and 7th Streets from Jackson to the north side of Leon. Sidewalks are included on one side of Jackson and Leon and both sides of 3rd, 5th, and 7th. This also includes the replacement of the waterline on Leon from 5th to Alcoa and on 5th from Leon to the north end of the project. (Low Bid = \$5,554,639.25).

The **Additive Alternate Bid** includes:

- Justice from Seadrift to Alcoa, and 3rd, 5th, and 7th Streets from the north side of Leon to midway between Justice and Algee. Sidewalks are included on one side of Justice and both sides of 3rd, 5th, and 7th. (Low Bid = \$3,417,591.75).

The Owner’s Option would allow the contractor to remove and replace all curbing first, without tearing up all of the pavement, placing 6” of stabilized cement backfill under the new curbs. The advantage to this is that the road is not in a torn-up condition for as long. The downside is this method of construction is not as strong as extending the full section of 6” lime subgrade and 6” flex base fully under the curb. The Owner’s option would save only \$54,707.00 on the whole project but may be preferred by the residents.

Financial Considerations:

This project will be paid for with 2024 Series Bonds so the award will be contingent upon receipt of these funds.

Motion made by Councilman District 2 Dent

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

THAT, in accordance with the recommendation of staff, Council hereby approves award of the Construction Contract for the Alamo Heights Improvement Project, to Lester Contracting, Inc., for the Base Bid (\$5,554,639.25) and Additive Alternate Bid (\$3,417,591.75) totaling an amount of \$8,972,231.00, CONTINGENT upon receipt of Bond Funds from Combination Tax and Revenue Certificates of Obligation, Series 2024.

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

Seconded by Councilman District 3 Tippit

Voting Yea:

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

6. **Consider Resolution No. R-010824-4 of the City of Port Lavaca requesting Financial Assistance from Texas Water Development Board (TWDB) for the Lynn's Bayou Wastewater Treatment Plant (WWTP) Expansion Project. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that in December 2022, Council authorized AECOM Task Order No. 5 which included a 30% project design and assistance as needed to apply for a Texas Water Development Board (TWDB) loan for funding.

AECOM completed the 30% design and submitted a pre-application for project inclusion in the 2024 Intended Use Plan. On November 28, 2023, we received notification from the TWDB that our project was included in the 2024 IUP and we have been invited to submit an application for funding through the TWDB Clean Water State Revolving Fund.

The deadline to submit the INTENT TO APPLY was December 28. We submitted this information to TWDB and edited the amount to reflect the construction cost estimate of \$39.315 M, which is the current estimate following the 30% design. Recall that AECOM's construction estimate about 3 years ago was around \$15M, but with the increased cost of materials and construction and increased effluent limits likely to be imposed by the Texas Commission on Environmental Quality (TCEQ), the construction estimate has over doubled. Understand though that there is a 30% contingency included at this stage of design.

Note also that this is the project which DOW Chemical has made application to the Department of Energy for funding as well.

The deadline to apply for this funding from the FY 2024 State funds is January 29, 2024. I have authorized an amendment to AECOM’s contract for \$22,831.00 to prepare the required Desktop Environmental Review required for the application.

Action needed at the January Council meeting is to approve a Resolution requesting Financial Assistance from the TWDB, authorize the filing of the application, and make certain designations with regard to the application.

Financial Considerations:

We have included our financial advisor in the discussions regarding this application. This method of financing involves a low interest loan and is accepted as the best way to finance very large expenditures such as this. Bottom line, the city is under no obligation to follow through with this loan if offered, but there are narrow windows of opportunity to apply. Applying now lets TCEQ know we continue to move forward with their requirement that we expand the capacity of the Wastewater Treatment Plant. I can report that DOW’s application to the DOE did make it through to the second phase, but I have had no new updates in the last few weeks. Hopefully, any loan with TWDB will be much less than \$39M.

Motion made by Councilman District 6 Barr

WHEREAS, a Resolution by the City Council of the City of Port Lavaca, Texas requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith.

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

SECTION 1. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$39,315,000.00 to provide for the costs of Lynn's Bayou Wastewater Treatment Plant Expansion.

SECTION 2. That Interim City Manager JoAnna P. Weaver be and is hereby designated the authorized representative of the City of Port Lavaca for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Port Lavaca before any hearing held by the Texas Water Development Board on such application, to wit:

- Financial Advisor: R. Dustin Traylor
RBC Capital Markets
- Engineer: Vinoth Manoharan, P.E.
AECOM Technical Services, Inc.
- Bond Counsel: Gregory Miller
Bickerstaff Heath Delgado Acosta LLC (BHDA)

Seconded by Councilman District 5 Ward

Voting Yea:

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

7. **Consider Interlocal Agreement between the City of Port Lavaca and the Calhoun County Appraisal District (CCAD) for the Assessment and Collection Functions of Taxes. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that this was a renewal of a standard agreement between the City of Port Lavaca and the Calhoun County Appraisal District, for the purpose of assessing property and the collection of taxes for a period from January 1, 2024 through December 31, 2026. Staff recommends the agreement be renewed, a copy which is in the office of the City Secretary, in its entirety.

Motion made by Councilman District 6 Barr

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

THAT, in accordance with recommendation of staff, Council hereby approves and adopts the agreement made and entered into by and between the Calhoun County Appraisal District and the City of Port Lavaca; for the purpose of assessing and collection of taxes for a period from January 1, 2024 through December 31, 2026.

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

Seconded by Councilman District 5 Ward

Voting Yea:

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

8. **Consider First reading of an Ordinance (G-1-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 38 Solid Waste Residential Rates; and providing an effective date . Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that as per the 4th Amendment to our contract with Republic Services, the rates will be increased effective February 01, 2024 by four-percent (4%). Residential Trash pickup will be increased from \$19.53/month to \$20.31/month.

The City has been charging customers who need/want one or more additional carts, the same fee per cart as the required cart for service. Republic charges the City a lesser amount for additional carts. If we increase both single carts and multiple carts to the \$20.31 and keep the City-wide cleanup fee at \$0.35, we generate about \$81,935.00 a month.

If we reduce the multiple cart fee to \$16.11 (what Republic charges us) then the reduction in revenue is \$1,268 a month. If we divide this among our customers it equals \$0.35. So, if we increased the City-wide Cleanup fee to \$0.70 across the board, we would generate the same revenue as if we charge for the multiple carts.

We are asking Council to consider 2 options to amend the garbage rate: Both options will generate equivalent revenue. The difference is that in Option A, the additional revenue is collected from multiple cart customers, whereas in Option B, it is spread equally across all customers.

Option A:

Ordinance Section	Subject	Current Fee	New Fee	Increase Amt for Garbage Rate for 1 cart
38-29	Residential Rate Garbage/brush/bulk collection	\$19.53	\$20.31	
	Rate per Additional cart	\$19.53	\$20.31	
38-30	City-wide cleanups	\$ 0.35	\$ 0.35	
	TOTAL Residential Fee	\$19.88	\$20.66	\$0.78

Option B:

Ordinance Section	Subject	Current Fee	New Fee	Increase Amt for Garbage Rate for 1 cart
38-29	Residential Rate Garbage/brush/bulk collection	\$19.53	\$20.31	
	Rate per Additional cart	\$19.53	\$16.11	
38-30	City-wide cleanups	\$ 0.35	\$ 0.70	
	TOTAL Residential Fee	\$19.88	\$21.01	\$1.13

Note: Regardless of the number of carts, each customer is allowed the 12 CY of brush/bulk per month, same as a single cart.

On an additional note, I have looked through the City's records and I do not find that the City has historically charged any additional percentage or fee above what Republic charges to account as an administration fee. It looks like the additional City-wide cleanup fee has fluctuated over the years and is the only additional fee charged above what Republic charges the City.

Staff recommends Council consider that Option B is more equitable among all customers and may help encourage customers that really need a second cart to do get one. It should also be noted that the Cleanup Fee has been over \$1.00 in the past. Seventy cents (\$0.70) per customer per month will generate a little over \$30,000.00 to go toward costs associated with the annual spring cleanup as well as Code Enforcement efforts involved in brush/bulk and other clean-up complaints and issues.

Motion made by Councilman District 2 Dent

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

THAT, Council hereby approves First reading of an Ordinance (G-1-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 38 Solid Waste Residential Rates, with fees in Option B, as presented above.

Seconded by Councilman District 6 Barr

Voting Yea:

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

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

- **For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551,-Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow**

Mayor Whitlow announced there would be no closed session.

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

There was no closed session.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 3 Tippit

Seconded by Councilman District 5 Ward

Voting Yea:

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

Meeting adjourned at 7:46 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Minutes of January 29, 2024 Workshop Session

INFORMATION:



CITY COUNCIL WORKSHOP

Monday, January 29, 2024 at 5:30 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 29th day of January, 2024, the City Council of the City of Port Lavaca, Texas, convened in a Workshop Session at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

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

*Ken Barr, Councilman, District 6 arrived at 5:57 p.m.

And with the following absent:

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

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

WORKSHOP SESSION

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:38 p.m. and presided.

III. 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).

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

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

1. Discuss Economic Development Incentive Policy. Presenter is Jody Weaver

Council discussed this agenda item.

No action necessary and none taken.

V. ADJOURN WORKSHOP

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilman District 2 Dent

Voting Yea:

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

Workshop adjourned at 7:17 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of Credit Card Statement

INFORMATION:



Section VII. Item #C.

CITY OF
Account Number: XXXX XXXX XXXX 0305

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

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

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
December 9, 2023 to January 8, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$12,244.70
- Payments	\$12,244.70
- Other Credits	\$698.08
+ Purchases	\$6,720.24
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$6,022.16

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$18,246.00
 Statement Closing Date January 8, 2024
 Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$6,022.16
 Minimum Payment Due: \$180.67
Payment Due Date: February 2, 2024

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
12/21	12/21	8543189B300XV4W95	PAYMENT - THANK YOU	\$12,244.70-

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: \$6,022.16
 Minimum Payment Due: \$180.67
Payment Due Date: February 2, 2024

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 XXXXXXXXXXXX0305	\$12,244.70-
12/19	12/20	5543286B163QM005H	COURTYARD BY MARRIOTT AUSTIN TX CREDIT	\$630.40-
			CHECK-IN 12/19/23 FOLIO #M35481	
12/08	12/10	5543286AN5ZVWXA61	COURTYARD BY MARRIOTT AUSTIN TX	\$630.40
			CHECK-IN 12/08/23 FOLIO #M34351	
12/11	12/13	5520739AS00A93Y0H	TEXAS POLICE CHIEFS AS ELGIN TX	\$395.00
12/27	12/28	5543286B95WQD8NTV	EXPEDIA 72722852087238 EXPEDIA.COM WA	\$563.85
01/03	01/04	5550080QK5ZX80G44	TEXAS NARCOTIC OFFICER EL PASO TX	\$375.00
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXX0727	\$1,333.85
12/27	12/28	3518742BA00014GQ8	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$7.73
			ERIC SALES	
			TOTAL XXXXXXXXXXXX0776	\$7.73
12/08	12/10	5543286AN5ZX02DJX	AMZN MKTP US*8W4SX1063 AMZN.COM/BILL WA	\$146.13
			JAVIER RAMOS	
			TOTAL XXXXXXXXXXXX0867	\$146.13
12/12	12/13	5543286AS6183ZKB2	IN *PERFORMANCE SALES 361-5783278 TX	\$182.10
			JUAN LUNA	
			TOTAL XXXXXXXXXXXX0941	\$182.10
12/19	12/20	5270808B1609TB4Z2	TRAINING AUSTIN TX	\$395.00
			WAYNE SHAFFER	
			TOTAL XXXXXXXXXXXX1212	\$395.00
01/04	01/05	5543286QL5YNW 1N92	AMZN MKTP US*TK90813F2 AMZN.COM/BILL WA	\$40.97
01/04	01/07	5542135QMVANAWHFW	TEXAS MUNICIPAL COURTS AUSTIN TX	\$300.00
01/07	01/08	5543286QP5ZG1R00E	AMZN MKTP US*TK4J40HN2 AMZN.COM/BILL WA	\$137.01
			MANDY GRANT	
			TOTAL XXXXXXXXXXXX1238	\$477.98
12/13	12/14	5543286AV61HVWD0A	AMZN MKTP US*GU77H4N03 AMZN.COM/BILL WA	\$89.44
12/19	12/19	5543286B16372R1RZ	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$100.00
12/19	12/19	5543286B16372R1TH	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$100.00
			SUSAN LANG	
			TOTAL XXXXXXXXXXXX1345	\$289.44
12/18	12/19	5543286B0635MBBSF	AMZN MKTP US AMZN.COM/BILL WA CREDIT	\$59.99-
12/19	12/19	5543286B1636XZH1M	AMZN MKTP US AMZN.COM/BILL WA CREDIT	\$7.69-
12/11	12/11	5543286AT60RQN XK1	APPLE.COM/BILL 866-712-7753 CA	\$2.99
12/14	12/15	5543286AW61WMA3TA	QUIZLET.COM 510-495-6550 CA	\$8.52
12/16	12/17	5554650AY8AN3ZFEW	LOCKING SECURITY MAILB ARLINGTON TX	\$72.00
12/27	12/27	5548077B98AZ149E0	RECONYX HOLMEN WI	\$40.00
01/04	01/05	5550629QMBM8TKVDD	ACE HARDWARE - PORT LA PORT LAVACA TX	\$7.00
			DERRICK SMITH	
			TOTAL XXXXXXXXXXXX3836	\$62.83
12/16	12/17	5543286AY62G8VE85	AMZN MKTP US*UU8KL7YR3 AMZN.COM/BILL WA	\$64.82
12/22	12/24	0543684B5BLM16N7K	WM SUPERCENTER #1098 PORT LAVACA TX	\$84.05
			JAMES RUDELLAT	
			TOTAL XXXXXXXXXXXX8611	\$148.87
12/15	12/17	5543286AX6261P9QS	WALMART.COM 800-966-6546 AR	\$98.00
01/03	01/04	5543286QK5YALLW2W	WALMART.COM 800-966-6546 AR	\$107.00

Transactions continued on next page



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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/07	01/08	5265384QRRBGHKSGS	WINGSTOP 1989 SAN MARCOS TX JOE REYES JR	\$17.31
TOTAL XXXXXXXXXXXX0215				\$222.31
12/08	12/10	5543286AN60075LHQ	SQ *LACEY'S LITTLE BAK GOSQ.COM TX	\$90.00
12/14	12/15	5543286AW61WMTNQ1	UPS*BILLING CENTER 800-811-1648 GA	\$16.11
12/15	12/17	5543286AX627SHS77	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$213.18
12/18	12/19	5543286B0635JFSQA	UPS*BILLING CENTER 800-811-1648 GA	\$1.29
12/25	12/26	5543286B75VXNWTPN	UPS*BILLING CENTER 800-811-1648 GA	\$13.04
12/29	12/31	5548872BQ2M1V2EYX	TX BD ENG LIC RENEW AUSTIN TX	\$50.00
01/01	01/02	5543286QH5XSGR6DE	UPS*BILLING CENTER 800-811-1648 GA	\$18.88
01/01	01/03	5520739QJ0000YW7L	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
01/05	01/07	8271116QM000K7QBM	EVENTBRITE.COM ORG FEE SAN FRANCISCO CA JOANNA WEAVER	\$24.99
TOTAL XXXXXXXXXXXX0249				\$457.49
12/12	12/13	5543286AS6148NDVB	AMZN MKTP US*TI8GI0DU3 AMZN.COM/BILL WA	\$109.94
12/12	12/13	5543286AS6169E4JG	AMAZON.COM*H95V056N3 AMZN.COM/BILL WA	\$10.97
12/12	12/13	0531461AVEHVHH7WR	HWY 35 BAYWASH INC PORT LAVACA TX	\$8.00
12/13	12/14	5548872AW2MD1M17M	TCEQ EPAYMENT AUSTIN TX	\$113.75
12/21	12/22	5543286B35STMXHRK	AMZN MKTP US*T03SA91X3 AMZN.COM/BILL WA	\$279.84
12/21	12/22	0230537B400RAWVKD	USPS PO 4872200979 PORT LAVACA TX	\$9.49
12/22	12/24	5543286B45V34Z9TP	AMZN MKTP US*NZ1KA5T43 AMZN.COM/BILL WA	\$349.00
12/27	12/28	2545733BA000QA9TV	PREP BLAST 615-6893546 TN	\$43.50
12/27	12/28	5531020B92DL98B8M	AMAZON.COM*GJ6PS9FL3 SEATTLE WA	\$138.87
12/27	12/28	5531020B92E0L9RVQ	AMAZON.COM*CV4RZ6II3 SEATTLE WA	\$454.18
12/29	12/31	8230509BB000G2XLB	WWW.AMAZON* 111-612302 SEATTLE WA	\$206.75
01/04	01/05	6518742QM00018R30	CALHOUN CO TAX ASSESSO PORT LAVACA TX	\$15.45
01/05	01/07	5531020QM2DZPFN0N	AMAZON.COM*TK9TD0ZO1 SEATTLE WA CYNTHIA HEYSQUIERDO	\$558.69
TOTAL XXXXXXXXXXXX0264				\$2,298.43

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	19.49% (v)	\$0.00	31	\$0.00
Cash Advances	19.49% (v)	\$0.00	31	\$0.00

(v) - variable

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

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

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

CREDITING OF PAYMENTS

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

BILLING RIGHTS SUMMARY

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

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

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

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

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

Your Rights if You are Dissatisfied with Your Credit Card Purchases

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

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

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

EXPLANATION OF INTEREST CHARGES

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

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

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

ANNUAL FEE DISCLOSURES

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

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

CREDIT BALANCES

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

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City State Zip Code

Effective Date: Month, Day, Year Signature

Home Phone Work Phone

COMMUNICATION

SUBJECT: Receive Monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

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

To: Mayor and Members of the City Council
From: Brittney Hogan, Senior Accountant *BH*
Subject: FY 23-24 Financial Highlights through **January 31, 2024**
Date: February 5, 2024

Below are the following reports for the period ending **January 31, 2024**, or **33%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$3,556,255** for the year as of December. Collections in FY 23-24 are 62.04% of total adjusted tax levy. Total current year Property Taxes Outstanding as of December is **\$2,635,005**.

In the General Fund, revenues through **01/31/24** are **47%** of budget. In addition:

1. *Current Property Tax* collections - are **\$3,525,180** for the year as of January. Collections in FY 23-24 are 78% of budget.
2. *Sales Tax* collections through January were **\$1,217,210** or 33% of budget. Collections through January in FY 22-23 were **\$1,166,025**.
3. *Licenses & Permits* collections are **\$33,606** for the year, or 12.5% of budget. Collections through January in FY 22-23 were **\$41,640**.
4. *Bauer Center Rentals* through January are **\$21,310** or 21.5% of budget. Collections through January in FY 22-23 were **\$25,950**.
5. *Court Fines* are **\$16,974** for the year, or 14% of budget. Collections through January in FY 22-23 were **\$24,723**.

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

Target: 33%

In the Utility Fund, revenues as of **01/31/24** are **31%** of budget. In addition:

1. *Metered Water* sales through January are **\$917,802 or 35%** of budget.
2. *Residential Sewer* sales through January are **\$468,685 or 30%** of budget.
3. *Garbage Billings* through January are **\$308,525 or 33%** of budget.

Expenditures in the Utility Fund for the year are **51%** of budget.

Summary – FY 2023-2024 through 01/31/24

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$5,454,335	47%	\$3,332,778	30%	\$2,121,557
Utility	2,336,602	31%	2,643,451	51%	(306,849)
HOT	134,479	22.75%	174,274	27%	(39,795)
Beach	62,737	26.75%	42,774	20%	19,963
Port	271,780	14%	99,537	5.5%	172,243
				Total	1,967,119



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
December 31, 2023**

TAXES DUE AT CERTIFICATION	5,760,674.07
Adjustments to Date	-28,751.24
TOTAL TAX LEVY	5,731,922.83

2022 Tax Collections

	Base	Penalties & Interest	Total	
October	2,358,896.67	0.00	2,358,896.67	
November	583,430.25	0.00	583,430.25	
December	613,928.54	0.00	613,928.54	
January			0.00	
February			0.00	
March			0.00	
April			0.00	
May			0.00	
June			0.00	
July (Delinquent as of July 1, 2022)			0.00	
August			0.00	
September			0.00	
TOTAL	3,556,255.46	0.00	3,556,255.46	
		% Collected	62.04%	Last Year % Collected 66.48%

TRANSFERRED TO DELINQUENT ROLL	0.00
July, Aug, and Sept Payments	0.00

2022 TAXES OUTSTANDING	2,175,664.36
	% Current Outstanding 37.96%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	1,434.78	2,667.91	4,102.69
November	9,308.28	2,187.95	11,496.23
December	95,107.93	19,103.85	114,211.78
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	105,850.99	23,959.71	129,810.70

DELINQUENT TAXES OUTSTANDING	459,340.96
TOTAL TAXES OUTSTANDING	2,635,005.32

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

Section VII. Item #D.

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		General Fund Budget Month	Y-T-D	Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)	
				Year-to-Date Allocation	Month				Month	Y-T-D
Fiscal Year 2021										
Dec	Oct	345,451	27%	\$345,451	345,451	243,714	243,714	141.74%	26.9%	26.9%
Jan	Nov	281,510	12%	\$281,510	626,961	224,351	468,066	133.95%	12.3%	19.9%
Feb	Dec	279,811	-9%	\$279,811	906,772	274,277	742,342	122.15%	-8.7%	9.4%
Mar	Jan	265,655	-11%	\$265,655	1,172,427	265,771	1,008,114	116.30%	-10.5%	4.1%
Apr	Feb	246,266	7%	\$246,266	1,418,693	206,830	1,214,943	116.77%	6.6%	4.5%
May	Mar	354,052	22%	\$354,052	1,772,745	260,317	1,475,260	120.16%	21.8%	7.6%
Jun	Apr	296,421	25%	\$296,421	2,069,165	211,890	1,687,150	122.64%	25.2%	9.8%
Jul	May	294,843	11%	\$294,843	2,364,008	238,183	1,925,333	122.78%	10.8%	9.9%
Aug	Jun	329,290	-7%	\$329,290	2,693,298	317,553	2,242,886	120.08%	-7.2%	7.5%
Sep	Jul	285,544	19%	\$285,544	2,978,842	214,770	2,457,656	121.21%	19.0%	8.5%
Oct	Aug	276,092	1%	\$276,092	3,254,934	244,797	2,702,453	120.44%	1.0%	7.8%
Nov	Sep	311,985	16%	\$311,985	3,566,919	240,547	2,943,000	121.20%	16.1%	8.5%

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		General Fund Budget Month	Y-T-D	Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)	
				Year-to-Date Allocation	Month				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%

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		General Fund Budget Month	Y-T-D	Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)	
				Year-to-Date Allocation	Month				Month	Y-T-D
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%

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		General Fund Budget Month	Y-T-D	Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)	
				Year-to-Date Allocation	Month				Month	Y-T-D
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					344,960	903,033			
Mar	Jan					308,205	1,211,239			
Apr	Feb					254,282	1,465,520			
May	Mar					303,561	1,769,081			
Jun	Apr					281,536	2,050,617			
Jul	May					326,228	2,376,845			
Aug	Jun					350,460	2,727,305			
Sep	Jul					311,308	3,038,613			
Oct	Aug					352,981	3,391,594			
Nov	Sep					332,358	3,723,952			

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

Section VII. Item #D.

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	8,985,666	8,985,666	0	1,197,834.84	4,970,235.33	0.00	4,015,430.67	55.31
LICENSES & PERMITS	268,410	268,410	0	8,833.07	33,606.24	0.00	234,803.76	12.52
USER & SERVICE CHARGES	102,500	102,500	0	4,562.00	21,762.00	0.00	80,738.00	21.23
FINES & FORFEITURES	284,000	284,000	0	25,120.23	74,841.33	0.00	209,158.67	26.35
OTHER REVENUE	550,950	550,950	0	35,118.63	189,825.61	0.00	361,124.39	34.45
GRANT AND CONTRIBUTION R	572,033	572,033	0	78,080.05	78,080.05	0.00	493,952.95	13.65
INTERGOVERNMENTAL REVENUE	875,783	875,783	0	0.00	85,984.23	0.00	789,798.77	9.82
TOTAL REVENUES	11,639,342	11,639,342	0	1,349,548.82	5,454,334.79	0.00	6,185,007.21	46.86
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,402	30,402	0	2,567.49	9,633.20	0.00	20,768.80	31.69
CITY MANAGER	394,511	394,511	0	47,130.48	105,840.25	16,000.00	272,670.75	30.88
CITY SECRETARY	224,494	224,494	0	12,378.47	58,294.81	10,000.00	156,199.19	30.42
HUMAN RESOURCE	34,725	34,725	0	4,811.79	8,105.73	0.00	26,619.27	23.34
MUNICIPAL COURT	163,474	163,474	0	11,453.94	46,712.53	0.00	116,761.47	28.57
TECHNOLOGY SERVICES	462,081	462,081	0	28,575.48	217,627.57	29,773.25	214,680.18	53.54
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	440,906	440,906	0	12,192.06	58,648.74	0.00	382,257.26	13.30
CITY HALL	207,520	207,520	0	35,985.71	96,230.67	69,976.91	41,312.42	80.09
POLICE	2,919,859	2,919,859	0	184,287.72	837,370.90	0.00	2,082,488.10	28.68
FIRE	2,162,555	2,162,555	0	276,512.50	691,460.98	46,680.64	1,424,413.38	34.13
ANIMAL CONTROL	246,085	246,085	0	18,190.03	55,684.18	20,651.70	169,749.12	31.02
CODE ENFORCEMENT/INSPECT	511,797	511,797	0	62,555.22	128,494.29	29,016.83	354,285.88	30.78
STREETS	2,897,645	2,897,645	0	87,679.20	489,886.72	108,499.99	2,299,258.29	20.65
PARKS & RECREATION	1,064,950	1,064,950	0	51,056.71	188,142.65	138,811.12	737,996.23	30.70
BAUER CENTER	335,464	335,464	0	60,883.47	128,071.71	25,397.00	181,995.29	45.75
NON-DEPARTMENTAL	680,027	680,027	0	35,801.62	212,573.04	0.00	467,453.96	31.26
TOTAL EXPENDITURES	12,776,495	12,776,495	0	932,061.89	3,332,777.97	494,807.44	8,948,909.59	29.96
REVENUES OVER/ (UNDER) EXPENDITURES	(1,137,153)	(1,137,153)	0	417,486.93	2,121,556.82	(494,807.44)	(2,763,902.38)	143.05-

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

101-GENERAL FUND
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET	
TAXES									
111.01	PROPERTY TAXES-CURRENT	4,511,964	4,511,964	0	831,773.36	3,525,180.12	0.00	986,783.88	78.13
111.02	PROPERTY TAXES-DELINQU	100,000	100,000	0	29,860.75	100,258.99	0.00	(258.99)	100.26
112.01	SALES TAX REVENUE	3,723,952	3,723,952	0	280,970.79	1,217,209.51	0.00	2,506,742.49	32.69
113.01	NATURAL GAS FRANCHISE	62,000	62,000	0	14,241.17	14,241.17	0.00	47,758.83	22.97
113.02	ELECTRICAL FRANCHISE T	342,000	342,000	0	20,692.91	75,294.84	0.00	266,705.16	22.02
113.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	280.50	207.18	0.00	31,792.82	0.65
113.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	0.00	0.00	0.00	50,000.00	0.00
113.05	WASTE COLLECTION FRAN	128,750	128,750	0	17,809.64	33,503.35	0.00	95,246.65	26.02
113.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00	0.00	0.00
114.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,205.72	4,340.17	0.00	30,659.83	12.40
115.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	8,985,666	8,985,666	0	1,197,834.84	4,970,235.33	0.00	4,015,430.67	55.31
LICENSES & PERMITS									
421.01	ELECTRICAL LICENSES	0	0	0	0.00	0.00	0.00	0.00	0.00
421.02	BUILDER LICENSES	7,000	7,000	0	1,100.00	1,750.00	0.00	5,250.00	25.00
422.01	ELECTRICAL PERMITS	25,000	25,000	0	0.00	0.00	0.00	25,000.00	0.00
422.02	BUILDING PERMITS	157,000	157,000	0	6,820.39	26,012.93	0.00	130,987.07	16.57
422.03	PLUMBING PERMITS	22,000	22,000	0	0.00	0.00	0.00	22,000.00	0.00
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	0.00	0.00	5,600.00	0.00
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00	0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	100.00	0.00	(100.00)	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	100.00	100.00	0.00	(100.00)	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	35.00	160.00	0.00	2,440.00	6.15
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	607.68	2,895.72	0.00	27,104.28	9.65
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	80.00	1,830.00	0.00	5,280.00	25.74
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	0.00	0.00	1,000.00	0.00
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00	0.00	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	577.59	0.00	8,422.41	6.42
425.01	ANIMAL LICENSES & FEES	200	200	0	30.00	70.00	0.00	130.00	35.00
426.01	ALARM FEES	100	100	0	60.00	110.00	0.00	(10.00)	110.00
	TOTAL LICENSES & PERMITS	268,410	268,410	0	8,833.07	33,606.24	0.00	234,803.76	12.52
USER & SERVICE CHARGES									
435.06	BAUER CENTER RENTALS	100,000	100,000	0	4,460.00	21,310.00	0.00	78,690.00	21.31
435.07	BAYFRONT RENTALS	0	0	0	0.00	150.00	0.00	(150.00)	0.00
439.01	POLICE SERVICES	2,000	2,000	0	102.00	302.00	0.00	1,698.00	15.10
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00	500.00	0.00
	TOTAL USER & SERVICE CHARGES	102,500	102,500	0	4,562.00	21,762.00	0.00	80,738.00	21.23

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

Section VII. Item #D.

01-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
FINES & FORFEITURES								
41.01	90,000	90,000	0	10,507.21	25,034.43	0.00	64,965.57	27.82
41.02	45,000	45,000	0	8,453.19	27,027.28	0.00	17,972.72	60.06
43.01	120,000	120,000	0	4,305.88	16,973.53	0.00	103,026.47	14.14
43.02	14,000	14,000	0	1,131.32	3,311.19	0.00	10,688.81	23.65
43.03	5,000	5,000	0	110.32	516.27	0.00	4,483.73	10.33
49.02	10,000	10,000	0	612.31	1,978.63	0.00	8,021.37	19.79
49.03	0	0	0	0.00	0.00	0.00	0.00	0.00
49.05	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL FINES & FORFEITURES	284,000	284,000	0	25,120.23	74,841.33	0.00	209,158.67	26.35
OTHER REVENUE								
51.01	500,000	500,000	0	29,097.63	121,999.85	0.00	378,000.15	24.40
55.01	0	0	0	0.00	0.00	0.00	0.00	0.00
59.02	500	500	0	10.00	43.25	0.00	456.75	8.65
59.05	0	0	0	0.00	0.00	0.00	0.00	0.00
59.07	0	0	0	0.00	0.00	0.00	0.00	0.00
59.08.1010	0	0	0	0.00	0.00	0.00	0.00	0.00
59.08.1011	0	0	0	0.00	0.00	0.00	0.00	0.00
59.10	0	0	0	0.00	0.00	0.00	0.00	0.00
59.11	32,000	32,000	0	0.00	34,300.00	0.00	(2,300.00)	107.19
59.12	0	0	0	0.00	24,252.78	0.00	(24,252.78)	0.00
59.15	0	0	0	0.00	0.00	0.00	0.00	0.00
59.17	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
59.20	0	0	0	11.00	11.00	0.00	(11.00)	0.00
59.90	10,000	10,000	0	0.00	3,218.73	0.00	6,781.27	32.19
59.91	6,000	6,000	0	6,000.00	6,000.00	0.00	0.00	100.00
59.92	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	550,950	550,950	0	35,118.63	189,825.61	0.00	361,124.39	34.45
GRANT AND CONTRIBUTION R								
482.00	258,656	258,656	0	0.00	0.00	0.00	258,656.00	0.00
482.01	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	1,800	1,800	0	0.00	0.00	0.00	1,800.00	0.00
484.59	240,577	240,577	0	61,830.05	61,830.05	0.00	178,746.95	25.70
484.60	65,000	65,000	0	16,250.00	16,250.00	0.00	48,750.00	25.00
484.61	6,000	6,000	0	0.00	0.00	0.00	6,000.00	0.00
TOTAL GRANT AND CONTRIBUTION R	572,033	572,033	0	78,080.05	78,080.05	0.00	493,952.95	13.65
INTERGOVERNMENTAL REVENUE								
492.01	51,181	51,181	0	0.00	12,795.24	0.00	38,385.76	25.00
492.02	1,135	1,135	0	0.00	283.74	0.00	851.26	25.00
492.04	6,157	6,157	0	0.00	1,539.24	0.00	4,617.76	25.00
493.85	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	531,846	531,846	0	0.00	0.00	0.00	531,846.00	0.00
493.89	285,464	285,464	0	0.00	71,366.01	0.00	214,097.99	25.00
493.90	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REVENUE	875,783	875,783	0	0.00	85,984.23	0.00	789,798.77	9.82

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

Section VII. Item #D.

01-GENERAL FUND
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	<u>11,639,342</u>	<u>11,639,342</u>	<u>0</u>	<u>1,349,548.82</u>	<u>5,454,334.79</u>	<u>0.00</u>	<u>6,185,007.21</u>	<u>46.86</u>

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

Section VII. Item #D.

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	7,182,792	7,182,792	0	546,062.30	2,264,877.59	0.00	4,917,914.41	31.53
FINES & FORFEITURES	240,000	240,000	0	8,710.87	41,178.11	0.00	198,821.89	17.16
OTHER REVENUE	120,000	120,000	0	9,003.88	30,546.27	0.00	89,453.73	25.46
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	7,542,792	7,542,792	0	563,777.05	2,336,601.97	0.00	5,206,190.03	30.98
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	157,108	157,108	0	12,642.20	74,637.56	0.00	82,470.44	47.51
BILLING	416,963	416,963	0	32,838.40	116,018.10	14,668.00	286,276.90	31.34
MAINTENANCE	1,347,812	1,347,812	0	94,155.88	289,348.19	576,341.09	482,122.72	64.23
WASTEWATER TREATMENT	1,007,105	1,007,105	0	309,901.08	487,858.76	378,569.48	140,676.76	86.03
NON-DEPARTMENTAL	4,136,641	4,136,641	0	457,312.26	1,675,588.39	0.00	2,461,052.61	40.51
TOTAL EXPENDITURES	7,065,629	7,065,629	0	906,849.82	2,643,451.00	969,578.57	3,452,599.43	51.14
REVENUES OVER/ (UNDER) EXPENDITURES	477,163	477,163	0	(343,072.77)	(306,849.03)	(969,578.57)	1,753,590.60	267.50-

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

01-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								
131.11	2,627,012	2,627,012	0	212,996.50	917,801.68	0.00	1,709,210.32	34.94
131.12	0	0	0	0.00	0.00	0.00	0.00	0.00
131.13	95,014	95,014	0	6,205.02	27,904.34	0.00	67,109.66	29.37
131.21	1,567,373	1,567,373	0	116,230.86	468,685.06	0.00	1,098,687.94	29.90
131.22	1,079,863	1,079,863	0	62,413.60	265,229.64	0.00	814,633.36	24.56
131.23	67,205	67,205	0	5,172.67	20,015.48	0.00	47,189.52	29.78
131.25	975	975	0	120.00	480.00	0.00	495.00	49.23
131.31	927,373	927,373	0	76,906.39	308,524.82	0.00	618,848.18	33.27
131.32	100,000	100,000	0	1,274.70	5,120.25	0.00	94,879.75	5.12
132.05	631,277	631,277	0	51,982.56	208,561.32	0.00	422,715.68	33.04
132.11	20,000	20,000	0	395.00	1,780.00	0.00	18,220.00	8.90
132.21	4,000	4,000	0	805.00	1,670.00	0.00	2,330.00	41.75
132.60	0	0	0	0.00	0.00	0.00	0.00	0.00
132.61	1,200	1,200	0	1,660.00	7,150.00	0.00	(5,950.00)	595.83
132.62	1,000	1,000	0	0.00	130.00	0.00	870.00	13.00
132.63	60,000	60,000	0	9,720.00	31,510.00	0.00	28,490.00	52.52
132.64	500	500	0	180.00	315.00	0.00	185.00	63.00
132.65	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL USER & SERVICE CHARGES	7,182,792	7,182,792	0	546,062.30	2,264,877.59	0.00	4,917,914.41	31.53
FINES & FORFEITURES								
142.01	90,000	90,000	0	9,179.65	41,556.89	0.00	48,443.11	46.17
142.02	150,000	150,000	0	(468.78)	(378.78)	0.00	150,378.78	0.25-
TOTAL FINES & FORFEITURES	240,000	240,000	0	8,710.87	41,178.11	0.00	198,821.89	17.16
OTHER REVENUE								
451.01	38,000	38,000	0	2,203.46	10,848.90	0.00	27,151.10	28.55
459.03	1,000	1,000	0	120.00	510.00	0.00	490.00	51.00
459.04	35,000	35,000	0	50.00	(489.29)	0.00	35,489.29	1.40-
459.08	43,000	43,000	0	6,629.79	19,676.03	0.00	23,323.97	45.76
459.11	2,000	2,000	0	0.00	0.00	0.00	2,000.00	0.00
459.12	0	0	0	0.00	0.00	0.00	0.00	0.00
459.90	1,000	1,000	0	0.63	0.63	0.00	999.37	0.06
459.92	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	120,000	120,000	0	9,003.88	30,546.27	0.00	89,453.73	25.46
GRANT AND CONTRIBUTION R								
481.00	0	0	0	0.00	0.00	0.00	0.00	0.00
482.00	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	0	0	0	0.00	0.00	0.00	0.00	0.00
493.02	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	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	7,542,792	7,542,792	0	563,777.05	2,336,601.97	0.00	5,206,190.03	30.98

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

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	576,905	576,905	0	94,364.90	128,506.04	0.00	448,398.96	22.28
OTHER REVENUE	14,500	14,500	0	1,475.01	5,973.16	0.00	8,526.84	41.19
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	591,405	591,405	0	95,839.91	134,479.20	0.00	456,925.80	22.74
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	638,804	638,804	0	12,379.73	174,274.38	0.00	464,529.62	27.28
TOTAL EXPENDITURES	638,804	638,804	0	12,379.73	174,274.38	0.00	464,529.62	27.28
REVENUES OVER/ (UNDER) EXPENDITURES	(47,399)	(47,399)	0	83,460.18	(39,795.18)	0.00	(7,603.82)	83.96

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

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	230,000	230,000	0	10,209.52	49,761.18	0.00	180,238.82	21.64
OTHER REVENUE	4,500	4,500	0	2,853.76	12,976.25	0.00	(8,476.25)	288.36
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	234,500	234,500	0	13,063.28	62,737.43	0.00	171,762.57	26.75
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	210,294	210,294	0	10,925.70	42,774.50	0.00	167,519.50	20.34
TOTAL EXPENDITURES	210,294	210,294	0	10,925.70	42,774.50	0.00	167,519.50	20.34
REVENUES OVER/ (UNDER) EXPENDITURES	24,206	24,206	0	2,137.58	19,962.93	0.00	4,243.07	82.47

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

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	672,689	672,689	0	66,475.91	262,904.23	0.00	409,784.77	39.08
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	2,708.00	8,875.86	0.00	26,724.14	24.93
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	0.00	0.00	0.00	1,200,000.00	0.00
INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
TOTAL REVENUES	1,921,004	1,921,004	0	69,183.91	271,780.09	0.00	1,649,223.91	14.15
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	254.88	501.76	0.00	920.24	35.29
CITY HARBOR	7,000	7,000	0	0.00	2,583.94	0.00	4,416.06	36.91
HARBOR OF REFUGE	330,000	330,000	0	0.00	9,000.00	24,753.57	296,246.43	10.23
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	30,000	0	0.00	0.00	0.00	30,000.00	0.00
OPERATIONS	1,804,066	1,804,066	0	15,651.91	87,391.32	0.00	1,716,674.68	4.84
NON DEPARTMENTAL	0	0	0	0.00	59.86	0.00	(59.86)	0.00
TOTAL EXPENDITURES	2,183,488	2,183,488	0	15,906.79	99,536.88	24,753.57	2,059,197.55	5.69
REVENUES OVER/ (UNDER) EXPENDITURES	(262,484)	(262,484)	0	53,277.12	172,243.21	(24,753.57)	(409,973.64)	56.19-

2,121,557.00+
 306,849.00-
 39,795.00-
 19,963.00+
 172,243.00+
 001
 1,967,119.00*

COMMUNICATION

SUBJECT: Review Quarterly Investment Report (October 01, 2023 thru December 31, 2023)

INFORMATION:

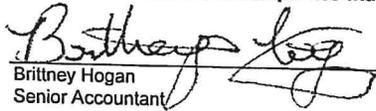
City of Port Lavaca
 Quarterly Investment Report
 10/1/2023 - 12/31/2023

Purchase Date	Maturity Date/Days	CUSIP	% of Portfolio	Security or Type	Principal	Interest	9/30/2023	12/31/2023	Yield	Bench Mark 6 mo. T-Bill	Par Value	Market Value	Accrued Interest	Date Sold	Paid Interest
N/A	N/A		24%	<u>Demand Deposits</u>											
				Payroll			\$ 13,532	\$ 5,311	0.0000%		\$ 5,311	\$ 5,311			\$ -
				First National Bank											
N/A	N/A			Pooled Cash			\$ 4,487,654	\$ 5,603,117	1.5000%		\$ 5,603,117	\$ 5,603,117			\$ 20,655
				First National Bank											
N/A	N/A			Fireman's Retirement			\$ 50	\$ 50	0.0000%		\$ 50	\$ 50			\$ -
				First National Bank											
N/A	N/A			Checking			\$ -	\$ -	0.0000%		\$ -	\$ -			\$ -
				First National Bank											
N/A	N/A			Flip Flip			\$ 1	\$ 1	0.0000%		\$ 1	\$ 1			\$ -
				First National Bank											
N/A	53 *		76%	<u>Local Government Investment Pools</u>			\$ 11,778,588	\$ 11,944,058	5.5411%	5.0500%	\$ 11,944,058	\$ 11,942,362			\$ 165,470
				Consolidated Cash											
				Logic											
N/A	53 *			Series 2022 Capital Projects			\$ 5,779,210	\$ 5,860,399	5.5411%	5.0500%	\$ 5,860,399	\$ 5,859,567			\$ 81,188
				Logic											
Total Investments							\$ 22,059,035	\$ 23,412,936	3.2639%		\$ 23,412,936	\$ 23,410,408	\$ -		\$ 267,313

* Weighted Average Maturity

Total Interest for October 1, 2023 through December 31, 2023

These Investments are in compliance with the City of Port Lavaca's Investment Policy.


 Brittney Hogan
 Senior Accountant

01/18/24
 Date

COMMUNICATION

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

INFORMATION:

VEDC Update for Port Lavaca January February 2024

Residential Incentives Draft

- VEDC staff presented the first draft of the Incentive draft at a Council Workshop held on January 29, 2024.

Marketing

- VEDC is updating the VEDC website to include a page/tab for Port Lavaca that will include economic development information specific to Port Lavaca.
- VEDC staff are compiling a list of properties and vacant buildings to post on the website.
- VEDC continues to work with Port Lavaca to identify types of businesses the community would like to see.
- VEDC has purchased Placer a.i. software to aid in retail strategy, as discussed with Port Lavaca City Manager. VEDC will update on this at the next Council Meeting.

Business

- VEDC will is working on scheduling group meetings with small business owners; dates TBD.
- VEDC staff will promote these meetings and begin scheduling monthly workshops.
- VEDC will schedule business visits to build relationships and identify issues.
- VEDC staff is working with a local small business owner to assist in finding property to expand.
- VEDC staff met with a small business owner who purchased more land and is exploring ideas.

Projects

- VEDC continues to work on projects on and around the Alcoa site that will create jobs in the area and subsequently increase the tax base.

- **Other**

- VEDC attended the TML dinner held on February 2nd, hosted by Port Lavaca.
- VEDC has reached out to an individual interested in buying vacant property through a possible Public/Private Partnership (PPP). VEDC staff will update as we know more. We are waiting for his schedule to clear up to meet in person.

COMMUNICATION

SUBJECT: Consider approval of lease agreement with Allied Universal for Suites 1E and 1F at Nautical Landings Office Building

INFORMATION:

OFFICE LEASE AGREEMENT

DATE: March 1, 2024

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

TENANT:

Company name & address: Allied Universal Security Services
5656 South Staples
Corpus Christi, Texas 789411

Home office address: Same

Contact #'s & email: Robert Fortune
William.fortune@aus.com

Local responsibility: _____

Emergency contact: _____

PREMISES: SUITE 1E and 1F NAUTICAL LANDINGS BUILDING (Ref. Exhibit A)

Approximate square feet: 320 square feet
Name of Building: Nautical Landings
Street address/suite: 106 S. Commerce, Suite 1E and 1F
City, state, zip: Port Lavaca, Texas 77979

Term (months): 24 months

Commencement Date: March 1, 2024

Termination Date: February 28, 2026

Monthly payments due:

Premises lease at \$1.25/sf:	\$ 400.00
Restroom/breakroom/Janitorial:	\$110.00
Trash Service:	<u>\$30.00</u>
Subtotal Rent:	\$540.00
Electricity:	\$145.00
Water/sewer:	<u>\$25.00</u>
Total monthly rent payments:	\$710.00

The Premises lease rate shall be adjusted on October 1st each year by the increase of the Municipal Cost Index as of the latest date published prior to October 1st. City may give a courtesy notice of any increase annually, however, failure to give such notice does not relieve Tenant of the obligation to pay such increases. *See also Sections B.l.g.i-iv*

Permitted Use: Business Office establishment

Tenant's Electricity Share: \$145/month (ref Section B.1.g.i)

Tenant's Water/Sewer Share: \$25/month (ref Section B.1.g.ii)

Tenant's Use of Restroom/Breakroom and Janitorial Services for same: \$110/month (ref Section B.1.g.iii)

Tenant's Trash Disposal Service Share: \$30/month (ref Section B.1.g.iv)

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

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

A. Definitions

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

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

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

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

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

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

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

B. Tenant's Obligations

B.1. Tenant agrees to -

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

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

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

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

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

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

B.1.g.i. **Electricity service:** Tenant shall reimburse Landlord directly for its electric service with a monthly sum of **\$145.00**, being a mutually agreed upon estimate of the average cost of electricity used monthly, based upon an energy rate of **\$0.04586/kWh**. Such payment for electricity is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the energy rate being paid by Landlord.

B.1.g.ii. **Water and Sewer service:** Tenant shall reimburse Landlord directly for its water and sewer service with a monthly sum of **\$25.00**, being a mutually agreed upon estimate of the average cost of water and sewer services used monthly, based upon the water and sewer rates in effect on the beginning date of this lease. Such payment for water and sewer service is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the water and sewer rate being paid by Landlord.

B.1.g.iii. **Janitorial services for and use of restrooms/breakroom:** Tenant shall reimburse Landlord directly for janitorial services for and use of the restrooms and breakroom with a monthly sum of **\$110.00**, being a mutually agreed upon compensation for these services. Such payment for these services is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the cost of janitorial services paid by Landlord.

B.1.g.iv. **Trash Disposal:** Tenant shall reimburse Landlord directly for trash disposal services (use of dumpster) with a monthly sum of **\$30.00**, being a mutually agreed upon compensation for these services. Such payment for these services is due on the first day of the month and is subject to a late charge of 10 percent, if not received by Landlord by the tenth day after its due. This monthly reimbursement amount will be reviewed annually and adjusted per any percentage change in the cost of trash disposal service services paid by Landlord.

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

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

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

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

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

B.2. Tenant agrees not to -

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

B.2.b. Create a nuisance.

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

B.2.d. Permit any waste.

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

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

B.2.g. Alter the Premises.

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

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

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

C. Landlord's Obligations

C.1. Landlord agrees to -

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

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

C.1.c. Provide the Essential Services.

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

C.1.e. TO THE EXTENT ALLOWED BY TEXAS LAW, BUT NOT OTHERWISE, INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE**

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

C.2. Landlord agrees not to -

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

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

D. General Provisions

Landlord and Tenant agree to the following:

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

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

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

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

D.5. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE

OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.6. Casualty/Total or Partial Destruction

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

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

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

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

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

D.9. Default by Landlord/Tenant’s Remedies. Tenant’s remedies for Landlord’s default

are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

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

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

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

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

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

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

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

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

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

EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

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

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

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

E. Special Provisions

Tenant shall have the right with ninety (90) days advance written notice to City to exercise one (1) one-year option to extend the lease until February 28, 2027, however City shall have the right with sixty (60) days advance written notice to Tenant to deny any request to extend the lease and to terminate the lease at the end of the current term, being February 28, 2026.

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

John D. "Jack" Whitlow, Mayor

(TENANT)

Printed Name: _____

EXHIBIT "A"

Photos of Leased Space Suite 1E and 1F
February 7, 2024



COMMUNICATION

SUBJECT: Consider request of the Cowboy Fellowship Church for the use of Bayfront Peninsula Park Pavilion for annual Easter Sunrise Service on Sunday, March 31, 2024 and waive any fees associated with the event. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEETING DATE: FEBRUARY 12, 2024

DATE: 02/6/2024

TO: MANDY GRANT

FROM: TANIA FRENCH

**SUBJECT: USE OF BAYFRONT PENINSULA PARK PAVILION FOR SUNRISE
EASTER SERVICE ON MARCH 31, 2024**

Cowboy Fellowship Church would like to host its annual Easter Sunrise service at Bayfront Peninsula Park, Sunday, March 31, 2024. This event is open to the community and free of charge.

The church requests use of the large pavilion for a few hours beginning just before sunrise and requests waiver of fees associated with this request.

This event will not interfere with normal operation of the park.

COMMUNICATION

SUBJECT: Consider request of Total Impact for the use of Bayfront Peninsula Park Pavilions for Cinco de Mayo event on Saturday, May 04, 2024 and waive any fees associated with the event with the exception of Alcohol in the Park permit fee. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEETING DATE: FEBRUARY 12, 2024

DATE: 02/6/2024

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: USE OF BAYFRONT PENINSULA PARK PAVILIONS FOR CINCO DE MAYO EVENT BY TOTAL IMPACT ON MAY 04, 2024

Total Impact is planning a Cinco de Mayo event. The group would like to host this event May 4 at Bayfront Peninsula Park. The event would include use of the small and large pavilion for food, games, music and dance performances.

Tentative time for the event is 11 a.m. to 11 p.m. during which time the park would be open to the public and community members are welcome to participate in the activities.

Total Impact requests waiver of fees for use of the pavilions, with the exception of alcohol in park permit fee.

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, 2024 to Noon on Sunday, April 07, 2024. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEETING DATE: FEBRUARY 12, 2024

DATE: 02/6/2024

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO CLOSE STREETS FOR THE IGUANA FEST

As in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 06, 2024 to Noon on Sunday, April 07, 2024.

While the event is from 4 p.m. to 11 p.m. April 6. 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 06, 2024 as needed for the event.

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
 OF STATE RIGHT OF WAY**

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

W I T N E S S E T H

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

WHEREAS, the local government has requested the temporary closure of U.S 87 for the purpose of a community event, from 4/6/24 to 4/7/24 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

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

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

WHEREAS, on the 12th day of February, 2024, the City Council passed Resolution / Ordinance No. see attached, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

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

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

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

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

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

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

able to meet its requirements.

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

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

Local Government:	State:
<u>City of Port Lavaca</u> <u>202 N. Virginia St.</u> <u>Port Lavaca, TX 77979</u> <hr/>	Texas Department of Transportation <u>Traffic Engineer</u> _____ <u>403 Huck St.</u> <u>Yoakum, TX 77979</u> <hr/>

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF PORT LAVACA

Executed on behalf of the local government by:

By _____ Date _____
City Official

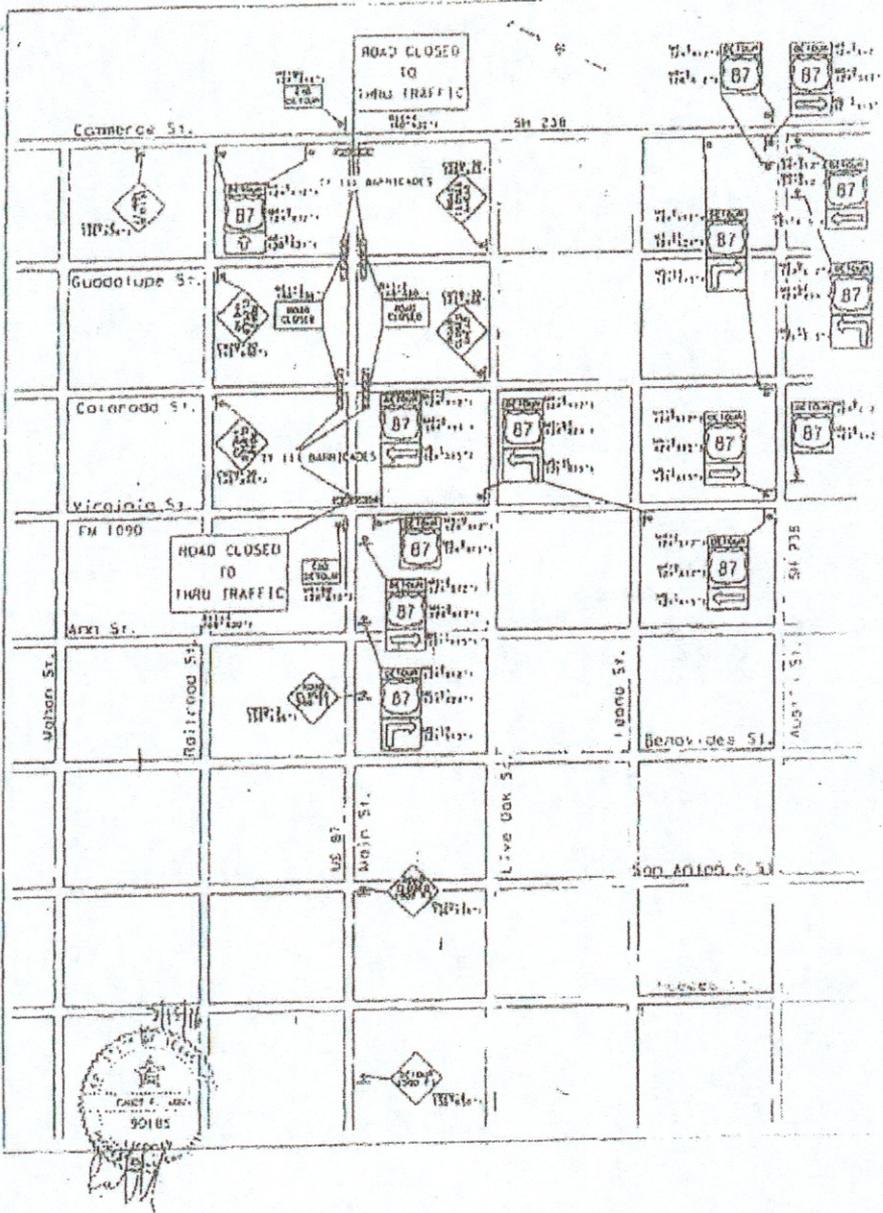
Typed or Printed Name and Title Jack Whitlow
Mayor

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit B



COMMUNICATION

SUBJECT: Consider temporary closure of Colorado and Guadalupe streets between Railroad and Live Oak streets on Saturday, April 06, 2024 for Iguana Fest. Presenter is Tania French

INFORMATION:

CITY OF PORT LAVACA

MEETING DATE: FEBRUARY 12, 2024

DATE: 02/6/2024

TO: MANDY GRANT

FROM: TANIA FRENCH

SUBJECT: TEMPORARY CLOSURE OF COLORADO AND GUADALUPE STREETS BETWEEN RAILROAD AND LIVE OAK STREETS FOR THE IGUANA FEST

As in previous years, council approval is required to make application to Texas Department of Transportation (TxDOT) for temporary closure of Main Street between Virginia and Commerce Streets for the Iguana Fest, from 6:00 a.m. Saturday, April 06, 2024 to Noon on Sunday, April 07, 2024.

While the event is from 4 p.m. to 11 p.m. April 6. 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 06, 2024 as needed for the event.

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 04, 2024. Presenter is Mandy Grant

INFORMATION:

CITY OF PORT LAVACA

CC MEETING: February 12, 2024

DATE: 02/06/24

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 04, 2024

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

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

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

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

ATTACHMENTS:
Lease from Calhoun County for voting equipment.

VOTING EQUIPMENT LEASE

BASIC TERMS

DATE: 02/06/24

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): 8

Commencement Date: April 22, 2024

Termination Date: May 04, 2024

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

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

Rent Total: \$798.00

Security Deposit: \$.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 S
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.

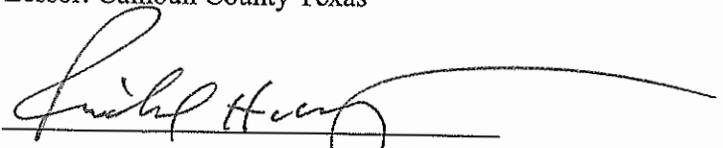
E. Lessor and Lessee agree to the following:

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

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

Lessor: Calhoun County Texas


 Richard Meyer, County Judge

Lessee: City of Port Lavaca

By: Jack Whitlow

Title: Mayor

COMMUNICATION

SUBJECT: Consider agreement between the City of Port Lavaca and the Calhoun County YMCA for operation of the Municipal Swimming Pool from April 01, 2024 to September 30, 2024. Presenter is Wayne Shaffer

INFORMATION:

**YMCA of the Golden Crescent
POOL MANAGEMENT CONTRACT
WITH
The City of Port Lavaca**

This Pool Management Contract (hereinafter referred to as the "Contract") is entered into by and between the YMCA of the Golden Crescent, whose address is 1806 N. Nimitz, Victoria, Texas 77901 (hereinafter referred to as the "YMCA") and who agrees to manage as an independent contractor, and not an agent or employee, the City of Port Lavaca Municipal Pool (hereinafter referred to as the "Pool") owned by the City of Port Lavaca whose address is 202 North Virginia Street, Port Lavaca, Texas 77979 (hereinafter referred to as the "City") the terms set forth in this Contract.

The YMCA agrees to perform the following services and to accept the following obligation during the term of the Contract:

- 1. The YMCA will furnish lifeguards during the hours of operation as stated in Exhibit A. YMCA guards will be at least 15 years of age with a head guard of at least 17 years of age on duty at all times. Guards will hold current YMCA or American Red Cross Lifesaving certifications and will be certified in CPR and trained in first aid. Qualified Port Lavaca residents shall have a priority consideration in staffing subject to the YMCA's interview and selection process. Previous performance will be considered for all rehires. Staffing must be based on 25 swimmers to one lifeguard.**
- 2. The YMCA will perform all necessary maintenance and labor on all pool equipment above ground that could be considered ordinary scheduled daily maintenance with respect to the operation of the Pool. Maintenance, as used herein, does not include responsibility for new or replacement parts. The purchase of any parts, to be paid for by the City which cost in excess of \$50 must be approved in advance by the City Public Works Director.**
- 3. The YMCA will clean the Pool, deck and fenced areas. This includes: checking the PH and chlorine levels by a certified pool maintenance employee, adding chemicals as needed and logging those readings and adjustments hourly during open swim hours; policing grounds; sweeping and hosing off the deck area; bagging trash and placing trash in the dumpster daily; cleaning lavatories daily, keeping pool surface algae free; checking the operating condition of all related equipment; backwashing filters as needed; maintaining lifeguard and pump room in a clean and orderly fashion, and brushing the Pool as needed. Complete vacuuming of the Pool will be performed weekly.**

In the event of fecal contamination, the YMCA will close the pool with notice to the City. The City and the YMCA will be jointly responsible for the preventive action necessary to assure the safety of the YMCA staff and pool users. A minimum closure of three cycles of the filter system is required (longer closure may be required based on the consistency of the fecal matter and directive of the County Health Inspector.) In addition, the pool must be back-washed, vacuumed and shocked with a maximum of 10ppm chlorine prior to reopening.

4. The YMCA will keep the chlorine residual and PH level of pool water within city health standards, using chemicals purchased by the City.
5. The YMCA and the City shall work in conjunction and be responsible for the enforcement of the City's Pool Rules. A copy of rules to be enforced at a YMCA operated pool is attached as **Exhibit B**. The City shall post and maintain a Pool Rules sign.
6. The YMCA will maintain a daily log of significant activities and information, including a usage log, showing Pool usage by hour, water analysis, daily tally as shown in **Exhibit C** which becomes part of this agreement.
7. The YMCA will notify the City of pool related supplies needing to be ordered in reasonable lead time.
8. If the pool is closed due to the weather conditions, the lifeguards will clear the pool area and at least one lifeguard will remain on the pool premises until normal closing hours unless conditions warrant that it is unsafe to stay on the premises or when weather conditions indicate the pool will not reopen the rest of the day. The additional guards may leave the premises, but will be ON CALL at home pending clearing weather.
9. Alcoholic beverages are not to be permitted on pool property.
10. The lifeguard is the authority on the pool deck and in the water. Any disagreement/dispute with the City, it's members/residents or guests where the lifeguard and/or the YMCA is not supported by the City in the enforcement of the guidelines or aquatic facility rules described in this agreement cancels the agreement immediately without penalty to, or recourse from the YMCA. To the extent permitted by law, both the YMCA and the lifeguard are held-harmless with regard to any consequences arising from this termination of agreement and the lifeguard will immediately cease all activity and vacate the premises, unless said lifeguard's vacancy will place any member of the public in danger in any way.
11. The YMCA shall monitor all individuals entering and leaving the pool area. The YMCA will retain all gate fees collected.
12. The YMCA shall maintain the concession stand. The YMCA shall pay all supply costs for the concession stand and retain all fees collected.
13. The YMCA shall have exclusive right to organize and operate swimming lessons. Lessons will be conducted by YMCA swimming instructors, and instructions will be part of the YMCA progressive swimming program. Lessons will follow YMCA guidelines for teacher/student ratios. Lessons will be scheduled during the hours the pool is closed for general swimming for the community. The YMCA shall pay all staffing costs for swim lessons and retain all fees collected.

14. The YMCA can staff parties for residents after regular hours at the rate of \$65 per hour which includes one lifeguard. The YMCA will not staff any party where alcohol will be consumed. No party shall continue past 11:00pm. The YMCA will serve as an agent of the owner for all matters related to resident approved pool rentals. The YMCA shall pay all staffing costs for parties and retain all fees collected.
15. The YMCA staff employed at the Pool has a right to use the Pool for lap swim and training during any hours the pool is closed to the community for recreational swim.
16. The YMCA shall set all user fees with city's consent which can be subject to change in the event there is an increase in the national minimum wage.
17. In the event that this contract is terminated by either party the City may not employ any YMCA staff member employed by the YMCA while this contract was in effect to work in any capacity related to the City pool for a period of six months.

The City agrees to accept the following obligations during the term of the Contract:

1. The City shall provide and/or maintain the following:
 - A. Pay for all chemicals used for pool maintenance.
 - B. Pay for the cost of repairs and replacement of parts and equipment with purchases of over \$50 approved by the City Public Works Director.
 - C. Maintain landscape.
 - D. Pay for electricity.
 - E. Pay phone bill.
 - F. Provide cleaning supplies and test kits
 - G. Provide pre-season maintenance/cleaning and preparation.
 - H. Work with the YMCA of the Golden Crescent, Inc to promote the pool facilities.
2. If pool hours for the general public approach evening hours, adequate pool lighting must be provided. Proper electrical controls around the pool area are necessary and if present must be GFCI protected.
3. The City agrees to provide an operational phone during all operational hours and the following safety equipment: ring buoy with throw rope, shepherd's crook with a separate pole, backboard with 6 straps, head immobilizer, safety goggles, 3 guard stands and a first aid kit.
4. The City will be responsible for all costs associated with the maintenance and operation of the pool not assumed pursuant to the Contract by the YMCA.
5. The City and the YMCA agree to provide each other with a certificate of insurance showing coverage in the amounts required on Appendix D. The YMCA agrees to provide the City written notice of any accident, personal injury and or property damage. The report shall be provided to the City manager immediately or no later than 3 days after the occurrence. YMCA personnel will be made available to the City for questions regarding the incident/accident.

The YMCA agrees to indemnify, defend, protect, and hold harmless the City it’s agency employees from all liability, responsibility, or losses arising out of any accident, injury or claim that may result from YMCA conducted, sponsored or operated events to include swim lessons, parties, or other YMCA events conducted at the Pool.

The City agrees to indemnify, defend, protect, and hold harmless the YMCA from liability, responsibility or loss arising out of any negligent act or omission or any willful wrongdoing on the part of the City or any agent or employee of the City.

Insurance Requirements are outlined in Exhibit D

All salaries include workers’ compensation, social security, unemployment insurance and travel. The actual salaries will be paid at the discretion of the YMCA.

Termination on Notice: Either party hereto may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party.

Attorneys’ Fees and Costs: If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and costs, which may be set by the court in the same action or a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action at law or in equity shall be proper in Calhoun County.

This Contract shall be in force from April 1, 2024 to September 30, 2024.

Executed in duplicate counterparts by the duly authorized representatives of the respective parties, this _____ day of _____, 2024.

Jack Whitlow
Mayor, City of Port Lavaca

Michele Morales
Executive Director
Calhoun County YMCA

EXHIBIT A

HOURS OF OPERATION AND EXPECTED STAFFING WILL BE:

Hours of Operation

Sunday	11:00 pm – 1:00pm Pool Entry ½ off 1:00pm-6:00pm
Monday	11:00pm-6:00pm
Tuesday	11:00pm-6:00pm 7:00-9:30 Family Swim Only
Wednesday	11:00pm-6:00pm 7:00-9:30 Family Swim Only
Thursday	11:00pm-6:00pm 7:00-9:30 Family Swim Only
Friday	11:00pm-6:00pm
Saturday	11:00-6:00pm
Holidays	TBD

EXHIBIT B

General Pool Rules

- Walk, don't run.
- Pushing and rough play are prohibited.
- Deck clearance at least 6 feet from the edge of the pool is required at all times.
- Only plastic containers and toys are allowed in the pool, on the deck and in the locker rooms.
- Non-swimmers must stay in shallow water.
- Keep off the lifelines.
- Use lifelines only for temporary support.
- Breath holding and prolonged underwater swimming is prohibited.
- No Diving
- Shoulder length hair or longer must be tied back or covered by a swim cap.
- All swimmers must shower prior to entering the water.

Age Restrictions

- Direct supervision by a responsible adult of youth under the age 6 years old and non-swimmers is required.
- Responsible adult supervision required for all children under the age of 12 years old.
- All youth must pass a swim test to enter the deep water.

Flotation Devices and Aquatic Equipment

- Flotation and aquatic equipment may be used if space and safety permit.
- U.S. Coast Guard approved Personal Flotation Devices are preferred. The lifeguard prior to use must approve all other flotation. Inflatable flotation is not permitted.
- Non-swimming youth using flotation devices must be within arms reach of a responsible adult at all times.
- Swimming youth may use flotation devices without adult supervision.
- Aquatic equipment such as kickboards, mask, snorkel and fins, and pull buoys are not allowed in the recreational swim space

Swim Test

- Must swim 20 yards.
- Must tread in deep water for 30 seconds.
- Administered during rest breaks or when an additional staff is available.

Rest Breaks

- A rest break lasting at least 10 minutes must occur hourly.
- Where a single guard is utilized, all swimmers have to exit the pool during the rest breaks.

EXHIBIT C Daily Tally/Water Analysis

DAY: _____

DATE: _____

Pool Admissions	Tally							
Adult	\$							
Child	\$							
Daily Total	\$							
Main Pool								
Hourly Check	Chlorine Big Pool	PH Big Pool	# in Big Pool	# in pool area				Staff Name
9:00 a.m.								
10:00 a.m.								
11:00 a.m.								
12:00 noon								
1:00 p.m.								
2:00 p.m.								
3:00 p.m.								
4:00 p.m.								
5:00 p.m.								
6:00 p.m.								
7:00 p.m.								
Comments or Chemicals Added:								

**EXHIBIT D
INSURANCE PROVISIONS**

Below are listed the provisions required for all leases, agreements, and contracts between the YMCA and non-YMCA groups. Proof of insurance must be exchanged at least two weeks prior to the beginning of Aquatic Services.

MINIMUM REQUIREMENTS

- 1. Workers' Compensation Insurance, including Occupational Diseases in accordance with the laws of Texas and Employer's Liability Insurance with a limit of \$1,000,000.
- 2. General Liability Insurance, with limits
 - a. Each Occurrence: \$1,000,000
 - b. Operations Aggregate: \$1,000,000
 - c. General Aggregate: \$1,000,000
- 3. The City of Port Lavaca shall have the YMCA named an additional insured on their General Liability Insurance policies for any agreement in force. Also, the City of Port Lavaca policy carriers are required to notify the YMCA within 30 days of any changes and/or if the insurance is canceled by the City of Port Lavaca.
- 4. Professional Liability Insurance may be required depending on the services being provided to the YMCA. Minimum requirements would be \$1,000,000 per occurrence & \$1,000,000 aggregate
- 5. It is hereby understood and agreed that any insurance provided by the City of Port Lavaca in accordance with an agreement, contract, etc., shall be deemed primary insurance and is provided exclusively for activities related to pool.
- 6. To the extent permitted by law the City of Port Lavaca will defend, hold harmless, and indemnify the YMCA against any claims and losses arising in any way out of their use of the premises, caused by the negligence of the City of Port Lavaca.

_____ Certificate holder must be shown as YMCA of the Golden Crescent
 Attn: CEO 1806 North Nimitz, Victoria, Texas 77901
 _____ Certificate holder must be named as an additional insured
 _____ Certificate must be current.

COMMUNICATION

SUBJECT: Consider Interlocal agreement between the City of Port Lavaca, Texas and Calhoun County, Texas for Economic Development Services. Presenter is Jody Weaver

INFORMATION:

INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF PORT LAVACA, TEXAS AND CALHOUN COUNTY, TEXAS
FOR ECONOMIC DEVELOPMENT SERVICES

This Interlocal Cooperation Agreement is made and entered into effective January 1, 2024 through December 31, 2026, between the City of Port Lavaca (hereinafter “City”), a home rule city of the State of Texas, Calhoun County, Texas, a political subdivision of the State of Texas (hereinafter “County”).

Article I - Purpose

On the 31st day of January County entered into an agreement for economic development services with the Victoria Economic Development Corporation (“VEDC”). The Agreement is attached hereto and incorporated herein for all purposes as Exhibit “A”. It is the desire of the City to assist with the payment for those services and receive the benefit of its own economic development services for inquiries that are located within the boundaries of the City and/or the jurisdictional boundaries of Calhoun county, that may benefit the City.

In exchange for the County contracting for economic development services and sharing those services with the City as further described in the Agreement between VEDC and the County, the City shall pay the County the sum of \$25,000.00 on or before March 1, 2024.

Article II - Authority

This Agreement is entered into by the parties hereto pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. This Agreement shall be governed by and subject to the laws of the State of Texas. Any of the terms and conditions of this Agreement are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

Article III - Term

The term of this Agreement shall be effective January 1, 2024 through December 31, 2026.

Article IV – Miscellaneous Provisions

This Agreement constitutes the entire agreement between the County and City and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

No amendment, modifications, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

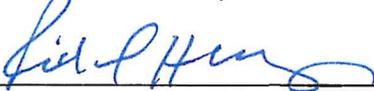
The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and that each fiscal year's funding must be included in the budget for that year and is not effective until so approved by the City Council.

This Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective successors and assigns.

EXECUTED IN DUPLICATE ORIGINALS, retained by each party hereto, effective on January 1, 2027.

CALHOUN COUNTY, TEXAS

CITY OF PORT LAVACA, TEXAS

By: 

By: _____

Richard Meyer, County Judge

Jack Whitlow, Mayor

Date of Meeting Approved: 1-31-2024

Date of Meeting Approved: _____

AGREEMENT BETWEEN VICTORIA ECONOMIC DEVELOPMENT CORPORATION
AND
CALHOUN COUNTY, TEXAS

FY 2024: \$50,000.00

This Agreement ("Agreement") is entered into effective on the ____ day of January, 2024 by and between Victoria Economic Development Corporation ("VEDC"), a Texas nonprofit corporation, acting by and through its duly authorized President and Calhoun County, Texas ("Calhoun County"), acting by and through its duly authorized County Judge.

VEDC was incorporated under the Texas Non-Profit Corporation Act, in order to stimulate, promote and develop business, industrial and manufacturing enterprises, and to promote and encourage adequate employment opportunities for the anticipated population growth in Victoria County, but has since grown to include regional economic development which includes the Calhoun-Goliad-Jackson County Region;

Calhoun County, which shall specifically include the entire jurisdictional boundaries of the Calhoun county, specifically including within the boundaries of the City of Port Lavaca, seeks to facilitate the recruitment of business, industrial and manufacturing enterprises to expand the tax base and employment base of the Calhoun County and the surrounding area; and

VEDC is willing, in exchange for the consideration herein provided, to provide, or cause to be provided, the services desired by Calhoun County which are intended to expand the tax base and employment base of the Victoria-Calhoun-Goliad-Jackson County Region and the surrounding area;

THEREFORE, in consideration of the premises and covenants herein contained, Calhoun County and VEDC agree as follows:

1. Services. Calhoun County engages VEDC to facilitate the recruitment and retention of business, industrial and manufacturing enterprises to Calhoun County and render the services herein described. VEDC accepts such engagement and shall discharge such duties in accordance with the terms and conditions herein set forth.
2. Independent Contractor. VEDC is engaged as an independent contractor and is not an officer, agent or employee of Calhoun County in regard to the operations and actions of VEDC. VEDC shall select and employ such persons as it may deem necessary to fulfill its obligations and responsibilities under the Agreement. Said persons shall be at all times employees of VEDC and shall not be officers, agents or employees of Calhoun County. Calhoun County shall not manage, direct, supervise or discharge said persons or direct them in the performance of their duties for VEDC under this Agreement.
3. Operation. VEDC shall participate in and encourage the recruitment of new business enterprises to the Victoria-Calhoun-Goliad-Jackson County region.

4. VEDC shall perform among others, the following services:
 - a. VEDC shall prepare an updated marketing plan each year that will encourage and stimulate industrial and commercial development that will create new primary job opportunities for the region;
 - b. Market the Victoria-Calhoun-Goliad-Jackson County region to potential industrial projects that have the capability to add new primary jobs to the region;
 - c. Act as the liaison between potential clients and Calhoun County.
 - d. Work in an advisory capacity with Calhoun County and its consultants for any governmental agencies that will be necessary to complete the project including local, state and federal organizations; and
 - e. Respond to business inquiries from the Governor's Office as well as site location consultants and company representatives regarding projects that have potential to use regional assets and will create new investment and primary job opportunities.
5. Revenue. Calhoun County agrees to pay VEDC the sum of \$50,000.00 per year for providing the services described. The sum shall be paid in full on or before March 1st, of each calendar year.
6. Ability to Contract with Others. Nothing in this Agreement shall in any way limit either party from contracting with other persons or organizations for similar services.
7. Board of Directors. During the term of this Agreement, the County Judge or his designee shall be a member of VEDC's Board of Directors who shall have the right to attend, participate, and vote in all meetings of the VECD Board of Directors.
8. Calhoun County has on a similar date entered into an Interlocal Agreement with the City of Port Lavaca for economic development services that are encompassed in this Agreement. For such services, the City of Port Lavaca is paying Calhoun County for fifty percent (50%) of the fee paid herein. As such, Calhoun County authorizes VEDC to share any of the information contracted for herein to the City of Port Lavaca City Manager who shall be bound with the same confidentiality as Calhoun County. Additionally, Calhoun County may share information it confidentially receives to the City Manager for the City of Port Lavaca. Further, County agrees that for certain subject matters of particular interest to the City of Port Lavaca, such as retail, fast food and housing, the County authorizes VEDC to communicate directly with City of Port Lavaca regarding those matters.
9. In response to this formal agreement, VEDC re-branded their marketing initiatives as VEDC Regional Partnership; a name and logo reflecting the multiple county program of work.
10. Termination. It is understood and agreed that either party may terminate this Agreement by giving the other party notice in writing at least 30 days in advance of the first day of a calendar

quarterly period. Such termination shall become effective at the end of the calendar quarterly period following such notice.

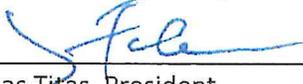
11. Notices. All written notices must be made by certified mail, return receipt requested, and shall be addressed to the applicable parties, or their successor in office, at the following addresses:

Jonas Titas, CEcD
Victoria Economic Development Corporation
101 W. Goodwin Avenue, Suite 322
Victoria, Texas 77901

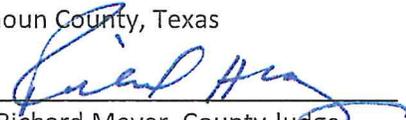
Judge Richard Meyer
Calhoun County, Texas
211 S Anne Street, Ste. 301
Port Lavaca, Texas 77979

Term. The term of this Agreement shall be from January 1, 2024 to December 31, 2026, unless sooner terminated or extended in writing.

Victoria Economic Development Corporation

By: 
Jonas Titas, President

Calhoun County, Texas

By: 
Richard Meyer, County Judge

COMMUNICATION

SUBJECT: Consider approval of the Matagorda Bay Mitigation Trust (MBMT) Contract for the City of Port Lavaca Downtown Waterfront Public Access Improvements project. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 12, 2024

AGENDA ITEM __

DATE: 01.19.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: MATAGORDA BAY MITIGATION TRUST \$400,000 GRANT AWARD

BACKGROUND:

As you recall, in October Council approved support of the City submitting an application to the Matagorda Bay Mitigation Trust and committed \$300,000 in matching funds. The scope of the project includes the construction of three (3) transient boat slips, an ADA compliant dock for fishing and crabbing in Smith Harbor, a lighted 10-ft wide shared use path (SUP) to connect the new improvements to the existing SUP at Bayfront Park, and improvements to the parking area behind Nautical Landings Office Building incorporating green infrastructure elements into the design.

On January 8, 2024 I received the attached award letter, letting us know our application was approved.

Attached is a copy of the contract with the Matagorda Mitigation Trust. This is the same language that was used in our 2023 contract with the MBMT.

PROJECT STATUS UPDATE:

Elsewhere on tonight’s agenda, is the award of a Professional Engineering Services Task Order No. 36 with Urban Engineering for this project with a total fixed fee of \$75,000.00. The MBMT grant dollars will be used to pay the first \$50,000 of the contract, which will take us mid-way into final design before any General Fund dollars will be needed.

The first step will be for Urban Engineering to prepare the COE permit application for the bulkhead and work in Smith Harbor. Once submitted, we may be looking at a year to receive the approval from the COE to construct. During this time, Urban will be working on the design plans for the full project, but depending upon how long the COE review takes, we’re probably looking at early 2025 to bid the project.

RECOMMENDATION: It is staff’s recommendation to approve the contract with the Matagorda Mitigation Trust for \$400,000 in grant dollars.

ATTACHMENTS:

- Submitted RFPF 2023-2024-1 application form
- Matagorda Bay Mitigation Trust award letter dated 1.4.2023
- Matagorda Bay Mitigation Trust contract

COVER SHEET

MATAGORDA BAY MITIGATION TRUST
REQUEST FOR PROPOSALS (RFP)
For
2023-24 Funding Cycle Projects

RFP # 2023-2024-1

Due October 16, 2023 5:00 P.M. C.S.T.

Respondent

City of Port Lavaca



**202 N. Virginia Street
Port Lavaca, Texas 77979**

Prepared by

JoAnna P. Weaver, P.E.
Interim City Manager
City of Port Lavaca

Contact phone: 361-827-3601

Contact fax: 361-552-6062

Contact email: jweaver@portlavaca.org

PART IV



MATAGORDA BAY MITIGATION TRUST

Deadline:
October 16, 2023
At 5:00 PM
Please contact Steven J. Raabe,
with any questions.
Trustee@mbmTrust.com

APPLICATION FORM - 2023-2024 Funding Cycle
(Please address all questions. Include additional pages if necessary)

1. Program/project contact information:

Name of Lead Investigator/Program Manager:
JoAnna P. Weaver, P.E.
Name of organization:
City of Port Lavaca
Physical address:
202 N. Virginia Street, Port Lavaca, TX 77979
Mailing address (include mail code if applicable):
same
Email address: **jweaver@portlavaca.org**
Telephone number: **361-552-9793**
Fax number: **361-552-6062**
Name of Project Manager or Authorized Representative,
if appropriate: **JoAnna P. Weaver, P.E.**
Email address for Project Manager or Authorized Representative:
jweaver@portlavaca.org

Check the funding priority that applies to your proposed project:

General Call:
 Public Education
 Youth Camps
 Land for Pollution Prevention
 Public Access Improvement
 Environmental Research
 Environmental Advocacy
 Habitat Restoration

Specific Call:
 Public Access Improvement

*Note: Notifications will be sent electronically

2. Applicants must be classified as a government or non-profit organization. Provide Federal Tax ID number or IRS Letter of Determination: **Federal Tax ID# 74-6001927**

3. Program/project name: **CITY OF PORT LAVACA DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS**
4. Implementation and conclusion dates of program/project: These proposed dates are assuming execution of a MBMT Contract by March 2024.
 - March 2024 – City Council to approve an engineering Task Order with Urban Engineering (FIRM Reg. No. 160) to apply for COE permit and prepare engineering plans and specifications and bid documents for the project.
 - March 2026 – 100% Project Completion

5. Amount requested: **\$400,000**

6. Proposed project summary (100 words or less)

This project will construct three (3) transient boat slips and an ADA compliant dock for fishing and crabbing in Smith Harbor. The project includes a lighted 10-ft wide concrete shared use path for walking/biking along the waterfront to connect the dock and boat slips to the existing shared use path and other amenities in Bay Front Peninsula Park. To provide safe and accessible access to these improvements, the project also includes renovations to an existing parking area and adding vegetated strip filters and other green infrastructure to filter storm runoff into the bay from the pavement.

7. Brief history and mission statement of the proposing organization (150 words or less):

The City of Port Lavaca is the county seat of Calhoun County and part of the Victoria, Texas Metropolitan Statistical Area. It was incorporated in 1919 with a Home-Rule charter and a “council-manager” form of government. The 2020 census population county of the city is 11,557. The mission of the City of Port Lavaca is to make Port Lavaca a desirable place to live through quality services, responsible use of public resources, and a progressive attitude toward community development. With enthusiasm, integrity and vision, we will maintain a safe environment and continually improve the quality of life for all citizens.

8. Describe the need for or value of the project and how it addresses the selected funding priority.

Funding this project would provide the public free, safe access to Smith Harbor and Lavaca Bay, being a part of our Downtown Waterfront area. The shoreline inside of Smith Harbor does not currently allow for safe public use of this area because these shorelines are severely eroded. Providing safe dock space for people to use for both fishing and crabbing as well as temporarily mooring their boat would give the public free access to enjoy recreational activities on Lavaca Bay. The proximity of the fishing

and crabbing dock would also make this area accessible to wheelchair bound anglers. The lighted shared use path along Lavaca Bay connecting Smith Harbor to Bayfront Peninsula Park would allow people to have a safe walk/bike travel corridor between Smith Harbor and Bayfront Peninsula which could be used for both wildlife viewing as well as providing a safe pathway for students to walk on while participating in education activities in the area.

9. List the goals and objectives of the proposed project:
- To provide free, safe and accessible public access to Lavaca Bay, and educational opportunities about our beautiful Downtown Waterfront for people of all ages and abilities, consistent with the City's recently adopted Downtown Waterfront Master Plan.
 - To provide free, safe and accessible public dock space for fishing and crabbing in Lavaca Bay or simply enjoying and learning about the wildlife and ecosystems of the bay.
 - To provide free public boat slips for use by transient boaters while purchasing local bait caught by Calhoun County Commercial Fishermen, visiting nearby downtown shops and restaurants, or enjoying the various waterfront amenities offered at the Bayfront Park.
 - To provide Shared Use access along the Lavaca Bay shoreline (walking/biking) to/from the proposed Smith Harbor public amenities to the existing Shared Use Path and public amenities in Bayfront Park, which includes a Veterans Memorial, wetlands/birding viewing areas, playground, restrooms, boat ramp, picnic areas, fishing pier, and seasonal public events.
 - To encourage the use of green infrastructure by providing varying examples of such in the design/construction of the parking area renovations, with corresponding educational signage to show the public how the green infrastructure protects the water quality in Lavaca Bay. The City of Port Lavaca has signed a Memorandum of Understanding with the Texas General Land Office Clean Coast Texas Program. The Clean Coast Texas Team has committed to assist the City of Port Lavaca with the design, and possibly also some funding, of the green infrastructure and educational components of this project.
 - To provide safe access to view future litter catchers proposed to be installed in Nautical Landings Marina, along with educational signs about marine pollution and how to prevent it. The City plans to submit a letter of intent in November 2023 to NOAA to submit a grant application in March 2024 under the Marine Debris Program.
10. Describe the methods to be used in the proposed project. Please provide a list of tasks, deliverables and milestones. Please indicate what permits or authorizations are needed to implement project, if any, and if those have been secured:

The project will be completed using contract engineering/construction administration services and contract construction services. City Staff will provide construction contract administration and maintain communication with MBMT as well as provide inspection services to supplement that provided by engineer. A permit from the Corps of Engineers will be required for the public fishing dock and transient boat slips construction and has not been secured. All work is on property owned by the City of Port Lavaca.

- March 2024 – City Council approves an engineering Task Order with Urban Engineering (FIRM Reg. No. 160) to apply for COE permit and prepare engineering plans and specifications and bid documents for the project.
- March 2025 – Receive COE Permit for construction and bid project.
- June 2025 – Issue Notice to Proceed to Construction Contractor
- January 2026 – Substantial Completion of Project construction
- March 2026 – 100% Project Completion

11. Describe the impact the project will have on the areas it benefits and the longevity of those benefits.

The City of Port Lavaca purchased Smith Harbor in 2019 and recently completed a Master Plan Study to envision how this area, along with the other City-owned lands along the shoreline, can be developed to provide enhanced safe public access to the Downtown Waterfront area. The Master Plan envisions Smith Harbor with a focus on passive recreation and education. A copy of this plan can be downloaded from <https://cleargov.com/texas/calhoun/city/port-lavaca/dashboards/935/community-development>. At present, Smith Harbor is not used much by the public because there is no safe way to access the water. This project would not only give the public safe, free access to Smith Harbor and Lavaca Bay, it would also give wildlife viewers a safe place to walk or bike along the bay between Smith Harbor and the Bayfront Peninsula Park. The project can be expanded with future phases once Poor Boy Bait is moved further to the east and would be a great first step toward the implementation of the adopted Master Plan. The addition of green infrastructure and education signage will give students as well as adults an opportunity to see how green infrastructure can be used to protect the environment. The estimated lifespan of the various components of the project with proper maintenance is 20 to 30 years.

12. Attach vitae or resume of Lead Investigator/ Program Manager of the proposed project. *See attachment "D" JoAnna P. Weaver, P.E. Interim City Manager resume*

Matagorda Bay Mitigation Trust
RFP for 2023-2024 Funding Cycle Projects

Section VIII. Item #8.

13. Financial information:

- a) Total budget for this project: \$700,000
- b) Matching funds (in-kind services or cash)
(Not required but desirable for proposals in response to the general call for proposals. Insert the 60% match from GLO or other funding for proposals in response to the specific call for proposals): \$300,000
- c) Amount being requested from the Trust \$400,000

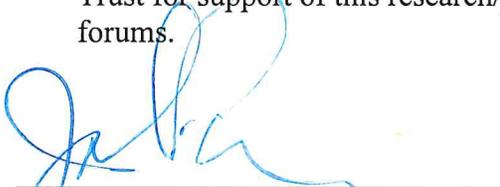
14. Please provide a task and expense budget. Note: Indirect/overhead costs are limited to 15% of salaries charged to the project.

ESTIMATE OF PROBABLE COST BY CONSTRUCTION CONTRACT					
City of Port Lavaca					
Downtown Waterfront Public Access Improvements					
PREPARED BY: URBAN ENGINEERING					
October 13, 2023					
ITEM NO.	DESCRIPTION	ESTIMATE D QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Insurance and bonds	1	LS	\$ 30,000.00	\$ 30,000.00
2.	Barricading and Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
3.	Vinyl Bulkhead (including Pilings and Tie-Rods)	125	LF	\$ 850.00	\$ 106,250.00
4.	Construct Timber Finger Pier (30 ft long x 5 ft wide) including pilings	1	EA	\$ 25,000.00	\$ 25,000.00
5.	Construct Timber Viewing/Fishing/Crabbing deck with handrail	1	LS	\$ 80,000.00	\$ 80,000.00
6.	Additional timber piles	10	EA	\$ 1,500.00	\$ 15,000.00
7.	Concrete 10 ft wide Shared Use Path	6250	SF	\$ 15.00	\$ 93,750.00
8.	Concrete 5 ft concrete sidewalk	1650	SF	\$ 15.00	\$ 24,750.00
9.	Rehabilitate existing parking area	3200	SY	\$ 20.00	\$ 64,000.00
10.	Two course surface treatment	3200	SY	\$ 6.00	\$ 19,200.00
11.	Curb stops				\$ 10,000.00
12.	Pavement striping				\$ 2,000.00
13.	Green Space infrastructure				\$ 100,000.00
14.	Shared Use Path/Parking Area Lights	6	EA	\$ 5,000.00	\$ 30,000.00
15.	Educational signage				\$ 15,050.00
				Subtotal	\$ 625,000.00
				Engineering Surveying, Testing & Permitting	\$ 75,000.00

TOTAL ESTIMATED PROJECT COST \$ 700,000.00

Should the Matagorda Bay Mitigation Trust fund this project, the undersigned agrees:

- a. To enter into a contract specifying the terms and conditions of the engagement.
- b. To designate where any dissertation or thesis can be accessed by the Matagorda Bay Mitigation Trust if applicable (e.g., website, publication source, etc.);
- c. To provide digital images of project activities; and
- d. To provide evidence of full and proper credit to the Matagorda Bay Mitigation Trust for support of this research/project in all publications and other appropriate forums.



Signature of Lead Investigator/
Program Manager



Signature of Authorized
Organization Officer or Board
Officer

Submittal Date: 10.16.2023

Submit completed applications to (PDF file size limit: 15MB):

<https://www.mbmtrust.com/rfps/>



PART V - ATTACHMENTS

All Attachments are to be returned with Submittal

ATTACHMENT A - SUBMISSION EXCEPTIONS/CLARIFICATIONS

Any exceptions taken or clarifications made to this RFP must be itemized on the lines below. Additional pages may be added as needed. If there are no exceptions or clarifications, please indicate "NONE" and sign where indicated at the bottom of the page.

Item # Description

- 1 General Terms and Conditions Section III.B: Add to start of para. "To the extent allowed by Texas law"
- 2 General Terms and Conditions Section X.A: Add "TEXAS" before "LAW" in first sentence.
- 3. General Terms and Conditions Section X.B.: Add "TEXAS" before "LAW" in the first sentence.
- 4 General Terms and Conditions Section XIX: Add to the start of the para.: "To the extent allowed by Texas law,"

The above exceptions and clarifications (and any additional pages identified) are the ONLY exceptions/clarifications to the specifications. I understand that the Trust may not accept additional exceptions produced after final submission of this response.


Signature

Mayor, City of Port Lavaca
Respondent

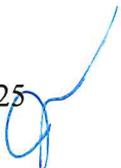
10.16.2023
Date

No Exceptions are taken to this RFP.

Signature

Respondent

Date



ATTACHMENT B -ACKNOWLEDGMENT

The undersigned agrees this submission becomes the property of the Matagorda Bay Mitigation Trust (Trust) after the published submission deadline.

The undersigned affirms they have familiarized themselves with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied themselves of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days from the filing deadline noted herein unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other Respondent, nor any employee or representative of the Trust, and that the contents of this submission have not been communicated to any other Respondent or to any employee or representative of the Trust prior to this submission.

Respondent hereby assigns to the Trust any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and understand the specifications, all exhibits, and attachments contained in this RFP package.

The undersigned agrees that the RFP package posted on the website are the official specifications and shall not alter the electronic copy of the RFP package, without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the Trust Website at: <https://www.mbmtrust.com/rfps/> to ensure they have downloaded and signed all addendum(s) required for submission with their response.

In submitting a response to the Trust, the Responder offers and agrees that if the response is accepted, the Responder will convey, sell, assign or transfer to the Trust all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodities or services purchased or acquired by the Trust. At the Trust's discretion, such assignment shall be made and become effective at the time the Trust tenders final payment to the Responder.

Acknowledge receipt of following addenda to the RFP:

Addendum No 1 Dated _____	Received _____
Addendum No 2 Dated _____	Received _____
Addendum No 3 Dated _____	Received _____

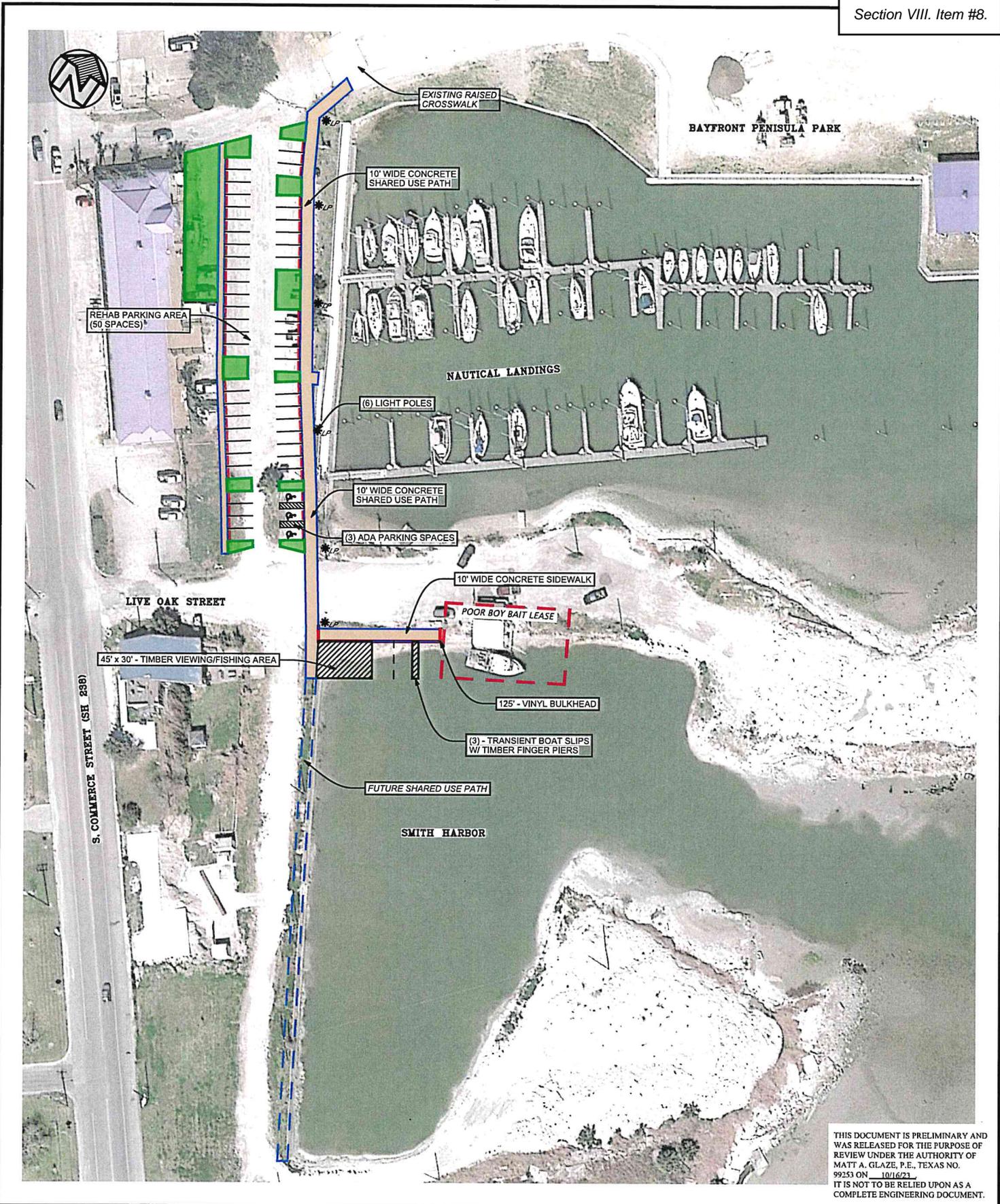
I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

NAME AND ADDRESS OF RESPONDENT:

City of Port Lavaca
202 N. Virginia Street
Port Lavaca, TX
77979
77979
361-552-9793

AUTHORIZED REPRESENTATIVE:

Signature [Handwritten Signature]
Date 10.16.2023
Name Jack Whitlow
Title Mayor
Email jwhitlow@portlavaca.org



THIS DOCUMENT IS PRELIMINARY AND WAS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF MATT A. GLAZE, P.E., TEXAS NO. 99253 ON 10/16/23. IT IS NOT TO BE RELIED UPON AS A COMPLETE ENGINEERING DOCUMENT.

© 2023 URBAN ENGINEERING
DATE 10/16/23

CITY OF PORT LAVAVA - DOWNTOWN WATERFRONT ACCESS IMPROVEMENTS

MATAGORDA BAY MITIGATION TRUST GRANT EXHIBIT

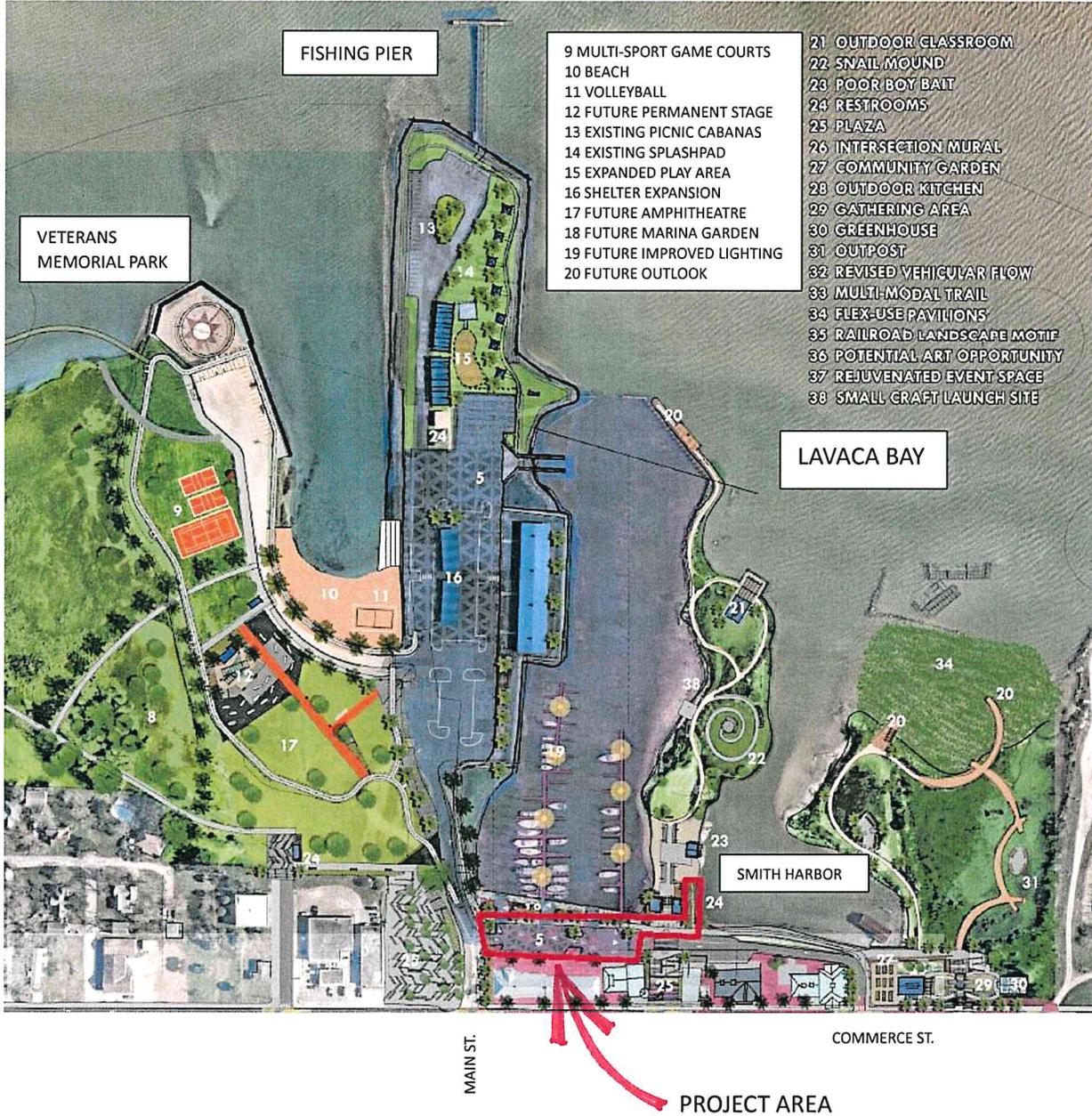


2004 N. Commerce, Victoria, Texas 77901 · 361.578
urbanvictoria.com · TREF# F-160

ATTACHMENT C SHEET 2/3

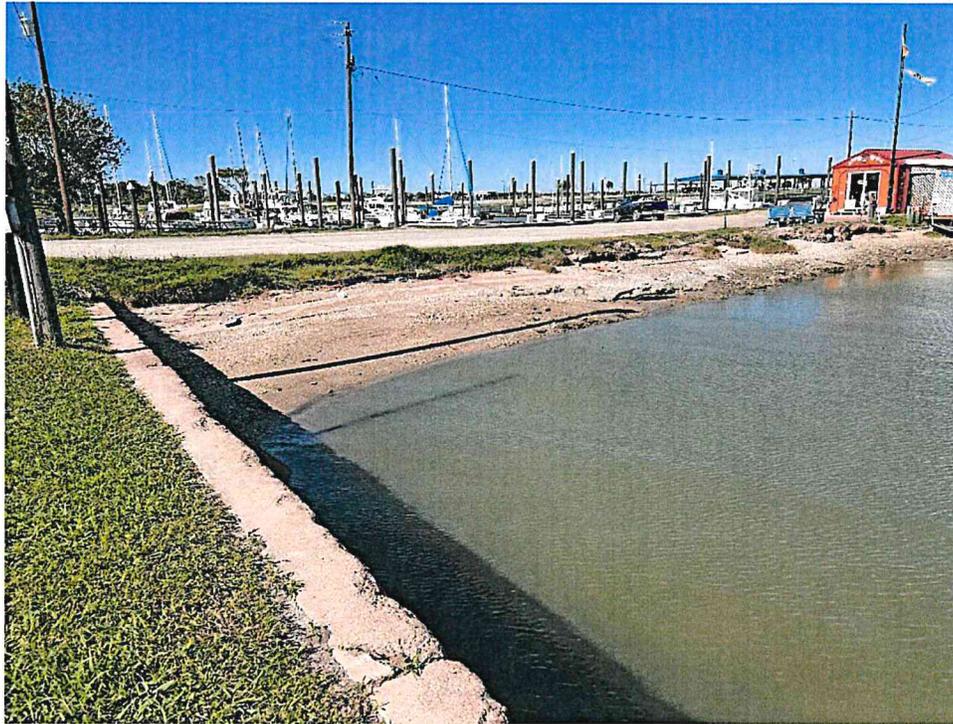
VICINITY MAP

CITY OF PORT LAVACA DOWNTOWN WATERFRONT AREA

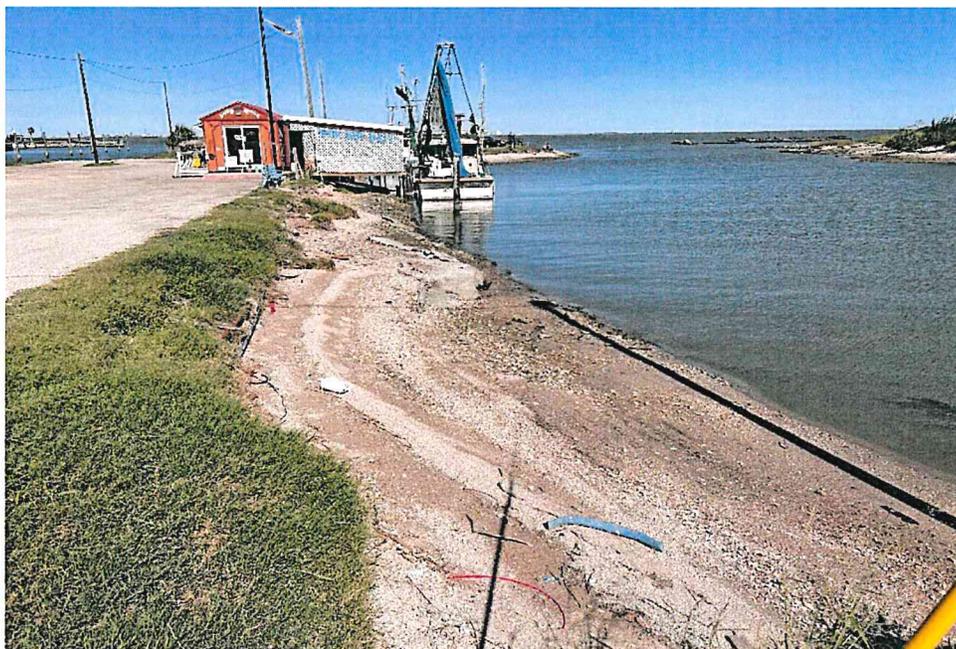


This is copied from the last page of the Downtown Waterfront Masterplan to show the location of the proposed project within the overall Downtown Waterfront area. Existing currently, within the Bayfront Peninsula Park, is a 1.0 mile walking trail and a 0.5 mile 10-ft wide shared use path to which this project is proposed to extend. Future extensions of this Shared use path will take it further south to connect to Commerce Street at Austin Street. The complete adopted plan can be downloaded at the following link: <https://cleargov.com/texas/calhoun/city/port-lavaca/dashboards/935/community-development>

ATTACHMENT C SHEET 3/3



Looking North from Seawall at location of proposed future fishing/crabbing dock and transient boat slips. Photo taken 10.15.2023



Looking Northeast from Seawall at location of proposed future fishing/crabbing dock and transient boat slips. Photo taken 10.15.2023

JoAnna P. "Jody" Weaver, P.E.

Interim City Manager of the City of Port Lavaca, Texas
 202 N. Virginia Street
 Port Lavaca, Texas 77979
 361-827-3601 cell
jweaver@portlavaca.org

Education

Bachelor of Science in Civil Engineering with Management, 1980
 Ohio Northern University, Ada Ohio

Registration

Registered Professional Engineer, 1987
 State of Texas No. 61535

Professional Awards and Honors

- Paul Harris Fellow Award, 2001, Port Lavaca Rotary Club
- Young Engineer of the Year Award, 1984, TSPE Victoria, TX

Professional Training

- various TCEQ and TWDB training seminars over the past 40 years
- Continuing Education at TCEQ Annual Water Conference
- Continuing Education at Texas Municipal League Annual conferences

Community Involvement

- Port Lavaca Rotary Club since 1997
- Co-Chairman/ Children's Director Port Lavaca Main Street since 1998
- Member of GLO Technical Advisory Council
- Past Member YMCA Board of Directors
- Past Calhoun County Library Board member
- Chairman of the Building Committee for the Calhoun County Library

Community Awards and Honors

- Port Lavaca Chamber of Commerce Woman of the Year, 2009 + 2019
- Victoria Advocate "Advocate of the Month," February 2009
- United Methodist Church Victoria District Spirit of Discipleship Award, 2008
- Port Lavaca Chamber of Commerce Community Service Award, 2007
- United Methodist Church Victoria District Christian Witness and Service Award, 2007

Employment History

April 2020 to present

Interim City Manager

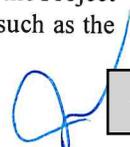
I was appointed Interim City Manager after the previous City Manager retired at the onset of COVID. I was selected based upon my 42 years of experience in and around the City and my love and long-term involvement in the community. Although I have lived and worked in and with the City for over 40 years, I must use the "Interim" title until I physically move into the City limits per the City Charter. As City Manager, I still am involved in managing the large Capital Improvement and Federally/State funded projects including a \$13.5M Living Shoreline project being funded by a CDBG-Mitigation grant; and a \$5.2M CDBG-Disaster Recovery grant project.

August 2017 – March 2020

City Engineer/Economic and Community Development Coordinator
 202 N. Virginia Street, Port Lavaca, Texas 77979

Exactly 10 days after my start date with the City of Port Lavaca, Hurricane Harvey came ashore and cause millions of dollars of damage to the City's infrastructure and amenities. As City Engineer, I worked extensively with FEMA, insurance, engineers, contractors and City Council and staff to recover and rebuild. Projects I managed include the repair/reconstruction of two fishing piers, a boat ramp dock and Nautical Landings Marina docks, the restoration of the Formosa Wetlands Walkway, the City Harbor concrete docks, the Bauer Community Center and many other smaller projects throughout the City. I was also the Project Manager for several Capital Improvement projects including projects funded with State and Federal grant dollars such as the Texas Parks and Wildlife, Texas Department of Agriculture, and the U.S. Department of Commerce.

1/3



May 2007 – July 2017

Sr. Project Engineer
G&W Engineers, Inc.
205 W. Live Oak, Port Lavaca, Texas 77979

As a Sr. Project Civil Engineer, I have designed and managed the construction phase of various water, wastewater and development projects, as well as consulted with several regional cities and utility districts as District Engineer, including Port O'Connor Improvement District, Victoria County WCID No. 1 (Bloomington), City of Ganado and the City of La Ward. Development projects I have designed or oversaw the design of include a 20 acre fourplex development in Bay City, a commercial strip center and a Dollar General in Bay City, and the Texas Lakeside RV Resort in Port Lavaca. I have extensive experience working with grant writers to prepare applications for and design and administer the construction phase of various state and federally funded water, sewer and drainage improvement projects.

2002 to May 2007

City Engineer
City of Port Lavaca, Texas
202 N. Virginia, Port Lavaca, Texas 77979

As the City Engineer, I was responsible for the project management of all municipal capital improvements projects. I designed and prepared the construction plans and specifications for most projects of \$100,000 or less. For projects greater than \$100,000 I would oversee the design performed by consultant engineering firms. I consulted with the City Building Official and Planning Board with regard to planning and development issues of the City. I consulted with the Utility Director with regard to water and wastewater issues and compliance with TCEQ. I answered directly to the City Manager and consulted with him on various topics concerning the City. Typical projects I designed during my tenure as City Engineer include: the Animal Shelter on Stringham Road, Camper's Recreation Room and outdoor showers at Lighthouse Beach, Brookhollow Estates Butterfly Park (TPWL grant), New Restrooms at Tilley, George Adams, and Lighthouse Beach Parks; Lana Park street rehabilitation, Waterline replacement on El Camino Real; Village Road Lift Station Rehabilitation; New Tilley Street sidewalk; Pavilion and Master site plan at George Adams and Tilly Parks; Right Turn Lane on Tilley St.; Re-roof of City Hall; and the Courtesy Dock at Lighthouse Beach (TPWL grant). I gained extensive experience applying for and working with various grant-funded projects including TxCDBG, TCF, GLO-CMP, TPWL, and CLAP.

1993 to 2001

Project Engineer/Public Works Division Manager
Testengeer, Inc.
3777 Hwy 35 South, Port Lavaca, Texas

During my eight years with Testengeer, I was responsible for the commercial and public works projects brought into this predominantly industrial engineering firm. Between 1994 and 1998, I was the Manager of the Public Works Division, until the department was dissolved. I continued to work on such projects, but also in conjunction with civil projects in the area industrial plants. Projects I designed included the Calhoun County Little Chocolate Bayou Park (TPWL grant), Alamo Beach and Crestview Subdivision wastewater systems (TCDP grants), the renovation of the Memorial Medical Plaza, the Matagorda County Bird Sanctuary, and the restoration of the Matagorda Island Lighthouse.

1989 to 1992

Technical Director
Port Enterprises, Inc.
Port Lavaca, Texas

In addition to providing technical expertise on various construction projects for this large commercial roofing company, I was the Company Safety Director. I established and implemented a comprehensive safety policy, including employee training and random job-site safety inspections. I also prepared cost estimates for bid and shop drawings and product data for submittal. I was acting office manager during 1991.

1986 to 1989

**Public Works Director
City of Port Lavaca
Port Lavaca, Texas 77979**

As Public Works Director I was responsible for utilities, streets, building inspections, and planning. Under my immediate direction were the Utility Director, the Building Inspector, the Department Secretary, and the Street Superintendent. I performed administrative duties, reviewed construction plans, and advised the Planning Board and City Council. I completely revised the permit application and filing processes and rewrote the Subdivision Ordinance, much of which is still in use today. During my tenure, the Fire Station and Bauer Community Center were constructed, as well as the preliminary stages of the master drainage plan. I prepared drawings and assisted the City Manager in the preparation of the COE permit application for Lighthouse Beach. During my three years as Public Works Director, I prepared a periodic newsletter for the public works employees entitled "The Public Worker."

1985 to 1986

**Estimator
Port Enterprises, Inc.
Port Lavaca, Texas 77979**

As an estimator for this large commercial roofing company, I attended pre-bid conferences, took field measurements, calculated quantities, estimated labor, and prepared and submitted competitive bids.

1980 to 1985

**Civil Engineer
ITG Construction and Engineering, Inc.
Port Lavaca, Texas 77979**

I was involved in the design and/or construction of various residential and light commercial construction projects. I designed an 80-acre subdivision, including street lay-out and water, wastewater, lift station and storm sewer design in Port Lavaca. The development, however, was never constructed.

Personal Married to Larry Weaver, a retired employee of Calhoun County Precinct 4; mother of 3 young women ages 38, 35, and 32; grandmother of 5; born in Columbus, Ohio and has called Port Lavaca/Calhoun County home since 1980.

References

Russell Cain	Russell Cain Real Estate	361-552-6313
Richard Meyer	County Judge	Richard.meyer@calhouncotx.org
Tania French	Something More Media	361-552-9788
Anne Marie Odefey	ROWW, Attorneys	361-552-2971
Ken Lester	Lester Contracting, Inc.	361-552-3024

Other references available upon request.

3/3

D. SPECIAL DOCUMENTS

Victoria Engineering, Inc. dba Urban Engineering, 2004 N. Commerce Street Victora, Texas 77901, has assisted city staff with the preparation of the project scope sketch and construction estimate for this application, under a general engineering services contract with the City of Port Lavaca. If awarded this grant, the City of Port Lavaca will approve a Task Order under this general services contract to prepare and submit the required Corps of Engineers permit application, the engineered plans and specifications for bidding, as well as construction phase engineering services.

The Engineering Firm Registration number issued by the Texas Board of Professional Engineers for Victoria Engineering, Inc. dba Urban Engineering is FIRM #160.



MATAGORDA BAY MITIGATION TRUST

Steven J. Raabe, P.E., Trustee
P.O. Box 1269
Poth, Texas 78147-1269
Trustee@mbmTrust.com

January 8, 2024

JoAnna P. Weaver, P.E.
City of Port Lavaca
202 N. Virginia Street
Port Lavaca, Texas 77979
Email: jweaver@portlavaca.org

Re: City of Port Lavaca Downtown Waterfront Public Access Improvements

Dear Ms. Weaver,

The Matagorda Bay Mitigation Trust (Trust) is pleased to inform you that your proposal titled “City of Port Lavaca Downtown Waterfront Public Access Improvements” has been selected for award.

The Trust received 39 proposals in response to the Request for Proposals issued on September 1, 2023 totaling \$16.1 million. The Trust has selected 25 projects totaling \$11.1 million for award.

I look forward to working with you and your organization on this exciting project.

This award is contingent on executing a contract between your organization and the Trust. I will be reaching out to you in the near future to finalize your contract.

Please let me know if you have any questions.

Sincerely,

Steven J. Raabe, P.E.
Trustee, Matagorda Bay Mitigation Trust

MATAGORDA BAY MITIGATION TRUST

Section VIII. Item #8.

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT 053: City of Port Lavaca Downtown Waterfront Public Access Improvements

This Contract is entered into by the Matagorda Bay Mitigation Trust (herein referred to as “the Trust”) and the following named Recipient:

THE TRUST:

Matagorda Bay Mitigation Trust
P. O. Box 1269
Poth, Texas 78147-1269
Email: Trustee@mbmtrust.com
Contact Person: Steven J. Raabe, Trustee

RECIPIENT:

City of Port Lavaca
202 N. Virginia Street
Port Lavaca, TX 77979
EMAIL: jweaver@portlavaca.org
Contact Person: JoAnna P. Weaver, P.E.

The Recipient (“Recipient”) agrees to provide Mitigation Project Work and Services (“Mitigation Project”) in compliance with this contract (“Contract”) and all applicable federal and state laws, regulations, and rules. In accordance with the General Terms & Conditions, it is understood and agreed by both parties hereto that the Trust’s obligations under this Contract are contingent upon Recipient’s compliance with this Contract and federal and state law regulations and rules. This Contract, which constitutes promised performances by the Recipient, consists of the following documents:

- Contract (Cover Sheet/Signature Page)
- General Terms and Conditions
- Statement of Mitigation Project (Attachment A)
- Budget (Attachment B)
- Invoice Format (Attachment C)

The Recipient hereby acknowledges that it has read and understands this entire Contract. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein. The Recipient agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Trust is true and correct in all respects to the best of its knowledge and belief.

CONTRACT PERIOD: FROM: March 1, 2024 **UNTIL:** March 31, 2026

FUNDING: This Contract may not exceed \$400,000.00 (“funds”).

APPROVED:

MATAGORDA BAY MITIGATION TRUST

CITY OF PORT LAVACA

BY: _____
NAME: Steven J. Raabe
TITLE: Trustee
DATE: _____

BY: _____
NAME: Jack Whitlow
TITLE: Mayor
DATE: _____

GENERAL TERMS AND CONDITIONS

I. PARTIES

- A. Trustee of the Matagorda Bay Mitigation Trust herein referred to as “Trustee” or “Trust” as applicable and “Recipient,” have made and entered into this Contract herein referred to as “Contract.”
- B. Recipient represents and guarantees that it possesses the legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the work and services described on Attachment “A” comprising the Mitigation Project (“Mitigation Project”) the Recipient has obligated itself to perform under this Contract, including subsequent contract amendments or modifications. As may be applicable to Recipient, the Recipient shall comply with appropriate federal and state licensing or certification requirements.
- C. The persons signing this Contract on behalf of the parties hereto warrant that they are the duly representatives authorized to execute this Contract and to validly bind their respective parties to all terms, conditions, performances and provisions herein set forth.

II. PURPOSE

This Contract sets forth the terms and conditions upon which the Trust agrees to provide funds (“funds”) to the Recipient to perform the Mitigation Project.

III. INDEPENDENT CONTRACTOR

- A. It is understood and agreed by both parties that the Trust is contracting with Recipient as an independent contractor and that Recipient is and shall be liable to its own employees and is responsible for its own risk of loss.
- B. To the extent allowed by Texas law, the Recipient agrees to indemnify the Trustee and Trust against all disallowed cost or other claims which may be declared by the Trustee occurring in connection with the Mitigation Project to be performed or administered by the Recipient under this Contract.
- C. Employees of Recipient are not employees of the Trust. Employees of Recipient are subject to the exclusive control and supervision of Recipient and Recipient is solely responsible for employee payroll and claims arising therefrom.

IV. FUNDS

- A. Funds and Payment Disbursements

1. Trust agrees to pay Recipient in accordance with the approved budget structure set forth in Attachment B and other provisions of this Contract and such payment shall not exceed the amount specified in the Contract Cover/Signature Page.
2. Recipient agrees that it shall not utilize funds for administration or overhead expenses in an amount that exceeds fifteen percent (15%) of the approved budgeted project salaries of Recipient. Recipient shall ensure salary amounts charged to the project are reasonable and solely for the project(s) identified.
3. Funds will be disbursed to Recipient as follows:
 - a. Mitigation Project Work Plan. The work plan for the execution of the Mitigation Project is described in Attachment A and includes the following:
 - i. Details regarding the specific work and services to be performed;
 - ii. A schedule of estimated time to perform each stage of the Mitigation Project;
 - iii. A budget to perform the Mitigation Project as shown in Attachment B; and
 - iv. Such other information requested by Trustee.
 - b. Invoicing. Upon completion of each stage of the Mitigation Project or as otherwise agreed, the Recipient shall electronically submit an invoice to the Trust with details about the work and services performed, the date(s) performed and a list of all expenditures in the format shown on Attachment C and such other information requested by the Trust. Trustee may approve payment of the invoice or upon review request additional information the Trustee deems necessary for clarification or other purposes prior to payment. Trustee may withhold payment until satisfied that the invoice represents accurately the contents therein. Prior to, during, or subsequent to approval of payment of invoices to Recipient, the Trustee shall have the right to conduct an audit or investigation regarding such invoices or other information provided by Recipient.
 - c. Progress Reports. Recipient shall provide Trust with a progress report with each invoice detailing the Mitigation Project activities performed to date together with a list of all expenditures with supporting documentation such as paid invoices, copies of subcontracts, reports maintained internally by Recipient, such reports to include information regarding potential issues that affect the Mitigation Project and reports submitted to Recipient's governing body and such other information requested by Trustee.
 - d. Final Report. Recipient shall provide Trust with a final report detailing the Mitigation Project as completed which shall include copies of all reports

maintained internally by Recipient, such reports to include information regarding the resolution of issues that affected the Mitigation Project and reports submitted to Recipient’s governing body reflecting the completion of the Mitigation Project and such other information requested by Trustee.

- e. Additional Reports. Recipient agrees to provide follow-up information and documentation to any report submitted to Trust as Trustee deems reasonable and necessary and such other information requested by Trustee from time to time.
- 4. Recipient agrees to return, refund, or repay to Trust any sum which Trustee determines represents an overpayment to Recipient or represents funds not used in accordance with the terms of this Contract. Trustee’s determination of overpayment or funds not used in accordance with the terms of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
- 5. Trustee may withhold funds to Recipient if Trustee determines that Recipient has not complied with the terms Contract. Trustee’s determination to withhold funds due to Recipient’s failure to comply with the terms of the Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
- 6. Recipient agrees that it will not receive duplicate funds from another source for any of the items included in the budget set forth in Attachment B.
- 7. Following Trustee’s approval of the Final Report, any portion of the funds not expended or obligated in accordance with this Contract shall be returned to the Trust by Recipient.
- 8. This Contract shall not be construed as creating any future financial obligation or debt of or on behalf of Trust. It is understood and agreed that funds may be provided to Recipient only from funds allocated for this Mitigation Project which shall be distributed subject to compliance with this Contract and upon such timing as deemed reasonable by the Trustee.

V. RECORDS MANAGEMENT

- A. Recipient shall maintain all books, records, documents, papers, and other evidence related to Mitigation Project implementation, including financial records, reports maintained internally by Recipient and reports submitted to Recipient’s governing body, and Mitigation Project performance information, in accordance with generally accepted business and accounting practices, consistently applied. Recipient shall also maintain the financial data used in the preparation of support for any cost (direct and indirect) information or analysis for the Contract or for any negotiated subcontract. Recipient shall also maintain a copy of any negotiated

subcontract. Recipient shall also maintain a copy of any cost information analysis submitted to Trustee. Recipient agrees to the disclosure and access of Trustee, or any authorized representative of Trustee to all such books, records, documents, papers, and other evidence for the purposes of review, inspection, audit, excerpts, transcriptions and copying during normal business hours.

- B. Recipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the Trustee or his authorized representative, to conduct an audit or investigation in connection with those funds. Recipient further agrees to fully cooperate with the Trustee, or his authorized representative in the conduct of the audit or investigation, including providing all records requested. Recipient shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- C. Recipient shall maintain such records and be subject to these audit requirements during the performance under this Contract for a period of five years after Trustee provides written approval of the Final Report. However, if Recipient is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the Mitigation Project that started before the expiration of the five-year record retention period, Recipient shall maintain all records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the five-year record retention period, whichever is later. The Trustee will have access to records at any reasonable time for as long as the records are maintained by Recipient. Recipient agrees to transfer records in its custody to Trustee upon his request. This paragraph survives termination of this Contract.
- D. Failure to comply with all records management and reporting requirements of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

VI. FINANCIAL MANAGEMENT

Recipient shall have a financial management or accounting system which accounts for costs in accordance with generally accepted accounting standards and principles. Recipient shall allow Trustee’s review of the adequacy of the financial management system. Failure to maintain the financial accounting requirements shall constitute an event of potential default more fully described in Section XIV hereinafter. The accounting requirements shall include:

- A. Provide for the identification of costs in accordance with the approved project budget (Attachment B) and segregation of Mitigation Project costs between the budget categories;

- B. Maintain records which adequately identify the source and application provided under this Contract. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
- C. Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Contract. All such property acquired with Project funds must be adequately safeguarded and used solely for authorized purposes;
- D. Provide budget control by comparing outlays and expenditures with budgeted amounts for the funds provided by the Trust both by category and by task as shown in Attachment C;
- E. Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;
- F. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Contract or applicable statutes; and
- G. Permit preparation of reports required by this Contract or requested by Trustee.

VII. SUBCONTRACTORS

- A. Recipient may subcontract any portion of the Mitigation Project for purposes of this Contract.
- B. Recipient shall be responsible for all acts and omissions of all subcontractors performing or furnishing any portion of the Mitigation Project under a direct or indirect contract with Recipient to the extent provided under applicable laws and regulations. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Trust and any such subcontractor, nor shall it create any obligation on the part of Trust to pay or to see to the payment of any money due to any such subcontractor.
- C. Recipient shall be solely responsible for scheduling and coordinating the work of subcontractors performing or furnishing any portion of the Project under a direct or indirect contract with Recipient. Recipient shall require all subcontractors performing or furnishing any portion of the Project who desire to communicate with Trustee to communicate through Recipient with Trustee.
- D. All work performed for Recipient by a subcontractor shall be pursuant to an appropriate written contract between Recipient and the subcontractor which is not inconsistent with the terms and conditions of this Contract. Each subcontractor

shall be provided a copy of this Contract prior to initiating any portion of the Mitigation Project.

VIII. PUBLICATIONS, NEWS RELEASES, AND OTHER PUBLIC ANNOUNCEMENTS

All public reports, news releases, other publicity, and other materials prepared for publication pursuant to or as a result of this Contract shall acknowledge the Matagorda Bay Mitigation Trust as the funding source. Public reports or other publications, news releases, and other publicity issued by Recipient about the Mitigation Project shall be provided to Trustee.

IX. RIGHTS IN DATA AND OTHER MATERIALS

- A. Recipient and the Trust agree that any data collected as a result of this Contract shall be jointly owned by Recipient and the Trust. Recipient and Trust agree that each shall have complete and unlimited access and use to all data collected as a result of this Contract. Further, at the termination of the Trust, or at such other time deemed appropriate by Trustee, the Trustee has the right, but not the obligation to transfer any interest in the data to Recipient.
- B. Recipient shall act to ensure all subcontractors used for this Mitigation Project are advised of the rights in data and other materials described herein and that the subcontractors are prohibited from asserting any rights at common law or in equity or otherwise seeking to establish any claim to statutory copyright in any data, material or information developed under this Contract.
- C. Recipient and the Trust agree that in addition to the joint ownership by Recipient and the Trust of any data collected as a result of this Contract, that in the event any invention or intellectual property is created as a result of this Contract in which the Recipient retains title, Trust shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world. Materials developed as a result of this Contract will be made available to the Trustee in written and electronic formats upon request.
- D. The Recipient has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Recipient’s obligations to the Trust under this Contract. If a subcontractor refuses to accept terms affording the Trust’s such rights, the Recipient shall promptly bring such refusal to the attention of the Trustee.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section IX.

X. AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

A. TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION TO THE EXTENT ARISING FROM THE MISCONDUCT, NEGLIGENCE, OMISSIONS, OR RECKLESS ACTS OF RECIPIENT OR ITS EMPLOYEES, OFFICERS, OFFICIALS OR AGENTS OR ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR WORK BY RECIPIENT UNDER THIS CONTRACT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS CONTRACT.

B. TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, THE RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO RECIPIENT AND TO ANY AND ALL SUBCONTRACTS, MATERIALS, PERSONS, LABORERS AND AN OTHER PERSONS, FIRMS OR CORPORATION, FURNISHING OR SUPPLYING WORK, SERVICES, MATERIALS, OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.

XI. CONFLICT OF INTEREST

A. Recipient shall maintain an internal policy regarding conflicts of interest and shall adhere to said policy with respect to any potential or actual organizational or personal conflict of interest between Recipient and its employees or any

subcontractor with respect to this Contract. Further, such internal pol
include a prohibition that funds received by Recipient from the Trust shall not be used to pay, reimburse or otherwise give in any manner or for any purpose to the Plaintiffs and Defendants in Cause No. 6-17-CV-00047, In San Antonio Bay Estuarine Waterkeeper and S. Diane Wilson vs. Formosa Plastics Corp., Texas, and Formosa Plastics, Corp., U.S.A., in the United States District Court for the Southern District of Texas, Victoria Division.

- B. Recipient shall notify Trustee regarding any potential or actual organization or personal conflict of interest involving Recipient’s employees or subcontractors and shall keep the Trustee informed regarding any actions taken or decisions made in connection with such employee or subcontractor. In the event that the organizational or personal conflicts of interest does not become known until after performance on the Contract begins, Recipient shall notify Trustee of the conflict and any action taken as soon as Recipient becomes aware of the conflict.
- C. Trustee has sole discretion to make the final determination as to whether an organizational or personal conflict of interest exists, and if the conflict of interest requires action beyond the action taken by Recipient, whatever action that may be. Trustee may request Recipient to terminate any subcontractor in whole or in part, if Trustee deems such termination necessary to avoid an organizational or personal conflict of interest.
- D. If Recipient was aware of an actual organizational or personal conflict of interest prior to award or discovered an actual conflict afterward and did not disclose it or misrepresented relevant information to Trust, Trustee, at his sole discretion, may terminate this Contract for default or pursue such other remedies as may be permitted by law or this Contract.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section XI.

XII. VENUE

Recipient acknowledges and agrees that this Contract is being performed in Calhoun County, Texas. Recipient agrees that any permissible cause of action involving this Contract arises solely in Calhoun County.

XIII. ENTIRE AGREEMENT

This Contract constitutes the entire and full agreement between the Recipient and the Trust, and all previous oral or written agreements relating to the subject matter of this Contract between the Trust and Recipient have been superseded, reduced to written form, and are incorporated herein.

Recipient and Trust expressly agree and understand that all future, oral agreements, representations or modifications shall not have any legal binding effect unless and until reduced to writing and executed by both Recipient and Trustee, except for amendments by operation of law as provided in Section XVII in this Contract.

XIV. DEFAULT AND REMEDIES

- A. Recipient shall be considered in default under this Contract if any one or more of the following events occur, provided that Recipient has received written notice of such potential default from Trustee and has failed to cure the potential default within thirty days from the date of said notice. If Recipient has begun a good faith effort to cure the potential default within the thirty-day period, Recipient may be allowed additional time, if deemed reasonable by Trustee in his sole discretion, as needed to cure the potential default.

- B. Event of Potential Default. Trustee will, in his sole discretion, determine if an Event of Potential Default exists. Each of the following shall constitute an Event of Potential Default under this Contract:
 - 1. If Recipient makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.
 - 2. If at any time Recipient knowingly, negligently, or intentionally makes any representation to Trustee which is incorrect in any material respect.
 - 3. If Recipient knowingly, negligently, or intentionally submits any request for payment to Trust which is incorrect in any material respect.
 - 4. If Recipient knowingly, negligently, or intentionally submits any report or certification to Trust related to the Mitigation Project which is incorrect in any material respect.
 - 5. If Recipient utilizes funds which Trustee determines represents an overpayment to Recipient or represents funds not used in strict accordance with the terms of this Contract.
 - 6. If Recipient fails to perform the Mitigation Project described on Attachment A in any material aspect.
 - 7. If Recipient fails to comply with the reporting and invoicing requirements under this Contract.
 - 8. If Recipient fails to maintain the records management requirements under this Contract.

- 9. If Recipient fails to maintain the financial accounting requirements under this Contract.
- 10. If Recipient fails to maintain the insurance requirements under this Contract.
- 11. If Recipient fails to comply with any term or provision contained in this Contract.

- C. Remedies. Upon the occurrence of any such Event of Potential Default and failure of Recipient to cure such potential default as provided above, Trustee may declare Recipient in default in writing and may, as Trustee determines appropriate, withhold payments to Recipient or require Recipient to return, refund or repay any payments received prior or subsequent to the event of default. In addition, Trustee may terminate this Contract and avail himself of any appropriate legal remedies, including recovery of attorney’s fees and expenses incurred in enforcing any such legal remedies.
- D. No Waiver. A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trust shall not be construed as a waiver of any rights or powers.

XV. USE OF FUNDS AND LIMITATIONS ON EXPENDITURES

Funds distributed or allocated to Recipient under this Contract, or any modification thereto, shall not be used to support other programs operated by the Recipient under a different contract. Nor can such funds be carried over to a new contract or amended contract without the written permission of the Trustee.

XVI. LIMITATION ON LIABILITY

The Recipient understands and agrees that the Trust shall not be liable for expenditures made in violation of terms of this Contract, any laws, regulations, rules, or policies, or any other laws or regulations applicable to the Mitigation Project performed under this Contract. The Recipient also agrees that the Trust shall not be liable for any cost incurred by Recipient which exceeds the funding amount provided hereinabove. The Recipient shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a subcontractor of the Recipient.

XVII. AMENDMENTS BY OPERATION OF LAW

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal law, State law, by regulations, are automatically incorporated into this Contract as if set forth fully, without written amendment hereto, and shall become effective on the effective date designated by such law, regulation, or policy.

XVIII. COMPLIANCE WITH LAW.

Recipient covenants and agrees to comply with all applicable Federal, State and local laws, and all applicable Federal and State regulations. Recipient shall also be responsible to ensure that its' subcontractors shall comply with applicable Federal, State and local laws, and all applicable Federal and State regulations.

XIX. PATENT INDEMNITY

To the extent allowed by Texas law, the Recipient shall indemnify the Trustee, the Trust and its consultants, agents, attorneys, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. §181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract, or out of the use or disposal by or for the account of the Trust of such supplies or construction work.

XX. DISCLOSURE OF INTEREST

Recipient represents and warrants that the Trustee, the Trust or its' consultants, agents or attorneys have no ownership in Recipient or Recipient's subcontractors. Further, Recipient shall ensure subcontractor's compliance with Section XX.

XXI. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Contract shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Contract for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose, so long as the invalidated matter does not substantially deprive a party of the benefit of this Contract.

XXII. INSURANCE

Recipient shall maintain during the term of this Contract and shall provide Trustee with proof of the following:

1. General liability insurance which includes bodily injury, property damage, personal and advertising injury, and products and completed operations is required by the Recipient and those working on their behalf. The required minimum coverage limit shall be \$1,000,000 per occurrence with \$2,000,000

aggregate. General Liability must provide Additional Insured, Primary, Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.

2. Automobile liability for all Owned, Hired and Non-Owned vehicles of the Recipient and those working on their behalf in conducting its performance under this Contract is required. Such automobile insurance must provide at a minimum \$1,000,000 Combined Single Limit. A reasonable deductible is allowable. The Automobile policy must provide Additional Insured, Primary and Non-Contributory, and Waiver of Our Right to Recover from Others status in favor of The Trust.
3. Recipient shall secure Errors and Omissions insurance coverage in the amount of \$2,000,000.
4. Workers Compensation Insurance providing Statutory Limits and Employers Liability Insurance with limits of \$1,000,000 Each Accident; \$1,000,000 by Disease – Each Employee; and \$1,000,000 by Disease – Policy Limit or similar insurance acceptable by The Trust shall be required for all of the Recipient’s employees and any other entity working for or participating on behalf of the Recipient. All Worker’s Compensation insurance or similar insurance provided by the Recipient or any other entity working for or participating on behalf of the Recipient must include a Wavier of Our Right to Recover from Others in favor of The Trust.
5. The Trust shall not be responsible for the payment of premiums or assessments on such policies.
6. Certificates of insurance showing such coverages as required herein shall be submitted to Trustee within 20 days of contract execution.
7. In the event any insurance policy as specified herein is cancelled or in the event Recipient fails to maintain the minimum insurance limits as specified herein or in the event recipient fails to provide certificates of insurance, such event shall constitute an event of potential default more fully described in Section XIV hereinabove.

XXIII. ASSIGNMENT

This Contract shall be binding on and inure to the benefit of the Trust and Recipient and their respective successors and permitted assigns. This Contract may not be assigned by Recipient without the prior written consent of the Trustee.

XXIV. NOTICES/COMMUNICATIONS

All notices, communications, and requests given to or made upon the Trust and hereto shall, except as otherwise specified herein, be in writing and shall be delivered or mailed to such party at the notice addresses specified on the Contract Cover/Signature Page. The Trust and Recipient may change their notice addresses but shall provide immediate notice to the other and shall provide such notice in writing to the other party.

XXV. DISPUTES

In the event a Recipient has a dispute with the Trust or in the event any Recipient seeks to file a claim or lawsuit, the Recipient’s sole recourse shall be by informal dispute resolution between the Recipient and the Trust and if such informal dispute resolution is not resolved, then the Recipient may seek the alternative dispute resolution as provided herein. The alternative dispute resolution process shall consist of a Mediated Settlement Conference in Calhoun County, to be conducted with the Recipient and the Trust and their legal counsel. The mediator shall be selected by agreement of the Recipient and the Trustee. Should the parties fail to agree on a mediator, an attorney mediator shall be selected by the Administrative Judge of the Calhoun County District Courts. The decision made by a Mediator shall be binding on the Recipient and the Trust, and there shall be no further appeal but the decision shall be enforced, if necessary, by the District Court of Calhoun County. The Recipient agrees to submit to such binding alternative dispute resolution as provided herein. Further, Recipient’s sole remedy under the informal dispute resolution and under the binding alternative dispute resolution shall be limited to all, none or part of the remaining balance, if any, of Funds allocated to it under the terms of this Contract with the Trust; however, the Trust may recoup any Funds distributed to the Recipient through the same alternative dispute resolution procedure described herein. Any remedy under the mediation shall be sole province of the Mediator unless the Recipient and Trustee agree otherwise. In no event shall a Recipient be entitled to any other remedy; including, but not limited to, actual damages, compensatory damages, punitive damages, exemplary damages, interest, costs of court, actual expenses and attorneys’ fees. These procedures shall be binding on Recipients notwithstanding any conflict with any law or regulation.

XXVI. PERIOD OF CONTRACT

This Contract will remain in effect until the completion of the five-year record retention period after the Trustee provides written approval of the Final Report, unless extended, modified, or terminated by written agreement of the Parties or terminated as provided herein. This provision shall survive termination of this Contract.

END OF TERMS AND CONDITIONS

ATTACHMENT A

STATEMENT OF MITIGATION PROJECT

City of Port Lavaca (“Recipient”)

202 N. Virginia Street

Port Lavaca, TX 77979

City of Port Lavaca Downtown Waterfront Public Access Improvements

This project will construct three (3) transient boat slips and an ADA compliant dock for fishing and crabbing in Smith Harbor. The project includes a lighted 10.ft wide concrete shared use path for walking/biking along the waterfront to connect the dock and boat slips to the existing shared use path and other amenities in Bay Front Peninsula Park. To provide safe and accessible access to these improvements, the project also includes renovations to an existing parking area and adding vegetated strip filters and other green infrastructure to filter storm runoff into the bay from the pavement.

The goals and objectives of the proposed project:

- To provide free, safe and accessible public access to Lavaca Bay, and educational opportunities about our beautiful Downtown Waterfront for people of all ages and abilities, consistent with the City's recently adopted Downtown Waterfront Master Plan.
- To provide free, safe and accessible public dock space for fishing and crabbing in Lavaca Bay or simply enjoying and learning about the wildlife and ecosystems of the bay.
- To provide free public boat slips for use by transient boaters while purchasing local bait caught by Calhoun County Commercial Fishermen, visiting nearby downtown shops and restaurants, or enjoying the various waterfront amenities offered at the Bayfront Park.
- To provide Shared Use access along the Lavaca Bay shoreline (walking/biking) to/from the proposed Smith Harbor public amenities to the existing Shared Use Path and public amenities in Bayfront Park, which includes a Veterans Memorial, wetlands/birding viewing areas, playground, restrooms, boat ramp, picnic areas, fishing pier, and seasonal public events.
- To encourage the use of green infrastructure by providing varying examples of such in the design/construction of the parking area renovations, with corresponding educational signage to show the public how the green infrastructure protects the water quality in Lavaca Bay. The City of Port Lavaca has signed a Memorandum of Understanding with the Texas General Land Office Clean Coast Texas Program. The Clean Coast Texas Team has committed to assist the City of Port Lavaca with the design, and possibly also some funding, of the green infrastructure and educational components of this project.
- To provide safe access to view future litter catchers proposed to be installed in Nautical Landings Marina, along with educational signs about marine pollution and how to prevent it. The City plans to submit a letter of intent in November 2023 to NOAA to submit a grant application in March 2024 under the Marine Debris Program.

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT B
BUDGET

City of Port Lavaca ("Recipient")
202 N. Virginia Street
Port Lavaca, TX 77979

Contract Budget

Engineering - \$50,000.00

Construction - \$350,000.00

Total Contract Budget - \$400,000.00

RECIPIENT WILL SUBMIT INVOICES TO TRUST (mark appropriate option):

Monthly

OR

Quarterly

ATTACHMENT C
INVOICING INSTRUCTIONS

Below are the instructions on how to complete and submit your invoice. All invoices must be submitted electronically. You do not need to submit a hard copy unless specifically requested to do so. Invoices that don’t balance or that lack proper supporting documentation will be delayed, so please ensure that your invoice is in order prior to submission.

The Recipient’s Contract includes the budget and invoice form (Attachment C). The Contract’s budget is tracked in two ways: Budget by Contract Category and Budget by Task.

Each invoice submitted for payment must track the project costs in compliance with the Recipient’s Contract as outlined in Attachment C.

Each field at the top and bottom of the Invoice form must be completed and the invoice must be signed and dated by the person authorize to certify that the invoice is true, correct and complete and in accordance with the Contract.

Each invoice should have the amounts being billed for the current billing period (“This Invoice” columns) and the accumulated amount billed for this Contract to-date, including the current billing period (“Contract To-Date” columns). Please take special note that the two budgets – Budget by Contract Category and Budget by Task – must always equal.

Supporting documentation must be attached to the invoice for each line item being billed in the sequence such items appear in the Budget by Contract Category section. Each supporting document must be clearly labeled *and in the proper budget sequence* in order allow our audit of the invoice and its approval for payment. Failure to properly label or sequence the supporting documentation will cause a rejection of the invoice, so this is very important.

All invoices are to be submitted electronically (email) to: Trustee@mbmTrust.com.

If a Recipient has any questions whatsoever about invoicing procedures please feel free to contact the Trust office at 361-200-1456 or write to Administrator@mbmTrust.com.

Effective Date: June 1, 2020

Invoice to Matagorda Bay Mitigation Trust

Date of Invoice:

Recipient Name: City of Port Lavaca

Billing Period This Invoice:

Contract #: 053

From To

Contract Amount: \$ 400,000.00

Invoice Amount: \$

Payment Request No:

Is this a final payment application?

Y N

INVOICE RECAP*

BUDGET BY CONTRACT CATEGORY				BUDGET BY TASK			
Category	This Invoice	Contract To-Date	Total Budget	Task	This Invoice	Contract To-Date	Total Budget
Engineering, Surveying, Testing & Permitting (2/3rds total fee)			\$50,000.00	Engineering, Surveying, Testing & Permitting (2/3rds total fee)			\$50,000.00
Construction			\$350,000.00	Construction			\$350,000.00
Total			\$400,000.00				
*Please see invoicing instructions				Total			\$400,000.00

Remittance Address:

Name of Payment Contact Person and contact information:

Certification: I certify that the amounts being invoiced are true, correct, and complete in every material respect.

Signature and Title of Authorized Representative

Date Signed

Print Name and Title of Authorized Representative

For Office Use Only

COMMUNICATION

SUBJECT: Consider Urban Engineering Task Order No. 35 for Ann Street Lift Station Replacement project, including preparation/submittal of UPRR (Union Pacific Railroad) Permit. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 12, 2024

AGENDA ITEM __

DATE: 02.05.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: URBAN ENGINEERING TASK ORDER NO. 35 FOR ANN STREET LIFT STATION REPLACEMENT INCLUDING PREPARATION/SUBMITTAL OF UPRR PERMIT

BACKGROUND:

In the Sanitary Sewer Lift Station Assessment prepared by Urban Engineering in January 2020, the Anne Street Lift Station is described as being in "poor condition." The Ann Street Lift Station, located next to Melstan's is under capacity for the amount of flow that it sees, particularly in wet weather. The pumps can't keep up and this is why many people in the sewage drainage basin of the Ann Street Lift Station cannot flush their toilets after a rain event.

Replacement of the Ann Street Lift Station is included in the adopted FYE 2024 Capital Improvement Plan.

Attached is Task Order No. 35 offered by Urban Engineering to perform the Engineering design, surveying, permitting, bidding and contract administration as needed for the project. The total Fixed Fee amount is \$73,850.00.

FINANCIAL:

This Engineering Task Order will be paid using funds from the Public Utility Fund Construction Fund 217.

RECOMMENDATION: It is staff's recommendation to approve Urban Engineering Task Order No. 35 in the Fixed Fee amount of \$73,850.00 for the Ann Street Lift Station Replacement project.

ATTACHMENTS:

- Task Order 35

This is Task Order No. 35 consisting of 3 pages.

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2017 ("Agreement"), Owner and Engineer agree as follows:

- 1. **Specific Project Data**
 - A. Title: City of Port Lavaca – Ann Street Lift Station Replacement
 - B. Description: Design plans & specifications, prepare bid documents and perform contract administration for the total replacement of the Ann Street lift station and force main from the lift station to Railroad Street. This work includes railroad permits.
- 2. **Services of Engineer**
Engineer shall have those responsibilities set forth in Exhibit A.
- 3. **Owner's Responsibilities**
Owner shall have those responsibilities set forth in Exhibit B.
- 4. **Times for Rendering Services**
Services will be rendered in a timely manner and in accordance with the schedule determined during the Study and Report Phase of the Project.
- 5. **Payments to Engineer**
 - A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Boundary & Topographic Surveys and Aerial</i>	<i>Fixed Fee</i>	<i>\$8,850.00</i>
<i>Geotechnical Investigation Services</i>	<i>Fixed Fee</i>	<i>\$2,500.00</i>
<i>Design Plans & Specifications</i>	<i>Fixed Fee</i>	<i>\$46,875.00</i>
<i>Bid Documents</i>	<i>Fixed Fee</i>	<i>\$6,250.00</i>
<i>Contract Administration</i>	<i>Fixed Fee</i>	<i>\$9,375.00</i>
<i>Total</i>		<i>\$73,850.00</i>

- B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.
- C. Reimbursable Expenses: Includes fees charged by outside entities have review authority over the project, government agency fees and advertising fees. See Appendix 1 to Exhibit C "Reimbursable Expenses Schedule"

6. **Consultants:** Urban Surveying, Inc.
7. **Other Modifications to Agreement:** None
8. **Attachments:** None
9. **Documents Incorporated By Reference:** Master Agreement Between City of Port Lavaca and Victoria Engineering, Inc. dba Urban Engineering dated November 13, 2017. This includes all Attachments to that Agreement (Attachments A – Attachment I inclusive).

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: _____

By:  _____

Name: Jack Whitlow

Name: Matt A. Glaze, P.E.

Title: Mayor

Title: Vice President

Engineer License or Firm's
Certificate No. TREF# F-160
State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: JoAnna P. "Jody" Weaver, P.E.

Name: Matt A. Glaze, P.E.

Title: City Manager & City Engineer

Title: Vice President

Address: 202 N. Virginia St.
Port Lavaca, TX 77979

Address: 2004 N. Commerce St.
Victoria, TX 77901

E-Mail
Address: jweaver@portlavaca.org

E-Mail
Address: mglaze@urbanvictoria.com

Phone: 361-552-9793

Phone: 361-578-9836

Fax: 361-552-6062

Fax: N/A

COMMUNICATION

SUBJECT: Consider Urban Engineering Task Order No. 36 for Downtown Waterfront Public Access Improvements Project – Funded in part by Matagorda Bay Mitigation Trust (MBMT) 2024 Grant. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 12, 2024

AGENDA ITEM __

DATE: 01.19.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: URBAN ENGINEERING TASK ORDER NO. 36 FOR DOWNTOWN WATERFRONT PUBLIC ACCESS IMPROVEMENTS PROJECT – FUNDED IN PART BY MATAGORDA BAY MITIGATION TRUST 2024 GRANT

BACKGROUND:

We have been awarded a \$400,000 grant from the Matagorda Bay Mitigation Trust to supplement \$300,000 of General Fund dollars committed by Council to construct a Downtown Waterfront Public Access Improvement project. The scope of the project includes the construction of three (3) transient boat slips, an ADA compliant dock for fishing and crabbing in Smith Harbor, a lighted 10-ft wide shared use path (SUP) to connect the new improvements to the existing SUP at Bayfront Park, and improvements to the parking area behind Nautical Landings Office Building incorporating green infrastructure elements into the design.

Attached is Task Order No. 36 offered by Urban Engineering to perform the Engineering design, surveying, permitting, bidding and contract administration as needed for the project. The total Fixed Fee amount is \$75,000, \$50,000 of which will be reimbursed by the MBMT grant. General Fund dollars will not be needed until mid-way through the final design phase of the engineering contract.

PROJECT STATUS UPDATE:

The first step will be for Urban Engineering to prepare the COE permit application for the bulkhead and work in Smith Harbor. Once submitted, we may be looking at a year to receive the approval from the COE to construct. During this time, Urban will be working on the design plans for the full project, but depending upon how long the COE review takes, we're probably looking at early 2025 to bid the project.

RECOMMENDATION: It is staff's recommendation to approve Urban Engineering Task Order No. 36 in the Fixed Fee amount of \$75,000 for the Downtown Waterfront Public Access Improvements project - 2024.

ATTACHMENTS:

- Task Order 36

This is Task Order No. 36, consisting of 3 pages.

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**
 - A. Title: City of Port Lavaca – Downtown Waterfront Public Access Improvements
 - B. Description: Design plans & specifications, prepare bid documents and perform contract administration for the construction of vinyl bulkhead, a courtesy dock and parking lot renovations at Smith Harbor and submit necessary documents to the USACE for permitting.
2. **Services of Engineer**
Engineer shall have those responsibilities set forth in Exhibit A.
3. **Owner's Responsibilities**
Owner shall have those responsibilities set forth in Exhibit B.
4. **Times for Rendering Services**
Services will be rendered in a timely manner and in accordance with the schedule determined during the Study and Report Phase of the Project.
5. **Payments to Engineer**
 - A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Topographic Survey</i>	<i>Fixed Fee</i>	<i>\$9,000.00</i>
<i>USACE Permitting</i>	<i>Fixed Fee</i>	<i>\$10,000.00</i>
<i>Preliminary Design</i>	<i>Fixed Fee</i>	<i>\$22,400.00</i>
<i>Final Design</i>	<i>Fixed Fee</i>	<i>\$19,600.00</i>
<i>Bidding</i>	<i>Fixed Fee</i>	<i>\$8,400.00</i>
<i>Contract Administration</i>	<i>Fixed Fee</i>	<i>\$5,600.00</i>
<i>Total</i>		<i>\$75,000.00</i>

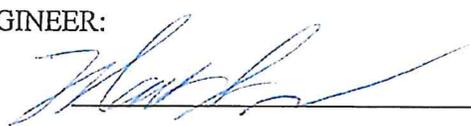
- B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.
- C. Reimbursable Expenses: Includes fees charged by outside entities have review authority over the project, government agency fees and advertising fees. See Appendix 1 to Exhibit C "Reimbursable Expenses Schedule"

6. **Consultants:** Urban Surveying, Inc.
7. **Other Modifications to Agreement:** None
8. **Attachments:** None
9. **Documents Incorporated By Reference:** Master Agreement Between City of Port Lavaca and Victoria Engineering, Inc. dba Urban Engineering dated November 13, 2017. This includes all Attachments to that Agreement (Attachments A – Attachment I inclusive).

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:
By: 
Name: Jack Whitlow
Title: Mayor

ENGINEER:
By: 
Name: Matt A. Glaze, P.E.
Title: Vice President

Engineer License or Firm's
Certificate No. TREF# F-160
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: JoAnna P. "Jody" Weaver, P.E.
Title: City Manager & City Engineer
Address: 202 N. Virginia St.
Port Lavaca, TX 77979
E-Mail Address: jweaver@portlavaca.org
Phone: 361-552-9793
Fax: 361-552-6062

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt A. Glaze
Title: Vice President
Address: 2004 N. Commerce St.
Victoria, TX 77901
E-Mail Address: mglaze@urbanvictoria.com
Phone: 361-578-9836
Fax: N/A

COMMUNICATION

SUBJECT: Consider Second and Final reading of an Ordinance (G-1-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes; Chapter 38 Solid Waste Residential Rates; and providing an effective date. Presenter is Jody Weaver

INFORMATION:

ORDINANCE #G-1-24

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

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 8th day of January, 2024.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 12th day of February, 2024.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 12th day of February, 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

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

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

EXHIBIT A

CHAPTER 38—SOLID WASTE

Section Number	Subject	Fee Amount
38-29	Residential Rate	
	Garbage/brush/bulk collection	\$19.53 \$20.31
	Rate per Additional Cart	\$16.11
	City-wide cleanups	\$0.35 \$0.70
38-30	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)

END OF EXHIBIT A

COMMUNICATION

SUBJECT: Consider Resolution No. R-021224-1 for the purpose of adopting the 2024 Water Conservation Plan (WCP) for the City of Port Lavaca to promote responsible use of Water Consumption Reduction as required by 2007 House Bill 4 of the Texas State Legislature.
Presenter is Wayne Shaffer

INFORMATION:

CC MEETING: FEBRUARY 12, 2024

DATE: 01-29-2024

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

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: Adoption of Updated Water Conservation Plan

BACKGROUND:

The City Of Port Lavaca Water Conservation Plan (WCP) must be updated every 5 Years to keep in line with TCEQ and the TWDB. Staff has updated this plan to meet aforementioned requirements. The WCP will assist the City in meeting current and future needs of its citizens.

FINANCIAL IMPLICATIONS: No implications.

IMPACT ON COMMUNITY SUSTAINABILITY:

The city needs this plan in place in order facilitate the needs of the citizens and to promote growth in our community.

RECOMMENDATION: Staff recommends adoption of the updated plan.

ATTACHMENTS: 2024 Water Conservation Plan

RESOLUTION NO. R-021224-1

WHEREAS, the City of Port Lavaca, Texas, recognizes that the amount of water available to its citizens and customers is limited; and

WHEREAS, the City desires to conserve water resources; and

WHEREAS, the City desires to comply with section 11.1271 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality which require these plans for all public water supply; and

WHEREAS, pursuant to chapter 54 of the Local Government Code and in the best interests of its citizens, the City is authorized to adopt Resolutions it deems are necessary and expedient to preserve and conserve its water resources;

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

Section 1. The City Council does hereby find and declare that sufficient and timely written notice of place and subject matter of this meeting adoption this Resolution was posted. The City Council further ratifies, approves and confirms such written notice and posting therefore.

Section 2. The City Council adopts the 2024 Water Conservation Plan attached to this resolution. All resolutions that are in conflict with the provisions of this Resolution are hereby repealed.

Section 3. Should any paragraph, sentence, clause, phrase or word of this Resolution be declared unconstitutional or invalid for any reason, the remainder of this Resolution shall not be affected.

Section 4. The City Secretary is hereby authorized and directed to publish this Resolution.

Section 5. The City Manager or Chief Administrative Officer or his designee is hereby directed to file a copy of the plan and this Resolution with the Texas Water Development Board in accordance with Title 31, Chapter 363 of the Texas Administrative Code.

Section 6. This Resolution shall take effect after passage and publication.

Passed and approved by the City Council on this 12th day February, 2024.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary



CITY OF PORT LAVACA
WATER CONSERVATION PLAN

City of Port Lavaca
202 N. Virginia St.
Port Lavaca, Texas 77979
Phone: 361.552.3347
Fax: 361.552.1481

January 29th, 2024

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. Introduction	1
1. Utility Evaluation	1
2. Program Goals	2
3. Coordination with Regional Water Planning Group	2
4. Public Involvement	3
5. Plan Implementation	3
II. Long-Term Water Conservation Plan	4
1. Education and Information	4
2. Conservation Oriented Rate Structures	6
3. Universal Metering	7
4. Leak Detection and Repair Program	8
5. Plumbing Codes	8
6. Recycling and Reuse	9
7. Pressure Reduction	9
8. Targeted Goals for Municipal Water Use Conservation	10
9. Schedule of Program	12
10. Method of Tracking	14
11. Means of Implementation	15
12. Periodic Review and Evaluation	15
13. Contracts with Other Entities	16

<u>Tables</u>	<u>Page</u>
Table 1. City of Port Lavaca Water Rate Structure	7
Table 2. City of Port Lavaca Sewer Rate Structure	7
Table 3. Plumbing Minimum Standards	9
Table 4. Targeted 5- and 10-Year Goals	10

Attachments

Appendix A. Definitions of Utility Profile Terms
Appendix B. Adoption Resolution
Appendix C. Water Conservation Utility Profile (TWDB Form WRD-264)
Appendix D. Water and Sewer Rates (Excerpt from City Fee Schedule Ordinance)
Appendix E. Plumbing Ordinance
Appendix F. Water Conservation Plan 5 and 10 YR Goals for water Savings
Exhibit A. Certificate of Convenience and Necessity and Service Area Map

SECTION I

INTRODUCTION

The City of Port Lavaca is located in Calhoun County, Texas at the intersection of U.S. Highway 87 and state Highway 35. According to the 2010 Census, Port Lavaca had a population of 12,248.

The City of Port Lavaca provides water and sewer to residents within the city limits and also those areas within the city's ETJ.

Exhibit A shows the Certificate of Convenience and Necessity (CCN) and Service Area Map.

The City of Port Lavaca purchases raw water from the Guadalupe Blanco River Authority (GBRA) via a long-term water purchase contract that is transported via the Guadalupe River. Undine Wholesale Supply, LLC, whom the city also has a long-term treatment contract, Treats the purchased raw surface water from the Guadalupe River which is located approximately 17.5 miles south of Port Lavaca. The city delivers this treated water via their distribution system (PWS #0290002) to Port Lavaca's citizens.

The wastewater treatment plant and collection system are owned and operated by the city. The current plant was constructed in 1982 and upgraded in 2004 and is permitted with the TCEQ (TPDES Permit No. WQ0010251001, EPA ID No. TX0047562). The plant has a capacity of 2.0 MGD, a permitted average annual flow of 2.0 MGD, and a peak two-hour flow of 5,319 gpm (8 MGD). The wastewater collection system provides service for approximately 95% of the City's retail water customers.

The city currently has a Drought Contingency Plan adopted September 2019. This document only addresses reduction in water use during emergency conditions. It is not intended to encourage on-going reduction in water use through conservation efforts. To aid the City in its efforts to conserve water and remain in compliance with the Texas Commission on Environmental Quality (TCEQ) requirements for Water Conservation Plans set forth by the amendment of the Texas Administration Code, Title 30, Chapter 288 in January 2008, the City of Port Lavaca finds that a stand-alone document outlining the water conservation efforts, goals, and updated water system data is needed.

The information found herein represents the Water Conservation Plan developed for and implemented by the City of Port Lavaca. This document had been developed, in part, in accordance with the guidelines and direction of the Texas Water Development Board (TWDB) and through consultation with City officials.

1. Utility Evaluation Data

In order to develop a comprehensive and effective water conservation plan, the conditions of the existing water and wastewater systems must be evaluated. The Water Conservation Utility Profile (TWBD Form No. 1965-R) was completed with the most updated information available. This profile is included in Appendix C. This form refers to the Certificate of Convenience and Necessity (CCN) and Service Area Map which is included as Exhibit A to this Plan.

2. Program Goals

The City of Port Lavaca recognizes the importance of developing an effective water conservation plan. Proper planning will help all users in the system conserve water and reduce the City’s contribution to the water needs of Texas today and in future.

The City of Port Lavaca is committed to conservation to avoid waste, save costs, and conserve Texas’s natural resources. The city has already accomplished many goals in its efforts to conserve water. These include installing meters at all City facilities, implementing a plan for meter replacement, and providing information on non-wasteful uses of water and techniques that can be employed to conserve water for all customers. The city has also adopted standard construction details and specifications which require proper embedment of all water lines and provides standards for all services and meters.

To further the City’s progress, Port Lavaca proposes to establish the following goals for its long-term water conservation plan:

- 1) Promote water conservation, non-wasteful uses of water and techniques that can be employed to conserve water through education and information efforts that will be provided on a yearly basis.
- 2) Reduce real and apparent losses (from the metered purchase amounts from Undine Wholesale Supply, LLC to the metered sales) in the system from the current levels of 29 GPCD to 10 GPCD. This water loss percentage should be obtained within the next 10 years.

Achieve Date	Target for Total GPCD	Current Total GPCD	Target for Residential GPCD	Current Residential GPCD	Target for Water Loss GPCD	Current Water Loss GPCD	Target for Water Loss Percentage	Current Water Loss Percentage
Five-year Target Date 2024	107	112	58	57	15	29	14.02 %	25.53 %
Ten-year Target Date 2029	105	112	52	57	10	29	9.52 %	25.53 %

- 3) Maintain water meters and a water meter testing program and expand the Automatic Meter Reading (AMR) System to accurately account for water sold by City.
- 4) Establish and maintain water rate structures that promote conservation of water.

3. Coordination with Regional Water Planning Group

The water service area of the City of Port Lavaca is located within the South-Central Texas Regional Water Planning Group (Region L). The city of Port Lavaca actively participates in the Regional water planning effort and has provided a copy of this Plan to the SCTRWPG to seek comment and insure consistency with the approved regional water plan. A copy of this correspondence is provided in Water Conservation Plan Appendix A.

4. Public Involvement

Opportunity for the public to provide input into the preparation of this Plan by the City of Port Lavaca in form of:

- City Council meeting seeking public comment before adoption of the Plan (see Appendix B for adoption resolution)
- Correspondence with the City's wholesale supplier- the Guadalupe Blanco River Authority (see Appendix A)

In addition, this Plan will be continually available for public review during normal business hours of the City at the City Hall located at 202 N. Virginia St., Port Lavaca, Texas 77979. Any comments received should be considered for inclusion in a revision or amendment to the Water Conservation Plan.

5. Plan Implementation

This Plan and Subsequent Plan elements discussed in this document were adopted by City Resolution of the City of Port Lavaca (see attached Resolution in Appendix B).

Section II

Long-Term Water Conservation Plan

The main goals associated with the long-term water conservation planning for the City of Port Lavaca involve maintaining a non-wasteful water rate structure, reducing unaccounted for water, maintaining city meters through testing and replacement, and providing education and information to all customers. These long-term water conservation goals can only be achieved through adherence to the following plan elements and methods.

1. Education and Information

According to the document titled "Guidelines for Municipal Water Conservation and Emergency Water Demand Management" prepared by the TWDB (November 1991), statistics for municipal water uses in Texas indicate many areas in which water can be conserved or better utilized. Some of the facts about municipal water use include:

- . Seasonal use (primarily for landscaping irrigation) averages 20-30% of the total annual municipal use.
- . Single family homes often use half of the water purchased in the summer months for exterior purposes such as lawn watering car washing.
- . Residential in-home water consumption indicates that 40% is used for toilet flushing, 35% for bathing, 14% for laundry, and 11% for kitchen needs.

As can be seen from these water-use facts, a great potential exists for reducing water consumption if the public is informed about water conservation practices.

Various media outlets exist for effectively communicating water conservation information. Some of these methods include television, radio, and newspaper announcements and advertisements; posters and public displays; exhibits at fairs, contests and school programs;

bill inserts, brochures, pamphlets, and newsletters; and speaker's programs. The vehicle by which information is distributed is dependent on the future approaches taken by City officials in educating the public. At a minimum, the City of Port Lavaca will provide education and information on a yearly basis to all customers presenting non-wasteful uses of water and techniques that can be employed to conserve water through the following vehicles:

1. Annual Education Water Conservation Activity

The City can provide annual water conservation education through media advertisements in local newspaper or other local publication. Publication materials could include selected material from the TWDB giving water conservation strategies for residential, commercial, and industrial customers. Providing city water use data concerning variations in seasonal consumption and yearly/ monthly changes in per capita use can illustrate time periods where water conservation is the most important. Timely publications of these conservation tips during peak seasons can help initiate conservation when per capita consumption is the highest.

2. Water Conservation Literature for Customers

The City can maintain water conservation materials to customers at all times. General water conservation brochures (such as those available through the TWDB) can be mailed to each customer on an annual or biannual basis. New customer packets can also be developed as deemed appropriate and necessary by City officials. The City maintains an up-to-date website containing useful information for residents, and water conservation material can be published online to help reach a wider audience of water users.

The public education program can also include information about techniques and practices that can be employed to conserve water. Specific consideration should be given to the following:

1. Water-Conservation Landscaping (Xeriscape):

Public education on Xeriscape should include landscaping and irrigation procedures which reduce water consumption while lowering water bills. The City can strive to provide an example by applying these procedures to public property whenever and wherever practical.

2. Retrofit Program:

Through the education and information program, plumbers and water consumers can be encouraged to retrofit old fixtures (such as interior plumbing fixtures, lawn watering equipment, and water-using appliances)

with water saving devices. The educational process should focus on the advantages of installing water conservation devices as well as the availability of these items.

2. Conservation-Oriented Water Rate Structures

The City maintains a rate structure as shown in Table 1, and a copy of the utility rate ordinance is found in Appendix D. Such a structure is a step towards maintaining a rate that promotes water conservation.

The flat-rate water structure used by the City applies a base charge by meter size for the first 2,000 gallons of water use and a flat charge for each 1,000 gallons thereafter. Wastewater is billed in a similar manner dependent on water use. This rate structure is more conducive to water conservation than a regressive rate structure since increasing water and sewer use is charged a flat rate instead of a declining rate.

However, the City’s current rate structure is not as water conservation oriented as a progressive rate structure, where increasing water and sewer use is charged at an increasing rate. It remains the responsibility of the future City government to maintain a water conservation-oriented rate structure for their water and wastewater utilities and consider the adoption of progressive rate structures as a further step to advance the City’s goal of reduced water use. Maintaining a water conservation-oriented rate structure and evaluating its effectiveness is an ongoing task.

Table 1
CITY OF PORT LAVACA
UTILITY BILLING RATES AND SERVICE FEES

EFFECTIVE 02/01/2019

<u>SERVICE FEES</u>		<u>BULK WATER</u>	
WATER DEPOSIT	\$ 180.00 OR \$ 280.00	Base Charge 0-2,000 gallons	\$50.00
Service Fee	\$ 30.00	Per 1,000 gallons 2,001-25,000	\$ 88.44
Transfer of Service	\$ 30.00	Per 1,000 gallons Over 25,000	\$ 88.44
Temporary Service	\$ 45.00		
Emergency Cutoff	\$ 30.00		
Tampering fee	\$ 100.00-\$500	Garbage Residential	\$ 17.88

Return Check Fee	\$ 30.00	Additional Container	\$ 17.88
Meter Testing Fee	Cost of Fee		

RESIDENTIAL WATER RATES

	<i>INSIDE CITY</i>	<i>OUTSIDE CITY</i>
Base Charge 0-2,000 gallons	\$24.68	\$ 37.02
Per 1,000 gallons 2,001-5000	\$ 4.78	\$ 10.69
Per 1,000 gallons 5,001-25,000	\$ 5.26	\$ 11.56
Per 1,000 gallons Over 25,000	\$ 5.97	\$ 13.14
GBRA Fee	\$ 11.46	\$ 11.46

SEWER RATES

	<i>INSIDE CITY</i>	<i>OUTSIDE CITY</i>
	\$ 25.27	\$ 37.90
	\$ 5.40	\$ 8.10
	\$ 5.40	\$ 8.10
	\$ 5.40	\$ 8.10

Small Commercial Water Rates

5/8—1 1/2" Meter

	<i>INSIDE CITY</i>	<i>OUTSIDE CITY</i>
Base Charge 0-2,000 gallons	\$ 27.18	\$ 40.77
Per 1,000 gallons 2,001-5000	\$ 4.95	\$ 7.43
Per 1,000 gallons 5,001-25,000	\$ 5.26	\$ 7.89
Per 1,000 gallons Over 25,000	\$ 5.97	\$ 8.95
GBRA Fee	\$ 11.46	\$ 11.46

SEWER RATES

	<i>INSIDE CITY</i>	<i>OUTSIDE CITY</i>
	\$ 27.02	\$ 40.53
	\$ 5.40	\$ 8.10
	\$ 5.40	\$ 8.10
	\$ 5.40	\$ 8.10

Large Commercial Rates

2" ---6" Meter

	<i>INSIDE CITY</i>	<i>OUTSIDE CITY</i>
Base Charge 0-2,000 gallons	\$ 44.68	\$ 67.02
Per 1,000 gallons 2,001-5000	\$ 4.95	\$ 7.43
Per 1,000 gallons 5,001-25,000	\$ 5.26	\$ 7.89
Per 1,000 gallons Over 25,000	\$ 5.97	\$ 8.95
GBRA Fee	\$ 11.46	\$ 11.46

SEWER RATES

	<i>INSIDE CITY</i>	<i>OUTSIDE CITY</i>
	\$ 27.02	\$ 40.53
	\$ 5.40	\$ 8.10
	\$ 5.40	\$ 8.10
	\$ 5.40	\$ 8.10

Extra strength Surcharge

Over 250 ppm BOD or TSS

Customer Request Test

Maintenance fee

Suspended Ordinance

Sewer Charges/Fees

\$ 75.00

\$ 80.00 Additional PSS

\$ 15.00 Per Month

Low pressure sewer systems (LPSS)

1. The minimum monthly charge for each residential customer with LPSS within the city limits shall be \$15.00 for the first 2,000 gallons or a fraction thereof plus \$5.18 per thousand gallons of water used in excess of 2,000 gallons.
2. There will be a \$15.00 monthly maintenance fee to all LPSS customers.
3. For residential customers located outside the city limits the rates for discharging normal wastewater into the sanitary sewer system shall be 1 1/2 times the rate for customers inside the city limits.

3. Universal Metering and Meter Repair and Replacement

Apparent loss is water that is supplied to the system but not metered. An example of un-metered water is flushing water distribution mains. Real loss also involves any losses to the system through faulty meter readings of distribution line leaks. These losses to the system should be calculated and reported on an annual basis. To meet this objective, the following concepts should be included in a water loss audit program:

1. Universal Metering of Customer Uses

It is essential that all customers and water users be metered. In addition to installing new meters on previously unmetered connections, the City has completed a meter replacement program whereby old and faulty meters have been replaced with new ones and connected to an automatic meter reading system. This generally improves the accuracy of the meter system, therefore reducing the potential for water loss.

2. Periodic Meter Testing and Repair

In order to maintain accurate data on the water system and to ensure problems are detected on a consistent and methodical basis, all meters owned by the City should be tested per following schedule:

- Master Meters- test annually
- Customer Meters (larger than 1 ½")- test every 5 years
- Customers Meters (smaller than 1 ½") – test sample group of Meters of similar age every 10 years

To avoid testing every customer meter in one year, stagger testing should be utilized to ensure that an equal number of meters are tested each year. Monthly meter readings should also be checked versus previous readings to determine if there is a dramatic change in water use. A large variation could indicate that the meter is not operating properly and should be investigated further.

4. Leak Detection and Repair Programs

A leak detection, location, and repair program are an important part of reducing water losses in the system. It is planned to expand the leak detection program over the next 5 years. Currently, leak detection resides within the meters and is transmitted to the billing department. Such a program will tend to finance itself through savings in water purchased by the City.

A monthly accounting of the amount of water purchased from Undine Wholesale Supply, LLC versus the water metered to the consumers should be maintained and updated on a continual basis. Water loss can be monitored by examining these records and reduced as sources are located and eliminated. These sources could include defective hydrants, abandoned services, un-metered water used for firefighting or other municipal uses, inaccurate meters, illegal hookups, unauthorized use of fire hydrants, and leaks in mains and services.

5. Plumbing Codes

According to the TWDB, “the single most effective method of conserving water inside the home is to replace older, inefficient plumbing fixtures with modern, efficient fixtures”. A strong plumbing ordinance is, therefore, essential in meeting water conservation goals. The City of Port Lavaca has adopted the 2021 International Plumbing Code via City ordinance. A copy of this ordinance is located in Appendix E. Enforcement of this ordinance is vital to achieving the City’s water conservation goals. Additionally, future plumbing code modifications must include the most current Texas Legislature regulations and additional standards as appropriate.

Table 3. Plumbing Minimum Standards

Fixture	Standard
Shower heads	No more than 2.75 gpm at 80 psi
Lavatory & Sinks Faucets and Aerators	No more than 2.2 gpm at 60 psi
Wall-mounted, Flushometer Toilets	No more than 2.0 gallons per flush
All other Toilets	No more than 1.6 gallons per flush
Urinals	No more than 1.0 gallons per flush
Drinking Water Fountains	Must be self-closing
Additional Requirements	
All Hot Water Lines	Must be insulated
New Swimming Pools	Must have recirculating filtration equipment

6. Recycling and Re-use

Recycling or re-use of waters is currently not practiced in Port Lavaca. The effluent from the wastewater treatment plant is available for reuse by an authorized entity. Although it is possible to use the treated effluent for irrigation or cleaning at the WWTP, the City of Port Lavaca does not practice this currently. The City will evaluate and consider possible implementation of a reuse program to help achieve the water conservation goals outlined in this plan.

7. Pressure Reduction

Excessive pressures in water distribution systems and customer connections are directly related to the mechanical wear experienced on plumbing fixtures and the quantities of water lost through system leaks. With lower pressures in a system, line and valve breaks occur less frequently and less water is lost when breaks do occur. It is essential that an updated water distribution system model be maintained to examine impacts of new lines to the existing variations in pressures. At such time that pressures exceed 80 psi in certain portions of the City, installation of pressure reducing valves (PRV) will be warranted to reduce the potential for increases in unaccounted-for water through system leaks. Furthermore, the City is currently conducting improvements to help alleviate pressure differentials found within the distribution system.

8. Targeted Goals for Municipal Water Use Conservation

In order to advance water conservation efforts, the City has established 5-year and 10-year target goals for reduction in municipal use including a schedule for implementing the Plan to achieve the targeted reductions and a method of tracking its implementation and effectiveness.

The TWDB provided a tool for use in estimating the targeted goals for municipal water use conservation. The Water Conservation Utility Profile (TWDB Form No. 1965-R) was completed with updated information from the original plan. This form refers to the Certificate of Convenience and Necessity (CCN) and Service Area Map which is included as Exhibit A to this Water Conservation Plan. The City of Port Lavaca had made great strides in accomplishing water use reduction before the statement of the following targeted goals, and the TWDB estimate for water savings have been adjusted to reflect local conditions. The estimated water savings from the previously described long term goals are as follows:

1. Education and information will be provided on a yearly basis to all customers presenting non-wasteful uses of water and techniques that can be employed to conserve water. Based on the TWDB “most likely” scenario, a 2% savings in the average annual per capita use can be realized through education programs and 5% for the “advanced” scenario. The “most likely” scenario equates to 2.2 gallons per capita per day (gpcpd) reduction (5-year average annual gpcpd of 110 multiplied by 2.0%) and the advanced scenario equates to 5.5 gallons per capita per day (gpcpd) reduction (5-year average annual gpcpd of 110 multiplied by 5%).

2. As part of education measures, customers will be encouraged to retrofit old plumbing fixtures with water-conserving units. The TWDB has set a “most-likely” goal of 20.5 gpcpd and an “advanced” goal of 21.7 gpcpd by replacing old plumbing fixtures. The City of Port Lavaca has already realized some savings from the retrofit and new installation of water-conserving plumbing fixtures. Substantial new development in the City utilizes water efficient plumbing fixtures required by the City’s building code. These existing local conditions allow for an estimated savings of 4.5 gpcpd for an “advanced” goal.

3. Education will also help in reduction of summer usage. Seasonal water uses from June to August have represented approximately 30% of the total annual production over the last 5 years. This seasonal peak can be offset with an increasing water charge as the usage rises and increased public awareness of water-conserving activities. The seasonal per capita usage contributes 15.5 gpcpd (5-year average per capita use of 110 multiplied by 14%). With consideration for existing local conditions, the “most likely” conservation scenario can achieve a 3% reduction in this use and the “advanced” can achieve a 10% reduction. The resulting gpcpd seasonal use reduction provides approximately 1.55 gpcpd in water savings (15.5 multiplied by 10%) for the “advanced” scenario.

4. Unaccounted for water from water production to the consumers on the system should be reduced from the previous 5-year average of 34% (average calculated from water losses for 2019 through 2024). This loss should be reduced to no more than 10%. The associated potential savings by reducing unaccounted for water loss is 5.5 gpcpd (110 gpcpd multiplied by difference between 16% and 12%) for the “advanced” scenario and 50% of the potential savings (2.2gpcpd) for the “most likely” scenario. This goal will require on-going metering and operational adjustments as well as continual repair of old lines and meters in the distribution system. The result will be a decrease in per capita water consumption thus reducing water demands on the system.

These goals provide a total potential for reducing water usage in the most likely scenario by 2.2 gpcpd. This would reduce the average year annual per capita use from 110 to 108 gpcpd. The City intends to meet one-half of this goal within 5 years of plan adoption (2029) and the second-half of this goal within 10 years of plan adoption (2034). The table in Appendix F summarizes the targeted goals.

It is important to note that the 2006 Region L Water Plan adopted by the South-Central Texas Regional Water Planning Group and accepted by the TWDB estimated the per Capita use for Port Lavaca in 2020 to be 117 gpcpd.

These stated targeted 5- and 10-year goals do not account for possible future changes in the makeup of the City's water users. For example, additionally heavy water users are expected to be added to the system, including new educational facilities and regional parks currently under construction. Changes to the makeup and usage patterns of the City's water users will affect the per capita water usage, but the water conservation strategies outlined in this Plan will still apply to all the city's water users, and the City will make every effort to accommodate new heavy water users while maintaining its goals for water use reduction.

It is also important that updates to the Region L Water Plan be coordinated with the City so that water use demand and projections accurately reflect the trends in Port Lavaca's water use. The City believes that historical production volumes from years as far back as a decade provide a better representation of the City's historical water use, and this data coupled with current and future water use trends would provide greater accuracy for modeling future water use projections.

9. Schedule of Program

In order to maintain a schedule for its program, the city must consider a wide variety of tasks in order to successfully meet the goals of its Plan. The City has made significant progress on many conservation efforts before the adoption of this Plan. Programs to inform the public about water conservation exists, new water conservation-oriented rates have been adopted, and most meters have been replaced. However, many of these programs have ongoing steps that that will need to be performed consistently in order to maintain effectiveness. The following is a schedule of tasks for the City's Water Conservation Plan.

1. The City of Port Lavaca should complete a Public Information Plan encompassing all aspects of information and education programs already mentioned within 6 months of adopting the 2024 Water Conservation Plan. In the second year after the Public Information Plan is complete, the City of Port Lavaca should revise the Public Information Plan and conduct a survey of its customers to measure the effectiveness of its plan. For each subsequent year, a revision of the Public Information Plan should be completed. Every other year after the first survey has been completed; the City should survey its customers or determine some method to measure the effectiveness of its information campaign.
2. Once a year, the City of Port Lavaca should review consumption patterns and its income and expense levels and evaluate whether or not the current water rates are effective and appropriate. Adjustments should be made as needed, and consideration should be given to the adoption of a progressive water and sewer rate structure.
3. The City of Port Lavaca should provide information regarding the water rate structure to each of its customers once a year. Also, every five years, or when

the billing software is changed, the City of Port Lavaca should provide customers with historical water use for the previous 12 months.

4. Meters will be tested according to Periodic Meter Testing and Repair on page 11 of this plan.
5. A leak detection and repair program will be maintained as mentioned previously. Accounting data of the water purchased from GBRA versus the measured consumption from the City water meters should be maintained on a continual basis. These records can be monitored to determine water loss and unaccounted-for water. In addition, the City should also consider implementing surveys of the water system once a year to find possible leaks in the system.
6. Replacement of old and leaking water lines should be completed as soon as practical when a leak is identified. Even when leaks are not apparent, a schedule for replacement of old water lines should be maintained and updated as needed.
7. The City should consider adopting provisions to require the installation of pressure reducing valves for areas with pressure greater than 80 psi. A water distribution system model should be updated on a periodic basis and can be used to determine information about the City's water system and where pressure problems can be alleviated.

10. Method of Tracking

In order to track the progress, the City should collect information about its programs and conduct surveys of the population to evaluate the effectiveness of the program. For literature pieces, the number of such pieces and topics covered should be documented. The number of news programs or advertisements should be documented and the total population of the service area should be conducted and recorded to evaluate the effectiveness of the program.

1. For information programs, the City should collect information about its programs and conduct surveys of the population to evaluate the effectiveness of the program. For literature pieces, the number of such pieces and topics covered should be documented. The number of news programs or advertisements should be documented and the total population of the service area should be tracked. After this information is collected, surveys should be conducted and recorded to evaluate the effectiveness of the program.

2. The billing structure should be evaluated annually. Several pieces of information are necessary to evaluate this structure effectively. A copy of the rate ordinance should be documented. Billing and customer records should be kept and water consumption by each customer class at the beginning and end of the reporting period should be recorded.

3. In order to evaluate the meter installation program, guidelines of meter installation based upon customer usage should be written and available, a meter repair and replacement policy should be documented, and meter number, size, make, and model should be recorded for each meter repair and replacement.

4. To track the progress of the City's Leak Detection and Repair Program, the City should maintain a water distribution model, records of water consumption of its customers, and accounting information of water bought from GBRA. This information will also be helpful in evaluating the City's Pressure Reduction Program.

5. The effectiveness of the City's Water Conservation Plan can be Measured by tracking information similar to that found in the Utility Profile in Attachment C.

The Water Conservation Implementation Report, found in Appendix F, should be completed periodically to gauge the effectiveness of the City's water conservation efforts. Accounting data of water purchased from GBRA and records of water consumption by the City's customers can be performed annually to measure progress toward the 5- and 10-year goals in water usage reduction. If no progress is apparent, the City may want to consider alternative water conservation programs.

11. Means of Implementation and Enforcement

The City Manager of Port Lavaca or his/her duly appointed representative will act as the Administrator of the Water Conservation Plan. The Administrator will oversee the execution and implementation of all elements of the plan and be responsible to oversee the keeping of adequate records for program verification.

As a means of implementing and enforcing this plan, all plan elements discussed in this document were adopted by the City Resolution of the City of Port Lavaca (see attached Resolution and Appendix B).

12. Periodic Reviews and Evaluations

The TCEQ requires (under 30 TAC 288.30) that the Water Conservation Implementation Report located in Appendix F be completed every 5 years and whenever this Plan is updated or amended.

When under financial obligation to the TWDB, the City is required (under 31 TAC 363.71) to submit an annual report describing the implementation, status, and quantitative effectiveness of the water conservation program. This annual report can be completed in the form of the Water Conservation Report, which is found in Appendix F, and is due within 60 days after the anniversary date of the loan closing for each year the City is under financial obligation to the TWDB. The Administration will undertake the task of completing this annual report.

13. Contracts with Other Entities

The adoption of this plan does not affect the water contracts with GBRA or the City's wholesale customers. The City will require, through contractual agreements, that any political subdivision or utility contracting with the City in the future for treated water adopt a water conservation plan acceptable to the TWDB and TCEQ.

Appendix A

Definitions of Utility Profile Terms

1. **Residential – Single Family** should include water sold to single family and duplexes. **Residential – Multi-Family** should include water sold to this class of customers only. **Commercial/Institutional** sales should include water sold to retail businesses, offices, hospitals, etc. **Industrial** sales should include water sold to manufacturing and other heavy industry. **Wholesale** sales should include water sold to another utility for resale to the public. **Other** water sales should be noted as necessary.
2. **Total use in gallons per capita per day** is defined as total average daily amount of water treated or raw water provided for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculation gallons per capita per day for targets and goals developed for the water conservation plan. Total water use is calculated by subtracting the wholesale sales from the total treated or raw water.
3. **Residential use in gallons per capita per day** is calculated by dividing the total single family plus multi-family residential water sales by the population served and then dividing by 365.
4. **Seasonal water use** is the difference between winter daily per capita use and summer daily per capita use. To calculate the **winter daily per capita use**, add the monthly diversions for December, January, and February, and divide by 90. Then divide this figure by the population. To calculate the **summer daily per capita use**, use the months of June, July, and August.
5. **Water Loss** is the difference between water a utility purchases or produces and the amount of water that it can account for in sales and other use, metered and unmetered, such as firefighting, line flushing, and water for public buildings and water treatment plants. Water loss can result from:
 1. Inaccurate or incomplete record keeping;
 2. Meter error;
 3. Leaks; and
 4. Water theft and unauthorized use.
6. The **peak-day to average-day ratio** is calculated by dividing the maximum daily pumpage by the average daily pumpage. Average daily pumpage is the total pumpage for the year divided by 365.

**Appendix B
Adoption Resolution**



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

City Manager
Ext. 222

City Secretary
Ext. 230

Code Enforcement
Ext. 229

Finance
Ext. 234

Inspections/Permits
Ext. 229

Municipal Court
Ext. 226

Personnel
Ext. 224

Utility Billing
Ext. 238

Animal Control
361-552-5726

Bauer Center
361-552-1234

Fire Station
361-552-3241

Public Works Director
361-552-3347

Parks & Recreation
361-552-8731

Police
361-552-3788

Streets
361-552-3347

Utilities Operation
361-552-3347

January 29th, 2024

South Central Texas Regional Water Planning Group
c/o San Antonio River Authority
100 East Guenther St.
San Antonio, Texas 78204

Re: City of Port Lavaca 2024 Water Conservation Plan

The City of Port Lavaca is seeking to adopt the 2024 Water Conservation Plan. As the city's water planning group, a copy of this plan is hereby submitted for review.

If additional information is needed or if there are any questions, please feel free to call (361) 552-3347.

Regards,

William W. Shaffer
Director of Public Works

Appendix C
Water Conservation Utility Profile
(TWDB Form WRD-264)



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: CITY OF PORT LAVACA

Public Water Supply Identification Number (PWS ID): TX0290002

Certificate of Convenience and Necessity (CCN) Number: 10723

Surface Water Right ID Number:

Wastewater ID Number: 20298

Contact: First Name: William Last Name: Shaffer

Title: Director of Public Works

Address: 628 West George St. City: Port Lavaca State: TX

Zip Code: 77979 Zip+4: Email: wshaffer@portlavaca.org

Telephone Number: 3615523347 Date: 1/17/2024

Is this person the designated Conservation Coordinator? Yes No

Regional Water Planning Group: L

Groundwater Conservation District:

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 14



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	12,086	0	12,086
2022	12,086	0	12,086
2021	12,086	0	12,086
2020	12,433	0	12,433
2019	12,433	0	12,433

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	11,962	0	11,962
2040	11,840	0	11,840
2050	11,719	0	11,719
2060	11,600	0	11,600
2070	11,482	0	11,482

4. Described source(s)/method(s) for estimating current and projected populations.

Based upon US census and Texas State demographers office records.



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.
 Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	0	494,480,166	0	494,480,166	112
2022	0	522,019,388	0	522,019,388	118
2021	0	471,552,041	0	471,552,041	107
2020	0	501,614,286	0	501,614,286	111
2019	0	465,488,412	0	465,488,412	103
Historic Average	0	491,030,859	0	491,030,859	110

C. Water Supply System

- 1. Designed daily capacity of system in gallons
- 2. Storage Capacity
 - 2a. Elevated storage in gallons:
 - 2b. Ground storage in gallons:



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	11,962	468,272,717
2026	11,940	443,454,263
2027	11,900	419,951,187
2028	11,880	397,693,774
2029	11,860	376,616,004
2030	11,840	356,655,356
2031	11,820	337,758,622
2032	11,800	319,851,733
2033	11,780	302,899,591
2034	11,760	286,845,913

2. Description of source data and how projected water demands were determined.

Data comes from the historical usage and the population decline projected by the US Census Bureau. Usage is based upon a 5.3 percent drop in water usage historically. However, these numbers may be inaccurate based upon the growth we are seeing.

E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
City of Port Lavaca	Industrial	13,000,000	Treated
CCISD	Institutional	4,236,000	Treated
Viva Properties	Residential	4,212,000	Treated
Sea Breeze Village	Residential	3,972,000	Treated
Calhoun county detention center	Institutional	3,852,000	Treated

2. The annual water use for the five highest volume **WHOLESALE** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
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UTILITY PROFILE FOR RETAIL WATER SUPPLIER

F. Utility Data Comment Section

Additional comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	4,842	76.26 %
Residential - Multi-Family	950	14.96 %
Industrial	3	0.05 %
Commercial	447	7.04 %
Institutional	107	1.69 %
Agricultural	0	0.00 %
Total	6,349	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

Year	Net Number of New Retail Connections						Total
	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	
2023	43	0	0	1	0	0	44
2022	165	0	0	0	0	0	165
2021	40	0	0	0	0	0	40
2020	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	209,072,000	44,184,000	2,750,000	69,473,000	40,833,000	0	366,312,000
2022	117,714,000	44,376,000	2,154,000	62,149,000	38,367,000	0	264,760,000
2021	125,295,000	42,756,000	2,064,000	67,779,000	32,399,000	0	270,293,000
2020	165,156,000	44,922,000	73,000	60,683,000	28,071,000	0	298,905,000
2019	230,554,000	49,517,000	3,817,000	80,158,000	37,111,000	0	401,157,000

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	57
2022	37
2021	38
2020	46
2019	62
Historic Average	48



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	28,487,000	38,094,000	35,015,000	33,692,000	32,288,000
February	22,089,000	37,355,000	38,091,000	32,417,000	30,326,035
March	23,862,000	33,991,000	37,273,000	36,940,000	33,286,000
April	21,063,000	36,154,000	36,095,000	40,712,000	34,296,000
May	45,103,896	44,373,000	36,814,000	43,012,000	38,686,000
June	54,601,975	49,717,000	38,857,000	45,545,000	39,581,400
July	58,892,288	56,182,000	53,764,000	49,950,000	44,669,000
August	64,486,224	47,658,000	42,119,000	47,443,000	47,247,000
September	57,249,804	40,842,000	40,354,000	39,397,000	42,548,000
October	46,172,569	44,638,000	32,618,000	49,413,000	49,931,000
November	43,922,912	40,206,000	35,519,000	38,807,000	40,196,000
December	18,659,895	42,389,000	35,530,000	34,254,000	37,503,000
Total	484,590,563	511,599,000	462,049,000	491,582,000	470,557,435



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Total	0	0	0	0	0

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	177,980,487	484,590,563
2022	153,557,000	511,599,000
2021	134,740,000	462,049,000
2020	142,938,000	491,582,000
2019	131,497,400	470,557,435
Average in Gallons	148,142,577.40	484,075,599.60



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	126,252,386	29	25.00 %
2022	254,764,388	58	48.00 %
2021	199,982,683	45	42.00 %
2020	196,054,107	43	39.00 %
2019	58,162,807	13	12.50 %
Average	167,043,274	38	33.30 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	1,327,645	1934570	1.4571
2022	1,401,641	1669097	1.1908
2021	1,265,887	1464565	1.1569
2020	1,346,800	1553673	1.1536
2019	1,289,198	1429319	1.1087

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	169,558,200	76.26 %	52.94 %
Residential - Multi-Family	45,151,000	14.96 %	14.10 %
Industrial	2,171,600	0.05 %	0.68 %
Commercial	68,048,400	7.04 %	21.25 %
Institutional	35,356,200	1.69 %	11.04 %
Agricultural	0	0.00 %	0.00 %



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 2,000,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	0	5,792	5,792	91.23 %
Industrial	0	3	3	0.05 %
Commercial	0	447	447	7.04 %
Institutional	0	107	107	1.69 %
Agricultural	0	0	0	0.00 %
Total	0	6,349	6,349	100.00 %

3. Percentage of water serviced by the wastewater system: 100.00 %



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	41,640,000	44,700,000	51,010,000	37,660,000	35,760,000
February	34,910,000	40,440,000	35,920,000	35,040,000	32,400,000
March	38,610,000	43,370,000	47,910,000	48,320,000	27,630,000
April	48,850,000	39,810,000	44,640,000	48,300,000	29,700,000
May	56,670,000	46,960,000	72,100,000	56,280,000	36,340,000
June	38,940,000	50,990,000	70,200,000	74,720,000	37,460,000
July	43,250,000	48,250,000	71,410,000	72,810,000	33,730,000
August	39,660,000	51,860,000	55,670,000	75,430,000	33,750,000
September	38,470,000	47,470,000	55,590,000	66,930,000	33,180,000
October	42,670,000	61,880,000	58,420,000	59,520,000	34,130,000
November	40,190,000	65,070,000	46,230,000	54,860,000	29,920,000
December	36,620,000	50,660,000	48,380,000	55,470,000	28,900,000
Total	500,480,000	591,460,000	657,480,000	685,340,000	392,900,000

5. Could treated wastewater be substituted for potable water?

- Yes No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	
Discharge to surface water	500,480,000
Evaporation Pond	0
Other	
Total	500,480,000



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

Appendix D

Section Number	Subject	Fee Amount
<i>Cross-Connection Program (Backflow Prevention)</i>		
50-19	<i>Enforcement Penalty</i>	
	*A violation of this section is a misdemeanor and, upon conviction, any person who violates this section shall be punished by a fine up to \$500.00.	*
<i>Water service deposits</i>		
	<i>Type of Deposit:</i>	
50-49(a)	Residential	\$180.00—\$280.00
50-49(b)	Commercial	Up to 60-day average bill
50-50(2)	Fire hydrant	\$1,500.00
50-64	Contractor's deposit	\$50.00
<i>Water tap and meter installation fees</i>		
50-52(a), 42-105	<i>Water tap/meter set fees:</i>	
	¾-inch water tap	\$840.00
	¾-inch meter set fee	\$370.00
	1-inch water tap	\$940.00
	1-inch meter set fee	\$540.00
	2-inch or greater tap	Based on current materials and labor
50-52(b)	Inspection fee	
<i>Water table</i>		
50-67	<i>Water user rates:</i>	
50-67	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$24.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$11.46 per month
	2,001—5,000 gallons	\$4.78 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Small Commercial:</i>	

	Base charge 0—2,000 gallons 5/8—1½-inch meter	\$27.18 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$11.46 per month
	2,001—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Large commercial:</i>	
	Base charge 2—6-inch water meter	\$44.68 per month
	Guadalupe-Blanco River Authority (GBRA) fee	\$9.42 per month
	0—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Outside city limits:</i>	
	For residential and commercial customers located outside the city limits, the charge for water shall be 1½ times the rate charged to customers inside the city limits	
	Bulk Water: (Metered Water)	
	Base charge 0—2,000 gallons	\$50.00
	2,001—25,000 gallons	2 times large commercial rate
	Over 25,000 gallons	2 times large commercial rate
<i>Sewer table</i>		
50-111 (a)(1), 42-105	<i>Sewer tap fees:</i>	
	4" or 6" Sewer Tap Fee < 8 feet in length	\$780.00
	4" or 6" Sewer Tap Fee > 8 feet in length	\$1,350.00
	8-inch or greater	Based on current materials and labor
	Pavement break will be charged at \$35.00 per linear foot	
	Street bore will be charged based on current contractor fees	

50-111(b)	Inspection fee	\$25.00 per tap
50-120(a)	Annual industrial wastewater permit	\$2.00
50-122	<i>Residential wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$25.27 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
50-122	<i>Residential wastewater user rate for customer outside city limits:</i>	1½ times rate for customers inside city limits
50-123	<i>Commercial and industrial wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$27.02 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
	<i>Commercial wastewater user rate for customers outside city limits:</i>	1½ times user rate for customers inside city limits
50-124	<i>Extra strength surcharge: Suspended</i>	
	Over 250 ppm BOD or TSS	\$75.00 per week, per test
	Additional tests at customer request	\$80.00 per test
	Industrial wastewater discharge over 250 ppm BOD or TSS	Based on formula

Appendix E

In order to establish uniform rules, regulations and provisions for the placement, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings, signs and structures, there is hereby adopted by the city the following building trade codes:

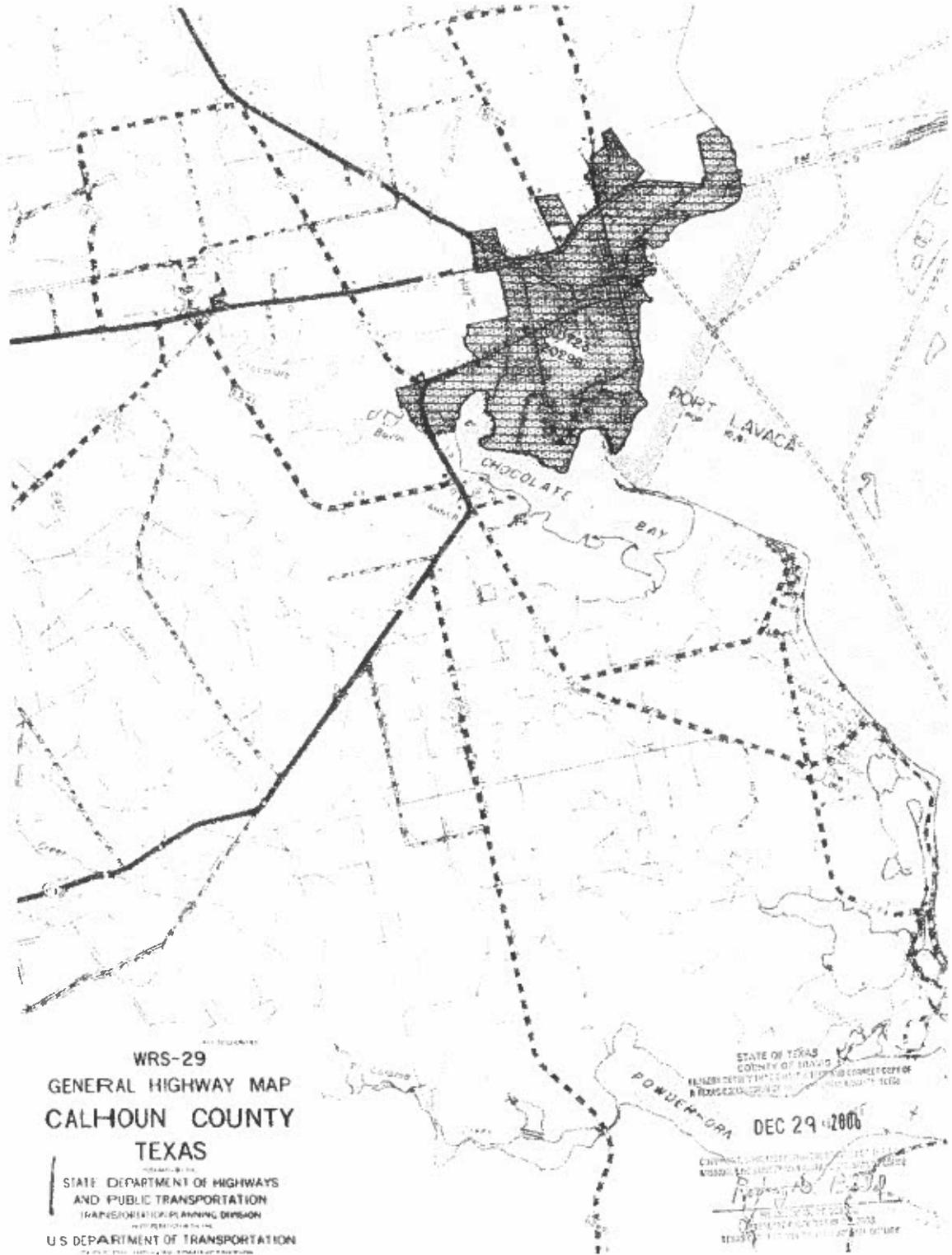
- (1) 2021 International Building Code, as amended with appendixes.
- (2) 2021 International Residential Code, as amended with appendixes.
- (3) 2021 International Mechanical Code, as amended with appendixes.
- (4) 2021 International Plumbing Code, as amended with appendixes.
- (5) 2021 International Fuel Gas Code, as amended with appendixes.
- (6) 2021 International Energy Conservation Code, as amended with appendixes.
- (7) 2021 International Fire Code, as amended with appendixes.
- (8) 2021 International Code Council Performance Code, as amended with appendixes.
- (9) 2021 International Property Maintenance Code, as amended with appendixes.
- (10) 2020 National Electrical Code, as amended.

(Ord. No. G-7-06, § 2, 9-11-2006; Ord. No. G-4-13, § 1, 9-9-2013; Ord. No. G-2-16, § 1, 4-11-2016; Ord. No. G-8-16, § 1, 9-12-2016; Ord. No. G-2-21, § 1, 4-12-2021; Ord. No. G-6-23, § 1(Exh. A), 8-14-2023)

Appendix F

Achieve Date	Target for Total GPCD	Current Total GPCD	Target for Residential GPCD	Current Residential GPCD	Target for Water Loss GPCD	Current Water Loss GPCD	Target for Water Loss Percentage	Current Water Loss Percentage
Five-year Target Date 2024	107	112	56	57	15	29	14.02 %	25.53 %
Ten-year Target Date 2029	105	112	52	57	10	29	9.52 %	25.53 %

Exhibit A
Service Area Map

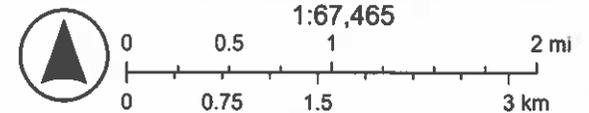


ArcGIS Web Map



1/25/2024, 4:54:29 PM

-  Water CCN Service Areas
-  Sewer CCN Service Areas



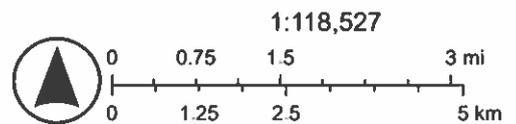
Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA,

ArcGIS Web Map



1/29/2024, 10:16:57 AM

 Sewer CCN Service Areas



Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

COMMUNICATION

SUBJECT: Consider Resolution No. R-021224-2 in support of the proposed Cottages on Independence, TDHCA#24228, an affordable rental housing development by Cottages on Independence, LP, to be located on Property ID No. 94457 near the intersection of Independence Drive and Sandcrab Blvd in the City of Port Lavaca. Presenter is Jody Weaver

INFORMATION:

RESOLUTION NO. R-021224-2

WHEREAS, Cottages on Independence, LP has proposed a development for affordable rental housing near the intersection of Independence Dr. and Sandcrab Blvd., Port Lavaca, TX 77979 named Cottages on Independence in the City of Port Lavaca; and

WHEREAS, Cottages on Independence, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for Cottages on Independence;

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

THAT, the City of Port Lavaca, acting through its governing body, hereby confirms that it supports the proposed Cottages on Independence, TDHCA# 24228, located on CCAD Property ID #94457, near the intersection of Independence Dr. and Sandcrab Blvd., Port Lavaca, TX 77979 and that this formal action has been taken to put on record the opinion expressed by the City of Port Lavaca, and

FURTHER RESOLVED, that as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Port Lavaca has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and

FURTHER RESOLVED, that the City of Port Lavaca hereby supports the proposed Cottages on Independence, and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED, that the City of Port Lavaca, acting through its governing body, hereby approves a commitment to Cottages on Independence of permanent funding assistance in an amount of \$250 which, in the City's discretion, may be in the form of a grant, reduced fees, or gap funding, and

FURTHER RESOLVED, that notwithstanding anything herein to the contrary, the funding commitment by the City of Port Lavaca set forth in this Resolution shall be contingent on: (i) the Applicant securing low income housing tax credits from TDHCA in the amount sufficient to construct Cottages on Independence and (ii) development approvals by the City of Port Lavaca in connection with the construction of Cottages on Independence, and

FURTHER RESOLVED that for and on behalf of the Governing Body, the Mayor of the City of Port Lavaca, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

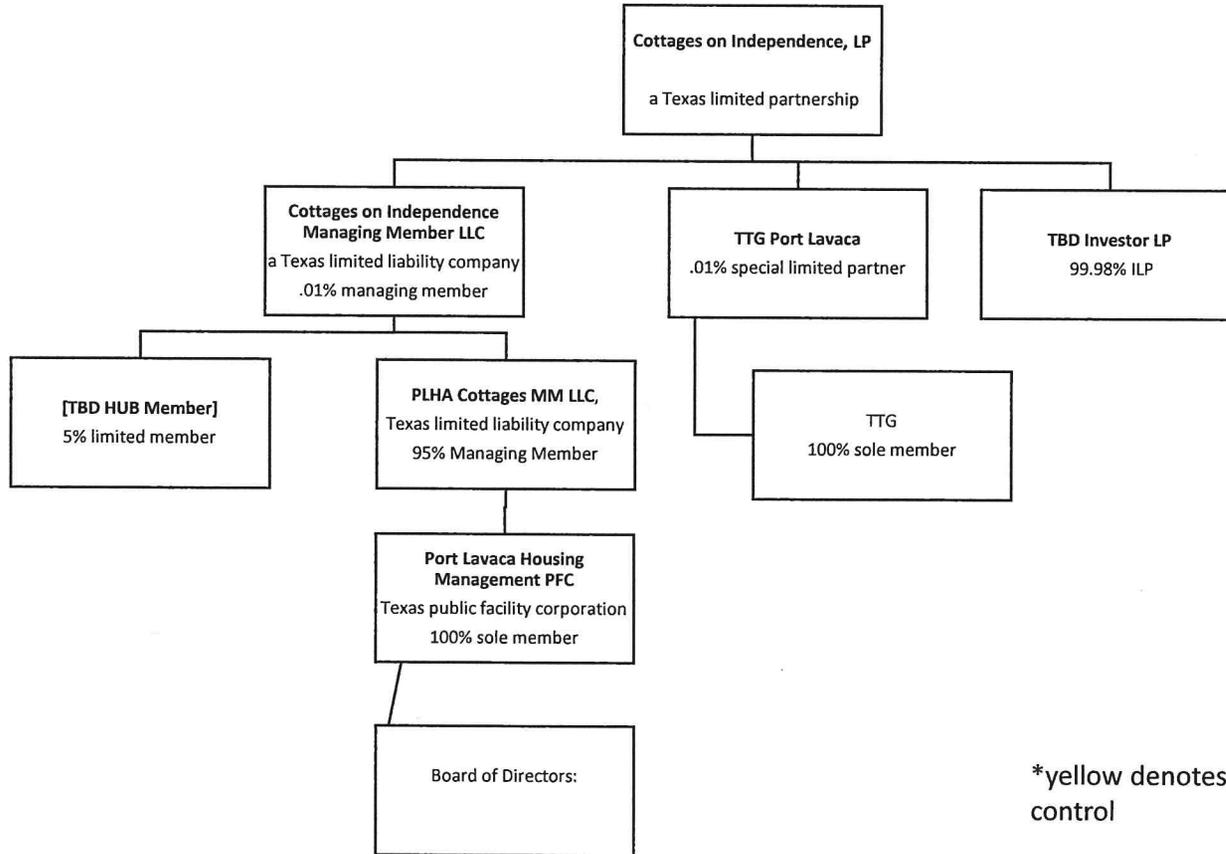
PASSED AND APPROVED on this 12th day of February 2024.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

Cottages on Independence Org Chart 2-7-2024

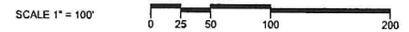


*yellow denotes ability to exercise control



PROJECT INFORMATION	17 APARTMENT BUILDINGS & 1 COMMUNITY BUILDING		LEGEND	
	67 TOTAL UNITS 135 TOTAL PARKING SPACES	UNIT MIX: (16) 1 BED @ 900 SQ FT = 24% (27) 2 BEDS @ 1100 SQ FT = 40% (18) 3 BEDS @ 1300 SQ FT = 27% (06) 4 BEDS @ 1500 SQ FT = 9%	DASHED LINE SHOWS 1/2 MILE WALKING PATH COMMUNITY BLDG. APPROX. 2000 SF	ONE-STORY DWELLING UNIT TWO-STORY DWELLING UNIT

LDA ARCHITECTS TRANSFORMATION GROUP
SITE PLAN OPTION 2
PORT LAVACA



COMMUNICATION

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

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant
From: Chief Colin Rangnow
Date: January 29, 2024
Subject: Agenda Item

The Port Lavaca Police Department submits an annual racial profiling report to the City of Port Lavaca City Council. The Port Lavaca Police Department is required by statute to submit an annual report to Council and TCOLE.

A handwritten signature in black ink, appearing to be "C. Rangnow", written in a cursive style.

Chief Colin Rangnow
Port Lavaca Police Department

Racial Profiling Report | Full

Agency Name: PORT LAVACA POLICE DEPARTMENT
 Reporting Date: 01/31/2024
 TCOLE Agency Number: 057202

Chief Administrator: COLIN RANGNOW

Agency Contact Information:
 Phone: (361) 552-3788
 Email: crangnow@portlavaca.org

Mailing Address:
 201 N COLORADO ST
 PORT LAVACA, TX 77979-3403

This Agency filed a full report

PORT LAVACA POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PORT LAVACA POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PORT LAVACA POLICE DEPARTMENT if the individual believes that a peace officer employed by the PORT LAVACA POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PORT LAVACA POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the PORT LAVACA POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PORT LAVACA POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: JAMES W. BURRIS
Sergeant

Date: 01/31/2024

Total stops: 1840

Street address or approximate location of the stop

City street	1628
US highway	5
County road	195
State highway	6
Private property or other	6

Was race or ethnicity known prior to stop?

Yes	3
No	1837

Race / Ethnicity

Alaska Native / American Indian	3
Asian / Pacific Islander	40
Black	72
White	422
Hispanic / Latino	1303

Gender

Female	730
Alaska Native / American Indian	1
Asian / Pacific Islander	14
Black	21
White	553
Hispanic / Latino	141
Male	1110
Alaska Native / American Indian	2
Asian / Pacific Islander	26
Black	51
White	750
Hispanic / Latino	281

Reason for stop?

Violation of law	37
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	22

Hispanic / Latino	10
Preexisting knowledge	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	8
Hispanic / Latino	1
Moving traffic violation	1376
Alaska Native / American Indian	3
Asian / Pacific Islander	29
Black	40
White	999
Hispanic / Latino	305
Vehicle traffic violation	417
Alaska Native / American Indian	0
Asian / Pacific Islander	11
Black	26
White	274
Hispanic / Latino	106
 Was a search conducted?	
Yes	42
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	32
Hispanic / Latino	9
No	1798
Alaska Native / American Indian	3
Asian / Pacific Islander	40
Black	71
White	1271
Hispanic / Latino	413
 Reason for Search?	
Consent	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	14

Hispanic / Latino	1		
Contraband	3		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	2		
Probable	18		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	13		
Hispanic / Latino	4		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	6		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	4		
Hispanic / Latino	2		
Was Contraband discovered?			
Yes	16		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	12		
Hispanic / Latino	3		
No	26		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	20		
Hispanic / Latino	6		
		Did the finding result in arrest?	
		(total should equal previous column)	
		Yes 0	No 0
		Yes 0	No 0
		Yes 0	No 1
		Yes 1	No 11
		Yes 1	No 2

Description of contraband	
Drugs	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	5
Hispanic / Latino	1
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	2
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	1465
Alaska Native / American Indian	3
Asian / Pacific Islander	30
Black	61
White	1078
Hispanic / Latino	293
Citation	371
Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	11
White	223
Hispanic / Latino	127
Written warning and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	2
Hispanic / Latino	0
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Was physical force resulting in bodily injury used during stop?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1840
Alaska Native / American Indian	3
Asian / Pacific Islander	40
Black	72
White	1303
Hispanic / Latino	422

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Port Lavaca, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05. Gender			
FEMALE	HISPANIC/LATINO	19.32%	141
	WHITE	75.75%	553
		100.00%	730
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.18%	2
	ASIAN/PACIFIC ISLANDER	2.34%	26
	BLACK	4.59%	51
	HISPANIC/LATINO	25.32%	281
	WHITE	67.57%	750
		100.00%	1,110
Total			1,840
06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.22%	3
	ASIAN/PACIFIC ISLANDER	2.11%	29
	BLACK	2.91%	40
	HISPANIC/LATINO	22.17%	305
	WHITE	72.60%	999
		100.00%	1,376
PRE EXISTING KNOWLEDGE	BLACK	10.00%	1
	HISPANIC/LATINO	10.00%	1
	WHITE	80.00%	8
		100.00%	10
VEHICLE TRAFFIC VIOLATION	ASIAN/PACIFIC ISLANDER	2.64%	11
	BLACK	6.24%	26
	HISPANIC/LATINO	25.42%	106
	WHITE	65.71%	274

Port Lavaca, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
		100.00%	417
VIOLATION OF LAW	BLACK	13.51%	5
	HISPANIC/LATINO	27.03%	10
	WHITE	59.46%	22
		100.00%	37
Total			1,840

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.17%	3
	ASIAN/PACIFIC ISLANDER	2.22%	40
	BLACK	3.95%	71
	HISPANIC/LATINO	22.97%	413
	WHITE	70.69%	1,271
		100.00%	1,798
Y	BLACK	2.38%	1
	HISPANIC/LATINO	21.43%	9
	WHITE	76.19%	32
		100.00%	42
Total			1,840

08. Reason for Search?			
CONSENT	HISPANIC/LATINO	6.67%	1
	WHITE	93.33%	14
		100.00%	15
CONTRABAND IN PLAIN VIEW	HISPANIC/LATINO	66.67%	2
	WHITE	33.33%	1
		100.00%	3

Port Lavaca, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
INCIDENT TO ARREST	HISPANIC/LATINO	33.33%	2
	WHITE	66.67%	4
		100.00%	6
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.17%	3
	ASIAN/PACIFIC ISLANDER	2.22%	40
	BLACK	3.95%	71
	HISPANIC/LATINO	22.97%	413
	WHITE	70.69%	1,271
		100.00%	1,798
PROBABLE CAUSE	BLACK	5.56%	1
	HISPANIC/LATINO	22.22%	4
	WHITE	72.22%	13
		100.00%	18
Total			1,840
09. Was Contraband Discovered?			
N	HISPANIC/LATINO	23.08%	6
	WHITE	76.92%	20
		100.00%	26
Y	BLACK	6.25%	1
	HISPANIC/LATINO	18.75%	3
	WHITE	75.00%	12
		100.00%	16
Total			42

Port Lavaca, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

10. Description of Contraband			
ALCOHOL	HISPANIC/LATINO	40.00%	2
	WHITE	60.00%	3
		100.00%	5
DRUGS	BLACK	14.29%	1
	HISPANIC/LATINO	14.29%	1
	WHITE	71.43%	5
		100.00%	7
OTHER	WHITE	100.00%	3
		100.00%	3
WEAPONS	WHITE	100.00%	1
		100.00%	1
Total			16
11. Result of the Stop			
CITATION	ASIAN/PACIFIC ISLANDER	2.70%	10
	BLACK	2.96%	11
	HISPANIC/LATINO	34.23%	127
	WHITE	60.11%	223
		100.00%	371
CITATION AND ARREST	HISPANIC/LATINO	100.00%	1
		100.00%	1
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.20%	3
	ASIAN/PACIFIC ISLANDER	2.05%	30
	BLACK	4.16%	61
	HISPANIC/LATINO	20.00%	293
	WHITE	73.58%	1,078
		100.00%	1,465
WRITTEN WARNING AND ARREST	HISPANIC/LATINO	33.33%	1

Port Lavaca, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11. Result of the Stop			
WRITTEN WARNING AND ARREST	WHITE	66.67%	2
		100.00%	3
Total			1,840
12. Arrest Based On			
OUTSTANDING WARRANT	HISPANIC/LATINO	100.00%	1
		100.00%	1
VIOLATION OF PENAL CODE	WHITE	100.00%	2
		100.00%	2
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			4
13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.16%	3
	ASIAN/PACIFIC ISLANDER	2.17%	40
	BLACK	3.91%	72
	HISPANIC/LATINO	22.93%	422
	WHITE	70.82%	1,303
		100.00%	1,840
Total			1,840
Was Arrest Due to Contraband Found?			
N	HISPANIC/LATINO	33.33%	1
	WHITE	66.67%	2
		100.00%	3
Y	HISPANIC/LATINO	100.00%	1
		100.00%	1

Port Lavaca, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

Was Arrest Due to Contraband Found?			
Total			4

Number of complaints of racial profiling

Total _____

Resulted in disciplinary action _____

Did not result in disciplinary action _____

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

PORT LAVACA POLICE DEPARTMENT

01. Total Traffic Stops:	1840	
02. Location of Stop:		
a. City Street	1628	88.48%
b. US Highway	5	0.27%
c. County Road	195	10.60%
d. State Highway	6	0.33%
e. Private Property or Other	6	0.33%
03. Was Race known prior to Stop:		
a. NO	1837	99.84%
b. YES	3	0.16%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	3	0.16%
b. Asian/ Pacific Islander	40	2.17%
c. Black	72	3.91%
d. White	422	22.93%
e. Hispanic/ Latino	1303	70.82%
05. Gender:		
a. Female	730	39.67%
i. Alaska/ Native American/ Indian	1	0.05%
ii. Asian/ Pacific Islander	14	0.76%
iii. Black	21	1.14%
iv. White	553	30.05%
v. Hispanic/ Latino	141	7.66%
b. Male	1110	60.33%
i. Alaska/ Native American/ Indian	2	0.11%
ii. Asian/ Pacific Islander	26	1.41%
iii. Black	51	2.77%
iv. White	750	40.76%
v. Hispanic/ Latino	281	15.27%
06. Reason for Stop:		
a. Violation of Law	37	2.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	5	13.51%
iv. White	22	59.46%
v. Hispanic/ Latino	10	27.03%
b. Pre-Existing Knowledge	10	0.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	10.00%
iv. White	8	80.00%
v. Hispanic/ Latino	1	10.00%
c. Moving Traffic Violation	1376	74.78%
i. Alaska/ Native American/ Indian	3	0.22%
ii. Asian/ Pacific Islander	29	2.11%
iii. Black	40	2.91%
iv. White	999	72.60%
v. Hispanic/ Latino	305	22.17%
d. Vehicle Traffic Violation	417	22.66%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	11	2.64%
iii. Black	26	6.24%
iv. White	274	65.71%
v. Hispanic/ Latino	106	25.42%
07. Was a Search Conducted:		
a. NO	1798	97.72%
i. Alaska/ Native American/ Indian	3	0.17%
ii. Asian/ Pacific Islander	40	2.22%
iii. Black	71	3.95%
iv. White	1271	70.69%
v. Hispanic/ Latino	413	22.97%
b. YES	42	2.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	2.38%
iv. White	32	76.19%
v. Hispanic/ Latino	9	21.43%
08. Reason for Search:		
a. Consent	15	0.82%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	14	93.33%
v. Hispanic/ Latino	1	6.67%
b. Contraband in Plain View	3	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%
c. Probable Cause	18	0.98%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.56%
iv. White	13	72.22%
v. Hispanic/ Latino	4	22.22%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	6	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	66.67%
v. Hispanic/ Latino	2	33.33%
09. Was Contraband Discovered:		
YES	16	0.87%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	1	6.25%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
iv. White	12	75.00%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	11	
v. Hispanic/ Latino	3	18.75%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	2	
b. NO	26	1.41%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	20	76.92%
v. Hispanic/ Latino	6	23.08%
10. Description of Contraband:		
a. Drugs	7	0.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	14.29%
iv. White	5	71.43%
v. Hispanic/ Latino	1	14.29%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	5	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	60.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	2	40.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	3	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	100.00%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	1465	79.62%
i. Alaska/ Native American/ Indian	3	0.20%
ii. Asian/ Pacific Islander	30	2.05%
iii. Black	61	4.16%
iv. White	1078	73.58%
v. Hispanic/ Latino	293	20.00%
c. Citation	371	20.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	10	2.70%
iii. Black	11	2.96%
iv. White	223	60.11%
v. Hispanic/ Latino	127	34.23%
d. Written Warning and Arrest	3	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%

Racial Profiling Analysis Report

e. Citation and Arrest	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	2	0.11%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
b. Violation of Traffic Law	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	1840	100.00%
i. Alaska/ Native American/ Indian	3	0.16%
ii. Asian/ Pacific Islander	40	2.17%
iii. Black	72	3.91%
iv. White	1303	70.82%
v. Hispanic/ Latino	422	22.93%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/31/2024

COMMUNICATION

SUBJECT: Consider declaring city-owned Oriental decorations as surplus and authorize the Interim City Manager to dispose of same. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 12, 2024

DATE: 02.07.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Declaration of Lunar New Year decorations as surplus

BACKGROUND:

The following items were purchased as decorations in conjunction with our recent hosing of the TML Region 11 Quarterly meeting. We are asking Council to declare these items as surplus and authorize me to dispose of them. The total value is \$500.00.

2 ea. Dragon hanging lanterns
10 ea. Hanging décor
8 ea. Red & Gold hanging lanterns
2 ea. Long hanging lanterns
1 ea. Paper dragon décor (flat)
2 each flat hanging décor
1 ea. Hanging fish décor
2 ea. Long dragons
1 ea. Dragon hanging décor
216 ea. Small hanging good luck charms

RECOMMENDATION: It is staff's recommendation to declare these items of decoration surplus and authorize the Interim City Manager to dispose of them as she deems appropriate.

COMMUNICATION

SUBJECT: Consider request of the following departments to declare city-owned vehicles as surplus and authorize the disposal of said vehicles by releasing to Enterprise Fleet Management to auction off: Police Department: 8 seized vehicles, 2 administrative vehicles and 1 patrol vehicle; Public Works Department: 9 vehicles; Ports & Harbors: 1 vehicle; Fire Department: 1 vehicle. Presenters Colin Rangnow, Wayne Shaffer and Joe Reyes

INFORMATION:



CITY OF
PORT LAVACA
POLICE DEPARTMENT

To: City Secretary Mandy Grant
From: Chief Colin Rangnow
Date: January 29, 2024
Subject: Agenda Item: Surplus PD Units and seized vehicles

The Port Lavaca Police Department requests approval from the City of Port Lavaca City Council to declare the following vehicles as surplus and release said vehicles to Enterprise Fleet Management to auction off. Said vehicles were a combination of seized vehicles, patrol unit and administrative vehicles used by PD personnel.

Seized vehicles:

2010 Lincoln MK2 3LNHL2GC2AR657885
2005 Chevrolet Silverado 2GCEK13T851318763
2001 Dodge Ram 2500 1B7KF23Z11J218540
2000 Jeep Grand Cherokee 1J4G248S5YC270030
1998 Toyota Corolla 1NXBR12EXW2104439
2005 Chevrolet Silverado 2GCEC19T051153683
1990 Mazda Miata JM1NA3511L0148295
2005 Honda Accord 1HGCM55895A120718

Administrative Vehicle:

2011 Ford F150 1FTFW1CF9BKD62219 (Replaced by Enterprise Fleet Management)
2012 Chevrolet Caprice 6G1MK5U21CL606815 (Replaced by Enterprise Fleet Management)

Patrol Unit:

2013 Chevrolet Caprice 6G1MK5U25DL812043 (Replaced by Enterprise Fleet Management)

Above mentioned are decommissioned and no longer used in day-to-day operations. As per the joint local agreement between local law enforcement and the Calhoun County District Attorney's Office, CCDA will receive 50% of the total proceeds from the seized auctioned vehicles.

Chief Colin Rangnow
Port Lavaca Police Department

Exhibit A**Enterprise Vehicle Disclosure Form (Exhibit A)**Date: 1-23-24Customer Name: City of Port LavacaYear, Make, Model: 2010 Lincoln MKZ Color: RedVehicle Identification Number: 3LNHL2GC2AR657885

**Clear title MUST be returned with this paperwork before
vehicle can be delivered to Enterprise location.**

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____

I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____

I certify that the true and actual mileage on this vehicle at the time of trade to be 89,562; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric SallesDate: 1-23-24Printed Name/Title: Lt. Eric Salles

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

Section VIII. Item #16.

DATE: 1/24/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles

DATE: 1/24/2024

FUND NO.: 449.01

DEPT NO.:

LOCATION: Port Lavaca Police Department

RM#:

DESCRIPTION: 2010 Lincoln

YEAR: 2010

QTY: 1

MANUFACTURER:

Lincoln

MODEL#: MKZ

SERIAL NO.:

VIN#: 3LNHL2GC2AR657885

BARCODE#:

ASSET #:

DISPOSAL DATE: 1/24/2024

DISPOSITION: AUCTION

DIVISION HEAD SIGNATURE: 

FILED AT 11:34 O'CLOCK A.M.

SEP 17 2020

NO. 2020-CV-4076-DC

ANNA KABELA DISTRICT CLERK, CALHOUN COUNTY, TEXAS DEPUTY

THE STATE OF TEXAS
Plaintiff,

§
§
§
§
§
§
§

IN THE DISTRICT COURT
135TH JUDICIAL DISTRICT

VS.

2010 LINCOLN 4 DOOR, VIN#
3LNHL2GC2AR657885

Defendant.

OF CALHOUN COUNTY, TEXAS

DEFAULT JUDGMENT

BE IT REMEMBERED that on the 17th day of SEPT, 2020, came on to be heard the above entitled and numbered cause wherein The State of Texas as Plaintiff alleged that it had seized ONE 2010 LINCOLN 4 DR, VIN# 3LNHL2GC2AR657885, in the Original Notice of Seizure and Intended Forfeiture filed herein.

Plaintiff, The State of Texas, appeared by and through SARA M. RODRIGUEZ, Assistant Criminal District Attorney for Calhoun County, Texas.

It appears that citation and certified copy of Plaintiff's Original Notice of Seizure and Intended Forfeiture was served personally on Ashleigh Nicole McKenzie, the person in whose possession said property was found. The return of said citation having been on file for more than ten (10) days, the said Ashleigh Nicole McKenzie came not in person or through counsel and wholly made default.

Plaintiff, The State of Texas, presented its petition as prima facia evidence that the said property involved herein was ONE 2010 LINCOLN 4 DR, VIN# 3LNHL2GC2AR657885. The Court, after duly considering the evidence and the law involved herein, is of the opinion that said property is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2) in that said 2010 LINCOLN 4 DR, VIN# 3LNHL2GC2AR657885 was used in the commission of or proceeds acquired from the commission of a felony under Chapter 481 of the Texas Penal Code, to-wit: Manufacture/Delivery of a Controlled Substance⁴ in Penalty Group 1, greater than or equal to 4 grams, but less than 200 grams and Possession of a Controlled Substance in Penalty Group 3, greater than or equal to 4 grams..

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said property as identified in said Original Notice of Seizure and Intended Forfeiture on file herein be

and is hereby found to be liable to forfeiture under said statute. THEREFORE, said 2010 LINCOLN 4 DR, VIN# 3LNHL2GC2AR657885 is hereby forfeited to the Calhoun County Criminal District Attorney's Office as provided in Chapter 59 of the Texas Code of Criminal Procedure in accordance with its Local Agreement with the Port Lavaca Police Department.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that costs shall be assessed against the party incurring same.

IT IS FURTHER ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

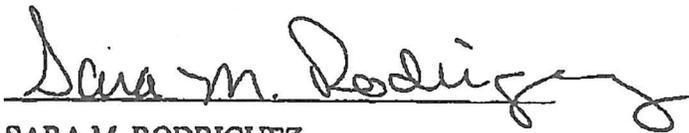
All relief not expressly granted herein is denied.

SIGNED this 17th day of SEPTEMBER 2020



JUDGE PRESIDING

APPROVED AS TO FORM:



SARA M. RODRIGUEZ,

Assistant Criminal District Attorney
for Calhoun County, Texas

P.O. Box 1001
Port Lavaca, Texas 77979
(361) 553-4422

State Bar No. 240509980

Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input checked="" type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number	2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color		
3LNHL2GC2AR657885	2010	Lincoln	Sedan	MK2	Red			
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is:			11. Empty Weight	12. Carrying Capacity (if any)		
MVX3698	89562	<input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			31700			
13. Applicant Type				14. Applicant Photo ID Number or FEIN/EIN				
<input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				74-600 1927				
15. ID Type								
<input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: <u>DPS</u>) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
16. Applicant First Name (or Entity Name)		Middle Name	Last Name		Suffix (if any)			
City of Port Lavaca								
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name		Suffix (if any)			
18. Applicant Mailing Address				City	State	Zip		
202 N. Virginia St.				Port Lavaca	TX	77979		
19. Applicant County of Residence				Calhoun				
20. Previous Owner Name (or Entity Name)		City	State	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)			
Ashleigh McKenzie		Port Lavaca	TX					
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name		Suffix (if any)			
24. Renewal Notice Mailing Address (if different)		City	State		Zip			
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder		28. Communication Impediment?		
361-552-3788				<input type="checkbox"/> Yes (Provide Email in #26)		<input type="checkbox"/> Yes (Attach Form VTR-216)		
29. Vehicle Location Address (if different)		City	State		Zip			
30. Multiple (Additional) Liens		31. Electronic Title Request		32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)		
<input type="checkbox"/> Yes (Attach Form VTR-267)		<input type="checkbox"/> Yes (Cannot check #30)						
34. First Lienholder Name (if any)		Mailing Address	City	State	Zip			
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT								
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
36. Trade-In (if any)		Year	Make	Vehicle Identification Number		37. Additional Trade-In(s)		
<input type="checkbox"/> Yes (Complete)						<input type="checkbox"/> Yes		
38. Check only if applicable: SALES AND USE TAX COMPUTATION								
(a) Sales Price (\$ _____ rebate has been deducted) \$ _____ <input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ (b) Less Trade-in Amount, described in Box 36 above \$ _____ <input type="checkbox"/> \$5 Even Trade Tax _____ (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above \$ _____ <input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14-317 _____ (d) Taxable Amount (Item a minus Item b or Item c) \$ _____ <input type="checkbox"/> \$65 Rebuilt Salvage Fee _____ (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____ <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ (g) Tax Paid to _____ (STATE) \$ _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ (h) AMOUNT OF TAX AND PENALTY DUE \$ _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)								
CERTIFICATION - State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.								
Signature(s) of Seller(s), Donor(s), or Trader(s)		Printed Name(s) (Same as Signature(s))			Date			
		Eric Sales Jr.			1-24-24			
Signature of Applicant/Owner		Printed Name (Same as Signature)			Date			
Signature(s) of Additional Applicant(s)/Owner(s)		Printed Name(s) (Same as Signature(s))			Date			



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-23-24

Customer Name: City of Port Lavaca

Year, Make, Model: 2005 Chevrolet Silverado Color: White

Vehicle Identification Number: 2GCEK13T851319763

Clear title **MUST** be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____

I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____

I certify that the true and actual mileage on this vehicle at the time of trade to be 148,532; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles

Date: 1-23-24

Printed Name/Title: Lt. Eric Salles

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

Section VIII. Item #16.

DATE: 1/24/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles

DATE: 1/24/2024

FUND NO.: 449.01

DEPT NO.:

LOCATION: Port Lavaca Police Department

RM#:

DESCRIPTION: 2005 Chevrolet Silverado

YEAR: 2005

QTY: 1

MANUFACTURER: Chevrolet

MODEL#: Silverado

SERIAL NO.:

VIN#: 2GCEK13T851318763

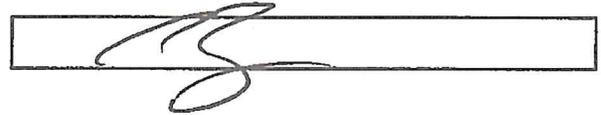
BARCODE#:

ASSET #:

DISPOSAL DATE: 1/24/2024

DISPOSITION: AUCTION

DIVISION HEAD SIGNATURE:



NO. 2021-CV-4442-DC

STATE OF TEXAS
Plaintiff,

V.

2005 CHEVROLET SILVERADO
PICKUP VIN # 2GCEK13T851318763,
Defendant.

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IN THE DISTRICT COURT

267TH JUDICIAL DISTRICT

CALHOUN COUNTY, TEXAS

DEFAULT JUDGMENT

BE IT REMEMBERED that on this day, came on to be heard the above entitled and numbered cause wherein The State of Texas as Plaintiff alleged that it had seized one 2005 CHEVROLET SILVERADO PICKUP VIN # 2GCEK13T851318763,, in the Original Notice of Seizure and Intended Forfeiture filed herein.

Plaintiff, The State of Texas, appeared by and through SARA M. RODRIGUEZ, Assistant Criminal District Attorney for Calhoun County, Texas.

It appears that citation and certified copy of Plaintiff's Original Notice of Seizure and Intended Forfeiture was served personally on JUSTIN BAREFIELD, owner of said property and in whose possession said property was found. The return of said citation having been on file for more than ten (10) days, the said JUSTIN BAREFIELD came not in person or through counsel and wholly made default.

Plaintiff, The State of Texas, presented its petition as prima facia evidence that the said property involved herein was 2005 CHEVROLET SILVERADO PICKUP VIN # 2GCEK13T851318763. The Court, after duly considering the evidence and the law involved herein, is of the opinion that said property is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2) in that said 2005 CHEVROLET SILVERADO PICKUP VIN #

AT 11:00 O'CLOCK AM

APR 22 2022

2GCEK13T851318763, was being used, intended to be used or was proceeds gained from the commission of a felony under Chapter 481 of the Texas Health and Safety Code, to-wit: Possession of a Controlled Substance Penalty Group 1 >=4Grams, <200 Grams.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said property as identified in said Original Notice of Seizure and Intended Forfeiture on file herein be and is hereby found to be liable to forfeiture under said statute. THEREFORE, said 2005 CHEVROLET SILVERADO PICKUP VIN # 2GCEK13T851318763, is hereby forfeited to the Calhoun County Criminal District Attorney's Office as provided in Chapter 59 of the Texas Code of Criminal Procedure in accordance with its Local Agreement with the Port Lavaca Police Department.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that costs shall be assessed against the party incurring same.

IT IS FURTHER ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

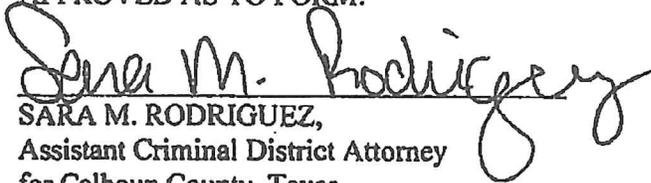
All relief not expressly granted herein is denied.

SIGNED this 22nd day of April 2022.



JUDGE PRESIDING

APPROVED AS TO FORM:



SARA M. RODRIGUEZ,
Assistant Criminal District Attorney
for Calhoun County, Texas
P.O. Box 1001
Port Lavaca, Texas 77979
(361) 553-4422
State Bar No. 240509998

Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input checked="" type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY					
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____					
1. Vehicle Identification Number		2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color				
2GCEK13T851318763		2005	Chevrolet	Pick-up	Silverado	White					
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is:			11. Empty Weight	12. Carrying Capacity (if any)					
NPG7598	148,532	<input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			5,000	1,500					
13. Applicant Type						14. Applicant Photo ID Number or FEIN/EIN					
<input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						74-6001927					
15. ID Type						<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID					
<input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: <u>DPS</u>) <input type="checkbox"/> Passport (Issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID											
16. Applicant First Name (or Entity Name)			Middle Name	Last Name		Suffix (if any)					
City of Port Lavaca											
17. Additional Applicant First Name (if applicable)			Middle Name	Last Name		Suffix (if any)					
18. Applicant Mailing Address				City	State	Zip	19. Applicant County of Residence				
202 N. Virginia St				Port Lavaca	TX	77979	Calhoun				
20. Previous Owner Name (or Entity Name)			City	State	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)					
Justin Keith Barzfield			Palacios	TX							
23. Renewal Recipient First Name (or Entity Name) (if different)			Middle Name	Last Name		Suffix (if any)					
24. Renewal Notice Mailing Address (if different)			City	State	Zip						
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder		28. Communication Impediment?					
361-552-3788				<input type="checkbox"/> Yes (Provide Email in #26)		<input type="checkbox"/> Yes (Attach Form VTR-216)					
29. Vehicle Location Address (if different)			City	State	Zip						
30. Multiple (Additional) Liens		31. Electronic Title Request	32. Certified/eTitle Lienholder ID Number (if any)			33. First Lien Date (if any)					
<input type="checkbox"/> Yes (Attach Form VTR-267)		<input type="checkbox"/> Yes (Cannot check #30)									
34. First Lienholder Name (if any)		Mailing Address	City	State	Zip						
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT											
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____											
36. Trade-In (if any)		Year	Make	Vehicle Identification Number			37. Additional Trade-In(s)				
<input type="checkbox"/> Yes (Complete)							<input type="checkbox"/> Yes				
38. Check only if applicable: SALES AND USE TAX COMPUTATION											
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ _____		<input type="checkbox"/> (b) Less Trade-in Amount, described in Box 36 above \$ _____	<input type="checkbox"/> (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above \$ _____	<input type="checkbox"/> (d) Taxable Amount (Item a minus Item b or Item c) \$ _____	<input type="checkbox"/> (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____	<input type="checkbox"/> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____	<input type="checkbox"/> (g) Tax Paid to _____ (STATE) \$ _____	<input type="checkbox"/> (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ _____			
CERTIFICATION – State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.											
Signature(s) of Seller(s), Donor(s), or Trader(s)			Printed Name(s) (Same as Signature(s))			Date					
			Eric Salles Jr.			7-24-24					
Signature of Applicant/Owner			Printed Name (Same as Signature)			Date					
Signature(s) of Additional Applicant(s)/Owner(s)			Printed Name(s) (Same as Signature(s))			Date					



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-23-24
Customer Name: City of Port Lavaca
Year, Make, Model: 2001 Dodge Ram 2500 Color: White
Vehicle Identification Number: 1B7KF232115218540

Clear title MUST be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____

I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____

I certify that the true and actual mileage on this vehicle at the time of trade to be 207,955; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles

Date: 1-23-24

Printed Name/Title: Lt. Eric Salles

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: 1/24/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles

DATE: 1/24/2024

FUND NO.: 449.01

DEPT NO.:

LOCATION: Port Lavaca Police Department

RM#:

DESCRIPTION: 2001 Dodge Ram 2500

YEAR: 2001

QTY: 1

MANUFACTURER:

Dodge

MODEL#: Ram 2500

SERIAL NO.:

VIN#: 1B7KF23Z11J218540

BARCODE#:

ASSET #:

DISPOSAL DATE: 1/24/2024

DISPOSITION: AUCTION

DIVISION HEAD SIGNATURE: 

12:55^{FIL}
AT O'CLOCK AM

July 26, 2019

ANNA KABELA

DISTRICT CLERK, CALHOUN COUNTY, TEXAS

BY Leticia Garcia DEPUTY

NO. 2019-CV-3607-DC

**THE STATE OF TEXAS
Plaintiff,**

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IN THE DISTRICT COURT

VS.

24TH JUDICIAL DISTRICT

**2001 DODGE RAM 2500
PASSENGER TRUCK
VIN# 1B7KF23Z11J218540
Defendant.**

OF CALHOUN COUNTY, TEXAS

DEFAULT JUDGMENT AS TO WESLEY DORMAN BLACK

BE IT REMEMBERED that on the _____ day of _____, 2019, came on to be heard the above entitled and numbered cause wherein The State of Texas as Plaintiff alleged that it had seized a 2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23Z11J218540, in the Original Notice of Seizure and Intended Forfeiture filed herein.

Plaintiff, The State of Texas, appeared by and through SARA M. RODRIGUEZ, Assistant Criminal District Attorney for Calhoun County, Texas.

It appears that citation and certified copy of Plaintiff's Original Notice of Seizure and Intended Forfeiture was served by Substitute Service on Wesley Dorman Black., who was the registered owner of the vehicle. The return of said citation having been on file for more than ten (10) days, the said Wesley Dorman Black came not in person or through counsel and wholly made default.

Plaintiff, The State of Texas, presented its petition as prima facia evidence that the said property involved herein was 2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23Z11J218540. The Court, after duly considering the evidence and the law involved herein, is of the opinion that said property is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2) in that said 2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23Z11J218540 was used during the commission of a felony under Chapter 481 of the Texas Health and Safety Code, to-wit: Possession of a Controlled Substance.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said property as identified in said Original Notice of Seizure and Intended Forfeiture on file herein be and is hereby found to be liable to forfeiture under said statute. THEREFORE, said

2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23711J218540 is hereby forfeited to the Calhoun County Criminal District Attorney's Office as provided in Chapter 59 of the Texas Code of Criminal Procedure in accordance with its Local Agreement with the Port Lavaca Police Department.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that costs shall be assessed against the party incurring same.

IT IS FURTHER ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

All relief not expressly granted herein is denied.

SIGNED this _____ day of _____ 7/24/2019 11:00:54 AM _____ 2019



JUDGE PRESIDING

APPROVED AS TO FORM:

SARA M. RODRIGUEZ,
Assistant Criminal District Attorney
for Calhoun County, Texas

P.O. Box 1001
Port Lavaca, Texas 77979
(361) 553-4422

State Bar No. 24050998

12:53 FILED AT O'CLOCK AM

July 26, 2019

ANNA KABELA

DISTRICT CLERK, CALHOUN COUNTY, TEXAS

BY Leticia Garcia DEPUTY

NO. 2019-CV-3607-DC

THE STATE OF TEXAS
Plaintiff,

VS.

2001 DODGE RAM 2500
PASSENGER TRUCK
VIN# 1B7KF23Z11J218540
Defendant.

§ IN THE DISTRICT COURT
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§ 24TH JUDICIAL DISTRICT
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§
§
§ OF CALHOUN COUNTY, TEXAS
§

DEFAULT JUDGMENT AS TO JUSTIN WAYNE SCOTT

BE IT REMEMBERED that on the _____ day of _____, 2019, came on to be heard the above entitled and numbered cause wherein The State of Texas as Plaintiff alleged that it had seized a 2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23Z11J218540, in the Original Notice of Seizure and Intended Forfeiture filed herein.

Plaintiff, The State of Texas, appeared by and through SARA M. RODRIGUEZ, Assistant Criminal District Attorney for Calhoun County, Texas.

It appears that citation and certified copy of Plaintiff's Original Notice of Seizure and Intended Forfeiture was served personally on Justin Wayne Scott., who was in possession of said property and in whose possession said property was found. The return of said citation having been on file for more than ten (10) days, the said Justin Wayne Scott came not in person or through counsel and wholly made default.

Plaintiff, The State of Texas, presented its petition as prima facia evidence that the said property involved herein was 2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23Z11J218540. The Court, after duly considering the evidence and the law involved herein, is of the opinion that said property is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2) in that said 2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23Z11J218540 was used during the commission of a felony under Chapter 481 of the Texas Health and Safety Code, to-wit: Possession of a Controlled Substance.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said property as identified in said Original Notice of Seizure and Intended Forfeiture on file herein be and is hereby found to be liable to forfeiture under said statute. THEREFORE, said

2001 Dodge Ram 2500 Passenger Truck, VIN #1B7KF23Z11J218540 is hereby forfeited to the Calhoun County Criminal District Attorney's Office as provided in Chapter 59 of the Texas Code of Criminal Procedure in accordance with its Local Agreement with the Port Lavaca Police Department.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that costs shall be assessed against the party incurring same.

IT IS FURTHER ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

All relief not expressly granted herein is denied.

SIGNED this _____ day of _____ 7/24/2019 10:59:06 AM 2019



JUDGE PRESIDING

APPROVED AS TO FORM:

SARA M. RODRIGUEZ,
Assistant Criminal District Attorney
for Calhoun County, Texas

P.O. Box 1001
Port Lavaca, Texas 77979
(361) 553-4422

State Bar No. 24050998

Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input checked="" type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				TAX OFFICE USE ONLY			
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____				County: _____			
				Doc #: _____			
				<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____			
1. Vehicle Identification Number 1B7KF232115218540	2. Year 2001	3. Make Dodge	4. Body Style Pick-up	5. Model 2500 Ram	6. Major Color white	7. Minor Color	
8. Texas License Plate No. KVT 3926	9. Odometer Reading (no tenths) 207,955	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight 5,500	12. Carrying Capacity (if any) 3,300		
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN 74-6001927			
15. ID Type <input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: <u>DPS</u>) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID							
16. Applicant First Name (or Entity Name) City of Port Lavaca		Middle Name	Last Name	Suffix (if any)			
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)			
18. Applicant Mailing Address 202. N. Virginia St.			City Port Lavaca	State TX	Zip	19. Applicant County of Residence Callahan	
20. Previous Owner Name (or Entity Name) Wesley Dorman Black			City Rockport	State TX	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)	
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name	Suffix (if any)			
24. Renewal Notice Mailing Address (if different)		City	State	Zip			
25. Applicant Phone Number (optional) 361-572-3788	26. Email (optional)		27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		28. Communication Impediment? <input type="checkbox"/> Yes (Attach Form VTR-216)		
29. Vehicle Location Address (if different)		City	State	Zip			
30. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)	31. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30)	32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)			
34. First Lienholder Name (if any)		Mailing Address	City	State	Zip		
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT							
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____							
36. Trade-In (if any) <input type="checkbox"/> Yes (Complete)	Year	Make	Vehicle Identification Number			37. Additional Trade-In(s) <input type="checkbox"/> Yes	
38. Check only if applicable: SALES AND USE TAX COMPUTATION							
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) (b) Less Trade-in Amount, described in Box 36 above (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above (d) Taxable Amount (Item a minus Item b or Item c) (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% (g) Tax Paid to _____ (STATE) (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)		<input type="checkbox"/> \$90 New Resident Tax – (Previous State) _____ <input type="checkbox"/> \$5 Even Trade Tax <input type="checkbox"/> \$10 Gift Tax – Attach Comptroller Form 14-317 <input type="checkbox"/> \$65 Rebuilt Salvage Fee <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> 1 % Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)					
CERTIFICATION – State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.							
Signature(s) of Seller(s), Donor(s), or Trader(s) Eric Salles Jr.			Printed Name(s) (Same as Signature(s)) Eric Salles Jr.		Date 1-24-24		
Signature of Applicant/Owner			Printed Name (Same as Signature)		Date		
Signature(s) of Additional Applicant(s)/Owner(s)			Printed Name(s) (Same as Signature(s))		Date		



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-23-24

Customer Name: City of Port Lavaca

Year, Make, Model: 2000 Jeep Grand Cherokee Color: Black

Vehicle Identification Number: 1J4G24855YC270030

Clear title **MUST** be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

- I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.
- The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.
- The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____
- I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____
- I certify that the true and actual mileage on this vehicle at the time of trade to be 140,659; and that the odometer is working at this time and has not been repaired or replaced.
- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
 - The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles

Date: 1-23-24

Printed Name/Title: Lt. Eric Salles

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: **1/24/2024**

DISPOSAL REQUESTED BY: **Lt. Eric Salles** DATE: **1/24/2024**

FUND NO.: **449.01** DEPT NO.: LOCATION: **Port Lavaca Police Department** RM#:

DESCRIPTION: **2000 Jeep Grand Cherokee** YEAR: **2000** QTY: **1**

MANUFACTURER: **Jeep** MODEL#: **Grand Cherokee**

SERIAL NO.: VIN#: **1J4G248S5YC270030**

BARCODE#:

ASSET #:

DISPOSAL DATE: **1/24/2024** DISPOSITION: **AUCTION**

DIVISION HEAD SIGNATURE: 

NO. 2020-CV-3974-DC

THE STATE OF TEXAS
Plaintiff,

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IN THE DISTRICT COURT

VS.

135TH JUDICIAL DISTRICT

2000 JEEP GRAND CHEROKEE, VIN #
1J4G248S56C70030

Defendant.

OF CALHOUN COUNTY, TEXAS

DEFAULT JUDGMENT AS TO ROBERTO DELAROSA

BE IT REMEMBERED that on the 16 day of June, 2020, came on to be heard the above entitled and numbered cause wherein The State of Texas as Plaintiff alleged that it had seized a 2000 JEEP GRAND CHEROKEE, VIN # 1J4G248S56C70030, in the Original Notice of Seizure and Intended Forfeiture filed herein.

Plaintiff, The State of Texas, appeared by and through SARA M. RODRIGUEZ, Assistant Criminal District Attorney for Calhoun County, Texas.

It appears that citation and certified copy of Plaintiff's Original Notice of Seizure and Intended Forfeiture was served personally on Roberto DeLaRosa, the person in whose name the 2000 Jeep Grand Cherokee was registered. The return of said citation having been on file for more than ten (10) days, the said Roberto DeLaRosa came not in person or through counsel and wholly made default.

Plaintiff, The State of Texas, presented its petition as prima facie evidence that the said property involved herein was 2000 JEEP GRAND CHEROKEE, VIN # 1J4G248S56C70030. The Court, after duly considering the evidence and the law involved herein, is of the opinion that said property is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2) in that said 2000 JEEP GRAND CHEROKEE, VIN # 1J4G248S56C70030 was proceeds acquired from the commission of or used during the commission of a felony under Chapter 23.03 Texas Penal Code, to-wit: Aggravated Robbery.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said property as identified in said Original Notice of Seizure and Intended Forfeiture on file herein be and is hereby found to be liable to forfeiture under said statute. THEREFORE, said 2000 JEEP GRAND CHEROKEE, VIN # 1J4G248S56C70030 is hereby forfeited to the

FILED
AT 2:30 CLOCK PM

JUN 17 2020

ANNA KIBELA
DISTRICT CLERK, CALHOUN COUNTY, TEXAS
BY *Anna Kibela* DEPUTY

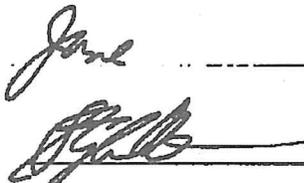
Calhoun County Criminal District Attorney's Office as provided in Chapter 59 of the Texas Code of Criminal Procedure in accordance with its Local Agreement with the Port Lavaca Police Department.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that costs shall be assessed against the party incurring same.

IT IS FURTHER ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

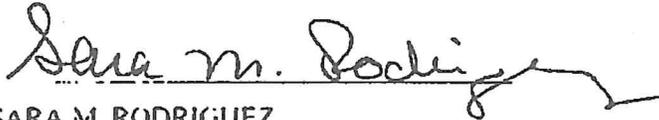
All relief not expressly granted herein is denied.

SIGNED this 16th day of June _____ 2020



JUDGE PRESIDING

APPROVED AS TO FORM:



SARA M. RODRIGUEZ,

Assistant Criminal District Attorney
for Calhoun County, Texas

P.O. Box 1001
Port Lavaca, Texas 77979
(361) 553-4422

State Bar No. 24050998

NO. 2020-CV-3974-DC

THE STATE OF TEXAS
Plaintiff,

V.

2000 JEEP GRAND CHEROKEE,
VIN# 1J4G248S5YC270030
Defendant.

§ IN THE DISTRICT COURT
§
§
§ 135th JUDICIAL DISTRICT
§
§
§ OF CALHOUN COUNTY, TEXAS

**ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

On November 5, 2020, the Court considered Plaintiff's Motion for Summary Judgment and requests that the Court enter Summary Judgment in favor of Movant on the claim set forth therein, and against 2000 JEEP GRAND CHEROKEE, VIN# 1J4G248S5YC270030.

The State of Texas appeared by and through her Assistant District Attorney and announced ready. The Respondent, Rene DeLaRosa, ~~appeared/did not appear (through his attorney,~~
agreed to this summary judgment as evidenced by his signature.

After due consideration of the summary judgment evidence, including an affidavit, and the argument of counsel, this Court finds that Plaintiff's Motion is due to be GRANTED and makes the following findings:

The Court finds there is no genuine issue of material fact as to Plaintiff's claim for forfeiture and Plaintiff is entitled to summary judgment thereon.

The Court finds Defendant has not pled any counterclaim that will preclude summary judgment in this case. The Court finds that Defendant has not pled any affirmative defense that would preclude summary judgment in this cause or filed any response to the Motion for Summary Judgment.

FILED
AT 10:12 O'CLOCK A.M

NOV 05 2020

ANNA KABELA
DISTRICT CLERK, CALHOUN COUNTY, TEXAS
BY [Signature] DEPUTY

IT IS THEREFORE ORDERED that judgment is entered in favor of Plaintiff and against Defendant on the claim of forfeiture against 2000 JEEP GRAND CHEROKEE, VIN# 1J4G248S5YC270030. Said property is hereby forfeited to the Calhoun County District Attorney's Office as provided by Chapter 59 of the Texas Code of Criminal Procedure in accordance with its local agreement with the Port Lavaca Police Department.

IT IS FURTHER ORDERED that Plaintiff is entitled to enforce this judgment through abstract, execution, and any other process.

This judgment finally disposes of all parties and all claims and is appealable.

Signed on November 5, 2020, 2020.



JUDGE PRESIDING

Agreed As To Form



Rene DeLa Rosa

Application for Texas Title and/or Registration

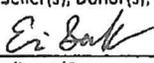
Applying for (please check one): <input type="checkbox"/> Title & Registration <input checked="" type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY					
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____					
1. Vehicle Identification Number		2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color				
1J4G24855YC27D030		2000	Jeep	SUV	Grand Cherokee	Black					
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is:			11. Empty Weight		12. Carrying Capacity (if any)				
LVT1122	140,659	<input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			5,150						
13. Applicant Type						14. Applicant Photo ID Number or FEIN/EIN					
<input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						74-6001927					
15. ID Type						<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID					
<input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: <u>DPS</u>) <input type="checkbox"/> Passport (Issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID											
16. Applicant First Name (or Entity Name)			Middle Name		Last Name			Suffix (if any)			
City of Port Lavaca											
17. Additional Applicant First Name (if applicable)			Middle Name		Last Name			Suffix (if any)			
18. Applicant Mailing Address				City	State	Zip	19. Applicant County of Residence				
202 N. Virginia St.				Port Lavaca	TX	77979	Calhoun				
20. Previous Owner Name (or Entity Name)			City	State	21. Dealer GDN (if applicable)		22. Unit No. (if applicable)				
Roberto Carlos Delarosa			Port Lavaca	TX							
23. Renewal Recipient First Name (or Entity Name) (if different)			Middle Name		Last Name			Suffix (if any)			
24. Renewal Notice Mailing Address (if different)			City		State			Zip			
25. Applicant Phone Number (optional)		26. Email (optional)			27. Registration Renewal eReminder		28. Communication Impediment?				
361-552-3788					<input type="checkbox"/> Yes (Provide Email in #26)		<input type="checkbox"/> Yes (Attach Form VTR-216)				
29. Vehicle Location Address (if different)			City		State			Zip			
30. Multiple (Additional) Liens		31. Electronic Title Request	32. Certified/eTitle Lienholder ID Number (if any)			33. First Lien Date (if any)					
<input type="checkbox"/> Yes (Attach Form VTR-267)		<input type="checkbox"/> Yes (Cannot check #30)									
34. First Lienholder Name (if any)		Mailing Address		City		State		Zip			
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT											
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____											
36. Trade-In (if any)		Year	Make	Vehicle Identification Number				37. Additional Trade-In(s)			
<input type="checkbox"/> Yes (Complete)								<input type="checkbox"/> Yes			
38. Check only if applicable: SALES AND USE TAX COMPUTATION											
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ _____ <input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____ <input type="checkbox"/> (b) Less Trade-in Amount, described in Box 36 above \$ _____ <input type="checkbox"/> \$5 Even Trade Tax <input type="checkbox"/> (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above \$ _____ <input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14-317 <input type="checkbox"/> (d) Taxable Amount (Item a minus Item b or Item c) \$ _____ <input type="checkbox"/> \$65 Rebuilt Salvage Fee <input type="checkbox"/> (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____ <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> (g) Tax Paid to _____ (STATE) \$ _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input type="checkbox"/> (h) AMOUNT OF TAX AND PENALTY DUE \$ _____ <input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Item e plus Item f minus Item g) (Contact your county tax assessor-collector for the correct fee.)											
CERTIFICATION - State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.											
Signature(s) of Seller(s), Donor(s), or Trader(s)				Printed Name(s) (Same as Signature(s))				Date			
				Eric Squires Jr.				1-24-24			
Signature of Applicant/Owner				Printed Name (Same as Signature)				Date			
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))				Date			



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-23-24

Customer Name: City of Port Lavaca

Year, Make, Model: 1998 Toyota Corolla Color: Tan

Vehicle Identification Number: 1NXB R12 EXW 2104439

Clear title **MUST** be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

- I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.
- The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.
- The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____
- I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____
- I certify that the true and actual mileage on this vehicle at the time of trade to be 144,234; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles

Date: 1-23-24

Printed Name/Title: Lt. Eric Salles

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: 1/24/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles

DATE: 1/24/2024

FUND NO.: 449.01

DEPT NO.:

LOCATION: Port Lavaca Police Department

RM#:

DESCRIPTION: 1998 Toyota Corolla

YEAR: 1998

QTY: 1

MANUFACTURER:

Toyota

MODEL#: Corolla

SERIAL NO.:

VIN#: 1NXBR12EXW2104439

BARCODE#:

ASSET #:

DISPOSAL DATE: 1/24/2024

DISPOSITION: AUCTION

DIVISION HEAD SIGNATURE:



AT 4:00 O'CLOCK P.M

APR 16 2021
Anna Kabela

ANNA KABELA
DISTRICT CLERK, CALHOUN COUNTY, TEXAS
BY _____ DEPUTY

NO. 2021-CV-4224-DC

THE STATE OF TEXAS
Plaintiff,

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

VS.

267TH JUDICIAL DISTRICT

1998 TOYOTA COROLLA, VIN #
1NXBR12EXWZ104439,
Defendant.

OF CALHOUN COUNTY, TEXAS

DEFAULT JUDGMENT

BE IT REMEMBERED that on this day, came on to be heard the above entitled and numbered cause wherein The State of Texas as Plaintiff alleged that it had seized a 1998 Toyota Corolla, VIN # 1NXBR12EXWZ104439 in the Original Notice of Seizure and Intended Forfeiture filed herein.

Plaintiff, The State of Texas, appeared by and through SARA M. RODRIGUEZ, Assistant Criminal District Attorney for Calhoun County, Texas.

It appears that citation and certified copy of Plaintiff's Original Notice of Seizure and Intended Forfeiture was served personally on Kyler Ray Rector, in whose possession said property was found, and on Annette Marie Wagner, the registered owner of the vehicle. The return of said citations having been on file for more than ten (10) days, the said Kyler Ray Rector and Annette Marie Wagner came not in person or through counsel and wholly made default.

Plaintiff, The State of Texas, presented its petition as prima facie evidence that the said property involved herein was a 1998 Toyota Corolla, VIN # 1NXBR12EXWZ104439. The Court, after duly considering the evidence and the law involved herein, is of the opinion that said property is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2) in that said 1998 Toyota Corolla, VIN # 1NXBR12EXWZ104439 was proceeds acquired from the commission of or used in the commission of a felony under Chapter 22 of the Texas Penal Code, to-wit: Aggravated Assault with a Deadly Weapon.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said property as identified in said Original Notice of Seizure and Intended Forfeiture on file herein be and is hereby found to be liable to forfeiture under said statute. THEREFORE, said 1998 Toyota Corolla, VIN # 1NXBR12EXWZ104439 is hereby forfeited to the Calhoun County Criminal

District Attorney's Office as provided in Chapter 59 of the Texas Code of Criminal Procedure in accordance with its Local Agreement with the Port Lavaca Police Department.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that costs shall be assessed against the party incurring same.

IT IS FURTHER ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

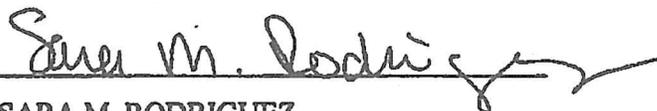
All relief not expressly granted herein is denied.

SIGNED this 16th day of April 2021



JUDGE PRESIDING

APPROVED AS TO FORM:



SARA M. RODRIGUEZ,

Assistant Criminal District Attorney
for Calhoun County, Texas
P.O. Box 1001
Port Lavaca, Texas 77979
(361) 553-4422
State Bar No. 24050998

Application for Texas Title and/or Registration

Applying for (please check one):						TAX OFFICE USE ONLY		
<input type="checkbox"/> Title & Registration <input checked="" type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						County: _____		
For a corrected title or registration, check reason:						Doc #: _____		
<input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number	2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color		
1NXBR12EXW2104439	1998	Toyota	Sedan	Corolla	Tan			
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is:		11. Empty Weight	12. Carrying Capacity (if any)			
DGS7604	144,234	<input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		2,400				
13. Applicant Type				14. Applicant Photo ID Number or FEIN/EIN				
<input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				74-6001927				
15. ID Type								
<input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: <u>DPS</u>) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
16. Applicant First Name (or Entity Name)			Middle Name	Last Name		Suffix (if any)		
City of Port Lavaca								
17. Additional Applicant First Name (if applicable)			Middle Name	Last Name		Suffix (if any)		
18. Applicant Mailing Address				City	State	Zip	19. Applicant County of Residence	
202 N. Virginia ST.				Port Lavaca	TX	77979	Calhoun	
20. Previous Owner Name (or Entity Name)			City	State	21. Dealer GDN (if applicable)		22. Unit No. (if applicable)	
Annette Marie Wagner			La Ward	TX				
23. Renewal Recipient First Name (or Entity Name) (if different)			Middle Name	Last Name		Suffix (if any)		
24. Renewal Notice Mailing Address (if different)			City	State		Zip		
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder		28. Communication Impediment?		
361-552-3788				<input type="checkbox"/> Yes (Provide Email in #26)		<input type="checkbox"/> Yes (Attach Form VTR-216)		
29. Vehicle Location Address (if different)			City	State		Zip		
30. Multiple (Additional) Liens		31. Electronic Title Request		32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)		
<input type="checkbox"/> Yes (Attach Form VTR-267)		<input type="checkbox"/> Yes (Cannot check #30)						
34. First Lienholder Name (if any)		Mailing Address		City	State	Zip		
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT								
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))								
<input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
36. Trade-in (if any)		Year	Make	Vehicle Identification Number			37. Additional Trade-In(s)	
<input type="checkbox"/> Yes (Complete)							<input type="checkbox"/> Yes	
38. Check only if applicable: SALES AND USE TAX COMPUTATION								
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted)		\$ _____	<input type="checkbox"/> \$90 New Resident Tax - (Previous State)					
(b) Less Trade-in Amount, described in Box 36 above		\$ _____	<input type="checkbox"/> \$5 Even Trade Tax					
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above		\$ _____	<input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14-317					
(d) Taxable Amount (Item a minus Item b or Item c)		\$ _____	<input type="checkbox"/> \$65 Rebuilt Salvage Fee					
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)		\$ _____	<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)					
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%		\$ _____	<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)					
(g) Tax Paid to _____ (STATE)		\$ _____	<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:					
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)		\$ _____	<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title					
(Contact your county tax assessor-collector for the correct fee.)								
CERTIFICATION - State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.								
Signature(s) of Seller(s), Donor(s), or Trader(s)			Printed Name(s) (Same as Signature(s))			Date		
<i>Eric Salter</i>			Eric Salter Jr.			1-24-24		
Signature of Applicant/Owner			Printed Name (Same as Signature)			Date		
Signature(s) of Additional Applicant(s)/Owner(s)			Printed Name(s) (Same as Signature(s))			Date		



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-23-24

Customer Name: City of Port Lavaca

Year, Make, Model: 2005 Chevrolet Silverado Color: White

Vehicle Identification Number: 2GC EC19T051153683

Clear title MUST be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____

I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____

I certify that the true and actual mileage on this vehicle at the time of trade to be 129,201; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles

Date: 1-23-24

Printed Name/Title: Lt. Eric Salles

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: **1/24/2024**

DISPOSAL REQUESTED BY: **Lt. Eric Salles**

DATE: **1/24/2024**

FUND NO.: **449.01**

DEPT NO.:

LOCATION: **Port Lavaca Police Department**

RM#:

DESCRIPTION: **2005 Chevrolet Silverado**

YEAR: **2005**

QTY: **1**

MANUFACTURER: **Chevrolet**

MODEL#: **Silverado**

SERIAL NO.:

VIN#: **2GCEC19T051153683**

BARCODE#:

ASSET #:

DISPOSAL DATE:

1/24/2024

DISPOSITION: **AUCTION**

DIVISION HEAD SIGNATURE:



FILED
AT 4:21 O'CLOCK PM

JAN 29 2021

NO. 2020-CV-4169-DC

ANNA KABELA
DISTRICT CLERK, CALHOUN COUNTY, TEXAS
BY *Sara Rodriguez* DEPUTY

THE STATE OF TEXAS
Plaintiff,

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT
267TH JUDICIAL DISTRICT

V.

2005 CHEVROLET PICKUP VIN
2GCEC19T051153683
Defendant.

OF CALHOUN COUNTY, TEXAS

DEFAULT JUDGMENT

BE IT REMEMBERED that on this day, came on to be heard the above entitled and numbered cause wherein The State of Texas as Plaintiff alleged that it had seized a 2005 Chevrolet Pickup, VIN # 2GCEC19T051153683 in the Original Notice of Seizure and Intended Forfeiture filed herein.

Plaintiff, The State of Texas, appeared by and through SARA M. RODRIGUEZ, Assistant Criminal District Attorney for Calhoun County, Texas.

It appears that citation and certified copy of Plaintiff's Original Notice of Seizure and Intended Forfeiture was served personally on Derek Zamora, in whose possession said property was found. The return of said citation having been on file for more than ten (10) days, the said Derek Zamora came not in person or through counsel and wholly made default.

Plaintiff, The State of Texas, presented its petition as prima facia evidence that the said property involved herein was a 2005 Chevrolet Pickup VIN # 2GCEC19T051153683. The Court, after duly considering the evidence and the law involved herein, is of the opinion that said property is contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2) in that said 2005 Chevrolet Pickup VIN # 2GCEC19T051153683 was proceeds acquired from the commission of or intended to be used in the commission of a felony under 59.01 3A Texas Penal Code, to-wit: Aggravated Assault with a Deadly Weapon.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said property as identified in said Original Notice of Seizure and Intended Forfeiture on file herein be and is hereby found to be liable to forfeiture under said statute. THEREFORE, said 2005 Chevrolet Pickup VIN # 2GCEC19T051153683 is hereby forfeited to the Calhoun County

Criminal District Attorney's Office as provided in Chapter 59 of the Texas Code of Criminal Procedure in accordance with its Local Agreement with the Port Lavaca Police Department.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that costs shall be assessed against the party incurring same.

IT IS FURTHER ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment.

All relief not expressly granted herein is denied.

SIGNED this 29th day of Jan 2021



JUDGE PRESIDING

APPROVED AS TO FORM:



SARA M. RODRIGUEZ,
Assistant Criminal District Attorney
for Calhoun County, Texas
P.O. Box 1001
Port Lavaca, Texas 77979
(361) 553-4422
State Bar No. 24050998

Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input checked="" type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				TAX OFFICE USE ONLY			
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____				County: _____			
				Doc #: _____			
				<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____			
1. Vehicle Identification Number <u>JGCEC19T051153683</u>	2. Year <u>2005</u>	3. Make <u>Chevrolet</u>	4. Body Style <u>Pick-up</u>	5. Model <u>Silverado</u>	6. Major Color <u>White</u>	7. Minor Color	
8. Texas License Plate No. <u>LM57932</u>	9. Odometer Reading (no tenths) <u>1,29201</u>	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		11. Empty Weight <u>5,000</u>	12. Carrying Capacity (if any) <u>1,500</u>		
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN <u>74-6001927</u>			
15. ID Type <input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: <u>DPS</u>) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID							
16. Applicant First Name (or Entity Name) <u>City of Port Lavaca</u>		Middle Name	Last Name	Suffix (if any)			
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name	Suffix (if any)			
18. Applicant Mailing Address <u>202 N. Virginia</u>			City <u>Port Lavaca</u>	State <u>TX</u>	Zip <u>77979</u>	19. Applicant County of Residence <u>Calhoun</u>	
20. Previous Owner Name (or Entity Name) <u>Derek Zamora</u>			City <u>Port Lavaca</u>	State <u>TX</u>	21. Dealer GDN (if applicable) 22. Unit No. (if applicable)		
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name	Suffix (if any)			
24. Renewal Notice Mailing Address (if different)		City	State	Zip			
25. Applicant Phone Number (optional) <u>361-552-3788</u>		26. Email (optional)		27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		28. Communication Impediment? <input type="checkbox"/> Yes (Attach Form VTR-216)	
29. Vehicle Location Address (if different)		City	State	Zip			
30. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		31. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30)		32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)	
34. First Lienholder Name (if any)		Mailing Address	City	State	Zip		
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT							
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permt No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))							
<input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____							
36. Trade-In (if any)		Year	Make	Vehicle Identification Number		37. Additional Trade-In(s) <input type="checkbox"/> Yes	
<input type="checkbox"/> Yes (Complete)							
38. Check only if applicable: SALES AND USE TAX COMPUTATION							
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted)		\$ _____	<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____				
(b) Less Trade-in Amount, described in Box 36 above		\$ _____	<input type="checkbox"/> \$5 Even Trade Tax				
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above		\$ _____	<input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14-317				
(d) Taxable Amount (Item a minus Item b or Item c)		\$ _____	<input type="checkbox"/> \$65 Rebuilt Salvage Fee				
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)		\$ _____	<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____				
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%		\$ _____	<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____				
(g) Tax Paid to _____ (STATE)		\$ _____	<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____				
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)		\$ _____	<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)				
CERTIFICATION - State law makes falsifying information a third degree felony							
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).							
<input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.							
Signature(s) of Seller(s), Donor(s), or Trader(s) <u>Eric Salles</u>			Printed Name(s) (Same as Signature(s)) <u>Eric Salles Jr.</u>		Date <u>1-24-24</u>		
Signature of Applicant/Owner			Printed Name (Same as Signature)		Date		
Signature(s) of Additional Applicant(s)/Owner(s)			Printed Name(s) (Same as Signature(s))		Date		



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-19-24
 Customer Name: City of Port Lavaca
 Year, Make, Model: 1990 Mazda Miata Color: Yellow
 Vehicle Identification Number: JM1NA3511L0148295

**Clear title MUST be returned with this paperwork before
 vehicle can be delivered to Enterprise location.**

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

- I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.
- The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.
- The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
 If no, list type of title: _____
- I am aware of no structural or mechanical defects.
 If structural or mechanical defects, please explain: _____
- I certify that the true and actual mileage on this vehicle at the time of trade to be 221,139; and that the odometer is working at this time and has not been repaired or replaced.
- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
 - The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles

Date: 1-19-24

Printed Name/Title: Lt. Eric Salles

FIXED ASSETS DISPOSAL WORKSHEET

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: 1/19/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles DATE: 1/19/2024

FUND NO.: 449.01 DEPT NO.: LOCATION: Port Lavaca Police Department RM#: 1

DESCRIPTION: 1990 Mazda Miata YEAR: 1990 QTY: 1

MANUFACTURER: Mazda MODEL#: Miata

SERIAL NO.: VIN#: JM1NA3511L0148295

BARCODE#:

ASSET #:

DISPOSAL DATE: 1/19/2024

DISPOSITION: AUCTION

DIVISION HEAD SIGNATURE: 

NO. 2022-CV-4673-DC

THE STATE OF TEXAS
Plaintiff,

v.

ONE 1990 MAZDA MIATA
CONVERTIBLE, VIN#
JM1NA35L0148295
Defendant.

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

24TH JUDICIAL DISTRICT

OF GALHOUN COUNTY, TEXAS

**ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

On this day, the Court considered Plaintiff's Motion for Summary Judgment and requests that the Court enter Summary Judgment in favor of Movant on the claim set forth therein, and against ONE 1990 MAZDA MIATA CONVERTIBLE, VIN# JM1NA35L0148295.

The State of Texas appeared by and through her Assistant District Attorney and announced ready. The Respondent, Lawrence Joseph Morris, appeared/did not appear (through his attorney, Jerry Clark).

After due consideration of the summary judgment evidence, including an affidavit, and the argument of counsel, this Court finds that Plaintiff's Motion is due to be GRANTED and makes the following findings:

The Court finds there is no genuine issue of material fact as to Plaintiff's claim for forfeiture and Plaintiff is entitled to summary judgment thereon.

The Court finds Defendant has not pled any counterclaim that will preclude summary judgment in this case. The Court finds that Defendant has not pled any affirmative defense that would preclude summary judgment in this cause or filed any response to the Motion for Summary Judgment.

FILED
AT 1:48 O'CLOCK PM

JUL 10 2023

ANNA KABELA
DISTRICT CLERK GALHOUN COUNTY TEXAS
8-
Justicia Soriano DEPUTY

IT IS THEREFORE ORDERED that judgment is entered in favor of Plaintiff and against Defendant on the claim of forfeiture against ONE 1990 MAZDA MIATA CONVERTIBLE, VIN# JM1NA35L0148295. Said property is hereby forfeited to the Calhoun County District Attorney's Office as provided by Chapter 59 of the Texas Code of Criminal Procedure in accordance with its local agreement with the Port Lavaca Police Department.

IT IS FURTHER ORDERED that Plaintiff is entitled to enforce this judgment through abstract, execution, and any other process.

This judgment finally disposes of all parties and all claims and is appealable.

Signed on July 10, 2023.

July C. Bunkard
JUDGE PRESIDING

Application for Texas Title and/or Registration

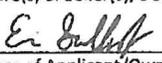
Applying for (please check one): <input type="checkbox"/> Title & Registration <input checked="" type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration				TAX OFFICE USE ONLY		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____				County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number	2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color
JMINA3511LD148295	1990	Mazda	2 door	Miata	Yellow	Black
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is:		11. Empty Weight	12. Carrying Capacity (if any)	
DDJ 9642	221,139	<input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt		2,400	400	
13. Applicant Type				14. Applicant Photo ID Number or FEIN/EIN		
<input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				74-6001927		
15. ID Type				<input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> Other Military Status of Forces Photo ID		
<input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: <u>DPS</u>) <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID						
16. Applicant First Name (or Entity Name)		Middle Name	Last Name		Suffix (if any)	
City of Port Lavaca						
17. Additional Applicant First Name (if applicable)		Middle Name	Last Name		Suffix (if any)	
18. Applicant Mailing Address			City	State	Zip	19. Applicant County of Residence
202 N. Virginia St.			Port Lavaca	TX	77979	Calhoun
20. Previous Owner Name (or Entity Name)		City	State	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)	
Lawrence Joseph Morris		Point Comfort	TX			
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name	Last Name		Suffix (if any)	
24. Renewal Notice Mailing Address (if different)		City	State		Zip	
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder		28. Communication Impediment?
361-552-3788				<input type="checkbox"/> Yes (Provide Email in #26)		<input type="checkbox"/> Yes (Attach Form VTR-216)
29. Vehicle Location Address (if different)		City	State		Zip	
30. Multiple (Additional) Liens		31. Electronic Title Request		32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)
<input type="checkbox"/> Yes (Attach Form VTR-267)		<input type="checkbox"/> Yes (Cannot check #30)				
34. First Lienholder Name (if any)		Mailing Address	City	State	Zip	
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT						
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____						
36. Trade-In (if any)		Year	Make	Vehicle Identification Number		37. Additional Trade-In(s)
<input type="checkbox"/> Yes (Complete)						<input type="checkbox"/> Yes
38. Check only if applicable: SALES AND USE TAX COMPUTATION						
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted)		\$ _____		<input type="checkbox"/> \$90 New Resident Tax - (Previous State)		
(b) Less Trade-in Amount, described in Box 36 above		\$ _____		<input type="checkbox"/> \$5 Even Trade Tax		
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above		\$ _____		<input type="checkbox"/> \$10 Gift Tax - Attach Comptroller Form 14-317		
(d) Taxable Amount (Item a minus Item b or Item c)		\$ _____		<input type="checkbox"/> \$65 Rebuilt Salvage Fee		
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)		\$ _____		<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)		
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%		\$ _____		<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)		
(g) Tax Paid to _____ (STATE)		\$ _____		<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:		
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)		\$ _____		<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title		
				(Contact your county tax assessor-collector for the correct fee.)		
CERTIFICATION - State law makes falsifying information a third degree felony						
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.						
Signature(s) of Seller(s), Donor(s), or Trader(s)			Printed Name(s) (Same as Signature(s))		Date	
			Eric Salles Jr.		1-24-24	
Signature of Applicant/Owner			Printed Name (Same as Signature)		Date	
Signature(s) of Additional Applicant(s)/Owner(s)			Printed Name(s) (Same as Signature(s))		Date	



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-15-24

Customer Name: City of Port Lavaca

Year, Make, Model: 2005 Honda Accord Color: Gray

Vehicle Identification Number: 1HGCM55895A120718

Clear title MUST be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

- I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.
The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.
The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.) If no, list type of title:
I am aware of no structural or mechanical defects. If structural or mechanical defects, please explain:
I certify that the true and actual mileage on this vehicle at the time of trade to be 153,183; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles

Date: 1-19-24

Printed Name/Title: Lt. Eric Salles

FIXED ASSETS DISPOSAL WORKSHEET

CITY OF PORT LAVACA
FISCAL YEAR: 2024-2025

DATE: 1/19/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles DATE: 1/19/2024

FUND NO.: 50110564.55 DEPT NO.: LOCATION: Port Lavaca Police Department RM#: 1

DESCRIPTION: 2005 Honda Accord YEAR: 2005 QTY: 1

MANUFACTURER: Honda MODEL#: Accord

SERIAL NO.: VIN#: 1HGCM55895A120718

BARCODE#:

ASSET #: 2632

DISPOSAL DATE: 1/19/2024

DISPOSITION: AUCTION

DIVISION HEAD SIGNATURE: 



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-15-24
 Customer Name: City of Port Lavaca
 Year, Make, Model: 2011 Ford F-150 Color: Black
 Vehicle Identification Number: 1FTFW1CF9BKD62219

Clear title MUST be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

- I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.
- The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.
- The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____
- I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____
- I certify that the true and actual mileage on this vehicle at the time of trade to be 92,497; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles Date: 1-19-24

Printed Name/Title: Lt. Eric Salles

FIXED ASSETS DISPOSAL WORKSHEET

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: 1/19/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles

DATE: 1/19/2024

FUND NO.: 50110564.55

DEPT NO.:

LOCATION: Port Lavaca Police Department

RM#:

DESCRIPTION:

2011 Ford F-150

YEAR:

2011

QTY:

1

MANUFACTURER:

Ford

MODEL#:

F-150

SERIAL NO.:

VIN#:

1FTFW1CF9BKD62219

BARCODE#:

ASSET #:

2498

DISPOSAL DATE:

1/19/2024

DISPOSITION:

AUCTION

DIVISION HEAD SIGNATURE:

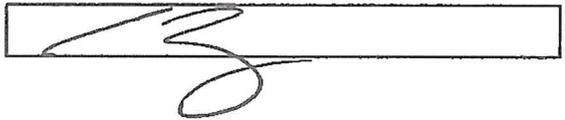




Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-15-2024

Customer Name: City of Port Lacombe

Year, Make, Model: 2012 Chevrolet Caprice Color: Gray

Vehicle Identification Number: 6G1MK5U21CL606815

Clear title **MUST** be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

- I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.
- The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.
- The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____
- I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____
- I certify that the true and actual mileage on this vehicle at the time of trade to be 105683; and that the odometer is working at this time and has not been repaired or replaced.
- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
 - The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Sallés

Date: 1-19-24

Printed Name/Title: Lt. Eric Sallés

FIXED ASSETS DISPOSAL WORKSHEET

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: 1/19/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles DATE: 1/19/2024

FUND NO.: 50110564.55 DEPT NO.: LOCATION: Port Lavaca Police Department RM#: 1

DESCRIPTION: 2012 Chevrolet Caprice YEAR: 2012 QTY: 1

MANUFACTURER: Chevrolet MODEL#: Caprice

SERIAL NO.: VIN#: 6G1MK5U21CL606815

BARCODE#:

ASSET #: 2755

DISPOSAL DATE: 1/19/2024

DISPOSITION: AUCTION

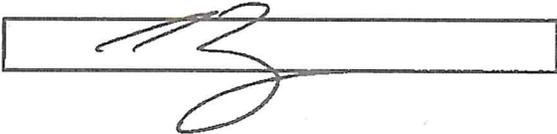
DIVISION HEAD SIGNATURE: 



Exhibit A

Enterprise Vehicle Disclosure Form (Exhibit A)

Date: 1-15-24

Customer Name: City of Port Lavaca

Year, Make, Model: 2013 Chevrolet Caprice Color: Black

Vehicle Identification Number: 6G1MK5U25DL812043

Clear title **MUST** be returned with this paperwork before vehicle can be delivered to Enterprise location.

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

- I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.
- The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.
- The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)
If no, list type of title: _____
- I am aware of no structural or mechanical defects.
If structural or mechanical defects, please explain: _____
- I certify that the true and actual mileage on this vehicle at the time of trade to be 93408; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

Authorized Signature: Eric Salles Date: 1-19-24

Printed Name/Title: Lt. Eric Salles

FIXED ASSETS DISPOSAL WORKSHEET

CITY OF PORT LAVACA
FISCAL YEAR: 20024-2025

DATE: 1/19/2024

DISPOSAL REQUESTED BY: Lt. Eric Salles

DATE: 1/19/2024

FUND NO.: 50110564.55

DEPT NO.:

LOCATION: Port Lavaca Police Department

RM#:

DESCRIPTION:

2013 Chevrolet Caprice

YEAR: 2013

QTY: 1

MANUFACTURER:

Chevrolet

MODEL#: Caprice

SERIAL NO.:

VIN#: 6G1MK5U25DL812043

BARCODE#:

ASSET #: 2815

DISPOSAL DATE:

1/19/2024

DISPOSITION: AUCTION

DIVISION HEAD SIGNATURE:



2023

**JOINT LOCAL AGREEMENT BETWEEN LAW ENFORCEMENT
AGENCIES FOR SHARING OF PROCEEDS FROM FORFEITURES UNDER CHAPTER
59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE**

THE STATE OF TEXAS

COUNTY OF CALHOUN

THIS AGREEMENT is made and entered into by and between the **Calhoun County Criminal District Attorney**, (hereinafter called “District Attorney”) and the **Calhoun County Sheriff’s Office, Port Lavaca Police Department, Point Comfort Police Department** and the **Seadrift Police Department** (hereinafter called “law enforcement agencies”) and is as follows:

I.

WHEREAS, the law enforcement agencies and the District Attorney desire to enter into an agreement regarding disposition of forfeited contraband seized under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, different law enforcement agencies in Calhoun County wish to work together on drug enforcement investigations, arrests, prosecutions and seizures of contraband, and

WHEREAS, the law enforcement agencies wish to avoid disputes about which agency is entitled to receive the money from the assets forfeited in a case they are working together on with another agency, and

WHEREAS, an agreement and understanding between the agencies will eliminate and minimize disputes or disagreements about the division and application of said forfeiture proceeds, and

WHEREAS, the District Attorney represents the State of Texas under Chapter 59 in regards to the forfeiture of property found to be contraband under the chapter.

II.

IT IS AGREED that all personal and real property seized (not cash), shall be auctioned and sold by the means set out in Chapter 59.06 of the Texas Code of Criminal Procedure unless the property is sought to be used by the law enforcement agency or the District Attorney for a permissible purpose as set out in the chapter. In this event, the agency using the property will pay an agreed amount for their share as set out hereinafter. No action on the division of cash, sale of seized property or use of seized property will be made until the final order of forfeiture has been entered and the time for perfecting an appeal has passed. The law enforcement agency will safely keep all property seized in a safe and secure place and use its best efforts to preserve and protect this property until it is sold, used or otherwise disposed of. The use of surveyors, appraisers, minimum bid amounts, real estate brokers, auctioneers or other services to facilitate the sale and best price for the items sold may be used and the expenses paid for out of the sale. All real property sold will be sold by Sheriff's Sale and a Sheriff's Deed will convey the property to the high bidder. All sales will be conducted under the standard provisions of the Texas Property Code concerning advertising in the newspaper, accepting bids and time and date of the sale.

III.

IT IS AGREED that in a joint operation between two agencies, the cash forfeitures or the proceeds from any forfeited assets (other than cash forfeitures) will be shared equally between the agencies involved in the joint operations and joint investigation. As such, should a joint operation yield a forfeiture, the law enforcement agencies agree to equally share the “law enforcement agency” portion of the forfeited assets. In a situation where the investigating agency only provides assistance to another agency to secure the perimeter or direct traffic, or some other support role, it will not be required that the forfeited assets be shared with the assisting agency and the primary investigating agency will be entitled to the forfeiture.

In a case of a disagreement between the agencies about who should receive the forfeiture or whether or not the forfeiture should be divided between the agencies, both agencies will present their arguments to the District Attorney concerning the nature and the extent of their involvement in the investigation giving rise to the forfeiture. The arguments will be in writing, and the District Attorney will issue a letter in writing to both agencies giving a decision on the matter. The District Attorney will direct the award of the forfeiture or the sharing of forfeiture and the decision of the District Attorney will be binding on the law enforcement agencies. All agreements reached for division of a forfeiture asset between the agencies will be in writing and signed by the heads of both departments.

IV.

Property used by a law enforcement agency or the District Attorney will be transferred and titled into the name of the receiving agency and the receiving agency will be responsible for insuring the property and the maintenance, registration or other expense of ownership of the property.

V.

The share of cash seized or cash proceeds of the sale of property and the share of the value of the property shall be as follows:

1. The law enforcement agency will receive the expenses and cost of the sale. The District Attorney will receive his costs or expenses of the lawsuit, such as expert witness fees or deposition expenses. After these amounts are deducted the division of the proceeds will be as follow:
2. The District Attorney will receive 50% and the law enforcement agency 50%.
3. For all cases of forfeiture where an appeal is taken or the District Attorney has gone to trial, either jury or non-jury, the District Attorney will receive 60% and the law enforcement agency 40%. Trial does not include Motion for Summary Judgment.

VI.

The District Attorney will maintain control of the suit and the settlement thereof with reasonable and timely conference with the law enforcement agency. Settlement, if made, will be at the sole discretion of the District Attorney and based upon the facts and circumstances of each case and the likelihood of success. Any costs or expenses incurred by the District Attorney such as, but not limited to, deposition fees, expert witness fees or service fees shall be reimbursed to the District Attorney as costs. The cost of sale will be reimbursed to the law enforcement agency conducting the sale. The District Attorney reserves the right not to file a forfeiture proceeding where the money or property to be forfeited is not worth more than \$1,000.00.

VII.

Time is of the essence in these forfeiture cases. Law enforcement agencies will deliver to the District Attorney a Forfeiture Affidavit, supporting case report with all evidence, accurate ownership, lien information on all property sought to be seized and any other documentation requested, within 20 days from the date of the seizure (Chapter 59 requires the suit for forfeiture to be filed within 30 days from the date of seizure). All payments awarded to the District Attorney after a sale will be made in a reasonable and timely manner not to exceed the period of 60 days from the date of sale or final order of forfeiture.

VIII.

The term of this agreement will be for a period of one year from the 1st day of the month following its signature and continue in force and be automatically renewed on a yearly basis thereafter unless rescinded or terminated by one of the parties thereto. This agreement may be terminated by either party upon thirty (30) days written notice at the end of any one-year term. Any pending forfeitures will be governed by the agreement in effect at the time the forfeiture is filed. The District Attorney will not file any new forfeitures until a new agreement is signed and entered into by the law enforcement agency.

Any notice, payment, statement or demand required or permitted under this agreement may be effected by personal delivery, in writing, or by mail, postage prepaid. Mailed notices will be deemed communicated after three days from the date of mailing.

VIII

IT IS AGREED that all forfeitures, cash or property, perfected under Art. 18.18 of the C.C.P. be awarded to the parties involved in the same manner as if they were forfeited under Chapter 59.] and in accordance with this agreement.

CITY OF PORT LAVACA
PUBLIC WORKS DEPARTMENT
SURPLUS VEHICLES

FEBRUARY 12, 2024

Vehicle	VIN/Serial Num	Year	Make/Manufacturer	Model	Series	Mileage
24HHMX	1GCRCPEA4BZ244662	2011	Chevrolet	Silverado 1500	Work Truck 4x2 Extended Cab 6.6 ft. box 143.5 in. WB	114171
24HHNF	1FTRF12235NA55675	2005	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	102757
24HHNJ	1FTRF12298KD08987	2008	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	135623
253NVV	1GCRCPEA0CZ103301	2012	Chevrolet	Silverado 1500	Work Truck 4x2 Extended Cab 6.6 ft. box 143.5 in. WB	82723
253NVJ	1J8GS48K39C530876	2009	Jeep	Grand Cherokee	Laredo 4dr 4x2	65244
24HHNS	1FTSX2A51AEB36927	2010	Ford	F-250	XL 4x2 SD Super Cab 6.75 ft. box 142 in. WB SRW	58734
24HHNR	1GB2CVCG1BZ259069	2011	Chevrolet	Silverado 2500HD	Work Truck 4x2 Extended Cab 8 ft. box 158.2 in. WB	88497
24HHNV	1GC2CVCG7CZ125888	2012	Chevrolet	Silverado 2500HD	Work Truck 4x2 Extended Cab 6.6 ft. box 144.2 in. WB	77129
24HHMT	3GCPCREA9DG328479	2013	Chevrolet	Silverado 1500	LS 4x2 Crew Cab 5.75 ft. box 143.5 in. WB	125699
24HHN3	1GCNCPEH6FZ149599	2015	Chevrolet	Silverado 1500	WT 4x2 Regular Cab 6.6 ft. box 119 in. WB	115326

Highlighted truck is port commission

CITY OF PORT LAVACA

COUNCIL MEETING: FEBRUARY 12, 2024

DATE: 02.07.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JOE REYES, FIRE CHIEF

SUBJECT: SURPLUS VEHICLE -Old Utility Truck

BACKGROUND:

The Fire Department is requesting the following vehicle be declared surplus and provided to Enterprise for auction.

2005 Ford F-150 Pickup

Color: White

Liscense: 117-9668

Asset # 1102

Mileage: 110,513.4

COMMUNICATION

SUBJECT: Consider awarding Construction Bid for the 2024 Alcoa Drive and Austin Street Waterline Improvements Project. Presenter is Wayne Shaffer

INFORMATION:

CC MEETING: FEBRUARY 12, 2024

DATE: 02-08-24

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

FROM: WAYNE SHAFFER, PUBLIC WORKS DIRECTOR

SUBJECT: **Recommendation for the 2024 Austin St. & Alcoa Drive waterline improvement project**

BACKGROUND: The Alcoa Drive & Austin Street water project involves replacing a broken valve at the intersection of Alcoa Drive and Austin Street. The Austin Street water main, at this location, is the only connection between the City of Port Lavaca and the Water Treatment Plant. The valve to be replaced is currently broken in a partially open position and causes problems in providing water to the City. In order to replace this valve and keep the City in service, a water main line stop with a bypass has to be installed. To further complicate the project, the water mains are located within TxDOT rights-of-ways and require working within the sidewalk and pavement of Austin Street.

On Thursday February 8th, 2024 @ 2:30pm, bids were received by the City of port Lavaca for the 2024 Austin St. & Alcoa Drive waterline improvement project. Urban Engineering has reviewed the bids, and a bid tabulation has been prepared. Summary sheet and a detailed bid tabulation are attached.

FINANCIAL IMPLICATIONS: CURRENTLY HAVE \$189,000 AVAILABLE IN CONSTRUCTION FUNDS.

IMPACT ON COMMUNITY SUSTAINABILITY: This project will address an inoperable valve in the intersection.

RECOMMENDATION: Staff and Urban Engineering recommend awarding the project to Mercer construction for a bid amount of \$179,330.00.

ATTACHMENTS: Bid Tabulation.



February 8, 2024

Ms. Jody Weaver, P.E.
 City Manager & City Engineer
 City of Port Lavaca
 202 N. Virginia Street
 Port Lavaca, TX 77979

RE: Recommendation of Award
 U.E. Job No. E25455.00
 Alcoa Drive & Austin Street Waterline Improvements
 Port Lavaca, Texas

Dear Ms. Weaver:

On February 8, 2024 at 2:30 p.m., public bids were opened for the Alcoa Drive & Austin Street Waterline Improvements. The following bids were received:

Bidder	Total Base Bid	Calendar Days to Substantial Completion
Mercer Construction Company	\$179,330.00	30
J&R Contracting Services, Inc.	\$235,849.20	150

I recommend that the contract for the aforementioned project be awarded to Mercer Construction Company for the Total Base Bid. (See attached Bid Tabulation)

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at mglaze@urbanvictoria.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt A. Glaze', is written over a horizontal line.

Matt A. Glaze, P.E.
 Vice President

MAG/dmf

Attachment

BID TABULATION							
CITY OF PORT LAVACA							
ALCOA DRIVE & AUSTIN STREET WATERLINE IMPROVEMENTS							
BID DATE: FEBRUARY 8, 2024							
				Mercer Construction Company		J&R Contracting Services, Inc.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
GENERAL							
1.	Mobilization, Insurance and Bonds (Maximum 5% of Base Bid)	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 30,000.00	\$ 30,000.00
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 35,000.00	\$ 35,000.00
SUBTOTAL GENERAL					\$ 21,000.00		\$ 65,000.00
WATER SYSTEM IMPROVEMENTS							
3.	Water Main (14") (PVC) (Asphalt Paved Areas) (As Directed by the Engineer for Valve Installation)	10	LF	\$ 900.00	\$ 9,000.00	\$ 240.00	\$ 2,400.00
4.	Gate Valve (14") (Cut-In)	1	EA	\$ 16,000.00	\$ 16,000.00	\$ 30,414.00	\$ 30,414.00
5.	Line Stop (16")	1	EA	\$ 28,000.00	\$ 28,000.00	\$ 27,000.00	\$ 27,000.00
6.	Line Stop (14")	1	EA	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00
7.	Temporary Bypass (12") (Including all associated equipment, fittings, and personnel)	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 23,332.00	\$ 23,332.00
8.	Locate & Connect To Existing Water Line (14")	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
9.	Mill Asphalt Pavement	420	SF	\$ 17.50	\$ 7,350.00	\$ 26.40	\$ 11,088.00
10.	Machine Lay 2" HMA (Type D)	420	SF	\$ 31.00	\$ 13,020.00	\$ 47.56	\$ 19,975.20
11.	Pavement Markings (Permanent) (4" White) (TxDOT Type 1)	10	LF	\$ 825.00	\$ 8,250.00	\$ 420.00	\$ 4,200.00
12.	Pavement Markings (Permanent) (24" White) (TxDOT Type 1)	12	LF	\$ 850.00	\$ 10,200.00	\$ 420.00	\$ 5,040.00
13.	Concrete Sidewalk	175	SF	\$ 71.00	\$ 12,425.00	\$ 14.00	\$ 2,450.00
14.	Concrete Curb & Gutter (6")	35	LF	\$ 151.00	\$ 5,285.00	\$ 42.00	\$ 1,470.00
15.	Trench Excavation Protection (> 5' Cut)	60	LF	\$ 5.00	\$ 300.00	\$ 133.00	\$ 7,980.00
SUBTOTAL WATER SYSTEM IMPROVEMENTS					\$ 158,330.00		\$ 170,849.20
TOTAL BASE BID					\$ 179,330.00		\$ 235,849.20
CALENDAR DAYS - SUBSTANTIAL COMPLETION					30		150

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:• To discuss Personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (to discuss the appointment, employment, evaluation, duties and responsibilities, reassignment, discipline, or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: [Interim City Manager]). Presenter is Mayor Whitlow

INFORMATION:

COMMUNICATION

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

INFORMATION:

